



Future Ready. Community Strong.

Regular Meeting Agenda

Diamondhead Education Center
200 W. Burnsville Pkway
Burnsville, MN 55337
October 28, 2021
6:30 PM

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

5:45 PM Board Listening Session with Directors Scott Hume and Toni Conner

I. Call to Order

- A. Welcome
- B. Pledge of Allegiance

II. Approval of Agenda

III. Information

- A. Receive a Report about Class Size

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Speaker(s): Stacey Sovine, Executive Director of Human Resources

- B. 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

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Speaker(s): Dr. Theresa Battle, Superintendent

- C. Committee, Board Appointment and School Assignment Reports

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IV. Business Meeting

- A. Consent Agenda

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

- 1. Approve Minutes
- 2. Approve Personnel Recommendations
- 3. Adopt a Resolution to Accept Donations

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4. Approve Payroll, Receipts, Expenses and Investments	23
5. Accept the Budget Analysis	69
6. Receive a Report about the Listening Session	74
7. Approve, on a Second Reading Basis, Changes to Policies 208: Development, Adoption, and Implementation of Policies, 504: Student Dress and Appearance, 506: Student Discipline, 514: Bullying Prohibition Policy, 604: Instructional Curriculum, 612.1: Title I Family Engagement, and 620: Credit for Learning	75
8. Approve, on a First Reading Basis, Non-Substantive Changes to Policies 409: Employee Publications, Instructional Materials, Inventions, and Creations, 497: Employee Work Day, 498: Political Campaigns and Activities, and 522: Title IX Sex Nondiscrimination Policy Grievance Procedure	122
9. Approve No Changes to Policies 405: Veteran's Preference, 408: Subpoena of a School District Employee, 495: Staff Recognition, 499: Nepotism Prohibition, and 806: Emergency Operations Policy	149
B. New Business	168
1. Approve the Proposed Revisions and Re-adopt the Unchanged Language in the 2021-2023 Master Agreement with the Burnsville Principals Association	172
Speaker(s): Stacey Sovine, Executive Director of Human Resources	
2. Approve, on a First Reading Basis, Changes to Policy 413: Harassment and Violence	196
Speaker(s): Stacey Sovine, Executive Director of Human Resources	
V. Adjourn	



**Agenda III.A.
October 28, 2021**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Stacey Sovine, executive director of human resources

Date: October 21, 2021

Re: Receive a Report about Class Size

Receive a report about Class Size from Stacey Sovine, executive director of human resources.



Class Size Report

Stacey Sovine, executive director of
human resources

Fall 2021

Fall of 2021 Class Size Update

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- ❖ Each Spring buildings receive a general staffing allocation based on projected enrollment. Formula parameters are BHS:39, Middle Schools 37, and Elementary 25.5.
- ❖ Categorical allocations are also available.
- ❖ Mandatory programming.
- ❖ Grants.
- ❖ Base allocations by building.

Fall of 2021 Class Size Update

Elementary Class Sizes:

Grade	FTE's	Enrollment	Average		Min	Max	Targ	+/-	Avg
K	29.5	615	20.85	K	20	25	22.5	-1.65	20.85
1	28	591	21.11	1	24	28	26	-4.89	21.11
2	26	587	22.58	2	25	29	27	-4.42	22.58
3	22.5	541	24.04	3	26	30	28	-3.96	24.04
4	22	538	24.45	4	27	31	29	-4.55	24.45
5	20.5	489	23.85	5	28	32	30	-6.15	23.85
					25	29	24.5	-1.87	22.63

Fall of 2021 Class Size Update

Elementary Class Sizes:

Elementary			FY 2022
Grade	Enroll	FTE's	Avg Class Size
GP	383	16.00	23.94
EN	316	14.50	21.79
VA	207	9.00	23.00
VV	291	14.00	20.79
WB	504	22.00	22.91
R	300	14.00	21.43
SO	403	18.00	22.39
HV	416	19.50	21.33
HB	540	21.50	25.12

Fall of 2021 Class Size Update

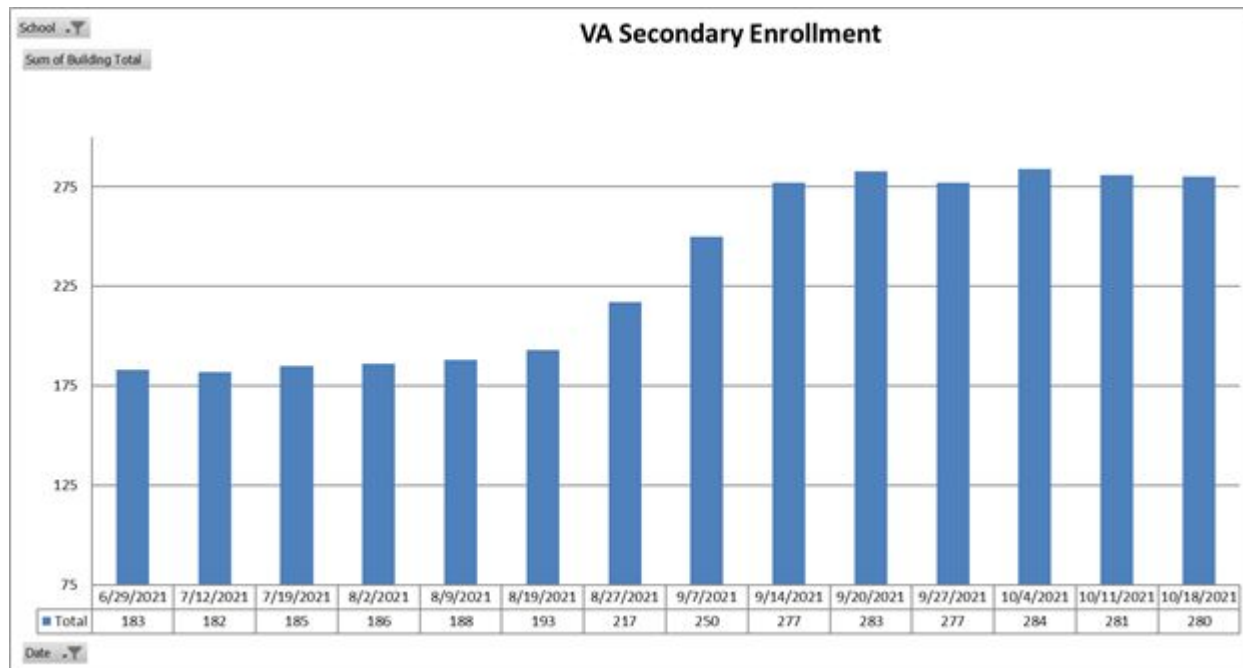
Secondary Class Sizes:

BHS	Class			
	Average	Periods	Students	FTE's
	25.68	7	2138	116.555
ERMS	Class			
	Average	Periods	Students	FTE's
	17.80	4	644	48.232
NMS	Class			
	Average	Periods	Students	FTE's
	16.68	4	764	61.062
VA Secondary	Class			
	Average	Periods	Students	FTE's
	31.16	4	280	11.981
	Plus six overloads			

Fall of 2021 Class Size Update

Hot Spots:

Virtual Academy (VA) is currently a concern with a number of classes over 40 students.



Fall of 2021 Class Size Update

Ways to Address Hot Spots:

- Buildings had a significant amount of students moving back and forth between the online and in-person schools / courses. Each time this occurred, rosters and schedules were changing.
- We initially addressed the influx of students with overloads and realignment of staff where we could.
- We are realigning middle school full-time equivalents (fte's) to VA at the quarter to address these numbers. Will do the same at semester for BHS.
- At BHS we have posted for additional .1's and .2 fte's.
- One option is to split the classes and provide an overload to current teachers.
- Per statute, 40 is the maximum size for VA. However, we have appealed to the Commissioner for a Waiver as allowed under statute. This would be the least disruptive and least costly solution.

Thank you!



**Agenda III.B.
October 28, 2021**

To: Board of Education

From: Dr. Theresa Battle, superintendent

Date: October 22, 2021

Re: 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 Minnesota Department of Health (MDH)

Receive an update about District 191's Efforts to Implement COVID-19 Related Educational and Public Health Guidance issued by the MDE and MDH from Dr. Theresa Battle, superintendent.

Board Meeting Date: October 28, 2021

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 Minnesota Department of Education (MDE) and the Minnesota Department of Health (MDH), respectively.

I want to start my report by stating that the data I am going to present tonight includes COVID -19 cases for Dakota and Scott counties and our district data. Also, it is anticipated that the last steps for approval for vaccines for children ages 5- 11 will happen next week and tonight I will share important data regarding our draft plan to participate in MN's Vaccination program for children ages 5 to 11 years of age and COVID-19 testing. Also, October is National Principals' Month and I want to take the time in this COVID report to acknowledge the work principals, associate principals and site administrators have provided in response to the pandemic.

- In March of 2020 they supported staff and provided leadership to transform our educational delivery system in 8 days
- Throughout last year "using their creativity and flexibility as leaders their work ensured we successfully implemented new learning models despite great uncertainty.
- This fall as we continue to be in the midst of a pandemic they have stepped up their support as we returned to in-person learning and launched a new Virtual Academy.

I applaud them and thank them for their dedicated leadership and focus to provide the best learning environments for our students.

Updates: Local Data (MN, Dakota/Scott County and 191)

Data:

Our community continues to be in a High level of community transmission for COVID-19

Pertinent MDH updates-

The format that MDH uses to report schools with 5 or more cases was changed today. Traditionally, all schools that met the criteria were included in the list. Currently schools included in this list will provide 3 weeks of data along with a range for positive cases.

7 day case rate for positive cases per 100,000

Both Dakota and Scott county are seeing a slight trend downward which is a similar pattern throughout the state. However caution is necessary due to recent MEA activities and this weekend Halloween gatherings. Dakota's rate: 228.19 down from last week at 234.95.

The 7 day rolling count of positive cases for Dakota is 140 down from 144 last week.

*Information for 10/14 shared: 41% of cases are in people age 30-39
20% of the cases are in children under 12. Last year at this time the percentage was 5%.*

Scott Rate:

10/10 to 10/23 Case rate per 10,000 is 44.06

Ages 12- 19 114 cases 35.29%

Ages 5 -11 142 cases 43.96%

Ages 0 - 4 67 cases 25.94

Scott Cty reports that Savage is listed as third in positive cases for the county.

The Positivity rate

MN for the week is 7.2 % The highest positivity rate age group for MN is in the 10-19 year old age group. The rate for this age group on October 10th was 8.79. (MN report is always a couple weeks delayed). Other age groups hover between 7-8%.

For 10/28 positivity rate

Dakota county currently is ___6.7%___ (last report) 6.4%

Scott county currently is _____8.5____(last report) 9.51%

191 positive cases and investigations

As of 10/18 - We have been informed of 20 positive cases among staff with 16 cases resulting in a case investigation due to being infectious while in building.

For students we have been informed of 106 positive cases with 80 requiring a case investigation.

191 case investigations

Investigations completed during the Week of October 11 was 10

Week of October 18 was 4

This week thus far we have completed _8_ investigations for individuals infectious while in school.

As of today, 196 students are out due to the effects of quarantine.

Health and Safety Update (MDH):

Vaccinations

The FDA's Advisory Committee made its recommendation following a review of data from clinical trials that found the Pfizer vaccine is safe and provides strong protection for children ages 5 to 11 on October 26th.

On November 2-3 the ACIP (Advisory Committee on Immunization Practices) will meet to provide best practice recommendations. Clinics, pharmacies and counties are beginning planning for vaccination clinics. Dakota County is in the planning stages for rolling out clinics. Scott County has scheduled a clinic on November 18th and it will be held at Eagle Ridge Middle School. More information will be provided along with a sign up link. The second appt will be December 9th. **Saliva Screening and Testing** (Optional saliva screening)

All Staff members were given reminders and directions on how to sign up for the free VAULT screening that is available to all who live in Minnesota.

We also have enough Vault Tests for 2 screen tests for all 325 staff members. Additional tests will be ordered depending on availability.

Student Testing

We continue to partner with Dakota Child and Family Clinic in Burnsville. They provided the following update and information:

- Average daily 191 screenings are around 2-4, with a range of 0-8.
- Total of screenings since 9/14/21: Around 70 tests
- Current eligible students following the completion by nurse for an appointment.
- The lab results are coming in about 2-3 days. We are trying to send emails out before school hours so parents can get their kids back to school.
- Most school days there is a staff on site that speaks both Spanish and Somali.
- Test is still free, using your insurance card helps the federal program for uninsured go further.
- We are using a PCR Test, short nasal swab.

State Resource

Currently we have secured One free Bionex Now COVID Test for students based on our October 2020 census through the MDE testing program. These tests have been ordered and will be delivered to school buildings for distribution at a later time. These rapid antigen tests are designed to go home with students and to be administered with their guardians or parents assisting.

Operations:

Quarantine Meal Option finalized: Meal pick-up for students who are quarantined. Start date -- October 26

Drive by / pick up at Diamondhead Education Center, Door 9, Pleasant Avenue Entrance, Tuesdays 2- 5:00 PM

Food expenses related to this distribution would be coded to the ESSER Grant II. The number of bags distributed will be counted. Communication on distribution to participating students and a code name for families to use

Emergency cancellations -- families should watch for notifications on the website

Pam Voight has volunteers scheduled to help out as needed on the additional Tuesdays. Families in need for the meals to be transported to them will be given a number to call.



C *Future Ready. Community Strong.*

**Agenda III.C.
October 28, 2021**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Eric Miller, board chair

Date: October 21, 2021

Re: Committee, Board Appointment and School Assignment Reports

Receive reports on Board committees, appointments, and school assignments.

Committees:

- Policy Review Committee – Abigail Alt
- Negotiations Committee – Abigail Alt
- Legislative Committee - Lesley Chester
- Student Performance and Achievement Committee – Eric Miller

Board Appointments:

- AMSD (Association of Metropolitan School Districts) – Toni Conner
- District 917 – Lesley Chester
- Burnsville High School Hall of Fame – Scott Hume
- Burnsville Chamber of Commerce Policy Committee – Abigail Alt
- Foundation 191 – Sue Said
- MSBA (Minnesota School Boards Association) – Scott Hume
- MSHSL (Minnesota State High School League) – Eric Miller

School Assignments:

Abigail Alt	Gideon Pond Elementary
Lesley Chester	William Byrne Elementary
Toni Conner	Nicollet Middle School
Scott Hume	Eagle Ridge Middle School
Eric Miller	Hidden Valley Elementary
Sue Said	Edward Neill Elementary
Anna Werb	Burnsville High School

School Board Minutes
 INDEPENDENT SCHOOL DISTRICT 191
 October 14, 2021

The regular meeting of the Board of Education was called to order by Chair Miller at 6:30 p.m. The meeting was held at Diamondhead Education Center, 200 West Burnsville Parkway, Burnsville, MN, 55337. Call to Order

Directors Alt, Chester, Conner, Hume, Werb and Miller were present. Superintendent Battle, Student Representative Zoe Olson, administrators, staff and members of the public were also present. Attendance

Chair Miller welcomed the public and asked Hume to lead the Pledge of Allegiance. Pledge

Moved by Hume, seconded by Werb, to approve the agenda. The motion carried unanimously (6, 0). Agenda

Received a report from Lisa Rider, executive director of business services, and Dr. Theresa Battle, superintendent about Additional Federal Funding. Reports

Said arrived at 6:37 p.m.

Received an update about District 191's Efforts to Implement COVID-19 Related Educational and Public Health Guidance issued by the MDE and MDH from Dr. Theresa Battle, superintendent.

Received a report from Zoe Olson, student representative.

Received a report from Dr. Theresa Battle, superintendent.

Received reports from board members Werb about the Insurance Committee and Alt about the Burnsville Hall of Fame.

Moved by Chester, seconded by Conner, to approve the consent agenda. Consent Agenda
 -Approve minutes of the September 23, 2021, regular meeting, September 27, 2021, joint meeting, September 30, 2021, special meeting and retreat. Minutes

-Approve personnel recommendations for Amber Garrison, Coudjo Amegbleame, Danai Kerbaugh, Emily Baxa, Katie O'Shea, Kristin Vendel, Lori Brevik, Michelle Baumann, Emma Ganion, Emma Martin, Megan Philipsek, Monica Potter, Sandra Holman, Kristin Hollingsworth, Bradley Hise, Jo Ann Nagy, Alexis Byers, Amy Piotrowski, Arthur Shaffer Frazier, Ayan Daoud, Braylon Lane, Briseida Gonzalez, Christine Fischer McDonald, Claudia Gamble, Danai Kerbaugh, Erik Hundevad, Faiso Abdile, Gabrielle Sasseville, Hanaa Hammoudm, Harrison Owings, Heidi Gillies, Jacob Edwards, Jeremy Nelson, Kelly Kalash, Kirstin Webb, McKenzie Seubert, Mo Bille, Quentina Dunbar, Rachel Schatzlein, Safia Jama, Sahra Ahmed, Samantha Smalley, Saredo Salah, Tausha Personnel

Chamberland, Tausha Chamberland, Todd Swanson, Lizette LaDuke, Lizette LaDuke, Mary Holewa, Nicholas Johnson, Tanya Rathsabandith, McKenzie Seubert, Elizabeth Weightman, Jasmin Melara, Levi Strauss, Mark Van Der Woude, Neal Gysland, Shelley Wessman, Tausha Chamberland, and Tausha Chamberland.

-Approve and accept donations as presented.

-Received a report about the Listening Session on September 23, 2021.-

-Approve scheduling a board retreat on October 26, 2021, at 6:30 p.m. at Diamondhead Education Center, 200 West Burnsville Parkway, Burnsville, MN, 55337.

-Approve, on a first reading basis, non-substantive changes to Policy 514: Bullying Prohibition Policy.

The motion carried unanimously (7, 0).

Moved by Alt, seconded by Werb, to adopt the formal resolution awarding the sale of General Obligation Alternative Facilities Refunding Bonds, Series 2021A; fixing their form and specifications; directing their execution and delivery; providing for their payment; and providing for the redemption of bonds refunded.

The motion carried unanimously (7, 0).

Moved by Hume, seconded by Chester, to approve, on a first reading basis, changes to Policies 604: Instructional Curriculum, 612.1: Title I Family Engagement, and 620: Credit for Learning.

The motion carried unanimously (7, 0).

Moved by Werb, seconded by Chester, to approve, on a first reading basis, changes to Policies 504: Student Dress and Appearance, and 506: Student Discipline. The motion carried unanimously (7, 0).

Moved by Conner, seconded by Hume, to approve, on a first reading basis, changes to Policy 208: Development, Adoption, and Implementation of Policies. The motion carried unanimously (7, 0).

The meeting adjourned at 7:42 p.m.

Donations
Listening Session
Board Retreat

Policies

Bond Sale

Policies

Adjourn

October 28, 2021

Scott Hume, clerk

Date approved

October 28th, 2021- Final

**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: October 28th, 2021 Final

RE: Recommended Personnel Changes

CLASSIFICATION	ACTION	POSITION CONTROL	NAME	FINAL	LOCATION	POSITION	EFFECTIVE DATE
Certified	Appointment		Christine Barcus		ECSE Center	Teacher	10/14/2021
Certified	Appointment		Fatiya Robe		Burnsville High School	Teacher	10/25/2021
Certified	Appointment		Linda Sandager		Community Education	ABE Teacher	10/19/2021
Certified	Change of Assignment		Abigail Salm		Eagle Ridge Middle School	Teacher	8/24/2021
Certified	Change of Assignment		Danae Heckmann		Edward Neill Elementary	Teacher	8/24/2021
Certified	Leave of Absence		Kristi Oscarson Wanzek		Eagle Ridge Middle School	Teacher	10/18/2021
Certified	Resignation		Catherine Guither		Burnsville High School	Teacher	10/20/2021
Classified	Appointment		Aaron Roberts		Nicollet Middle School	Special Education Educational Assistant	10/26/2021
Classified	Appointment		Emily Matuza		Diamondhead Education Center	Clerical Level IV	10/18/2021
Classified	Appointment		Hayat Ismail		District-wide	AVID Tutor	10/13/2021
Classified	Appointment		Jacob Sanchez		District-wide	Food Service Associate	10/25/2021
Classified	Appointment		Kimberly Fritz		Vista View Elementary School	Admin Assistant	9/30/2021
Classified	Appointment		Kristi Oscarson Wanzek		Diamondhead Education Center	Long Term Sub	10/18/2021
Classified	Appointment		Margaret Cull		WM. Byrne Elementary School	Educational Assistant Level II	10/25/2021
Classified	Appointment		Michal Thomason		Eagle Ridge Middle School	Special Education Educational Assistant	10/18/2021
Classified	Appointment		Naomi Tadevich Saunders		WM. Byrne Elementary School	Food Service Manager	10/14/2021
Classified	Appointment		Penelope Parsons-Lord		Burnsville High School	Assistant Musical Producer	8/31/2021
Classified	Appointment		Raha Somerville		Hidden Valley Elementary	Educational Assistant Level II	10/14/2021
Classified	Appointment		Safa Hassan		District-wide	AVID Tutor	11/1/2021
Classified	Appointment		Thelma Jones		Gideon Pond Elementary	Food Service Associate	10/25/2021
Classified	Change of Assignment		Mary Holewa		Nicollet Middle School	Food Service Assistant Manager	10/1/2021
Classified	Resignation		Amanda McAlpine		Burnsville High School	Assistant Girls Hockey Coach	Winter Season
Classified	Retirement		Diane Terfehr		Gideon Pond Elementary	Special Education Educational Assistant	12/31/2021



**Agenda IV.A.3.
October 28, 2021**

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

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

Date: October 20, 2021

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 October 28, 2021.

Clerk – Board of Education

Date	Donor	Recipient	Terms	Donation
10/7/2021	William Byrne Parent Teacher Organization (PTO)	William Byrne Elementary	new (used) fridge and coffee maker for staff lounge	In-Kind (goods or services)
10/14/2021	Burnsville Savage Lions Club	Burnsville Senior Center	\$5000 for the 2021 Meal Deal to Remember, \$600 for new fitness balls and bands, \$500 to repair outdoor bench, \$250 for new fans	\$6350.00
10/15/2021	St. John the Baptist School, Savage	BrainPower in a Backpack	Food donation	In-Kind (goods or services)
10/20/2021	Anonymous	BrainPower in a Backpack	Donation	\$45
10/20/2021	Valley Natural Food Co-op Register Round Up	BrainPower in a Backpack	Donation	\$4164.30
10/21/2021	Harriet Bishop Parent Teacher Organization	BrainPower in a Backpack	Donation	\$1000

Total monetary donation received: \$11559.30



**Agenda IV.A.4
October 28, 2021**

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

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

Date: October 12, 2021

Re: August Payroll, Claims and Receipts

Recommendation: That the Board approves August payroll checks in the net amount of \$4,036,257.93. August claims to date, wire transfers and adjustments totaling \$9,182,158.73. Also, that the Board accepts August receipts of \$12,487,840.53 and investments for the General Fund, 2015A School Building Bonds, and OPEB of \$67,839,562.97 as of August 31, 2021.

August payroll, wire transfers, claims and receipts have been prepared under the direction of Tyler Dehne, Director of Finance, and are presented for approval by the School Board.

LKR/mw

INDEPENDENT SCHOOL DISTRICT 191
FINANCIAL REPORT
August 2021

Cash Receipts

Receipts	\$12,487,840.53
Miscellaneous Adjustments	

TOTAL AUGUST CASH RECEIVED
\$12,487,840.53
CASH DISBURSEMENTS

August Payroll	\$4,036,257.93
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A/P August Claims	
Checks 481694-481938	\$3,109,995.99
Capital One 6000000444-6000000466	\$35,195.34
ACH-Vendor&Emp 9000002303-9000002343	\$42,405.55

August A/P Wires+P-card+Fleet card	\$5,987,640.37
August Bank Fees	\$6,921.48

TOTAL AUGUST CASH DISBURSED
\$13,218,416.66
TOTAL TO BE APPROVED
\$13,218,416.66

	<u>Money Market</u>	<u>(Original Cost)</u> <u>Investments</u>	<u>8/31/2021</u>
GENERAL FUND	\$24,623,081.07	\$28,884,383.69	\$53,507,464.76
OPEB	\$1,162,090.47	\$6,105,650.00	\$7,267,740.47
OPEB EQUITY INV THROUGH JULY 31, 2021	\$25,623.31	\$5,987,859.25	\$6,013,482.56
2015A SCHOOL BUILDING BONDS	\$1,050,875.18	\$0.00	\$1,050,875.18
	\$26,861,670.03	\$40,977,892.94	\$67,839,562.97

Note: The attached investment reports are provided by our investment advisor, PMA Financial Network, Inc. These reports include our investment and money market balances.



Total Portfolio Report CAR

As of: 08/31/21

PMA Financial Network

2135 CityGate Lane
7th Floor
Naperville, Illinois 60563
Telephone . 630-657-6400
Facsimile . 630-718-8701

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BURNSVILLE ISD 191 / GENERAL FUND

2960

Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
LTD	0	1	08/31/21	08/31/21	PMA SECURITIES SYNDICATE (PMAS)	\$10,149,355.17	\$10,149,355.17	
MM					Investment Shares Portfolio	\$24,623,081.07	\$24,623,081.07	
SDA					Savings Deposit Account - BELL BANK	\$15,253,728.52	\$15,253,728.52	
CD	285471	1	09/21/20	09/21/21	TEXAS CAPITAL BANK	\$249,999.00	\$249,500.00	0.200
SEC	46627	1	03/27/20	09/27/21	PINNACLE BANK TN	\$248,000.00	\$248,000.00	0.801
SEC	46626	1	04/02/20	10/01/21	BANK OF NEW ENGLAND NH	\$249,000.00	\$249,000.00	0.550
CD	279794	1	01/24/20	01/25/22	LANDMARK COMMUNITY BANK	\$249,990.16	\$242,500.00	1.540
CD	285470	1	09/21/20	01/26/22	SERVISFIRST BANK	\$249,904.27	\$249,400.00	0.150
CD	289647	1	05/10/21	05/10/22	WESTERN ALLIANCE BANK / TORREY PINES BANK	\$249,974.40	\$249,600.00	0.150
CD	291024	1	08/16/21	08/16/22	PREFERRED BANK	\$249,950.26	\$249,700.00	0.100
CD	289646	1	05/10/21	11/07/22	BANK 7	\$249,899.92	\$249,400.00	0.134
CD	289645	1	05/10/21	05/11/23	GREENSTATE CREDIT UNION	\$249,948.63	\$249,200.00	0.150
SEC	48342	1	05/14/21	05/15/23	BMW BANK NORTH AMERICA	\$249,000.00	\$249,000.00	0.130
CD	291023	1	08/16/21	08/18/23	ALLEGIANCE BANK TEXAS	\$249,501.86	\$249,000.00	0.101
SEC	48820	1	08/25/21	08/25/23	UBS BANK USA	\$249,000.00	\$249,000.00	0.150
SEC	48853	1	08/25/21	08/25/23	SALLIE MAE BANK/SALT LKE	\$249,000.00	\$249,000.00	0.201
SEC	48854	1	08/30/21	08/30/23	STATE BANK OF INDIA	\$249,000.00	\$249,000.00	0.201

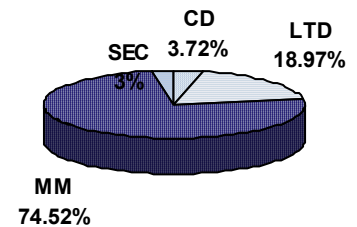
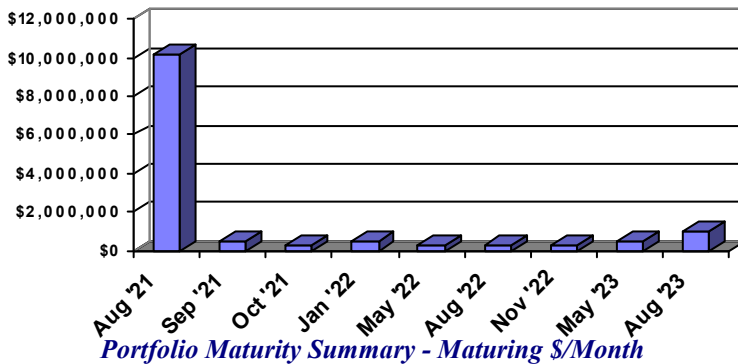
Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated only on the CD, CP, & SEC desk.

Total Amount --> **\$53,518,333.26** **\$53,507,464.76**

Time and Dollar Weighted Portfolio Yield: **0.191 %**

Weighted Average Portfolio Maturity: **26.08 Days**

MM: 74.53%
CD's: 3.72%
CP: 0.00%
SEC: 2.79%





Total Portfolio Report CAR

As of: 08/31/21

PMA Financial Network
 2135 CityGate Lane
 7th Floor
 Naperville, Illinois 60563
 Telephone . 630-657-6400
 Facsimile . 630-718-8701

BURNSVILLE ISD 191 / 2009 OPEB TRUST

3596

Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
MM					Investment Shares Portfolio	\$1,162,090.47	\$1,162,090.47	
CD	276784	1	09/04/19	09/03/21	THREE RIVERS FEDERAL CREDIT UNION	\$249,689.23	\$241,600.00	1.674
CD	276785	1	09/04/19	09/03/21	T BANK, NA	\$249,684.64	\$241,600.00	1.672
CD	277188	1	09/23/19	09/22/21	BANK LEUMI USA	\$150,879.78	\$146,200.00	1.600
SEC	47620	1	02/08/21	12/15/22	KANE COOK & DU PAGE C	\$1,000,000.00	\$1,000,000.00	0.100
SEC	48055	1	02/26/21	02/15/23	MANSFIELD ISD-B-REF	\$310,000.00	\$310,000.00	0.120
SEC	48065	1	03/02/21	03/01/23	SAINT LOUIS CNTY	\$335,000.00	\$335,000.00	0.140
SEC	47613	1	01/08/21	08/01/23	SAN MARCOS ISD-REF	\$1,500,000.00	\$1,500,000.00	0.120
SEC	48075	1	03/09/21	08/15/23	SAN MARCOS CTFS OBLIG	\$295,000.00	\$295,000.00	0.110
SEC	48062	1	03/23/21	09/01/23	ROCK CO-TXBL-REF	\$1,000,000.00	\$998,050.00	0.130
SEC	48054	1	02/26/21	10/01/23	HAWAII-EY-REF	\$220,000.00	\$220,000.00	0.100
SEC	48044	1	02/24/21	12/01/23	DEWITT ETC CO CCD #54	\$590,000.00	\$590,000.00	0.190
CD	279751	1	01/21/20	01/21/25	FARMERS AND MERCHANTS UNION BANK	\$248,078.24	\$228,200.00	1.740

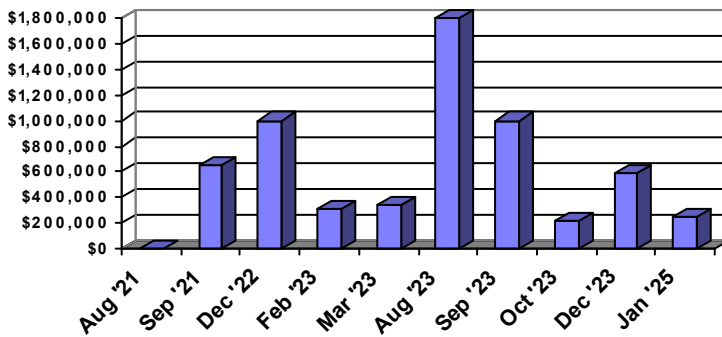
Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated only on the CD, CP, & SEC desk.

Total Amount --> \$7,310,422.36 \$7,267,740.47

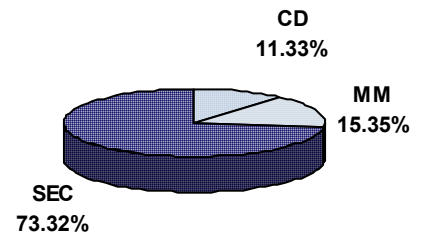
Time and Dollar Weighted Portfolio Yield: 0.252 %

Weighted Average Portfolio Maturity: 515.91 Days

MM: 15.99%
CD's: 11.80%
CP: 0.00%
SEC: 72.21%



Portfolio Maturity Summary - Maturing \$/Month



Portfolio Allocation by Transaction Type



**Burnsville ISD 191 OPEB
Investment Review**
August 1 - August 31, 2021

CLIENT

Burnsville ISD 191 OPEB

INCEPTION DATE

11/01/2014

RELATIONSHIP TEAM

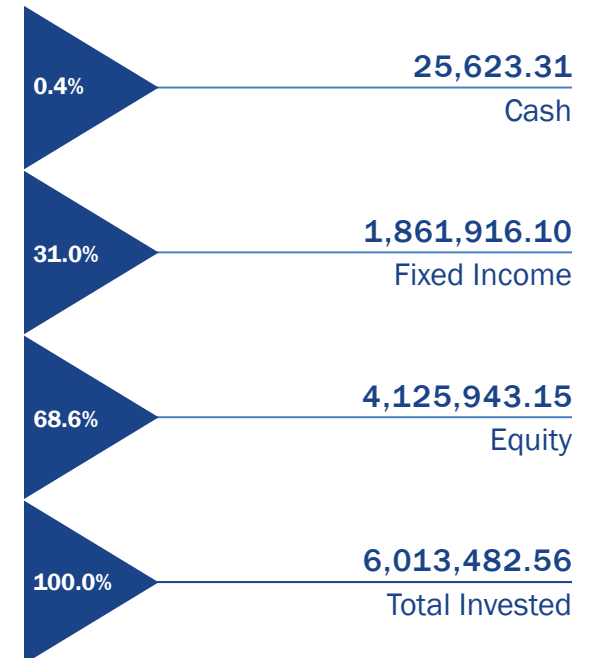
Mercy Ndungu
Institutional Portfolio
Manager
(612) 509-2583
mndungu@pmanetwork.
com

Steve Pumper
VP, Investment Services
(612) 509-2565
SPumper@pmanetwork.com

PORTFOLIO OVERVIEW

	Value
Beginning Market Value	5,902,347.99
Contributions	0.00
Withdrawals	0.00
Net Investment Income	2,931.47
Unrealized Gain/Loss	108,203.10
Realized Gain/Loss	0.00
Ending Market Value	6,013,482.56

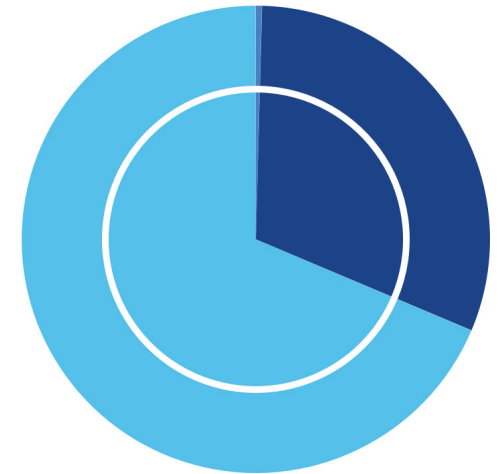
Compliance	Status
As of 08/31/2021	Compliant



INVESTMENT ALLOCATION

Sector	Amount	Allocation	Change	%
Cash				
TOTAL Cash	25,623.31	0.43%	2,931.47	12.92%
Fixed Income				
TOTAL Credit	1,861,916.10	30.96%	(6,460.50)	(0.35%)
Funds - Corporate	1,861,916.10	30.96%	(6,460.50)	(0.35%)
TOTAL Fixed Income	1,861,916.10	30.96%	(6,460.50)	(0.35%)
Equity				
TOTAL Domestic Equity	4,125,943.15	68.61%	114,663.60	2.86%
Funds - Large Cap	4,125,943.15	68.61%	114,663.60	2.86%
TOTAL Equity	4,125,943.15	68.61%	114,663.60	2.86%
TOTAL Invested	6,013,482.56	100.00%	111,134.57	1.88%

CURRENT PERIOD ALLOCATION



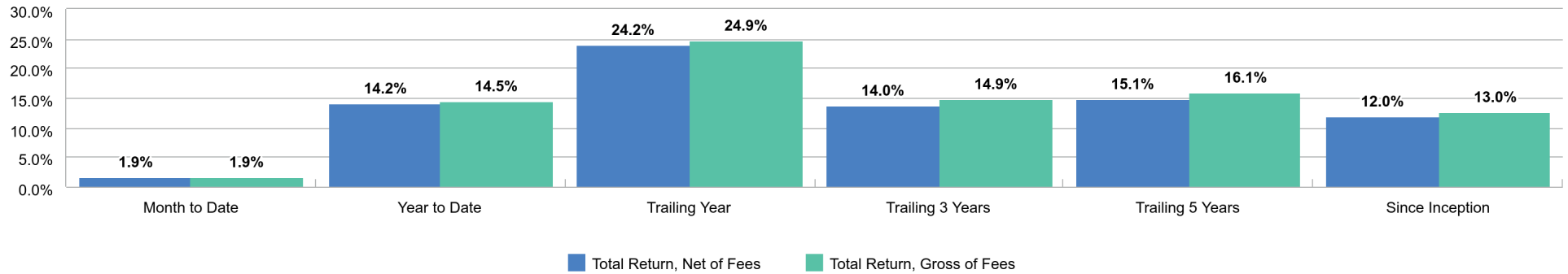
Asset Class

- Cash - 0.4%
- Fixed Income - 31.0%
- Equity - 68.6%

Sector

- Cash - 0.4%
- Credit - 31.0%
- Domestic Equity - 68.6%

HISTORICAL PERFORMANCE



HISTORICAL PERFORMANCE

	Month to Date	Year to Date	Trailing Year	Trailing 3 Years	Trailing 5 Years	Since Inception
Total Return, Net of Fees	1.88%	14.17%	24.21%	14.01%	15.12%	12.01%
Total Return, Gross of Fees	1.88%	14.51%	24.95%	14.92%	16.11%	12.97%

Since Inception Date: November 01, 2014
Periods greater than 1 year are annualized.

PERFORMANCE BY ASSET CLASS

Asset Class	Ending Market Value	Weight	Gross Total Return	Contribution
Cash	25,623.31	0.43%	0.00%	0.00%
Fixed Income	1,861,916.10	31.31%	(0.19%)	(0.06%)
Equity	4,125,943.15	68.26%	2.86%	1.94%
Portfolio Total	6,013,482.56	100.00%	1.88%	1.88%



Transaction and Interest Summary

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August 1 - August 31, 2021

Trade Date	Settle Date	Quantity	Security	Ticker	Identifier	Unit Price	Amount	Gain / Loss
Cash								
<i>Money Market Fund Interest</i>								
08/31/2021	08/31/2021	0.00	GOLDMAN:FS GOVT INST	FGTXX	38141W273	—	0.56	—
—	—	0.00	Total Money Market Fund Interest	—	—	—	0.56	—
Funds - Corporate								
<i>Equity Dividend</i>								
08/02/2021	08/05/2021	0.00	VANGUARD TOT BD ETF	BND	921937835	—	2,930.91	—
—	—	0.00	Total Equity Dividend	—	—	—	2,930.91	—

Ticker	Identifier	Current Units	Description	Rating	Coupon Rate	Effective Maturity	Final Maturity	Original Cost	Market Price	Market Value + Accrued	Interest / Dividend Income	Dividend Yield	Yield	Book Yield
Cash														
<i>Cash</i>														
FGTX	38141W273	25,622.75	GOLDMAN:FS GOVT INST	AAA	0.03%	08/31/2021	08/31/2021	25,622.75	1.0000	25,622.75	1.05	—	0.03%	0.03%
USD	CCYUSD	0.56	Receivable	AAA	0.00%	08/31/2021	08/31/2021	0.56	1.0000	0.56	0.00	—	0.00%	0.00%
—	—	25,623.31	—	AAA	0.03%	—	—	25,623.31	—	25,623.31	1.05	—	0.03%	0.03%
Fixed Income														
<i>Credit</i>														
<i>Funds - Corporate</i>														
BND	921937835	21,535.00	VANGUARD TOT BD ETF	—	—	—	—	1,830,880.51	86.4600	1,861,916.10	5,775.68	1.95%	—	—
—	—	21,535.00	—	NA	—	—	—	1,830,880.51	—	1,861,916.10	5,775.68	1.95%	—	—
Equity														
<i>Domestic Equity</i>														
<i>Funds - Large Cap</i>														
VTI	922908769	17,695.00	VANGUARD TSM IDX ETF	—	—	—	—	2,058,289.04	233.1700	4,125,943.15	0.00	1.20%	—	—
—	—	17,695.00	—	—	—	—	—	2,058,289.04	—	4,125,943.15	0.00	1.20%	—	—
Total Invested		64,853.31	—	AAA	0.03%	—	—	3,914,792.86	—	6,013,482.56	5,776.73	1.43%	0.03%	0.03%

Prudent Man Advisors, LLC doing business as PMA Asset Management, LLC ("PMA") is an investment adviser registered with the U.S. Securities and Exchange Commission.

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In computing the market value of any asset of the Account, each security listed on any national securities exchange shall be valued at the last quoted sale price on the valuation date on the principal exchange on which such security is traded. The market values of many fixed income securities are provided by pricing services companies which utilize pricing evaluations based on various market and industry inputs. A hierarchy of pricing sources, which may include prices provided by PMA, is used to provide a price for each security on this report. Although PMA believes the price to be reliable, the values of the investments do not always represent the prices at which the investments could have been bought or sold. Performance is calculated for positions managed by PMA only. Market values for Unmanaged Assets are shown based on information provided by you or your custodian.

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Information provided for ratings is based upon a good faith inquiry of selected sources, but their accuracy and completeness cannot be guaranteed. Standard & Poor's and Moody's ratings may represent the long-term rating of the issue or issuer as available.

Risk

The securities in this Account are not guaranteed or otherwise protected by PMA, the FDIC (except for certain bank products) or by any government agency. Investment in securities involves risks, including the possible loss of the amount invested. In addition, past performance is no indication of future performance and the price or value of investments may fluctuate. Asset allocation does not assure or guarantee better performance and cannot eliminate the risk of investment losses.

Account Control

PMA does not have the authority to withdraw funds from the Client's account with the custodian bank, except in limited circumstances as authorized by the client for the payment of the investment advisory fee. Our clients retain responsibility for their internal account policies, implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

Notification of Changes

In order to better serve you, we request that you promptly notify us of any material change in your investment policy, investment objective or financial situation.

ADV Firm Brochure

PMA provides its Clients with a written disclosure statement of its background and business experience. If you would like to receive another copy of the Firm Brochure, please contact PMA at the contact information below.

Affiliated Entities

PMA provides investment advisory services to a broad range of clients through PMA Asset Management, LLC. PMA Securities, LLC is a broker-dealer and municipal advisor registered with the SEC and MSRB, and is a member of FINRA and SIPC. Public finance services and institutional brokerage services are offered through PMA Securities, LLC. All other products and services are provided by PMA Financial Network, LLC. PMA, PMA Securities, LLC and PMA Financial Network, LLC are under common ownership.

Review of Report

Please review the pages of this report carefully. If you think there are any errors, missing account information or if you need more information about transactions, please contact PMA within 60 days of receipt. If you have other questions or concerns, you should contact your Institutional Portfolio Manager.



PMA Asset Management, LLC

2135 CityGate Lane, 7th Floor

Naperville, IL 60563

630-657-6400

For more information visit www.pmanetwork.com

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Total Portfolio Report CAR

As of: 08/31/21

PMA Financial Network

2135 CityGate Lane
7th Floor
Naperville, Illinois 60563
Telephone . 630-657-6400
Facsimile . 630-718-8701

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BURNSVILLE ISD 191 / 2015A BONDS

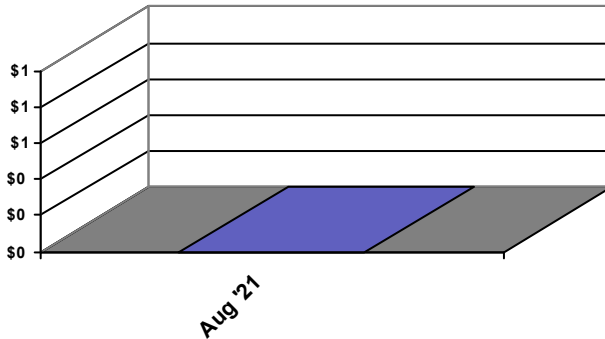
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Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
MM					Investment Shares Portfolio	\$1,050,875.18	\$1,050,875.18	
Total Amount -->						\$1,050,875.18	\$1,050,875.18	

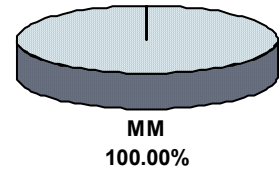
Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated only on the CD, CP, & SEC desk.

Time and Dollar Weighted Portfolio Yield: 0.000 %
Weighted Average Portfolio Maturity: 0.00 Days

MM: 100.00%
CD's: 0.00%
CP: 0.00%
SEC: 0.00%



Portfolio Maturity Summary - Maturing \$/Month



Portfolio Allocation by Transaction Type

August 2021

Wire Transfers

Date	From	To	Amount	For
08/02/2021	MSDLAF	Internal Revenue Service	736,866.99	7/31/21 Payroll - Federal Taxes
08/02/2021	MSDLAF	State of Minnesota	120,662.67	7/31/21 Payroll - State Taxes
08/02/2021	MSDLAF	PERA	116,057.75	7/31/21 Payroll - PERA
08/02/2021	MSDLAF	TRA	1,060.58	7/31/21 Payroll - TRA
08/02/2021	MSDLAF	TRA	75,078.60	7/31/21 Payroll - TRA
08/02/2021	MSDLAF	TRA	294,283.88	7/31/21 Payroll - TRA
08/02/2021	MSDLAF	Delta Dental	26,689.40	Dental Insurance
08/02/2021	MSDLAF	Preferred One	338,843.18	Health Insurance
08/03/2021	MSDLAF	State of Minnesota	1,647.50	7/31/21 Payroll - Child Support
08/03/2021	MSDLAF	First Bank & Trust	177,752.19	7/31/21 Payroll - TSA Wire
08/04/2021	MSDLAF	Further	23,999.08	Medical Claims
08/04/2021	MSDLAF	Further	23,391.19	Flex Claims
08/09/2021	MSDLAF	Delta Dental	18,043.50	Dental Insurance
08/09/2021	MSDLAF	Preferred One	481,100.44	Health Insurance
08/10/2021	MSDLAF	Preferred One	158,788.01	Health Insurance
08/11/2021	MSDLAF	Healthy Savings	2,693.42	Healthy Savings Program - July
08/11/2021	MSDLAF	Further	22,013.60	Flex Claims
08/11/2021	MSDLAF	Further	25,326.44	Medical Claims
08/12/2021	MSDLAF	Preferred One	148,230.53	Health Insurance

August 2021

Wire Transfers

Date	From	To	Amount	For
08/16/2021	MSDLAF	Internal Revenue Service	741,015.10	8/15/21 Payroll - Federal Taxes
08/16/2021	MSDLAF	State of Minnesota	121,368.38	8/15/21 Payroll - State Taxes
08/16/2021	MSDLAF	State of Minnesota	2,036.23	8/15/21 Payroll - Child Support
08/16/2021	MSDLAF	TRA	294,285.37	8/15/21 Payroll - TRA
08/16/2021	MSDLAF	TRA	76,471.70	8/15/21 Payroll - TRA
08/16/2021	MSDLAF	PERA	116,343.02	8/15/21 Payroll - PERA
08/16/2021	MSDLAF	Delta Dental	18,263.60	Dental Insurance
08/16/2021	MSDLAF	Preferred One	328,855.13	Health Insurance
08/17/2021	MSDLAF	First Bank & Trust	177,896.59	8/15/21 Payroll - TSA Wire
08/18/2021	MSDLAF	Further	40,587.27	Medical Claims
08/18/2021	MSDLAF	Further	31,186.48	Flex Claims
08/19/2021	MSDLAF	MN Department of Revenue	29.00	July Sales Tax
08/23/2021	MSDLAF	Delta Dental	25,421.93	Dental Insurance
08/23/2021	MSDLAF	Preferred One	326,254.95	Health Insurance
08/25/2021	MSDLAF	Further	40,564.11	Medical Claims
08/25/2021	MSDLAF	Further	33,254.25	Flex Claims
08/30/2021	MSDLAF	Delta Dental	25,510.72	Dental Insurance
08/30/2021	MSDLAF	Preferred One	565,775.41	Health Insurance
08/31/2021	MSDLAF	State of Minnesota	116,915.25	8/31/21 Payroll - Unemployment

AP Check Register

AP Run: 20210805 AP FY21 --- Post Date: 2021-08-05 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/05/2021	481694	Check	Amiot Scholastic Recognition Inc	930284	2 AP8845	1,716.00
08/05/2021	481695	Check	Cummins Sales & Service	929228-1	2 AP8845	2,819.00
08/05/2021	481696	Check	Heritage Embroidery And Design	926328	2 AP8845	532.00
08/05/2021	481697	Check	John A Dalsin & Son Inc	905816	2 AP8845	718.56
08/05/2021	481698	Check	Kennedy and Graven Chartered	908356	2 AP8845	531.50
08/05/2021	481699	Check	Matrix Communications Inc	906559-1	2 AP8845	150.00
08/05/2021	481700	Check	McDowall Comfort Management	930006	2 AP8845	2,055.42
Total:						\$8,522.48

20210805 AP FY21 Summary

Type	Count	Amount
Regular	7	8,522.48
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	7	\$8,522.48

AP Check Register

AP Run: 20210805 AP FY211 — Post Date: 2021-08-05 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/05/2021	481701	Check	Cummins Sales & Service	929228-1	2 AP8845	2,028.46
Total:						\$2,028.46

20210805 AP FY211 Summary

Type	Count	Amount
Regular	1	2,028.46
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	1	\$2,028.46

AP Check Register

AP Run: 20210806 AP — Post Date: 2021-08-06 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/06/2021	481702	Check	Armstrong Torseth Skold & Rydeen Inc	926500	2 AP8845	56,850.03
08/06/2021	481703	Check	Carnegie Learning, Inc.	930454	2 AP8845	25,154.05
08/06/2021	481704	Check	Centurylink	902781	2 AP8845	266.02
08/06/2021	481705	Check	Cottens NAPA Main Office	929846	2 AP8845	274.07
08/06/2021	481706	Check	Culinex	929871	2 AP8845	7,893.60
08/06/2021	481707	Check	Dalco	904186-1	2 AP8845	3,610.09
08/06/2021	481708	Check	Dirsec Inc	928604	2 AP8845	39,736.00
08/06/2021	481709	Check	ECM Publishers Inc	909272	2 AP8845	257.40
08/06/2021	481710	Check	Fastsigns	924696	2 AP8845	74.50
08/06/2021	481711	Check	Global Communications Wiring & Services LLC	927736	2 AP8845	6,480.00
08/06/2021	481712	Check	Heartland Tire, Inc.	930160	2 AP8845	363.98
08/06/2021	481713	Check	Horizon Commercial Pool Supply	904818	2 AP8845	1,168.95
08/06/2021	481714	Check	Houghton Mifflin Harcourt Publishing Co	928887	2 AP8845	5,917.91
08/06/2021	481715	Check	Identisys Inc	923654	2 AP8845	4,102.21
08/06/2021	481716	Check	Interstate All Battery Center	928877	2 AP8845	298.30
08/06/2021	481717	Check	Intrado Interactive Services Corp	928287	2 AP8845	18,869.61
08/06/2021	481718	Check	Lakeville North High School	902673-2	2 AP8845	125.00
08/06/2021	481719	Check	Minnesota School Boards Association - MSBA	902540	2 AP8845	16,752.00
08/06/2021	481720	Check	Minnesota Superintendents' Office Personnel Assoc - MSOPA	902956	2 AP8845	50.00

AP Check Register

AP Run: 20210806 AP — Post Date: 2021-08-06 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/06/2021	481721	Check	Minnesota Valley Electric Cooperative	907448	2 AP8845	16,224.92
08/06/2021	481722	Check	MN Assoc of Secondary School Principal (MASSP)	908338	2 AP8845	1,730.00
08/06/2021	481723	Check	NASSP	904884	2 AP8845	385.00
08/06/2021	481724	Check	OPG-3 Inc	924471	2 AP8845	1,850.00
08/06/2021	481725	Check	Perez, Melissa M	924879	2 AP8845	60.00
08/06/2021	481726	Check	Peterson, Lynn	500721	2 AP8845	76.15
08/06/2021	481727	Check	Pixellot US Inc	930290	2 AP8845	8,887.00
08/06/2021	481728	Check	RAK Construction Inc	929749	2 AP8845	429,385.07
08/06/2021	481729	Check	Red Wing Business Advantage Account	921851-1	2 AP8845	118.99
08/06/2021	481730	Check	Regents of The University of Minnesota	908798-12	2 AP8845	2,000.00
08/06/2021	481731	Check	Rock Hard Landscape Supply	928528	2 AP8845	80.00
08/06/2021	481732	Check	Savvas Learning Company, LLC	930447	2 AP8845	54,150.00
08/06/2021	481733	Check	SiteOne Landscape Supply LLC	930424	2 AP8845	287.78
08/06/2021	481734	Check	St Paul Beverage Solutions, LLC	930156	2 AP8845	1,533.19
08/06/2021	481735	Check	Sunbelt Staffing LLC	930344	2 AP8845	1,660.38
08/06/2021	481736	Check	Superior Striping Inc	928140	2 AP8845	6,822.00
08/06/2021	481737	Check	Teachers On Call	929847	2 AP8845	5,018.32
08/06/2021	481738	Check	Tree Protection Services	929807	2 AP8845	24,625.00
08/06/2021	481739	Check	Upper Lakes Foods Inc	929826	2 AP8845	25,926.72

AP Check Register

AP Run: 20210806 AP --- Post Date: 2021-08-06 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/06/2021	481740	Check	USPS	931024-1	2 AP8845	1,304.62
08/06/2021	481741	Check	Xcel Energy	902776	2 AP8845	26.71
08/06/2021	481742	Check	Xello Inc.	930455	2 AP8845	21,488.75
Total:						\$791,884.32

20210806 AP Summary

Type	Count	Amount
Regular	41	791,884.32
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	41	\$791,884.32

AP Check Register

AP Run: 20210813 AP — Post Date: 2021-08-13 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/13/2021	481743	Check	A.J. Moore Electric Inc	928491	2 AP8845	875.55
08/13/2021	481744	Check	Advanced Imaging Solutions	928551-1	2 AP8845	7,397.05
08/13/2021	481745	Check	Aramark	901365	2 AP8845	426.88
08/13/2021	481746	Check	Arvig	928649	2 AP8845	2,956.95
08/13/2021	481747	Check	Association Of Clerical Employees	904895	2 AP8845	360.00
08/13/2021	481748	Check	AVID Center	927223	2 AP8845	21,165.00
08/13/2021	481749	Check	AVM Construction LLC	930459	2 AP8845	270,158.62
08/13/2021	481750	Check	Burnsville Association of Educational Assistants	909991	2 AP8845	1,170.00
08/13/2021	481751	Check	CESO Transportation LLC	930220	2 AP8845	15,763.61
08/13/2021	481752	Check	City of Burnsville - Utilities	904226	2 AP8845	28,856.90
08/13/2021	481753	Check	City of Savage - Utilities	909588	2 AP8845	8,588.63
08/13/2021	481754	Check	CliftonLarsonAllen LLP	927322	2 AP8845	4,725.00
08/13/2021	481755	Check	Cogan, Tom	923963	2 AP8845	3,000.00
08/13/2021	481756	Check	Conquer Ninja Athletics	929462-2	2 AP8845	2,000.00
08/13/2021	481757	Check	COR Robotics LLC	931017	2 AP8845	1,750.00
08/13/2021	481758	Check	Dalco	904186-1	2 AP8845	18,279.33
08/13/2021	481759	Check	Dick's/Lakeville Sanitation Inc	900641	2 AP8845	5,245.05
08/13/2021	481760	Check	Discovery Explorers LLC	929087	2 AP8845	452.00
08/13/2021	481761	Check	Distributed Website Corporation	922061-1	2 AP8845	5,895.00
08/13/2021	481762	Check	DramaLab LLC	930014	2 AP8845	675.00

AP Check Register

AP Run: 20210813 AP — Post Date: 2021-08-13 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/13/2021	481763	Check	EcoElsa LLC	930458	2 AP8845	2,300.00
08/13/2021	481764	Check	Ecolab	908846-2	2 AP8845	312.68
08/13/2021	481765	Check	Educators Benefit Consultants LLC	926262-1	2 AP8845	702.12
08/13/2021	481766	Check	Electro Watchman Inc	901078	2 AP8845	673.64
08/13/2021	481767	Check	Freiheit, Dustin	929260	2 AP8845	840.00
08/13/2021	481768	Check	General Office Products	901569-1	2 AP8845	1,442.42
08/13/2021	481769	Check	Gray Hobby Farm	930463	2 AP8845	300.00
08/13/2021	481770	Check	Hanushchak, Oksana	930258	2 AP8845	90.00
08/13/2021	481771	Check	Heartland Payment Systems	928139-1	2 AP8845	4,675.00
08/13/2021	481772	Check	I Got Skills	924432	2 AP8845	3,800.00
08/13/2021	481773	Check	Ind School Dist 196	901394-3	2 AP8845	8,393.47
08/13/2021	481774	Check	Ingina LLC	929246	2 AP8845	1,596.00
08/13/2021	481775	Check	International Gymnastics of MN LLC	926911	2 AP8845	3,192.00
08/13/2021	481776	Check	Johnson Controls Fire Protection LP	903587	2 AP8845	2,505.52
08/13/2021	481777	Check	Kennedy and Graven Chartered	908356	2 AP8845	3,150.00
08/13/2021	481778	Check	Krull, Melissa	929535	2 AP8845	12,800.00
08/13/2021	481779	Check	Lindmeier, Thomas	930013	2 AP8845	210.00
08/13/2021	481780	Check	Marti & Gary's Auto Repair	930382	2 AP8845	1,344.73
08/13/2021	481781	Check	Master Automotive Tire & Quick Lube	928612	2 AP8845	352.06

AP Check Register

AP Run: 20210813 AP — Post Date: 2021-08-13 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/13/2021	481782	Check	Mayer Arts Inc	925512	2 AP8845	1,642.25
08/13/2021	481783	Check	Mid City Services	930092	2 AP8845	128.00
08/13/2021	481784	Check	Minnesota Energy Resources	903029	2 AP8845	135.00
08/13/2021	481785	Check	MN Dept of Labor and Industry	907914-2	2 AP8845	200.00
08/13/2021	481786	Check	MN Highway Safety & Research Center	926466	2 AP8845	83.00
08/13/2021	481787	Check	Multilingual Word Inc	922324	2 AP8845	140.00
08/13/2021	481788	Check	Nuvera	902483	2 AP8845	185.43
08/13/2021	481789	Check	Pearson, Kjirsten	500722	2 AP8845	44.25
08/13/2021	481790	Check	Pioneer SecureShred	930098	2 AP8845	195.00
08/13/2021	481791	Check	Project Lead The Way	925725	2 AP8845	5,100.00
08/13/2021	481792	Check	RAK Construction Inc	929749	2 AP8845	173,023.50
08/13/2021	481793	Check	Ryan Mechanical Inc	923241	2 AP8845	20,824.00
08/13/2021	481794	Check	Safeway Driving School	926796	2 AP8845	8,400.00
08/13/2021	481795	Check	Schmitt & Sons - Contract	909331-2	2 AP8845	317,268.32
08/13/2021	481796	Check	Schmitt & Sons Inc	909331	2 AP8845	49,641.89
08/13/2021	481797	Check	School Services Employees Local 284	907382	2 AP8845	2,224.93
08/13/2021	481798	Check	Shred-it c/o Stericycle Inc	924465	2 AP8845	406.88
08/13/2021	481799	Check	SiteOne Landscape Supply LLC	930424	2 AP8845	614.35
08/13/2021	481800	Check	St Paul Beverage Solutions, LLC	930156	2 AP8845	856.02

AP Check Register

AP Run: 20210813 AP — Post Date: 2021-08-13 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/13/2021	481801	Check	State Supply Co Inc	903689	2 AP8845	903.10
08/13/2021	481802	Check	Sunbelt Staffing LLC	930344	2 AP8845	2,737.38
08/13/2021	481803	Check	Teachers On Call	929847	2 AP8845	3,058.70
08/13/2021	481804	Check	Tech Academy/Computer Explorers	927274	2 AP8845	1,440.00
08/13/2021	481805	Check	T-Mobile	929345	2 AP8845	2,868.97
08/13/2021	481806	Check	Trusted Employees	929957	2 AP8845	100.00
08/13/2021	481807	Check	Upper Lakes Foods Inc	929826	2 AP8845	6,308.43
08/13/2021	481808	Check	Vivacity Tech PBC	930460	2 AP8845	26,562.00
08/13/2021	481809	Check	Xcel Energy	902776	2 AP8845	25,169.56
08/13/2021	481810	Check	Youth Enrichment League	924245	2 AP8845	2,880.00
Total:						\$1,101,561.17

20210813 AP Summary

Type	Count	Amount
Regular	68	1,101,561.17
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	68	\$1,101,561.17

AP Check Register

AP Run: 20210820 AP — Post Date: 2021-08-20 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/20/2021	481811	Check	A.J. Moore Electric Inc	928491	2 AP8845	822.18
08/20/2021	481812	Check	Anchor Solar Investments LLC	929704	2 AP8845	2,075.27
08/20/2021	481813	Check	Ascend Education	930292	2 AP8845	1,856.00
08/20/2021	481814	Check	Asfaha, Selam	930437	2 AP8845	1,000.00
08/20/2021	481815	Check	Bimbo Bakeries USA	902333-1	2 AP8845	332.00
08/20/2021	481816	Check	Centerpoint Energy	902519	2 AP8845	6,904.22
08/20/2021	481817	Check	Comcast	926565-1	2 AP8845	5,475.47
08/20/2021	481818	Check	Committee For Children	906510-1	2 AP8845	68,947.87
08/20/2021	481819	Check	Costco Membership	927688	2 AP8845	180.00
08/20/2021	481820	Check	Crown Rental Inc	900647	2 AP8845	30.00
08/20/2021	481821	Check	Cummins Sales & Service	929228-1	2 AP8845	2,895.96
08/20/2021	481822	Check	Dakota Electric Association	900809	2 AP8845	90,987.34
08/20/2021	481823	Check	Dalco	904186-1	2 AP8845	5,274.31
08/20/2021	481824	Check	Dark Knight Solutions LLC	930357	2 AP8845	4,200.00
08/20/2021	481825	Check	Dialog One LLC	927732	2 AP8845	637.00
08/20/2021	481826	Check	Distributed Website Corporation	922061-1	2 AP8845	6,891.00
08/20/2021	481827	Check	Ehlers	920802-1	2 AP8845	135.00
08/20/2021	481828	Check	Fairfield Glass & Window Inc	926949	2 AP8845	1,922.00
08/20/2021	481829	Check	Fisler Data LLC	929235	2 AP8845	359.00
08/20/2021	481830	Check	Frontier Ag & Turf	900691-1	2 AP8845	7.17

AP Check Register

AP Run: 20210820 AP — Post Date: 2021-08-20 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/20/2021	481831	Check	Fun & Friendship Club	905604	2 AP8845	1,295.00
08/20/2021	481832	Check	Global Communications Wiring & Services LLC	927736	2 AP8845	10,000.00
08/20/2021	481833	Check	Heacox Hartman Koshmrl Cosgriff Johnson Lane Feenstra	929684-1	2 AP8845	343.00
08/20/2021	481834	Check	Ideal Services Inc	927693	2 AP8845	395.00
08/20/2021	481835	Check	Ind School Dist 621	904858	2 AP8845	2,104.32
08/20/2021	481836	Check	Ind School Dist 622	909224	2 AP8845	4,330.35
08/20/2021	481837	Check	Innovational Water Solutions, Inc.	930169	2 AP8845	9,721.75
08/20/2021	481838	Check	Interstate All Battery Center	928877	2 AP8845	484.90
08/20/2021	481839	Check	Johnson Controls Fire Protection LP	903587	2 AP8845	1,995.92
08/20/2021	481840	Check	Kennedy and Graven Chartered	908356	2 AP8845	1,536.00
08/20/2021	481841	Check	Kraus-Anderson Ins Agency Inc	902102	2 AP8845	157.00
08/20/2021	481842	Check	Literacy Minnesota	903288	2 AP8845	9,644.10
08/20/2021	481843	Check	MakeMusic Inc	924898	2 AP8845	11,651.82
08/20/2021	481844	Check	Mansfield Oil Company	928793	2 AP8845	1,538.56
08/20/2021	481845	Check	Meca Sportswear	924921	2 AP8845	321.00
08/20/2021	481846	Check	Mid City Services	930092	2 AP8845	92.00
08/20/2021	481847	Check	Minnesota Energy Resources	903029	2 AP8845	171.74
08/20/2021	481848	Check	Minnesota Sword Play	924659	2 AP8845	525.00
08/20/2021	481849	Check	N2Y LLC	904156	2 AP8845	6,404.36

AP Check Register

AP Run: 20210820 AP — Post Date: 2021-08-20 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/20/2021	481850	Check	Olympic Communications Inc	927700	2 AP8845	165.00
08/20/2021	481851	Check	Pam McDonald Consulting LLC	929717	2 AP8845	600.00
08/20/2021	481852	Check	Peterson Farms Fresh Inc	930338	2 AP8845	2,549.76
08/20/2021	481853	Check	Professional Wireless Communications	924681	2 AP8845	763.10
08/20/2021	481854	Check	ProTraxx	929852	2 AP8845	30,265.30
08/20/2021	481855	Check	RAK Construction Inc	929749	2 AP8845	337,630.58
08/20/2021	481856	Check	Raskin, Candace	930470	2 AP8845	6,400.00
08/20/2021	481857	Check	Savvas Learning Company, LLC	930447	2 AP8845	98,547.83
08/20/2021	481858	Check	School Nutrition Association (SNA)	926552	2 AP8845	55.50
08/20/2021	481859	Check	Second Harvest Heartland	928183	2 AP8845	549.09
08/20/2021	481860	Check	St Paul Beverage Solutions, LLC	930156	2 AP8845	1,254.83
08/20/2021	481861	Check	Teachers On Call	929847	2 AP8845	2,480.06
08/20/2021	481862	Check	The Hartford	924486	2 AP8845	44,819.15
08/20/2021	481863	Check	The Vernon Company	920019	2 AP8845	417.31
08/20/2021	481864	Check	Three Rivers Park District	901637	2 AP8845	28.75
08/20/2021	481865	Check	Upper Lakes Foods Inc	929826	2 AP8845	4,098.55
08/20/2021	481866	Check	utilityenergy systems	928965	2 AP8845	1,522.00
08/20/2021	481867	Check	W. W. Norton & Company, Inc.	930464	2 AP8845	11,960.00
Total:						\$807,750.42

AP Check Register

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AP Run: 20210820 AP --- Post Date: 2021-08-20 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

<u>Check Date</u>	<u>Check Number</u>	<u>Payment Type</u>	<u>Name</u>	<u>Vendor Number</u>	<u>Bank Account Code</u>	<u>Check Amount</u>
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20210820 AP Summary

<u>Type</u>	<u>Count</u>	<u>Amount</u>
Regular	57	807,750.42
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	57	\$807,750.42

AP Check Register

AP Run: 20210827 AP — Post Date: 2021-08-27 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/27/2021	481868	Check	Acevedo, Olga	500726	2 AP8845	56.30
08/27/2021	481869	Check	Armstrong Torseth Skold & Rydeen Inc	926500	2 AP8845	3,334.18
08/27/2021	481870	Check	Berge, Paul	500218	2 AP8845	48.58
08/27/2021	481871	Check	Bergstrom, Audrey	500747	2 AP8845	47.70
08/27/2021	481872	Check	Bird-Wright, Krista	500734	2 AP8845	27.90
08/27/2021	481873	Check	Bituminous Roadways Inc	900459	2 AP8845	227,207.57
08/27/2021	481874	Check	Bork, Lauri	500745	2 AP8845	50.75
08/27/2021	481875	Check	BSN Sports Inc	903299-1	2 AP8845	1,106.92
08/27/2021	481876	Check	Carrasco, Emmanuel	500733	2 AP8845	55.10
08/27/2021	481877	Check	Cengage Learning	903622-1	2 AP8845	1,120.00
08/27/2021	481878	Check	Centerpoint Energy	902519	2 AP8845	1,780.73
08/27/2021	481879	Check	CESO Transportation LLC	930220	2 AP8845	175.75
08/27/2021	481880	Check	Connor, Amanda	500743	2 AP8845	64.90
08/27/2021	481881	Check	Conquer Ninja Athletics	929462-2	2 AP8845	1,320.00
08/27/2021	481882	Check	Cottens NAPA Main Office	929846	2 AP8845	53.02
08/27/2021	481883	Check	Crosby, Kate	500738	2 AP8845	50.55
08/27/2021	481884	Check	CST MN - BIN# 170065	929862	2 AP8845	22,983.75
08/27/2021	481885	Check	Dalco	904186-1	2 AP8845	2,926.74
08/27/2021	481886	Check	Durand Manufacturing Inc	924933	2 AP8845	62.38
08/27/2021	481887	Check	Erickson, Charles	500727	2 AP8845	25.01

AP Check Register

AP Run: 20210827 AP — Post Date: 2021-08-27 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/27/2021	481888	Check	Fastsigns	924696	2 AP8845	653.54
08/27/2021	481889	Check	Flinn Scientific Inc	901231-1	2 AP8845	914.80
08/27/2021	481890	Check	FP Mailing Solutions	929857	2 AP8845	225.00
08/27/2021	481891	Check	Frontline Technologies Group LLC	928988-1	2 AP8845	1,670.00
08/27/2021	481892	Check	Gebre, Hiwett	500731	2 AP8845	78.60
08/27/2021	481893	Check	GreatAmerica Financial Services	929729	2 AP8845	395.00
08/27/2021	481894	Check	Holz, Shawn	500739	2 AP8845	32.60
08/27/2021	481895	Check	Horizon Commercial Pool Supply	904818	2 AP8845	1,034.50
08/27/2021	481896	Check	Huh, Nam-Won	500742	2 AP8845	71.50
08/27/2021	481897	Check	International Gymnastics of MN LLC	926911	2 AP8845	2,280.00
08/27/2021	481898	Check	Johnson Controls Fire Protection LP	903587	2 AP8845	2,681.00
08/27/2021	481899	Check	Kelley, Brian	930471	2 AP8845	1,246.00
08/27/2021	481900	Check	Kreger, Fina	500749	2 AP8845	1.40
08/27/2021	481901	Check	Larson, Jennifer	500732	2 AP8845	219.55
08/27/2021	481902	Check	Lee, Christina	500736	2 AP8845	16.10
08/27/2021	481903	Check	Lichliter, Jenny	500740	2 AP8845	49.00
08/27/2021	481904	Check	Lifetouch	908682	2 AP8845	158.43
08/27/2021	481905	Check	Lloyd, Mary	500735	2 AP8845	28.25
08/27/2021	481906	Check	MacLean, Molly	500728	2 AP8845	167.00
08/27/2021	481907	Check	McKay, Danielle	500748	2 AP8845	18.50

AP Check Register

AP Run: 20210827 AP — Post Date: 2021-08-27 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/27/2021	481908	Check	MN Elementary School Principals Assoc (MESPA)	902538	2 AP8845	934.00
08/27/2021	481909	Check	Molly Hawkins House Inc	906838	2 AP8845	513.06
08/27/2021	481910	Check	Nelson, Kristi Kay	930378	2 AP8845	240.00
08/27/2021	481911	Check	Nesbitt, Brandon	500724	2 AP8845	6.80
08/27/2021	481912	Check	Orkin Commercial Services	926086	2 AP8845	1,301.00
08/27/2021	481913	Check	Overhead Door Company Of The Northland	903695	2 AP8845	3,058.50
08/27/2021	481914	Check	Padley, Mary Lynne	500723	2 AP8845	6.32
08/27/2021	481915	Check	Painters Gear Inc	920591	2 AP8845	486.82
08/27/2021	481916	Check	Per Mar Security Services	930354	2 AP8845	400.00
08/27/2021	481917	Check	Performance Apparel LLC	926290	2 AP8845	11,427.75
08/27/2021	481918	Check	Peterson, Andrea	500730	2 AP8845	11.10
08/27/2021	481919	Check	PPG Architectural Finishes	901709	2 AP8845	322.04
08/27/2021	481920	Check	RAK Construction Inc	929749	2 AP8845	62,270.00
08/27/2021	481921	Check	Rock Hard Landscape Supply	928528	2 AP8845	605.00
08/27/2021	481922	Check	Savvas Learning Company, LLC	930447	2 AP8845	19,898.15
08/27/2021	481923	Check	Schmeling, Paul	500741	2 AP8845	46.20
08/27/2021	481924	Check	Scholastic Inc	903196-6	2 AP8845	65.45
08/27/2021	481925	Check	School Datebooks - SDI Innovations	904442	2 AP8845	727.48
08/27/2021	481926	Check	SFM	923848	2 AP8845	6,841.12
08/27/2021	481927	Check	Siyad, Lee	500744	2 AP8845	44.70

AP Check Register

AP Run: 20210827 AP — Post Date: 2021-08-27 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/27/2021	481928	Check	Solarte Health Inc.	930099	2 AP8845	4,228.80
08/27/2021	481929	Check	St Olaf College	903458	2 AP8845	225.00
08/27/2021	481930	Check	St Paul Beverage Solutions, LLC	930156	2 AP8845	1,057.28
08/27/2021	481931	Check	State Supply Co Inc	903689	2 AP8845	876.23
08/27/2021	481932	Check	Subhas Chandra, Gayathri	500746	2 AP8845	40.90
08/27/2021	481933	Check	Superior Striping Inc	928140	2 AP8845	3,620.00
08/27/2021	481934	Check	Tep, Phalla	500737	2 AP8845	57.95
08/27/2021	481935	Check	Tri-State Bobcat	924444	2 AP8845	173.26
08/27/2021	481936	Check	Udlinek, Jessica	500729	2 AP8845	40.00
08/27/2021	481937	Check	Upper Lakes Foods Inc	929826	2 AP8845	3,429.48
08/27/2021	481938	Check	Wilkens, Carrie	500725	2 AP8845	56.15
Total:						\$397,449.14

20210827 AP Summary

Type	Count	Amount
Regular	71	397,449.14
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	71	\$397,449.14

AP Check Register

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AP Run: 20210831 Voids --- Post Date: 2021-08-31 — AP Run Type: V

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/31/2021	481811	Check	A.J. Moore Electric Inc	928491	2 AP8845	-822.18
Total:						-\$822.18

20210831 Voids Summary

Type	Count	Amount
Regular	1	-822.18
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	1	-\$822.18

AP Check Register

56

Burnsville-Eagan-Savage SD 191, MN

<u>Fund</u>	<u>Total</u>
01 - GENERAL	2,227,850.85
02 - FOOD SERVICE	54,627.83
03 - TRANSPORTATION	357,734.20
04 - COMMUNITY SERVICE	81,632.73
16 - FACILITIES RENTAL	3,718.12
22 - ISF - HEALTH SELECT 105	4,228.80
26 - BOND REFERENDUM	378,581.28
	\$3,108,373.81

AP Check Register

57

AP Run: 20210802 C1FY21 — Post Date: 2021-08-02 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/02/2021	6000000444		Advanced Imaging Solutions	928551	2 Virtua	2,644.00
08/02/2021	6000000445		Aqua Engineering Inc	900106	2 Virtua	539.50
08/02/2021	6000000446		Grainger	904387-1	2 Virtua	1,106.11
08/02/2021	6000000447		Trio Supply	903802	2 Virtua	369.98
Total:						\$4,659.59

20210802 C1FY21 Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	4	4,659.59
Total:	4	\$4,659.59

AP Check Register

58

AP Run: 20210803 C1 — Post Date: 2021-08-03 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/03/2021	6000000448		Grainger	904387-1	2 Virtua	433.08
08/03/2021	6000000449		Trio Supply	903802	2 Virtua	3,429.62
Total:						\$3,862.70

20210803 C1 Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	2	3,862.70
Total:	2	\$3,862.70

AP Check Register

AP Run: 20210809 C1 — Post Date: 2021-08-09 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/09/2021	6000000450		Advanced Imaging Solutions	928551	2 Virtua	246.51
08/09/2021	6000000451		Grainger	904387-1	2 Virtua	2,163.26
08/09/2021	6000000452		Tri-Dim Filter Corp	929519	2 Virtua	3,233.16
08/09/2021	6000000453		Trio Supply	903802	2 Virtua	517.50
Total:						\$6,160.43

20210809 C1 Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	4	6,160.43
Total:	4	\$6,160.43

AP Check Register

60

AP Run: 20210818 C1 — Post Date: 2021-08-18 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/18/2021	6000000454		Advanced Imaging Solutions	928551	2 Virtua	550.00
08/18/2021	6000000455		Aqua Engineering Inc	900106	2 Virtua	2,979.90
08/18/2021	6000000456		Cole Papers Inc	927279-1	2 Virtua	307.44
08/18/2021	6000000457		Cornerstone Copy Center	900502	2 Virtua	7,651.33
08/18/2021	6000000458		Grainger	904387-1	2 Virtua	781.19
08/18/2021	6000000459		Trio Supply	903802	2 Virtua	232.04
Total:						\$12,501.90

20210818 C1 Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	6	12,501.90
Total:	6	\$12,501.90

AP Check Register

AP Run: 20210830 C1 — Post Date: 2021-08-30 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/30/2021	6000000460		Advanced Imaging Solutions	928551	2 Virtua	170.00
08/30/2021	6000000461		Aqua Engineering Inc	900106	2 Virtua	603.75
08/30/2021	6000000462		Cole Papers Inc	927279-1	2 Virtua	967.22
08/30/2021	6000000463		Grainger	904387-1	2 Virtua	1,800.80
08/30/2021	6000000464		MEI Total Elevator Solutions	908999-1	2 Virtua	2,691.86
08/30/2021	6000000465		Tri-Dim Filter Corp	929519	2 Virtua	1,441.12
08/30/2021	6000000466		Universal Athletic LLC	928417	2 Virtua	335.97
Total:						\$8,010.72

20210830 C1 Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	7	8,010.72
Total:	7	\$8,010.72

AP Check Register

62

Burnsville-Eagan-Savage SD 191, MN

<u>Fund</u>	<u>Total</u>
01 - GENERAL	23,212.73
02 - FOOD SERVICE	4,189.73
04 - COMMUNITY SERVICE	7,492.88
50 - STUDENT ACTIVITY FUND	300.00
	\$35,195.34

AP Check Register

63

AP Run: 20210809 VACH — Post Date: 2021-08-09 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/09/2021	9000002303	ACH	CDW Government Inc	920289-1	1 AP5800	1,232.00
08/09/2021	9000002304	ACH	Forecast5 Analytics Inc	929001	1 AP5800	13,285.00
Total:						\$14,517.00

20210809 VACH Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	2	14,517.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	2	\$14,517.00

AP Check Register

AP Run: 20210825 ACH — Post Date: 2021-08-25 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/25/2021	9000002305	ACH	Battle, Theresa F	019927	1 AP5800	500.00
08/25/2021	9000002306	ACH	Blazquez, Javier	017737	1 AP5800	75.00
08/25/2021	9000002307	ACH	Bocklund, Timothy	015540	1 AP5800	50.00
08/25/2021	9000002308	ACH	Daoud, Hamde	019100	1 AP5800	1,339.17
08/25/2021	9000002309	ACH	Dehne, Tyler	020322	1 AP5800	200.00
08/25/2021	9000002310	ACH	Dixon, Dave T	017566	1 AP5800	100.00
08/25/2021	9000002311	ACH	Erickson, Kayla M	020006	1 AP5800	31.92
08/25/2021	9000002312	ACH	Felton, Michelle M.	014511	1 AP5800	50.00
08/25/2021	9000002313	ACH	Gorton, Rachel	016735	1 AP5800	200.00
08/25/2021	9000002314	ACH	Haberlack, Cheryl A	007546	1 AP5800	150.00
08/25/2021	9000002315	ACH	Hanson, Lisa	011966	1 AP5800	75.00
08/25/2021	9000002316	ACH	Kachman, Angela	010826	1 AP5800	50.00
08/25/2021	9000002317	ACH	Kegley, Renee C	013572	1 AP5800	31.95
08/25/2021	9000002318	ACH	Keuler, Lori J	016667	1 AP5800	50.00
08/25/2021	9000002319	ACH	Kibler, Jeanne	014479	1 AP5800	51.91
08/25/2021	9000002320	ACH	Konopa, Stacey	008088	1 AP5800	39.79
08/25/2021	9000002321	ACH	Lake, David	017436	1 AP5800	149.46
08/25/2021	9000002322	ACH	Lattery, Sharleen M	010482	1 AP5800	50.00
08/25/2021	9000002323	ACH	Levinski, Sarah A	018857	1 AP5800	138.54
08/25/2021	9000002324	ACH	Lian, Jocelyn M	020194	1 AP5800	75.00

AP Check Register

AP Run: 20210825 ACH — Post Date: 2021-08-25 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/25/2021	9000002325	ACH	Meyer, Joseph	009554	1 AP5800	50.00
08/25/2021	9000002326	ACH	Nelson, Katherine	018844	1 AP5800	100.00
08/25/2021	9000002327	ACH	Niemiec, Alicia	013692	1 AP5800	22.96
08/25/2021	9000002328	ACH	Payne, Barbara	011868	1 AP5800	100.00
08/25/2021	9000002329	ACH	Peterson, Christine K	016429	1 AP5800	50.00
08/25/2021	9000002330	ACH	Podratz, Anne Marie	007339	1 AP5800	50.00
08/25/2021	9000002331	ACH	Rider, Lisa K	016166	1 AP5800	226.95
08/25/2021	9000002332	ACH	Robole, Vicki M	009670	1 AP5800	30.24
08/25/2021	9000002333	ACH	Schwab, Timothy R	018336	1 AP5800	56.45
08/25/2021	9000002334	ACH	Sovine, Stacey	017487	1 AP5800	200.00
08/25/2021	9000002335	ACH	Tarnofsky, John J	020438	1 AP5800	13.50
08/25/2021	9000002336	ACH	Thomas, John S	020221	1 AP5800	139.50
08/25/2021	9000002337	ACH	Tinklenberg, Aaron D	017462	1 AP5800	200.00
08/25/2021	9000002338	ACH	Van Der Woude, Mark	007841	1 AP5800	50.00
08/25/2021	9000002339	ACH	Webster, James A	020409	1 AP5800	13.89
08/25/2021	9000002340	ACH	Wurdeman, Scott	010543	1 AP5800	460.88
Total:						\$5,172.11

AP Check Register

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AP Run: 20210825 ACH — Post Date: 2021-08-25 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

<u>Check Date</u>	<u>Check Number</u>	<u>Payment Type</u>	<u>Name</u>	<u>Vendor Number</u>	<u>Bank Account Code</u>	<u>Check Amount</u>
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20210825 ACH Summary

<u>Type</u>	<u>Count</u>	<u>Amount</u>
Regular	0	0.00
ACH Checks:	36	5,172.11
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	36	\$5,172.11

AP Check Register

AP Run: 20210830 VACH — Post Date: 2021-08-30 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/30/2021	9000002341	ACH	CDW Government Inc	920289-1	1 AP5800	3,184.69
08/30/2021	9000002342	ACH	Kelleher Helmrich and Associates Inc	908955	1 AP5800	523.75
08/30/2021	9000002343	ACH	Sneaky Chef Foods, LLC	930465	1 AP5800	19,008.00
Total:						\$22,716.44

20210830 VACH Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	3	22,716.44
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	3	\$22,716.44

AP Check Register

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Burnsville-Eagan-Savage SD 191, MN

<u>Fund</u>	<u>Total</u>
01 - GENERAL	19,573.19
02 - FOOD SERVICE	19,008.00
04 - COMMUNITY SERVICE	2,699.36
22 - ISF - HEALTH SELECT 105	1,125.00
	\$42,405.55



Agenda IV.A.5
October 28, 2021

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

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

Date: October 12, 2021

Re: Budget Analysis for the Month Ending August 31, 2021

Recommendation: That the Board accepts the Budget Analysis for the month ending August 31, 2021.

The July Budget Reports are presented for Board information and review. The reports indicate the following:

	<u>Year-to-Date Revenue</u>	<u>% of Adopted Budget</u>	<u>Year-to-Date Expenditures</u>	<u>% of Adopted Budget</u>
All Funds	\$ 15,049,746	8.51%	\$ 11,079,902	6.09%
General Fund	\$ 11,994,238	9.18%	\$ 7,617,625	5.61%

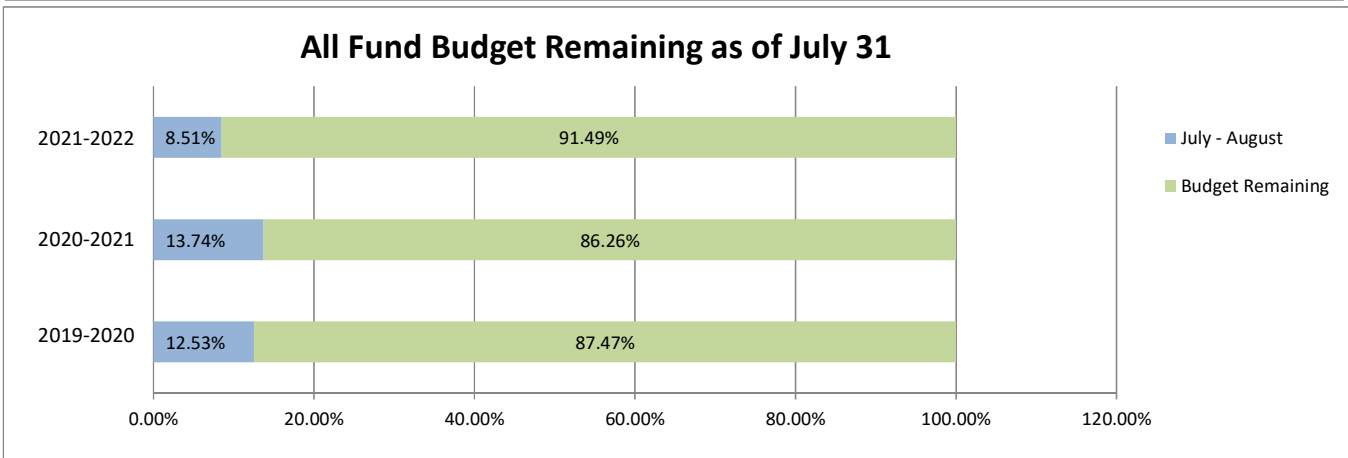
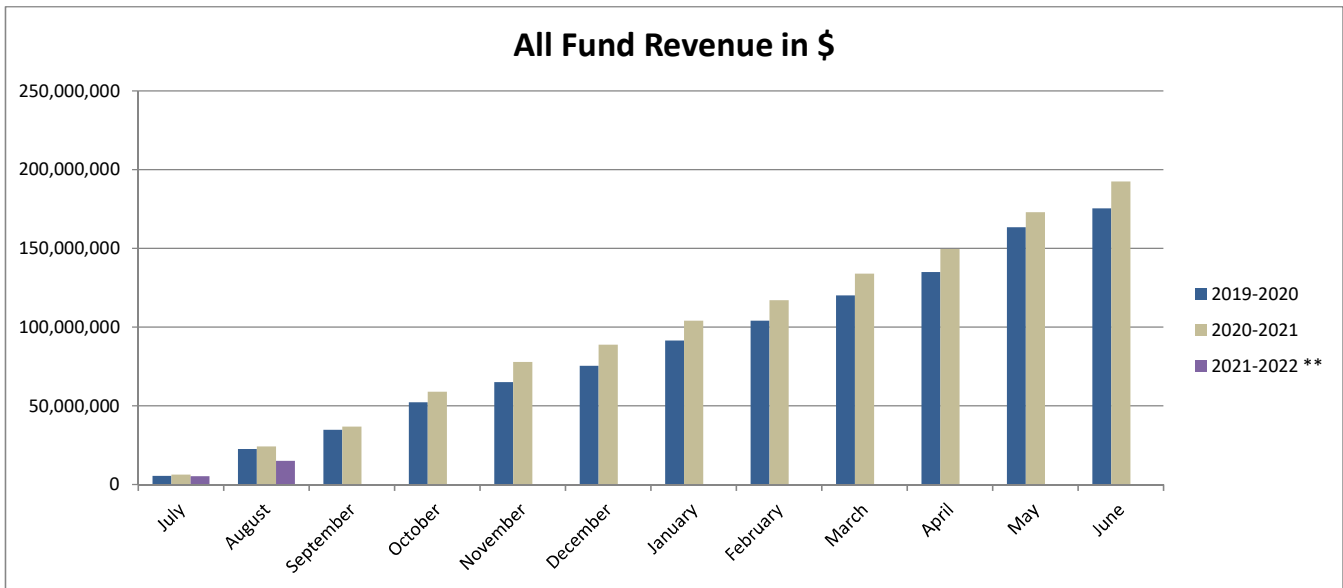
To assist the Board in monitoring monthly financial activity and to help identify budget-to-actual deviations, the following graphs have been developed for all funds and the general fund:

Revenues Year-to-Date for Last two years and Current year
Expenditures Year-to-Date for Last two years and Current year

All of the reports and graphs show last year's actual figures, this year's budget and this year's activity to day. Additional detail is available upon request.

**REVENUE COMPARISON
ALL FUNDS**

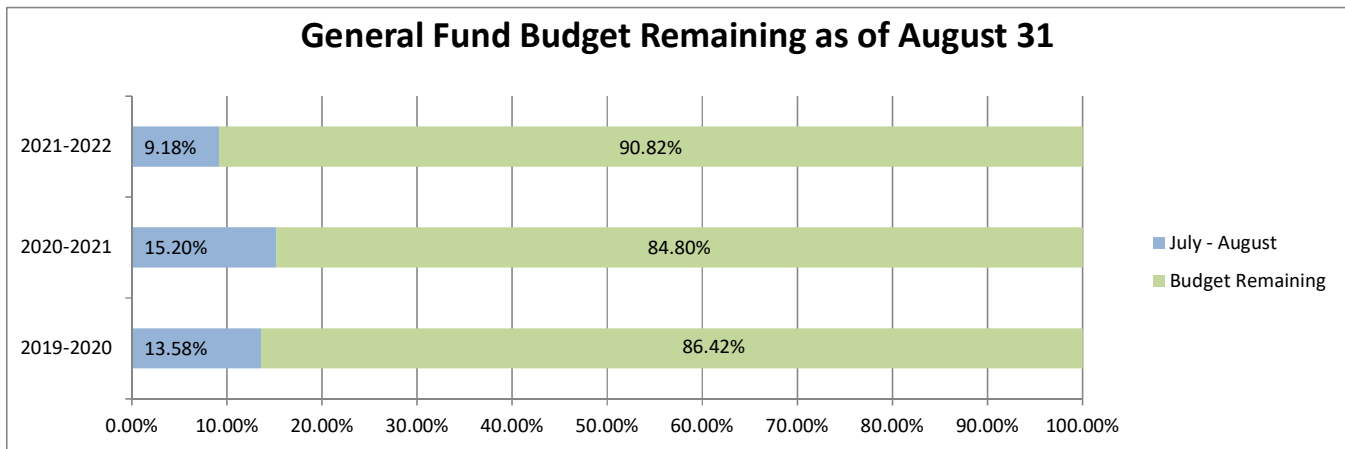
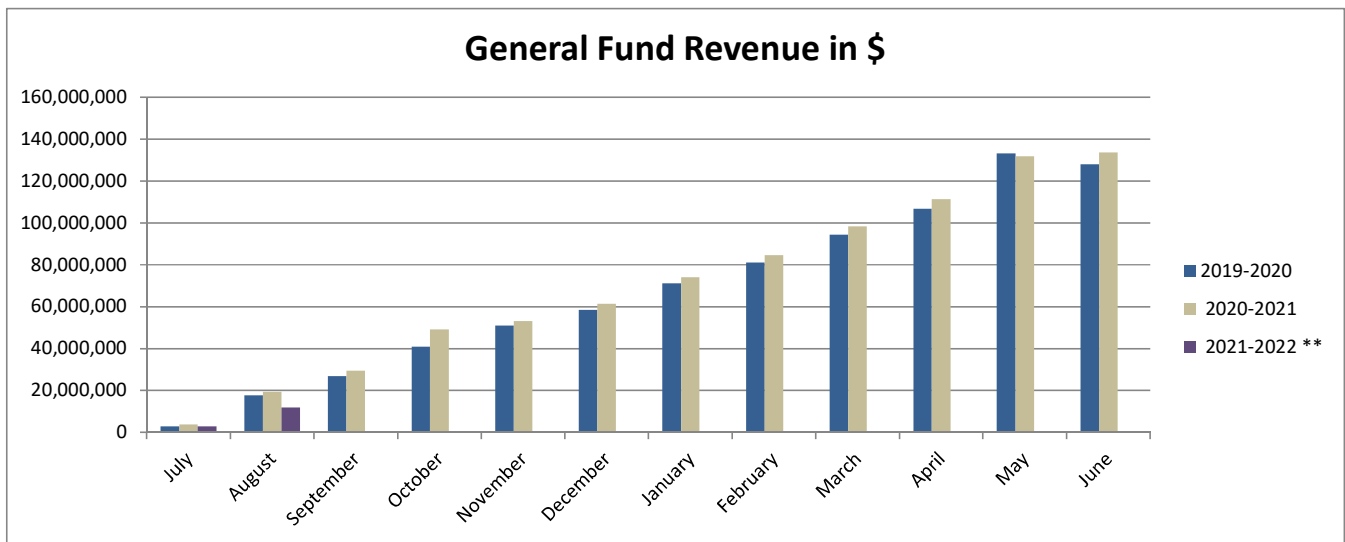
	2019-2020		2020-2021		2021-2022 **	
	\$	%	\$	%	\$	%
July	5,485,241	3.04%	6,287,193	3.59%	5,298,428	3.00%
August	22,594,027	12.53%	24,061,844	13.74%	15,049,746	8.51%
September	34,813,133	19.31%	36,829,976	21.04%		0.00%
October	52,091,920	28.89%	59,014,681	33.71%		0.00%
November	64,950,000	36.02%	77,976,654	44.54%		0.00%
December	75,350,271	41.79%	88,949,514	50.81%		0.00%
January	91,452,688	50.72%	103,921,863	59.36%		0.00%
February	104,037,421	57.70%	117,144,444	66.91%		0.00%
March	120,089,341	66.60%	133,864,754	76.46%		0.00%
April	134,860,140	74.79%	149,466,884	85.38%		0.00%
May	163,402,130	90.62%	173,006,598	98.82%		0.00%
June	175,487,024	97.33%	192,391,251	109.89%		0.00%
BUDGET	180,308,051	100.00%	175,070,662	100.00%	176,825,094	100.00%



** The year to year comparison will vary due to the timing of the reversal of prior year accruals and based on timing of financial activity, monthly figures are subject to change

**REVENUE COMPARISON
GENERAL FUND**

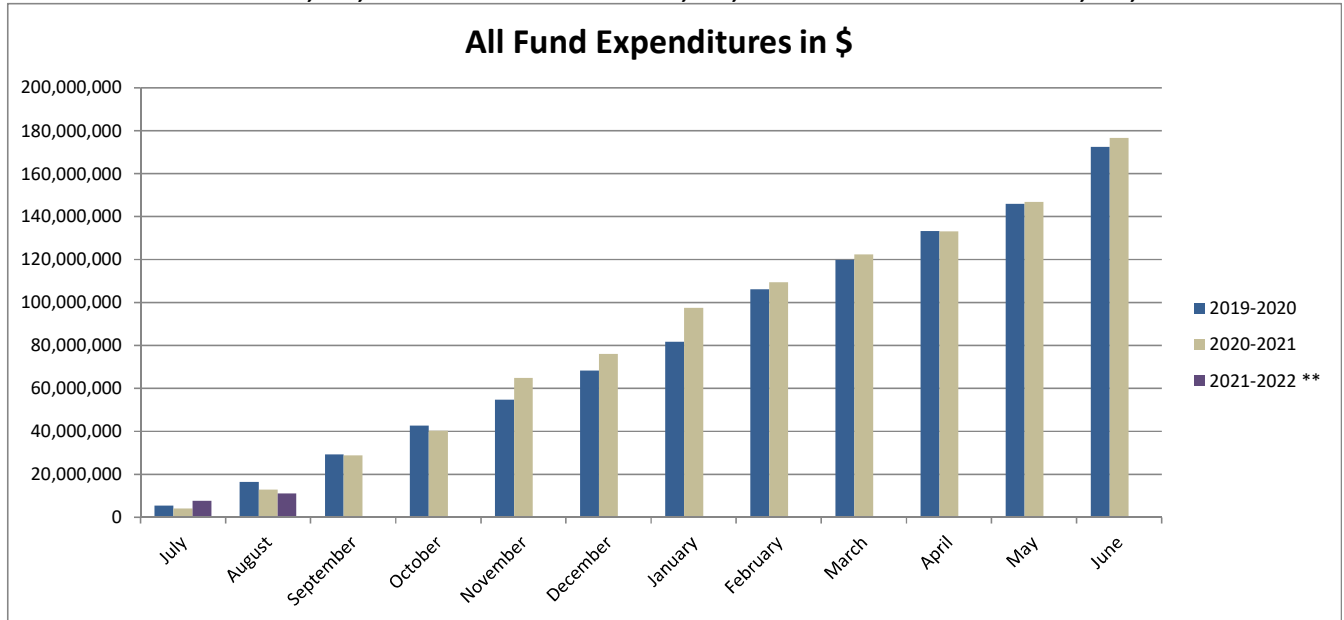
	2019-2020		2020-2021		2021-2022 **	
	\$	%	\$	%	\$	%
July	2,952,734	2.26%	3,817,036	3.01%	2,886,590	2.21%
August	17,728,648	13.58%	19,274,187	15.20%	11,994,238	9.18%
September	26,994,038	20.67%	29,519,205	23.27%		0.00%
October	40,875,100	31.30%	49,179,583	38.77%		0.00%
November	50,901,641	38.98%	53,171,053	41.92%		0.00%
December	58,488,110	44.79%	61,389,953	48.40%		0.00%
January	71,248,272	54.57%	73,970,734	58.32%		0.00%
February	81,110,930	62.12%	84,622,165	66.72%		0.00%
March	94,414,841	72.31%	98,343,919	77.54%		0.00%
April	106,747,578	81.75%	111,273,854	87.73%		0.00%
May	133,202,884	102.02%	131,860,398	103.96%		0.00%
June	127,889,261	97.95%	133,587,632	105.32%		0.00%
BUDGET	130,570,739	100.00%	126,834,491	100.00%	130,685,614	100.00%



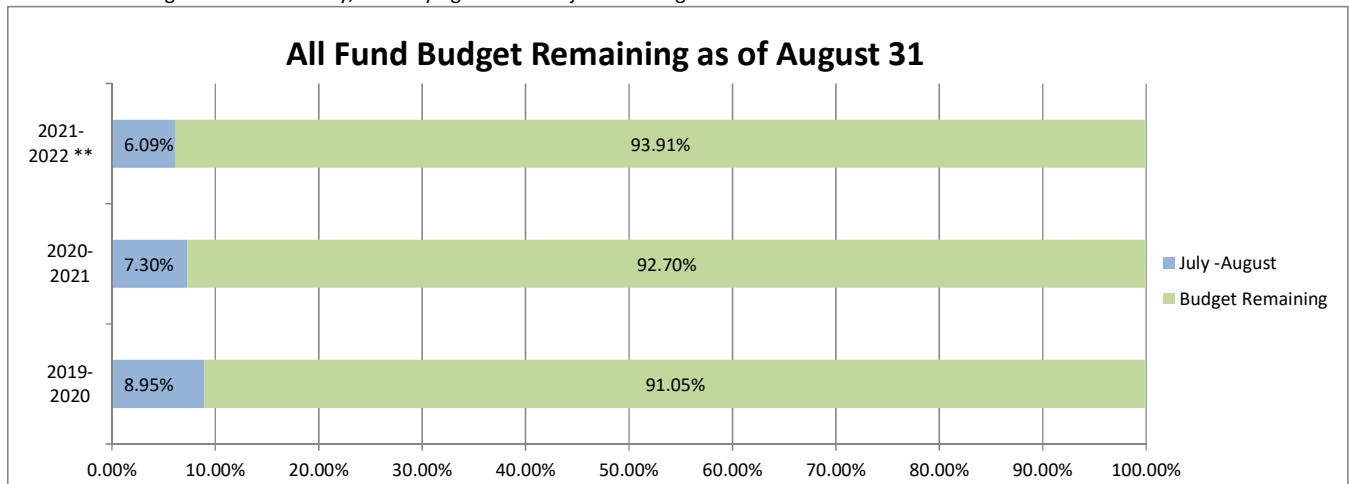
** The year to year comparison will vary due to the timing of the reversal of prior year accruals and based on timing of financial activity, monthly figures are subject to change

**EXPENDITURE COMPARISON
ALL FUNDS**

	2019-2020		2020-2021		2021-2022 **	
	\$	%	\$	%	\$	%
July	5,527,131	3.00%	4,136,021	2.36%	7,576,301	4.16%
August	16,468,457	8.95%	12,806,761	7.30%	11,079,902	6.09%
September	29,323,003	15.94%	28,871,496	16.45%		0.00%
October	42,659,629	23.19%	40,214,431	22.92%		0.00%
November	54,807,687	29.79%	64,868,844	36.96%		0.00%
December	68,333,711	37.14%	76,102,321	43.37%		0.00%
January	81,733,856	44.42%	97,403,339	55.50%		0.00%
February	106,174,331	57.71%	109,396,118	62.34%		0.00%
March	119,896,778	65.16%	122,331,287	69.71%		0.00%
April	133,324,048	72.46%	133,047,037	75.82%		0.00%
May	145,975,143	79.34%	146,818,004	83.66%		0.00%
June	172,410,094	93.71%	176,641,177	100.66%		0.00%
BUDGET	183,989,992	100.00%	175,489,038	100.00%	182,025,112	100.00%

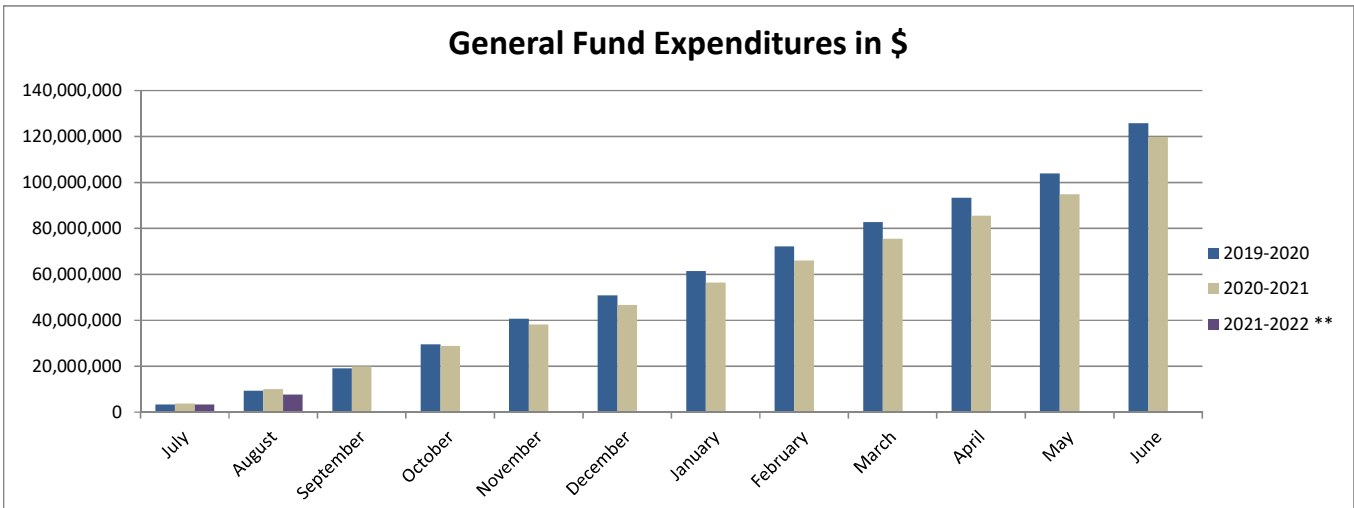


**based on timing of financial activity, monthly figures are subject to change

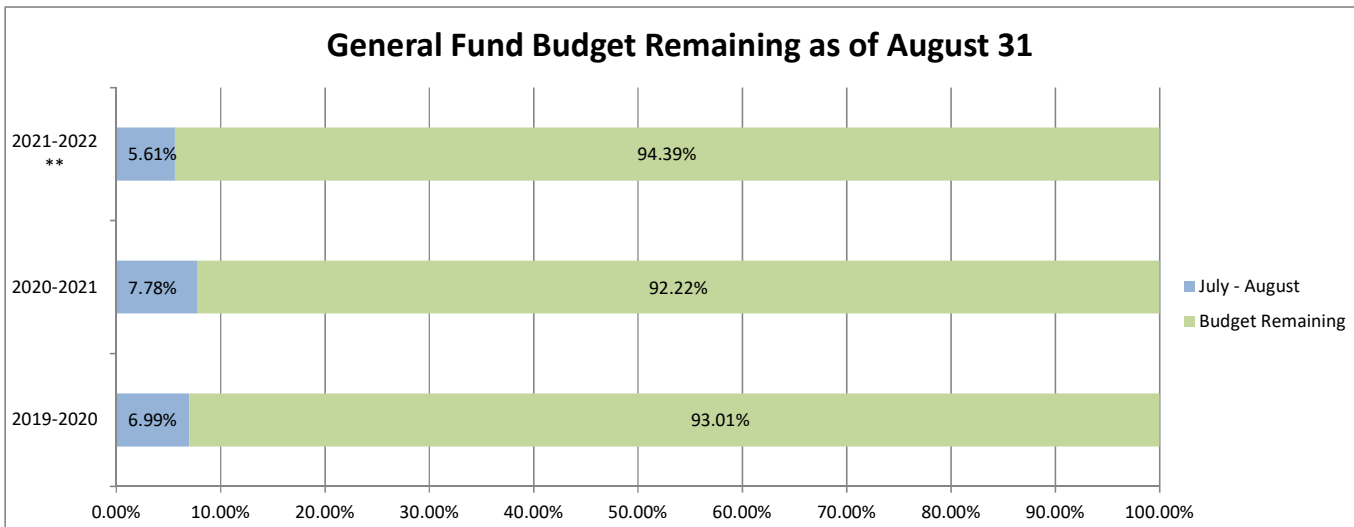


**EXPENDITURE COMPARISON
GENERAL FUND**

	2019-2020		2020-2021		2021-2022 **	
	\$	%	\$	%	\$	%
July	3,278,040	2.48%	3,805,343	2.98%	3,258,178	2.40%
August	9,235,858	6.99%	9,950,010	7.78%	7,617,625	5.61%
September	19,056,078	14.41%	19,860,387	15.54%		0.00%
October	29,431,382	22.26%	28,831,518	22.56%		0.00%
November	40,610,524	30.72%	38,110,749	29.81%		0.00%
December	50,859,427	38.47%	46,736,045	36.56%		0.00%
January	61,440,209	46.47%	56,357,446	44.09%		0.00%
February	72,157,858	54.58%	65,964,586	51.61%		0.00%
March	82,820,131	62.64%	75,602,778	59.15%		0.00%
April	93,356,204	70.61%	85,552,003	66.93%		0.00%
May	103,944,142	78.62%	94,865,356	74.21%		0.00%
June	125,799,767	95.15%	119,796,978	93.72%		0.00%
BUDGET	132,208,436	100.00%	127,825,136	100.00%	135,767,437	100.00%



**based on timing of financial activity, monthly figures are subject to change





**Agenda IV.A.6.
October 28, 2021**

To: Board of Education

From: Dr. Theresa Battle, superintendent

Date: October 15, 2021

Re: Receive a Report about the Listening Session

Recommendation: Receive a report about the Listening Session on October 14, 2021.

No one spoke at the listening session on October 14, 2021.



Future Ready. Community Strong.

**Agenda IV.A.7.
October 28, 2021**

To: Board of Education

From: Dr. Theresa Battle, superintendent, Brian Gersich, assistant superintendent, and Imina Oftedahl, director of curriculum, instruction and assessment

Date: October 21, 2021

Re: Policies 208: *Development, Adoption, and Implementation of Policies*, 504: *Student Dress and Appearance*, 506: *Student Discipline*, 514: *Bullying Prohibition Policy*, 604: *Instructional Curriculum*, 612.1: *Title I Family Engagement*, and 620: *Credit for Learning*.

Recommendation: Approve, on a second reading basis, changes to Policies 208: Development, Adoption, and Implementation of Policies, 504: Student Dress and Appearance, 506: Student Discipline, 514: Bullying Prohibition Policy, 604: Instructional Curriculum, 612.1: Title I Family Engagement, and 620: Credit for Learning.

The policies were reviewed by the Policy Review Committee on September 20. The first reading of was approved by the Board on October 14, 2021.

Adopted: 11/2003
Reviewed: 10/14/2021
Revised: 10/28/2021
Rescinds: BF

Burnsville-Eagan-Savage School District Policy 208

208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES

I. PURPOSE

The purpose of this policy is to emphasize the importance of the policy-making role of the school board and provide the means for it to continue to be an ongoing effort.

II. GENERAL STATEMENT OF POLICY

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, equitable, and consistent manner. A set of written policy statements shall be maintained and modified as needed. Policies should define the desire and intent of the school board and should be in a form which is sufficiently explicit to guide administrative action.

III. DEVELOPMENT OF POLICY

- A. The school board has jurisdiction to legislate policy for the school district with the force and effect of law. School board policy provides the general direction as to what the school board wishes to accomplish while delegating implementation of policy to the administration.
- B. The school board's written policies provide guidelines and goals to the school community. The policies shall be the basis for the formulation of guidelines and directives by the administration.
- C. Policies may be proposed by a school board member, employee, student or resident of the school district. Proposed policies or ideas shall be submitted to the superintendent for review by the Policy Review Committee prior to possible placement on the school board agenda. Policies must comply and not conflict with other policies and or state and federal statute.

IV. ADOPTION OF POLICY

- A. The school board shall give notice of proposed policy changes or adoption of new policies or repeal of existing policies by placing the item on the agenda of two school board meetings.
- B. The final action taken to adopt the proposed policy or repeal an existing policy shall be approved by a simple majority vote of the school board after the meeting at which public input was received. The adopted policy will be effective on the

later of the date of passage or the date stated in the motion. A repealed policy will no longer be in effect on the later of the date of board action or the date stated in the motion.

- C. In the case of an emergency, a new or modified policy may be adopted or repealed by a majority vote of a quorum of the school board. A statement regarding the emergency and the need for immediate adoption or repeal of the policy shall be included in the minutes. The emergency action shall expire within one year following the emergency action unless the policy adoption or repeal procedure stated above is followed and the policy adoption or repeal is reaffirmed. The school board shall have discretion to determine what constitutes an emergency situation.
- D. If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.
- E. All proposals shall be distributed and public comment will be allowed at a listening session prior to final board actions.

V. IMPLEMENTATION OF POLICY

- A. The superintendent or designee shall be responsible for implementing school board policies, other than the policies that cover how the school board will operate. The superintendent or designee shall develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. The student handbook shall be subject to annual review and approval by the school board.
- B. Policies adopted by the school board shall be posted to the school district's website using the codification system and format approved by the school board.
- C. The superintendent and designees are responsible to keep the digital policies current: <https://www.isd191.org/discover/board-of-education/policies>
- D. The school board shall review policies at least once every five years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one-fifth of the policies annually. In addition, the school board shall review the following policies annually: 410 Family and Medical Leave Policy; 413 Harassment and Violence; 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse; 415 Mandated Reporting of Maltreatment of Vulnerable Adults; 506 Student Discipline; 514 Bullying Prohibition Policy; 522 Student Sex Nondiscrimination; 634: Electronic Technologies Acceptable Use Policy;; 806 Emergency Operations Policy; and 208 Development, Adoption, and Implementation of Policies.

- E. When no school board policy exists to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the educational philosophy and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the action taken, the need for a policy, and will present a recommended policy to the school board for approval.

VI. RESPONSIBILITIES

- A. Board Members—Discharge their governance responsibility through the adoption of policies that establish the focus, criteria, and parameters for decision-making by school district staff to ensure decisions made are congruent with school district goals and priorities.
- B. Board Policy Review Committee—Reviews recommended policies, prior to submitting to the full board for consideration, to ensure policies are within the scope of the school board’s authority and support the school district’s mission, vision, core values, and strategic direction.
- C. District Administrators—Are responsible for informing their subordinates of existing policies and administrative regulations and ensuring that all policies and regulations are implemented with fidelity.
- D. Staff—Are responsible for implementing all school board policies and administrative regulations with fidelity.
- E. Superintendent—Periodically reviews and evaluates all current policies, keeping the school board apprised of the need to revise or repeal existing policies or adopt new policies.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (School District Powers)
Minn. Stat. § 123B.09, Subd. 1 (School Board Powers)

Cross References: Burnsville-Eagan-Savage School District Policy 105 (Equity, Access, and Excellence in Education)
Burnsville-Eagan-Savage School District Policy 305 (Policy Implementation)

Adopted: 9/24/2015
Reviewed: 10/14/2021
Revised: 10/28/2021
Rescinds:

Burnsville-Eagan-Savage School District Policy 504

504 STUDENT DRESS AND APPEARANCE

I. PURPOSE

The purpose of this policy is to enhance the learning environment of students by establishing expectations of dress and grooming that are related to educational goals and community standards.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to encourage students to be dressed appropriately for school activities and in keeping with community standards. This is a joint responsibility of the student and the student's parent(s) or guardian(s).
- B. Appropriate clothing includes, but is not limited to, the following:
1. Clothing appropriate for the weather.
 2. Clothing that does not create a health or safety hazard.
 3. Clothing appropriate for the activity (i.e., physical education or the classroom).
- C. Inappropriate clothing includes, but is not limited to, the following:
1. Tops that are low cut, expose the midriff and other clothing that expose undergarments.
 2. Clothing bearing a message that is lewd, vulgar, or obscene.
 3. Apparel promoting products or activities that are illegal for use by minors.
 4. Objectionable emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry (including sports apparel) communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, evidences gang membership or affiliation, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals as defined in Burnsville-Eagan-Savage School District Policy 413.
 5. Any apparel or footwear that would damage school property.

- D. The intention of this policy is not to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane, or do not advocate violence or harassment against others.

III.5 PROCEDURES

- A. When, in the judgment of the administration, a student's appearance, grooming, or mode of dress interferes with or disrupts the educational process or school activities, or poses a threat to the health or safety of the student or others, the student will be directed to make modifications or will be sent home for the day. Parents/guardians will be notified.
- B. The administration may recommend a form of dress considered appropriate for a specific event and communicate the recommendation to students and parents/guardians.
- C. Likewise, an organized student group may recommend a form of dress for students considered appropriate for a specific event and make such recommendation to the administration for approval.

Legal References: U. S. Const., amend. I
Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
B.W.A. v. Farmington R-7 Sch. Dist., 554 F.3d 734 (8th Cir. 2009)
Lowry v. Watson Chapel Sch. Dist., 540 F.3d 752 (8th Cir. 2008)
Stephenson v. Davenport Cmty. Sch. Dist., 110 F.3d 1303 (8th Cir. 1997)
B.H. ex rel. Hawk v. Easton Area School Dist., 725 F.3d 293 (3rd Cir. 2013)
D.B. ex rel. Brogdon v. Lafon, 217 Fed.Appx. 518 (6th Cir. 2007)
Hardwick v. Heyward, 711 F.3d 426 (4th Cir. 2013)
Madrid v. Anthony, 510 F.Supp.2d 425 (S.D. Tex. 2007)
McIntire v. Bethel School, Indep. Sch. Dist. No. 3, 804 F.Supp. 1415 (W.D. Okla. 1992)
Hicks v. Halifax County Bd. of Educ., 93 F.Supp.2d 649 (E.D. N.C. 1999)
Olesen v. Bd. of Educ. of Sch. Dist. No. 228, 676 F.Supp. 820 (N.D. Ill. 1987)

Cross References: Burnsville-Eagan-Savage School District Policy 413 (Harassment and Violence)
 Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
 Burnsville-Eagan-Savage School District Policy 525 (Violence Prevention)

Adopted: 5/04
Reviewed: 10/14/2021
Revised: 10/28/2021
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 Electronic Technologies Acceptable Use 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 member of a protected 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, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity or expression, or disability.
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. Restorative conversations or practices
- U. Reteaching expectations
- V. 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 105 (Equity, Access & Excellence in Education)
 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)

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Burnsville-Eagan-Savage School District Policy 514

514 BULLYING PROHIBITION POLICY

I. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying of students and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior involving students.

II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual or a group, of a student, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to individuals who directly engage in an act of bullying, but also to those who, by their indirect behavior, condone or support an act of bullying. This policy also applies to anyone whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying of a student.
- C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.

- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying of a student shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy. The school district may take into account the following factors:
 - 1. The developmental ages and maturity levels of the parties involved;
 - 2. The levels of harm, surrounding circumstances, and nature of the behavior;
 - 3. Past incidences or past or continuing patterns of behavior;
 - 4. The relationship between the parties involved; and
 - 5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

Consequences for employees who commit, permit, condone, or tolerate bullying of a student or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

- G. The school district will act to investigate all complaints of bullying of a student reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

- A. "Bullying" means intimidating, threatening, abusive, or harming conduct, aimed

at a student, that is objectively offensive and:

1. an actual or perceived imbalance of power exists between the person engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying as defined in this policy.

- B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that does the following:
1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;
 2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
 3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. "On school premises, on school district property, at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property adjacent to school grounds, 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 grounds, 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 bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

- F. "Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.
- G. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- H. "Student" means a student enrolled in a public school or a charter school.

IV. REPORTING PROCEDURE

- A. Any student who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.
- C. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.
- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

V. SCHOOL DISTRICT ACTION

- A. Within three working days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary

consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy and other applicable school district policies; and applicable regulations.

- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

VI. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

VII. TRAINING AND EDUCATION

- A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school

personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.

- B. The school district shall require ongoing professional development, consistent with Minn. Stat. § 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:
1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
 2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
 3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
 4. The incidence and nature of cyberbullying; and
 5. Internet safety and cyberbullying.
- C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce

discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
 2. Partner with parents and other community members to develop and implement prevention and intervention programs;
 3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
 4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
 5. Teach students to advocate for themselves and others;
 6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
 7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy in the student handbook.

VIII. NOTICE

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.
- C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the

school district.

- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definition of Public School)
 Minn. Stat. § 120B.232 (Character Development Education)
 Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)
 Minn. Stat. § 121A.031 (School Student Bullying Policy)
 Minn. Stat. § 121A.0311 (Notice of Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
 Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
 Minn. Stat. § 121A.69 (Hazing Policy)
 Minn. Stat. § Ch. 124E (Charter School)
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
 20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
 34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

Cross References: Burnsville-Eagan-Savage Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 Burnsville-Eagan-Savage Policy 413 (Harassment and Violence)
 Burnsville-Eagan-Savage Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
 Burnsville-Eagan-Savage Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
 Burnsville-Eagan-Savage Policy 422 (Policies Incorporated by Reference)
 Burnsville-Eagan-Savage Policy 423 (Employee-Student Relationships)
 Burnsville-Eagan-Savage Policy 501 (School Weapons Policy)
 Burnsville-Eagan-Savage Policy 506 (Student Discipline)
 Burnsville-Eagan-Savage Policy 507 (Corporal Punishment)
 Burnsville-Eagan-Savage Policy 515 (Protection and Privacy of Pupil Records)
 Burnsville-Eagan-Savage Policy 521 (Student Disability Nondiscrimination)

Burnsville-Eagan-Savage Policy 522 (Student Sex Nondiscrimination)
Burnsville-Eagan-Savage Policy 524 (Internet Acceptable Use and Safety Policy)

Burnsville-Eagan-Savage Policy 525 (Violence Prevention)

Burnsville-Eagan-Savage Policy 526 (Hazing Prohibition)

Burnsville-Eagan-Savage Policy 529 (Staff Notification of Violent Behavior by Students)

Burnsville-Eagan-Savage Policy 709 (Student Transportation Safety

Policy)

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

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

Adopted: 12/17/2015
Reviewed: 10/14/2021
Revised: 10/28/2021
Rescinds:

Burnsville-Eagan-Savage School District Policy 604

604 INSTRUCTIONAL CURRICULUM

I. PURPOSE

The purpose of this policy is to provide for the development of course offerings for students.

II. GENERAL STATEMENT OF POLICY

- A. The basic instructional program shall meet all standards and other content requirements for each grade level by the Minnesota Department of Education. The instructional approach will be nondiscriminatory.
- B. The school board, at its discretion, may offer additional courses in the instructional program at any grade level.
- C. Each instructional program shall be planned for optimal benefit taking into consideration the financial condition of the school district and other relevant factors. Each program plan should contain alignment with required standards, goals and objectives, materials, and methods for student evaluation. Each instructional program should support culturally responsive instruction and reflect diversity, inclusion, and representation of multiple perspectives.
- D. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to instructional curriculum.
- E. The school district shall assist all students by grade 6 and no later than grade 9 to explore their college and career interests and aspirations and develop a plan for a smooth and successful transition to postsecondary education or employment.

Legal References: Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.022 (Elective Standards)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Involuntary Career Tracking Prohibited)
Minn. Stat. § 120B.236 (Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction)

Cross References:

Burnsville-Eagan-Savage School District Policy 105 (Equity, Access and Excellence in Education)
Burnsville-Eagan-Savage School District Policy 603 (Curriculum Development)
Burnsville-Eagan-Savage School District Policy 605 (Alternative Programs)

Adopted: 05/2003
Reviewed: 10/14/2021
Revised: 10/28/2021
Rescinds: KAA

Burnsville-Eagan-Savage School District Policy 612.1

612.1 TITLE I FAMILY ENGAGEMENT

I. PURPOSE

The purpose of this policy is to encourage and facilitate engagement by parents of students participating in Title I in the educational programs and experiences of students. The policy shall provide the framework for organized, systematic, ongoing, informed and timely parental engagement in relation to decisions about the Title I services within the school district. The engagement of parents by the school district shall be directed toward both public and private school children whose parents are school district residents or whose children attend school within the boundaries of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to plan and implement, with meaningful consultation with parents of participating children, programs, activities and procedures for the engagement of parents and families in its Title I programs.
- B. The policy of the school district is to comply with 20 U.S.C. § 6318 which requires the school district to develop jointly with, agree upon with, and distribute to parents of children participating in Title I programs written parent and family engagement policies.

III. DEFINITIONS

For the purposes of this policy, “parent” is defined as a person or persons who look after and/or are legally responsible for a child who is a student in District 191.

IV. COMMUNICATION

The school board is committed to establishing and supporting planned and systematic two-way communication between the school district and its staff, students, parents, and community members. The Family Engagement Policy will provide direction for the communication activities between Title I schools and parents.

- A. Involve parents and family members in the joint development of the school district’s Title I plan and the development of support and improvement plans;
- B. Provide the coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools within the school district in planning and implementing effective parent and family involvement activities

to improve student academic achievement and school performance, meaningful consultation with individuals with expertise in effectively engaging parents and family members in education;

- C. Coordinate and integrate parent and family engagement strategies with similar strategies, to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs under other programs;
- D. Conduct, with the meaningful engagement of parents and family members, an annual evaluation of the content and effectiveness of the parent and family engagement policy in improving the academic quality of the schools served, including identifying barriers to greater participation by parents in parental engagement activities (including parents of students who have been historically underserved, students served by IEPs, and multilingual students); the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and strategies to support successful school and family interactions;
- E. Use the findings of such evaluations to design evidence-based strategies for more effective parental engagement and to revise, if necessary, the district-level policy and school-level parent and family engagement plans; and
- F. Involve parents in the activities of the schools, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents or family members served by the school district to adequately represent the needs of the population served by the school district for the purposes of developing, revising, and reviewing the parent and family engagement policy.
- G. A Title I school district website will be established that will include this Family Engagement Policy.
- H. Communication with parents will be provided in the parent's preferred language whenever reasonably possible.

V. PARENTING

The Family Engagement Plan of each Title I school will encourage high student achievement by sharing this responsibility between home and school.

- A. Parents will be notified of workshops and other programs that meet the needs expressed by parents.
- B. The Family-School Compact will be developed with input from families and will articulate the responsibilities parents, students, and schools share for students' success in achieving the state's high standards.

VI. DECISION-MAKING AND ADVOCACY

- A. The advisory committee is comprised of school district staff and parents who represent participating schools, public and nonpublic. The purpose of this committee is to accomplish the following:
1. Preview and provide input into the Family Engagement Policy;
 2. Disseminate information to parents;
 3. Be available to answer parents' questions; and
 4. Review the school district's Title I Program.

VII. VOLUNTEERING

Title I learners are best served by the active participation of all parents and citizens of their community. Volunteers help individualize instruction, promote school and community interaction, support school activities, provide multi-generational and multi-cultural experiences, and enrich the curriculum for all learners. The school district encourages the engagement of volunteers.

VIII. COLLABORATING WITH THE COMMUNITY

To ensure effective engagement of parents and to support a partnership among the school, parents, and community to improve academic achievement, Title I schools will coordinate with similar other programs, such as Head Start, Early Childhood Family Education, Parent-Teacher- Student Organizations, and Community Education Services.

Legal References: 20 U.S.C. § 6318 (Parent and Family Engagement)

Cross References:

Adopted: 4/1997
Reviewed: 10/14/2021
Revised: 10/28/2021
Rescinds: IKF

Burnsville-Eagan-Savage School District Policy 620

620 CREDIT FOR LEARNING

I. PURPOSE

The purpose of this policy is to recognize student achievement which occurs in Post-Secondary Enrollment Options and other advanced enrichment programs. The purpose of this policy also is to recognize student achievement which occurs in other schools, in alternative learning sites, and in out-of-school experiences such as community organizations, work-based learning, and other educational activities and opportunities. The purpose of this policy also is to address the transfer of student credit from out-of-state, out-of-country, private, or home schools and online learning programs and to address how the school district will recognize student achievement obtained outside of the school district.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to provide a process for awarding students credit toward graduation requirements for credits and grades students complete in other schools, post-secondary or higher education institutions, other learning environments, and online courses and programs.

III. DEFINITIONS

- A. “Accredited school” means a school that is accredited by an accrediting agency, recognized according to Minn. Stat. § 123B.445 or recognized by the Commissioner of the Minnesota Department of Education (MDE).
- B. “Blended learning” is a form of digital learning that occurs when a student learns part time in a supervised physical setting and part time through digital delivery of instruction, or a student learns in a supervised physical setting where technology is used as a primary method to deliver instruction.
- C. “Commissioner” means the Commissioner of MDE.
- D. “Digital learning” is learning facilitated by technology that offers students an element of control over the time, place, path, or pace of their learning and includes blended and online learning.
- E. “Eligible institution” means a Minnesota public post-secondary institution, a private, nonprofit two-year trade and technical school granting associate degrees, an opportunities industrialization center accredited by the North Central

Association of Colleges and Schools, or a private, residential, two-year or four-year, liberal arts, degree-granting college or university located in Minnesota.

- F. “Nonpublic school” is a private school or home school in which a child is provided instruction in compliance with the Minnesota compulsory attendance laws.
- G. “Online learning” is a form of digital learning delivered by an approved online learning provider.
- H. “Online learning provider” is a school district, an intermediate school district, an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that provides online learning to students and is approved by MDE to provide online learning courses.
- I. “Weighted grades” is the upward adjustment of numerical value of student grades in the calculation of grade point averages.

IV. TRANSFER OF CREDIT FROM OTHER SCHOOLS

A. Transfer of Academic Requirements from Other Minnesota Public Secondary Schools

The school district will accept and transfer secondary credits and grades awarded to a student from another Minnesota public secondary school upon presentation of a certified transcript from the transferring public secondary school evidencing the course taken and the grade and credit awarded.

B. Transfer of Academic Requirements from Other Schools

- 1. The school district will accept secondary credits and grades awarded to a student for courses successfully completed at a public school outside of Minnesota or an accredited nonpublic school upon presentation of a certified transcript from the transferring public school in another state or country or nonpublic school evidencing the course taken and the grade and credit awarded.
 - a. When a determination is made that the content of the course aligns directly with school district graduation requirements, the student will be awarded commensurate credits and grades.
 - b. In the event the content of a course taken at an accredited nonpublic school or public school in another state or country does not fully align with the content of the school district’s high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements. Credit that does not

- fully align with the school district's high school graduation requirements will not be used to compute honor roll and/or class rank.
- c. If no comparable course is offered by the school district for which high school graduation credit would be provided, no credit will be provided to the student.
2. Students transferring from a non-accredited, nonpublic school shall receive credit from the school district upon presentation of a transcript or other documentation evidencing the course taken and grade and credit awarded.
 - a. Students will be required to provide copies of course descriptions, syllabi, or work samples for determination of appropriate credit. In addition, students also may be asked to provide interviews/conferences with the student and/or student's parent and/or former administrator or teacher; review of a record of the student's entire curriculum at the nonpublic school; and review of the student's complete record of academic achievement.
 - b. Where the school district determines that a course completed by a student at a non-accredited, nonpublic school is commensurate with school district graduation requirements, credit shall be awarded, but the grade shall be "P" (pass).
 - c. In the event the content of a course taken at a non-accredited, nonpublic school does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements, but the grade shall be a "P" (pass).
 - d. If no comparable course is offered by the school district for which local high school graduation credit would be provided, no credit will be provided to the student.
 - e. Credit and grades earned from a non-accredited nonpublic school shall not be used to compute honor roll and/or class rank.

V. POST-SECONDARY ENROLLMENT CREDIT

- A. A student who satisfactorily completes a post-secondary enrollment options course or program under Minn. Stat. § 124D.09 that has been approved as meeting the necessary requirements is not required to complete other requirements of the Minnesota Academic Standards content standards corresponding to that specific rigorous course of study.
- B. Secondary credits granted to a student through a post-secondary enrollment options

course or program that meets or exceeds a graduation standard or requirement shall be counted toward the graduation and credit requirements of a student completing the Minnesota Academic Standards.

1. Course credit will be considered by the school district only upon presentation of a certified transcript from an eligible institution evidencing the course taken and the grade and credit awarded.
 2. Seven quarter or four semester post-secondary credits shall equal at least one full year of high school credit. Fewer post-secondary credits may be prorated.
 3. When a determination is made that the content of the post-secondary course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
 4. In the event the content of the post-secondary course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
 5. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner, who shall determine the number of credits that shall be granted to a student.
 6. When secondary credit is granted for post-secondary credits taken by a student, the school district will record those credits on the student's transcript as credits earned at a post-secondary institution.
- C. A list of the courses or programs meeting the necessary requirements may be obtained from the school district.

VI. CREDIT FROM ONLINE LEARNING COURSES

- A. Secondary credits granted to a student through an online learning course or program that meets or exceeds a graduation standard or requirement shall be counted toward the graduation and credit requirements of a student completing the Minnesota Academic Standards.
- B. Course credit will be considered only upon official documentation from the online learning provider evidencing the course taken and the grade and credit awarded to the student.

- C. When a student provides documentation from an online learning provider, the course credit and course grade shall be recorded and counted toward graduation credit requirements for all courses or programs that meet or exceed the school district's graduation requirements in the same manner as credits are awarded for students transferring from another Minnesota public school as set forth in Section IV.A. above.

VII. ADVANCED ACADEMIC CREDIT

- A. The school district will grant academic credit to a student attending an accelerated or advanced academic course offered by a higher education institution or a nonprofit public agency, other than the school district.
- B. Course credit will be considered only upon official documentation from the higher education institution or nonprofit public agency that the student successfully completed the course attended and passed an examination approved by the school district.
- C. When a determination is made that the content of the advanced academic course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
- D. In the event the content of the advanced academic course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
- E. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner and request a determination of the number of credits that shall be granted to a student.

VIII. CREDIT BY ASSESSMENT

- A. The school district will develop and provide processes and procedures by which students may meet a graduation requirement for knowledge acquired in another learning environment for which no transcript or official documentation exists. There are two methods by which a student may demonstrate learning that aligns with district graduation requirements and complete other requirements of the Minnesota Academic Standards which may allow credit in lieu of standard curriculum offered by the district. This can occur through demonstration of previous learning by submitting a portfolio of evidence or by demonstrating knowledge through an exam process administered by school district staff.

IX. WEIGHTED GRADES

- A. The school district does not offer weighted grades.
- B. The district will use a dual-ranking system at the high school level, which allows students to be ranked separately by taking identified rigorous courses. All students can access identified rigorous classes at the high school level.

X. PROCESS FOR AWARDING CREDIT

- A. The building principal will be responsible for carrying out the process to award credits and grades pursuant to this policy. The building principal will notify students in writing of the decision as to how credits and grades will be awarded.
- B. A student or the student's parent or guardian may seek reconsideration of the decision by the building principal as to credits and/or grades awarded upon request of a student or the student's parent or guardian if the request is made in writing to the superintendent within five school days of the date of the building principal's decision. The request should set forth the credit and/or grade requested and the reason(s) why credit(s)/grade(s) should be provided as requested. Any pertinent documentation in support of the request should be submitted.
- C. The decision of the superintendent as to the award of credits or grades shall be a final decision by the school district and shall not be appealable by the student or student's parent or guardian except as set forth in Section IX.D. below.
- D. If a student disputes the number of credits granted by the school district for a particular post-secondary enrollment course, online learning course, or advanced academic credit course, the student may appeal the school district's decision to the Commissioner. The decision of the Commissioner shall be final.
- E. At any time during the process, the building principal or superintendent may ask for course descriptions, syllabi, or work samples from a course where content of the course is in question for purposes of determining alignment with graduation requirements or the number of credits to be granted. Students will not be provided credit until requested documentation is available for review, if requested.

Legal References: Minn. Stat. § 120B.02 (Educational Expectations for Minnesota's Students)
 Minn. Stat. § 120B.021 (Required Academic Standards)
 Minn. Stat. § 120B.11 (School District Process)
 Minn. Stat. § 120B.14 (Advanced Academic Credit)
 Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
 Minn. Stat. § 123B.445 (Nonpublic Education Council)
 Minn. Stat. § 124D.03, Subd. 9 (Enrollment Options Program)
 Minn. Stat. § 124D.09 (Post-Secondary Enrollment Options Act)
 Minn. Stat. § 124D.095 (Online Learning Option)
 Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for

Language Arts)

Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)

Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)

Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)

Minn. Rules Parts 3501.1000-3501.1190 (Graduation-Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)

Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)

Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)

- Cross References:***
- Burnsville-Eagan-Savage School District Policy 104 (School District Mission Statement)
 - Burnsville-Eagan-Savage School District Policy 601 (School District Curriculum and Instruction Goals)
 - Burnsville-Eagan-Savage School District Policy 613 (Graduation Requirements)
 - Burnsville-Eagan-Savage School District Policy 614 (School District Testing Plan and Procedure)
 - Burnsville-Eagan-Savage School District Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
 - Burnsville-Eagan-Savage School District Policy 616 (School District System Accountability)
 - Burnsville-Eagan-Savage School District Policy 618 (Assessment of Student Achievement)
 - Burnsville-Eagan-Savage School District Policy 624 (Online Learning Options)

**Agenda IV.A.8.
October 28, 2021**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Stacey Sovine, executive director of human resources

Date: October 14, 2021

Re: Policies 409: *Employee Publications, Instructional Materials, Inventions, and Creations*, 497: *Employee Work Day*, 498: *Political Campaigns and Activities*, and 522: *Title IX Sex Nondiscrimination Policy Grievance Procedure*

Recommendation: Approve, on a first reading basis, non-substantive changes to Policies 409: *Employee Publications, Instructional Materials, Inventions, and Creations*, 497: *Employee Work Day*, 498: *Political Campaigns and Activities*, and 522: *Title IX Sex Nondiscrimination Policy Grievance Procedure*.

The policies were reviewed by the Policy Review Committee on October 18, 2021. The changes were suggested by administration and the Policy Review Committee.

Adopted: 2/1984 *Burnsville-Eagan-Savage School District Policy 409*
Reviewed: ~~12/14/2017~~10/28/2021
Revised: 4/14/2016
Rescinds: GCQB

409 EMPLOYEE PUBLICATIONS, INSTRUCTIONAL MATERIALS, INVENTIONS, AND CREATIONS

I. PURPOSE

The purpose of this policy is to identify and reserve the proprietary rights of the school district to certain publications, instructional materials, inventions, and creations which employees may develop or create, or assist in developing or creating, while employed by the school district.

II. GENERAL STATEMENT OF POLICY

Unless the employee develops, creates or assists in developing or creating a publication, instructional material, computer program, invention or creation entirely on the employee's own time and without the use of any school district facilities or equipment, the employee shall immediately disclose and, on demand of the school district, assign any rights to publications, instructional materials, computer programs, materials posted on websites, inventions or creations which the employee develops or creates or assists in developing or creating during the term of employee's employment to the school district. In addition, employees shall sign such documents and perform such other acts as may be necessary to secure the rights of the school district relating to such publications, instructional materials, computer programs, materials posted on websites, inventions and/or creations, including domestic and foreign patents and copyrights.

Legal References: Minn. Stat. § 181.78 (Agreements; Terms Relating to Inventions)
 17 U.S.C. § 101 *et seq.* (Copyrights)

Cross References: [Burnsville-Eagan Savage School District Policy 497 \(Employee Work Day\)](#)
[Burnsville-Eagan-Savage School District Policy 634 \(Electronic Technology Acceptable Use Policy\)](#)

Adopted: 3/1991
 Reviewed: ~~1/11/2018~~10/28/2021
 Revised: 1/2005. 9/29/2016
 Rescinds: DJGA

Burnsville-Eagan-Savage School District Policy 497

497 EMPLOYEE WORK DAY

I. PURPOSE

The purpose of this policy is to establish expectations for employees during their work days.

II. GENERAL STATEMENT OF POLICY

A. School District Business

Any contact by salespeople for the purpose for conducting school district business shall be related to employee's responsibilities and at the convenience of the district employee after first registering with the appropriate office. Sales contacts shall not be made during times that the employee has direct student supervisory responsibilities unless authorized in advance by the building principal.

B. Personal Business

Care shall be taken to ensure that the conduct of personal business during working hours does not interfere with job performance or responsibilities.

Any such personal business shall be limited to matters of a nominal, infrequent nature that cannot be reasonably conducted outside the workday.

C. For Profit Business

The conduct of business-for-profit by employees during working hours or on school property is prohibited. This prohibition does not apply to contractual arrangements to which the school district is a signator and the employee is paid through district payroll.

III. EMPLOYER'S RIGHTS

The school district reserves the right to regulate and monitor all activities occurring on school district premises or with employees during their workday.

Cross References: Burnsville-Eagan-Savage School District Policy 409 (Employee Publications, Instructional Materials, Inventions, and Creations)

Adopted: 1/28/2016
 Reviewed: ~~1/11/2018~~10/28/2021
 Revised:
 Rescinds: GBG

Burnsville-Eagan-Savage School District Policy 498

498 POLITICAL CAMPAIGNS AND ACTIVITIES

I. PURPOSES

The purpose of this policy is to recognize the participation of students and employees in political issues. Further, the purpose of this policy is to establish guidelines for the participation of students and employees in political campaigns, partisan or non-partisan election activities, and the distribution of political or partisan materials.

II. GENERAL STATEMENT OF POLICY

- A. The school district will maintain neutrality as to all political campaigns and issues. The school district will not expend public funds or resources to advocate for particular candidates or for only one side of a controversial question. However, the school district may expend reasonable amounts to apprise voters in the school district of facts pertinent to an election, bond issue, or referendum.
- B. The school district recognizes the rights of students and employees to participate in political campaigns and political issues, elections, and public service and the right of students to pursue an education conducted in a suitable academic environment free from disruption.
- C. To protect First Amendment rights, while at the same time preserving the integrity of the education objectives and responsibilities of the school district, the school board adopts the following guidelines.

III. DEFINITIONS

- A. “Distribution” means circulation or dissemination of material by electronic means and/or by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, or posting or displaying material. This includes, but is not limited to, posting on a wall, bulletin board, or other building surface, or anywhere on school district property; leaving items to be picked up by interested persons; directly giving items to persons; or placing items in rooms in a school district building.
- B. “Nonschool-sponsored material” or “unofficial material” includes all materials or objects intended for distribution, except school newspapers, employee newsletters, literary magazines, yearbooks, and other publications funded and/or sponsored or authorized by the school. Examples of nonschool-sponsored

material include, but are not limited to, leaflets, brochures, buttons, badges, fliers, petitions, posters, and underground newspapers, whether written by students or employees.

- C. “Nonschool person” means any person who is not a currently enrolled student or a current employee of the school district.
- D. “Political materials” include, but are not limited to, digital or any paper, handbill, poster, booklet, brochure, advertisement, sample ballot, display, or audio or video presentation, that pertains to a political candidate or political issue.
- E. “Political issue” is an issue that is the subject of a public referendum which is being debated by political candidates or organizations.
- F. “Political candidate” is a person who seeks nomination or election to partisan or nonpartisan public or party office or who has filed as candidate for election.
- G. A “political activity” is an act that is of a nature, done with intent, or done in a way, to influence or tend to directly or indirectly influence, voting at a primary or an election or, if it is done because a person is about to vote, has voted, or has refrained from voting at a primary or an election.
- H. “School activities” means any activity sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays, and in-school lunch periods.
- I. “Work hours” for school district employees refer to the period between the time an employee is scheduled to begin work and the end of the employee’s assigned work day (excluding the employee’s lunch and break periods), and any paid overtime hours or extra-duty hours for which the employee has volunteered or been assigned.

IV. PROCEDURES

- A. Political Activities of Employees in General
 - 1. Employees of the school district, while acting in the capacity of a school district employee, shall not engage in any political activity during the school day, during work hours, or at school activities.
 - 2. School district employees shall be free to engage in political activities outside of the school day, work hours, or school activities and to campaign and run for political office. Employees shall not allow such political activities to interfere with the proper performance of their school duties and shall not use school time, supplies, or equipment in these activities.

3. A school district employee or official shall not use his or her official authority or influence to compel a person to take part in a political activity, to pay or promise to pay a political contribution, or apply for membership in or become a member in a political organization.
4. Teachers or other school district employees may not use or recruit students during the school day, during work hours, or at school activities for either distribution of political materials or other political activities.
5. School district employees, while acting in the capacity of a school district employee, shall refrain from any conduct that is intended to be or that reasonably could be perceived as endorsing or opposing specific political issues or political candidates.
6. The implementation of and compliance with this policy shall be coordinated by the superintendent or designee. All inquiries regarding school district elections, referendum, candidates and campaigns shall be referred to the superintendent or designee.

B. Distribution of Political Materials

1. The distribution of political materials on school district property by nonschool persons is governed by Policy 904, Distribution of Materials on School District Property by Nonschool Persons.
2. The distribution of political materials on school district property by students and employees is governed by Policy 505, Distribution of Nonschool-sponsored Materials on School Premises by Students and Employees.

C. School District Property, Facilities, and Activities

1. Nonpublic forums. All school district property and facilities are nonpublic forums that are designated as reserved for their intended purpose of education and education-related activities. Political activities will not be allowed in such nonpublic forums unless it is part of approved curriculum. Further, reasonable time, place, and manner restrictions may be imposed in such a nonpublic forum.
2. Public forums by designation. The building principal, with approval of the superintendent and the school board, may designate specific property or facilities of the school district as limited public forums open for certain expressive activity such as political speech. The open character of such property or facilities will not be retained indefinitely. Further, reasonable time, place, and manner restrictions may be imposed. The building

principal and the superintendent are responsible for establishing the time, place, and manner restrictions and for ensuring equality of treatment toward all candidates and issues when such a designated public forum is created.

V. VIOLATION OF POLICY

- A. Violation of this policy by a student will be halted, and appropriate disciplinary action will be taken in accordance with the school district's student discipline policy and/or any governing statute.
- B. Violation of this policy by an employee will be halted, and appropriate disciplinary action will be taken, in accordance with any individual contract, collective bargaining agreement, school district policies and procedures, and/or governing statute.
- C. Any other party violating this policy will be requested to leave the school property immediately and, if necessary, the police will be called. In addition, other action may be taken, if appropriate.

VI. IMPLEMENTATION/NOTICE OF POLICY

- A. A copy of this policy will be available to all staff.
- B. The school district will develop a method of discussing the policy with students and employees.
- C. The school district administration may develop any additional guidelines and procedures necessary to implement this policy. Such additional guidelines shall be submitted to the school board for approval. Upon approval, such guidelines and procedures shall be an addendum to this policy.

Legal References: Minn. Stat. § 10A.01, Subd. 5
 Minn. Stat. § 43A.32
 Minn. Stat. § 211A.02, Subd.8
 Minn. Stat. § 211B.09 (Prohibited public employee activities)
 Op. Minn. Atty. Gen. 159a-3 (May 24, 1966) (concluding that a school district could not make expenditure of public funds for printing and mailing of literature urging passage of a bond issue)

Cross References: 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 634 \(Electronic Technology Acceptable Use Policy\)](#)

Burnsville-Eagan-Savage School District Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

Adopted: 10/99

Burnsville-Eagan-Savage School District Policy 522

Reviewed: ~~10/22/2020~~10/28/2021

Revised: 11/12/2020

Rescinds: AC / JB / JBR

522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

I. GENERAL STATEMENT OF POLICY

- A. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.
- B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.
- C. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities.
- D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The school district's Title IX Coordinator(s) is/are:

~~Tiffany Weiler~~Hailey Busker, Human Resources Coordinator

952-707-2011

Diamondhead Education Center

200 W Burnsville Pkwy.

Burnsville, Minnesota 55337

tweiler@isd191.org

hbusker@isd191.org

Alternate Stacey Sovine, Executive Director of Human Resources
952-707-2010
Diamondhead Education Center
200 W Burnsville Pkwy.
Burnsville, Minnesota 55337
ssovine@isd191.org

Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

- E. The effective date of this policy is August 14, 2020 and applies to alleged violations of this policy occurring on or after August 14, 2020.

II. DEFINITIONS

- A. “Actual knowledge” means notice of sexual harassment or allegations of sexual harassment to the school district’s Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual knowledge is the respondent.
- B. “Complainant” means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.
- C. “Day” or “days” means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).
- A. “Deliberately indifferent” means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.
- B. “Education program or activity” means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.
- C. “Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.
1. A formal complaint filed by a complainant must be a physical document or

an electronic submission. The formal complaint must contain the complainant's physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.

2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.
- D. "Informal resolution" means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.
- E. "Relevant questions" and "relevant evidence" are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.
- F. "Remedies" means actions designed to restore or preserve the complainant's equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.
- G. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- H. "Sexual harassment" means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:
1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);
 2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or

3. Any instance of sexual assault (as defined in the Clery Act, 20 U.S.C. §1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 U.S.C. §12291).
- I. “Supportive measures” means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minn. Stat. § 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.
 - J. “Title IX Personnel” means any person who addresses, works on, or assists with the school district’s response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:
 1. “Title IX Coordinator” means an employee of the school district that coordinates the school district’s efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administering the grievance process.
 2. “Investigator” means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.
 3. “Decision-maker” means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.
 4. “Appellate Decision-maker” means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate

Decision-maker may be a school district employee, or a third party designated by the school district.

5. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

A. Equitable Treatment

1. The school district shall treat complainants and respondents equitably. However, equality or parity with respect to supportive measures provided to complainants and respondents is not required.
2. The school district will not impose any disciplinary sanctions or take any other actions against a respondent that do not constitute supportive measures until it has completed this grievance process and the respondent has been found responsible.
3. The school district will provide appropriate remedies to the complainant any time a respondent is found responsible.

B. Objective and Unbiased Evaluation of Complaints

1. Title IX Personnel, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, shall be free from conflicts of interest or bias for or against complainants or respondents generally or a specific complainant or respondent.
2. Throughout the grievance process, Title IX Personnel will objectively evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person's status as a complainant, respondent, or witness.

- C. Title IX Personnel will presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

D. Confidentiality

The school district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, or FERPA's regulations, and State law under Minn. Stat. § 13.32 34 C.F.R. Part 99, or as required by law, or to carry out the purposes of 34 C.F.R. Part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the school district's obligation to maintain confidentiality shall not impair or otherwise affect the complainants and respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).

E. Right to an Advisor; Right to a Support Person

Complainants and respondents have the right, at their own expense, to be assisted by an advisor of their choice during all stages of any grievance proceeding, including all meetings and investigative interviews. The advisor may be, but is not required to be, an attorney. In general, an advisor is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

A complainant or respondent with a disability may be assisted by a support person throughout the grievance process, including all meetings and investigative interviews, if such accommodation is necessary. A support person may be a friend, family member, or any individual who is not otherwise a potential witness. The support person is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

F. Notice

The school district will send written notice of any investigative interviews or meetings to any party whose participation is invited or expected. The written notice will include the date, time, location, participants, and purpose of the meeting or interview, and will be provided to allow sufficient time for the party to prepare to participate.

G. Consolidation

The school district may, in its discretion, consolidate formal complaints as to

allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

H. Evidence

1. During the grievance process, the school district will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.
2. The school district shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the school district obtains the party's voluntary, written consent.

I. Burden of Proof

1. The burden of gathering evidence and the burden of proof shall remain upon the school district and not upon the parties.
2. The grievance process shall use a preponderance of the evidence standard (i.e. whether it is more likely than not that the respondent engaged in sexual harassment) for all formal complaints of sexual harassment, including when school district employees are respondents.

J. Timelines

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.
2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within ten (10) days of the date the determination of responsibility or dismissal was provided to the parties.
3. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the School District.
4. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the School District.
5. Although the school district strives to adhere to the timelines described

above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.
2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the superintendent of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in compliance with MSBA Model Policy 506 – Student Discipline. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

IV. REPORTING PROHIBITED CONDUCT

- A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.
- B. Any employee of the school district who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator

without screening or investigating the report or allegations.

- C. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator's contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.
- D. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the School District may report the alleged conduct to law enforcement authorities. The school district encourages complainants to report criminal behavior to the police immediately.

V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR

- A. When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.
- B. The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district's ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.
- C. If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the school district unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant's wishes is not clearly unreasonable in light of the known circumstances.
- D. Upon receipt of a formal complaint, the school district must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:
 1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
 2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at

the conclusion of the grievance process;

3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;
5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and
6. A copy of this policy.

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. Emergency Removal of a Student

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:
 - a. The school district undertakes an individualized safety and risk analysis;
 - b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and
 - c. The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including MSBA Model Policy 506 – Student Discipline. The school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

B. Employee Administrative Leave

The school district may place a non-student employee on administrative leave during the pendency of the grievance process of a formal complaint. Such leave

will typically be paid leave unless circumstances justify unpaid leave in compliance with legal requirements. The school district must take into consideration applicable requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act prior to removing an individual with a qualifying disability.

VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

- A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school district at the school district's discretion, but only after a formal complaint has been received by the school district.
- B. The school district may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.
- C. The informal resolution process may not be used to resolve allegations that a school district employee sexually harassed a student.
- D. The school district will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent. The school district will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
- E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

VIII. DISMISSAL OF A FORMAL COMPLAINT

- A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:
 - 1. Would not meet the definition of sexual harassment, even if proven;
 - 2. Did not occur in the school district's education program or activity; or
 - 3. Did not occur against a person in the United States.
- B. The school district may, in its discretion, dismiss a formal complaint or allegations therein if:

1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;
 2. The respondent is no longer enrolled or employed by the school district; or
 3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.
- C. The school district shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.
- D. Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.

IX. INVESTIGATION OF A FORMAL COMPLAINT

- A. If a formal complaint is received by the School District, the school district will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.
- B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the school district must provide notice of the additional allegations to the known parties.
- C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.
- D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.
- E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to completion of the investigative report.

- F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

X. DETERMINATION REGARDING RESPONSIBILITY

- A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.
- B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.
- C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.
- D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:
1. Identification of the allegations potentially constituting sexual harassment;
 2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
 3. Findings of fact supporting the determination;
 4. Conclusions regarding the application of the school district's code of conduct to the facts;
 5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the school district to the complainant; and

6. The school district's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.
- E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.
 - F. The written determination of responsibility must be provided to the parties simultaneously.
 - G. The Title IX Coordinator is responsible for the effective implementation of any remedies.
 - H. The determination regarding responsibility becomes final either on the date that the school district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

XI. APPEALS

- A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:
 1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);
 2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
 3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
- C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.

- D. The written decision describing the result of the appeal must be provided simultaneously to the parties.
- E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

XII. RETALIATION PROHIBITED

- A. Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.
- B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment or sex discrimination.
- C. Charging an individual with violation of school district policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

XIII. TRAINING

- A. The school district shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:
 - 1. The Title IX definition of sexual harassment;
 - 2. The scope of the school district's education program or activity;
 - 3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;

4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
 5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and
 6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.
- B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.
- C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a website, it must make the training materials available for public inspection upon request.

XIV. DISSEMINATION OF POLICY

- A. This policy shall be made available to all students, parents/guardians of students, school district employee, and employee unions.
- B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.
- C. The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with the following:
1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;
 2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;
 3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and
 4. Notice of the school district's grievance procedures and grievance process

contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

XV. RECORDKEEPING

- A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:
1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;
 2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and
 3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.
 4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.
- B. The school district must also maintain for a period of seven calendar years records of:
1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;
 2. Any appeal and the result therefrom;
 3. Any informal resolution and the result therefrom; and
 4. All materials used to train Title IX Personnel.

Legal References: Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
 Minn. Stat. § 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
 20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
 34 C.F.R. Part 106 (Implementing Regulations of Title IX)
 20 U.S.C. § 1400, *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
 29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)
 42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act of 1990, as amended)
 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)
 20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act (“Clery Act”))

Cross References: Burnsville-Eagan-Savage Policy 102 (Equal Educational Opportunity)
 Burnsville-Eagan-Savage Policy 413 (Harassment and Violence)
 Burnsville-Eagan-Savage Policy 506 (Student Discipline)
 Burnsville-Eagan-Savage Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

**Agenda IV.A.9.
October 28, 2021**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Stacey Sovine, executive director of human resources, and Lisa Rider, executive director of business services

Date: October 14, 2021

Re: Policies 405: *Veteran's Preference*, 408: *Subpoena of a School District Employee*, 495: *Staff Recognition*, 499: *Nepotism Prohibition*, and 806: *Emergency Operations Policy*

Recommendation: Approve no changes to Policies 405: *Veteran's Preference*, 408: *Subpoena of a School District Employee*, 495: *Staff Recognition*, 499: *Nepotism Prohibition*, and 806: *Emergency Operations Policy*.

The policies were reviewed by the Policy Review Committee on October 18, 2021. No changes are recommended at this time.

Adopted: 7/2001
 Reviewed: ~~8/10/2017~~10/28/2021
 Revised: 8/24/2017
 Rescinds: GCDCA

Burnsville-Eagan-Savage School District Policy 405

405 VETERAN'S PREFERENCE

I. PURPOSE

The purpose of this policy is to comply with the Minnesota Veterans Preference Act (VPA) which provides preference points for veterans applying for employment with political subdivisions, including school districts, as well as additional rights for veterans in the discharge process.

II. GENERAL STATEMENT OF POLICY

- A. Independent School District 191's policy is to comply with the VPA regarding veteran's preference rights and mandated preference points to veterans and spouses of deceased veterans or disabled veterans.
- B. The school district's policy is also to comply with the VPA requirement that no covered veteran may be removed from public employment except for incompetency or misconduct shown after a hearing upon due notice, upon stated charges, and in writing. This paragraph does not apply to the position of teacher.
- C. Veteran's preference points will be applied pursuant to applicable law as follows:
 - 1. A credit of ten points shall be added to the competitive open examination rating of a nondisabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.
 - 2. A credit of fifteen points shall be added to the competitive open examination rating of a disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.
 - 3. A credit of five points shall be added to the competitive promotional examination rating of a disabled veteran, who so elects, provided that (a) the veteran obtained a passing rating on the examination without the addition of the credit points and (b) the veteran is applying for a first promotion after securing public employment.
 - 4. A preference may be used by the surviving spouse of a deceased veteran and by the spouse of a disabled veteran who, because of the disability, is unable to qualify.

- D. Eligibility for and application of veteran's preference, the definition of a veteran, and the definition of a disabled veteran for purposes of this policy will be pursuant to the VPA.
- E. When notifying applicants that they have been accepted into the selection process, the school district shall notify applicants that they may elect to use veteran's preference.
- F. The school district's policy is to use a 100-point hiring system to enable allocation of veteran's preference points. The school district may or may not use a 100-point hiring system for filling teaching positions. If a 100-point hiring system is not used for filling a teaching position, preference points will not be added, but all veteran applicants who have proper licensure for the teaching position will be granted an interview for the position.
- G. If the school district rejects a member of the finalist pool who has claimed veteran's preference, the school district shall notify the finalist in writing of the reasons for the rejection and file the notice with the school district's personnel officer.
- H. In accordance with the VPA, no honorably discharged veteran shall be removed from a position of employment except for incompetency, misconduct, or good faith abolishment of position.
 - 1. Incompetency or misconduct must be shown after a hearing, upon due notice, upon stated charges, in writing.
 - 2. A veteran must irrevocably elect to be governed either by the VPA or by arbitration provisions set forth in a collective bargaining agreement in the event of a discharge.
- I. The VPA and the provisions of this policy do not apply to the position of private secretary, superintendent, head of a department, or any person holding a strictly confidential relation to the school board or school district. The VPA and the provisions of this policy apply to teachers only with respect to the hiring process, as set forth in Paragraph F., above.

Legal References: Minn. Stat. § 43A.11 (Veteran's Preference)
 Minn. Stat. § 197.455 (Veteran's Preference Applied)
 Minn. Stat. § 197.46 (Veterans Preference Act)
Hall v. City of Champlin, 463 N.W.2d 502 (Minn. 1990)
Young v. City of Duluth, 410 N.W.2d 27 (Minn. Ct. App. 1987)

Cross References: Burnsville-Eagan-Savage School District Policy 401 (Equal Employment Opportunity)

Adopted: 8/2006
 Reviewed: ~~12/14/2017~~10/28/2021
 Revised: 9/10/2015
 Rescinds: GBLAC

Burnsville-Eagan-Savage School District Policy 408

408 SUBPOENA OF A SCHOOL DISTRICT EMPLOYEE

I. PURPOSE

The purpose of this policy is to protect the privacy rights of school district employees and students under both state and federal law when requested to testify or provide educational records for a judicial or administrative proceeding.

II. GENERAL STATEMENT OF POLICY

This policy is to provide guidance and direction for school district employees who may be subpoenaed to testify and/or provide educational records for a judicial or administrative proceeding.

III. DATA CLASSIFICATION

A. Educational Data

1. State Law

The Minnesota Government Data Practices Act (MGDPA), Minn. Stat. Ch. 13, classifies all educational data, except for directory information as designated by the school district, as private data on individuals. The state statute provides that private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data or a parent if the subject of the data is a minor. A subpoena issued by an attorney is not a court order.

2. Federal Law

The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, provides that educational data may not be released, except pursuant to informed consent by the individual subject of the data or any lawfully issued subpoena. Regulations promulgated under the federal law require that the school district must first make a reasonable effort to notify the parent of the student, or the student if the student is 18 years of age or older, of the subpoena in advance of releasing the information pursuant to the subpoena.

B. Personnel Data

The MGDPA, Minn. Stat. Ch. 13, also classifies all personnel data, except for certain data specifically classified as public, as private data on individuals. The state statute provides that private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data.

IV. APPLICATION AND PROCEDURES

- A. Any employee who receives a subpoena for any purpose related to employment is to inform the building administrator or designated supervisor when the employee receives the subpoena. The building administrator or designated supervisor shall immediately inform the Executive Director of Human Resources that the employee has received a subpoena.
- B. No employee may release educational data, personnel data, or any other data of any kind without consultation in advance with the school district official who is designated as the authority responsible for the collection, use and dissemination of data.
- C. Payment for attendance at judicial or administrative proceedings and the retention of witness and mileage fees is to be determined in accordance with the applicable school board policies and collective bargaining agreements.
- D. The administration shall not release any information except in strict compliance with state and federal law and this policy. Recognizing that an unauthorized release may expose the school district or its employees to civil or criminal penalties or loss of employment, the administration shall confer with school district legal counsel prior to release of such data.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Rules 1205.0100, Subp. 5 (Minnesota Rules Regarding Data Practices)
 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

Cross References: Burnsville-Eagan-Savage School District Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
 Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)
 MSBA Service Manual, Chapter 13, School Law Bulletin “I” (School Records – Privacy – Access to Data)

Adopted:

Burnsville-Eagan-Savage School District Policy 495

Reviewed: 5/24/2018 10/28/2021

Revised: 6/14/2018

Rescinds:

495 STAFF RECOGNITION

I. PURPOSE

The School District shall demonstrate its appreciation of employees through a board-approved employee recognition program which shall not include monetary awards.

II. TYPES OF STAFF RECOGNITION

- A. **Years of Service:** Employees will be recognized with a certificate for years of service in the school district beginning with 10 and 20 years of service and then five year intervals after that.
- B. **Retirements:** Retiring employees will be recognized with a memento and a reception at the District 191 Employee Retirement Recognition.
- C. **One91 Community of Excellence Awards:** One91 Community of Excellence Award recipients will be recognized with a plaque at the One91 Community of Excellence Award Ceremony. Award categories consist of Collaboration and Partnership, Innovation, Community Engagement, Excellence in Educational Support, Teaching Excellence, Leadership in Action, and Spirit of Excellence.
- D. **School/Department Recognition:** Employee recognition at the school and department level must be approved by the superintendent or designee.

Legal References: Minn. Stat. § 123B.02, subd. 14a, General Powers of Independent School Districts

Cross References:

Adopted: 11/1983
 Reviewed: ~~1/11/2018~~10/28/2021
 Revised: 7/2001, 12/3/2015
 Rescinds: GBCAA

Burnsville-Eagan-Savage School District Policy 499

499 NEPOTISM PROHIBITION

I. PURPOSE

The purpose of this policy is to establish consistent employment guidelines and to prevent situations where an individual may have or be perceived to have unfair influence over the career development, work assignments, work direction, performance reviews, or compensation of a family member who is also employed by the school district.

II. GENERAL STATEMENT OF POLICY

The school district may employ family members of current employees. However, to be hired, transferred, or promoted, close family members may *not* be assigned to the following:

- A. Positions where one can influence the employment conditions or career of the other. This includes decisions involving hiring, termination, compensation, performance evaluation, discipline, promotional opportunities, and work assignments; or
- B. Positions where one reports to, directs the work of, or otherwise has direct or indirect supervision of another close family member.

III. DEFINITIONS

A. Close Family Member

A close family member means the employee's parent, spouse, child (including adopted child), sibling, grandmother, grandfather, grandchildren, niece, nephew, aunt, uncle, first cousin, all step relatives including stepchild, stepmother, stepfather, stepsister and stepbrother, in-law relationships including father- and mother-in-law, daughter- and son-in-law, brother- and sister-in-law, ward of the employee or employee's spouse, domestic partner, or person cohabitating in the employee's household regardless of the degree of relationship.

B. Direct or Indirect Supervision

Direct or indirect supervision means the authority to make, participate in, or recommend employment- and/or compensation-related decisions involving a close family member, including, but not limited to, decisions concerning hiring,

promotion, transfer, discipline, termination, salary, evaluation, grievance resolution, or other similar personnel actions.

IV. APPLICATION TO SCHOOL BOARD MEMBERS

School board members are not considered to have direct or indirect supervision except in situations when they are called upon to act specifically on matters of employment status or compensation for an applicant or employee. In such cases, school board members shall abstain from the action when a close family member is involved.

V. EXCEPTIONS; SPECIAL CIRCUMSTANCES

In exceptional circumstances, a direct or indirect supervisory relationship may exist between employees who are close family members. Such circumstances may be necessitated by factors such as the unique qualifications or responsibilities of the individuals involved, the lack of other available appropriate supervisory personnel, or whether the position for which the close family member is being considered is temporary in nature. Any exception must be reviewed and approved in writing by the school district's superintendent. Any direct or indirect supervisory relationship approved by the superintendent shall be reported to the school board. All employment decisions affecting the subordinate employee, including, but not limited to, selection, hiring, discipline, performance review, compensation, or leave, must be assigned to other supervisory personnel or, if no other supervisory personnel exist, to the superintendent or designee. Exceptions involving the superintendent and his or her close family member shall be approved in writing by the school board.

VI. ADDRESSING EXISTING CONFLICTS AND CHANGES IN RELATONSHIP BETWEEN EMPLOYEES

Any school employee involved in a direct or indirect supervisory relationship with a close family member that existed *prior to* the original approval date of this policy or that arises *after* the adoption of this policy shall promptly notify the superintendent of such relationship. The superintendent shall make suitable arrangements for the transfer of one of the employees, assignment of a different supervisor, or a determination that an exception is necessary under Section V. of this policy. Any direct or indirect supervisory relationship approved by the chief administrator under Section V. shall be reported to the school board. The superintendent shall promptly notify the school board of any direct or indirect supervisory relationship which arises concerning his or her close family member. All such direct or indirect supervisory relationships involving the superintendent shall be resolved by the school board in accordance with this policy.

VII. COMPLIANCE WITH EQUAL OPPORTUNITY AND DISCRIMINATION LAWS

Nothing in this policy shall be construed as discouraging the employment of close family members for positions that do not involve direct or indirect supervision. Nothing in this policy shall be construed to otherwise limit the employment opportunities of any person employed by the school district.

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)

Cross References: Burnsville-Eagan-Savage School District Policy 210 (Conflict of Interest
–School Board Members)
Burnsville-Eagan-Savage School District Policy 401 (Equal Employment
Opportunity)

Adopted: 6/2000
 Reviewed: ~~6/13/2019~~10/28/2021
 Revised: 12/10/2020
 Rescinds: KDE

Burnsville Eagan Savage Policy 806

806 EMERGENCY OPERATIONS POLICY

I. PURPOSE

The purpose of this Emergency Operations Policy is to act as a guide for the school district and building administrators, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district. The step-by-step procedures suggested by this policy will provide guidance to each school building in drafting emergency operations plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each school district should develop tailored building-specific emergency operations plans for each school building in the school district, and sections or procedures may be added or deleted in those emergency operations plans based on building needs.

The school district will, to the extent possible, engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their building-specific emergency operations plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. The Policy and Plans

The school district's Emergency Operations Policy has been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each building administrator can tailor a building-specific emergency operations plan to meet that building's specific situation and needs.

The administration of each building shall present tailored building-specific emergency operations plans to the superintendent or designee for review and approval. The building-specific emergency operations plans will include general emergency procedures and emergency-specific procedures. This policy and the plans will be maintained and updated on an annual basis.

B. Elements of the District Emergency Operations Policy

1. General Emergency Procedures. The Emergency Operations Policy includes general emergency procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by building administrators when creating their building-specific emergency operations plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the emergency response team. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable.

All general emergency procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical, sensory, motor, developmental, and mental health challenges.

- a. Lock-Down Procedures. Lock-down procedures will be used in situations where harm may result to persons inside the school building, such as a shooting, hostage incident, intruder, trespass, disturbance, or when determined to be necessary by the building administrator or his or her designee. The building administrator or designee will announce the lock-down over the public address system or other designated system. Code words will not be used. Provisions for emergency evacuation will be maintained even in the event of a lock-down. Each building administrator will submit lock-down procedures for their building as part of the building-specific crisis management plan.
- b. Evacuation Procedures. Evacuations of classrooms and buildings shall be implemented at the discretion of the building administrator or his or her designee. Each building's emergency operations plan will include procedures for transporting students and staff a safe distance from harm to a designated safe area until released by the building administrator or designee. Safe areas may change based upon the specific emergency situation. The evacuation procedures should include specific procedures for children with special needs, including children with limited mobility (wheelchairs, braces, crutches, etc.), visual impairments, hearing impairments, and other sensory, developmental, or mental health needs. The evacuation procedures should also address transporting necessary medications for students that take medications during the school day.
- c. Sheltering Procedures. Sheltering provides refuge for students, staff, and visitors within the school building during an emergency.

Shelters are safe areas that maximize the safety of inhabitants. Safe areas may change based upon the specific emergency. The building administrator or his or her designee will announce the need for sheltering over the public address system or other designated system. Each building administrator will submit sheltering procedures for his or her building as part of the building-specific emergency operations plan.

- d. Training Procedures. Building administrators are responsible for providing training for staff and students so they are prepared to respond appropriately in emergency situations. Building administrators should use the state-mandated fire drills, lock-down drills, and tornado drills as opportunities for this training. In addition, building administrators should provide copies of this Emergency Operations Policy to employees. Each building's emergency operations plan will include procedures for training and conducting drills.
 - e. Communication Procedures. Responding quickly is a major factor in crisis communications. Timely response reduces tension, confusion, worry, and doubt. Each building's emergency operations plan will include explanation of the communication roles of the building administrator, the Communication Coordinator, and the Superintendent in a crisis situation. Communication following an emergency is also important. The following actions should be taken as appropriate after a crisis: letter to parents; media release; staff meeting; incident documentation; and report to the school board.
2. Emergency-Specific Procedures. The Emergency Operations Policy includes specific procedures for emergency situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific emergency operations plans.
 3. School Emergency Response Teams
 - a. Composition. The building administrator in each school building will select a school emergency response team that will be trained to respond to emergency situations. All school emergency response team members will receive on-going training to carry out the building's emergency operations plans and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability, to the extent possible, school emergency response team members will not have direct responsibility for the supervision of students. Team members must

be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the building administrator. Each building will maintain a current list of school emergency response team members which will be updated annually. The building administrator and designee(s) will know the location of that list in the event of a school emergency. A copy of the list will be kept ~~on file~~ in the school district office.

- b. Leaders. The building administrator or designee will serve as the leader of the school emergency response team and will be the primary contact for emergency response officials. In the event the primary designee is unavailable, the designee list should include more than one alternative designee and may include members of the emergency response team. When emergency response personnel are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response personnel.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to emergency situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's Emergency Operations Policy and their own building's emergency operations plan. Employees will receive a copy of the relevant building-specific emergency operations plans and shall receive periodic training on plan implementation.
2. Students and Parents or Guardians. Students and parents or guardians shall be made aware of the school district's Emergency Operations Policy and relevant tailored emergency operations plans for each school building. Each school district's building-specific emergency operations plan shall set forth how students and parents are made aware of the district and school-specific plans. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

B. Planning and Preparing for Fire

1. Designate a safe area suggested at least 50 feet away from the building to enable students and staff to evacuate. The safe area should not interfere with emergency responders or responding vehicles and should not be in an area where evacuated persons are exposed to any products of combustion.

(Depending on the wind direction, where the building on fire is located, the direction from which the fire is arriving, and the location of fire equipment, the distance may need to be extended.)

2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe areas both inside and outside of the building. The facility diagram and site plan must identify the location of the fire alarm control panel, and utility shut offs.
3. Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in the building. During fire drills, students and staff will practice evacuations using primary evacuation routes and alternate routes.
4. Certain employees, such as those who work in hazardous areas in the building, will receive training on the locations and proper use of fire extinguishers and protective clothing and equipment.
5. Fire drills will be conducted periodically without warning at various times of the day and under different circumstances, e.g., lunchtime, recess, and during assemblies. State law requires a minimum of five fire drills each school year, consistent with Minn. Stat. § 299F.30. See Minn. Stat. § 121A.035.
6. A record of fire drills conducted at the building will be maintained in the building administrator's office.
7. The school district will have prearranged sites for emergency sheltering and transportation as needed.
8. The school district will determine which staff will remain in the building to perform essential functions if safe to do so (e.g., switchboard, building engineer, etc.). The school district also will designate an administrator or his or her designee to meet local fire or law enforcement agents upon their arrival.

C. Facility Diagrams and Site Plans

All school buildings will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a building. Facility diagrams and site plans will be maintained by the building administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

D. Emergency Telephone Numbers

Each building will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the school district office, or at a secondary location for single building school districts, and updated annually.

School district plans will set forth a process to internally communicate an emergency, using telephones in classrooms, intercom systems, or two-way radios, as well as the procedure to enable the staff to rapidly convey emergency information to a building designee. Each plan will identify a primary and secondary method of communication for both internal and secondary use. It is recommended that the plan include several methods of communication because computers, intercoms, telephones, and cell phones may not be operational or may be dangerous to use during an emergency.

E. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school buildings. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing.

The building administrator shall be responsible for informing students and employees of the warning system and the means by which the system is used to identify a specific crisis or emergency situation. Each school's building-specific crisis management plan will include the method and frequency of dissemination of the warning system information to students and employees.

F. Early School Closure Procedures

The superintendent will make decisions about closing school or buildings as early in the day as possible. The early school closure procedures will describe potential reasons for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students, families, and the school community (such as designated broadcast media, local authorities, e-mail, or district or school building web sites), and will discuss the factors to be considered in closing and reopening a school or building.

Early school closure procedures also will include a reminder to parents and

guardians to monitor local and district social media for school closing announcements, where possible.

G. Media Procedures

The superintendent has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

H. Behavioral Health Crisis Intervention Procedures

Short-term behavioral health crisis intervention procedures will provide for initiating behavioral health crisis intervention plans. The procedures will utilize available resources including the school psychologist, counselor, community behavioral health crisis intervention, or others in the community. Counseling procedures will be used whenever the superintendent or the building administrator determines counseling to be necessary, such as after an assault, a hostage situation, shooting, or suicide. The behavioral health crisis intervention procedures shall include the following steps:

1. Administrator will meet with relevant persons, including school psychologists and counselors, to determine the level of intervention needed for students and staff.
2. Designate specific rooms as private counseling areas.
3. Escort siblings and close friends of any victims as well as others in need of emotional support to the counseling areas.
4. Prohibit media from interviewing or questioning students or staff.
5. Provide follow-up services to students and staff who receive counseling.
6. Resume normal school routines as soon as possible.

I. Long-Term Recovery Intervention Procedures

Long-term recovery intervention procedures may involve both short-term and long-term recovery planning:

1. Physical/structural recovery.
2. Fiscal recovery.

3. Academic recovery.
4. Social/emotional recovery.

IV. PROCEDURES INCLUDED IN THIS POLICY

Procedures for the various hazards/emergencies listed below are attached to this Policy for use when drafting specific crisis management plans. After approval by the school board, an adopted procedure will become an addendum to the Crisis Management Policy.

- A. Fire
- B. Hazardous Materials
- C. Severe Weather: Tornado/Severe Thunderstorm/Flooding
- D. Medical Emergency
- E. Fight/Disturbance
- F. Assault
- G. Intruder
- H. Weapons
- I. Shooting
- J. Hostage
- K. Bomb Threat
- L. Chemical or Biological Threat
- M. Checklist for Telephone Threats
- N. Demonstration
- O. Suicide
- P. Lock-down Procedures
- Q. Shelter-In-Place Procedures
- R. Evacuation/Relocation
- S. Media Procedures

- T. Post-Crisis Procedures
- U. School Emergency Response Team
- V. Emergency Phone Numbers
- W. Highly Contagious Serious Illness or Pandemic Flu

V. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

B. Visitors

The school district shall implement procedures mandating visitor sign in and visitors in school buildings. See Burnsville Eagan Savage School District Policy 903 (Visitors to School District Buildings and Sites).

The school district shall implement procedures to minimize outside entry into school buildings except at designated check-in points and assure that all doors are locked prior to and after regular building hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the school district.

- Legal References:**
- Minn. Stat. Ch. 12 (Emergency Management)
 - Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
 - Minn. Stat. § 121A.035 (Crisis Management Policy)
 - Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
 - Minn. Stat. § 299F.30 (Fire Drill in School)
 - Minn. Stat. § 326B.02, Subd. 6 (Powers)
 - Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
 - Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property)
 - Minn. Rules Ch. 7511 (Fire Safety)
 - 20 U.S.C. § 1681, *et seq.* (Title IX)
 - 20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)
 - 20 U.S.C. § 7912 (Unsafe School Choice Option)
 - 42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

Cross References: Burnsville Eagan Savage School District Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
Burnsville Eagan Savage School District Policy 413 (Harassment and Violence)
Burnsville Eagan Savage School District Policy 501 (School Weapons Policy)
Burnsville Eagan Savage School District Policy 506 (Student Discipline)
Burnsville Eagan Savage School District Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
Burnsville Eagan Savage School District Policy 903 (Visitors to School District Buildings and Sites)
<https://dps.mn.gov/divisions/hsem/mn-school-safety-center/Documents/2011%20Comprehensive%20School%20Safety%20Guide.pdf>

October 28, 2021 Board Meeting

Board Members' Questions and Staff Responses regarding BoardBook materials

(Class Size Report)

Board Member Question	Staff Response																																																																						
<p>1. Please explain categorical allotments, how funding is generated for categorical allotments, and our approach to assigning categorical allotments by school, so we are all on the same page.</p>	<p>We are using the term categorical allocations to describe Compensatory, Title 1, and ADSIS money. Compensatory and Title 1 revenue are calculated through our free and reduced applications at each site. Because the restrictions on each of these are different we allocate differently. Compensatory is allocated to each site as a FTE. Each elementary site receives 1.0 fte. Each middle school receives 1.5 fte and the high school has 4 fte's. The middle schools also receive School Within a School compensatory allocations of 9 fte's to NMS and 5 fte's to ERMS. This satisfies a required middle school level ALC for us to run our ALC program. Title 1 money is distributed to buildings based on enrollment. Buildings can spend this money dollar for dollar. If they were allocated \$90,000 then they can spend up to that amount covering salary and benefits. Both categorical allocations are meant for building principals to address priorities at their sites to supplement the general allocation. It is a local discretionary decision.</p>																																																																						
<p>2. What are the categorical allotments by school in FY22 (total \$ invested and FTE by school).</p>	<p>The compensatory allocation for each site above.</p> <p>Title 1:</p> <table border="1" data-bbox="578 1524 1409 1797"> <thead> <tr> <th>School Name</th> <th>To Be Served</th> <th>%FRP</th> <th># FRP</th> <th>KG-12 Enrollment</th> <th>Real PPFU</th> <th>School Allocation</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$ 680.00</td> <td></td> </tr> <tr> <td>SKY OAKS ELEMENTARY</td> <td>Yes</td> <td>65.70%</td> <td>301</td> <td>458</td> <td>\$ 680.00</td> <td>\$ 204,680.00</td> </tr> <tr> <td>HIDDEN VALLEY ELEMENTARY</td> <td>Yes</td> <td>63.70%</td> <td>313</td> <td>491</td> <td>\$ 680.00</td> <td>\$ 212,840.00</td> </tr> <tr> <td>EDWARD NEILL ELEMENTARY</td> <td>Yes</td> <td>59.50%</td> <td>225</td> <td>378</td> <td>\$ 680.00</td> <td>\$ 153,000.00</td> </tr> <tr> <td>VISTA VIEW ELEMENTARY</td> <td>Yes</td> <td>53.70%</td> <td>176</td> <td>328</td> <td>\$ 680.00</td> <td>\$ 119,680.00</td> </tr> <tr> <td>GIDEON POND ELEMENTARY</td> <td>Yes</td> <td>50.90%</td> <td>226</td> <td>444</td> <td>\$ 680.00</td> <td>\$ 153,680.00</td> </tr> <tr> <td>RAHN ELEMENTARY</td> <td>Yes</td> <td>48.50%</td> <td>174</td> <td>359</td> <td>\$ 680.00</td> <td>\$ 118,320.00</td> </tr> <tr> <td>WILLIAM BYRNE ELEMENTARY</td> <td>Yes</td> <td>43.00%</td> <td>244</td> <td>567</td> <td>\$ 680.00</td> <td>\$ 165,920.00</td> </tr> <tr> <td>HARRIET BISHOP ELEMENTARY</td> <td>Yes</td> <td>36.20%</td> <td>222</td> <td>613</td> <td>\$ 680.00</td> <td>\$ 150,960.00</td> </tr> </tbody> </table> <p>ADSI:</p>	School Name	To Be Served	%FRP	# FRP	KG-12 Enrollment	Real PPFU	School Allocation						\$ 680.00		SKY OAKS ELEMENTARY	Yes	65.70%	301	458	\$ 680.00	\$ 204,680.00	HIDDEN VALLEY ELEMENTARY	Yes	63.70%	313	491	\$ 680.00	\$ 212,840.00	EDWARD NEILL ELEMENTARY	Yes	59.50%	225	378	\$ 680.00	\$ 153,000.00	VISTA VIEW ELEMENTARY	Yes	53.70%	176	328	\$ 680.00	\$ 119,680.00	GIDEON POND ELEMENTARY	Yes	50.90%	226	444	\$ 680.00	\$ 153,680.00	RAHN ELEMENTARY	Yes	48.50%	174	359	\$ 680.00	\$ 118,320.00	WILLIAM BYRNE ELEMENTARY	Yes	43.00%	244	567	\$ 680.00	\$ 165,920.00	HARRIET BISHOP ELEMENTARY	Yes	36.20%	222	613	\$ 680.00	\$ 150,960.00
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<p data-bbox="201 1163 545 1751">4. Slide #5 - Please include details about the "six overloads" as noted in the margin. Are the six overloads solely in VA? If yes, please provide details (class size and department). If not, please provide additional details (individual class sizes, department).</p> <p data-bbox="201 1814 506 1850">- VA (elem, MS, HS)?</p>	<p data-bbox="573 1163 1463 1394">The six overloads are called out specifically for the VA school. We have overloads at BHS as well. This occurs when a course is needed but the 0.1 or 0.2 fte's are not available. A teacher who is already teaching 5 classes at BHS agrees to pick up an additional class in lieu of supervision or prep.</p> <table border="1" data-bbox="581 1465 1466 1772"> <thead> <tr> <th></th> <th>Qtr 1</th> <th>Qtr 2</th> <th>Qtr 3</th> <th>Qtr 4</th> </tr> </thead> <tbody> <tr><td>Art Department/Fine Arts</td><td>0</td><td>34</td><td>TBD</td><td>0</td></tr> <tr><td>FACS/CTE Department</td><td>35</td><td>0</td><td>0</td><td>0</td></tr> <tr><td>Math Department</td><td>0</td><td>10</td><td>0</td><td>TBD</td></tr> <tr><td>CTE/Business Ed Department</td><td>0</td><td>40</td><td>TBD</td><td>0</td></tr> <tr><td>Lang Arts Department</td><td>29</td><td>0</td><td>0</td><td>0</td></tr> <tr><td>CTE/FACS Department</td><td>0</td><td>0</td><td>0</td><td>TBD</td></tr> </tbody> </table>		Qtr 1	Qtr 2	Qtr 3	Qtr 4	Art Department/Fine Arts	0	34	TBD	0	FACS/CTE Department	35	0	0	0	Math Department	0	10	0	TBD	CTE/Business Ed Department	0	40	TBD	0	Lang Arts Department	29	0	0	0	CTE/FACS Department	0	0	0	TBD																																																																																																																																																											
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<p>5. Slide 6 needs additional explanation. The statement at left does not easily tie back to the graph in a way that is easily understood. In other words, while the increase in enrollment is clear, data supporting the comment on class sizes over 40 is more of an extrapolation.</p>	<p>This point is included in Stacey's talking points. The point is that we had a high increase on the first week of school with students enrolling in VA. On top of this we have high mobility of students transferring in and out of the VA (52 students, 11% of VA). Some of this lends itself as to why we have high class sizes because these numbers were not reflected over the summer.</p>
<p>6. Where do we have hot spots in our brick and mortar schools?</p>	<p>We are 1 student over at Edward Neill for 4th grade. We will monitor the numbers, but likely not do anything from a district level. If the building principal feels that it is an issue they have capacity within the building to reassign staff.</p>
<p>7. Where there are hot spots in a school, how has enrollment at the school been impacted by variances?</p>	<p>Since we don't have hot spots, variances have not had an impact. Variances are only accepted when the grade level already has FTE capacity to accept more students.</p>

<p>8. How many students do we have open enrolling into: - Brick and mortar: elementary? MS? BHS/BAHS?</p>	<table border="1"> <tr><td>BHS</td><td>141</td></tr> <tr><td>ERMS</td><td>26</td></tr> <tr><td>NMS</td><td>43</td></tr> <tr><td>BEST</td><td>3</td></tr> <tr><td>GP</td><td>20</td></tr> <tr><td>EN</td><td>19</td></tr> <tr><td>VV</td><td>11</td></tr> <tr><td>WB</td><td>17</td></tr> <tr><td>RN</td><td>44</td></tr> <tr><td>SO</td><td>39</td></tr> <tr><td>HV</td><td>19</td></tr> <tr><td>HB</td><td>40</td></tr> <tr><td>VAHS</td><td>15</td></tr> <tr><td>VAMS</td><td>14</td></tr> <tr><td>VA - ELEM</td><td>36</td></tr> <tr><td>BAHS</td><td>28</td></tr> </table>	BHS	141	ERMS	26	NMS	43	BEST	3	GP	20	EN	19	VV	11	WB	17	RN	44	SO	39	HV	19	HB	40	VAHS	15	VAMS	14	VA - ELEM	36	BAHS	28
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<p>9. If MDE denies our waiver request, how much of a budgetary increase to hire additional FTE might we expect?</p>	<p>The open positions are posted and we are utilizing federal funds. For teacher positions we estimate approximately \$100,000 for salary and benefits.</p>																																

BURNSVILLE EAGAN SAVAGE
Independent School District 191
Human Resources

172

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: October 28, 2021

RE: **Collective Bargaining Agreement with the Burnsville Principals Association**

RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE PROPOSED REVISIONS AND RE-ADOPT THE UNCHANGED LANGUAGE IN THE 2021-2023 MASTER AGREEMENT WITH THE BURNSVILLE PRINCIPALS ASSOCIATION

The District reached a tentative agreement on a new two-year contract with the Burnsville Principals Association on October 6, 2021. There are 20 principals within the unit. Work on a new two-year agreement started on August 24, 2021 and extended over three bargaining sessions. During the collective bargaining process, minimal language items were on the table for discussion.

The major language items agreed upon in the tentative agreement include:

- Removed dated language.
- \$500 Increase to 403(b) match each year.

Economic terms agreed to include:

- 2 year increased cost \$ 206,000.
- MSBA 2 year package increase is 3.89%.

MASTER AGREEMENT

JULY 1, ~~2019~~ 2021 - JUNE 30, ~~2021~~ 2023

**BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT 191
BURNSVILLE, MINNESOTA**

AND

BURNSVILLE PRINCIPALS ASSOCIATION

Burnsville - Eagan - Savage Public Schools

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MASTER AGREEMENT
JULY 1, 2019 2021 - JUNE 30, 2021 2023

BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT 191
BURNSVILLE, MINNESOTA

and

BURNSVILLE PRINCIPALS ASSOCIATION

Preamble

THIS AGREEMENT, entered into between the School Board of Independent School District 191, Burnsville, Minnesota, and the Burnsville Principals Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as revised, is to provide the terms and conditions of employment for principals for the duration of the Agreement.

ARTICLE I
RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all principals who work more than fourteen (14) hours per week and more than sixty-seven (67) days per year. A principal, associate principal, and principal or associate principal on special assignment or any other professional employee required to hold a principal's license from the state department shall be referred to as a "principal" within this master agreement.

ARTICLE II
COPIES OF RECORD

There shall be two (2) signed copies of the final contract for the purpose of record, one retained by the Board, one by the Association.

ARTICLE III
STATUTORY RESPONSIBILITIES AND OBLIGATIONS OF THE SCHOOL BOARD

Section 1. All principals covered by this Agreement shall perform the professional services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by properly designated officials of the School District. The School Board and its properly designated representatives have the obligation and duty to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

Section 2. All principals covered by this Agreement, the School Board, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, Rules and Regulations of the State Board of Education, and valid rules, regulations, and orders of State and Federal governmental agencies. Any provisions of this Agreement herein found to be in violation of any such laws, rules, regulations or orders shall be null and void and without force and effect.

Section 3. The School Board agrees not to meet and negotiate with any organization other than the Burnsville Principals Association as long as that organization is the exclusive representative of the principals of Independent School District 191.

Section 4. It is further understood that the foregoing enumeration of the School Board's responsibilities and obligations is not exclusive and the School Board expressly reserves all its statutory authority not expressly delegated in the Agreement.

ARTICLE IV PRINCIPALS RIGHTS

Section 1. Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any principal or his/her representative to the expression or communication of view, grievance, complaint or opinion on any matter related to the conditions of compensation of public employment or circumvent the rights of the Association, nor shall it be construed to require any principal to perform labor or services against his/her will.

Section 2. Principals shall have the right to form and join employee organizations, and shall have the right not to form and join such organizations. Principals in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment with the School Board.

Section 3. Recognizing that principals have the right to meet and confer with the Board regarding any and all policies and practices of the District, the Board or its designee agrees to meet and confer with the principals on matters not covered in this Agreement at least every four (4) months. It shall be the responsibility of the Principals' Association to request such meetings and provide a proposed agenda.

Section 4. Any principal who is a member of the Association, or who has applied for membership, may sign and deliver to the Human Resources Office an assignment authorizing deduction of membership dues in the Association. Pursuant to such authorization, the Board shall deduct dues from each regular salary check of the principal ending in June.

Section 5. With respect to all sums deducted by the Board, the Board agrees to remit to the Association said amount, accompanied by an alphabetical list for whom such deductions have been made.

Section 6. Duly authorized representatives of the Association shall be permitted to transact official association business on school property, provided that this shall not interfere with or interrupt normal school operations.

Section 7. The Association shall have the right to use school facilities and equipment, including computers, duplicating equipment, calculating machines, and all types of audio visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use. The user shall request equipment from the responsible individual and have time and use determined when checked out.

Section 8. The Association shall have the right to use the District mail service, mailboxes, e-mail and voicemail for communications; such communication to be unimpaired and uncensored.

Section 9. The Board agrees to furnish to the Association information concerning the financial resources of the District, annual financial reports and audits, after official adoption at a regular School Board meeting, register of certified personnel, agendas and minutes of all Board meetings, census and membership data, (names and addresses of all principals salaries paid thereto and substantiating data).

ARTICLE V COMPENSATION

Section 1. Basic Rates of Pay:

Subd. 1. Status of Salary Schedules:

The salary schedules contained in this article are adopted by the School Board for the term of this Agreement. The Schedules shall remain in effect until a successor agreement is negotiated. Step advancement is contingent upon and subject to the terms of the successor agreement.

Subd. 2. Salary Schedule - Placement

Initial placement is the responsibility of the Executive Director of Human Resources or designate.

Subd. 3.

For the salary schedule for the ~~2019-2020~~ ~~2021-2022~~ and ~~2020-2021~~ ~~2022-2023~~ contract year, see Appendix A and Appendix B attached hereto.

Section 2. Step Advancement: Step advancement for principals whose initial placement is step (1) one of the salary schedule is granted after a principal successfully completes one (1) year as a principal in ISD #191. For purposes of Section 2 and Section 3 of this article, a principal must start by January 1st. Longevity (Steps 15 and 20) is granted for years of professional service in the district.

Section 3. Principal Career Steps: A principal is eligible for a career step after completing the appropriate years of service as a principal. Career step amounts will be pro-rated for principals that work less than full-time.

Effective July 1, 2015, the following career steps apply:

- A. \$2,000 in the 5th year of employment as a principal
- B. \$3,500 in the 10th year of employment as a principal

Section 4. Tuition:

Sub 1. For individuals hired prior to January 1, 2013, the employer will reimburse employees for credits taken beyond the MA +60 or Specialist lane subject to the prior approval of the Executive Director of Human Resources. Reimbursement will not be paid to employees on leave. Reimbursement shall be at the rate of graduate school tuition for the University of Minnesota, adjusted annually for the year in which the course was taken.

Subd 2. Employees hired after January 1, 2013 are eligible for up to two thousand five hundred dollars (\$2,500) in tuition reimbursement per school year for post-graduate coursework that is

germane to their assignment and benefits the District. All coursework must be preapproved by the Executive Director of Human Resources.

Subd 3. Effective July 1, 2013, employees who have earned a doctorate from an accredited college or university will receive an additional five thousand dollars (\$5,000) per year above the MA60 salary schedule, if the Board determines that the doctorate relates to the employee's position with the District.

Section 5. Certificate, Retirement Fund Certificate, and Transcript of College Credits: Each principal must submit a copy of a valid Minnesota Certificate, a retirement fund certificate, and a transcript of all college credits. This material will be kept on file in the District office during the entire time that the principal is employed in the school system. Before a principal can be granted a step or lane advancement, all requirements above must have been fulfilled.

Section 6. Work Year: The work year for principals shall be twelve (12) months. In the event a principal works for less than twelve months, the employee's compensation, sick leave, and vacation shall be calculated on a prorated basis. Health, life, and dental insurance shall be the same as for a full time employee, provided an administrator works at least thirty (30) hours per week.

Section 7. Vacation

Subd. 1. Annual Vacation:

Each full-time principal shall have twenty-eight (28) vacation days. Principals hired after July 1, 1998, shall have vacation days:

1st	Year Principal	23
2nd	Year Principal	25
3rd	And Following Years	28

Subd. 2. Effective upon ratification of the contract, a member of the Unit who terminates employment during a fiscal year is entitled to vacation benefits earned during that previous fiscal year. The member may elect to vacation out until the end of the current month. A member will be paid for any remaining, earned, but unused vacation days at the time of termination for any reason other than cause. A member who uses unearned vacation must reimburse the District at the time of termination.

Subd. 3. Accumulation and Termination:

All vacation time must be taken within twenty four (24) months of the start of the fiscal year in which it is received or be forfeited. Principals who sever employment for any reason other than cause, will be paid for accrued but unused vacation days at the rate at which they were earned.

Section 8. Holidays: Each full-time member of this Unit shall have ten (10) holidays each year. They are: Independence Day, Labor Day, Thanksgiving Day and the day following, Christmas Eve Day, Christmas Day, New Years Eve Day, New Years Day, and Memorial Day. Each principal subject to the approval of his/her immediate supervisor shall schedule the additional holiday.

Section 9. Snow Days: In the event the superintendent declares a snow day and classes are cancelled, principals may take a vacation day or a personal day.

Section 10. Compensation for Special Services:

Subd. 1. When principals choose to teach courses through Community Education, they will be compensated at the rate normally used to compensate other professional instructors.

Subd. 2. When principals render special services that either the Association or the District deem well beyond the scope of their normal job description, Association leaders and District administration shall meet and confer on terms and conditions for the revised job description.

**ARTICLE VI
GROUP INSURANCE**

Section 1. Health and Accident Insurance

Subd 1. For all principals who have a full-time assignment, who are employed by the District, who qualify and are enrolled in the District plan, the District contribution for individual or dependent coverage shall be as follows:

a. For all principals who have a full-time assignment, who are employed by the School District, who qualify for and are enrolled in the plan, the School District will contribute the equivalent value of 95% of the single, (composite) premium. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 shall be redirected by the district to the HRA. The remainder shall be borne by the employee. Full-time assignment, for insurance purposes as outlined in this Section, shall mean thirty (30) hours per week.

b. For all principals who have a full-time assignment, who are employed by the School District, who qualify for and are enrolled in the plan, the School District will contribute the equivalent value of 83% of the dependent, (composite) premium. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 shall be redirected by the district to the HRA. The remainder shall be borne by the employee. Full-time assignment, for insurance purposes as outlined in this Section, shall mean thirty (30) hours per week.

Section 2. Life Insurance

Subd. 1. Each full-time member of this unit will be provided with \$250,000 term insurance with the District covering the cost of \$100,000 and employees covering the cost of \$150,000.

Subd. 2. Any member of the Unit, upon retirement, may elect to continue group term insurance under the provisions of Minnesota Statute § 61A.092 or may convert the term life insurance to an individual life insurance contract. Any extension or conversion is subject to the terms and conditions established by the insurance carrier. The premium costs for the employee shall be the responsibility of the employee by

monthly prepayment to the District.

Section 3. Long Term Disability: The School District will contribute forty percent (40%) of the premium for a long term disability policy. Disability pay and eligibility will be governed by the policy in effect. If the principal requests it, the District will pay to those participants who have accumulated over thirty (30) days of sick leave the remaining fraction of regular income with one-third (1/3) days subtracted from the total number of remaining sick leave days until a maximum of seventy-five (75) days of unused sick leave has been used or the principal requests such payment to be discontinued.

Section 4. Liability Insurance: The School District will continue to provide liability insurance coverage for principals. Subject to the limitations on liability set forth in the Minnesota Statutes, the District shall defend and indemnify members of the Unit for damages, including punitive damages, claimed or levied against the member, provided that the member: 1) was acting in the performance of the duties of the position, and 2) was not guilty of malfeasance in office, willful neglect of duty or bad faith. Indemnification of members of the unit provided under this section shall be modified in accordance with any amendments to M.S. §466.07.

Section 5. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article is intended to describe coverage generally and benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 6. Continuation of Benefits

Subd. 1. Retirement. Upon retiring from the District with at least ten (10) years of full-time service in the District, an employee who is at least fifty-five (55) years of age may continue to participate in the group health insurance plan and group dental insurance plan that the District makes available to active employees of the District during that period of time. For any employee hired after January 1, 2011, the District will not contribute toward the employee's health insurance premium after the employee retires. For employees hired before January 1, 2011, the amount and duration of the District's contribution toward the employee's health insurance premium after retirement will be as follows:

- A. If the employee's years of service in the District plus the employee's years of service as a principal in the District are greater than sixty (60), then for a period of nine (9) years, or until the employee is eligible for Medicare, whichever occurs first, the District will contribute the same dollar amount toward the monthly premium for dependent or single coverage that the District contributed on behalf of the employee for the month immediately before the employee retired.
- B. If the employee's years of service in the District plus the employee's years of service as a principal in the District are greater than forty (40), then for a period of eight (8) years, or until the employee is eligible for Medicare, whichever occurs first, the District will contribute the same dollar amount toward the monthly premium for dependent or single coverage that it contributed on behalf of the employee for the month immediately before the employee retired.

- C. If the employee's years of service in the District plus the employee's years of service as a principal in the District are greater than thirty (30), then for a period of seven (7) years, or until the employee is eligible for Medicare, whichever occurs first, the District will contribute toward the monthly premium for dependent or single coverage in a dollar amount that is equal to fifty percent of the dollar amount it contributed on behalf of the employee for the month immediately before the employee retired.
- D. If the employee's years of service in the District plus the employee's years of service as a principal in the District are thirty (30) or less, then the District will not contribute any amount toward the monthly premium for single or dependent coverage.
- E. In the event of the death of a retired principal with dependent coverage, the percentage of contribution for health and dental coverage will continue for eligible dependents until the date coverage would have ended for the retired principal.

For example an administrator who works as a principal in the District for ten years would have 10 years of district service and 10 years as a principal for a total of 20 years. A principal who works 5 years as a teacher and then 25 years as a principal would have 30 years of District service plus 25 years as a principal for a total of 55.

Subd. 2. Leaves of Absence: An employee on a School District approved unpaid leave of absence shall be permitted to participate in group insurance programs, to the extent permitted by the carrier, but shall pay all premiums during the term of the leave.

Subd. 3. Disabled Employee: An employee who becomes eligible for long term disability shall retain such benefits as are provided by the carrier and the School District shall make normal contractual contributions for H & A insurance, as provided by law, for the duration of the disability.

Section 7. Dental Insurance

Subd. 1. Single Coverage: The District shall provide dental insurance currently in effect in the School District, for individual coverage for each regular employee who qualifies for and is enrolled in the base group plan. The employee must indicate the desire to participate by written notification to the Office of the Executive Director of Human Resources.

Subd. 2. Family Coverage. The District shall provide dental insurance currently in effect in the School District for family coverage for each regular employee who qualifies for and is enrolled in the group plan. The employee must indicate the desire to participate by written notification to the Office of the Executive Director of Human Resources.

ARTICLE VII MISCELLANEOUS

Section 1. Mileage and Miscellaneous Expense Reimbursement. The District will reimburse principals for eligible mileage and business expenses incurred as the result of performing job-related responsibilities. Reimbursement shall be consistent with District policy.

Section 2. Tax Sheltered Annuity and Deferred Compensation Plans: Tax sheltered annuities and deferred compensation plans, either variable or fixed, shall be made available to principals. Regulations and procedures are available in the Human Resources Office and are contained in Board of Education policy DLBA. The Board policy and regulations are updated annually for compliance with State and Federal Laws.

Section 3. Flexible Benefit Plan: The School District will maintain a Flexible Benefit Plan under IRS Code 125. Regulations and procedures will be available in the Human Resources Office. Board policy and accompanying regulations are updated annually to comply with IRS Regulations.

Section 4. Substitutes for Principals: At the discretion of the Executive Director of Human Resources and dependent upon the availability of substitutes, the District will provide substitutes for principals where members of the Unit are absent from work for periods exceeding ten (10) consecutive working days.

Section 5. Extension of Employment: At the discretion of the Executive Director of Human Resources, an employee whose position has been discontinued may be asked to continue in his/her present assignment in order to permit the completion of responsibilities. The duration of this extension shall be determined by the Executive Director of Human Resources. The decision to extend time is to be made prior to June 1.

Section 6. Seniority Procedure: The first date of continuous employment in any certified capacity shall be the date of service in this District for purposes of placement on the seniority list. In the event of a staff reduction affecting members of this unit whose first date of employment commenced on the same date, and thus have equal seniority, the principals with the lower license file number as required by the State Department of Education shall be deemed senior.

Subd. 1: Probation: Individuals, who have achieved continuing contract status as a licensed teacher in ISD #191 and are then selected for a principal position, must execute a waiver of continuing contract status and agree to serve an additional probationary period of one year in the promotional position. In the event the individual is not confirmed in the promotional position the individual shall return to the previous continuing contract position. Continuing contract status for others will be as per MN Statute 122A.40

Subd. 2. Seniority for members employed after July 1, 1995: For purposes of placement of individuals on unrequested leave of absence, seniority as a member of this bargaining unit shall be based on continuous service (including authorized leaves) as a member of this bargaining unit only.

Subd. 3. Seniority non-waiver: Nothing in this agreement shall be interpreted as a waiver by an individual principal of any claim to a position in the teacher bargaining unit.

Section 7. Unrequested Leave Of Absence Procedure: The School Board may place on unrequested leave of absence, without pay or fringe benefits, as many principals as may be necessary because of discontinuance of position, lack of students, financial limitations, or merger of classes by consolidation. The unrequested leave shall be effective at the close of the school year.

Subd. 1. Definitions:

- A. For the purpose of this Article, a "principal" shall mean a continuing contract principal associate or assistant principal.
- B. For purposes of this Article, "seniority" shall mean employment under a continuing contract as principal with a seniority date as determined by Section 3 hereof involving continuous service with the School District. For purposes of seniority standing, it is understood that a principal on leave of absence pursuant to this Agreement shall continue to accrue seniority during such leave of absence.
- C. Notwithstanding any other provision of this Article, a continuing contract principal who has held seniority as a principal shall continue to retain the original seniority date and hold seniority if such principal becomes employed in a part-time position involving continuous service.

Subd. 2. Placement on Unrequested Leave of Absence. Principals shall be placed on unrequested leave in reverse order of their hiring on the seniority list. Principals may not assert a seniority right into a promotional position. Principals may assert a seniority right into a position that is not promotional.

Subd. 3. Reinstatement:

- A. Principals shall be recalled from an unrequested leave of absence to available positions in the School District in fields for which they are certified and for which they are qualified pursuant to the provisions of this Article. The principal with the highest amount of seniority so certified and qualified shall be reinstated first.
- B. The School Board shall maintain a recall list in accordance with this Article. This list shall be updated every April 15 and October 1, and a copy shall be forwarded to the Association of principals.
- C. No appointment of a new principal shall be made while there is available, on unrequested leave, a principal who is properly certified and qualified as provided in this Article to fill such vacancy.
- D. Notification shall be by certified mail to the last known address of the principal as recorded in the Human Resources office. In the event a principal declines a principal position or fails to notify the School Board in writing of the principal's intentions within ten (10) days of the date of notification, the principal shall be removed from the recall list.
- E. A principal placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave. Nothing in this Article shall be construed to impair the rights of principals placed on unrequested leave of absence to receive unemployment compensation, if otherwise eligible.

- F. The unrequested leave of absence shall not impair the continuing contract rights of a principal or result in the loss of any benefits accrued under the Master contract while the principal was employed by the School Board.
- G. The unrequested leave of absence of a principal who is not reinstated shall continue for a period of three (3) years from the date the principal's unrequested leave of absence began or until the principal fails to respond within ten (10) days of the date of notification or until the principal submits in writing a request to be removed from the recall list, whichever occurs first.

Subd. 4 Termination of Recall Rights.

A principal's recall rights will terminate if any of the following occur:

1. Voluntary removal by a principal of his/her name from the recall list which must be a written request.
2. Resignation of position.
3. Retirement.
4. Discharge or termination of the principal.
5. The expiration of three (3) years from the commencement of the ULA without having been recalled.
6. The expiration or revocation of a valid license.

Subd. 5 Insurance Participation.

Any principal placed on unrequested leave of absence shall remain eligible for all principal insurance benefit plans if he/she is not employed in another job in which insurance benefits are available. The principal must pay the entire premium during the period of such leave. If a principal is on an ULA and a spouse is employed by the district, the District will only contribute the portion identified under family coverage. Dual employment language will not apply.

Subd. 6 Hearing Rights.

Any challenge by a principal who is proposed for placement on ULA or recall therefrom shall be subject to the hearing and review procedures as provided in Minn. Stat. 122A.40 and, therefore, shall not be subjected to the grievance procedure.

ARTICLE VIII RETIREMENT

Section 1. Matching Contribution Eligibility (Effective November 3, 1994). A District match to an approved Minnesota deferred compensation program is available to principals hired on or after July 1, 1988. Principals are eligible for the match in their first year of employment, provided they have started by December 1st at a .5 FTE contract or more. Contributions as permitted by M.S. §356.24 will be made as follows:

Subd. 1. Effective July 1, 2016 2021, the District will match up to \$3,250 \$3,750 per year to an approved program for each principal hired after July 1, 1988. In the event a principal works less than a full year or less than full-time, the match will be pro-rated based on fiscal FTE. Effective July 1, 2022, the District will match up to \$4,250 per year to an approved program for

each principal hired after July 1, 1988. In the event a principal works less than a full year or less than full-time, the match will be pro-rated based on fiscal FTE.

Subd. 2. Employees who work less than full-time will receive a pro-rated match to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1st. The contribution will remain in effect for the duration of the fiscal year.

ARTICLE IX PROFESSIONAL ACTIVITY LEAVE

Section 1. A professional activity leave may be granted for a period of up to one (1) year at the sole discretion of the School Board.

Section 2. Applications shall include a description of the benefit to the District educational program if the leave is granted. Applications must be submitted to the Office of the Executive Director of Human Resources by May 1 to be eligible for the subsequent year.

Section 3. A committee composed of one (1) Board member, the Executive Director of Human Resources, and one (1) unit member appointed by the unit membership shall hear all applicants within thirty (30) days of the deadline date and make recommendations to the Board of Education within thirty (30) days of the conclusion of the interview.

Section 4. Applications for a professional activity leave shall be compensated at seventy (70%) of current salary computed on the number of working days involved.

Section 5. To be eligible for a professional activity leave, a principal must have been employed in the District as a principal for at least five (5) years.

Section 6. Principals granted a professional activity leave shall pledge themselves to two (2) years, or prorated for leaves of less than one (1) year service in the District following termination of the leave, or pay back a prorated portion of monies paid while on leave if early release is requested.

ARTICLE X LEAVES AND ABSENCES

Section 1. General Leave: Leaves may be granted for a period of up to two (2) years without pay or fringe benefits upon recommendation of the Executive Director of Human Resources and approval of the Board of Education. Insurance may be continued, subject to the rules of the carrier and at cost to the employee. This article is not subject to the grievance procedure.

At the time a leave is granted, a date will be established for tentative return to the School District and the position will be determined insofar as possible. Upon return, the individual will have all benefits reinstated.

Section 2. Leave for Military Duty:

Subd. 1. Leave for Military Duty: Principals called to required military duty by appropriate orders shall be granted leave of absence without pay for said duty and shall be returned to an appropriate and comparable assignment upon return. Credit will be allowed on the salary

schedule for each year of required military service. Principals in the employ of the District, who enlists in a branch of the military at a time when his/her being drafted is imminent, shall receive similar benefits as if he/she had been drafted. Principals on extended enlistment, or those who reenlist after completing their military obligation, do not qualify for any benefits referred to in this policy.

Subd. 2. Leave for Military Duty - Reserve Training: Any officer or employee of the School District, who shall be a member of a branch of the military service, shall be entitled to leave of absence from his/ her employment without loss of pay, seniority status, efficiency rating, vacation and sick leave, or other benefits for the time that he/she is engaged with such military leave, or other benefits for the time that he is engaged with such military organization in training, or active service ordered or authorized by proper authority pursuant to law, but not to exceed a total of fifteen (15) days in any calendar year. Copies of said orders must be submitted to the Executive Director of Human Resources in advance. For those persons whose contract year is not a complete calendar year, this leave is applicable only for the time of the specified days of the contract year.

Section 3. Extended Leave of Absence: Members of this unit may apply for such leave according to Minnesota Statute covering such leave. Conditions contained in that Statute shall be applicable if such leave is granted by the District.

Section 4. Jury Duty: Principals will receive any regular pay from the School District during the time of service on jury duty. Any sum given the principal for service on jury duty as a travel expense is to be retained by the principal. Any pay will be docked in the same amount as the sum retained for jury service.

Section 5. Personal Business Absence

Subd. 1. General: The general purpose of approved personal business absence leave is to provide added protection for the principal, that he/she not suffer loss for personal business affairs, the time and occurrence of which are not reasonable within his/her control and requires the personal attention of the principal and necessitates absence from work. This absence shall not be used for vacation, recreation or leisure time activities. Confirmation of the use of this absence may be required when used sequentially with school holidays or vacations.

Subd. 2. Procedure:

- a) Principals planning to use personal business absence shall notify the Executive Director of Human Resources, at least eighteen (18) hours in advance, except in a case of emergency approved as such retroactively by the Executive Director of Human Resources.
- b) A request made at least eighteen (18) hours in advance will automatically be granted.
- c) A retroactive request shall be ruled upon by the Executive Director of Human Resources. Such request should state the reason for absence. The decision of the Executive Director of Human Resources in such cases is final.

Subd. 3. Limitations: At the beginning of each school year, each principal shall be credited with two (2) days, cumulative to three (3) days. Leave will be pro-rated when principals work less than a full year.

Section 6. Personal Illness

Subd. 1. Each principal in this District will be granted twelve (12) days annual sick absence at the beginning of each contract year. Unused sick absence days may accumulate to three hundred (300) days. In the event the illness or injury necessitates absence beyond thirty (30) consecutive days, income protection insurance will ensue in accordance with the existing policy. When a principal works less than a full year, personal illness absence will be pro-rated from the point in time a principal is eligible for LTD benefits. Excess days, if any, will be available upon return.

Section 7. Worker's Compensation: Any employee who is absent because of injury, who deserves compensation under Minnesota Worker's Compensation Act, shall receive from the Board the difference between the allowance under the Act and his/her regular salary for a period of time that funds from his/her accumulated sick absences will provide on a prorated basis, or until he/she is eligible for long term disability.

Section 8. Bereavement Absence: A maximum of (5) days per school year (not cumulative) shall be allowed for each death in any five (5) of the twelve (12) categories of bereavement family. A maximum of three (3) days per school year (not cumulative) shall be allowed for the other categories noted in the bereavement family.

The term "bereavement family" is interpreted to mean: parent/step-parent or guardian of employee, of spouse, or of those who dwell under the same roof and comprise a family or domestic establishment, spouse of employee, those who dwell under the same roof and comprise a family or domestic establishment, brother, step-brother, sister, step-sister, child, spouse of child, grandchildren, grandparents of employee or spouse or of those who dwell under the same roof and comprise a family or domestic establishment, spouse's sibling, aunt, uncle, or dependent living in the immediate household and relatives of the same degree of those who dwell under the same roof and comprise a family or domestic establishment.

Section 9. Family Illness Absences:

Subd. 1. A maximum of five (5) days per school year (cumulative to six (6)) for illnesses in the family for each full-time principal. The term family is interpreted to mean anyone of personal significance to a principal. Family illness leave will be pro-rated when principals work less than a full year.

Subd. 2. Principals who have exhausted their family illness absences may use personal illness absence provided by the employer for absences due to an illness of the employee's family member for such reasonable periods as the employee's attendance with the family member may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness. This section applies only to sick leave benefits payable to the employee from the employer's general assets.

Section 10. Professional Absence: Principals may be allowed to attend professional meetings and other activities of a professional nature with full pay.

Wherein principals attend meetings on behalf of the school and upon the instruction of central administration, expenses shall be paid by the school. Such authorization should be obtained ahead of time.

Wherein principals attend meetings, or visitations, etc., of a professional nature at the expense of the School District, a written report suitable for publication, or distribution among the professional staff, is expected so that all may benefit by the professional experience.

Section 11. Maternity Absence

Subd. 1. The start of a physical disability absence for childbirth shall be determined by the principal's physician. The end of a physical disability absence for childbirth shall be determined by the principal's physician, estimated at the time of the child's birth.

Subd. 2. To access paid personal illness days and, if necessary, long-term disability insurance, the principal must provide the above information to Human Resources no later than the start of the certified disability (usually the birth of the child). Estimated start-end times are always open to modification by the physician.

Subd. 3. The principal is responsible for ensuring adequate preparation for substitute coverage in her absence (barring an emergency); i.e. enough time to find a long-term substitute, discuss transition, and provide communication to parents.

Subd. 4. A principal on maternity absence shall continue to receive all benefits while absent and shall receive sick pay to the limit accumulated by the principal, but not to exceed thirty (30) days. In the event a principal is medically disabled due to pregnancy, delivery or recovery for more than 30 days and is eligible to receive long term disability benefits, she may supplement LTD pay with accrued sick leave as per Article VI, Section 3, Long-Term Disability.

Section 12. Parental Leave

Subd. 1. Parental leave of absence shall be available to principals for the purpose of caring for a child for which the applicant has the legal responsibility for the care and/or support of said child. Such leave to be subsequent to birth of the principal's child, or in the case of adoption, when the child is physically turned over to the principal/parent. Only one (1) parent is eligible for parental leave for each pregnancy.

Subd. 2.

- a) At least two (2) calendar months prior to the estimated delivery date of the child, the employee shall be required to notify the employer in writing whether or not the employee intends to take parental leave. This election may be changed at any time before the end of maternity absence.
- b) Upon filing an application for adoption of a child, the employee shall be required to notify the employer, in writing, of the principal's intention to take a parental leave. Such notice is to include the estimated date when such leave shall become effective.

Subd. 3. In connection with election to take parental leave, the principal shall submit a request for such leave in writing. Such request shall include an estimated commencement date and a return date. The estimated commencement date shall be the day following the physician's estimated date of cessation of disability, or, in the case of an adoption, the estimated date

when the child will be turned over to the parent. The return date must coincide with a quarter or semester break.

Subd. 4. The actual commencement date of parental leave shall be the return date from maternity absence, or in the case of an adoption, the date when the child is physically turned over to the principal/parent.

Subd. 5. If a principal complies with all the provisions of this Section, parental leave shall be granted by the employer. The employer shall notify the principal in writing of its action.

Subd. 6. By mutual agreement, the length of the parental leave may be altered.

Subd. 7. A principal returning from parental leave shall be reemployed in the principal's former position if available. If that position is not available, then to a position for which the principal is qualified.

Subd. 8. The principal must return on the return date stated in Subd. 3 unless the principal requests another return date within ninety (90) days of the commencement of the parental leave.

Subd. 9. A principal returning from parental leave will be placed on the next higher step on the salary schedule when the parental leave commences provided the principal has served three-fourths (3/4) year in that school year. A principal serving less than three-fourths (3/4) year will return at the same step that the principal was on when the leave commenced. A principal returning to employment after a parental leave will be credited with the amount of sick absence accumulated at the commencement of the leave.

Subd. 10. A principal on parental leave is eligible to participate in group insurance programs if permitted under the insurance policy provision, but shall pay the entire premium for such programs as the principal wishes to retain at the beginning of the parental leave. The right to continue participation in such group insurance programs, however, will terminate if the principal does not return to the District pursuant to this Section, except as provided by law.

Subd. 11. A parental leave of absence granted under this Section shall be a leave without pay.

Subd. 12. At the principal's request, a parental leave may commence at a date preceding childbirth. In such cases, principals shall not be eligible for sick absence benefits as established by the Section on Maternity Absence.

Subd. 13. Once parental leave commences, maternity absence is forfeited for that particular pregnancy.

ARTICLE XI PERSONNEL FILES

Section 1.

Subd. 1. All evaluations and files relating to an individual shall be available during regular business hours to that employee.

Subd. 2. Employees shall be given an opportunity to read and sign all evaluations generated within the District before they are entered in the permanent file.

Subd. 3. Contents of files may be examined subject to the availability of a supervisor.

Subd. 4. An employee may attach a signed explanation, rebuttal or amplification to any materials and such documents shall become a part of the individual file.

Subd. 5. Any in-district generated material may be reproduced at the request of the individual. Cost of reproduction shall be borne by the individual.

Subd. 6. The administrator charged with the responsibility for evaluating members of the Principals' Unit is the only individual permitted to carry out such evaluation and to place documentation from such evaluation in the file of the Unit member. All other documents may not be placed in personnel files without the knowledge of the Unit member. With the exception of annual evaluations, all documents must be placed in the personnel file by June 30th of the year in which they were generated.

ARTICLE XII GRIEVANCE PROCEDURE

Section 1. A claim by an employee or the exclusive representative that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided. Days within this article are defined as working days.

Section 2. Level I: In the event that an employee or the Association believes there is a basis for a grievance, the employee shall complete the District grievance form and submit a copy to the Executive Director of Human Resources within twenty (20) days of the alleged grievance. The grievor shall meet with the grievant within ten (10) days of the receipt of the completed proper form and render a written decision within five (5) days of the meeting. A copy of the decision will be placed in the file.

Section 3. Level II: In the event the grievant or the Association is not satisfied with the decision rendered at Level I, the grievant may appeal, in writing to the Executive Director of Human Resources within five (5) days after the decision in Level I has been rendered and disseminated. Within ten (10) days upon receipt of the appeal, the Executive Director of Human Resources shall meet with the grievant. The Executive Director of Human Resources shall respond, in writing, within fifteen (15) days after the meeting.

Section 4. Level III: If the employee or the Association is not satisfied with the disposition of the grievance by the Executive Director of Human Resources, the alleged grievance may be submitted to arbitrator. Notification of dissatisfaction shall be made, in writing to the Executive Director of Human Resources within ten (10) days after his/her decision has been rendered. The dispute will be submitted to an arbitrator selected and agreed upon by both parties. If the parties cannot agree upon an arbitrator within five (5) days from the notification date that arbitration will be pursued, the P.E.R.B. Board, in accord with its rules, shall govern the arbitration proceeding. The arbitrator shall have no power to alter, add to or subtract from the express terms of this contract. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 5. The employee may have an Association representative either join or represent him/her at any level at the employee's discretion.

Section 6. If a grievance is not responded to at Levels I and/or II within the time limits and the limits have not been mutually waived, the alleged grievance automatically moves to the next level.

Section 7. If a grievance is not presented or transmitted within the time limits set forth above, it shall be considered "waived." The time limit in each step may be extended by mutual written agreement.

Section 8. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

Section 9. No reprisals of any kind will be taken by the Board of the School Administration against any employee because of his participation in this grievance procedure.

Section 10. When mutually agreed, grievances may be heard during the school day. The Board agrees to pay the regular salary for up to three (3) employees per grievance who participate in a grievance during the school day. Additional employees up to seven (7) per grievance may be available for grievances held during the school day at no pay from the District.

Section 11. The Executive Director of Human Resources may appoint a designee to act at Level II.

ARTICLE XIII PUBLICATION OF CONTRACT

Copies of this Agreement shall be printed at the Board's expense and distributed to every Unit member now or hereafter employed during the life of the Agreement.

ARTICLE XIV DURATION

Section 1. This contract shall be effective as of July 1, 2019 2021, and shall continue in effect through June 30, 2021-2023, or thereafter until replaced by a subsequent agreement. Negotiations for a successor agreement may commence when the parties mutually agree, but in no event later than ninety (90) days prior to expiration of this Agreement.

Section 2. This Agreement constitutes the full and complete agreement between the School Board and the Burnsville Principals' Association. The provisions herein relating to terms and conditions of employment supersede and take precedence over any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions thereof under different circumstances.

Section 4. This contract shall constitute the full, complete commitments between both parties and may be altered, changed, added to, deleted from, the signed agreement to this contract.

IN WITNESS WHEREOF, the parties have signed this Agreement:

For: Burnsville Principals Association

For: ISD #191

President, BPA

Board Chair

Chief Negotiator, BPA

Board Clerk

Date

Executive Director of Human Resources

APPENDIX A		
Salary Schedule		
2021-2022		
	Licensed	MA +60
Associate		
Step 1	\$ 125,200	\$ 129,300
Step 2	\$ 127,200	\$ 133,500
Elementary		
Step 1	\$ 130,400	\$ 134,500
Step 2	\$ 132,100	\$ 138,900
Middle School		
Step 1	\$ 135,500	\$ 140,000
Step 2	\$ 137,500	\$ 144,500
Senior High		
Step 1	\$ 144,600	\$ 149,200
Step 2	\$ 146,400	\$ 155,600
All Principals		
Longevity 15th	\$ 750	\$ 750
Longevity 20th	\$ 1,500	\$ 1,500

APPENDIX B		
Salary Schedule		
2022-2023		
	Licensed	MA +60
Associate		
Step 1	\$ 127,700	\$ 131,900
Step 2	\$ 129,700	\$ 136,200
Step 3	\$ -	\$ -
Elementary		
Step 1	\$ 133,000	\$ 137,200
Step 2	\$ 134,700	\$ 141,700
Step 3	\$ -	\$ -
Middle School		
Step 1	\$ 138,200	\$ 142,800
Step 2	\$ 140,200	\$ 147,400
Step 3	\$ -	\$ -
Senior High		
Step 1	\$ 147,500	\$ 152,200
Step 2	\$ 149,300	\$ 158,700
Step 3	\$ -	\$ -
All Principals		
Longevity 15th	\$ 750	\$ 750
Longevity 20th	\$ 1,500	\$ 1,500

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 Principal Association (hereinafter referred to as the Union), representing the Principals of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2019, 2021 through June 30, 2021 2023.

2. This MOU applies to the following employees as indicated:

Kelly Ronn
Renee Brandner
Don Leake

3. Notwithstanding the collective bargaining agreement Appendix A and Appendix B, identified employees shall be eligible for the following language:

- a. The identified employees will be eligible and placed on the schedule for the tier, lane, and step obtained in FY 2018 as long as they are employed in District 191. If future negotiated agreements change the structure of the salary schedule while these individuals are employed, it is understood that these employees shall be considered and placed on the schedule as holding the positions held in FY 2018.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2021 2023.

Burnsville Principal Association
Burnsville, MN 55337

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

Union Representative

Employer Representative

Dated: _____

Dated: _____

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 Principal Association (hereinafter referred to as the Union), representing the Principals of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2019 2021 through June 30, 2021 2023.
2. The Union and the School District agree the service provided by "Amplify" is an independent option for certain healthcare services separate from the District's medical insurance plan. This service provides no aggregate value to the medical insurance coverage provided to district employees. The "Amplify" service was added to provide employee choice for care as an independent option to the medical insurance coverage and is completely dependent on "Amplify" being able to provide their services to district employees. This service is unrelated to the District's medical insurance plan.
3. The School District may end its relationship with "Amplify" at any time and it is understood that the termination of that relationship does not impact the aggregate value of the District's medical plan or negotiated employee benefits.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2021 2023.

Burnsville Principal Association
Burnsville, MN 55337

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

Union Representative

Employer Representative

Dated: _____

Dated: _____



**Agenda IV.B.2.
October 28, 2021**

To: Board of Education
From: Stacey Sovine, executive director of human resources
Date: October 21, 2021
Re: Policy 413: *Harassment and Violence*

Recommendation: Approve, on a first reading basis, changes to Policy 413: *Harassment and Violence*.

The policies were reviewed by the Policy Review Committee on October 18, 2021. The changes were suggested by MSBA, administration, and the Policy Review Committee.

Adopted: 03/94
 Reviewed: ~~3/12/2020~~10/28/2021
 Revised: 1/10/2019
 Rescinds: JBA-ACA, ACA & ACA-R

Burnsville-Eagan-Savage School District Policy 413

413 HARASSMENT AND VIOLENCE

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity or expression, or disability (Protected Class).

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to maintain a learning and working environment ~~that is~~ free from harassment and violence on the basis of ~~race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity or expression, or disability~~ Protected Class. The school district prohibits any form of harassment or violence on the basis of ~~race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity or expression, or disability~~ Protected Class.
- B. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel harasses a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's ~~race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity or expression, or disability~~ Protected Class, as defined by this policy. (For purposes of this policy, school district personnel includes school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)
- C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's ~~race, color, creed, religion, national origin, sex, gender identity, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability~~ Protected Class.
- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's ~~race, color, creed,~~

~~religion, national origin, sex, gender identity, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability~~ Protected class, and to discipline or take appropriate action against any student, teacher, administrator, or other school personnel who is found to have violated this policy.

III. DEFINITIONS

- A. “Assault” is:
1. an act done with intent to cause fear in another of immediate bodily harm or death;
 2. the intentional infliction of or attempt to inflict bodily harm upon another; or
 3. the threat to do bodily harm to another with present ability to carry out the threat.
- B. “Harassment” prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual’s or group of individuals’ race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity or expression, or disability when the conduct:
1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
 2. has the purpose or effect of substantially or unreasonably interfering with an individual’s work or academic performance; or
 3. otherwise adversely affects an individual’s employment or academic opportunities.
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. Protected Classifications; Definitions
1. “Disability” means, ~~with respect to an individual any condition or characteristic that renders a person a disabled person. A disabled person is any person~~ who:
 - a. has a physical, sensory, or mental impairment ~~which that~~ materially limits one or more major life activities of such individual;
 - b. has a record of such an impairment; or
 - c. is regarded as having such an impairment.

2. “Familial status” means the condition of one or more minors being domiciled with:
 - a. their parent or parents or the minor’s legal guardian; or
 - b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
 3. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
 4. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
 5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
 6. “Sexual orientation” means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness. “Sexual orientation” does not include a physical or sexual attachment to children by an adult.
 7. “Gender identity or expression” means the socially constructed roles, behaviors, activities, and attributes that a given society attaches to femininity or masculinity. The manner in which persons represent or express gender to others, often through behavior, clothing, hair style, activities, voice, or mannerisms. Or a person’s deeply held sense of knowledge of their own sex.
 8. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.

F. Sexual Harassment; Definition

1. Sexual harassment ~~consists of~~ includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
 - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
 - c. that conduct or communication has the purpose or effect of substantially ~~or unreasonably~~ interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.

2. Sexual harassment may include, but is not limited to:
 - a. unwelcome verbal harassment or abuse;
 - b. unwelcome pressure for sexual activity;
 - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of students(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;
 - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
 - e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
 - f. unwelcome behavior or words directed at an individual because of sexual orientation, gender identity or expression.

G. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof ~~which that~~ involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as

defined in Minnesota Statutes, section ~~609.341~~, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.

2. Sexual violence may include, but is not limited to:
 - a. touching, patting, grabbing, or pinching another person's intimate parts, ~~whether that person is of the same sex or the opposite sex;~~
 - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
 - c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
 - d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to, ~~an individual's Protected Class race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity or expression, or disability.~~

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of ~~race, color, creed, religion, national origin, sex, , age, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity or expression, or disability~~ Protected Class by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct ~~which that~~ may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent.

If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

- D. In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.
- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.
- G. In the District. The school board hereby designates the executive director of human resources as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.
- H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future

employment, grades, or work assignments, or educational or work environment.

- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

Consequences for employees who permit, condone, or tolerate violence or harassment or engage in an act of reprisal or intentional false reporting of violence or harassment may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of violence or harassment may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

V. INVESTIGATION

- A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have

knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulation.
- B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the targets or victims and alleged perpetrators of harassment or violence, the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.
- C. In order to prevent or respond to acts of harassment or violence committed by or

directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

VII. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged harassment or violence prohibited by this policy, who testifies, assists, or participates in an investigation of retaliation or alleged harassment or violence, or who testifies, assists, or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the harassment or violence. Remedial responses to the harassment or violence shall be tailored to the particular incident and nature of the conduct.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights or another state or federal agency, initiating civil action, or seeking redress under state criminal statutes and/or federal law.

IX. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under ~~Minnesota Statutes Chapter. 260E, § 626.556~~ may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.
- B. This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- C. This policy shall appear in the student handbook.

- D. The school district will develop a method of discussing this policy with students and employees.
- E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, resourcefulness and/or sexual abuse prevention.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. ~~§ 626.556 et seq.~~ Ch. 260F (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973, ~~§ 504~~)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References: Burnsville-Eagan-Savage Policy 102 (Equal Educational Opportunity)
Burnsville-Eagan-Savage Policy 401 (Equal Employment Opportunity)
Burnsville-Eagan-Savage Policy 402 (Disability Nondiscrimination Policy)
Burnsville-Eagan-Savage Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Burnsville-Eagan-Savage Policy 406 (Public and Private Personnel Data)
Burnsville-Eagan-Savage Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
Burnsville-Eagan-Savage Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
Burnsville-Eagan-Savage Policy 506 (Student Discipline)
Burnsville-Eagan-Savage Policy 514 (Bullying Prohibition Policy)
Burnsville-Eagan-Savage Policy 515 (Protection and Privacy of Pupil Records)
Burnsville-Eagan-Savage Policy 521 (Student Disability Nondiscrimination)

Burnsville-Eagan-Savage Policy 522 ([Title IX Sex Nondiscrimination, Grievance Procedures and Process Student Sex Nondiscrimination](#))

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

Burnsville-Eagan-Savage Policy 525 (Violence Prevention)

Burnsville-Eagan-Savage Policy 526 (Hazing Prohibition)

Burnsville-Eagan-Savage Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

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