



Regular Meeting Agenda

Diamondhead Education Center
200 W. Burnsville Parkway
Burnsville, MN 55337
September 14, 2023
6:30 PM

Strategic Directions:

- Creating space and opportunity for each and every voice to be heard
- Actively leading by developing and sustaining a diverse and equitable education system
- Supporting and leveraging innovation to improve student outcomes and district culture
- Engaging our community to ensure common understanding of our Strategic Roadmap and the district work to support it

5:45 PM Listening Session with Director Abigail Alt and Director Anna Werb

I. Call to Order

- A. Welcome
- B. Pledge of Allegiance

II. Approval of Agenda

III. Information

- A. Introduce New Administrators 3
- B. Summer Program Report 4
 - Speaker(s):** Allison Jordan, ALC/CE Coordinator, Courtnee Jackson Floback, Youth Services/ALC and Credit Recovery Coordinator, and Jason Sellars, Director of Community Education
- C. Report about the First Days of School 23
 - Speaker(s):** Dr. Theresa Battle, Superintendent
- D. Report about the School Resource Officer (SRO) Memorandum of Understanding (MOU) 47
- E. Student Representative Report 60
- F. Superintendent Report 61
- G. Board Member Reports

IV. Business Meeting

District 191 welcomes members of the public to attend Board of Education meetings, work sessions and other public gatherings. However, public participation is allowed only during listening sessions, which are held before regular board meetings. Community members who wish to share their thoughts and opinions on meeting topics should contact the Superintendent's office at 952-707-2005 to schedule a meeting with the Superintendent or member of her leadership team. 62

A. Consent Agenda	2
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	63
2. Approve Personnel Recommendations	68
3. Adopt a Resolution to Accept Donations	69
4. Receive a Report about the Listening Session	71
5. Approve No Changes to Policies 415: Mandated Reporting of Maltreatment of Vulnerable Adults, 405: Veteran's Preference, 495: Staff Recognition, 499: Nepotism Prohibition, and 522: Title IX Sex Nondiscrimination Policy Grievance Procedure and Process	72
B. New Business	
1. Approve Facility Fees	102
Speaker(s): Jason Sellars, Director of Community Education	
2. Approve, on a First Reading Basis, Changes to Policy 102: <i>Equal Educational Opportunity</i>	106
Speaker(s): Isis Buchanan, Director of Educational Equity	
3. Approve, on a First Reading Basis, Changes to Policy 424: <i>License Status</i>	109
Speaker(s): Stacey Sovine, Executive Director of Administrative Services	
4. Approve, on a First Reading Basis, Changes to Policy 513: <i>Student Promotion, Retention and Program Design</i>	112
Speaker(s): Imina Oftedahl, Director of Curriculum, Instruction and Assessment	
5. Approve the 2023-24 Board Planning Document	117
Speaker(s): Scott Hume, Chair	
V. Adjourn to a Closed Session, as Permitted by Minn. Stat. 13D.05 Subd. 3(d) for Security	120
Speaker(s): Scott Hume, Chair	



**Agenda III.A.
September 14, 2023**

To: Board of Education
From: Dr. Theresa Battle, superintendent
Date: September 14, 2023
Re: Introduce New Administrators

Presenting our leaders who are new and/or returning to One91. In One91, we expect to hire and support the most inclusive, innovative, and strategic leaders who share our core values. The three leaders in front of you embody who we seek to be and we are grateful they chose One91.

- Carolyn Allston Trenteetun, Principal at Nicollet Middle School. Carolyn has joined us from Boston Public Schools where she was a Principal and English Language Arts teacher.
- Isis Buchanan, Director of Educational Equity. Director Buchanan is returning to us after being in Osseo Area Schools as an assistant director of Learning and Achievement. Previously, Isis was a Principal at Gideon Pond and an Associate Principal at Eagle Ridge Middle School. We welcome her back to District 191. In her new role, Ms. Buchanan will oversee and provide leadership in developing, implementing and coordinating the district's equity plan, including our work to be a culturally proficient school system. She will also be responsible for directing the district's multilingual and English learner programming.
- Jesús Sandoval, Principal at Burnsville High School. Principal Sandoval comes to us from St. Cloud Technical High School where he served as an Assistant Principal. Prior to that, he was a Math Teacher in St Cloud and Houston, Texas.



**Agenda III.B.
September 14, 2023**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Allison Jordan, ALC/CE Coordinator, Courtnee Jackson Floback, Youth Services/ALC and Credit Recovery Coordinator, and Jason Sellars, Director of Community Education

Date: September 14, 2023

Re: Summer Program Report

Update: ⁵ Summer Programming

Allison Jordan, ALC/CE
Coordinator

Courtnee Jackson Floback, Youth
Services/ALC and Credit Recovery
Coordinator

Jason Sellars, Director of
Community Education

September 14, 2023

one91
Burnsville · Eagan · Savage

Summer Programming Overview

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- » Summer Programming Core Values aligned to Goals
- » Programming Locations and Enrollment
- » Integrated Programming
- » Learner Outcomes
- » Partnerships
- » Student, Parent, and Staff Feedback
- » Acknowledgments



Goals of Summer Programming - ISD One91 Core Values

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Caring Community

- Expanding free and fee for service programming to students and families
- Standard Response Protocol exercises

Cultural Proficiency

- Providing equitable opportunities for all students during summer programming

Future Readiness

- Provide students hands-on, standards-aligned project-based learning that focuses on exploring the natural world through integration of Math, Science, Language Arts
- Providing programs which include academics, enrichment and credit recovery
- Provide additional supports for Multilingual Learners and Special Education students

Inclusive Partnership

- Partnering with external agencies to provide learning opportunities for students and families

Student Agency

- Providing students with voice and choice in learning including hands on experiences to explore learning styles

Summer Programming Locations and Students Served

Area Learning Center Programming (ALC)

Hidden Valley Elementary (454)

Eagle Ridge Middle School (417)

Burnsville High School (487)

PreKindergarten, Kindergarten, 1st Grade, 2nd Grade, Special Ed.

3rd grade, 4th Grade, 5th Grade, 6th Grade, 7th Grade

8th grade STEM Academy, 9-12 Credit Recovery, Special Education

Kindergarten Jump Start

Hidden Valley Elementary (78)

Gideon Pond Elementary (45)

Pre-Kindergarten Readiness

Pre-Kindergarten Readiness

School Age Care Programming

Edward Neill and Gideon Pond (320)

Sky Oaks (491)

Diamondhead Education Center (48)

Project Kids (Kindergarten-5th grade)

The Edge (6th-9th grade)

Early Childhood Education



Summer Programming Locations and Students Served

Adult Education Programming

Summer Academy for Adults and
Gertens Garden Center (170)

English Language classes and GED tutoring
Workplace Literacy, English Language Classes

Youth Programming

PreK-5th Grade (802)
Production
6-12 Programming (166)
Blaze Sports (536)
Aquatics (189)

Coding, Art, STEM, Ethnobotany, Fencing, Video
Driver's Education, Swing Dance, Summer Band
K-12 Sports

Summer Bridge Academy

Burnsville High School (44)

Math programming in partnership with Lakeville



Community Education Summer Programming - Total Impact

10

*** Approximately 4,247 total students in Summer Programming



Newly Integrated Programming

11



- Field Trips on Friday for 6-7 Summer Programming
- Addition of Grades 1 and 5 to the Extended Two Week Summer Program
- PreK-7 programming on one shared campus

Summer Programming Learner Outcomes

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- Continual Learning Plans (CLPs) for all Area Learning Center students as a requirement of MDE
- CLPs measure growth in Literacy, Math, and Social Emotional areas
- CLPs shared with families at the completion of summer programming

Growth In Math

Kindergarten:

pre-assessment average score: 75.81%

post-assessment average score: 81.07%

5.26 percentage point increase

First Grade:

pre-assessment average score: 77.11%

post-assessment average score: 89.92%

12.81 percentage point increase

Second Grade:

pre-assessment average score: 56.31%

post-assessment average score: 70.06%

13.75 percentage point increase

Third Grade:

pre-assessment average score: 45.70%

post-assessment average score: 63.72%

18.02 percentage point increase

Fourth Grade:

pre-assessment average score: 56.96%

post-assessment average score: 79.83%

22.87 percentage point increase

Fifth Grade:

pre-assessment average score: 48.55%

post-assessment average score: 61.14%

12.59 percentage point increase

Sixth Grade:

pre-assessment average score: 18.37%

post-assessment average score: 47.80%

29.43 percentage point increase

Seventh Grade:

pre-assessment average score: 16.94%

post-assessment average score: 56.25%

39.31 percentage point increase

Growth In Literacy

Kindergarten:

pre-assessment average score: 45.35%

post-assessment average score: 65.85%

20.50 percentage point increase

First Grade:

pre-assessment average score: 55.99%

post-assessment average score: 69.15%

13.16 percentage point increase

Second Grade:

pre-assessment average score: 70.40%

post-assessment average score: 83.66%

8.26 percentage point increase

Third Grade:

pre-assessment average score: 65.17%

post-assessment average score: 73.64%

8.48 percentage point increase

Fourth Grade:

pre-assessment average score: 38.2%

post-assessment average score: 65.30%

27.08 percentage point increase

Fifth Grade:

pre-assessment average score: 64.16%

post-assessment average score: 74.32%

10.16 percentage point increase

Sixth Grade:

pre-assessment average score: 45.57%

post-assessment average score: 60.67%

15.09 percentage point increase

Seventh Grade:

pre-assessment average score: 53.66%

post-assessment average score: 64.88%

11.22 percentage point increase

Learner Outcomes

9-12 Credit Recovery and 8th Grade Summer STEM Success Academy

Summer Program	Credits Earned
8th Grade STEM	76 credits by 54 students
9th-12th Grade Credit Recovery	677 credits by 284 students
Academic Year Day Program	Credits Earned
592 Students Registered	607 credits by 283 students



Learner Outcomes

Graduation Successes



Academic Year Day Program	Summer Program
103 of 106 Graduated Seniors	38 Graduated Seniors

Community Partnerships

- University of Minnesota
- 4-H Extension Learning Programs
- YMCA
- Glendale Church
- Campfire MN
- Savage Parks and Rec
- The Garage
- Burnsville Fire Department
- Burnsville Police Department
- Savage Fire Department
- Savage Police Department
- Scott County Public Library
- Feed My Starving Children
- RAD Zoo
- IGM Gymnastics
- Three Rivers Park District



- Open Door
- Scott Co. Public Library
- Burnsville Athletic Club
- Pantry 191
- Blaze Camps
- Conquer Gym
- The Green Crew
- 191 Aquatics
- Tech Academy
- I Got Skillz
- Mayer Arts
- Training Haus
- Safeway
- Education-Theater-Community
- Dazzling Dave
- KidCreate Studios
- The Works
- Read-A-Story Theater

Feedback From Families

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"Overall kids loved summer, they enjoyed their teachers, and got to participate in many neat experiences (drama, gardening, yo-yo man were some faves). Thank you for the extensive planning that goes into making this program available to 191 families."

"5 day program was great."

"Thank you all for the field trips and fun experiences!"

"Very grateful and happy it is my first experience and it was great. Thank you."

"Staff were so friendly and helpful at drop off in the morning."

Staff Feedback

"My students really seemed to enjoy the program overall. They also really liked the hands-on science units. Also, I think they really enjoyed getting to go to the library and check out books! They always showed up each day ready to learn, willing to participate, and enjoyed getting time to see their friends as recess as well."

"I had high attendance every day. Students said things like "we have the best classroom" or "we are so lucky."

"I believe that the STEM activities that we incorporated along with the extra field trips and on site experiences created a fun atmosphere for summer school."

"I saw students learning with hands on activities, doing outside activities and engaging socially with their peers and adults"



Student Supports and Personalized Learning

20

- Multilingual Staff
- Special Education Staff
- Intervention Staff
- AmeriCorps Workers



Planning for Summer 2024

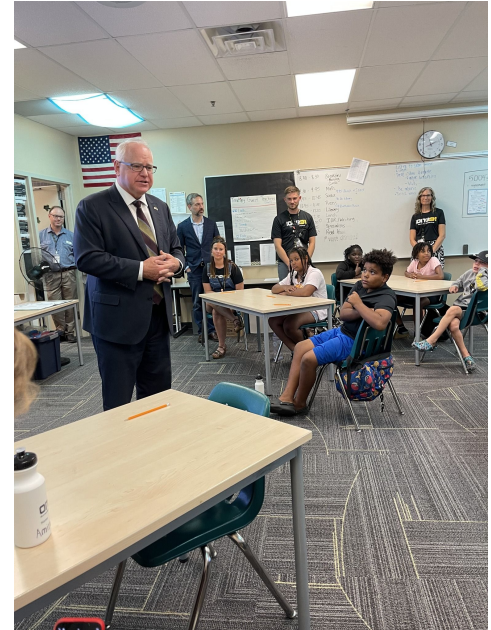
- Review parent and summer staff survey data
- Review student achievement data
- Review curriculum at each grade level
- Engage current and potential new partnerships
- Ensure accurate reporting to MDE
- Expand programming and partnerships
- Develop Non-Licensed Training
- Review Math Curriculum alignment with SISA
- Materials and resources for Newcomers and Multilingual learners
- Planning for new sites for Summer 2024



Thank You

- Students and Families
- Summer staff at all levels and in all programs
- Department Directors and Coordinators
- Dr. Battle and Leadership Team
- Core ALC team

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**Agenda III.C.
September 14, 2023**

To: Board of Education
From: Dr. Theresa Battle, superintendent
Date: September 14, 2023
Re: Report about the First Days of School

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













District **One91**
23
Future Ready. Community Strong.
Thanks to our community
for supporting
Vision One91
& our students









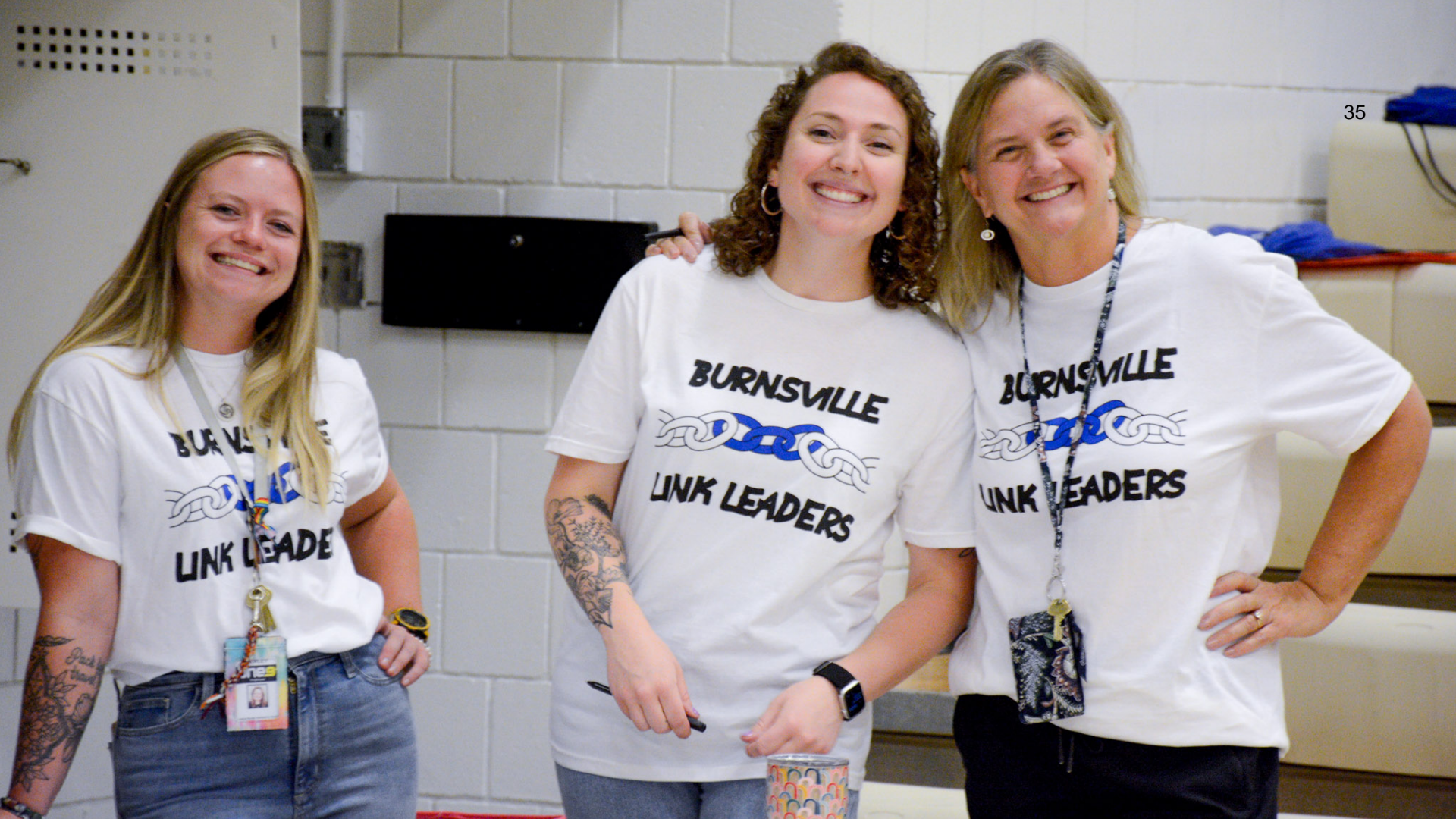


SCHOOLS

485278

STATE BOARD

34

















red orange yellow green blue purple pink brown

white

gray

black

WASH YOUR HANDS

USE HAND Sanitizer

ONE TWO THREE FOUR FIVE SIX

left

Being a Reader
Aa Bb Cc Dd Ee Ff Gg Hh
Ii Jj Kk Ll Mm Nn Oo Pp
Qq Rr Ss Tt Uu Vv Ww Xx
Yy Zz
ch sh th wh











**Agenda III.D.
September 14, 2023**

To: Board of Education

From: Dr. Theresa Battle, superintendent

Date: September 14, 2023

Re: Report about the School Resource Officer (SRO) Memorandum of Understanding (MOU)

Receive a report from Dr. Theresa Battle, superintendent about the School Resource Officer (SRO) Memorandum of Understanding (MOU).

Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is being executed on July 1, 2021 by the below listed entities:

Burnsville-Eagan-Savage School District
(ISD 191) and
City of Burnsville

This document will serve as the written agreement between ISD 191 and the City of Burnsville. This agreement establishes the needed commitment and support from both institutions. This document also provides a series of guidelines and policies relevant to the performance of the School Resource Officer (SRO), and will be the guiding document officers, school administrations, city administration, and students and their caregivers look to for structure and accountability. This document shall be reviewed, updated, and endorsed on a regular basis. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating entities listed above and all community stakeholders.

I. Purpose

This MOU establishes and delineates the mission of the School Resource Officer Program at Burnsville High School, herein referred to as the SRO Program, as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build positive relationships between police officers, school staff, and the students. The MOU will also promote a safe and positive learning environment and seek to decrease the number of youths formally referred to the juvenile justice system.

II. Mission

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers and staff. SROs will establish a trusting channel of communication with students, parents, teachers, staff and administrators and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. SROs will serve as positive role models to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

III. Goals of the SRO Program

A. SRO program goals include:

1. To ensure a safe learning environment for all children and adults who enter the building.
2. To prevent and reduce potential harm related to incidents of school violence.
3. To foster a positive school climate based on respect for all children and adults in the school.

B. This SRO program is unique to the community, and is designed to fulfill three overall roles:

1. Fostering Positive School Climate /Crime Prevention
2. Education
3. Law Enforcement

C. Fostering Positive School Climate /Crime Prevention

One of the primary roles SROs fulfill is fostering a positive school climate through relationship-building and crime prevention. Officers will engage in various activities, in consultation with school administration, teachers, and students. SROs will strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know the students. SROs will serve as a role model and will work with teachers and administrators to identify students who may be facing challenges that need additional resources or attention to be successful in school. Crime prevention activities include supervising students, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling the parking lots. Officers may also complete security surveys analyzing the physical safety of school property and facilities.

D. Education

SROs will participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, SROs are embedded in the education fabric within the school. SROs are expected to be proactive in creating and taking advantage of educational situations, and school administrators will strive to leverage this resource.

E. Law Enforcement Role

SROs are responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. When circumstances permit, a determination whether an activity rises to the level of a law enforcement matter or activity shall be made in consultation with a school administrator. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to school administration rather than to the SRO.

While law enforcement is the primary role of SROs, the SRO retains the same level of discretion of any police officer in any setting. Alternatives to arrest or referral to the criminal justice system should be used whenever possible.

IV. Organizational Structure

A. Composition

The SRO Program will consist of two full-time Police Department Personnel during the standard school year that are certified Peace Officers for the State of Minnesota and meet all requirements as set forth by ISD 191 and the Burnsville Police Department Policy Manual. The City shall not enter into any subcontract for performance of any services contemplated under this MOU without the approval of ISD 191 and subject to such conditions and provisions as they may deem necessary.

B. Officer Recruitment & Selection

School officials and the police department shall agree on guidelines for the selection of officers to serve as SROs. The selection process and appointment of the SRO is ultimately completed by the law enforcement agency with input from the School District (per police department policy this is currently a three- to five-year assignment).

SROs should meet three general criteria:

1. College or degree coursework - SROs are in an educational atmosphere and may be instructing in middle and high school classes. To increase credibility in this area, additional credits or teaching/training experience would be beneficial.
2. Experience as a police officer and commitment to student well-being - SROs must be full-time, non-probationary officers. Experience working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate are essential.
3. Successful performance - All candidates should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action.

C. Training Requirements

Prior to or upon assignment as an SRO, officers shall complete basic SRO training (such as offered through the Minnesota School Safety Center) that covers responsibilities and/or limitations of SROs, juvenile law and legal issues, effective collaboration with school administrators, threat assessments and response procedures, street to school mindset training, strategies for working with special needs populations, use of force considerations in school environments, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SROs into a positive school environment. In addition, it is recommended that SROs receive additional training each year on topics such as trending school-based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and education law and policy, Positive Behavioral Intervention Strategies (PBIS), Culturally Proficient School Systems (CPSS) and general cultural competence.

V. Chain of Command for SRO's

The SRO will be ultimately accountable to the Burnsville Police Department chain of command. However, while at the school, the SRO will be additionally accountable to the principal or their designee. The SRO is expected to cooperate with the school officials, including administrators and faculty. The SRO will abide by school policy and respond to the requests of school officials. Complaints against the SRO shall follow the normal complaint process of the Burnsville Police Department and include notice to the appropriate school administrators.

The SRO's activity in the school is guided by the following procedures. Supervision and evaluation shall be provided by the Burnsville Police Department with input from representatives of ISD 191 to effectively support SROs efforts and monitor their progress.

A. Duties

The primary functions of the SRO are to help provide a safe and secure learning environment, foster a positive school climate, reduce/prevent crime, serve as an educational resource, and serve as a liaison between the school and the police department. Specific daily assignments to accomplish this function will vary. The SRO and school administration will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. As required by law, SROs should never be assigned to duties within schools in place of or in lieu of a certified teacher.

Basic responsibilities of the SRO will include but will not be limited to:

1. Enforcing criminal law and protect the students, staff, and public at large against criminal activity.

2. Fostering mutually respectful relationships with students and staff to support a positive school climate.
3. Providing information concerning questions about law enforcement topics to students and staff.
4. Providing classroom instruction on a variety of topics including, but not limited to, safety, public relations, occupational training, leadership, and life skills.
5. Coordinating investigative procedures between police and school administrators.
6. Handling initial police reports of crimes committed on campus.
7. Taking enforcement action on criminal matters when appropriate and after consultation with school administrators (unless exigent circumstances exist)
8. Attending school special events as needed.
9. Preparing lesson plans as necessary for the instruction provided.
10. Collecting data on SRO activities (arrests, citations, meetings, etc.)

SROs shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws. SROs shall encourage attendance for school administrators at NASRO Basic SRO Training, and shall provide training to teachers, administrators, and staff about when to directly involve SROs with student misconduct and about available alternatives to arrest.

B. Uniform

Normally, the SRO is in police patrol uniform.

C. Daily Schedule

To be determined by the Burnsville Police Department and the school administrators consistent with the MOU.

D. Absence/Substitution

The SRO should notify school administration if they are unable to report to the school on a given day and the reason for their absence. Whenever possible only one officer will be away from the school when school is in session.

E. Special Events

This MOU defines special events as the following:

- Home football games
- Home hockey games as needed
- Dances or other large school sponsored events
- Other events as determined by school administration, SROs, and BPD

Overtime costs to provide police services at these events will be split evenly between the parties. Coverage for these events will always require a minimum of two officers. Additional officers may be assigned if school administration and BPD believe

additional coverage is needed. Under normal circumstances, one of the officers assigned will be a current SRO. The City will be reimbursed by ISD 191 at the current contracted overtime rate as published in the annual Fees and Charges Schedule. The contracted overtime rate will not exceed \$110/hr during the term of this agreement.

F. Summer Activity

SROs should accomplish as much of the required training as possible during the summer months when school is not in session. SROs may still be involved in some summer projects with the School District, however, they will spend the majority of this time on Burnsville Police Department assignments.

G. Role in Responding to Criminal Activity

One of the roles of SROs, as law enforcement officers, is to engage in traditional criminal investigation and report taking. As a police officer, SROs have the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. SROs, however, perform their duties mindful of the parties' common goal of supporting student success. The following procedures will help SROs be as effective as possible in this role:

1. For any offense on school property, the SRO, working cooperatively with the school administration, will endeavor to avoid arrest and criminal involvement for misdemeanor activity. Certain offenses (gross misdemeanors and felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with school officials, but should be evaluated on a case-by-case basis.
2. The SRO and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, to serve as an alternative to arrest. The SRO will work closely with the Dakota County Attorney's Office in filing criminal charges and will give input and consideration for Diversion practices and other alternatives to charges and/or confinement.

H. Role in School Policy Violations

SROs are not school disciplinarians and violations of the student code of conduct or school rules that are not criminal matters should always be handled by school faculty and staff, not SROs. Generally, SROs should not directly intervene unless the situation directly affects an imminent threat to the health, safety, and security of the student or another person in the school and will employ de-escalation techniques as appropriate. School discipline is the responsibility of the appropriate school administrator and clear guidelines on SRO involvement should be developed and distributed to school staff. The SRO will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

I. Data Collection

SROs should submit a monthly outreach report to school administration and the appropriate Police Division Commander. The report should include descriptions of all outreach/educational activities engaged in by the SRO. *See J. 1. below.*

J. Sharing of Information

Communication and information sharing are essential to the success of the SRO program. The following procedures should be followed to facilitate a free flow of information between school officials and the SRO:

1. Sharing of information will be governed by the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13, as amended), and relevant Burnsville Police Department and ISD 191 policies.
2. The sharing of arrest related information by the SRO with school administration upon request or at the direction of the SRO may involve the dissemination of arrest reports and calls for service filed with the Burnsville Police Department or from other Police agencies coming into contact with students from ISD 191.
3. Juvenile fingerprints and photos as part of the arrest record will not be shared by the SRO.
4. If the SRO is aware of information concerning a student that is officially obtained by the Burnsville Police Department which reflects that the student is in violation of school policies (Student Handbook or Athletic Code), the SRO may forward that information to school administration.
5. If a juvenile is an uncharged suspect in a crime, their information will not be released unless authorized by a Division Commander at the Burnsville Police Department.
6. Information that the SRO obtains from school personnel which deals with criminal or possible criminal intelligence will be maintained by the SRO as a criminal justice file. This file may be shared with other Division personnel and Criminal Justice Agencies, but will not be part of the student's school record.
7. Hearsay information or rumors alone will not be the basis for any formal action by the Burnsville Police Department. It can be used in an intelligence capacity or to validate the need for further investigation.
8. Any information that is obtained by the SRO that pertains to criminal activity occurring outside Burnsville City limits shall be relayed to the law enforcement agency having jurisdiction.
9. When any crime occurs that prompts a Public Information Officer response from the

schools or the City, or if a school building is evacuated, the SRO shall contact their police supervisor as soon as possible.

10. The Superintendent or designee may grant the SRO or other law enforcement officials access to private or confidential information in emergency situations, if it is determined that disclosure of the information is necessary to protect the health or safety of students or other individuals.
11. Burnsville High School is equipped with a video security system. The video system is critically important to ensure the safety of the students and all others at the school. The content of school security video may be classified as private data under the Minnesota Government Data Practices and/or Family Educational Rights and Privacy Act. Therefore, except in emergency situations, as described in No. 10 above, the SRO will not have access to pre-recorded security system video. If the SRO or another law enforcement officer notifies the School District that they intend to seek a court order or subpoena for video potentially relevant to a criminal investigation, the District will, to the extent possible, preserve the video. The SRO may have access to live stream video for the safety of students and staff. Personally identifiable information on students obtained from viewing the live cameras are to be used for the purposes of promoting school safety and the physical security of students and other individuals in the school. Nothing in this paragraph shall exempt the SRO from any applicable provisions or prohibitions within FERPA pertaining to the disclosure of educational records or personally identifiable information by an SRO which the SRO may obtain by viewing the live stream video. The SRO may not disclose information regarding what they viewed on live stream video to their department or other law enforcement agencies, unless redisclosure fits into one of the exceptions to the consent requirements under FERPA such as an emergency situation as described in No. 10 above, or a determination is made by mutual agreement with a District administrator to pursue criminal charges.

K. Role in Locker, Vehicle, Personal, and Other Searches

1. SROs may be asked to assist in District searches of a student's person, possessions, locker, or vehicle when the District has a reasonable suspicion that the student has violated District policies, rules or regulations, and the search is related to possible student discipline. If the SRO intends to conduct a search as part of a criminal investigation, the officer must seek permission from the Superintendent or designee, unless an actual emergency exists and the search is reasonably necessary to protect students or other individuals in the school from the threat of immediate harm to their health or safety.
2. SROs will not ask a school employee to conduct a search for law enforcement purposes.
3. Strip searches of students by SROs are prohibited.
4. Unless there is a serious and immediate threat to a student, a teacher, or public safety, SROs shall not initiate or participate in other physically invasive searches of a student.

L. Limits on Interviews and Arrests

1. **Interviews** – SROs may participate in the questioning of a student about conduct that could result in criminal charges only after informing the student of his or her Miranda rights in age-appropriate language and informing the student's parent(s) or guardian(s). Parents/guardians should be allowed sufficient time to arrive at school to be present for an interrogation.
2. **Arrests** - Incidents involving public order offenses, including disorderly conduct, profanity, and fighting that do not involve physical injury or a weapon, should be considered school discipline issues to be handled by school officials, rather than criminal law issues warranting formal law enforcement intervention.
 - i. School administration shall be consulted prior to an arrest of a student when practical.
 - ii. The student's parent(s) or guardian(s) shall be notified of his or her arrest immediately or as soon as practical and in a timely manner.
 - iii. Unless reasonably necessary to protect students, District employees, or other individuals from the threat of immediate physical harm, SROs shall not use physical force or restraints on students.

M. Role in Critical Incidents

The SRO will be familiar with the emergency operations manual of ISD 191. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.

N. Role in Truancy Issues

Truancy will be handled by school personnel. The SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and police personnel should police involvement become necessary due to safety concerns.

VI. **School District Responsibilities**

ISD 191 shall provide the SRO with the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- A. Access to a properly lighted private office, which shall contain a telephone, a secure computer and printer, which may be used for general business purposes.
- B. A location for files and records which can be properly locked and secured.
- C. A desk with drawers, chair, work table, filing cabinet, and office supplies.
- D. The opportunity for SROs to address teachers, school administrators and student families about the SRO program, goals, and objectives.
- E. The opportunity to provide input regarding criminal justice problems relating to

students.

- F. The opportunity to address teachers, staff and school administrators about criminal justice problems relating to students during in-service workdays.
- G. The District Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.
- H. School staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families.

VII. Crisis Planning

ISD 191 and the City of Burnsville will collaborate on Crisis Planning and training. Each entity will be involved in updates and creation of new Crisis Plans. Consistency throughout the District should be adhered to when possible.

VIII. Reviewing the MOU and SRO Program

The Parties acknowledge that resources and needs may change during the term of this MOU. Either party may propose amendments at any time by submitting a written request for modification to the other party. Any request shall be promptly reviewed and responded to in writing by the receiving party.

In addition, the assigned parties shall review the MOU/SRO Program on a regular basis and make adjustments as needed. Any revisions or amendments shall be reduced to writing and signed by all parties and will be reflected in an updated MOU.

Any material alterations, variations, modifications, or waivers of provisions of this MOU shall be valid only if and when they have been reduced to writing as an amendment, or upon the execution of a new MOU intended to replace this MOU.

IX. Notices

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to City: City of Burnsville
Chief Tanya Schwartz
100 Civic Center Parkway
Burnsville, MN 55337

With copy to:
Campbell Knutson, P.A.
860 Corporate Center Curve, Suite 290
Eagan, Minnesota 55121

If to ISD 191: Independent School District 191

200 West Burnsville Parkway
Burnsville, Minnesota 55337

X. Term

The term of this agreement shall be for four years commencing on July 1, 2021 and terminating on June 30, 2025. Either party may terminate this agreement with written notice provided by April 1 of the prior year for which termination is intended. Either party may terminate the agreement for cause and must provide at least 30 days written notice including reasons for termination of agreement.

XI. Cost

During the first year of this agreement (2021-22 school year) ISD 191 agrees to pay the City of Burnsville \$95,430 towards the 2 SRO positions. The District agrees to pay a cost of living adjustment of 3% each year for the next three school years as indicated below:

- 2022-2023 - - \$98,293
- 2023-2024 - - \$101,242
- 2024-2025 - - \$104,279

Payments to the City for services provided shall be made on an annual basis upon invoice submitted each year by the City. Payment shall be made within thirty (30) days of receipt of the invoice.

XII. Indemnification

The City shall indemnify and hold the School District, its employees, Board members, agents and representatives harmless from any and all liability and claims for damages or injury, including attorney fees, caused by or resulting from the sole negligent or intentional acts, errors or omissions of the City, the SROs, or other City employees or agents, arising out of the services pursuant to this Agreement. The School District shall indemnify and hold the City, its employees, elected officials, or agents harmless from any and all liability and claims for damages or injury, including attorney fees, caused by or resulting from the sole negligent or intentional acts, errors or omissions of the School District, its employees or agents, arising out of the services pursuant to this Agreement. This provision does not modify the provisions of the Municipal Tort Claims Act, Chapter 466.

XIII. Insurance.

The city shall at all times during the term of this Agreement keep in force adequate insurance for:

- A. General Liability.
- B. Professional Liability.
- C. Automobile Liability.
- D. Workers' Compensation Insurance as required by Minnesota Statute.

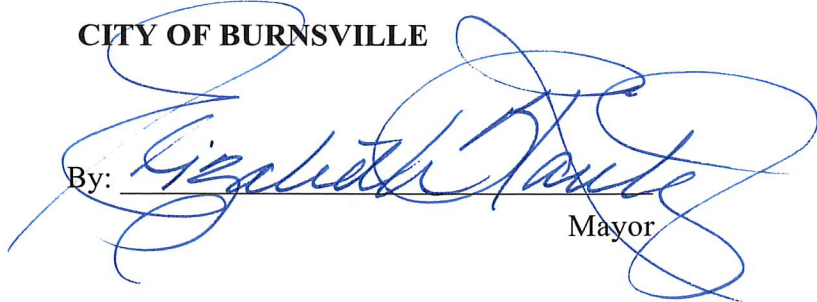
XIV. Problem Resolution


The Parties will endeavor to resolve any unforeseen difficulties or questions by negotiation between the Superintendent of ISD 191 and the City Administrator of the City of Burnsville or their designees. However, this provision does not limit the Parties' right to terminate this Agreement pursuant to Article X.

SIGNATURE OF PARTIES & SIGNATURE DATE

Dated: May 12, 2021

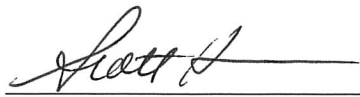
CITY OF BURNSVILLE

By: 
Mayor

By: 
City Manager

Dated: April 22, 2021

INDEPENDENT SCHOOL DISTRICT 191

By: 
School Board Clerk

By: Theresa Battie
Superintendent



**Agenda III.E.
September 14, 2023**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Cody Hoang, student board representative

Date: September 14, 2023

Re: Student Board Representative Monthly Report

Receive a report from Cody Hoang, student board representative.



**Agenda III.F.
September 14, 2023**

To: Board of Education
From: Dr. Theresa Battle, superintendent
Date: September 14, 2023
Re: Superintendent Report

Receive a report from Dr. Theresa Battle, superintendent.



**Agenda III.G.
September 14, 2023**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Scott Hume, board chair

Date: September 14, 2023

Re: Board Member Reports

Receive reports from board members.

School Board Minutes
 INDEPENDENT SCHOOL DISTRICT 191
 August 24, 2023

The regular meeting of the ISD 191 Board of Education was called to order by Chair Hume 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, Miller, Werb, and Chair Hume were present. Director Mursal was absent. Dr. Theresa Battle, superintendent, administrators, staff and members of the public were also present.

Attendance

Chair Hume welcomed the audience and asked Director Conner, to lead the Pledge of Allegiance.

Pledge of Allegiance

Moved by Conner, seconded by Miller, to approve the agenda. The motion carried unanimously (6, 0).

Agenda

Received a Report about Summer Projects from Dave Lake, director of operations and transportation.

Reports

Received a report from Director Alt on behalf of the Policy Review Committee and Burnsville Festival and Fire Muster, and Director Chester on behalf of the Legislative Committee, and ISD 917.

Moved by Chester, seconded by Werb, to approve the consent agenda:

-Approve the minutes of the June 15, 2023 retreat; August 10, 2023, regular board meeting, and August 17, 2023 retreat.

Consent Agenda

-Approve personnel recommendations for Amanda Boogerd, Amanda Ewers, Amy Solinger, Bernadette Bien, Connie Bjoin, Emily Najjar-Field, Hailey Kauls, Harrison Easton, Lisa Reuter, Olive Winter, Casey Hildreth, Jocelyn Lian, Katie Ness, Niaka Dunbar, Cynthia Crawford, Alison Drutowski, AnaLiisa Olson, Beth ProctorBriseida Gonzalez, Brooke Reinhardt, Burke Henderson, Duane Barton, Ersila Carreon Flores, Ibrahim Abdullahi, Lindsay Secor, Manal Ismail, Marianna Blair, Priscila Wild, Robert Thompson, Ronna Johnson, Ryan King, Shau Sheng, Shelley Hermes, Yanira Delgado, Brian Phillips, Gina Schroeder, Jennifer Williamson, Lisa Wegner, Nancy Kantor, Zarghona Wahidi, Awo Jarik, Ayan Abdu, Briseida Gonzalez, ClaEmma Kaplan, udia Gamble, Dasia Kendall, Dominic Parker-Sims, Elsa Robles, Erika

Minutes

Personnel

Sasseville, Khadra Noor, Patricia Brown, and Priscila Wild.
 -Adopt a resolution to approve and accept donations as presented.
 -Approve May payroll checks in the net amount of \$4,053,583.36.
 May claims to date, wire transfers and adjustments totaling \$10,421,439.15. Also, that the Board accepts May receipts of \$23,524,300.89 and investments for the General Fund, 2015A School Building Bonds, and OPEB of \$77,566,995.73 as of May 31, 2023.
 -Accept the Budget Analysis for the month ending May 31, 2023.
 -Receive a report about the Listening Session on August 10, 2023.
 -Approve, on a second reading basis, non-substantive changes to Policies 509.5: *Intra-District Transfer (Variance Enrollment)*, 705.1: *Post Issuance Debt Compliance Policy*, 807: *Health and Safety Policy*, 903: *Visitors to School District Buildings and Sites*, 904: *Distribution of Materials on School District Property by Nonschool Persons*, and 510: *School Activities*.
 -Approve, on a second reading basis, changes to Policies 902: *Use of School District Facilities and Equipment*, 214: *Out-of-State Travel by School Board Members*, 421: *Gifts to Employees and School Board Members*, 511: *Student Fundraising*, 722: *Public Data Requests*, and 905: *Advertising*.
 The motion carried unanimously (6 0).

Donations
 Checks,
 Receipts, Claims
 and Investments

Budget Analysis
 Listening
 Session
 Policies

Moved by Alt, seconded by Miller, to approve the 2023-2024 BHS Student Athletics & Activities Handbook. The motion carried unanimously (6, 0).

Athletics &
 Activities
 Handbook

Moved by Werb, seconded by Conner, to approve the 2023-2024 Student Handbook. The motion carried unanimously (6, 0).

2023-24 Student
 Handbook

Moved by Chester, seconded by Alt, to approve the change to the academic calendar for 2023-24. The motion carried unanimously after discussion (6, 0).

Academic
 Calendar

Moved by Miller, seconded by Conner, to approve the District Assessment Program. The motion carried unanimously (6, 0).

District
 Assessment

Moved by Alt, seconded by Werb, that the Board of Education approves for the 2024-2025 school year, the proposed programming priorities and staffing retention protections and their qualifying criteria in the following areas:

2024-25 Board
 Priorities

PROGRAMMING PRIORITIES	QUALIFYING CRITERIA
------------------------	---------------------

AND STAFFING RETENTION PROTECTIONS	
Retain the staff, at their 2023-2024 total FTE, who teach Chef 2, Chef 3, and Hospitality Internship (Culinary Pathway) courses that are approved by the site administrator for the 2024-2025 school year schedule.	Current MN teaching license, vocational license, SafeSchools certified, ProStart trained, credentialed by partnering post-secondary institution for the 2024-2025 school year schedule.
Retain the staff, at their 2023-2024 total FTE, who teach Project Lead the Way (PLTW + Engineering Pathway) courses that are approved by the site administrator for the 2024-2025 school year schedule.	Current MN teaching license in the areas under STEM and specialized PLTW certification for the 2024-2025 school year schedule.
Retain the staff, at their 2023-2024 total FTE, who teach Concurrent Enrollment courses that are approved by the site administrator for the 2024-2025 school year schedule.	Current MN teaching license, additional post-graduate education, and credentialed by partnering post-secondary institution for the 2024-2025 school year schedule.
Retain the staff, at their 2023-2024 total FTE, who teach Healthcare Core, Nursing Assistant, and EMT (Healthcare Pathway) courses that are approved by the site administrator for the 2024-2025 school year schedule.	Current MN teaching license, meet all requirements of MDE and MDH, and credentialed by partnering post-secondary institution for the 2024-2025 school year schedule.
Retain the staff, at their 2023-2024 total FTE, who teach CTE Eligible courses that are approved by the site administrator for the 2024-2025 school year schedule.	Current MN teaching license and CTE license for the 2024-2025 school year schedule.
Retain the staff, at their 2023-2024 total FTE, who teach Education Pathway courses that are approved by the site administrator for the 2024-2025 school year schedule.	Current MN teaching license, post-graduate coursework, training in the Pathways2Teaching program with Dr. Bianco through University of Colorado - Denver, credentialed by partnering post-

	secondary institution for the 2024-2025 school year schedule.
Retain the staff, at their 2023-2024 total FTE, who teach AP Computer Science, Mobile CS Principles, AP Mobile CS Principles, Computer Applications (IT Pathway) courses that are approved by the site administrator for the 2024-2025 school year schedule.	Current MN teaching license and documented training in the specific area of computer science and programming, credentialed by partnering post-secondary institution for the 2024-2025 school year schedule.
Retain the staff, at their 2023-2024 total FTE, who teach Welding/Autobody, Intro to Consumer Auto, Advanced Auto/Vehicle Services (Automotive Pathway) courses that are approved by the site administrator for the 2024-2025 school year schedule.	Current MN teaching license and specific training, Automotive Service Excellence (ASE) certified, credentialed by partnering post-secondary institution for the 2024-2025 school year schedule.
Retain the staff, at their 2023-2024 total FTE, who teach Construction Trades I and II (Construction Pathway) courses that are approved by the site administrator for the 2024-2025 school year schedule.	Current MN teaching license and credentialed by partnering post-secondary institution for the 2024-2025 school year schedule.
Retain the staff, at their 2023-2024 total FTE, who are TOSA's identified as Deans that are approved by the site administrator for the 2024-2025 school year staffing.	Current MN K-12 Principal or Secondary Principal license and 3 years of building level Dean experience during the 2024-2025 school year schedule.

be it further resolved that: staffing retention protection aligns with the District 191 strategic plan and are for traits such as unique specialized training, external certifications or licenses, language proficiency, and recruitment and retention of teachers and administrators with diverse racial and ethnic backgrounds. the staffing retention protections do not limit the board's ability to determine the programs, functions, overall budget, utilization of technology, organizational structure, selection of personnel, ability to

discipline, and the direction and number of personnel.
The motion carried unanimously (6, 0).

Moved by Chester, seconded by Alt, that the Board of Education approves rates of pay for the 2023-2024 school year.
The motion carried unanimously (6, 0).

Moved by Chester, seconded by Conner, to adjourn at 7:16 p.m. to a board workshop to review the Superintendent Evaluation Tool, and to review the Board Planning Document. The motion carried unanimously (6, 0).

The workshop began at 7:26 p.m. and ended at 8:23 p.m.

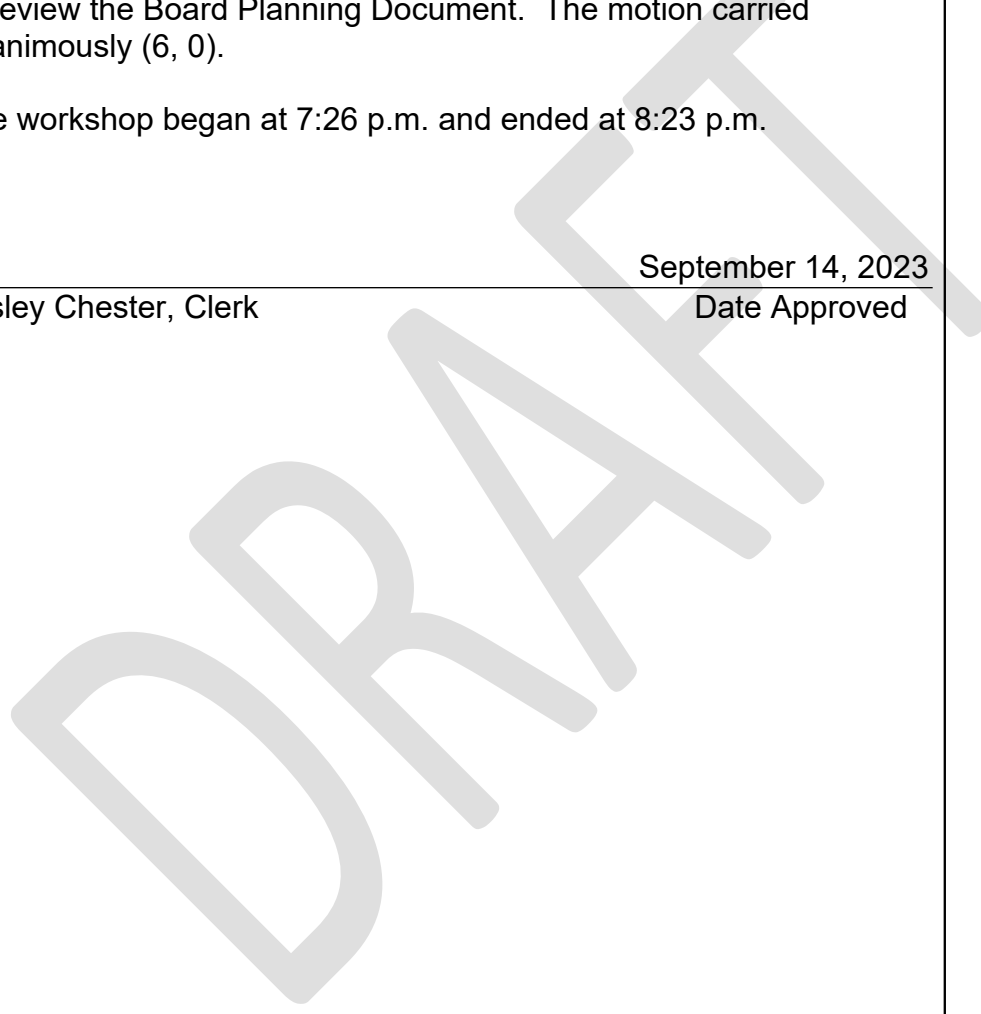
Casual Wage Scale

Adjourn to a Workshop

September 14, 2023

Lesley Chester, Clerk

Date Approved



**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 Administrative Services

DATE: September 14, 2023

CLASSIFICATION	ACTION	NAME	FINAL	LOCATION	POSITION	EFFECTIVE DATE	HOURS / FTE
Certified	Appointment	Carolyn Allston Trenteentun		Nicollet Middle School	Principal	08/09/2023	1.0 FTE
Certified	Appointment	David Van Hattum		Burnsville High School	Long Term Substitute Teacher	08/28/2023 - 01/19/2024	1.0 FTE
Certified	Appointment	Jordyn Queen		Eagle Ridge Middle School	Interventionist	08/22/2023	1.0 FTE
Certified	Appointment	Juan Reyes		Burnsville High School	Long Term Substitute Teacher	08/22/2023	1.0 FTE
Certified	Appointment	Keely Schuck	*	Sky Oaks Elementary School	Teacher	08/22/2023	1.0 FTE
Certified	Appointment	Laura Kray		Burnsville High School	Teacher	08/22/2023	1.0 FTE
Certified	Appointment	Lisa Reuter	*	Rahn Elementary School	Teacher	10/03/2023-06/07/2024	1.0 FTE
Certified	Appointment	Melissa Borup		Burnsville High School	Teacher	08/28/2023	1.0 FTE
Certified	Appointment	Micah Westby		Virtual Academy	Teacher	08/22/2023	.20 FTE
Certified	Appointment	Nicole Fisch	*	Burnsville High School	Teacher	09/07/2023	1.0 FTE
Certified	Appointment	Whitney Harris		ECSE Center	Occupational Therapist	09/11/2023	1.0 FTE
Certified	Change of Assignment	Arianna Edington		Virtual Academy	Teacher	08/22/2023	1.0 FTE
Certified	Leave of Absence	Grace Kohn		Vista View Elementary School	Teacher	09/28/2023-06/07/2024	1.0 FTE
Certified	Leave of Absence	Rebecca Akerson		Virtual Academy	Counselor	10/26/2023-11/30/2023	1.0 FTE
Certified	Resignation	Joe Meyer		Eagle Ridge Middle School	Teacher	08/25/2023	1.0 FTE
Certified	Resignation	Jordan Taylor		Diamondhead Education Center	Early Childhood Family Educator	09/05/2023	1.0 FTE
Classified	Appointment	Agnes Turmire		Burnsville High School	Food Service Associate	08/22/2023	3.75 hours/day
Classified	Appointment	Amra Omerovic		District-wide	Food Service Associate	09/07/2023	7.5 hours/day
Classified	Appointment	Ayaan Geedi		Sky Oaks Elementary School	Educational Assistant	08/28/2023	7.25 hours/day
Classified	Appointment	Carol Bartells		Sky Oaks Elementary School	Educational Assistant	09/05/2023	5 hours/day
Classified	Appointment	Clairissa Infante-Ruvalcaba		Harriet Bishop Elementary	Educational Assistant	08/28/2023	7.25 hours/day
Classified	Appointment	Cynthia Becker		Hidden Valley Elementary	Food Service Associate	08/22/2023	3.75 hours/day
Classified	Appointment	Deisy Esparza Alanis		Hidden Valley Elementary	Educational Assistant	08/28/2023	3.25 hours/day
Classified	Appointment	Elissa Kapusinski		Harriet Bishop Elementary	Educational Assistant	08/28/2023	4.75 hours/day
Classified	Appointment	Hanna Polukhina		WM. Byrne Elementary School	Food Service Associate	08/22/2023	3.75 hours/day
Classified	Appointment	Iyanna King		Vista View Elementary School	Educational Assistant	09/05/2023	5.5 hours/day
Classified	Appointment	Josselie Palacios		Rahn Elementary School	Educational Assistant	08/28/2023	7.25 hours/day
Classified	Appointment	Justin Barntt		Burnsville High School	Baseball- Head Coach	Spring Season	Stipend
Classified	Appointment	Kalley Kupka		Rahn Elementary School	Educational Assistant	09/05/2023	7.25 hours/day
Classified	Appointment	Kathy Miller		Rahn Elementary School	Food Service Associate	09/18/2023	3.75 hours/day
Classified	Appointment	Kayla Escobedo		Harriet Bishop Elementary	Food Service Associate	08/30/2023	3.75 hours/day
Classified	Appointment	Laura Connell		Burnsville High School	Marching Band- Assistant	Fall Season	Stipend
Classified	Appointment	Lillian Dolentz		Vista View Elementary School	Community Education Supervisor	08/28/2023	8 hours/day
Classified	Appointment	Lynn Doege Sackman		Eagle Ridge Middle School	Food Service Associate	08/22/2023	5.75 hours/day
Classified	Appointment	Malachi Thompson		Burnsville High School	Food Service Associate	08/30/2023	5.75 hours/day
Classified	Appointment	Marit Eiler		Nicollet Middle School	Educational Assistant	09/05/2023	7.25 hours/day
Classified	Appointment	Melissa Zavala		Hidden Valley Elementary	Food Service Manager	09/11/2023	7.5 hours/day
Classified	Appointment	Miles Kessler		Burnsville High School	Marching Band- Assistant	Fall Season	Stipend
Classified	Appointment	Molly Dose		Hidden Valley Elementary	Educational Assistant	08/28/2023	7.25 hours/day
Classified	Appointment	Morgan Elmi		Burnsville High School	Cultural Liaison	08/28/2023	8 hours/day
Classified	Appointment	Nadia Sanchez		Edward Neill Elementary	Food Service Associate	08/22/2023	5.75 hours/day
Classified	Appointment	Sahra Ahmed		Sky Oaks Elementary School	Educational Assistant	09/05/2023	2.5 hours/day
Classified	Appointment	Shawn Bortel	*	Burnsville High School	Fitness Center Supervisor	Fall Season	Stipend
Classified	Appointment	Shawn Bortel	*	Burnsville High School	Fitness Center Supervisor	Spring Season	Stipend
Classified	Appointment	Thomas Kruppenberg		Burnsville High School	Food Service Associate	08/22/2023	3.75 hours/day
Classified	Change of Assignment	Jack Tillman	*	Vista View Elementary School	Educational Assistant	08/28/2023	7.5 hours/day
Classified	Change of Assignment	Jennifer Williamson		District-wide	Food Service Associate	09/18/2023	7.5 hours/day
Classified	Change of Assignment	Karina Colareta		Vista View Elementary School	Educational Assistant	08/28/2023	7.75 hours/day
Classified	Change of Assignment	Linda Smith		Harriet Bishop Elementary	Educational Assistant	08/28/2023	5.5 hours/day
Classified	Leave of Absence	Heather Mathews		Sky Oaks Elementary School	Educational Assistant	08/28/2023-01/01/2024	7.25 hours/day
Classified	Leave of Absence	Lisa Reuter	*	Rahn Elementary School	Educational Assistant	10/03/2023-06/07/2024	7.25 hours/day
Classified	Resignation	Allison Millea		Burnsville High School	Year Book Advisor	08/23/2023	Stipend
Classified	Resignation	Anne Staum		Burnsville High School	Year Book Advisor	08/23/2023	Stipend
Classified	Resignation	Hayley Shibley	*	Nicollet Middle School	Boys Tennis- Head Coach	09/07/2023	Stipend
Classified	Resignation	Hayley Shibley	*	Nicollet Middle School	Girls Tennis- Head Coach	09/07/2023	Stipend
Classified	Resignation	Janina Ortiz		ECSE Center	Educational Assistant	08/25/2023	7.25 hours/day
Classified	Resignation	Jonathan Reeves		Nicollet Middle School	Educational Assistant	08/28/2023	7.25 hours/day
Classified	Resignation	Jonathan Reeves	*	Nicollet Middle School	Year Book Advisor	09/05/2023	Stipend
Classified	Resignation	Nimo Yousuf	*	Hidden Valley Elementary	Educational Assistant	07/28/2023	7.25 hours/day
Classified	Resignation	Phillip Norris	*	Burnsville High School	Boys Basketball- Assistant Coach	09/05/2023	Stipend
Classified	Resignation	Renee Higgins		Sky Oaks Elementary School	Food Service Associate	08/25/2023	3.75 hours/day
Classified	Resignation	Sonya Coleman		WM. Byrne Elementary School	Educational Assistant	08/25/2023	7.25 hours/day
Classified	Resignation	Thomas Kruppenberg	*	Burnsville High School	Food Service Associate	09/08/2023	3.75 hours/day
Classified	Retirement	Janell Pofahl		Edward Neill Elementary	Educational Assistant	08/25/2023	7.25 hours/day



**Agenda IV.A.3.
September 14, 2023**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Tyler Dehne, director of finance

Date: September 14, 2023

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

RESOLUTION TO ACCEPT DONATIONS

WHEREAS,

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

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

Moved by: _____

Seconded by: _____

Members in favor of the motion:

Members opposed:

Whereupon said Resolution was declared duly passed and adopted on September 14, 2023.

Clerk – Board of Education

Date	Donor	Recipient	Terms	Donation
8/25/2023	Lynn Arbogast & Neighbors	Vista View Elementary	school supplies to be given to students as needed	School supplies-markers, pens, pencils, glue, paper, erasers
8/31/2023	Shakopee Mdewakanton Sioux Community	District 191	students	120 backpacks
8/25/2023	Michelle Markuson DBA The Real Estate Crew	Sky Oaks Elementary	For student use	Classroom supplies for student use
9/1/2023	Administration Bosch Community Fund (RBNA/ADM-BCF) Robert Bosch LLC	District 191	To support middle school Green Teams (ecoSTEM) and complete the rain/pollinator gardens on the campuses of NMS and ERMS.	\$16,000

Total monetary donation received: \$16,000.00



**Agenda IV.A.4.
September 14, 2023**

To: Board of Education
From: Dr. Theresa Battle, superintendent
Date: September 14, 2023
Re: Report about the Listening Session

Recommendation: Receive a report about the Listening Session on August 24, 2023.

No one spoke at the listening session.



**Agenda IV.A.5.
September 14, 2023**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Amy Piotrowski, director of student support services, and Stacey Sovine,
executive director of administrative services

Date: September 14, 2023

Re: Report about the Listening Session

Recommendation: Approve no changes to Policies 415: *Mandated Reporting of Maltreatment of Vulnerable Adults*, 405: *Veteran's Preference*, 495: *Staff Recognition*, 499: *Nepotism Prohibition*, and 522: *Title IX Sex Nondiscrimination Policy Grievance Procedure and Process*.

The policies were reviewed at the Policy Review Committee meeting on August 22. No changes are recommended at this time.

Adopted: 7/2001
 Reviewed: ~~11/10/2022~~ 11/14/2023
 Revised: 11/17/2022
 Rescinds: GBHAB

Burnsville-Eagan-Savage School District Policy 415

415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected maltreatment of vulnerable adults.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to comply fully with Minnesota Statutes section 626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.
- B. A violation of this policy occurs when any school personnel fails to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

III. DEFINITIONS

- A. "Abuse" means:

1. An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in Minnesota Statutes sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in Minnesota Statutes section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in Minnesota Statutes section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in Minnesota Statutes sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction.

2. Conduct which is not an accident or therapeutic conduct as defined in Minnesota Statutes section 626.5572 which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation

procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under Minnesota Statutes section 245.825.

3. Any sexual contact or penetration as defined in Minn. Stat. § 609.341 between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility.

4. The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another.

Abuse does not include actions specifically excluded by Minnesota Statutes section 626.5572, Subd. 2.

- B. "Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.
- C. "Common entry point" means the entity responsible for receiving reports of alleged or suspected maltreatment of a vulnerable adult and designated by the Commissioner of the Minnesota Department of Human Services as the MN Adult Abuse Reporting Center (MAARC).
- D. "Financial Exploitation" means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion, or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.
- E. "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.
- F. "Mandated Reporters" means a professional or professional's delegate while engaged in education.
- G. "Maltreatment" means the neglect, abuse, or financial exploitation of a vulnerable adult.
- H. "Neglect" means the failure or omission by a caregiver to supply a vulnerable adult

with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult's physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct.

- I. Neglect also includes the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult's health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minnesota Statutes section 626.5572, Subd. 17.
- J. "School personnel" means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.
- K. "Vulnerable adult" means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services required to be licensed under Minnesota Statutes chapter 245A, except as excluded under Minnesota Statutes section 626.5572, Subd. 21(a)(2); (3) receives services from a licensed home care provider or person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program; or (4) regardless of residence or whether any type of service received, possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual's ability to provide adequately for the individual's own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual's self from maltreatment.

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the common entry point responsible for receiving reports.
- B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.
- C. The reporter shall, to the extent possible, identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident, and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter

may disclose *not public data*, as defined under Minnesota Statutes section 13.02, to the extent necessary to comply with the above reporting requirements.

- D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting, or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.
- E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against vulnerable adult who is named in a report is prohibited.
- F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

V. INVESTIGATION

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult rests with the entity designated by the county for receiving reports.

VI. DISSEMINATION OF POLICY AND TRAINING

- A. The school district will develop a method of discussing this policy with employees as appropriate.
- B. This policy should be reviewed at least annually for compliance with state law.

Legal References: Minn. Stat. § 13.02 (Government Data Practices; Definitions)
Minn. Stat. Ch. 245A (Human Services Licensing)
Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)
Minn. Stat. §§ 609.221-609.224 (Assault)
Minn. Stat. § 609.232 (Crimes Against Vulnerable Adults; Definitions t)
Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)
Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Stat. § 626.5572 (Definitions)
In re Kleven, 736 N.W.2d 707 (Minn. App. 2007)

- Cross References:*** Burnsville-Eagan-Savage School District Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
- 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 403 (Discipline, Suspension, and Dismissal of School District Employees)
- Burnsville-Eagan-Savage School District Policy 406 (Public and Private Personnel Data)
- Burnsville-Eagan-Savage School District Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
- Burnsville-Eagan-Savage School District Policy 423 (Employee-Student Relationships)
- Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)

Adopted: 7/2001
 Reviewed: ~~10/28/2021~~9/14/2023
 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:

Burnsville-Eagan-Savage School District Policy 495

Reviewed: ~~10/28/2021~~9/14/2023

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: ~~10/28/2021~~9/14/2023
 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 their 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 their 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: 10/99

Burnsville-Eagan-Savage School District Policy 522

Reviewed: ~~11/10/2022~~9/14/2023

Revised: 11/17/2022

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:

Hailey Busker, Human Resources Coordinator

952-707-2011

Diamondhead Education Center

200 W Burnsville Pkwy.

Burnsville, Minnesota 55337

hbusker@isd191.org

Alternate Stacey Sovine, Executive Director of Administrative Services
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).
- D. “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.
- E. “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.
- F. “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.
- G. "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.
- H. "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.
- I. "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.
- J. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- K. "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 United States Code section 1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 United States Code section 12291).
- L. “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 Minnesota Statutes section 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.
- M. “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 United States Code section 1232g, FERPA's regulations, 34 Code of Federal Regulations part 99, Minnesota law under Minnesota Statutes section 13.32, as required by law, or to carry out the purposes of 34 Code of Federal Regulations 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)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act)
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act)
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 Item: IV.B.1.
September 14, 2023**

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

From: Jason Sellars
Director of Community Education

Date: September 14, 2023

RE: Policy 902 Facilities Addendum: Fee Schedule for the 2023-2024 School Year

Recommendation: The Board of Education approves the following ISD 191 Policy 902 Facilities Addendum: Fee Schedule changes for the 2023-2024 school year.

Discussion:

ISD 191 Policy 902 Facilities Addendum: Fee Schedule is a document that the public and community members use as a reference for rental rates, equipment usage, and procedural information regarding facility usage or rentals.

The following rates are being changed to both be fiscally responsive and competitive with surrounding districts. Most rates have remained the same. We have added more specificity to the fee schedule to include spaces at Diamondhead like the Burnsville-Eagan-Savage rooms, Commons/Atrium/C-Wing Center, Campus Cup, and C-Wing classrooms. We also updated the language of Junior High to Middle School. Our goal is to review and update the fee schedule annually.

Class A: School and school-sponsored activities, such as athletics, concerts, and school productions, activities sponsored by Community Education or school organizations such as parent-teacher groups and booster groups; governmental units conducting regular business; and students meeting under the Equal Access Act.

Class B: Community or non-profit groups composed primarily of District 191 residents and organized to promote civic, education, charitable, or recreational activities for youth.

Class C: Community or non-profit groups composed primarily of District 191 residents and organized to promote civic, educational, faith-based, charitable, or recreational activities for adults.

Class D: Groups, private agencies, companies, or vendors that use district facilities for commercial purposes or profit.

Permit Fee: A separate permit will be issued for each activity scheduled at each site. A permit processing fee of \$20 will be attached to each permit issued for Class B through Class D users.

Fields Fee: Elementary and junior high fields are reserved at a seasonal rate of \$30 each for Class B groups and \$75 each for Class C groups.

Change Fee: A \$20 charge may be assessed if there are any changes after a permit has been issued (See Policy 902R for more information).

Unauthorized Use: Unauthorized use of space by a rental group will be subject to a higher-Class Rate. The time the space was used will be rounded to the next hour.

Fee Schedule (rate per hour)

There is an hourly rate assigned for each indoor space available to be scheduled (and outdoor areas as listed). Additional costs may be charged for custodial support, technical staff, event supervision, lifeguards, or other district personnel as necessary for individual events.

	Class A	Class B	Class C	Class D
Elementary				
Classroom	No rental fee	\$ 10.00	\$ 20.00	\$ 40.00
Music/Art/Science Room	No rental fee	\$ 10.00	\$ 30.00	\$ 60.00
Cafeteria, Media Center	No rental fee	\$ 12.00	\$ 60.00	\$120.00
Kitchen	No rental fee	\$ 25.00	\$ 35.00	\$ 50.00
Gymnasium	No rental fee	\$ 12.00	\$ 60.00	\$150.00
Secondary Facility				
Classroom	No rental fee	\$ 10.00	\$ 20.00	\$ 40.00
Music/Art Room	No rental fee	\$ 10.00	\$ 30.00	\$ 60.00
Lecture Room, FACs Lab, PAC	No rental fee	\$ 15.00	\$ 35.00	\$ 70.00
Media Center	No rental fee	\$ 15.00	\$ 60.00	\$120.00
Cafeteria	No rental fee	\$ 15.00	\$ 60.00	\$120.00
Large Meeting Room	No rental fee	\$ 15.00	\$ 35.00	\$ 70.00
Outdoor Patio	No rental fee	\$ 15.00	\$ 35.00	\$ 70.00
Kitchen	No rental fee	\$ 25.00	\$ 35.00	\$ 50.00
Middle School J.H. Gymnasium	No rental fee	\$ 15.00	\$ 75.00	\$150.00
H.S. Gymnasium (per court)	No rental fee	\$ 20.00	\$ 75.00	\$150.00
Auxiliary Gym	No rental fee	\$ 12.00	\$ 60.00	\$120.00
Locker rooms	No rental fee	\$ 15.00	\$ 75.00	\$150.00
Grass Practice Football Field(s)	No rental fee	\$ 25.00	\$ 50.00	\$ 75.00
Pates Stadium (field only)	No rental fee	\$ 80.00	\$100.00	\$150.00
Pates Stadium (field, bleachers)	No rental fee	\$100.00	\$120.00	\$170.00
Pates Stadium (field, bleachers, and press box)	No rental fee	\$120.00	\$140.00	\$190.00

Pates Stadium (field, bleachers, the press box and lights)	No rental fee	\$150.00	\$180.00	\$280.00
Tennis Courts (4)	No rental fee	\$ 12.00	\$ 75.00	\$150.00
Swimming Pool	No rental fee	\$ 15.00	\$ 90.00	\$180.00
Mraz Center	No rental fee	\$ 15.00 45.00	\$ 90.00	\$180.00

(Wrestling gyms and Kitchens are not available for public use.)

Diamondhead Education Center

~~Large Meeting Room~~

~~Burnsville-Eagan-~~

~~Savage Rooms(per room)~~

	No rental fee	\$ 15.00	\$ 35.00 60.00	\$ 70.00 120.00
Dance Studio	No rental fee	\$ 15.00	\$ 60.00	\$ 120.00
<u>Classroom</u>	<u>No rental fee</u>	<u>\$ 10.00</u>	<u>\$ 20.00</u>	<u>\$ 40.00</u>
<u>Commons, Atrium and</u>				
<u>C-Wing Center</u>	<u>No rental fee</u>	<u>\$ 15.00</u>	<u>\$ 35.00</u>	<u>\$ 70.00</u>
<u>Campus Cup</u>	<u>No rental fee</u>	<u>\$ 10.00</u>	<u>\$ 20.00</u>	<u>\$ 40.00</u>

Additional costs may be charged for custodial support, technical staff, event supervision, lifeguards, or other district personnel as necessary for individual events.

Events occurring outside of regular building hours: Custodial oversight is mandatory during every event taking place in School District 191 buildings. Whenever a building is requested to be used during a time it is normally closed, custodial overtime rates will apply. Availability of School District 191 facilities on school holidays or weekends is at the discretion of the district and is permitted only when a district employee is willing to work for the event. In such cases, staff overtime fees will be charged.

Events requesting use of the pool: An American Red Cross-certified lifeguard must be on duty during the pool rental period. Lifeguards must be hired through Community Education at the current hourly rate. There is a 25:1 ratio of swimmers to lifeguards required for community groups renting the pool.

Events requesting technology for speeches, presentations, or performances: Events requesting technical equipment may require attendance by a School District 191 staff member. Any user group requesting the Mraz Center will require the services of a Mraz Center supervisor to technician. If other personnel is deemed necessary for an event, the applicable rate of pay will also be charged to the user. A Technology Request Form may need to be completed.

Events being attended by many participants or large audiences: School District 191 may require additional supervisory personnel during large events, including on-site police security, at the discretion of the director of Community Education. These costs will be charged to the user group. School District 191 may require a second custodian to attend during large events. The user group will be charged the applicable rate for this service.

Personnel Fee Schedule (rate per hour)

There is an hourly rate assigned for personnel who may be needed during an event.

Personnel Required	Straight Time	1.5x Overtime	2x Overtime
Custodian	varies	\$ 35 40-	\$ 50 55
Food Service Associate	n/a	\$30	
Lifeguard	\$ 9.65 20		

Tech Support	\$25
Other Event Supervision	varies <u>\$25</u>



**Agenda IV.B.2.
September 14, 2023**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Isis Buchanan, director of educational equity

Date: September 14, 2023

Re: Policy 102: *Equal Educational Opportunity*.

Recommendation: Approve, on a first reading basis, changes to Policy 102: *Equal Educational Opportunity*.

Policy 102 was reviewed by the Policy Review Committee on August 24, 2023. MSBA added an equal athletic opportunity paragraph.

Adopted: 10/1999
 Reviewed: ~~1/27/2022~~9/14/2023
 Revised: 2/10/2022 MSBA 2023
 Rescinds: AC

Burnsville-Eagan-Savage School District Policy 102

102 EQUAL EDUCATIONAL OPPORTUNITY

I. PURPOSE

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district's policy is to provide equal educational opportunity for all students. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, gender identity and expression, or age. The school district also makes reasonable accommodations for students with disabilities.
- B. The school district prohibits the harassment and discrimination of any individual based on any of the protected classifications listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence (Policy 413).
- C. The school district prohibits discrimination of students with a disability, within the intent of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), who need services, accommodations, or programs in order to receive a free appropriate public education. For information as to protections that may apply pursuant to Section 504 and the school district's corresponding procedures for addressing disability discrimination complaints, refer to the school district's policy on student disability nondiscrimination (Policy 521).
- D. The school district prohibits sexual harassment discrimination of any individual on the basis of sex in its education programs or activities. For information as to the protections that apply pursuant to Title IX and school district's corresponding procedures and processes for addressing sexual harassment and discrimination, refer to the school district's policy on Title IX sex nondiscrimination (Policy 522).
- E. The school district shall provide equal opportunity for members of each sex and to members of all races and ethnicities to participate in its athletic program. In determining whether equal opportunity to participate in athletic programs is

available for the purposes of this law, at least the following factors shall be considered to the extent that they are applicable to a given situation: whether the opportunity for males and females to participate in the athletic program reflects the demonstrated interest in athletics of the males and females in the student body of the educational institution; whether the opportunity for members of all races and ethnicities to participate in the athletic program reflects the demonstrated interest in athletics of members of all races and ethnicities in the student body of the educational institution; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of each sex; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of all members of all races and ethnicities; the provision of equipment and supplies; scheduling of games and practice times; assignment of coaches; provision of locker rooms; practice and competitive facilities; and the provision of necessary funds for teams of one sex.

- FE. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- GF. Every teacher, administrator, volunteer, contractor, or other employee of the school district is responsible to comply with this policy.
- HG. Any student, parent or guardian having a question regarding this policy should discuss it with the Assistant Superintendent.

Legal References: Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
[Minn. Stat. § 121A.04 \(Athletic Programs; Sex Discrimination\)](#)
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
 20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)
 42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
 42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References: Burnsville-Eagan-Savage School District Policy 105 (Equity, Access and Excellence in Education)
 Burnsville-Eagan-Savage School District Policy 413 (Harassment and Violence)
 Burnsville-Eagan-Savage School District Policy 422 (Policies Incorporated by Reference)
 Burnsville-Eagan-Savage School District Policy 521 (Student Disability Nondiscrimination)
 Burnsville-Eagan-Savage School District Policy 522 (Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process)



**Agenda IV.B.3.
September 14, 2023**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Stacey Sovine, executive director of administrative services

Date: September 14, 2023

Re: Policy 424: *License Status*

Recommendation: Approve, on a first reading basis, changes to Policy 424: *License Status*.

Policy 424 was reviewed by the Policy Review Committee on August 24, 2023. MSBA added an annual report to PELSB requirement (see II.D).

Adopted: 9/10/2015 *Burnsville-Eagan-Savage School District Policy 424*
 Reviewed: ~~11/15/2018~~/10/2023/14/2023
 Revised: ~~12/13/2018~~ MSBA 2023
 Rescinds:

424 LICENSE STATUS

I. PURPOSE

The purpose of this policy is to ensure that qualified teachers are employed by the school district and to fulfill its duty to ascertain the licensure status of its teachers. A school district that employs a teacher who does not hold a valid teaching license or permit places itself at risk for a reduction in state aid. This policy does not negate a teacher's duty and responsibility to maintain a current and valid teaching license.

II. GENERAL STATEMENT OF POLICY

- A. A qualified teacher is one holding a valid license to perform the particular service for which the teacher is employed by the school district.
- B. No person shall be a qualified teacher until the school district verifies through the Minnesota education licensing system available on the Minnesota Professional Educator Licensing and Standards Board website that the person is a qualified teacher consistent with state law.
- C. The school district has a duty to ascertain the licensure status of its teachers and ensure that the school district's teacher license files are up to date. The school district shall establish a procedure for annually reviewing its teacher license files to verify that every teacher's license is current and appropriate to the particular service for which the teacher is employed by the school district.
- D. The school district must annually report to the Professional Educator Licensing and Standards Board: (1) all new teacher hires and terminations, including layoffs, by race and ethnicity; and (2) the reasons for all teacher resignations and requested leaves of absence. The report must not include data that would personally identify individuals.

III. PROCEDURE

- A. The superintendent or the superintendent's designee shall establish a schedule for the annual review of teacher licenses.
- B. Where it is discovered that a teacher's license will expire within one year from the date of the annual review, the superintendent or the superintendent's designee will advise the teacher in writing of the approaching expiration and that the teacher must complete the renewal process and file the license with the superintendent prior to

the expiration of the current license. However, failure to provide this notice does not relieve a teacher from their his/her duty and responsibility of ensuring that their his/her teaching license is valid, current and appropriate to their his/her teaching assignment.

- C. If it is discovered that a teacher's license has expired, the superintendent or designee will immediately investigate the circumstances surrounding the lack of license and will take appropriate action. The teacher shall be advised that the teacher's failure to have the license reinstated will constitute gross insubordination, inefficiency and willful neglect of duty which are grounds for immediate discharge from employment.
- D. The duty and responsibility of maintaining a current and valid teaching license appropriate to the teaching assignment as required by this policy shall remain with the teacher, notwithstanding the superintendent's failure to discover a lapsed license or license that does not support the teaching assignment. A teacher's failure to comply with this policy may be grounds for the teacher's immediate discharge from employment.

Legal References: Minn. Stat. § 122A.16 (Qualified Teacher Defined)
 Minn. Stat. § 122A.22 (District Verification of Teacher Licenses)
 Minn. Stat. § 122A.40, ~~Subd. 13~~ (Employment; Contracts; Termination – Immediate Discharge)
 Minn. Stat. § 127A.42 (Reduction of Aid for Violation of Law)
Vettleson v. Special Sch. Dist. No. 1, 361 N.W.2d 425 (Minn. App. 1985)
Lucio v. School Bd. of Independent Sch. Dist. No. 625, 574 N.W.2d 737 (Minn. App. 1998)
In the Matter of the Proposed Discharge of John R. Statz (Christine D. VerPloeg), June 8, 1992, *affirmed*, 1993 WL 129639 (Minn. App. 1993)

Cross References:



**Agenda IV.B.4.
September 14, 2023**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Imina Oftedahl, director of curriculum, instruction and assessment

Date: September 14, 2023

Re: Policy 513: *Student Promotion, Retention and Program Design.*

Recommendation: Approve, on a first reading basis, changes to Policy 513: *Student Promotion, Retention and Program Design.*

Policy 513 was reviewed by the Policy Review Committee on August 24, 2023. Administration removed policies not adopted by ISD 191 from the cross-references. MSBA added Gifted and Talented Student provisions; early admissions.

Adopted: 2/08

Burnsville-Eagan-Savage School District Policy 513

Reviewed: ~~5/27/2021~~ 9/14/2023

Revised: ~~6/10/2021~~ 6/2023

Rescinds: IKE, JECA

513 STUDENT PROMOTION, RETENTION, ~~ACCELERATION~~ AND PROGRAM DESIGN

a. PURPOSE

The purpose of this policy is to provide guidance to professional staff, parents and students regarding student promotion, retention, acceleration, program design and grade placement.

b. GENERAL STATEMENT OF POLICY

The school board expects all students to achieve at an acceptable level of proficiency. Parental assistance, tutorial and remedial programs, counseling and other appropriate services shall be coordinated and utilized to the greatest extent possible to help students succeed in school.

A. Promotion

Students who achieve at levels deemed acceptable by local and state standards shall be promoted to the next grade level at the completion of each school year.

B. Retention

Retention of a student may be considered when professional staff and/or parents have evidence that it is in the best interest of the student. Physical development, maturity, and emotional factors shall be considered as well as scholastic achievement. The superintendent's decision shall be final.

~~C. Acceleration~~

~~1. The School Board recognizes that in certain situations it may be in the student's best interest to accelerate the placement of a student in instruction programs appropriate to the student's academic, social, and personal development levels.~~

~~2. Acceleration is the placement of a student in an instructional program that is more age and/or academically appropriate. The student may be considered for acceleration only if the following can be demonstrated clearly:~~

~~a. A high level of academic achievement in all areas of the curriculum with special emphasis on reading, writing, and mathematics.~~

~~b. Intellectual ability two (2) standard deviations above the norm.~~

~~c. Social and emotional maturity.~~

~~d. High degree of persistence.~~

- ~~1. ——— A request for acceleration should be directed to the principal. An acceleration team comprised of the principal(s), present grade-level teacher(s), previous year teacher(s), gifted coordinator, and school psychologist will be convened to review the request; interview the student, parent, and teachers; review test data; and develop a recommendation. If the proposed placement may result in a change in school, representation from that school must be included.~~

D.C. Program Design

1. The superintendent and/or designees, with participation of the professional staff and parents, shall develop and implement programs and services to challenge students that are consistent with the needs of students at every level. A process to assess and evaluate students for program assignment shall be developed in coordination with such programs. Opportunities for special programs including placement outside of the school district shall also be developed as additional options. All programs will be aligned with Wworld's Bbest Workforce and the District 191 Strategic Roadmap.
2. The school district may identify students, locally develop programs and services addressing instructional and affective needs, provide staff development, and evaluate programs to provide gifted and talented students with challenging and appropriate educational programs and services.
3. The school district will must adopt guidelines for assessing and identifying students for participation in gifted and talented programs and services consistent with Minnesota Statutes, section 120B.11. The guidelines should include the use of:
 - a. multiple objective criteria; and
 - b. assessments and procedures that are valid and reliable, fair, and based on current theory and research. Assessments and procedures should be designed to eliminate disproportionality in identification and services sensitive to under-presented groups, including but not limited to, race, ethnicity, eligibility for economic assistance, twice exceptional, and English language proficiency.
4. The school district will must adopt procedures for the academic acceleration of gifted and talented students. These procedures will include how the school district will:
 - a. assess a student's readiness and motivation for acceleration; and

- b. match the level, complexity, and pace of the curriculum to a student to achieve the best type of academic acceleration for that student.

5. The school district ~~will~~ must adopt procedures consistent with Minnesota Statutes, section 124D.02 for early admission to kindergarten or first grade of gifted or talented learners consistent with Minnesota Statutes, section 120B.11, subdivision 2, clause (2). ~~which describe the comprehensive evaluation in cognitive, social, and emotional development domains to help determine a child's ability to meet kindergarten grade expectations and progress to first grade in the subsequent year for early admission to kindergarten or first grade of gifted and talented learners.~~ The procedures must be sensitive to under-represented groups.

E. Grade Placement

~~A procedure for screening and identifying students for grade assignment shall be developed.~~

- ~~6. Records for new students will be reviewed to determine grade placement. These records will include information on attendance, health, special education, ELL, gifted/talented, academic performance and documented completion of grade level or credit requirements.~~
- ~~7. After review, if the placement decision is unclear, the principal will assemble an administrative team including a principal from elementary, middle and high school and others, as appropriate.~~
- ~~8. A recommendation from this team will go to the superintendent for final approval. The superintendent's decision will be final.~~

Legal References: Minn. Stat. § 120B.15 (Gifted and Talented Program)
Minn. Stat. § 123B.143, Subd. 1 (Superintendents)

Cross References: Burnsville-Eagan-Savage School District Policy 613 (Graduation Requirements)
Burnsville-Eagan-Savage School District Policy 614 (School District [Assessment Program 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 617 (School District Ensurance of Preparatory and High School Standards)~~
~~Burnsville-Eagan-Savage School District Policy 618 (Assessment of Student Achievement)~~
Burnsville-Eagan-Savage School District Policy 620 (Credit for Learning)



**Agenda IV.B.5.
September 14, 2023**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Scott Hume, board chair

Date: September 14, 2023

Re: 2023-24 Board Planning Document

Recommendation: Approve the 2023-24 Board Planning Document.

The Board Planning Document was reviewed during the workshop on August 26, 2023.



**Agenda V.
September 14, 2023**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Scott Hume, chair

Date: September 14, 2023

Re: Adjourn to a Closed Session, as Permitted by Minn. Stat. 13D.05 Subd. 3(d) for Security