



Regular Meeting Agenda

Diamondhead Education Center
200 W. Burnsville Parkway
Burnsville, MN 55337
January 11, 2024
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 Abigail Alt and Eric Miller

I. Call to Order	
A. Welcome	
B. Pledge of Allegiance	
II. Approval of Agenda	
III. Annual Organization of the Board of Education	3
A. Election of Chair	
B. Election of Vice Chair	
C. Election of Clerk	
D. Election of Treasurer	
E. Salaries of Board Members	
F. Regular Meetings of the School Board	
G. Authorization of Electronic (telephone) Fund Transfers	8
H. Authorization for Use of Facsimile Signatures	9
I. Designation of Official Depositories	10
J. Appointment to Committees	
K. Authorization to Execute and File Application for State- and Federally-Funded Programs	
L. Designation of Legal Counsel	

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.

M. Designation of Official Newspaper	2
IV. Information	
A. Present the Burnsville High School Secondary Course Catalog	16
Speaker(s): Dr. Chris Bellmont, Assistant Superintendent, Jesús Sandoval, Principal, and Sarah Noble, Associate Principal	
B. Student Representative Report	22
C. Superintendent Report	23
D. Board Member Reports	24
V. Business Meeting	
A. Consent Agenda	
Description: Although Board action is required, it is generally unnecessary to hold discussion on these items. In the event a Board member wishes to discuss an item, that item will be moved for separate consideration.	
1. Approve Minutes	25
2. Approve Personnel Recommendations	34
3. Adopt a Resolution to Accept Donations	35
4. Receive a Report about the Listening Session	37
5. Approve, on a Second Reading Basis, Changes to Policy 413: <i>Harassment and Violence</i>	38
6. Approve, on a Second Reading Basis, Changes to Policies 506: <i>Student Discipline</i> and 507: <i>Corporal Punishment</i>	49
7. Approve Scheduling a Joint Meeting with the City of Burnsville and ISD 191 on January 30, 2024 at 5:30 p.m. at Burnsville High School	76
B. New Business	77
1. Approval of Food Service Negotiated Agreements	79
Speaker(s): Stacey Sovine, Executive Director of Administrative Services	
2. Approve an Application for Preliminary Approval of an Extended Robotics Team Field Trip on April 15-21, 2024 to Houston, Texas.	104
Speaker(s): Dr. Chris Bellmont, Assistant Superintendent, Bill Heim, Associate Principal and Activities Director, Crystal Huynh, Robotics Coach, Sean Lenhardt, Previous Head Coach and Parent, Krista Boos, Parent	
VI. Work Session	112
Speaker(s): Lesley Chester, Clerk	
Description: Discuss Draft of 2024 Legislative Platform	
VII. Closed Meeting, as permitted by Minnesota Statutes Section 13D.03, to Discuss Labor Negotiations.	
Speaker(s): Stacey Sovine, Executive Director of Administrative Services	
VIII. Adjourn	

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**Agenda III.A-M
January 11, 2024**

To: Board of Education
From: Dr. Theresa Battle, superintendent
Stacey Sovine, executive director of administrative services
Date: January 4, 2024
RE: Annual Organization of the Board of Education

RECOMMENDATION: to approve recommendations and adopt the resolutions shown below to accomplish organization of the Board of Education for 2024.

The items listed below must be addressed by the school board at its organizational meeting on January 11, 2024.

In order of rank, the officers from 2023 are responsible for calling the organizational meeting to order. This individual, or someone elected as temporary chair, should preside until a new chair is elected.

Prior to the election of officers, the board should determine the method to be used in selecting its new officers. A recommended method is that of majority vote on the candidate or candidates nominated for each position. Policy 202 provides further direction with respect to selection of officers and officer's responsibilities.

The annual organization of the school board occurs in January to conform to the term of office for school board members. Some matters of school board organization are more readily conducted on a fiscal year basis and will be presented in June.

The items that follow pertain to Board of Education organization for 2024.

A. Election of Chair

Annotation: The chair presides at all school board meetings and works with the superintendent on calling board meetings and establishing meeting agendas. At times the chair is called upon to serve in a ceremonial capacity as the ranking elected representative of the school district. The chair countersigns all checks drawn by the treasurer.

Recommendation: Moved by Director _____ that Director _____ be nominated and elected chair of the board for 2024.

(It is recommended that the newly elected chair assume the chair and conduct the balance of the meeting.)

B. Election of Vice-Chair

Annotation: The school board created the vice-chair position in 1989 for the purpose of easing the workload of the chair. The vice-chair serves as chair when the chair is absent, assists with board operations and plans the annual evaluation of the superintendent.

Recommendation: Moved by Director _____ that Director _____ be nominated and elected Vice-chair of the board for 2024.

C. Election of Clerk

Annotation: The clerk presides at board meetings in the absence of the chair and vice-chair, and from a legal standpoint, is responsible for board minutes, signing board approved contracts and calling school board elections. The clerk also countersigns all district checks. The routine duties of the clerk are performed by the superintendent's office and business office.

Recommendation: Moved by Director _____ that Director _____ be nominated and elected clerk of the board for 2024.

D. Election of Treasurer

Annotation: The treasurer is legally responsible for the deposit and withdrawal of all district funds and reporting same to the school board. Checks drawn on school district accounts are signed by the treasurer. The routine duties of the treasurer are performed by the business office.

Recommendation: Moved by Director _____ that Director _____ be nominated and elected treasurer of the board for 2024.

E. Salaries of Board Members

Annotation: Salaries of school board members are set annually. In January 2016, the salaries were set at \$550 per month for each director plus an additional monthly stipend of \$50 for the chair in recognition of increased duties and expenses associated with that position. On March 14, 2019 the salaries were reduced by \$100 per month beginning July 1, 2019.

Recommendation: That salaries of board members be set at \$450 per month and that the chairperson receives an additional \$50 per month in recognition of additional duties and expenses associated with the position.

F. Regular Meetings of the School Board

Annotation: Regular meetings of the school board are typically held on the second and fourth Thursday of each month. However, board meetings may be scheduled during other weeks to accommodate scheduling needs. Regular school board meetings will be held at Diamondhead Education Center, 200 West Burnsville Parkway, Burnsville.

Recommendation: That all regular meetings of the Independent School District 191 Board of Education commence at 6:30 p.m. on the dates noted below with meetings conducted at the Diamondhead Education Center and cablecast. Board Listening Sessions will be scheduled from 5:45-6:15 p.m. before regular board meetings.

January 11, 2024	October 24, 2024
January 25, 2024	November 7, 2024*
February 8, 2024	November 21, 2024*
February 22, 2024	December 12, 2024
March 14, 2024	January 9, 2025
March 28, 2024	January 23, 2025
April 18, 2024*	February 13, 2025
April 25, 2024	February 27, 2025
May 9, 2024	March 13, 2025
May 23, 2024	March 27, 2025
June 13, 2024	April 10, 2025
June 20, 2024*	April 24, 2025
August 8, 2024	May 8, 2025
August 22, 2024	May 22, 2025
September 12, 2024	June 12, 2025
September 26, 2024	June 26, 2025
October 10, 2024	

In the case of inclement weather, the Board meeting will be scheduled Monday at the same time and place unless Monday is a holiday, in which case a special meeting may be called.

*Meetings not scheduled on the second or fourth Thursday of the month.

Items G-N pertain to calendar year 2024. They are of a routine nature and although board action is required, discussion is usually unnecessary. I recommend approval of all resolutions as a single consent agenda. In the event a Board member wishes to discuss any item, it should be removed from the list so that it may receive individual attention.

G. Authorization for Electronic (telephone) Fund Transfers

Annotation: The telephone transfer of funds between approved depositories is important to the efficient management of school district deposits. Board authorization is requested to allow the executive director of administrative services to enter into electronic fund transfer agreements with official depositories as provided in Chapter 334, Minnesota Statutes. (See Attached Resolution.)

Recommendation: to adopt the attached resolution which authorizes the executive director of administrative services to enter into electronic (telephone) fund transfer agreements with the district's official depositories per Chapter 334 of the laws of

H. Authorization for Use of Facsimile Signatures

Annotation: The use of facsimile signatures on school district checks must be authorized by board resolution. Facsimile signatures are also used on individual personnel contracts covered by master agreements. Obviously, this is the only practical method of handling this task. (See Attached Information)

Recommendation: That the school board adopts the attached resolution authorizing the use of facsimile signatures on payroll and claim checks as prescribed in M.S. 47.41 and furthermore that the use of facsimile signatures be authorized for individual personnel contracts covered by board adopted master agreements.

I. Designation of Official Depositories

Annotation: The Business Office maintains a current list of financial institutions to be used for depositing school district funds. The recommended list of depositories for 2024 is shown in the motion.

Recommendation: That the institutions shown below be designated as official depositories of the district for the 2024 calendar year per M.S. 124.05.

U.S. Bank of Minneapolis
Minnesota School Districts Liquid Asset Fund Plus
MN Trust
Associated Bank, WI
PMA Financial Network

J. Appointment to Committees

Committee appointments are made by the chair. Board members are asked to review the list of committee appointments and indicate their interests to the chair. Appointments to committees will be made at a future board meeting.

K. Authorization to Execute and File Application for State- and Federally-Funded Programs

Annotation: Most state- and federally-funded programs require that the school board, in official session, authorize an agent to execute and file funding applications for the school district and act as its official representatives in those state- and federally-funded programs.

Recommendation: That as of January 1, 2024, Theresa Battle, superintendent, or her designee be designated as the agent in filing applications for and representing the district in state- and federally-funded programs.

L. Designation of Legal Counsel

Annotation: Policy 202 states that the school board will select the school district's legal counsel at the organizational meeting. The attorney shall attend regular and special meetings of the school board when requested and be available for consultation as needed. The attorney shall be paid on a "time" or "retainer" basis as determined. The appointment of the attorney shall not be construed as a prohibition against seeking legal counsel from other sources when the superintendent or designees deems it to be advisable. The individuals authorized to contact legal counsel are the school board chair, the superintendent and his designees.

Recommendation: That the following law firms be appointed as legal counsel for Independent School District 191 for 2024 and that they be paid on an hourly basis for services rendered.

Kennedy & Graven Chartered
 Goetz & Eckland P.A.
 Booth Law Group LLC
 Squires, Waldspurger & Mace, P.A.
 Hitesman & Wold, P.A.
 Arthur Chapman Kettering Smetak & Pikala, P.A

Law Firm	Type of Services Rendered
Kennedy & Graven Chartered	Student Issues; Custody Issues; General legal by Supt; Complex school business matters; election law; Bond attorney; HR and employee related issues.
Goetz & Eckland P.A.	Contracts related to Construction
Booth Law Group LLC	Student Issues; Special Ed Issues
Squires, Waldspurger & Mace, P.A.	Business contracts, bid law, Review and development of unit language for bargaining agreements or terms and conditions of employment, etc.;
Hitesman & Wold, P.A.	Employee benefit related items; OPEB law
Arthur Chapman Kettering Smetak & Pikala, P.A	Legal counsel for property and casualty insurance issues

M. Designation of Official Newspaper

Annotation: Administration recommends designating Sun Thisweek as the official legal newspapers serving our area. This newspaper is widely distributed across the geographic area of the school district.

Recommendation: That Sun Thisweek be designated as the official newspaper for 2024 per M.S. 123.33; Subdivision 11, and M.S. Chapter 331.

INDEPENDENT SCHOOL DISTRICT 191

WIRE TRANSFER AGREEMENT

AUTHORIZED REPRESENTATIVES

January 1, 2024 through December 31, 2024

- | | | | |
|------------------|-------|--|-----------------|
| 1. Stacey Sovine | _____ | <u>Executive Director of
Administrative Services</u> | <u>707-2010</u> |
| 2. Tyler Dehne | _____ | <u>Dir/Accounting Services</u> | <u>707-2055</u> |
| 3. Jarrod Leake | _____ | <u>Acct & Compliance Coord.</u> | <u>707-2053</u> |

Account Name

Independent School District 191

**CERTIFIED RESOLUTION
USE OF FACSIMILE SIGNATURES
BY PUBLIC OFFICIALS**

I _____ Clerk _____
(name of certifying official) (title or position)

of Independent School District #191
(name of governing body)

do hereby certify that the following resolution was duly adopted by said governing body at a meeting thereof duly convened and held on January 11, 2024, and is in full force and effect:

RESOLVED: That the use of facsimile signatures by the following named public officers _____

Chair Treasurer Clerk

on checks, drafts, warrants, warrant-checks, vouchers or other orders on public funds deposited in U.S. Bank of Minneapolis and Associated Bank, WI and hereby is approved, and that each said named person may authorize said depository bank to honor any such instrument bearing his/her facsimile signature in such form as he/she may designate and to charge the same to the account in said depository bank upon which drawn, as fully as though it bore his/her manually written signature, and that instruments so honored shall be wholly operative and binding in favor of said depository bank although such facsimile signature shall have been affixed without his/her authority.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of January, 2024.

CLERK _____
(certifying official)

INDEPENDENT SCHOOL DISTRICT 191

RESOLUTION AUTHORIZING TRANSFER OF FUNDS

From time to time, Independent School District 191 orally requests U.S. Bank of Minneapolis to transfer funds to other banks for credit to persons designated by this District in a manner which makes it inconvenient or impossible to execute the written authorizations, instructions and releases required by said Bank, so that the Bank may have standing instructions upon which to act pursuant to oral request for the transfer of funds:

Be it resolved, that Stacey Sovine, the Executive Director of Admin Services of this District is hereby authorized to enter into the Telephone/Funds (Wire) Transfer Agreement on behalf of this District with U.S. Bank of Minneapolis providing for telephonic requests for the transmission of funds belonging to this District upon the terms and conditions set forth in said agreement, and to delete and appoint such persons, from time to time, who may request such transfers on behalf of this District in accordance with such agreement.

The authority conferred herein shall continue in full force and effect until written notice of its revocation shall be received by said Bank at its office, or on December 31, 2024, whichever is earlier.

I, _____, Clerk of Independent School District 191, hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Education of said District at a meeting of said Board duly and regularly called; Noticed and held, and at which time was present a quorum of said Board on January 11, 2024, and that said resolution is in full force and effect.

I have hereunto subscribed my name this 11th day of January, 2024.

Clerk _____

Chairperson _____



Your Windows® Print Driver Solution to Electronic Signatures

IMPORTANT: Skyward will only accept forms that have been filled out completely. Be sure to include **payment information** in section 3 below to avoid processing delays.

Please allow **5 to 7** business days for processing.

eSign Electronic Signature

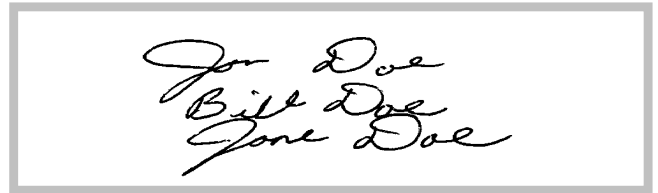
1. Place desired signature(s) inside the yellow box. Sign naturally and use a roller pen. (No markers please.) You may include a title in the signature box (optional). However, all signatures and titles must stay within the yellow box. (Samples below.)



Single Signature Sample



Multiple Signature Sample



2. Please indicate how you would like to use the eSign™ signatures within the Skyward Management System™.

Check all that apply.

<input checked="" type="checkbox"/> Finance Application	<input checked="" type="checkbox"/> Student Application
<input type="checkbox"/> Purchase Orders	<input type="checkbox"/> Transcripts
<input type="checkbox"/> Payroll Checks	
<input type="checkbox"/> Account Payable Checks	

3. Please select a Payment Option (The cost is \$250 per block regardless of the number of signatures within the block):

Purchase Order # _____ OR: Enclosed Check # _____

N/A - eSign included with original core purchase Qmlativ

4. Please complete required district information:

Burnsville Eagan Savage ISD 191
 School District

Tyler Dehne, Director of Finance
 Print Name and Title

 Authorized Signature

 Date

5. Contact Information: ("Authorized Signature" personnel will receive eSign instructions if no contact is provided.)

We are hosted by ISCorp. We are hosted locally. We are hosted other: _____

Please send eSign file instructions to the following contact: tdehne@isd191.org

6. Submit your Request: Return this form to the Skyward Sales Administration Department, ATTN: Sales Processing.

To expedite handling, please email the form directly to SalesProcessing@Skyward.com. Alternatively, the form may be mailed to our Skyward World Headquarters address listed below.



INDEPENDENT SCHOOL DISTRICT 191

RESOLUTION AUTHORIZING TRANSFER OF FUNDS

From time to time, Independent School District 191 orally requests Associated Bank, WI to transfer funds to other banks for credit to persons designated by this District in a manner which makes it inconvenient or impossible to execute the written authorizations, instructions and releases required by said Bank, so that the Bank may have standing instructions upon which to act pursuant to oral request for the transfer of funds:

Be it resolved, that Stacey Sovine, the Executive Director of Administrative Services of this District is hereby authorized to enter into the Telephone/Funds (Wire) Transfer Agreement on behalf of this District with Associated Bank, WI providing for telephonic requests for the transmission of funds belonging to this District upon the terms and conditions set forth in said agreement, and to delete and appoint such persons, from time to time, who may request such transfers on behalf of this District in accordance with such agreement.

The authority conferred herein shall continue in full force and effect until written notice of its revocation shall be received by said Bank at its office, or on December 31, 2024, whichever is earlier.

I, _____, Clerk of Independent School District 191, hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Education of said District at a meeting of said Board duly and regularly called; Noticed and held, and at which time was present a quorum of said Board on January 11, 2024, and that said resolution is in full force and effect.

I have hereunto subscribed my name this
11th day of January, 2024.

Clerk _____

Chairperson _____

INDEPENDENT SCHOOL DISTRICT 191
RESOLUTION AUTHORIZING TRANSFER OF FUNDS

From time to time, Independent School District 191 orally requests Minnesota School Districts Liquid Asset Fund Plus to transfer funds to other banks for credit to persons designated by this District in a manner which makes it inconvenient or impossible to execute the written authorizations, instructions and releases required by said Bank, so that the Bank may have standing instructions upon which to act pursuant to oral request for the transfer of funds:

Be it resolved, that Stacey Sovine, the Executive Director of Administrative Services of this District is hereby authorized to enter into the Telephone/Funds (Wire) Transfer Agreement on behalf of this District with Minnesota School Districts Liquid Asset Fund Plus providing for telephonic requests for the transmission of funds belonging to this District upon the terms and conditions set forth in said agreement, and to delete and appoint such persons, from time to time, who may request such transfers on behalf of this District in accordance with such agreement.

The authority conferred herein shall continue in full force and effect until written notice of its revocation shall be received by said Bank at its office, or on December 31, 2024, whichever is earlier.

I, _____, Clerk of Independent School District 191, hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Education of said District at a meeting of said Board duly and regularly called; Noticed and held, and at which time was present a quorum of said Board on January 11, 2024, and that said resolution is in full force and effect.

I have hereunto subscribed my name this
11th day of January, 2024.

Clerk _____

Chairperson _____

INDEPENDENT SCHOOL DISTRICT 191
RESOLUTION AUTHORIZING TRANSFER OF FUNDS

From time to time, Independent School District 191 orally requests MN Trust to transfer funds to other banks for credit to persons designated by this District in a manner which makes it inconvenient or impossible to execute the written authorizations, instructions and releases required by said Bank, so that the Bank may have standing instructions upon which to act pursuant to oral request for the transfer of funds:

Be it resolved, that Stacey Sovine, the Executive Director of Administrative Services of this District is hereby authorized to enter into the Telephone/Funds (Wire) Transfer Agreement on behalf of this District with MN Trust providing for telephonic requests for the transmission of funds belonging to this District upon the terms and conditions set forth in said agreement, and to delete and appoint such persons, from time to time, who may request such transfers on behalf of this District in accordance with such agreement.

The authority conferred herein shall continue in full force and effect until written notice of its revocation shall be received by said Bank at its office, or on December 31, 2024, whichever is earlier.

I, _____, Clerk of Independent School District 191, hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Education of said District at a meeting of said Board duly and regularly called; Noticed and held, and at which time was present a quorum of said Board on January 11, 2024 and that said resolution is in full force and effect.

I have hereunto subscribed my name this
11th day of January, 2024.

Clerk _____

Chairperson _____

INDEPENDENT SCHOOL DISTRICT 191

RESOLUTION AUTHORIZING TRANSFER OF FUNDS

From time to time, Independent School District 191 orally requests PMA Financial Network to transfer funds to other banks for credit to persons designated by this District in a manner which makes it inconvenient or impossible to execute the written authorizations, instructions and releases required by said Bank, so that the Bank may have standing instructions upon which to act pursuant to oral request for the transfer of funds:

Be it resolved, that Stacey Sovine, the Executive Director of Administrative Services of this District is hereby authorized to enter into the Telephone/Funds (Wire) Transfer Agreement on behalf of this District with PMA Financial Network providing for telephonic requests for the transmission of funds belonging to this District upon the terms and conditions set forth in said agreement, and to delete and appoint such persons, from time to time, who may request such transfers on behalf of this District in accordance with such agreement.

The authority conferred herein shall continue in full force and effect until written notice of its revocation shall be received by said Bank at its office, or on December 31, 2024, whichever is earlier.

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I have hereunto subscribed my name this 11th day of January, 2024.

Clerk _____

Chairperson _____



**Agenda IV.A.
January 11, 2024**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Dr. Chris Bellmont, assistant superintendent, Jesús Sandoval, principal,
and Sarah Noble, associate principal

Date: January 11, 2024

Re: Report about the Secondary Course Catalog

Receive a report about the Secondary Course Catalog from Dr. Chris Bellmont, assistant superintendent, Jesús Sandoval, principal, and Sarah Noble, associate principal.

Additions 2024-2025

INVER HILLS COLLEGE SUCCESS STRATEGIES (New course starting 2024-2025 - AA Program)

Course Number: IH1102

Grade Level: 12

Prerequisite: Must be Associate of Arts student

Assists students in successfully making their transition to college. Provides a supportive environment for the critical transition for students. Topics include: higher education culture, campus and community resources, financial and digital literacy, campus technology, academic and career goal setting, communication skills, time management and academic skills. IHCC INTS 1102

INVER HILLS 12A: THE RESEARCH PAPER (New course starting 2024-2025 - AA Program)

Course Number: IH0633

Grade Level: 12

Prerequisites: Completion of IH English 11A/11B (IH0511/IH0522)

Emphasizes critical analysis of fiction or nonfiction texts, at least one book-length, resulting in a research paper that reflects analysis and synthesis of multiple sources. Earn 3 college credits. IHCC ENG 1114

INVER HILLS 12B: AMERICAN LITERATURE (New course starting 2024-2025 - AA Program)

Course Number: IH0644

Grade Level: 12

Prerequisites: Completion of IH English 12A (IH0633)

Surveys American literature from 1860 to the present. Typical authors include Whitman, Chopin, Twain, Hemingway and Cather. Poets include Frost, Stevens and Rich. Fiction writers include O'Connor, Capote, Oates, Faulkner, Salinger and Barth. Earn 4 college credits. IHCC ENG 2215 4 CREDITS

EMR EMERGENCY MEDICAL RESPONDER Concurrent (Already have 8190 EMR. This is concurrent through Inver Hills for college credit)

Course Numbers: 8195

Grade Level: 10, 11, 12

Prerequisite: None, First Aid/CPR (4710) strongly recommended

College class with certification (Must meet the minimum GPA requirements of 2.5 for participation in 11th and 12th and 3.5 in 10th.)

EMR Emergency Medical Responder Are you interested in helping people? This 3-credit college course is a combination of hands-on labs and classroom learning.

Emergency Medical Responders provide immediate lifesaving care to critical patients who access the emergency medical services system. EMRs have the knowledge and skills necessary to provide immediate lifesaving interventions while awaiting additional EMS resources to arrive. EMRs are the entry level of the EMS system. This course is one that is suggested for anyone interested in exploring healthcare, law enforcement or fire response fields. Certification is dependent on passing a written and practical exam.

UPCYCLING AND EMBELLISHING

Course Numbers: 8015

Grade Level: 9, 10, 11, 12

Prerequisite: None

Introduces the concepts of upcycling and embroidery/embellishment. Students will review/learn basic sewing techniques and basic garment construction. Technology will be explored for designing, placement and use of color. Students will learn in small groups to problem solve and provide feedback for possibilities. Students would be required to create a minimum of two upcycled projects.

INVER HILLS INTRODUCTORY TO CHEMISTRY (AA Program option based on student requests)

Course Numbers: IH3600

Grade Level: 11

Prerequisite: Algebra II (2643/2644) or higher math

Introduces basic principles and concepts of chemistry to students who previously have had no chemistry or who desire a basic review of chemistry. This course is a lab science course designed for non-science majors and for students who need a basic chemistry course before

enrolling in college chemistry. Approved safety goggles and a lab apron are required.
Prerequisites: MATH 0840 with a grade of "C" or higher OR higher level math placement, either within the last 2 years. This course is Chem 1010 for 4 credit hours from Inver Hills CC.

CHILD GROWTH AND DEVELOPMENT CONCURRENT (Can be taken as an AA elective)

Course Numbers: 8055

Grade Level: 11, 12

Prerequisite: None

This course examines the major developmental milestones across cultures, both typical and atypical, for children from conception through age eight in the areas of physical, social, emotional, language, cognitive and aesthetic/creative development. While studying developmental theory, investigative/observational research methods and developmentally appropriate practices, students will observe children and analyze characteristics of development at various stages. The course emphasizes interactions between maturational processes and environmental factors. Through DCTC ECYD1215 Child Growth and Development 3 cr.

Deletions 2024-2025

DESIGN STUDIO (Replaced last year by level 2 design classes)

Course Number: 8011

Grade Level: 10, 11, 12

Prerequisite: Fashion Design (8021) or Housing and Interior Design (8071)

This course is designed as an advanced course to help students further develop their personal and career interests in the area of fashion design or housing and interior design. Students will have the opportunity to create individualized projects based on their interests by following the design process. They will use the building blocks of design theory discussed in Fashion Design or Housing and Interior Design as a foundation for their projects. Projects may include: fashion sketching, upcycled projects, sewing projects, decorating and furnishing a model home, floor plans, and landscape designs.

T.A.S.K TEACHING TO ACHIEVE SUCCESS (Replaced by our concurrent courses with Metro State)

FOR KIDS A & B

Course Number: 8301/8302

Grade Level: 11, 12

Prerequisite: Instructor approval

Note: Offered as a full-year course, may be taken twice for credit

Do you enjoy helping elementary students? T.A.S.K. (Teaching to Achieve Success for Kids) is a full-year course that trains students to teach age-appropriate lessons to District 191 elementary students. You will assist in a mentor teacher's classroom of your choice. Students prepare for a career in education or related fields by choosing and delivering curriculum and instruction to young students' developmental needs in a safe and collaborative environment. Teamwork, small group communication skills and preparing for peer-leadership roles at BHS are emphasized. Students provide their own transportation to the elementary schools.

Changes 2024-2025

ADVANCED PLACEMENT CALCULUS/ COLLEGE IN THE SCHOOL: Calculus AB: A & B
(Update prerequisite)

Course Number: 2811/2822

Grade Level: 11, 12

Prerequisite: Successful completion of Precalculus (2751/2762) or Honors Precalculus (2771/2782)

In Calculus AB you will study the derivative and its many applications first semester and the integral and its many applications second semester. The content of this course will prepare students for the Advanced Placement Examination. Successful completion of AP Calculus AB and the AP Examination may lead to college credit and/or advanced placement at the college level. The grading for this course is in accordance with the University of Minnesota college-level coursework Note: Calculator required: TI-84 Plus (TI-83 is compatible)

ADVANCED PLACEMENT STATISTICS: (Update prerequisite)

Course Number: 2951/2962

Grade Level: 11, 12

Prerequisite: Successful completion of Functions and Trigonometry (2741/2742) or Honors Functions and Trigonometry (2743/2744)

This AP course will provide you with learning in the following areas. 1)Exploring Data: Exploratory analysis of data makes use of graphical and numerical techniques to study patterns and departures from patterns. Emphasis is placed on interpreting information from graphical and numerical displays and summaries. 2)Planning a Study: Data must be collected according to a well-developed plan if valid information on a conjecture is to be obtained. Your plan will include clarifying the question and deciding upon a method of data collection and analysis. 3)Anticipating Patterns: Probability is the tool used for anticipating what the distribution of data should look like under a given model. 4)Statistical Inference: Inference from data can be thought of as the process of selecting a reasonable model and including a statement in probability language, of how confident one can be about the selection. An intensive review prepares students for the Advanced Placement Examination. Note: Calculator required: TI-84 Plus (TI-83 is compatible)

CHEF III: A & B (Update prerequisite)

Course Number: 8033/8034

Grade Level: 11, 12

Prerequisite: Chef I (8030) or Instructor Approval

Chef III prepares students for careers in food service and the hospitality industry, Minnesota's second-largest employer. Aspiring chefs, restaurateurs, and hospitality managers will master several cooking techniques through working in our classroom and the school's industrial kitchen while focusing on career planning, event management, menu planning, cost control, safety, and sanitation. Cooking topics will focus on advanced baking techniques, food preservation, garden manger, and international cuisines. Students will be required to participate in three additional events during each semester. Optional college credits may be earned through articulated credit agreements with local colleges.

Note: Students must meet uniform and hygiene requirements in order to prepare and serve food for public consumption.

BLACK & GOLD BAND: A & B (Name & Course number change - was Freshman Band. Change name in description also)

Course Number: 5506/5507

Grade Level: 9

Prerequisite: 8th grade band or instructor approval

Black & Gold Band reinforces good playing techniques and habits learned in middle school band, while performing a wide variety of challenging repertoire and presentations. The Black & Gold Band will study more mature musical concepts and techniques, with the primary focus on fostering quality breathing techniques, musicianship, characteristic tone and ensemble techniques. Attendance at several performances outside of the school day is required of all members. Members will be responsible for obtaining proper performance attire and miscellaneous supplies.

BLAZE BAND: A & B (Change Freshman Band to Black & Gold Band as a prerequisite.)

Course Number: 5511/5512

Grade Level: 10

Prerequisite: Black & Gold Band(5506/5507), or instructor approval

Blaze Band emphasizes good playing techniques and habits while performing a wide variety of challenging repertoire. The Blaze Band studies mature musical concepts and techniques, with the primary focus on furthering quality breathing techniques, musicianship, characteristic tone and ensemble techniques. Attendance at several performances outside of the school day is required. Members will be responsible for obtaining proper performance attire and miscellaneous supplies.

JAZZ ENSEMBLE: A & B (Change Freshman Band to Black & Gold Band as a prerequisite.)

Course Number: 5561/5562

Grade Level: 9, 10, 11, 12

Prerequisite: Audition required. The student must also participate in one of the following: Black & Gold Band (5506/5507), Blaze Band (5511/5512), Symphonic Band (5521/5522), or Wind Ensemble (5531/5532).

Jazz Ensemble has a balanced instrumentation of 18 to 21 members playing saxophone, trumpet, trombone, piano, bass, drums, and guitar, exploring the jazz idiom at an advanced level. You will perform original artistic jazz music in concert and learn the basics of jazz improvisation. You will also interpret and evaluate the music you perform through the study of basic music theory and jazz history.

SYMPHONIC BAND: A & B (Change Freshman Band to Black & Gold Band in description.)

Course Number: 5521/5522

Grade Level: 11, 12

Prerequisite: Participation in Blaze Band (5511/5512) or Instructor Approval

Symphonic Band continues the concepts studied in Black & Gold Band and Blaze Bands while performing a variety of band repertoire exploring many different music styles, historical periods, presentations and ability levels. In addition to furthering technical ability as individual musicians, great emphasis is placed on the development of musical interpretation and advanced playing skills. Attendance at performances outside of the school day is required. Members will be responsible for obtaining proper performance attire and miscellaneous supplies.

COMPETITIVE TEAM SPORTS (Flag Football, Basketball, Team Handball) (Change name from Contact Team Sports to Competitive Team Sports to better describe the class)

Course Number: 4040

Grade Level: 10, 11, 12

Prerequisite: Successful completion of ITF (4010)

This course covers fundamental skills, playing techniques, rules, and basic strategies for Flag Football, Basketball and Team Handball. You will play games where body contact is involved.

CHEMISTRY: A & B (Change description)

Course Number: 3631/3642

Grade Level: 11

Prerequisite: Completion of or concurrent enrollment in Algebra II (2643/2644) or Honors Algebra II (2671/2672)

In this course, you will engage in the study of the structure and composition of matter, basic atomic theory, the periodic table, chemical bonding, energy changes, naming compounds and writing chemical formulas, writing and balancing simple chemical equations, the mole concept, gas laws, kinetic theory, solution chemistry, ionization, and acid-base theory. You will also get to learn lab-based skills that will assist in your understanding.

EMR EMERGENCY MEDICAL RESPONDER (Change description)

Course Numbers: 8190

Grade Level: 10, 11, 12

Prerequisite: None, First Aid/CPR (4710) strongly recommended

EMR Emergency Medical Responder

Are you interested in helping people? Like hands-on learning?

Emergency Medical Responders provide immediate lifesaving care to critical patients who access the emergency medical services system. EMRs have the knowledge and skills necessary to provide immediate lifesaving interventions while awaiting additional EMS resources to arrive. EMRs are the entry level of the EMS system. This course is one that is suggested for anyone interested in exploring healthcare, law enforcement or fire response fields. Certification is dependent on passing a written and practical exam.



**Agenda IV. B.
January 11, 2024**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Cody Hoang, student board representative

Date: January 11, 2024

Re: Student Board Representative Monthly Report

Receive a report from Cody Hoang, student board representative.



**Agenda IV.C.
January 11, 2024**

To: Board of Education
From: Dr. Theresa Battle, superintendent
Date: January 11, 2024
Re: Superintendent Report

Receive a report from Dr. Theresa Battle, superintendent.



**Agenda IV. D.
January 11, 2024**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Board chair

Date: January 11, 2024

Re: Board Member Reports

Receive reports from board members.

School Board Minutes
 INDEPENDENT SCHOOL DISTRICT 191
 December 14, 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, Mursal, Werb, and Chair Hume were present. Dr. Theresa Battle, Superintendent, Student Board Representative substitute Emalee Tillbury, administrators, staff and members of the public were also present.

Attendance

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

Pledge of Allegiance

Moved by Miller, seconded by Chester, to approve the agenda. The motion carried unanimously (7,0)

Agenda

The Truth in Taxation Hearing began at 6:31 p.m. Received a report about the Public hearing for Taxes Payable in 2024 from Stacy Sovine, Executive Director of Administrative Services, and Matthew Hammer, Ehlers.

Truth in Taxation Hearing

No speakers signed up to speak at the Truth in Taxation Hearing.

The Public Hearing ended at 6:56 p.m. and the regular meeting reconvened immediately following.

Received a report about Rahn Elementary and William Byrne Elementary Schools from Dr. Chris Bellmont, Assistant Superintendent, Dr. Jon Bonneville, Principal, Mr. Brad Robb, Principal, Monet Barnes, Continuous Improvement Coach and Rahn Building Leadership Team Member, and Maryan Ali, Cultural Liaison.

Reports

Received a report about Read for the Record from Jason Sellars, Director of Community Education, and Cynthia Sampers, Early Learning Coordinator.

Received a report about FY25 Preliminary Budget Current Reality from Dr. Theresa Battle, Superintendent and Stacey Sovine, Executive Director of Administrative Services.

Received a verbal report about the MSBA Assembly from Chair Hume. Received reports on Board committees, appointments, and school assignments from Director Chester on behalf of the Legislative Committee, Director Alt on behalf of the Policy and Director Miller on behalf of the Negotiations Committees. Director Conner made a verbal report about the recent AMSD meeting.

Received a report from Emalee Tilbury, Student Board Representative.

Received a report from Dr. Theresa Battle, Superintendent.

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

-Approve the minutes of the regular board meeting and closed session on November 9, 2023 and the Board of Education Special Meeting and Board Retreat on November 29, 2023.

-Approve personnel recommendations for Abra Christianson, Brett Alt, Carolyn Hartwell, Hannah Wilcox, Kathryn Travaille, Donna Pfeiffer, Antonia Waters, Samantha Schwanke, Darcie Jamison, Debbie Hanson, Adam Iverson, Adro Ibrahim, Bounthavy Khamratthanome, Briseida Gonzalez, Candice Sullivan, Daniel Rojas, David Berthiaume, Dulmar Ahmed, Fadumo Nur, Gabriel Hubbard, Ibrahim Abdullahi, Jackie Sorensen, Jacquelyn Parkinson, Janet Wesley, Jordan Wein, Jordyn Queen, Kiersten Hansen, Kionna Hampton, Kylee Maupin, Morgan Hazelton, Paul Nesseth, Wanyi Xie, Bryan Dykstra, Nadia Sanchez, Shamso Haile, Staci Ho-Buttleman, Shamso Moalim, Abdimalik Mohamed, James Carlson, Jennifer Thornton, Nick Lindberg, Quincy Bryant, and SemSem Hassan

-Adopt a resolution to approve and accept donations as presented.

-Approve October payroll checks in the net amount of \$4,107,119.12. October claims to date, wire transfers and adjustments totaling \$10,489,379.15. Also, that the Board accepts October receipts of \$15,150,456.95 and investments for the General Fund and OPEB of \$82,278,417.23 as of October 31, 2023.

-Accept the Budget Analysis for the month ending October 31 2023.

-Receive a report about the Listening Session on November 9, 2023.

-Approve, on a second reading basis, Policies 406: *Public and Private Personnel Data*, 613: *Graduation Requirements*.

-Approve, on a first and final reading basis, changes to Policy 620: *Credit for Learning*

-Approve, on first and final reading basis, changes to Policy 206: *Listening Session Registration Card*

-Approve, non-substantive changes to Policy 504: *Student Dress and Appearance*

The motion carried unanimously (7,0).

Moved by Alt, seconded by Miller to approve the Final Certification of Property Tax Levy Payable in 2024. The motion carried unanimously (7,0).

Moved by Mursal, seconded by Chester to adopt a Resolution Combining Precincts for School District Elections. The motion carried unanimously (7,0).

RESOLUTION ESTABLISHING COMBINED POLLING PLACES FOR CERTAIN MULTIPLE PRECINCTS AND DESIGNATING HOURS DURING WHICH THE POLLING PLACES WILL REMAIN OPEN FOR

Consent Agenda
Minutes

Personnel
Donations
Checks, claims,
receipts and
investments

Budget Analysis
Listening Session

Policies

Final Certification
of Property Tax
Levy Payable in
2024

Resolution
Combining
Precincts for
School District

VOTING FOR SCHOOL DISTRICT ELECTIONS NOT HELD ON THE
DAY OF A STATEWIDE ELECTION

Elections

BE IT RESOLVED by the School Board of Independent School District No. 191, State of Minnesota, as follows:

1. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for school district elections are those precincts or parts of precincts located within the boundaries of the school district which have been established by the cities or towns located in whole or in part within the school district. The board hereby confirms those precincts and polling places so established by those municipalities.

2. Pursuant to Minnesota Statutes, Section 205A.11, the board may establish a combined polling place for several precincts for school elections not held on the day of a statewide election. The following combined polling places are hereby established to serve the precincts specified for all school district special and general elections not held on the same day as a statewide election:

COMBINED POLLING PLACE: Edward Neill Elementary School
13409 Upton Avenue
Burnsville, MN 55337

This combined polling place serves all territory in Independent School District No. 191 located in the City of Burnsville, P-02, P-07, P-11, and P-16; Dakota County, Minnesota.

COMBINED POLLING PLACE: Gideon Pond Elementary School
613 E. 130th Street
Burnsville, MN 55337

This combined polling place serves all territory in Independent School District No. 191 located in the City of Burnsville, P-06, P-08, P-09 and P-14; Dakota County, Minnesota.

COMBINED POLLING PLACE: Rahn Elementary School
424 Sandstone Drive
Eagan, MN 55122

This combined polling place serves all territory in Independent School District No. 191 located in the City of Eagan, P-03, P-04, P-06, P-09, P-11, P-12, and P-17; Dakota County, Minnesota.

COMBINED POLLING PLACE: Mary, Mother of the Church
3333 Cliff Rd E.
Burnsville, MN 55337

This combined polling place serves all territory in Independent School District No. 191 located in the City of Apple Valley, P-16, and the City of Burnsville, P-01, P-05 and P-10; Dakota County, Minnesota.

COMBINED POLLING PLACE: Vista View Elementary School
13109 County Road 5
Burnsville, MN 55337

This combined polling place serves all territory in Independent School District No. 191 located in the City of Burnsville, P-03, P-04 and P-17; Dakota County, Minnesota.

COMBINED POLLING PLACE: Harriet Bishop Elementary School
14400 O'Connell Road
Savage, MN 55378

This combined polling place serves all territory in Independent School District No. 191 located in the City of Savage, P-3, P-4, and P-8; Scott County, Minnesota.

COMBINED POLLING PLACE: Glendale United Methodist Church
13550 Glendale Road
Savage, MN 55378

This combined polling place serves all territory in Independent School District No. 191 located in the City of Savage, P-1, P-2 and P-7, and the City of Shakopee, P-4 and P-12A; Scott County, Minnesota.

3. Pursuant to Minnesota Statutes, Section 205A.09, the polling places will remain open for voting for school district elections not held on the same day as a statewide election between the hours of 7:00 o'clock a.m. and 8:00 o'clock p.m.

4. The clerk is hereby authorized and directed to designate a new or different combined polling place in the event that a designated combined polling has become unavailable for use, or in the event of an emergency in accordance with Minnesota Statutes, Section 204B.175.

5. The clerk is directed to file a certified copy of this resolution with the county auditors of each of the counties in which the school district is located in whole or in part within 30 days after its adoption.

6. As required by Minnesota Statutes, Section 204B.16, Subdivision 1a, the clerk is hereby authorized and directed to give written notice of new polling place locations to all registered voters in the school district whose school district polling place locations have been changed. The notice must be a non-forwardable notice mailed at least twenty-five (25) days before the date of the first election to which it will apply. A notice that is returned as undeliverable must be forwarded immediately to the appropriate County Auditor, who shall change the registrant's status to "challenged" in the statewide registration system.

Moved by Miller, seconded by Conner to approve Resolution for Tallying Write-Ins, Only if Write-in Votes are Greater Than a Candidate's Total Votes. The motion carried unanimously (7, 0).

RESOLUTION ESTABLISHING REFINED HAND COUNT PROCEDURES FOR SCHOOL BOARD ELECTIONS

WHEREAS, state election law generally requires the counting and

Resolution for
Tallying Write-Ins,
Only if Write-in
Votes are Greater
Than a

tabulation of each write-in vote for school board elections; and

WHEREAS, the process of counting write-in votes on election night can be time consuming and frequently does not produce a winning candidate; and

WHEREAS, the School Board is authorized by Minnesota law, specifically Minnesota Statutes, Section 204B.09, subd. 3(c), to adopt a resolution governing the counting of write-in votes for local elective office; and

WHEREAS, the resolution adopted by the School Board may require that write-in votes for an individual candidate can only be individually recorded if the total number of write-in votes for that office is equal to or greater than the fewest number of non-write-in votes for a ballot candidate; and

WHEREAS, the School Board desires to lessen the administrative burden on election workers by establishing a refined hand count procedure for School Board elections.

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School District No. 191, State of Minnesota, as follows:

1. Write-in votes for an individual candidate seeking election to a seat on the School Board will only be individually recorded if the total number of write-in votes for that office is equal to or greater than the fewest number of non-write-in votes for a ballot candidate.
2. The refined hand count procedure established herein shall apply to the counting of write-in votes cast during any primary election, special election, or general election held in the School District following the date of this resolution.
3. The resolution adopted herein shall remain in effect until a subsequent resolution on the same subject is adopted by the School Board.

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 191 (Burnsville-Eagan-Savage), State of Minnesota, was held in the School District on December 14, 2023, at 6:30 o'clock p.m., for the purpose, in part, of establishing a refined hand count procedure school board elections.

The following members were present: Directors Alt, Chester, Conner, Miller, Mursal, Werb, and Chair Hume

Chair Hume introduced the following resolution and moved its adoption:
RESOLUTION ESTABLISHING REFINED HAND COUNT PROCEDURES FOR SCHOOL BOARD ELECTIONS

WHEREAS, state election law generally requires the counting and tabulation of each write-in vote for school board elections; and

WHEREAS, the process of counting write-in votes on election night can be

Candidate's Total
 Votes

time consuming and frequently does not produce a winning candidate; and

WHEREAS, the School Board is authorized by Minnesota law, specifically Minnesota Statutes, Section 204B.09, subd. 3(c), to adopt a resolution governing the counting of write-in votes for local elective office; and

WHEREAS, the resolution adopted by the School Board may require that write-in votes for an individual candidate can only be individually recorded if the total number of write-in votes for that office is equal to or greater than the fewest number of non-write-in votes for a ballot candidate; and

WHEREAS, the School Board desires to lessen the administrative burden on election workers by establishing a refined hand count procedure for School Board elections.

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School District No. 191, State of Minnesota, as follows:

1. Write-in votes for an individual candidate seeking election to a seat on the School Board will only be individually recorded if the total number of write-in votes for that office is equal to or greater than the fewest number of non-write-in votes for a ballot candidate.
2. The refined hand count procedure established herein shall apply to the counting of write-in votes cast during any primary election, special election, or general election held in the School District following the date of this resolution.
3. The resolution adopted herein shall remain in effect until a subsequent resolution on the same subject is adopted by the School Board.

The motion for the adoption of the foregoing resolution was duly seconded by Conner. On a roll call vote, the following voted in favor: Directors Alt, Chester, Conner, Miller, Mursal, Werb, and Chair Hume

whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) ss.
 COUNTY OF DAKOTA)

I, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 191 (Burnsville-Eagan-Savage), State of Minnesota, hereby certify that the attached and foregoing is a full, true and correct transcript of the minutes of a meeting of the School Board of said school district duly called and held on the date therein indicated, so far as such minutes relate to establishing a refined hand count procedure for School

Board elections, and that the resolution included therein is a full, true and correct copy of the original thereof.
WITNESS MY HAND officially as such Clerk this 14 day of December, 2023.

Clerk of the School Board

Moved by Werb seconded by Chester to approve, on a first reading basis, changes to Policy 413: *Harassment and Violence*.
The main motion carried unanimously (7,0).

Policies

Moved by Conner, seconded by Mursal, approve, on a first reading basis, changes to Policy 506: *Student Discipline* and Policy 507: *Corporal Punishment*
The motion carried unanimously (7,0).

Moved by Alt, seconded by Chester that the Board of Education move to Close this meeting pursuant to Minnesota Statutes section 13D.03 to discuss negotiations.
The motion carried unanimously (7, 0).

Closed Session

The open meeting reconvened at 9:18 p. m.

The meeting adjourned at 9:18 p.m.

Adjourn

/s/ Lesley Chester
Lesley Chester, Clerk

January 11, 2024
Date Approved

DRAFT

School Board Minutes
INDEPENDENT SCHOOL DISTRICT 191
December 14, 2023

The closed session of the Board of Education was called to order by Chair Hume at 8:42 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, Mursal, Werb and Chair Hume were present. Others in attendance were Dr. Theresa Battle, superintendent, Dr. Chris Bellmont, assistant superintendent, Stacey Sovine, executive director of administrative services, and Aaron Tinklenberg, director of communication.

Attendance

The meeting was closed, as permitted by Minnesota Statutes 13D.03, to discuss ISD 191's labor negotiation strategies.

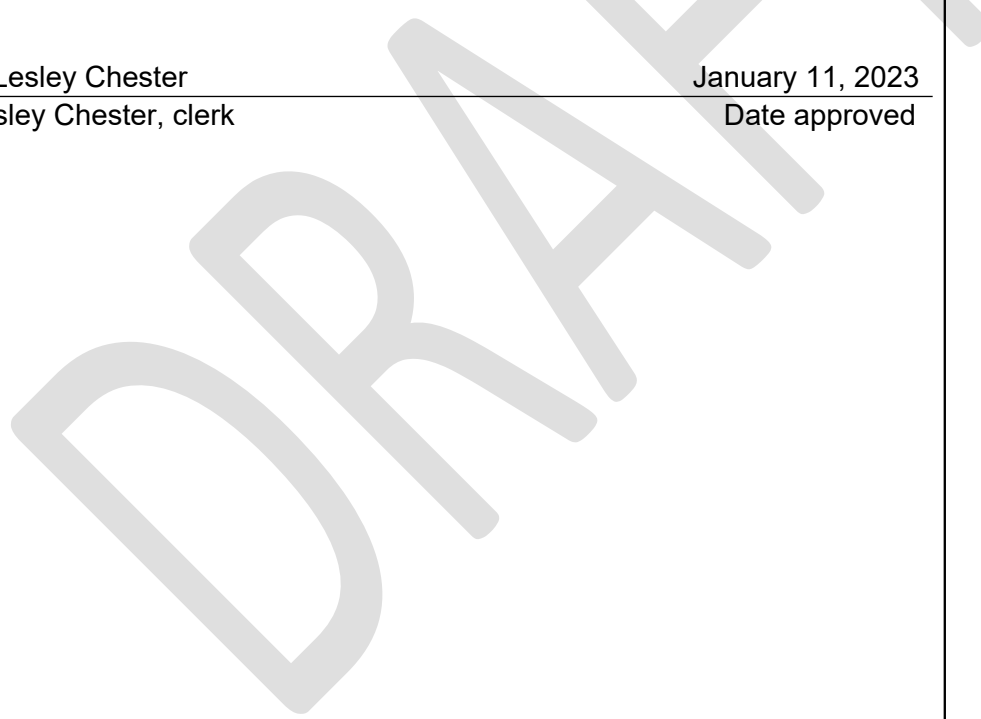
Purpose

The meeting adjourned at 9:18 p.m.

Adjourn

/s/ Lesley Chester
Lesley Chester, clerk

January 11, 2023
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: January 11, 2024

CLASSIFICATION	ACTION	NAME	FINAL	LOCATION	POSITION	EFFECTIVE DATE	HOURS / FTE
Certified	Change of Assignment	Braylon Lane	*	Eagle Ridge Middle School	Interventionist	01/03/2024	.92 FTE
Certified	Resignation	Kaitlin Bragg		WM. Byrne Elementary School	Teacher	12/18/2023	1.0 FTE
Certified	Resignation	SueAnn MacLachlan	*	Edward Neill Elementary	Teacher	01/01/2024	1.0 FTE
Certified	Retirement	Molly Holmes		Burnsville High School	Teacher	06/07/2024	1.0 FTE
Classified	Appointment	Chelsie Griesinger		Burnsville Alternative High School	Licensed Alcohol and Drug Counselor	12/18/2023	8 hours/day
Classified	Appointment	Hannah Szymanski		Harriet Bishop Elementary	Food Service Associate	01/02/2024	3.75 hours/day
Classified	Appointment	Paul McDevitt	*	Eagle Ridge Middle School	Weight Room- Head Coach	01/09/2024	Stipend
Classified	Appointment	Robert Bohr	*	Eagle Ridge Middle School	Educational Assistant	01/08/2024	6.5 hours/day
Classified	Appointment	Ronna Johnson		Nicollet Middle School	Boys Tennis- Head Coach	Spring Season	Stipend
Classified	Appointment	Samia Ahmed	*	Burnsville High School	Clerical	01/08/2024	8 hours/day
Classified	Appointment	Tammy Freeman		WM. Byrne Elementary School	Registered Behavior Technician	10/30/2023	8 hours/day
Classified	Change of Assignment	Christian Wollersheim	*	Burnsville Alternative High School	Custodial	01/02/2024	8 hours/day
Classified	Change of Assignment	Dawndra Broge	*	Burnsville High School	Multilingual Learner Program Project Manager	01/02/2024	8 hours/day
Classified	Change of Assignment	Nicholas Johnson	*	Gideon Pond Elementary	Custodial	01/15/2024	8 hours/day
Classified	Resignation	Molly Holmes		Burnsville High School	Band Pep	06/07/2024	Stipend
Classified	Resignation	Molly Holmes		Burnsville High School	BLT	06/07/2024	Stipend
Classified	Resignation	Molly Holmes		Burnsville High School	Musical Instrumental	06/07/2024	Stipend
Classified	Resignation	Tammy Freeman		WM. Byrne Elementary School	Educational Assistant	10/29/2023	7.25 hours/day
Classified	Retirement	Michele Starkey	*	Community Education	Community Education Manager	06/28/2024	8 hours/day



**Agenda V.A.3.
January 11, 2024**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Tyler Dehne, director of finance

Date: January 11, 2024

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 January 11, 2024.

Clerk – Board of Education

12/18/2023	Burnsville Savage Lion's Club	Community Education	Youth in Government	\$1,000.0
12/18/2023	Rahima Washe	Harriet Bishop Elementary	Give MN	\$25.0
12/19/2023	Dan Koch Construction	Community Education	Brainpower in a Backpack	\$1,000.0
12/20/2023	Valley Natural Foods	Community Education	Brainpower in a Backpack	\$2,220.4
12/20/2023	Elizabeth and Timothy Kauffman	Community Education	Brainpower in a Backpack	\$100.00
12/21/2023	Sheryl and Michael Burkhardt	Community Education	Brainpower in a Backpack	\$250.00
12/29/2023	Schuler Shoes fundraiser	Community Education	Brainpower in a Backpack	\$2,279.46
1/8/2024	Betty Rhodes	Burnsville Senior Center	Annual Giving	\$10
1/8/2024	Ann Sheedy	Burnsville Senior Center	Annual Giving	\$100
1/8/2024	John and Brenda Barton	Burnsville Senior Center	Annual Giving	\$100

Total monetary donation received: \$ 7084.86



**Agenda V.A.4.
January 11, 2024**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Dr. Chris Bellmont, assistant superintendent

Date: January 11, 2024

Re: Report about the Listening Session

Recommendation: Receive a report about the Listening Session on December 14, 2023

Two people spoke at the Listening Session on December 14, 2023

Amanda Schillinger, a community member spoke about transportation errors. Amanda runs a daycare in the area. She is concerned about students being put on an incorrect bus. She asked if bus drivers have policies and procedures in place. Over the past 7 years, it has been happening 2x per year.

Joshua Lazenby, a parent, spoke about an incident involving student behavior. He asked, "What is the line in the sand in order to kick out" a student? He shared this is a worry that there is not more that can be done.



**Agenda V.A.5.
January 11, 2024**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Stacey Sovine, executive director of administrative

Date: January 11, 2024

Re: Policy 413: *Harassment and Violence*

Recommendation: Approve, on a second reading basis, changes to Policy 413:
Harassment and Violence

The policy was reviewed at the Policy Review Committee on November 28, 2023.

Summary:

- MSBA: Updates “sexual orientation” definition to match 2023 legislative changes

Adopted: 03/94
Reviewed: 12/14/2023
Revised: 1/11/2024
Rescinds: JBA-ACA, ACA & ACA-R

Burnsville-Eagan-Savage School District Policy 413

413 HARASSMENT AND VIOLENCE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to maintain a learning and working environment free from harassment and violence on the basis of Protected Class. The school district prohibits any form of harassment or violence on the basis of Protected Class.
- B. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel harasses a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's Protected Class, as defined by this policy. (For purposes of this policy, school district personnel includes school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)
- C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's Protected Class.
- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's Protected class, and to discipline or take appropriate action against any student, teacher, administrator, or other school personnel found to have violated this policy.

III. DEFINITIONS

- A. "Assault" is:
 - 1. an act done with intent to cause fear in another of immediate bodily harm

- or death;
 - 2. the intentional infliction of or attempt to inflict bodily harm upon another; or
 - 3. the threat to do bodily harm to another with present ability to carry out the threat.
- B. “Harassment” prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual’s or group of individuals’ race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity or expression, or disability when the conduct:
- 1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
 - 2. has the purpose or effect of substantially or unreasonably interfering with an individual’s work or academic performance; or
 - 3. otherwise adversely affects an individual’s employment or academic opportunities.
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. Protected Classifications; Definitions
- 1. “Disability” means, with respect to an individual who:
 - a. has a physical, sensory, or mental impairment that materially limits one or more major life activities of such individual;
 - b. has a record of such an impairment; or
 - c. is regarded as having such an impairment.
 - 2. “Familial status” means the condition of one or more minors being domiciled with:
 - a. their parent or parents or the minor’s legal guardian; or
 - b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.

3. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
 4. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
 5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
 6. “Sexual orientation” means to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex or gender identity. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities.
 7. “Gender identity or expression” means the socially constructed roles, behaviors, activities, and attributes that a given society attaches to femininity or masculinity. The manner in which persons represent or express gender to others, often through behavior, clothing, hair style, activities, voice, or mannerisms. Or a person’s deeply held sense of knowledge of their own sex.
 8. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.
- F. Sexual Harassment; Definition
1. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
 - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual’s

employment or education; or

- c. that conduct or communication has the purpose or effect of substantially interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.

2. Sexual harassment may include, but is not limited to:

- a. unwelcome verbal harassment or abuse;
- b. unwelcome pressure for sexual activity;
- c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of students(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;
- d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
- e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
- f. unwelcome behavior or words directed at an individual because of sexual orientation, gender identity or expression.

G. Sexual Violence; Definition

- 1. Sexual violence is a physical act of aggression or force or the threat thereof that involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota Statutes, section 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.
- 2. Sexual violence may include, but is not limited to:
 - a. touching, patting, grabbing, or pinching another person's intimate parts;
 - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
 - c. coercing, forcing, or attempting to coerce or force sexual

intercourse or a sexual act on another; or

- d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to an individual's Protected Class.

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of Protected Class by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct that may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.
- E. A teacher, school administrator, volunteer, contractor, or other school employee

shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.

- F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.
- G. In the District. The school board hereby designates the executive director of administrative services as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.
- H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, or work assignments, or educational or work environment.
- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are

prohibited.

- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

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

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

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

V. INVESTIGATION

- A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.

- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulation.
- B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the targets or victims and alleged perpetrators of harassment or violence, the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.
- C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

VII. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged harassment or violence prohibited by this policy, who testifies, assists, or participates in an investigation of retaliation or alleged harassment or violence, or who testifies, assists, or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe

to deter violations and to appropriately discipline the individual(s) who engaged in the harassment or violence. Remedial responses to the harassment or violence shall be tailored to the particular incident and nature of the conduct.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

IX. HARASSMENT OR VIOLENCE AS ABUSE

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

X. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.
- B. This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- C. This policy shall appear in the student handbook.
- D. The school district will develop a method of discussing this policy with students and employees.
- E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, resourcefulness and/or sexual abuse prevention.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
 Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
 Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment)

and Violence Policy)
 Minn. Stat. § 121A.031 (School Student Bullying Policy)
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
 Minn. Stat. § 609.341 (Definitions)
 Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
 20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
 29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
 29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)
 42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
 42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
 42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
 42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References: Burnsville-Eagan-Savage Policy 102 (Equal Educational Opportunity)
 Burnsville-Eagan-Savage Policy 401 (Equal Employment Opportunity)
 Burnsville-Eagan-Savage Policy 402 (Disability Nondiscrimination Policy)
 Burnsville-Eagan-Savage Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 Burnsville-Eagan-Savage Policy 406 (Public and Private Personnel Data)
 Burnsville-Eagan-Savage Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
 Burnsville-Eagan-Savage Regulation 413 (Gender Inclusion)
 Burnsville-Eagan-Savage Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
 Burnsville-Eagan-Savage Policy 506 (Student Discipline)
 Burnsville-Eagan-Savage Policy 514 (Bullying Prohibition Policy)
 Burnsville-Eagan-Savage Policy 515 (Protection and Privacy of Pupil Records)
 Burnsville-Eagan-Savage Policy 521 (Student Disability Nondiscrimination)
 Burnsville-Eagan-Savage Policy 522 (Title IX Sex Nondiscrimination, Grievance Procedures and Process)
 Burnsville-Eagan-Savage Policy 524 (Internet Acceptable Use and Safety Policy)
 Burnsville-Eagan-Savage Policy 525 (Violence Prevention)
 Burnsville-Eagan-Savage Policy 526 (Hazing Prohibition)
 Burnsville-Eagan-Savage Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)
 Culturally Proficient School System (CPSS) Training



**Agenda V.A.6.
January 11, 2024**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Dr. Chris Bellmont, assistant superintendent

Date: January 11, 2024

Re: Policy 506: *Student Discipline*, and Policy 507: *Corporal Punishment*

Recommendation: Approve, on a second reading basis, changes to Policy 506: *Student Discipline*, and Policy 507: *Corporal Punishment*

The policy was reviewed at the Policy Review Committee on November 28, 2023

Summary:

- MSBA: Clarifies language around dismissals stating that they do not count as suspensions in Policy 506
- MSBA: Update reflects recent Attorney General opinions regarding Policy 507

Adopted: 5/04
Reviewed: 12/14/2023
Revised: 1/11/2024
Rescinds: JFC

Burnsville-Eagan-Savage School District Policy 506

506 STUDENT DISCIPLINE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

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

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

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

III. DEFINITIONS

- A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices include but are not limited to the policies and practices under sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).
- B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

IV. POLICY

- A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.
- B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.
- C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section [120B.02](#) and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.
- D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:
 - 1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The

school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;

2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and
3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

V. AREAS OF RESPONSIBILITY

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

restrain a student to prevent imminent bodily harm or death to the student or another.

- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or another.
- F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.
- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.
- I. Reasonable Force Reports
 - 1. The school district must report data on its use of any responsible force used on a student with a disability to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).
 - 2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).
 - 3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

VI. STUDENT RIGHTS

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

VII. STUDENT RESPONSIBILITIES

All students have the responsibility:

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

VIII. CODE OF STUDENT CONDUCT

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

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

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

36. Violation of the school district's Harassment and Violence Policy;
37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to damage school property;
41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity or expression, or disability.
43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;
44. Violation of the school district's one-to-one device rules and regulations;
45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

IX. RECESS AND OTHER BREAKS

- A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.
- B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.
- C. The school district must not use recess detention unless:
 - 1. a student causes or is likely to cause serious physical harm to other students or staff;
 - 2. the student's parent or guardian specifically consents to the use of recess detention; or
 - 3. for student's receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.
- D. The school district must not withhold recess from a student based on incomplete schoolwork.
- E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.
- F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.
- G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

X. DISCIPLINARY ACTION OPTIONS

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district code of conduct, , regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for

any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

- A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact;
- D. Parent conference;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R. Expulsion under the Pupil Fair Dismissal Act;

- S. Exclusion under the Pupil Fair Dismissal Act; and/or
- T. Restorative conversations or practices
- U. Reteaching expectations
- V. Other disciplinary action as deemed appropriate by the school district.

XI. REMOVAL OF STUDENTS FROM CLASS

- A. The teacher of record shall have the general control and governance of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as outlined in the Student/Parent Handbook. The building principal will work with the teacher to determine the length of the removal and plan for readmission.

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

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
 2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
 3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
 4. Other conduct, which in the discretion of the teacher or administration requires removal of the student from class.
- B. Prior to removing the student from the classroom, a teacher must employ response strategies, including a restatement of expectations (warning) so that the student understands that continual disruption might lead to removal from class. When the student's behavior is extreme or unsafe, an immediate removal may be warranted.
 - C. Within 24 hours of the removal, the teacher who removed the student must make a good faith effort to inform the student's parent or guardian by phone or in person that the student was removed from class. A good faith effort should include, as appropriate and/or necessary, multiple attempts to contact the parent and/or guardian using a variety of communication tools including, but not limited to phone calls, email, text messages, home visits, or other contacts. Efforts should be made to use the parent's or guardian's preferred method of communication, if known. The teacher must also submit a concise, objective written explanation of the basis

for the removal, using the appropriate district approved behavior documentation system.

- D. After the teacher has removed the student from class the teacher must notify the principal or designee in the appropriate district approved behavior documentation system of:
1. A record of teacher interventions and parent or guardian contacts,
 2. The basis for the removal,
 3. The interventions approved and other steps considered or taken to avoid the need for removal.
- E. When a teacher removes a student from class, the principal or designee shall follow up with teacher, student, and parent or guardian regarding next steps as it relates to the student code of conduct and the building student support plan.

XII. DISMISSAL

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

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

The school district shall not dismiss any student without attempting to use nonexclusionary disciplinary policies and procedures before dismissal proceedings or pupil withdrawal agreements, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

- B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:
1. Willful violation of any reasonable school board regulation, including those found in this policy;
 2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
 3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

C. Disciplinary Dismissals Prohibited

1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:
 - a. a preschool or prekindergarten program, including an early childhood family education, school readiness, school readiness plus, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or
 - b. kindergarten through Grade 3.
2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.
3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. Suspension Procedures

1. “Suspension” means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.
2. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.
3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening

for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the pupil's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for less than one school day, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.
5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed.
6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under

Minnesota Statutes 123A.05 selected to allow the pupil to progress toward meeting graduation standards under Minnesota Statutes 120B.02, although in a different setting.

7. The school administration shall not suspend a student from school without an informal administrative conference with the student. Effort will be made to include parent or guardian in the administrative conference. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.
8. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, petition the juvenile court that the student is in need of services under Minn. Stat. Ch. 260C.
9. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference.
10. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
11. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
12. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) days.

E. Expulsion and Exclusion Procedures

1. “Expulsion” means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.
2. “Exclusion” means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district’s intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56; describe the nonexclusionary disciplinary practices accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student’s own choosing, including legal counsel at the hearing; (2) examine the student’s records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district must advise the student’s parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE) and is posted on its website.
6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student’s own choosing, including legal counsel, at the student’s sole expense. The school district shall advise the student’s parent or guardian that free or low-cost

legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.

10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties

and the Commissioner of Education (Commissioner) of the basis and reason for the decision.

18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

XIII. ADMISSION OR READMISSION PLAN

A school administrator must prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student's behavior, which may include completing a character education program consistent with Minnesota Statutes section 120B.232, subdivision 1, and social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions. The plan must include reasonable attempts to obtain parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XIV. NOTIFICATION OF POLICY VIOLATIONS

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

In addition, the school district must report, through the MDE electronic reporting system, each exclusion or expulsion, each physical assault of a school district employee by a pupil, and each pupil withdrawal agreement within thirty (30) days of the effective date of the dismissal action, pupil withdrawal, or assault, to the MDE Commissioner. This report must include a statement of the nonexclusionary disciplinary practices, or other sanction, intervention, or resolution in response to the assault given to the pupil and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the pupil's age, grade, gender, race, and special education status.

XV. STUDENT DISCIPLINE RECORDS

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

XVI. STUDENTS WITH DISABILITIES

- A. Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.
- B. Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was
 - 1. caused by or had a direct and substantial relationship to the child's disability and
 - 2. whether the child's conduct was a direct result of a failure to implement the child's IEP.
- C. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise.
- D. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

- E. School personnel may order a change in the placement of a student with a disability for the same amount of time that a student without a disability would be subject to discipline, but not to exceed 45 school days, if a student with a disability:
1. carries or possesses a weapon; or
 2. knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance; or
 3. inflicts serious bodily harm upon another person; while on school transportation, at school, on school premises, or at a school function.

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

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

XVII. OPEN ENROLLED STUDENTS

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

XVIII. DISCIPLINE COMPLAINT PROCEDURE

Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied.

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;

2. provide an opportunity for involved parties to submit additional information related to the complaint;
3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;
4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;
5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and
6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

XIX. DISTRIBUTION OF POLICY

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

XX. REVIEW OF POLICY

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)

Minn. Stat. § 121A.60(Definitions)
 Minn. Stat. §§ 121A.60-121A.61 (Discipline and Removal of Students From Class)
 Minn. Stat. § 122A.42 (General Control of Schools)
 Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)
 Minn. Stat. § 124D.03 (Enrollment Options Program)
 Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)
 Minn. Stat. Ch.125A (Special Education and Special Programs)
 Minn. Stat. § 152.22 (Definitions)
 Minn. Stat. § 152.23 (Limitations)
 Minn. Stat. Ch. 260A (Truancy)
 Minn. Stat. Ch. 260C (Juvenile Safety and Placement)
 20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education)
 29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
 34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References: Burnsville-Eagan-Savage School District Policy 105 (Equity, Access & Excellence in Education)
 Burnsville-Eagan-Savage School District Policy 413 (Harassment and Violence)
 Burnsville-Eagan-Savage School District Policy 417 (Chemical Use and Abuse)
 Burnsville-Eagan-Savage School District Policy 419 (Tobacco Free Environment)
 Burnsville-Eagan-Savage School District Policy 501 (School Weapons)
 Burnsville-Eagan-Savage School District Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
 Burnsville-Eagan-Savage School District Policy 503 (Student Attendance)
 Burnsville-Eagan-Savage School District Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
 Burnsville-Eagan-Savage School District Policy 514 (Bullying Prohibition Policy)
 Burnsville-Eagan-Savage School District Policy 525 (Violence Prevention)
 Burnsville-Eagan-Savage School District Policy 526 (Hazing Prohibition)
 Burnsville-Eagan-Savage School District Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)
 Burnsville-Eagan-Savage School District Policy 610 (Field Trips)
 Burnsville-Eagan-Savage School District Policy 634 (Electronic Technologies Acceptable Use Policy)
 Burnsville-Eagan-Savage School District Policy 709 (Student Transportation Safety Policy)
 Burnsville-Eagan-Savage School District Policy 711 (Video Recording on School Buses)
 Burnsville-Eagan-Savage School District Policy 712 (Video Surveillance Other Than on Buses)

Adopted: 12/3/2015
Reviewed: 12/14/2023
Revised: 1/11/2024
Rescinds:

Burnsville-Eagan-Savage School District Policy 507

507 CORPORAL PUNISHMENT AND PRONE RESTRAINT

I. PURPOSE

The purpose of this policy is to describe limitations on use of corporal punishment and prone restraint upon a student.

II. GENERAL STATEMENT OF POLICY

No employee or agent of the school district shall inflict corporal punishment or use prone restraint upon a student except as provided below.

III. DEFINITIONS

1. "Corporal punishment" means conduct involving:
 - a. hitting or spanking a person with or without an object; or
 - b. unreasonable physical force that causes bodily harm or substantial emotional harm.
2. "Prone restraint" means placing a child in a face-down position.

IV. PROHIBITIONS

1. An employee or agent of a district shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct.
2. An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not use prone or compressive restraint except that the restrictions on prone and compressive restraints do not apply under the circumstances enumerated in Minnesota Statutes, section 609.06, subdivision 1(1). All peace officers, including those who are school resource officers or otherwise agents of a school district, may use force as reasonably necessary to carry out official duties, including, but not limited to, making arrests and enforcing orders of the court.
3. An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not inflict any form of physical holding that restricts or impairs a pupil's ability to breathe; restricts or

impairs a pupil's ability to communicate distress; places pressure or weight on a pupil's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a pupil's torso.

4. Conduct that violates this Article is not a crime under Minnesota Statutes, section 645.241, but may be a crime under Minnesota Statutes, chapter 609 if the conduct violates a provision of Minnesota Statutes, chapter 609. Conduct that violates IV.1 above is not per se corporal punishment under the statute. Nothing in this Minnesota Statutes, section 121A.58 or 125A.0941 precludes the use of reasonable force under Minnesota Statutes, section 121A.582.

V. EXCEPTIONS

A teacher, school principal, and other school staff may use reasonable force under the conditions set forth in Policy 506 (Student Discipline).

VI. VIOLATION

Employees who violate the provisions of this policy shall be subject to disciplinary action as appropriate. Any such disciplinary action shall be made pursuant to and in accordance with applicable statutory authority, collective bargaining agreements and school district policies. Violation of this policy may also result in civil or criminal liability for the employee.

Legal References: Minn. Stat. § 121A.58 (Corporal Punishment)
 Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
 Minn. Stat. § 123B.25 (Actions Against Districts and Teachers)
 Minn. Stat. § 609.06 Subd. 1 (6)(7) (Authorized Use of Force)
 Op. Atty. Gen. 169f (August 22, 2023) (School Pupils: Discipline)
 Op. Atty. Gen. 169f Supp. (September 20, 2023) (School Pupils: Discipline)

Cross References: Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 Burnsville-Eagan-Savage School District Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
 Burnsville-Eagan-Savage School District Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
 Burnsville-Eagan-Savage School District Policy 422 (Policies Incorporated by Reference)
 Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)



**Agenda V.A.7.
January 11, 2024**

To: Board of Education
Dr. Theresa Battle, superintendent

From: board chair

Date: January 11, 2024

Re: Schedule a Joint Meeting with the Burnsville City Council on January 30, 2024 at 5:30pm

Recommendation: Approve scheduling a joint meeting with the Burnsville City Council on Tuesday, January 30, 2024 at 5:30pm at Burnsville High School, located at 600 E, Hwy 13, Burnsville.

January 11, 2024 Board Meeting

Board Members' Questions and Staff Responses regarding BoardBook materials

(Regular Meeting Calendar)

Board Member Question	Staff Response
<p>In reviewing the resolution for Thursday's organizational meeting, I noticed a small issue in the section with board meeting dates. There is a notation that an asterisk (*) is to indicate Board meetings that are not on the 2nd or 4th Thursday of the month. However, in reviewing it, I noticed the following dates are missing that asterisk:</p> <ul style="list-style-type: none"> * June 20, 2024 * November 7, 2024 * November 21, 2024 	<p>Thank you for catching those missing asterisks. There was a challenge with formatting in copying the original information from google sheets into Microsoft Word. In order to have a clearer document a new table was created for the Board Book Recommendation and the asterisks were inadvertently left out of the new table. The updates have now been made to the latest draft.</p>

(Topic)

Board Member Question	Staff Response

(Topic)

Board Member Question	Staff Response



**Agenda IV.B.1.
January 11, 2024**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Stacey Sovine, executive director of administrative services

Date: January 11, 2024

Re: Proposed revisions is the 2023-2025 collective bargaining agreement with the Burnsville Food Services Association and Independent School District 191

Recommendation: That the board of education approve the proposed revisions and re-adopt the unchanged language in the 2023-2025 collective bargaining agreement with the Burnsville Food Services Association and Independent School District 191.

Negotiators for the Burnsville Food Services Association including Chief Negotiator, Shelly Johnson SEIU met with representatives from the District to negotiate a two-year agreement. The parties began negotiating on October 9 th , 2023, and reached a tentative agreement after three meetings on November 15th, 2023.

Highlights of the Agreement include:

- Removed dated language.
- Updated language to reflect changes in PELRA.
- School closing language including E-Learning.
- FS Asstistant Manager and Managers positions move to full year positions.
- Emergency Sick and Safety Leave Language added.
- Bereavement language changed to create consistency for all employees.
- Market adjustments because of difficulty in filling positions.
- 2 year increased cost \$216,423.
- 2 year package increase 11.25%.

Attachments:

Draft with mark-up of Language Changes

MASTER AGREEMENT

~~2021~~ - 2023 - 2025

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

and

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 284
FOOD SERVICE EMPLOYEES BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS**

2021 – 2023 - 2025
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ARTICLE I

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Section 1. Parties: THIS AGREEMENT is entered into between the School Board of Independent School District 191, Burnsville, Minnesota, and the Service Employees International Union Local 284. (Food Service Employees) in compliance with the Public Employment Labor Relations Act, to provide the terms and conditions of employment for Food Service Employees during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A. and the Bureau of Mediation Services order of November 12, 1982, Case No. 83-PR-329-A recognizes School Service Employees Local 284 as the exclusive representatives for Food Service Employees, as listed in the appropriate unit listed in Article III, Section 2, employed by the School Board of Independent School District 191.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and the P.E.L.R.A.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment shall mean the hours of employment, the compensation, including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term Food Service Employees shall mean all persons in the appropriate unit employed by the School District, in such classifications excluding the following: supervisory employees, part time employees whose services do not exceed thirty five percent (35%) of the normal work week, temporary, ~~including substitute or seasonal employees whose services do not exceed sixty seven (67) days per calendar year,~~ and emergency employees. ~~Included in the unit are all Food Service employees that do not meet the exclusion criteria. Food Service Manager, Food Service Assistant Manager, and Food Service Associates.~~ A normal work week shall be considered 35 hours per week.

Section 3. Other Terms not defined in the Agreement shall have those meanings as defined by P.E.L.R.A.

ARTICLE IV SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules regulations, directives and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by the Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives of orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of Board rights and duties shall not be deemed to exclude other inherent management rights and managerial functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

ARTICLE V EMPLOYEE RIGHTS

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Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or the representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

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

Section 3. Dues Check Off: With the authorization of the employee, each employee shall have the right to request and be allowed dues check off for the Union. The employee request shall be in the form of a written authorization, online sign-up, or audio recorded phone authorization submitted to the union. ~~The Union shall provide the District with the appropriate form of authorization (examples of appropriate form are: paper, electronic file, audio file) for dues/premier member dues deductions.~~

~~The deduction authorization notice from the Union will include certification from the Union that the Union has and will maintain a valid authorization from the employee for whom deductions will be made. The District may require a copy of the valid authorization form only if a dispute arises about the existence or terms of the authorization. The dues and/or political action committee deduction(s) authorization remains in effect until the District receives notice from the Union that an employee has changed or cancelled their authorization(s) in writing in accordance with the terms of the original authorizing document(s).~~

~~The School District agrees to honor and implement all the terms of the dues check-off authorization submitted and agreed to by the employee.~~ The School District shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted (including premier member) and all other provisions agreed to by the employee. ~~as stated in the authorization, irrespective of the employee's membership in the union.~~ Such dues will be remitted to the Union monthly.

Section 4. -The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the school District harmless from any and all actions, suits, claims damages, judgments, and executions or other forms of liability, liquidated or un-liquidated, which any person may have, now or in the future, arising out of or by exclusive representative as provided herein.

Section 5. ~~Upon request, the District shall make available to the Union a bargaining unit list of employees including name, address, work hours, work location, position, classification, wages schedule placement, and date of employment.~~

~~Within twenty (20) calendar days of date of hire, the District shall provide the following contact information to the Union, name, job title, worksite location, home address, phone numbers on file with the district, date of hire, email addresses, wage, number of hours normally scheduled to work each day, and number of duty days in the year. Every 120 calendar days the District shall make available to the Union a complete bargaining unit list of employees including this same information.~~

Section 6 New Hire Orientation: ~~The District will allow a Union designated representative to meet in person with newly hired employees for thirty minutes within thirty calendar days from the date of hire, during new employee orientations or (if the District does not conduct new employee orientations) at individual or group meetings. All employees participating in these meetings will be in pay status. The District will provide at least a ten day notice in advance of an orientation. Meetings may be held virtually or for longer than 30 minutes only by mutual agreement of the District and the Union.~~

ARTICLE VI COMPENSATION

Section 1. Rates of Pay:

2023.2024	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3
	LVL I	LVL I -- FOOD SERVICE ASSOCIATE	\$ 17.50	\$ 18.50	\$ 21.15
	LVL II	LVL II -- FOOD SERVICE ASSISTANT MANAGER	\$ 20.60	\$ 21.20	\$ 23.10
	LVL III	LVL III -- FOOD SERVICE MANAGER	\$ 25.30	\$ 25.90	\$ 27.50
2024.2025	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3
	LVL I	LVL I -- FOOD SERVICE ASSOCIATE	\$ 18.00	\$ 19.00	\$ 21.90
	LVL II	LVL II -- FOOD SERVICE ASSISTANT MANAGER	\$ 21.10	\$ 21.70	\$ 23.85
	LVL III	LVL III -- FOOD SERVICE MANAGER	\$ 25.80	\$ 26.40	\$ 28.25

The Food Service Manager at the high school will earn \$1.50 per hour in addition to the hourly rate listed for the Food Service Manager. The Food Service Manager at each middle school will earn \$.50 per hour in addition to the hourly rate listed for the Food Service Manager.

Section 2. ~~All contracted food service employees~~ Food Service Managers and Assistant Managers will be paid over 24 pay periods (9/15-8/30). Food Service Associates shall be paid over 20 pay periods (9/15-6/30).

Section 3. Effective July 1, 2024 2023, Employees who attain and maintain School Nutrition Association Certification will receive additional compensation in accordance with the table below. Level I shall receive \$.50 per hour above schedule. Employees who attain and maintain School Nutrition Association Certification Level II shall receive \$.65 per hour above schedule. Employees who attain and maintain School Nutrition Association Certification Level III shall receive \$.85 per hour above schedule. Employees who attain and maintain School Nutrition Association Certification Level IV shall receive \$1.00 per hour above schedule. When a certificate of completion from the School Nutrition Association is submitted to the Food Service Director within 90 days, pay adjustment will be made beginning on the following pay period per date of certification. The Food Service Director or designee will inform new employees of training opportunities.

School Nutrition Association Certification Level	Amount per hour above schedule
Level 1	\$.50
Level 2	\$.65
Level 3	\$.85
Level 4	\$ 1.00

Section 4. Other Food Service Classes: All employees shall be required to complete a SNA-Approved Nutrition Education Core Class and SNA-Approved Food Safety and Sanitation Core Course or equivalent as specified by the Food Service Director and become certified and maintain certification at Level I. New employees must complete the course within the first ninety (90) working days of their employment. Employees shall have SNA/MSNA Membership rights and SNA certification renewal fees covered through the district at no cost to the employee. Managers shall have the MN Food Service Manager Certificate renewal fee covered through the district at no cost to the employee. All costs for classes, initial certifications, and initial licenses are the responsibility of the employee. Compensation for additional course work shall be at the Food Service Director discretion. Assistant Managers must attain Level 3 and Managers must attain Level 4 within the first ninety (90) working days.

Section 5. Longevity Pay: Effective July 1, 2020, employees with five (5) years of District service in the unit shall receive an additional \$.55 per hour above base rate for the classification currently held. Employees with ten (10) years of District service in the unit shall receive an additional \$.80 per hour above base rate for the classification currently held. Employees with fifteen (15) years of District service in the unit shall receive an additional \$1.05 per hour above base rate for the classification currently held. Years of service for purposes of this Section shall mean full years of service except that the first year of service shall be counted if employment began prior to January 1 of that first year of service.

Longevity upon completion of service years in unit	Amount per hour above schedule
Completion of five (5) years	\$.55
Completion of ten (10) years	\$.80
Completion of fifteen (15) years	\$ 1.05

Section 6. Salary Step Increments: Employees shall advance to the next step on July 1, provided they have started by January 1st of the current calendar year.

Section 7. Temporary Salary Increments: Temporary Salary Increments: Regular, contracted employees who are assigned to fill the position of Food Service Manager or Food Service Assistant Manager on a temporary basis shall receive the higher rate of pay for \$2.50 per hour above their hourly rate for all hours performed hours worked in the higher paying classification provided they work the entire shift at a higher level.

Employees who work in a temporary assignment for at least 30 five (5) consecutive days shall receive the balance of the higher classification rate of pay. Pay is retroactive to day 1. will earn pay and leave accrual of that position for the period of time that they are in the position. They will revert back to their regular hours and leave accrual once the position has been filled. Leave shall be paid out at the rate of pay and number of hours of the temporary position (if accrued leave is available), while the employee is in the temporary assignment.

If an employee who works in a temporary assignment for at least 30 consecutive days and takes a personal day while in that assignment and the employee does not have sufficient personal leave accrued to cover the absence, the remainder shall be taken from sick leave absence, if available. Sick leave will be decremented only if the employee has not yet used any personal days during that school year. If sick leave absence is not available, the remainder of the time shall be unpaid.

Section 8. Outside Experience Allowance: Administration may place newly appointed but experienced personnel on a step above the starting salary if deemed necessary and in the best interests of the School District.

Section 9. Overtime Pay: All services rendered on an overtime basis shall be paid at one and one-half (1 ½) times the employee's regular hourly rate except on Sundays and holidays. Overtime on Sundays and holidays shall be compensated at double time the employee's regular hourly rate. A minimum of two (2) hours pay shall be paid when an employee is assigned to work on Sundays or holidays.

Section 10. Move to a New Classification: Employees moving into a different classification shall enter the new classification at the same step as they presently hold.

ARTICLE VII GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School Board.

Section 2. Health and Hospitalization Insurance:

Food Service employees who are employed four or more hours per day as of July 1, 2010 are eligible for insurance as described below. Current food service employees who work less than four hours per day as of July 1, 2010 and all employees hired on or after July 1, 2010 must work at least 6 hours per day in order to be eligible for insurance.

- Subd 1. Single Health and Hospitalization Insurance: The District will contribute an amount equal to 95% of the composite premium for an eligible employee who enrolls the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- Subd 2. Dependent Health and Hospitalization Insurance: The District will contribute an amount equal to 70% of the composite premium for an eligible employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- Subd 3. Both Spouses Employed: If an eligible employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.

Section 3. Dental Insurance:

- Subd. 1. Single coverage: The school district shall provide individual dental coverage for each full-time employee who enrolls in the plan. Benefits shall be in accordance with the insurance policy purchased by the School District.
- Subd. 2. Dependent coverage: Dependent coverage shall be available to each employee eligible for single coverage. The costs of dependent coverage shall be paid by the employee via payroll deduction. Employees eligible for dependent coverage must enroll before the inception day or within thirty (30) days of becoming eligible for dependent coverage. Failure to apply for coverage on the inception date or upon becoming eligible shall result in the forfeiting of future rights to dependent coverage. However, the following are exceptions to the previous sentence: A period of open enrollment scheduled by the employer or a change in status triggered by a qualifying event.

Section 4. Duration of Insurance Participation:

An employee is eligible for participation as provided in this Article as long as the employee is employed by the School District. In the event an employee is disabled and unable to work, the district will continue to make contributions as per the contract, for one year from the time an employee goes on LTD. In the event an employee is permanently disabled and unable to return to work, they may continue to participate in the District's plan at their own expense as per Minnesota Statute. Employees who are receiving a P.E.R.A. disability benefit or are receiving an annuity from PERA or have satisfied the age and service requirements and are eligible to receive an annuity from PERA may remain on the District's health insurance plan until eligible for Medicare.

Upon termination of employment, participation shall cease, subject to statutory and insurance company regulations.

Section 5. Life Insurance:

Effective July 1, 2010 employees who work four (4) or more hours per day shall be provided with life and dismemberment insurance coverage in the amount of \$50,000 at District expense. Insurance is to be subject to the insurance company's terms and conditions.

Section 6. Long Term Disability Insurance:

The District will furnish income protection insurance which takes effect after a qualified absence. Conditions are subject to the insurance company's terms and conditions.

ARTICLE VIII LEAVES AND ABSENCES

Section 1. All Leaves and Absences:

- Subd. 1. It is the responsibility of administration to prevent or remedy any abuse of policies on leaves and absences.
- Subd. 2. When administration has reason to believe that policies on leaves and absences are being abused, special action, investigation, and/or questioning, is obligatory for the benefit of all concerned. When such action is taken, the Union shall be so informed.
- Subd. 3. Leave time will be prorated for the first year if the hire date is after the beginning of the work year. Proration shall be applied by the number of work days remaining divided by the total number of work days.

Section 2. Sick Leave Absence:

- Subd. 1. All Food Service Employees shall earn sick ~~time leave absence~~ at the rate of ~~one (1)~~ **one and a half (1.5) days** for each month of service in the employ of the School District ~~for a total of ten (10) days per year.~~ **Up to 48 hours of accrued sick time shall satisfy sick and safe time required by state statute. Sick time will not accumulate while an employee is on unpaid leave or is receiving income protection benefits and shall only accumulate when an employee is actually working or on the District payroll.**
- Subd. 2. Unused sick ~~leave absence days time~~ may accumulate to a maximum credit of ninety ~~five (90)~~ **(95)** days of sick leave absence per employee.

- Subd. 3.** Sick leave absence with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness which prevented attendance and performance of duties on that day or days.
- Subd. 3.4.** Sick leave absence allowed time shall be deducted from the accrued sick leave absence upon submission of proper form.
- Subd. 4.5.** Sick leave absence time pay shall equal the current rate being paid. or at the scheduled rate if absence is needed at the beginning of the work year.
- Subd. 6.** At the beginning of each school year each employee shall be furnished an updated accounting of sick leave absence accumulation.
- Subd. 6** Employees can use their earned sick time for the employee's mental or physical illness, treatment or preventive care; a family member's mental or physical illness, treatment or preventive care; absence due to domestic abuse, sexual assault or stalking of the employee or a family member; closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.
- Subd. 7** Family members are defined as their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent); their spouse or registered domestic partner; their sibling, stepsibling or foster sibling; their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child; their grandchild, foster grandchild or step-grandchild; their grandparent or step-grandparent; a child of a sibling of the employee; a sibling of the parents of the employee; a child-in-law or sibling-in-law; any of the family members listed above of an employee's spouse or registered domestic partner; any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and up to one individual annually designated by the employee.
- Subd. 8** The total number of sick time accrued and available for use, as well as the total number of earned sick hours used shall be available to employees via the current online payroll system, i.e. Skyward.

Section 3. Worker's Compensation:

- Subd. 1.** The district will supplement the difference between the compensation received pursuant to the Worker's Compensation Act and the employee's regular rate of pay with accumulated sick and/or vacation time for employees who remain on payroll.
- Subd. 2.** A deduction shall be made from the employee's accumulated personal illness leave accrual time according to the prorata portions of days of personal illness absence time which is used to supplement Worker's Compensation.
- Subd. 3.** Such payment shall be paid by the School District to the employee only during the period for which the employee is receiving worker's compensation payments.
- Subd. 4.** In no event shall the additional compensation paid to the employee by virtue of personal illness absence result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.
- Subd. 5.** An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act shall receive the worker's compensation check and have the same amount withheld from District compensation.

- Subd. 1. Income Protection coverage will be provided to each eligible employee at District expense. Disability pay and the qualifying period will be governed by the policy in effect. The district will supplement long term disability payments with accrued sick leave for the period of time that runs concurrently with FMLA or 60 working days.
- Subd. 2. Such payment shall be paid by the School District to the employee only during the period of disability.
- Subd. 3. In no event shall the additional compensation paid to the employee by virtue of personal illness absence result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Section 5. Hardship Cases: Administration reserves the right to extend sick absence benefits or waive requirements in special hardship cases. Such consideration shall be governed by length of service.

~~Section 6. Family Illness: Three (3) days per year, non-cumulative, for serious illness and/or hospitalization of spouse, children, parents or former guardian of the employee that requires the personal attention of the employee. There shall be no age limit on children. Administration reserves the right to advance family illness leave in special hardship cases. Such consideration shall be governed by length of service.~~

Section 6 7. Bereavement Absence:

- ~~Subd. 1. Up to five (5) days per event shall be granted for a death in the immediate family. Immediate family shall include spouse, children, step children, parents, step parents or former guardians, significant other, grandparents, grandchildren, brother, sister and in-laws of a similar degree of relationship.~~
- ~~Subd. 2. When travel is involved, another two (2) days may be granted by administration for bereavement.~~
- ~~Subd. 3. Up to three (3) days shall be granted by administration for bereavement for aunt, uncle, nephew, or niece.~~

~~An employee may take up to five (5) days of paid bereavement leave per event for any death(s) that occurs in the employee's immediate family. For purposes of this Agreement, "immediate family" includes a spouse, children, parents or equivalent, siblings, grandparents, grandchildren, aunts, uncles, nieces, nephews and equivalent in-laws. The Executive Director of Administrative Services may, in their sole discretion, grant up to ten (10) additional days of bereavement leave per school year for reasons such as multiple deaths in the immediate family, out-of-state funerals or other extenuating circumstances.~~

Section 7 8. Leave of Absence:

- Subd. 1. After one (1) year of employment personal leaves of absence for acceptable causes without pay or any supplemental benefits, may be requested for periods up to twelve months subject to recommendation by administration and Board of Education approval.
- Subd. 2. Answers to requests for leave for extended period will be made in writing, subject to Board approval at the next regular Board meeting.
- Subd. 3. Requests shall be submitted as early as possible and in writing, dated and signed, shall include reasons for request and approximate duration of the requested leave.
- Subd. 4. Answers to written requests for emergency leave shall be given in writing as quickly as possible.
- Subd. 5. Holidays that fall during leaves do not qualify for compensation.
- Subd. 6. No benefits shall accrue while on personal leave; however, seniority shall continue to accrue for a maximum of one (1) year while an employee is on LTD leave.
- Subd. 7. Employees will be granted up to a (1) one year leave of absence if eligible for long-term disability. If an employee

is permanently disabled and unable to return to work, they can submit a resignation and retain eligibility for severance. They may request a leave extension.

Subd. 8. Employees hired to replace an employee on leave shall be on probation for a period of time equal to the duration of the leave.

Section 8.9. Personal Absence: After completion of the probationary period, employees earn one (1) personal leave day per year. Personal days may accrue to a maximum of three (3) days. With prior approval of the Director of Food Service, personal absence leave may be used on an hourly basis. The time allotted for personal leave will be based on the number of hours the employee is regularly scheduled to work at the time of the request.

Section 9.40. An employee who as of July 1 (a) has accumulated leave time in excess of seventy-five (75) hours determined as of June 15th of the same tax year, and (b) has taken one (1) or less leave days in the current school year shall have sufficient leave days converted at the rate equal to ~~five six~~ hundred dollars (~~\$500 \$600~~) which shall be contributed to an active ISD 191 approved 403(b) plan as of September 15th payroll.

An employee who as of July 1 (a) has accumulated leave time in excess of seventy-five (75) hours determined as of June 15th of the same tax year, and (b) has taken more than one (1) leave day up to three (3) leave days in the current school year shall have sufficient leave days converted at the rate of pay equal to three hundred ~~sixty~~ dollars (~~\$300 \$360~~) which shall be contributed to an active ISD 191 approved 403(b) plan as of September 15th payroll.

~~Effective July 1, 2020, additionally an employee who as of July 1 (a) has accumulated leave time in excess of seventy five (75) hours determined as of June 15th of the same tax year, and (b) has taken three (3) or less leave days in the current school year will be granted one (1) Emergency Closure Day equivalent to their regularly scheduled hours to use only when an emergency closure has been issued by the Superintendent. Emergency Closure Days can accumulate up to twenty four (24) hours and are non-transferrable.~~

An employee that takes more than three (3) leave days during the measurement period is not eligible for the conversion of leave days to a 403(b) contribution.

“Leave days” include all absences except Bereavement and paid days substituted for unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), as amended.

Effective July 1, 2021 the conversion rate for leave days shall be one hundred ~~twenty~~ dollars (~~\$100 \$120~~) per day.

ARTICLE IX HOURS OF SERVICE

Section 1. Basic Work Week: A regular work week shall consist of forty (40) hours, inclusive of lunch.

Section 2: Part-Time Employees: The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis. When possible, casual employees shall be allowed to fill in for absent employees.

Section 3: Shifts and Starting Time:

Subd. 1. Food Service Employees are employed on an hourly basis. Regular hours of work are determined by the Director of Food Services.

Subd. 2. Break Procedures: Employees working four (4) hours, but less than six (6) hours per day shall receive fifteen (15) minutes of paid break. Employees working six (6) hours but less than eight (8) hours per day shall receive thirty (30) minutes of paid break. The thirty (30) minutes may be taken as two fifteen (15) minute breaks or as one thirty (30) minute break. Employees working eight (8) hours per day shall receive an additional fifteen (15) minute paid break. Hours scheduled (start and end time of shift) will be inclusive of paid break periods.

Subd. 3. When an employee works additional hours for a period of at least 67 days, the employee's pay contract will be increased for purposes of sick leave, holidays, and insurance.

Subd. 4. On a day when an individual school does not serve lunch due to an early release, food service staff desiring their

regular hours will be assigned to another building for that day.

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Section 4: Work Year:

- Subd 1. ~~The Food Service Employees' Food Service Associates'~~ work year shall correspond with the official school calendar, plus two (2) days prior to the opening of school, the day after the end of the school year and every school day between these dates if cafeteria services are requested. Needs for cafeteria services are to be determined on a per-building basis. Additional workshop ~~days time~~ may be held when deemed necessary by administration. At least one (1) week notice shall be given if additional workshop ~~days are time is~~ scheduled.
- Subd 2. ~~This Agreement pertains to school year "work year" only. Any changes in patterns of school attendance affecting the summer months shall be made independent of this Agreement. Food Service Managers and Assistant Manager may be scheduled to work up to 221 days a year.~~
- Subd. 3. Up to two (2) appointed or elected representative to a position of leadership in SEIU Local 284 shall be granted time away from their workplace without pay, in order to represent the membership of their bargaining unit.

Section 5. Overtime Hours:

- Subd. 1. Work performed in excess of forty (40) hours per week shall be compensated for at the overtime rate of one and a half the hourly rate.
- Subd. 2. Time worked after the employees' normal shifts terminates for events not related to the normal school meal; i.e., athletic banquets, civic dinners, etc, is considered overtime of one and a half the hourly rate for all employees who work such events.
- a. Administration shall assign personnel to work these functions from a list of employees at the building where the event is to take place. Acceptance of the assignment shall be at the discretion of the employee.
 - b. In the event that all food service employees at the building decline the assignment, administration will offer the assignment to other employees as needed based on district wide seniority. Acceptance of the assignment shall be at the discretion of the employee.
 - c. In the event that an insufficient number of volunteers are available to staff an event, the Food Service Director shall assign the additional staff needed. The Food Service Director will make a reasonable effort to avoid involuntary assignments of staff with family or personal schedule conflicts. Three (3) days' notice prior to the event will be given.
- Subd. 3. The Food Service Director's approval must be given prior to working overtime.
- Subd. 4. Employees must be certified to SNA Level I in order to be assigned to work special functions or overtime hours.

ARTICLE X HOLIDAYS

Section 1. Recognized Holidays: Employees under this Agreement shall receive holiday pay on the following ~~eight (8)~~ **ten (10)** holidays: Labor Day, Thanksgiving and the day following, Christmas Eve Day, Christmas Day, New Year's Day, Memorial Day, **Juneteenth, July 4th**, and one floating holiday. The floating holiday will be scheduled with the approval of the employee's immediate supervisor.

Section 2. Eligibility: To be eligible for holiday pay, an employee **must be scheduled to work and** have worked the regular work day before and after the holiday. ~~unless the An~~ employee **scheduled to work the day before and after a holiday and** is on a paid excused leave of absence pursuant to this Agreement **shall receive holiday pay.**

Section 3. Holiday Pay: Holiday pay shall equal the current regular hourly wage earned by each employee.

Section 4. July 4th: ~~Employee's working the summer program shall receive pay for the July 4th Holiday equal to their summer daily rate of pay.~~

ARTICLE XI EMERGENCY CLOSING

Section 1. Emergency Closing:

- Subd. 1. If, after arriving on the job, the employee is dismissed by the Executive Director of Human Resources, each employee's average day's wages shall be paid, per the regular assignment.
- Subd. 2. When the decision is made that facilities will not be open for any emergency, including inclement weather, it will be announced as per the District 191 emergency school closing regulations published and distributed in November of each year. When such announcement is made, food service employees are not to report. The first emergency closing day will be paid. ~~If additional closing days occurs due to an emergency, which includes inclement weather, food service employees may first use personal business days for such absences beyond their control. Personal sick leave days may be used after personal days.~~ The first announcement shall be requested to be made by 6:30 a.m.
- Subd. 3. If one or more buildings, but not all buildings in the District, are closed for any emergency, administration shall notify the Food Service Manager, who is then responsible for notifying the crew of that building or buildings. When so notified, food service employees are not to report. The first emergency closing day will be paid. ~~If additional closing days occurs due to an emergency, which includes inclement weather, food service employees may first use personal business days for such absences beyond their control. Personal sick leave days may be used after personal days.~~
- ~~Subd. 4. E-Learning days are weather related. In the event the District declares an e-learning day and employees are directed not to report to their worksite, employees will be paid their normal rate of pay, for normally scheduled work hours for the duration of the e-learning period. Employees may be retained on an on-call basis for any potential need.~~

ARTICLE XII EMPLOYMENT

Section 1. Annual Employment Basis: Employees covered by this Agreement who work only the normal school year and only as needed during the summer months shall be considered as employees for the full fiscal year.

Section 2. Call Back: The Food Service Manager is responsible for eliminating losses because of perishables. If school is closed and some work must be done, the Food Service Manager will check with the Food Services Director for determination if work is necessary. Pay will be the actual time worked at regular rate with a minimum of two (2) hours.

Section 3. Job Posting:

- Subd. 1. During the school year, job vacancies will simultaneously be e-mailed to kitchen managers and posted on the District website for a period of five working days. Kitchen managers will forward information to all employees at each site. Internal applicants for assistant Food Service Manager and Food Service Manager shall receive interviews.
- Subd. 2. New positions or vacancies shall be posted on each kitchen bulletin board for a period of five (5) workdays. The posting shall include the position, job description, hours, and location of the job.
- Subd. 3. Seniority, ability, and job performance will be considered in filling posted positions. Administration reserves the right to final decision.
- Subd. 4. New employees and employees selected to fill posted positions at a higher level shall be on a probationary status for a period of ninety (90) days worked. Employees who have been promoted to a higher level position and are not successful in this position will be returned to their previous classification. Employees may self-select to return to their previous held classification with notice prior to the end of ninety (90) days worked. Employees returning to a previously held classification and hours need not serve a new probationary period.
- Subd. 5. Posted vacancies will be filled as soon as possible but not later than within six (6) weeks.

- Subd. 6. Consistent qualifications shall be established for all positions and shall be consistently included on the job posting.
- Subd. 7. The union steward(s) shall also be notified of all staffing changes and changes to hours. The Steward shall keep the information confidential.

Section 4. Physical Examinations: Physical exams, chest x-rays or Mantoux tests which are given by the District shall be paid for by the District.

Section 5. Jury Duty: Employees shall be paid the difference between their regular daily wage (per Personal illness absence pay calculation) and their jury duty pay if required to serve on jury duty.

Section 6. Court Appearances: Employees shall receive regular pay when subpoenaed to appear in court unless the employee has initiated the action.

Section 7. Uniforms:

- Subd. 1. New employees will be reimbursed for uniform expenses upon successful completion of the probationary period. The District will provide \$85 dollars after successful completion of the first half of the probationary period and another \$85 after successful completion of the second half of the probationary period. The district will not provide more than the amount identified in Subd. 2 in any given school year.
- Subd. 2. Effective July 1, 2015, the District will provide an annual uniform allowance of \$170.00 for all active returning Food Service Employees who are members of this Unit on September 15.

Section 8. Termination of Employment:

- Subd 1. Voluntary Termination: Employees are required to submit written resignations at least two (2) calendar weeks prior to the effective date in order to terminate their employment in good standing.
- Subd 2. Termination of Employment (Involuntary)
 - a) Probationary Employees: All employees who have worked for less than ninety (90) days are considered probationary employees and can be dismissed by administration.
 - b) Regular, contracted Employees: All employees who have worked ninety (90) days are considered regular, contracted employees and can be dismissed by administration. Dismissals based on performance evaluation shall be subject to the grievance procedures up to and including arbitration.
- Subd. 3. Discipline: The administration will discipline employees for just cause only. Discipline will normally be in the following form:
 - a) Letter of Reprimand
 - b) Letter of Deficiency
 - c) Suspension
 - d) Discharge

Section 9. Mandatory Retirement: The District will comply with applicable federal and state laws.

Section 10. Layoff: If conditions warrant reduction of staff, as determined by administration, the last persons employed shall be the first to be released. Provided, however:

- a) When two (2) or more employees are hired at the same time, certified employees shall be deemed to be senior to non-certified employees.
- b) In the event the affected employees who are hired at the same time are all certified, seniority ranking shall be determined by certification dates.

- c) In the event the affected employees who are hired at the same time are not certified, seniority ranking shall be determined by a drawing of numbers by each affected employee. The employee drawing the lowest number shall have the highest seniority.

Each affected employee shall receive two (2) weeks' notice, or pay in lieu thereof.

Subd 1. Bumping in Lay-Off: In the event conditions necessitate a reduction of bargaining unit employees within any position title classification, the following procedure will be used:

1. The least senior person in any level based on benefit eligibility and the employee's seniority pursuant to Section 10 of this Article to be reduced will be the first one laid off, and the next in line would follow, and so on, until the reduction has been met, providing the remaining employees have the qualifications, certifications and license to perform the work required.
2. The Bumping process is designed to allow a displaced senior employee the ability to maintain their level, benefits, and hours if there is a less senior employee with the same level, benefits, and hours. This is referred to as hold-harmless.
3. A vacancy is considered the least senior employee at that level until all vacancies are filled.
4. A displaced senior employee may bump the least senior employee that will keep the displaced senior employee hold-harmless.
5. A displaced senior employee may not increase their level in the bumping process.
6. If a displaced senior employee is not able to bump a less senior employee and remain hold-harmless, then the displaced senior employee may bump the least senior employee within the level with more hours to protect their level as long it does not change their benefit status in the bumping process. A less senior employee with benefits may not be bumped by a more senior employee without benefits.
7. If a displaced senior employee does not accept a hold-harmless position, they may bump the next less senior employee at their site and accept a lay-off for a reduction in level, hours, and/or benefits.
8. If an employee is displaced as the result of school closure, starting with the highest level, the employees will follow the bumping process. If more than one school closes, the most senior employee, starting at the highest level, will have first choice of the least senior position that will keep the senior employee hold-harmless or bump the next less senior employee and accept a lay-off for a reduction in level, hours, and/or benefits.
9. Benefit eligibility and position by level shall be the determining factors. A less senior employee may not displace a senior employee.

Subd 2. Notice of Recall: If within one (1) year from date of lay-off, the working force is subsequently enlarged, the reverse procedure will be used to rehire. The last one laid off will be the first offered the position and so on until the number to be reemployed is reached. If an employee turns down the offer to be reemployed, the employee forfeits any further rights to rehire. Employees on lay-off for one (1) year or less shall continue to accrue seniority and when returned to work shall be placed in the appropriate wage step. The right of recall shall exist through September 30 of the year following lay-off.

Section 11. Reduction of Hours: In reducing employees' hours due to lack of work, the hours will be reduced based on seniority and the needs of the school. No bumping into other classifications or at other schools shall be permitted. In the event the affected employees are hired at the same time, Article XII, Section 10, a, b, and c, shall apply. If an employee who is covered under the District's insurance plan has their hours reduced below the required number for insurance coverage, they shall be allowed to continue to receive the same coverage and contribution as before the reduction for the remainder of the school year. Within any single building, no position of three (3) hours or more will be reduced or eliminated until all positions of less than three (3) hours within that building are eliminated.

ARTICLE XIII FOOD SERVICE RETIREMENT TRUST (403B PLAN)

The purpose of the 403(b) plan is to encourage employees to develop a financial plan for their future by providing funding, which would have otherwise been available at retirement, for investment during the course of employment with the District. This plan will require participation by the employee, coupled with a matching contribution from the District.

Plan A:

- Subd 1. **ELIGIBILITY:** Employees who were members of the unit prior to April 18, 1996 will have a two-month window to elect to move from Plan A to Plan B. The election window extends from May 1, 2002 to July 1, 2002. Once selected an employee is committed to that plan.
- Subd 2. Employees who have served ten (10) or more years in this unit shall receive a one-time lump-sum payment upon termination, provided employment began before July 1, 1998. An employee qualifies for a payment of \$600 if they have worked five (5) or more hours per day during the last year of employment. An employee qualifies for a payment of \$400 if they have worked less than five (5) hours per day during their last year of employment.
- Subd 3. Employees who have served fifteen (15) or more years in this unit shall receive a one-time lump sum payment of \$800.
- Plan B:
- Subd 1. **ELIGIBILITY:** A District match to a 403(b) program is available to employees who opted for Plan B of Article XII during the open window timeframe as described in Section 12, Plan A, Subd 1 and are beginning their fourth (4th) year of work in the District at .5 FTE or more. Employees hired on or after April 19th, 1996, shall be eligible to participate in the 403(b) plan, and shall not be eligible for the Early Retirement benefits under Plan A.
- Subd 2. Any employee on unpaid leave of absence shall not be eligible to participate in the plan.
- Subd 3. Once an eligible employee elects to participate in the 403(b) annuity matching program, said election is for that school year and will continue each subsequent year unless modified by the employee.
- Subd 4. **AMOUNT OF MATCHING CONTRIBUTION:** Effective July 1, 2018, the District shall match up to \$750 (seven hundred fifty dollars) per school year of the employee's contribution to the 403(b) plan.
- Subd 5. **MAXIMUM DISTRICT CONTRIBUTION:** The amount the District shall contribute to any employee's 403(b) plan shall not exceed Twenty thousand dollars (\$20,000.00) during the time of the employee's employment with the District.

Upon Contract Ratification this Article will be deleted unless there are not enough employees to run summer programming. If additional staff are needed it will be moved to a MOU.

ARTICLE XIV SUMMER PROGRAM

Section 1 If the district runs a summer program that requires district food service to prepare and provide meals, the position will be posted. The successful candidate must have their food manager certification issued by the MN Department of Health. Preference will be given to food service staff at who's building the program is housed. The successful candidate will receive base Food Service Manager pay + any differential or their current rate, whichever is higher. Leave benefits do not accrue during summer hours.

Section 2 If additional staff is needed, they shall be paid at the Food Service Associate lane and their current step of pay + any differential.

Section 3 Subs shall be paid at the rate established by the District. Effective July 1, 2015, if a Food Service Associate subs, they shall be paid on the Food Service Associate lane according to the step they were on during the school year that just completed. If a Food Service Manager subs for another Food Service Manager, they shall be paid on the Food Service Manager lane according to the step they were on during the school year that just completed.

Section 4 The District may hire student workers to do meal counts and clean tables at a seasonal rate of pay as established by the District.

ARTICLE ~~XV~~XIV GRIEVANCE PROCEDURE

Section 1. A claim by an employee or the exclusive representative that there has been a violation, misinterpretation or misapplication of

any provision of this agreement may be processed as a grievance as hereinafter provided.

Section 2. Level I: In the event that an employee or the Union believes there is a basis for a grievance, the employee shall complete the District grievance form and submit a copy to the grievor and another copy to the Human Resources Office within twenty (20) working days of the alleged grievance.

The grievor shall meet with the grievant within ten (10) working days of the receipt of the completed proper form and render a written decision within five (5) working days of the meeting. A copy of the decision will be sent to the Human Resources Office for inclusion in the grievant's file.

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

Section 4. Level III: If the employee is not satisfied with the disposition of the grievance by the Executive Director for Human Resources, the alleged grievance may be submitted to arbitration. Notification of dissatisfaction shall be made, in writing, to the Superintendent of Schools within ten (10) working days after decision has been rendered.

The dispute will be submitted to an arbitrator selected and agreed upon by both parties. If the parties cannot agree upon an arbitrator within five (5) working days from the notification date that arbitration will be pursued, the Bureau of Mediation, in accord with its rules, shall govern the arbitration proceeding. The arbitrator shall have no power to alter, add to or subtract from the express terms of this contract. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 5. The employee may have a Union representative either join or represent her at any level at the employee's discretion.

Section 6. If a grievance is not presented or transmitted within the time limits set forth above, it shall be considered "waived." The time limit in each step may be extended by mutual written agreement of the parties.

Section 7. Notwithstanding the expiration of the agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

Section 8. No reprisals of any kind will be taken by the Board or the school administration against any employee because of her participation in this grievance procedure.

Section 9. When mutually agreed, grievances may be heard during the school day. The District agrees to pay the regular salary for up to three (3) employees per grievance who participate in a grievance during the school day. Additional employees up to seven (7) per grievance may be available for grievances held during the school day at no pay from the district.

Section 10. The Executive Director of Human Resources may appoint a designee to act at Level II.

ARTICLE XVI-XV SENIORITY

Section 1. Definition Seniority shall mean continuous length of service from the first day of work in a permanent position in this unit based upon the date of board approval. Upon request, the union steward will be provided with a seniority list.

ARTICLE XVII DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2019, through June 30, 2021, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of the Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School Board and Exclusive Representative

representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this agreement, shall not be open for negotiations during the term of the Agreement.

Section 4. Severability: The provisions of the Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

Master Agreement
2024-2023-2025
Board of Education
Independent School District 191

And

Service Employees International Union Local 284
Food Service Employees

FOR: School Service Employees

FOR: Independent School District 191

Contract Organizer

Board Chair

Union Steward

Board Clerk

Date

Chief Negotiator

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Food Service Employees of the School District as follows:

- 1. The parties have entered into a collective bargaining agreement covering the period July 1, 2023 through June 30, 2025.
- 2. Management and staff agree that adequate staffing in district kitchens is an important factor in service quality and employee satisfaction. In order to work cooperatively toward improvements in this area, management and the Union shall each appoint up to four (4) representatives to a Joint Labor/Management Kitchen Staffing Committee. Management's appointees shall include the Director of Food Service and the Director of Human Resources. The Union's appointees shall include the union Steward(s). The committee shall meet at least three (3) times per school year during the duration of this agreement. The goal of the committee shall be to produce annual written recommendations to the Cabinet on improvements to areas including, but not limited to, staffing levels in kitchens, recruitment of new staff, recruitment and training of substitutes and methods for assigning substitutes.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2025.

SEIU LOCAL 284
450 Southview Blvd.
South St. Paul, MN 55075-2395

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

Union Representative

Employer Representative

Dated: _____

Dated: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Food Service Employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2023 through June 30, 2025.
2. All Foodservice employees are eligible to receive a \$400 referral bonus for any new candidate they refer for a regular school year Food & Nutrition Services position, under the following conditions:
 - i. The candidate is selected for employment and successfully passes the probationary period and is retained for employment.
 - ii. The candidate was not a current substitute or employee of the district when they applied for the position.
 - iii. The candidate identified the foodservice employee who referred them in the hiring process.
3. If these conditions are met, a bonus of \$400 dollars shall be paid to the referring employee within thirty (30) days of the new employees' completion of probation.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2025.

SEIU LOCAL 284
450 Southview Blvd.
South St. Paul, MN 55075-2395

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

Union Representative

Employer Representative

Dated: _____

Dated: _____

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Food Service Employees (hereinafter referred to as the Union), representing the Food Service Employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2023 through June 30, 2025.
2. The Union and the School District agree the service provided by "Amplify" is an independent option for certain healthcare services separate from the District's medical insurance plan. This service provides no aggregate value to the medical insurance coverage provided to district employees. The "Amplify" service was added to provide employee choice for care as an independent option to the medical insurance coverage and is completely dependent on "Amplify" being able to provide their services to district employees. This service is unrelated to the District's medical insurance plan.
3. The School District may end its relationship with "Amplify" at any time and it is understood that the termination of that relationship does not impact the aggregate value of the District's medical plan or negotiated employee benefits.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2025.

Food Service Employees
Burnsville, MN 55337

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

Union Representative

Employer Representative

Dated: _____

Dated: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Food Service Employees of BES (hereinafter referred to as the Union), representing the Food Services employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2023 through June 30, 2025.
2. In the event that the District changes its Long-Term Disability Insurance plan to a plan that has a longer qualifying period than 30 working days, the District agrees to provide a Short-Term Disability Plan with a qualifying period no more than 14 calendar days.
3. The District agrees that up to one-third (1/3) of a day of accrued sick leave may be used to supplement the Short-Term Disability income per work day on leave.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2025.

Food Service Employees
Burnsville, MN 55337

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

Union Representative Chair

Employer Representative

Dated: _____

Dated: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Food Service Employees of BES (hereinafter referred to as the Union), representing the Food Services employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2023 through June 30, 2025.
2. Eligible employees for this MOU include those that have accepted the immediate transition to 221-day employment.
3. Notwithstanding Article VIII, Section 9: After completion of probationary period, employees earn (2) personal leave day per year. Personal days may accrue to a maximum of four (4) days. With prior approval of the Director of Food Service, personal absence leave may be used on an hourly basis. The time allotted for personal leave will be based on the number of hours the employee is regularly scheduled to work at the time of the request.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2025.

Food Service Employees
Burnsville, MN 55337

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

Union Representative Chair

Employer Representative

Dated: _____

Dated: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Food Service Employees of BES (hereinafter referred to as the Union), representing the Food Services employees of the School District as follows:

- 1. The parties have entered into a collective bargaining agreement covering the period July 1, 2023 through June 30, 2025.
- 2. In the event there are not enough employees to run summer programming with 221 day employees:

Section 1 If the district runs a summer program that requires district food service to prepare and provide meals, the position will be posted. The successful candidate must have their food manager certification issued by the MN Department of Health. Preference will be given to food service staff at who's building the program is housed. The successful candidate will receive base Food Service Manager pay + any differential or their current rate, whichever is higher. Leave benefits do not accrue during summer hours.

Section 2 If additional staff is needed, they shall be paid at the Food Service Associate lane and their current step of pay + any differential.

Section 3 Subs shall be paid at the rate established by the District. Effective July 1, 2015, if a Food Service Associate subs, they shall be paid on the Food Service Associate lane according to the step they were on during the school year that just completed. If a Food Service Manager subs for another Food Service Manager, they shall be paid on the Food Service Manager lane according to the step they were on during the school year that just completed.

Section 4 The District may hire student workers to do meal counts and clean tables at a seasonal rate of pay as established by the District.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2025.

Food Service Employees
Burnsville, MN 55337

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

Union Representative Chair

Employer Representative

Dated: _____

Dated: _____

**Agenda IV.B.2.
January 11, 2024**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Dr. Chris Bellmont, assistant superintendent, Bill Heim, associate principal and activities director, Crystal Huynh, robotics coach, Sean Lenhardt, previous head coach and parent, and Krista Boos, parent

Date: January 11, 2024

Re: Approve an Application for Preliminary Approval of an Extended Field Trip to Houston, Texas, April 15 - 21, 2024 for Robotics

Recommendation: Approve an Application for Preliminary Approval of an Extended Field Trip to Houston, Texas, April 15 - 21, 2024 for Robotics to compete and qualify for higher levels of competition, develop engineering skills, develop time management and presentation skills, learn to handle both victory and defeat, develop self-confidence through hard work and dedication, come together as a team, and have fun.

Date of trip: April 15-21, 2024

Destination: Houston, Texas

Name of sponsoring staff: Crystal Huynh

Estimated cost per student: \$1150

Estimated number of students and chaperones: 10 students, 3 chaperones

Educational objective: The objective of this field trip is to provide opportunity for students to design, manufacture, build and program their robots to complete the challenge released by FIRST Robotics. Through this, each student will compete and qualify for higher levels of competition, develop engineering skills, develop time management and presentation skills, learn to handle both victory and defeat, develop self-confidence through hard work and dedication, come together as a team, and have fun.

Proposed program:

Day One: Travel, study session, and team building activity
Day Two: Study session, VIP Tour of Kennedy Space Center
Day Three: Study session, tournament prep

Day Four: Competition and study session
Day Five: Competition and study session
Day Six: Competition and study session
Day Seven: Travel



Blaze Robotics 2024 Season Tournament Travel



2023 Season Accomplishments

- Wining Alliance (Heartland Regional)
- Excellence in Engineering Award Winner (Heartland Regional)
- Winning Alliance (Central Missouri Regional)
- Excellence in Engineering Award (Central Missouri Regional)
- World Championship Newton Division Winning Alliance
- World Championship Newton Division Imagery Award Winner

Purpose

Tournaments are a key part of every robotics team's season, providing the platform to showcase the team's hard work during the build season. These students do incredible work to take a challenge, develop a concept for a robot to complete those challenges and learn skills to bring that robot to life. These tournaments provide several experiences that cannot be found anywhere else. Blaze Robotics will be able to compete on a full-sized field, they will be able to compete against 40+ teams from around the country, they will undergo judging for possible awards, all of which are things that only occur at these regional tournaments. These regional tournaments are also used to qualify the team for the MSHSL State tournament. Lastly regional tournaments are where the team may qualify for the World Championship.

Educational Objectives

1. Compete and qualify for higher levels of competition (State and the World Championships)
2. Develop engineering skills.
3. Develop time management, and presentation skills.
4. Learn to handle both winning and losing.
5. Develop self confidence through hard work and dedication.
6. Come together as a team.
7. Have fun!

World Championships

In this request for approval, I have included the World Championship tournament even though we have not qualified yet. Due to the schedule of our tournaments, there is a chance that we may not know we qualify until three (3) weeks prior to the tournament. This trip would be our longest trip requiring students to miss a week of school.

Due to the duration and tight turnaround time, I would like to put this in front of the board now to get the trip approved even if we may not qualify.

Offsetting Trip Costs

There are several opportunities for students to offset these trip costs, and over the last couple years, the students have been very successful, enabling the booster club to cover all travel and lodging expenses. The plan is to continue doing so this year.

The focus has always been on offloading the costs of these trips as a team through sponsors and grants, as opposed to individual fundraisers. During the offseason, the coaches work with students to reach out to past sponsors, identify new sponsors, discover and apply for grants. This approach we found has fosters more of a team mindset where students are trying to fund the team instead of just their individual contribution.

If we find that individual fundraisers are needed, we have implemented cub foods bagging and Heggie's pizza fundraisers in the past and could implement them again if needed.

World Championship

*Details in this section are tentative, and based on costs from last year. The team must qualify for the World Championships before booking for this event.

Proposed Program and Agenda

	Mon 4/15/2024	Tue 4/16/2024	Wed 4/17/2024	Thu 4/18/2024	Fri 4/19/2024	Sat 4/20/2024	Sun 4/21/2024		
6:00	Arrive at Airport	Study	Lunch	Breakfast	Breakfast	Breakfast	Check Out		
7:00				MSP -> IAH	Lunch	Competition (Qualification Matches, Judging)		Competition (Qualification Matches, Judging)	Competition (Elimination Matches, Division Finals)
8:00						Hotel Check In		VIP Tour of Kennedy Space Center	Competition (Qualification Matches, Judging)
9:00	Dinner	Dinner	Dinner	Dinner					
10:00					Study	Study	Dinner	Study	Study
11:00	Study	Study	Dinner	Study					
12:00					Study	Study	Dinner	Study	Study
13:00	Study	Study	Dinner	Study					
14:00					Study	Study	Dinner	Study	Study
15:00	Study	Study	Dinner	Study					
16:00					Study	Study	Dinner	Study	Study
17:00	Study	Study	Dinner	Study					
18:00					Study	Study	Dinner	Study	Study
19:00	Study	Study	Dinner	Study					
20:00					Study	Study	Dinner	Study	Study
21:00	Study	Study	Dinner	Study					
22:00					Study	Study	Dinner	Study	Study

Cost

Estimated cost is calculated based on transportation, lodging, and food. This is not representative of the price that the students will be required to contribute. The actual contribution will likely be less due to booster club supplementation. (Last year, individuals contributed \$0, since the team was able to get the full trip sponsors by corporate sponsors, grants, and the booster club)

Since plans are tentative, the coaches will continue to look for options to reduce the price.

Item	Cost	Details
Flights	\$400	Round Trip (American Airlines)
Lodging	\$450	Hilton America's -Houston (connected to venue) \$350/room/night 4 students per room - \$75 per student per room per night – 6 nights
Food / Incidentals	\$300	Meals - \$40 / day (\$10 Breakfast, \$10 Lunch, \$20 Dinner) Souvenirs/Gifts - \$60
TOTAL	\$1150	

**INDEPENDENT SCHOOL DISTRICT 191
EXTENDED FIELD TRIP - APPLICATION FOR INITIAL APPROVAL
EXHIBIT 2**

(Extended Field Trips must be Board approved at least 60 days, when possible, prior to the field trip departure date and before any communication occurs with students and families. Information based on estimates.)

1. Sponsoring Activity: Robotics Date 11/01/2023

2. School: Burnsville High School

3. Name(s) of Sponsoring Staff:
Crystal Huynh

4. Destination: Houston TX

5. Date(s) of Trip: 04/15/2024 - 04/22/2024

6. Paragraph Description of Proposed Program:
FIRST Robotics Competition is a program where every year, a new challenge is released and the robotics team designs, manufactures, builds, and programs their robot to complete the challenge.

7. Educational Objectives of Extended Field Trip:
This field trip would be for the World Championship tournament if the team qualifies at one of their regional tournaments

8. Anticipated transportation Information (check all that apply):

- a. Bus
- b. Plane
- c. School Vehicle
- d. Commercial Transportation

9. Lodging
Hotels: Yes/No Yes

Other: Yes/No; Provide description:

TENTATIVE - Hotels connected to the venue

Marriott Marquis (1213 Crawford St, Houston, TX 77010)

Hilton Americas (1777 Walker St, Houston, TX 77010)

10. Complete Itinerary:

DATES

ITINERARY

04/15/2024	Flight from MSP -> HOU (specific times and information TBD)
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04/16/2024	VIP Tours of the Houston Space Center and NASA facility. B
04/17/2024	8:00 AM - Breakfast at hotel, 12:00 AM - Lunch, 2:00 PM - Lc
04/18/2024	AM - Breakfast, 7AM-5PM - Tournament, 6PM - Dinner, 8PM
04/19/2024	AM - Breakfast, 7AM-5PM - Tournament, 6PM - Dinner, 8PM
04/20/2024	AM - Breakfast, 7AM-5PM - Tournament, 6PM - Dinner, 8PM
04/21/2024 - 04/22/2024	Travel days (Determined by parents, 2 days are allocated for

11. Estimated number of students: 10

12. Number of chaperones: 3

13. Anticipated Participation Costs

Breakdown of trip costs:	Estimate
Participant Expenses	
Airfare	500
Ground Travel	200
Lodging	1000
Admission Fees per student	
Participant Share of Group Expenses	
Chaperone Expenses (Airfare, Ground, Lodging)	NA
Staff Advisor Salary and Benefits	NA
Liability Insurance	NA
Miscellaneous	NA
Number of substitutes needed	NA
Total Anticipated Cost per Student	
<i>The anticipated cost is based on <u>10</u> student participants. Costs will vary with the number of participants and currency exchange rates (for international travel).</i>	
Personal Expense	
Food Incidentals, Spending Money	\$50 / day for meals + \$20+ for general spending (souvenirs)

14. What provisions will be made for students for whom financing the trip is an issue? The team fundraises each year for these trips and some of those funds will be set aside for students where financing the trip is an issue

15. List opportunities for fundraising (planned or anticipated): Corporate Sponsors, Booster Club

16. What travel agency will be used? NA


Approval of Building Administrator

12/20/23
Date

Approval of Superintendent

Date

Approval by School Board

Date

REQUIRED: Attach proposed communication to students/families about this extended field trip, once approved by the Superintendent and School Board.



Spark.
Fuel.



Blaze.



School District 191 Legislative Platform

Adopted for 2024

2024 Legislative Platform

Supporting all learners and addressing inequity in education

On behalf of the students, educators, families and community members of Burnsville-Eagan-Savage School District 191, the District 191 Legislative Committee asks the Minnesota State Legislature and U.S. Congress to take the actions described in this platform in 2024.

Fully fund mandates and essential services

Reduce the cross subsidy for special education and English Learner funding

Create a permanent state funding stream for unemployment insurance for non-licensed employees

Provide additional funding to reimburse districts for implementation and training expenses related to early adoption of evidence-based reading curriculum

Removing barriers so all students and families can succeed

Remove 15-day residency requirement for students enrolled in online schools

Continue medicaid eligibility as a means of direct certification for students to qualify for educational benefits, and make funding permanent to hold districts harmless for loss of compensatory aid

Provide funding to increase access to school-based pre-kindergarten programs, including licensed or certified child care

Create safe school environments that support all students

Increase Safe Schools funding to expand mental health supports

Enhance support for programs that address staff shortages and help increase diversity among teachers, including Grow Your Own grants and the short-call substitute teaching program

Provide improved clarity, including clear guidelines and improved definitions, related to school resource officers' use of physical restraints in schools

About District 191

Burnsville-Eagan-Savage School District is a future-forward school district creating barrier-free pathways for learning for everyone in our community. We believe learning is a lifelong pursuit, and we create programs, services and opportunities that inspire this belief.

Each Student. Future Ready. Community Strong.