



## Regular Meeting Agenda

Diamondhead Education Center  
200 W. Burnsville Parkway  
Burnsville, MN 55337  
April 18, 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 Director Werb and Director Hume

I. Call to Order

- A. Welcome
- B. Pledge of Allegiance

II. Approval of Agenda

III. Information

- A. Report about the Burnsville Eagan Savage Transition (BEST) Program 4  
**Speaker(s):** Amy Piotrowski, Director of Student Support Services, Jennifer Middendorf, Special Education Supervisor to the BEST Program, Kasey Anderson and Erik Chrissis, Teachers
- B. Community Survey Results 15  
**Speaker(s):** Aaron Tinklenberg, Director of Communications and Peter Leatherman of The Morris Leatherman Company
- C. Annual Pupil Transportation Services Agreement 39  
**Speaker(s):** Stacey Sovine, Executive Director of Administrative Services
- D. Policy 602: *Organization of the School Calendar and School Day* 51  
**Speaker(s):** Dr. Chris Bellmont, Assistant Superintendent
- E. Student Representative Report
- F. Superintendent Report

G. Board Member Reports	58
IV. Business Meeting	59
A. Consent Agenda	
<b>Description:</b> 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	61
2. Approve Personnel Recommendations	64
3. Adopt a Resolution to Accept Donations	65
4. Receive a Report about the Listening Session	67
5. Approve Dissolution of Girls Hockey Cooperative with St. Paul Academy and Summit School, St. Agnes High School, De La Salle High School, Faribault High School and Bethlehem Academy	68
B. New Business	71
1. Approve Premiums and Rates for Employee Benefits	73
<b>Speaker(s):</b> Stacey Sovine, Executive Director of Administrative Services	
2. Adopt a Resolution Relating to the Termination of Teaching Contracts for Named Long-Term Substitute Teachers Effective at the Close of the 2023-2024 School Year	75
<b>Speaker(s):</b> Stacey Sovine, Executive Director of Administrative Services	
3. Adopt a Resolution Relating to the Termination and Nonrenewal of the Portion of Teaching Contracts in Excess of 1.0 and/or Beyond Contractual Rights at the Conclusion of the 2023-2024 School Year	76
<b>Speaker(s):</b> Stacey Sovine, Executive Director of Administrative Services	
4. Adopt a Resolution Relating to the Termination and Nonrenewal of the Teaching Contract of Probationary Certified Personnel at the Close of the 2023-2024 School Year	78
<b>Speaker(s):</b> Stacey Sovine, Executive Director of Administrative Services	
5. Approve Revisions to the School Board-Superintendent Communication Practices	81
<b>Speaker(s):</b> Eric Miller, Chair	
6. Approval of Pupil Transportation Services Agreement with CESO Transportation, LLC	87
<b>Speaker(s):</b> Stacey Sovine, Executive Director of Administrative Services	
V. Work Session	
A. Establish Election Timeline	99
<b>Speaker(s):</b> Aaron Tinklenberg, Director of Communications	
B. FY25 Budget Discussion	102
<b>Speaker(s):</b> Dr. Theresa Battle, Superintendent	
VI. Closed Session, as permitted by Minnesota Statutes Section 13D.03, to Discuss Labor Negotiations.	

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District 191 welcomes members of the public to attend Board of Education meetings, work sessions and other public gatherings. However, public participation is allowed only during listening sessions, which are held before regular board meetings. Community members who wish to share their thoughts and opinions on meeting topics should contact the Superintendent's office at 952-707-2005 to schedule a meeting with the Superintendent or member of her leadership team. 103

**Speaker(s):** Stacey Sovine, Executive Director of Administrative Services  
VII. Adjourn

3

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**Agenda III.A.  
April 18, 2024**

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

**From:** Amy Piotrowski, director of student support services, Jennifer Middendorf, special education supervisor to the Burnsville Eagan Savage Transition (BEST) program, Kasey Anderson and Erik Chrissis, teachers

**Date:** April 18, 2024

**Re:** Report about the BEST Program

# **Burnsville Eagan Savage Transition (BEST) Program**

April 18, 2024

Dr. Jennifer Middendorf, Program Supervisor

Kasey Anderson, BEST Teacher and Work Coordinator

Erik Chrissis, BEST Teacher and Work Coordinator

# BEST Vision



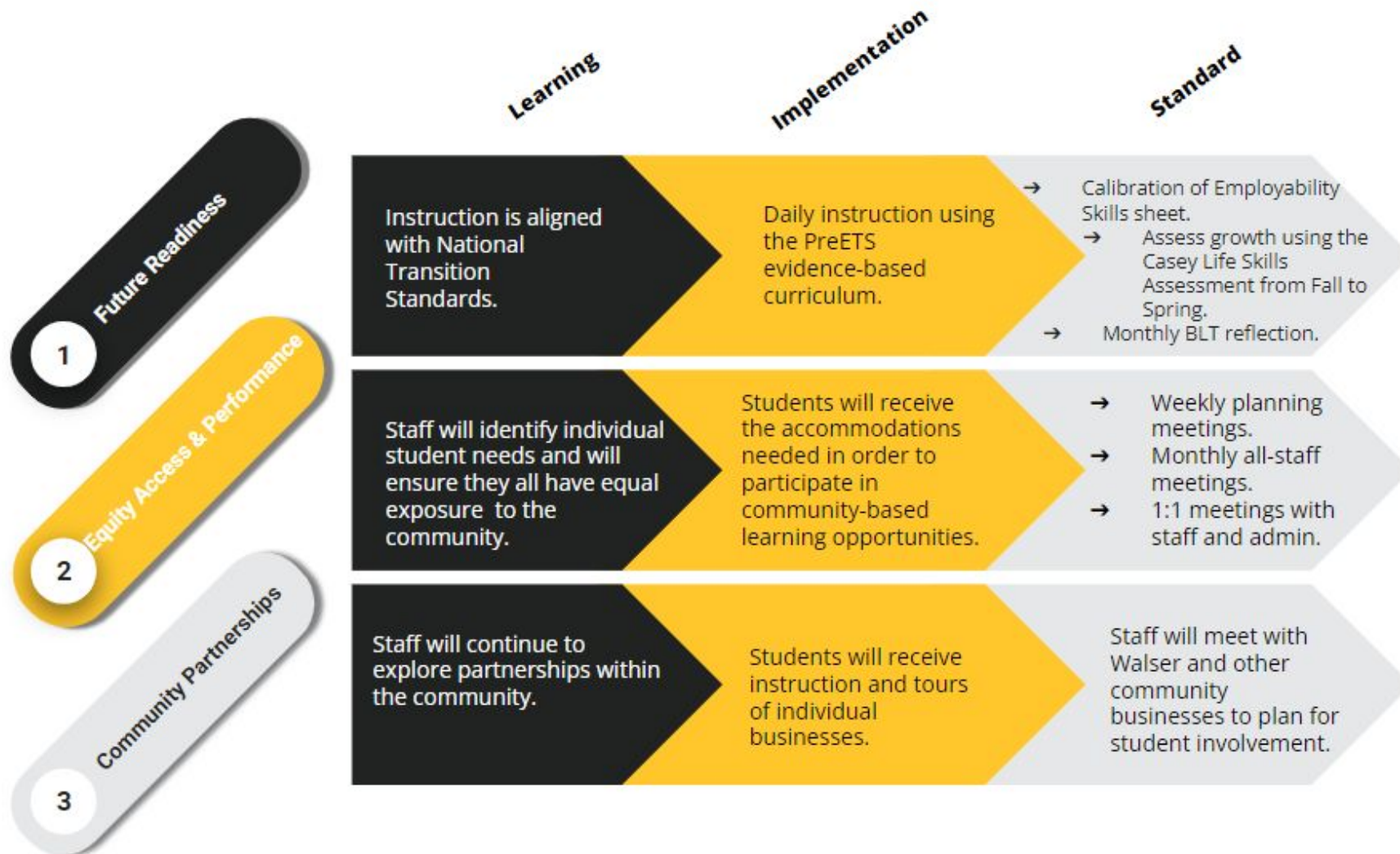
The Burnsville Eagan Savage Transition (BEST) Program provides a positive and safe environment that promotes independence for students in a community based, real-world environment to foster successful young adults. We believe students can achieve independence through focused efforts at job sites and in the community, and have the right to be valued, respected, and included in the community and workplace.



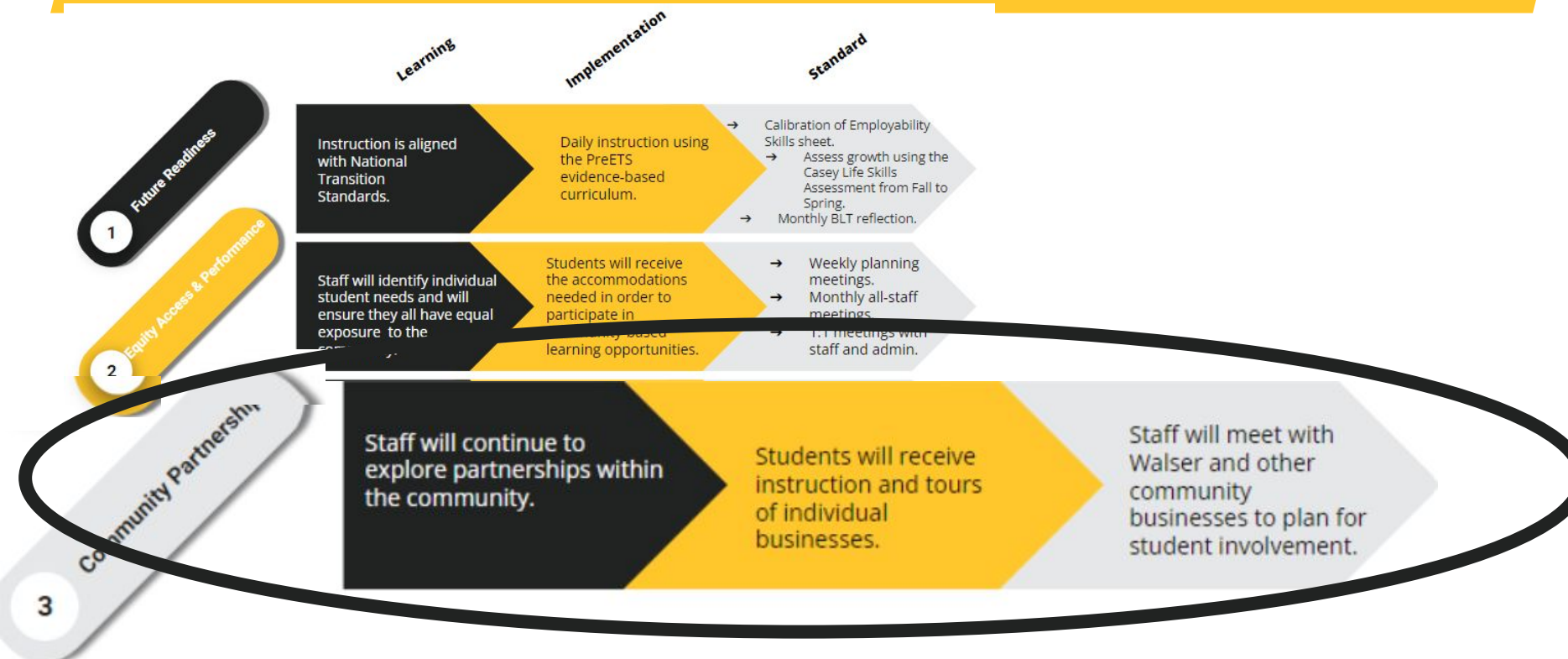
# Who Attends BEST?

- Students who qualify for special education services.
- Students who have not yet met their Individual Education Plan (IEP) goals.
- Students who demonstrate a continued need for transition support (as identified in their IEP).
- Students who finish high school.
- Students 18 to 22 years of age.

# Priorities for 2023-2024 School Year



# Priorities for 2023-2024 School Year



- Embassy Suites
- CHAP
- BHS Garage
- The Rivers
- Walser Automotive
- Dakota and Scott County
- Vocational Rehab Services
- Opportunity Services
- Oaktree Support Services

- Hope Fieldhouse
- Brainpower in a Backpack/Pantry Pack
- BEST Coffee ~N~ More
- Arbors at Ebenezer Ridges

- Ebenezer Senior Care Living
- Fairview Ridges Hospital
- Diamondhead Education Center
- EN/HV/GP Cafeterias

# Schedule At-A-Glance

- 8am-2:30pm
- Seminar (classroom)
- Work Experience
- ISD 288 CTE Courses
- Paid Employment
- Community Based Learning



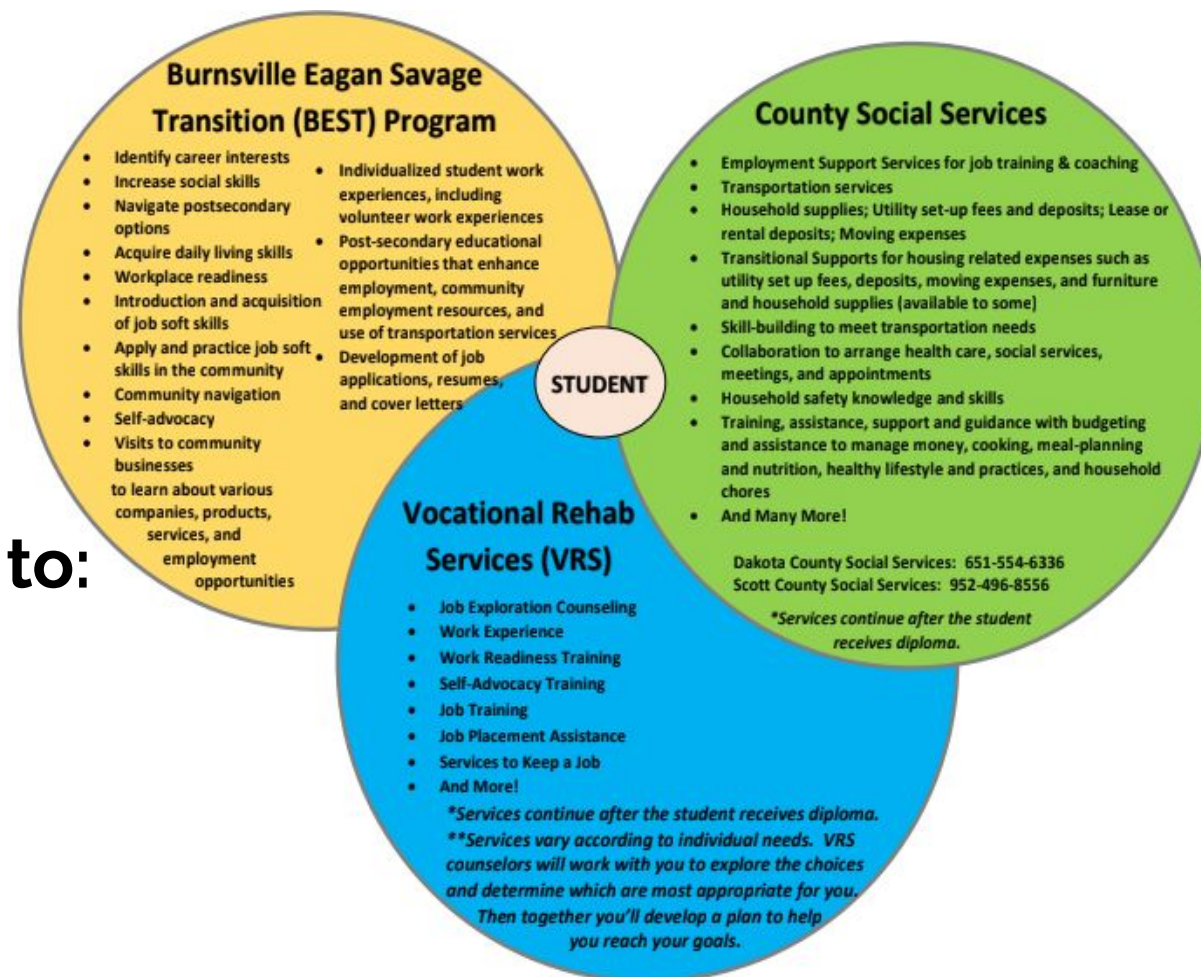
# Outcomes

Students will have the skills to:

- be competitively employed
- live independently
- participate in recreation and leisure activities

Students will have continued access to:

- Vocational Rehabilitation Services (VRS)
- County Social Worker
- Disability Hub/My Vault



# How is Student Success Measured?

- Progress towards IEP goals and objectives
- School Improvement Plan (SIP) data
- Student experience
- IEP meeting attendance/team collaboration
- Continued (and new) partnerships within the community



***Questions?***



**Agenda III.B.  
April 18, 2024**

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

**From:** Aaron Tinklenberg, director of communications and Peter Leatherman of the Morris  
Leatherman Company

**Date:** April 18, 2024

**Re:** Report about Community Survey Results

# **Burnsville-Eagan-Savage Schools**

## 2024 Residential Study

The Morris Leatherman Company

# Survey Methodology

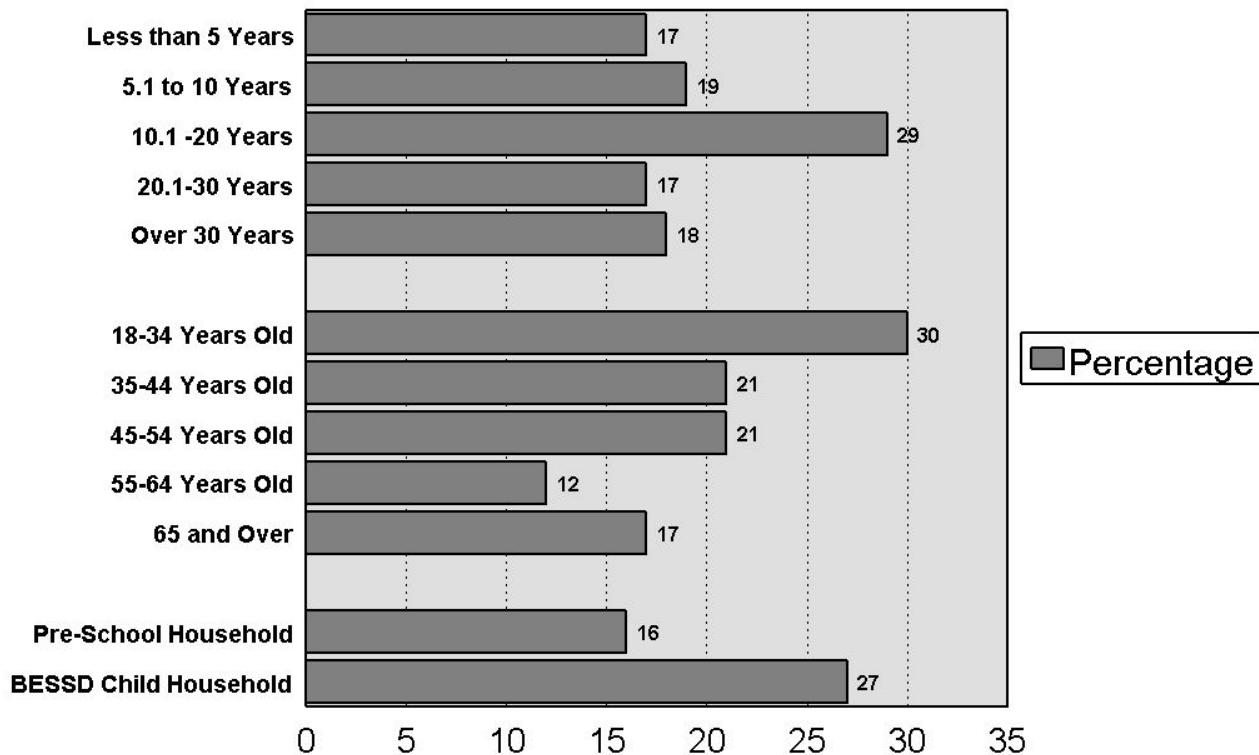
2024 Burnsville-Eagan-Savage Schools

17

- ☒ 400 random sample of School District residents
- ☒ 400 random sample of School District parents
- ☒ Telephone interviews conducted between February 27th and March 14th, 2024
- ☒ Average interview time of 7 minutes
- ☒ Non-response level of 4.0%
- ☒ Both samples are projectable within +/- 5.0% in 95 out of 100 cases
- ☒ Cellphone Only Households: 62%
- ☒ Landline Only Households: 8%
- ☒ Both Landline and Cellphone Households: 30%

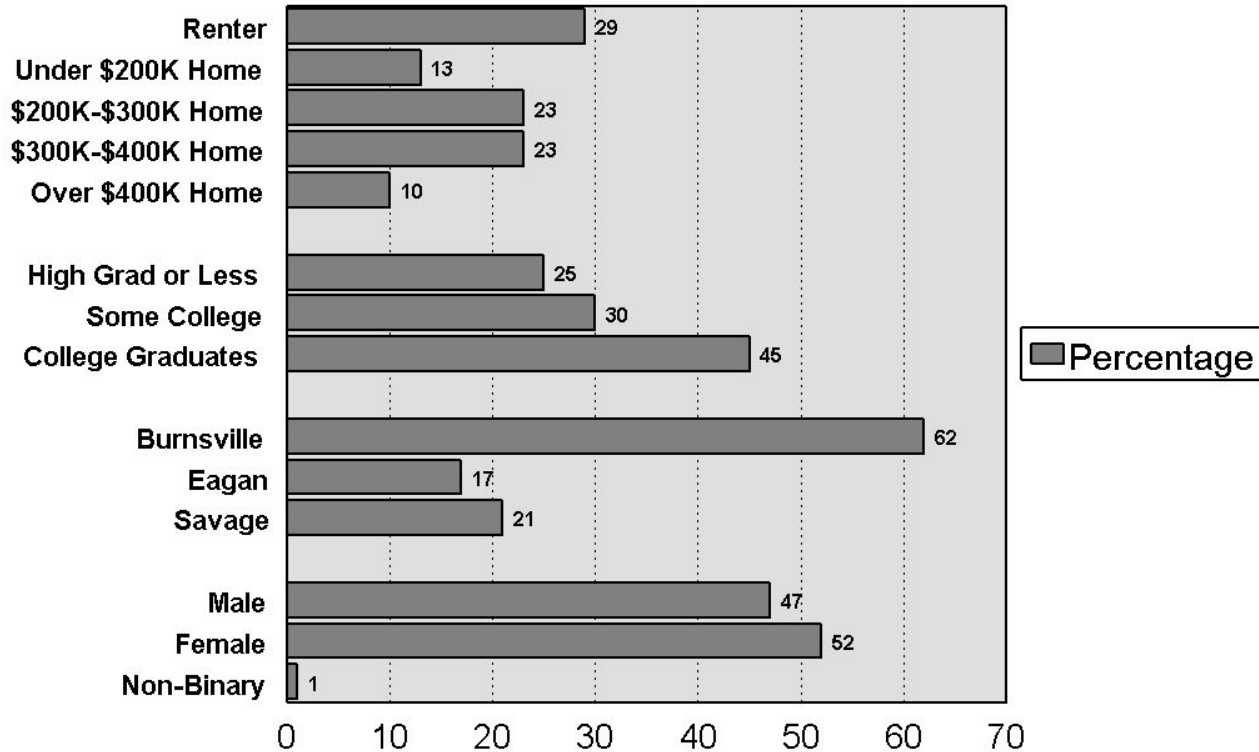
# Demographics I

## 2024 Burnsville-Eagan-Savage Schools



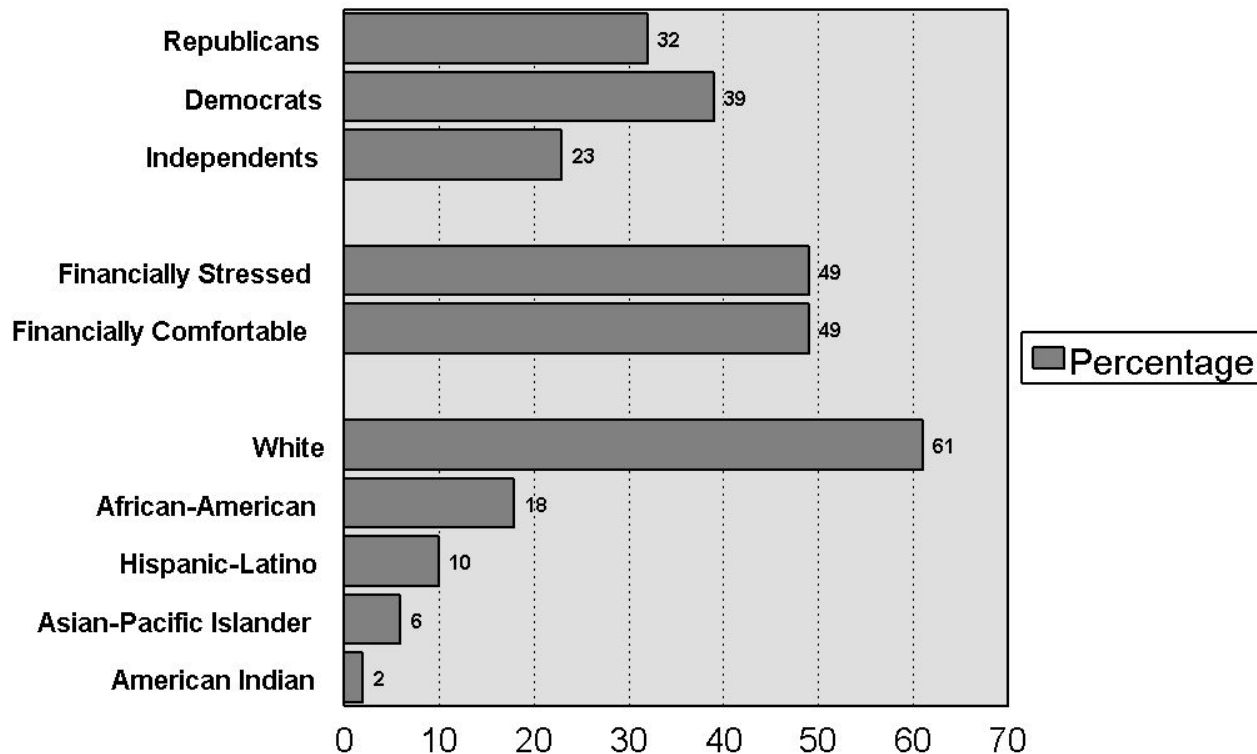
# Demographics II

## 2024 Burnsville-Eagan-Savage Schools



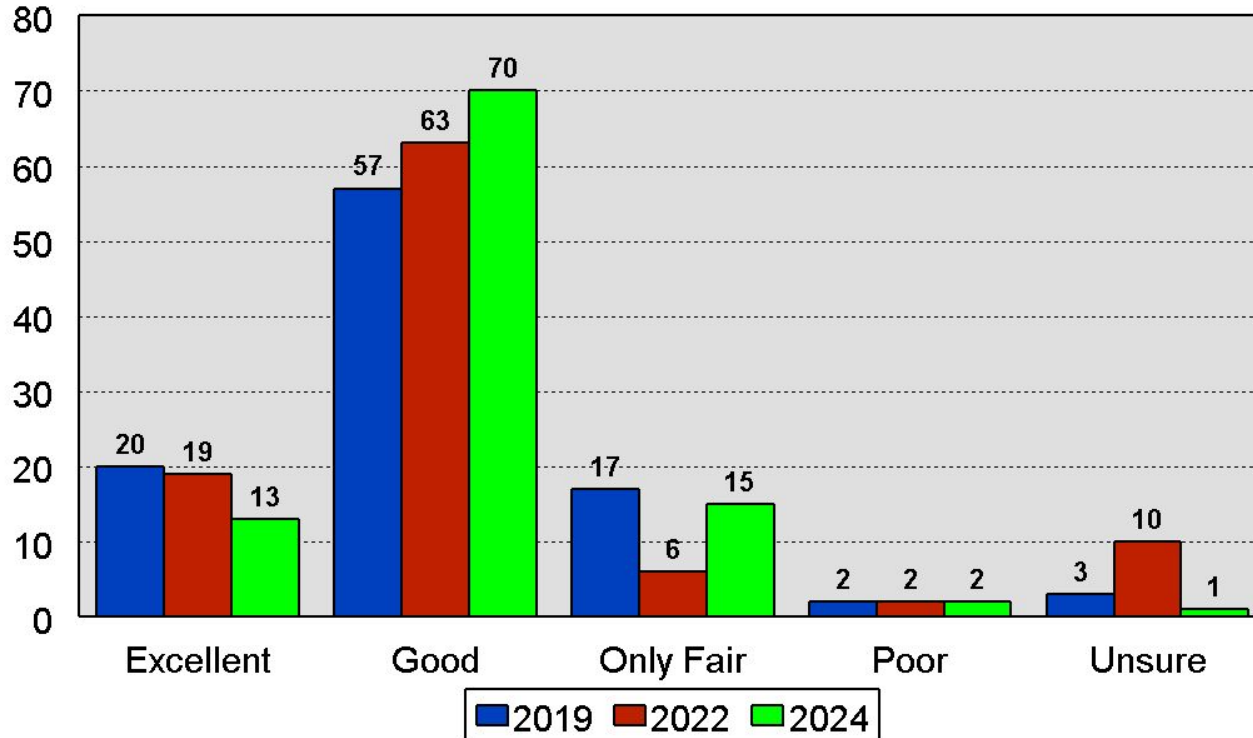
# Demographics III

## 2024 Burnsville-Eagan-Savage Schools



# Quality of Education

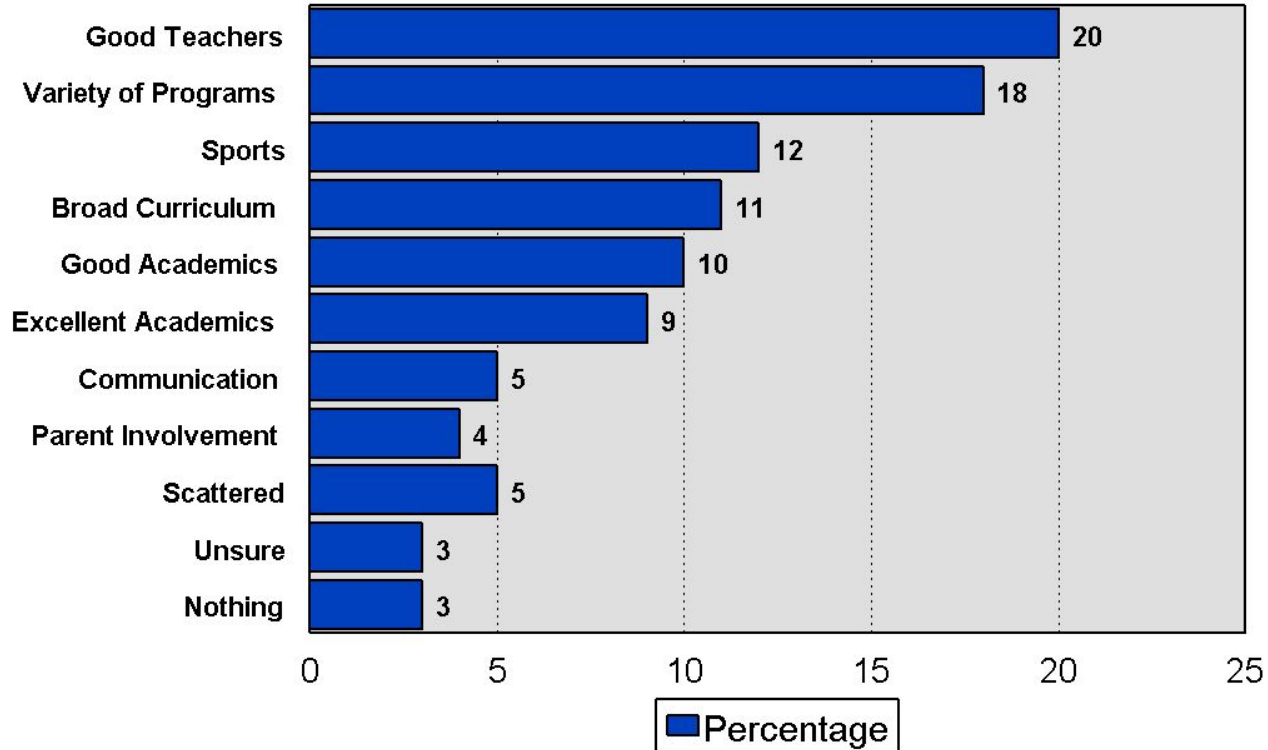
2024 Burnsville-Eagan-Savage Schools



# Like Most

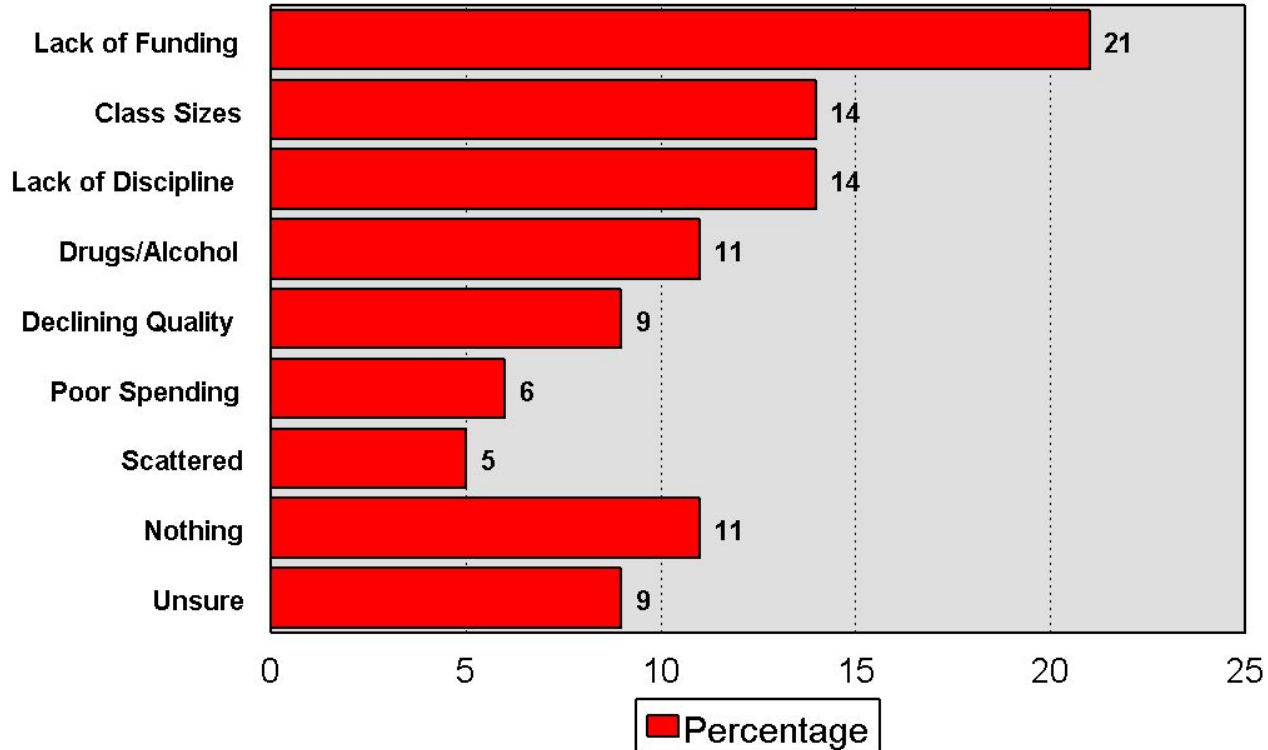
## 2024 Burnsville-Eagan-Savage Schools

22



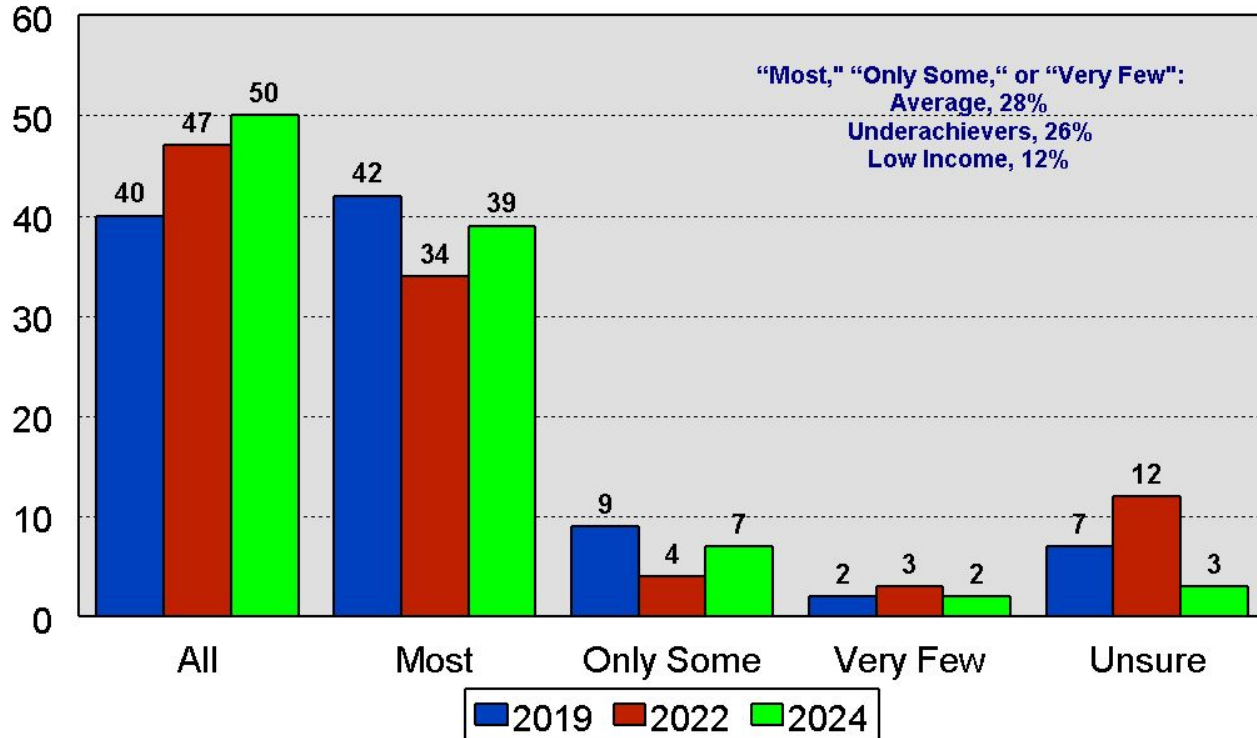
# Most Serious Issue

2024 Burnsville-Eagan-Savage Schools



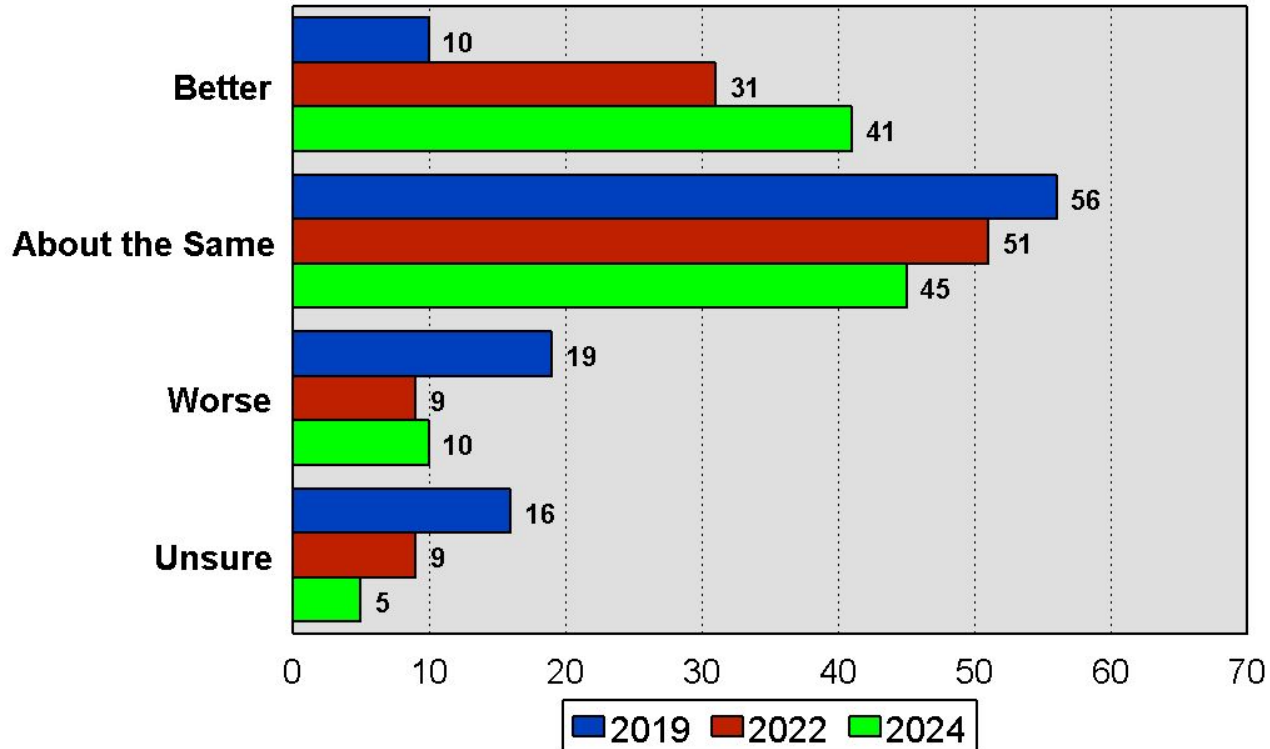
# Meeting Learning Needs

2024 Burnsville-Eagan-Savage Schools



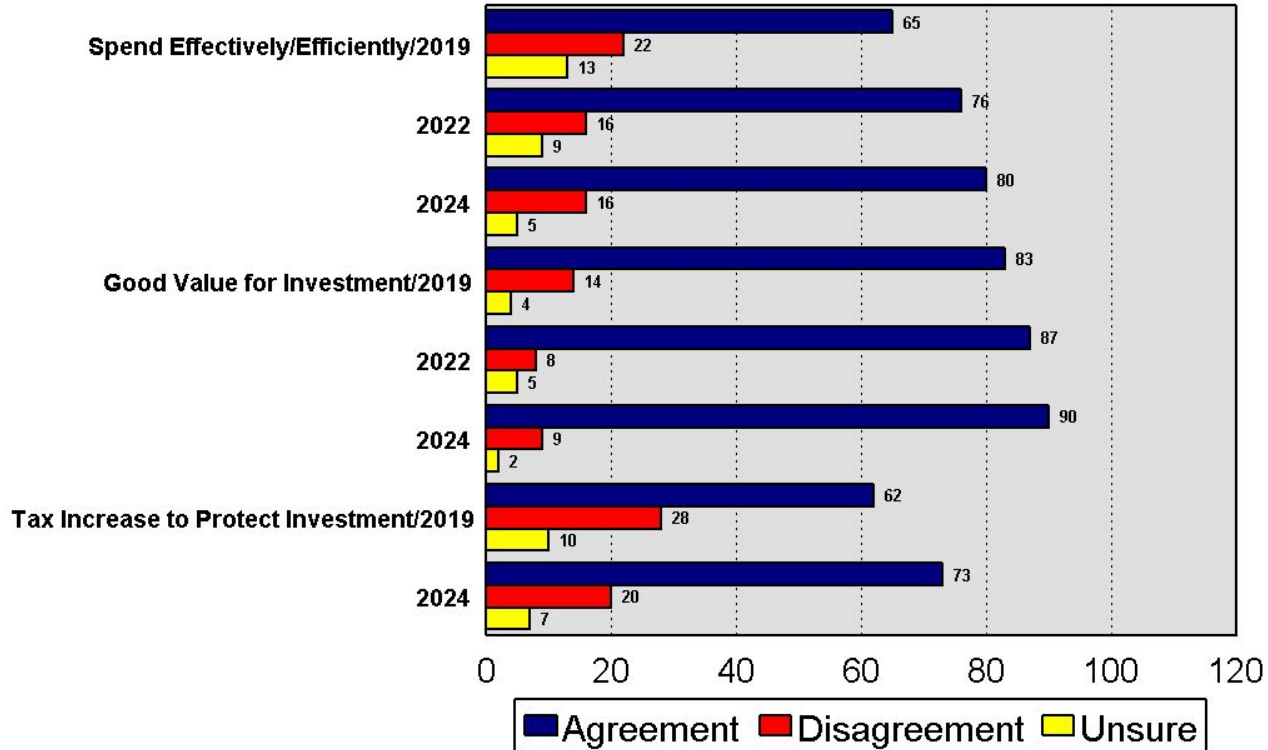
# Compared with Four Years Ago

2024 Burnsville-Eagan-Savage Schools



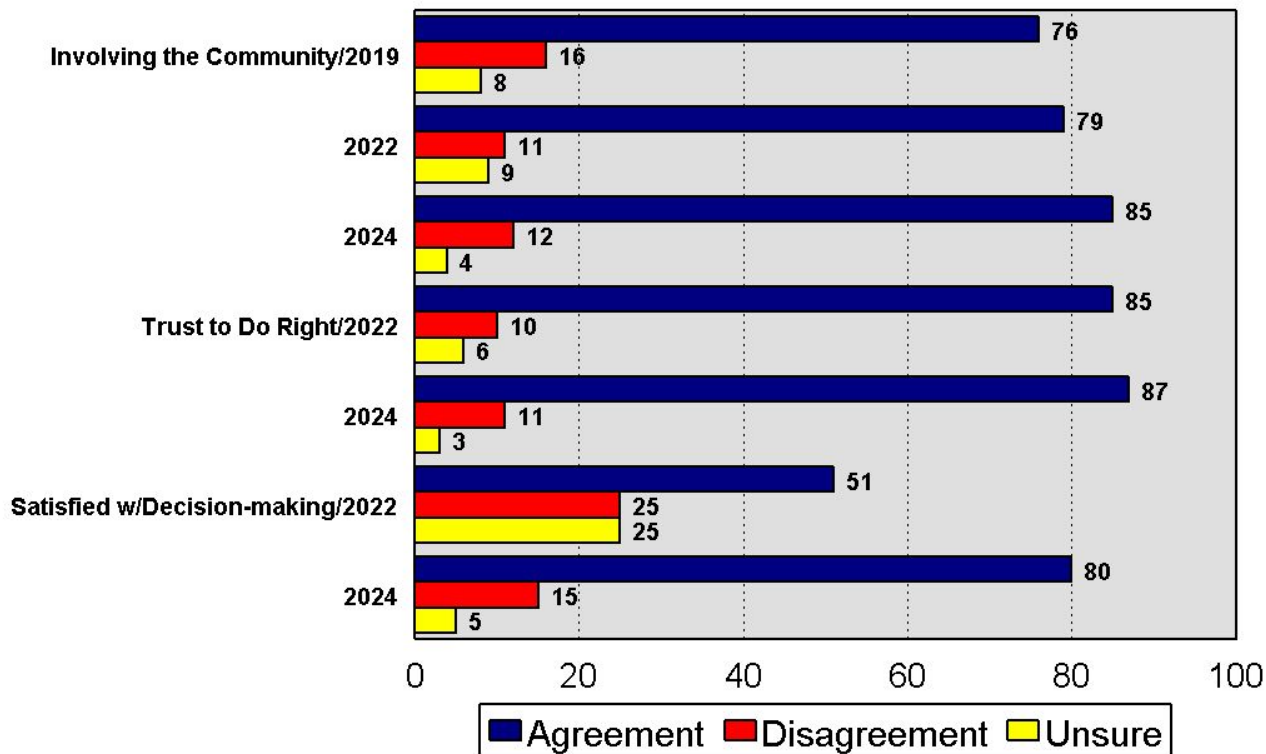
# Specific Perceptions I

## 2024 Burnsville-Eagan-Savage Schools



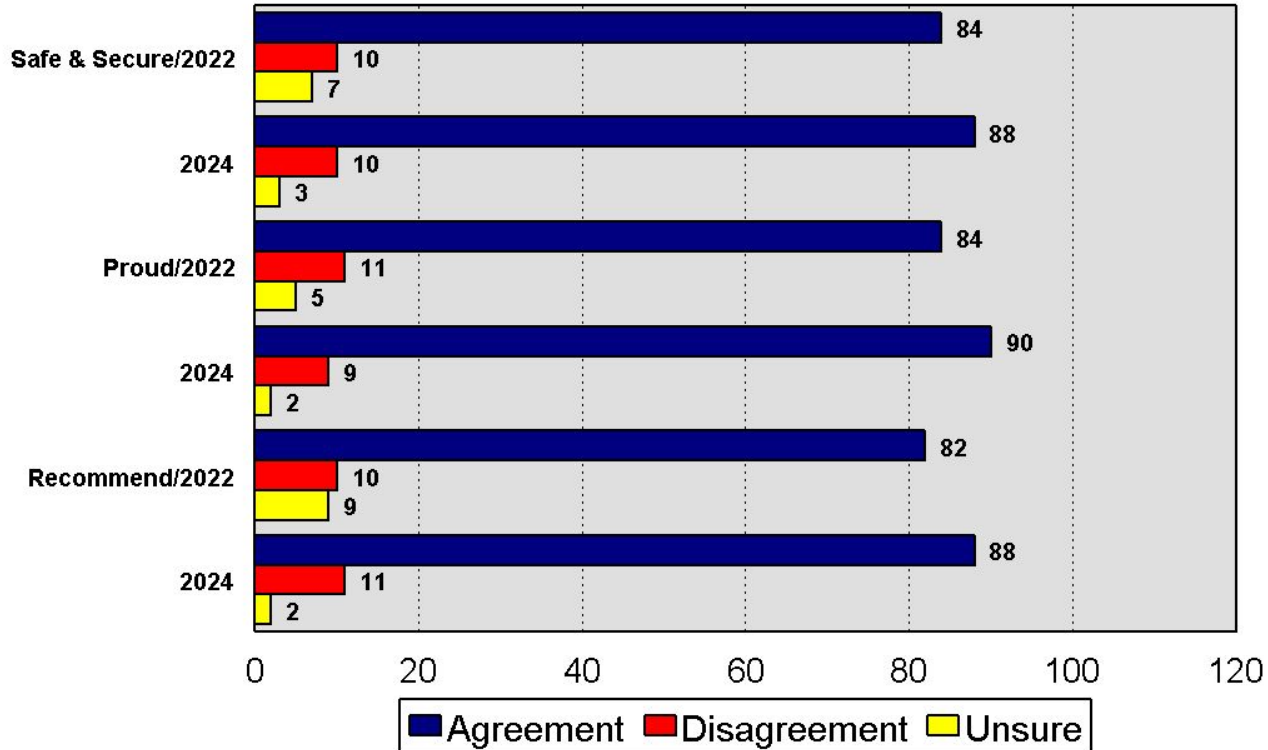
# Specific Perceptions II

2024 Burnsville-Eagan-Savage Schools



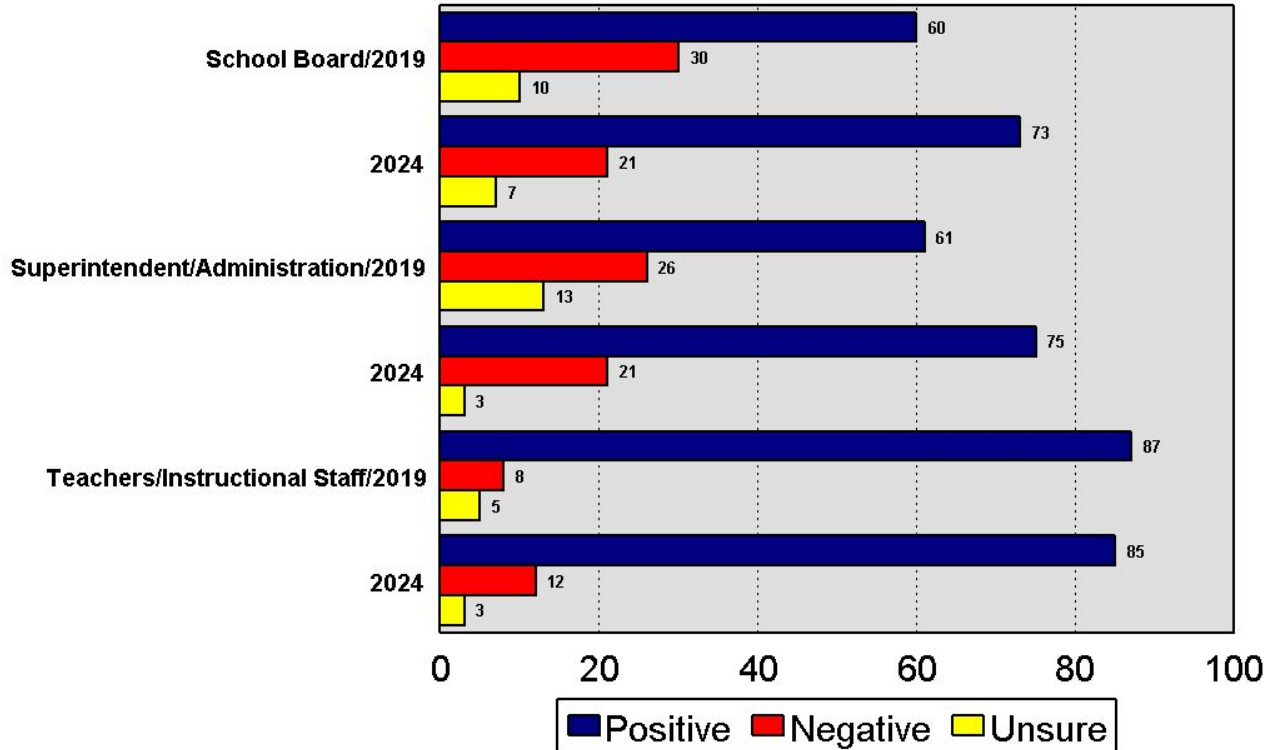
# Specific Perceptions III

2024 Burnsville-Eagan-Savage Schools



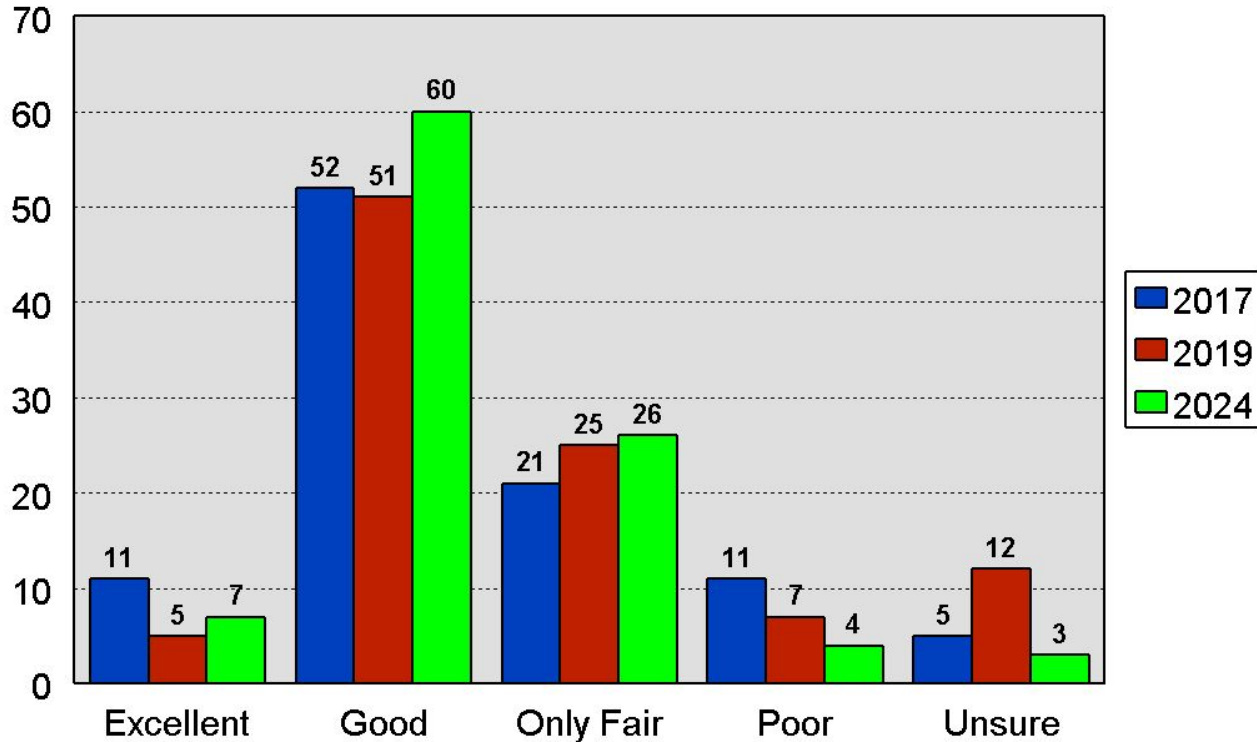
# Job Performance Ratings

2024 Burnsville-Eagan-Savage Schools



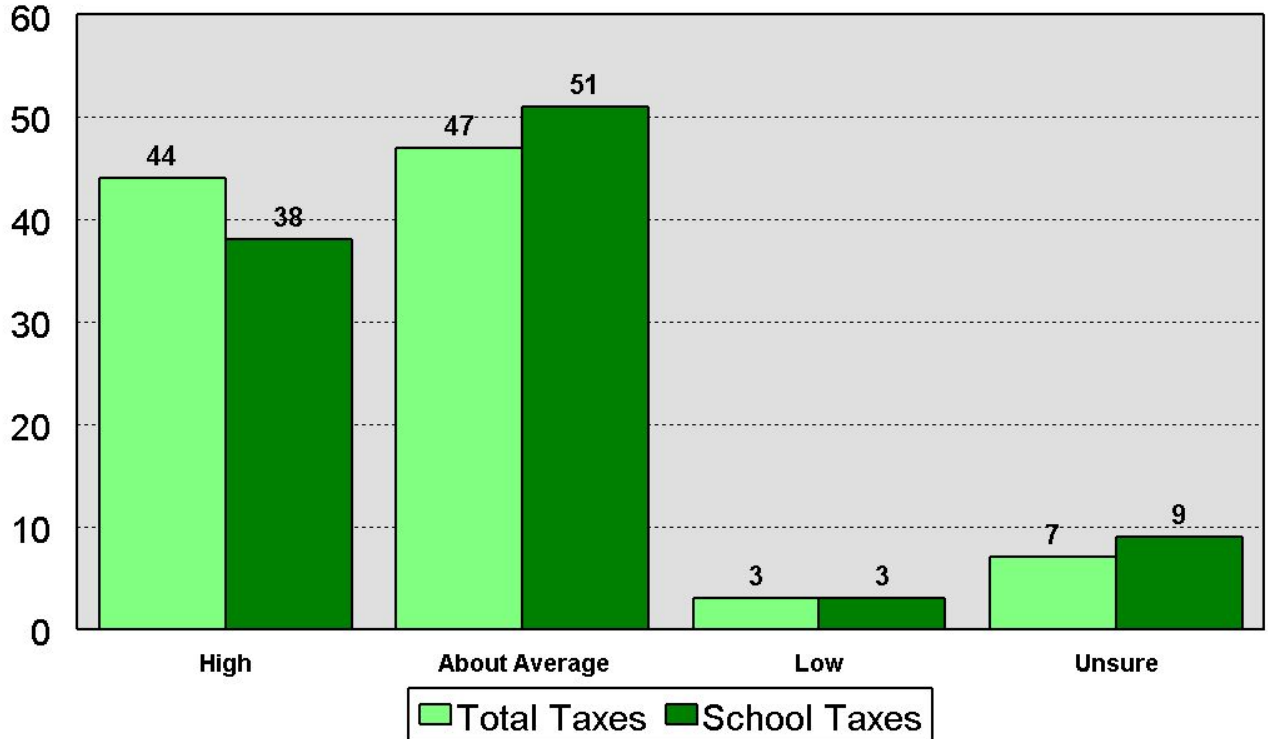
# Financial Management

2024 Burnsville-Eagan-Savage Schools



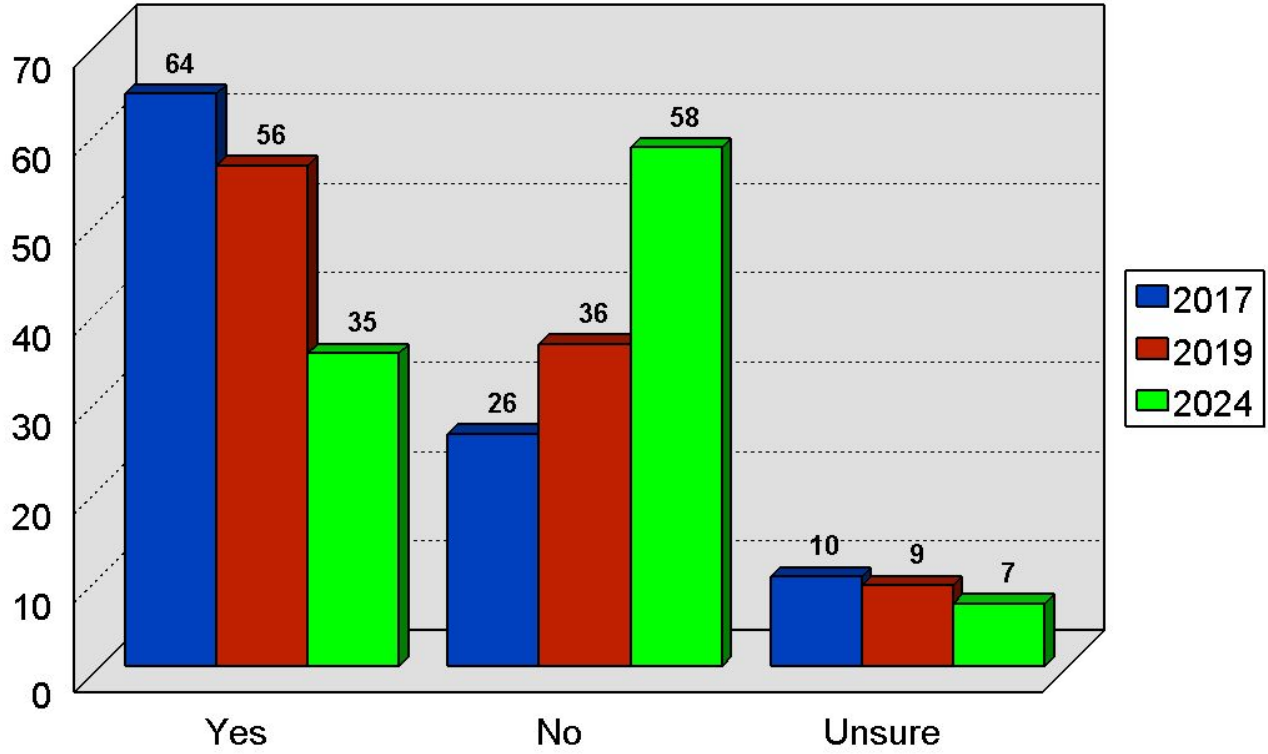
# Property Tax Climate

## 2024 Burnsville-Eagan-Savage Schools



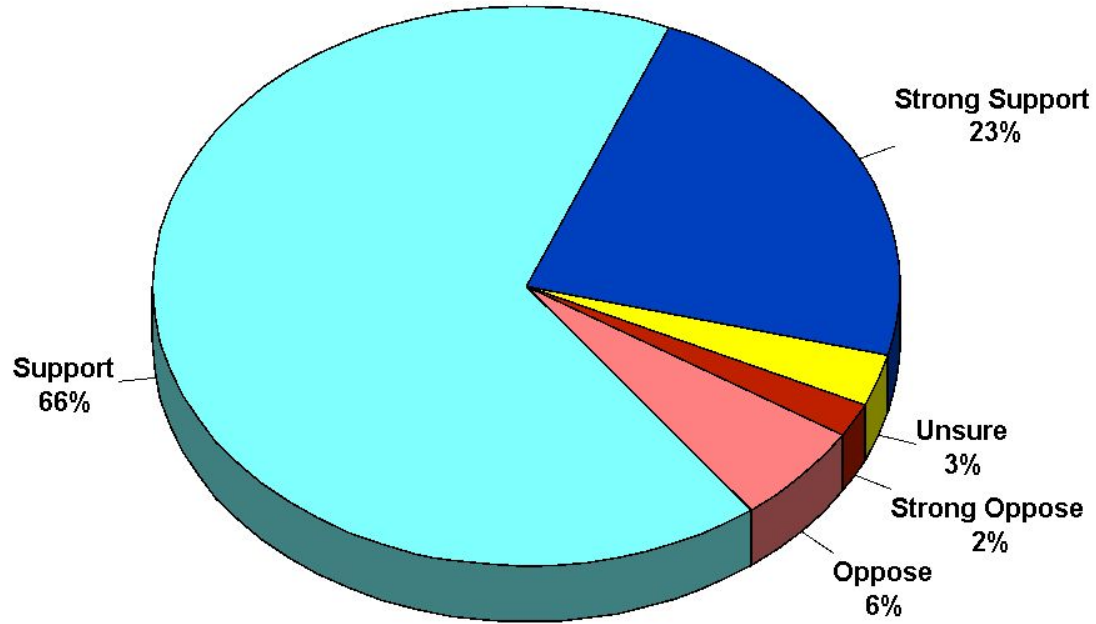
# Adequately Funded

## 2024 Burnsville-Eagan-Savage Schools



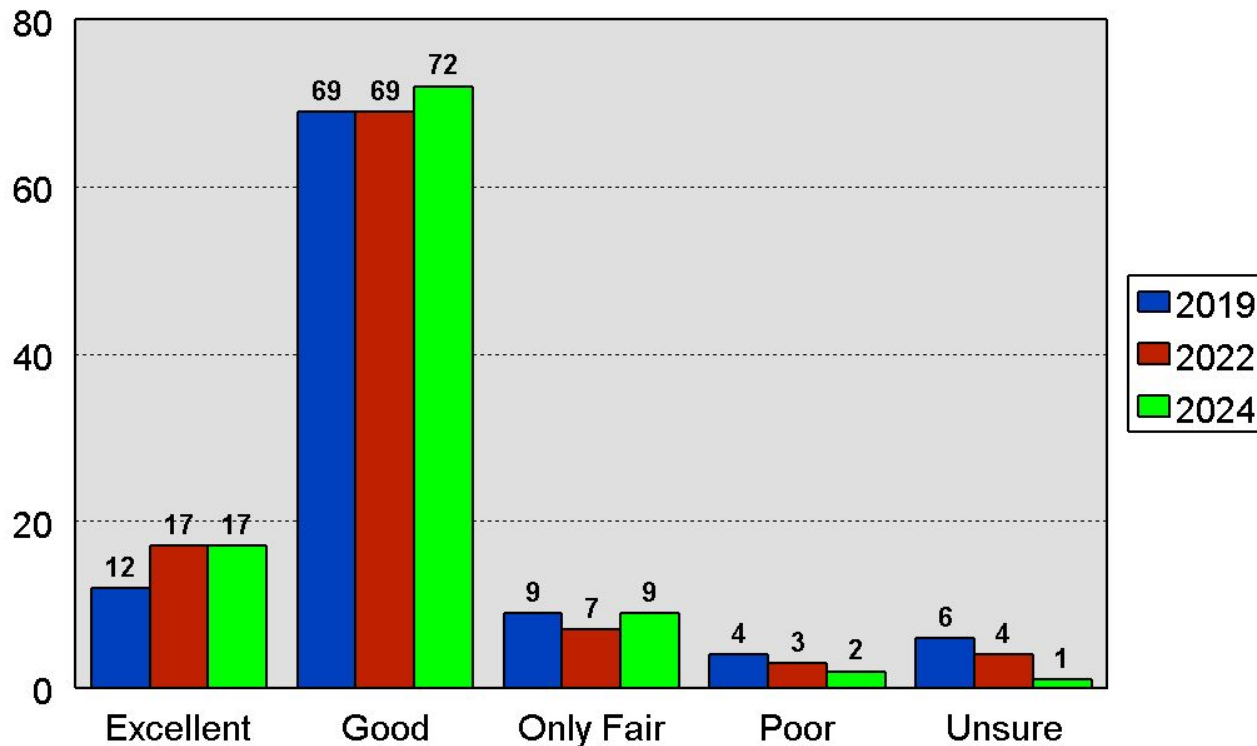
# \$4.3MM Technology Levy Renewal

2024 Burnsville-Eagan-Savage Schools



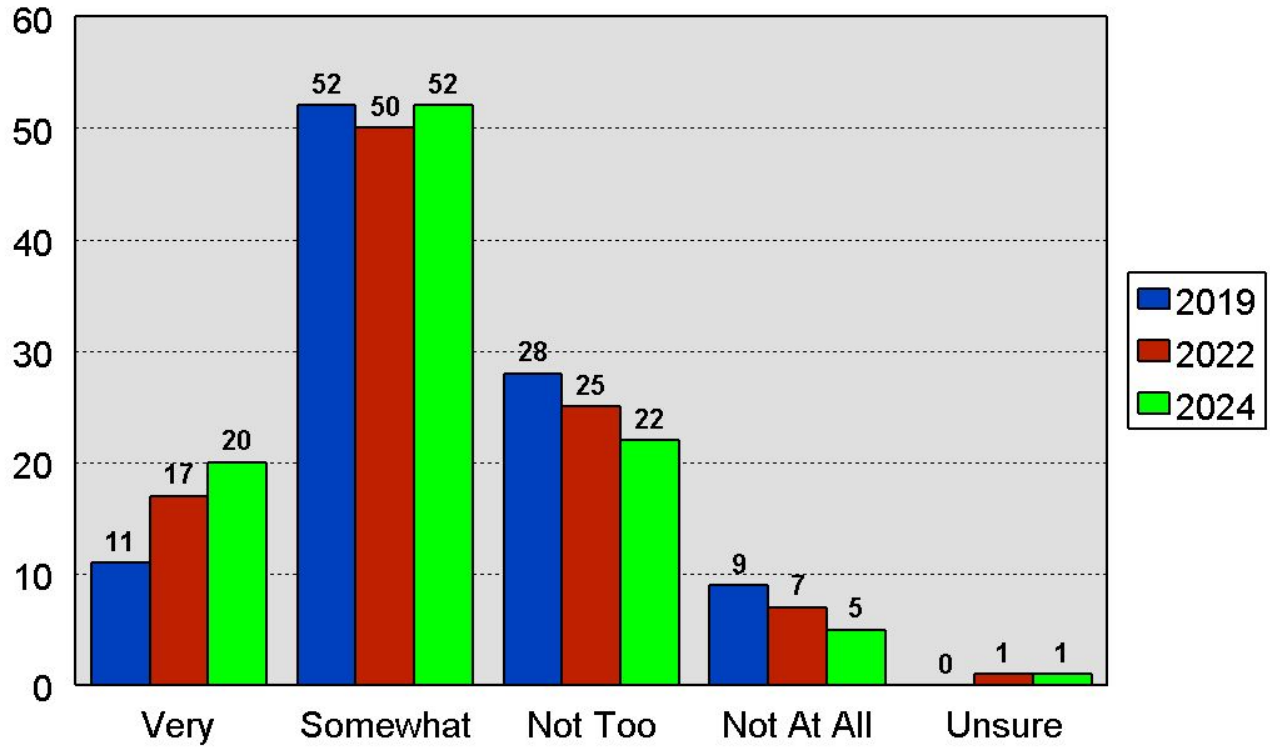
# District Job in Communicating with Residents

2024 Burnsville-Eagan-Savage Schools



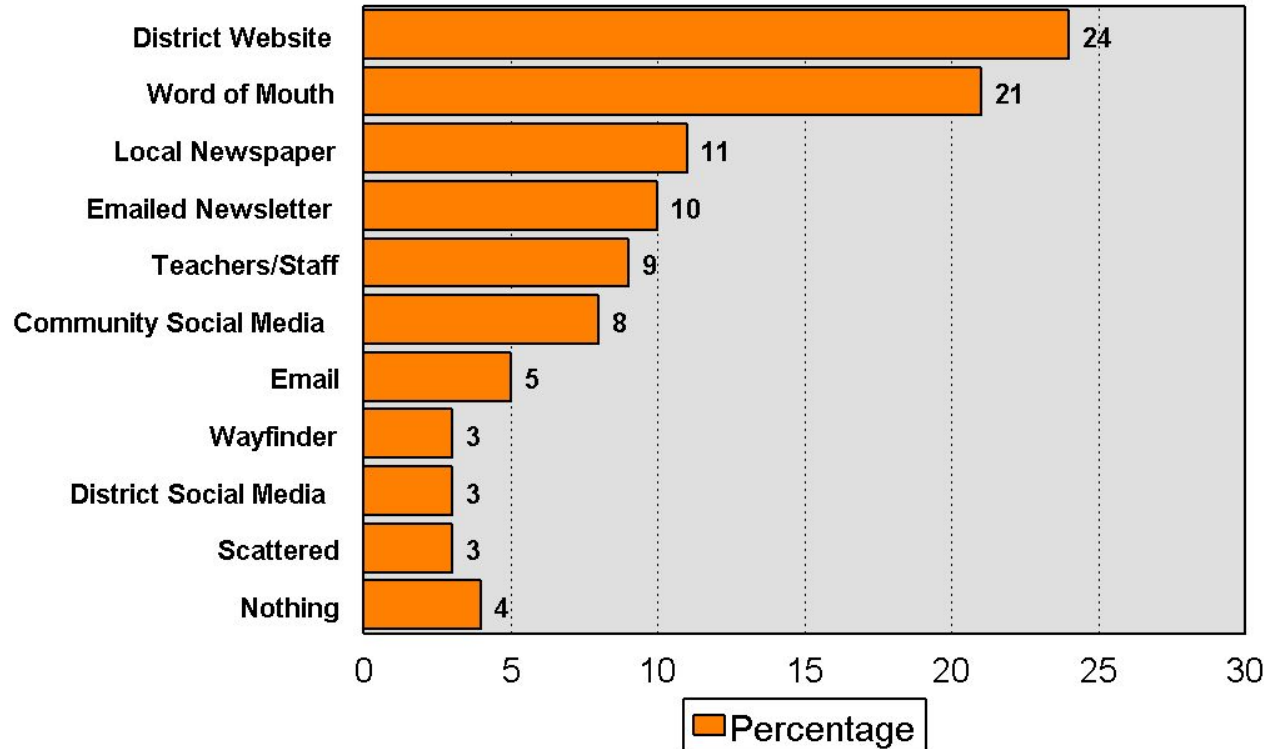
# Informed about Board/Administration Decisions

2024 Burnsville-Eagan-Savage Schools



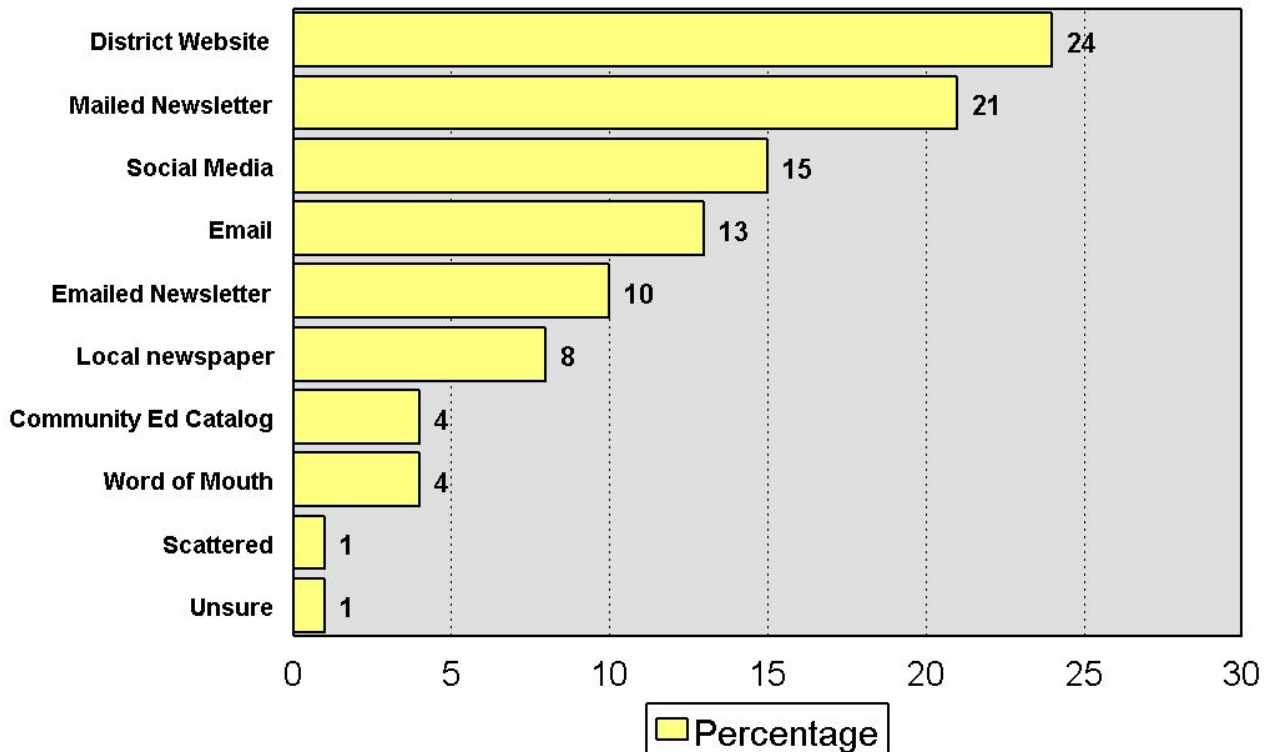
# Principal Source of Information

2024 Burnsville-Eagan-Savage Schools



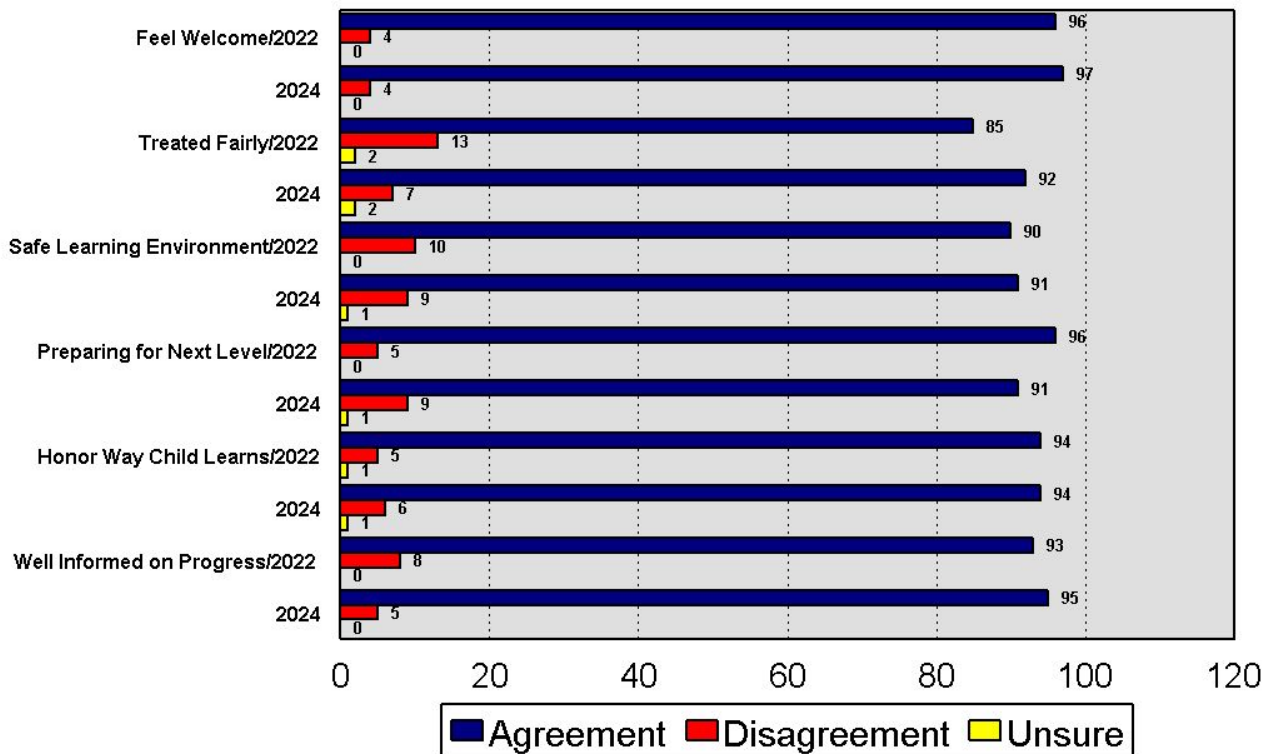
# Effective Information Source

2024 Burnsville-Eagan-Savage Schools



# Parent Perceptions

## 2024 Burnsville-Eagan-Savage Schools





**Agenda III.C.  
April 18, 2024**

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

**From:** Stacey Sovine, executive director of administrative services

**Date:** April 18, 2024

**Re:** Annual Pupil Transportation Services Agreement

**Information:**

CESO provides transportation routing services and maintains our daily routes as they change throughout the school year. They also provide customer service and operate a call center during District 191 school days. Their primary role is routing and support for district transportation. This agreement would authorize services to continue through June 30, 2025.



# Burnsville- Eagan- Savage School District

Transportation Management Services



## SERVICES AGREEMENT

THIS AGREEMENT is made effective for all purposes in all respects as of July 1, 2024 by and between (i) CESO Transportation, LLC (hereinafter referred to as “Company” or “CESO”), and (ii) Burnsville-Eagan-Savage School District 191 (hereinafter referred to as “Client”). Company and Client shall be collectively referred to as the “Parties.”

WHEREAS, Company is in the business of providing transportation management and operational services to school districts and other entities and is willing and able to provide these services to Client;

WHEREAS, Client desires to engage Company in the aforesaid capacity;

WHEREAS, the Company and Client wish to set forth in writing the terms and conditions of their Agreements and understandings.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **SCOPE OF SERVICES:** Company shall be responsible to perform the services set forth in the Scope Of Services and Pricing, which is attached hereto as Exhibit A and incorporated herein by reference. To the extent that the Scope Of Services and Pricing conflicts with the terms delineated in this Services Agreement, the terms in the Services Agreement shall control.
2. **TERM:** Services shall be provided on an annual basis, commencing on July 1, 2024, and ending on June 30, 2025. The term of this Services Agreement will renew automatically for an additional annual period unless notice of non-renewal is provided by Client in writing not later than March 1 of each year, or unless sooner terminated in accordance with the provisions of Section 12 hereof.
3. **RESPONSIBILITIES:**
  - a. Company will provide services as enumerated in the Scope of Services and Pricing with the care and skill ordinarily exercised by reputable members of its profession practicing under similar conditions during the period of this Services Agreement.
  - b. Client will provide all information necessary and access to information, staff and facilities as needed so that work can be conducted by Company in an economical, timely and safe manner.
  - c. The fees listed in the Scope of Services and Pricing is the amount owed to the Company for the services provided by Company under this Agreement.
  - d. Invoices will be submitted to Client every month for work performed during the month. The Client shall make payments in accordance with Section 7. a. of this Agreement.

4. INDEMNITY AND INSURANCE:

- a. Company shall indemnify and hold harmless Client against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Company, its employees, agents, subcontractors or licenses, of their obligation under this Agreement, or from any negligence or misconduct by Company, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Company’s proportion of the total fault which directly caused the damages.
- b. Client shall indemnify and hold harmless Company against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Client, its employees, agents, subcontractors or licenses, of their obligation under this Agreement, or from any negligence or misconduct by Client, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Client’s proportion of the total fault which directly caused the damages.
- c. Company carries coverage and limits of liability insurance for the Company’s own negligence as required by law and/or Client requirements. These include, but are not limited to the following:
  - i. Workers Compensation
  - ii. Employers’ Liability
  - iii. Comprehensive General Liability with the following coverage:
    - 1. Bodily Injury
    - 2. Property Damage
    - 3. Personal Injury
    - 4. General Aggregate
    - 5. Product
    - 6. Fire Damage
    - 7. Medical Expense
  - iv. Physical Loss insurance sufficient to cover loss or damage to Company’s owned or leased equipment.
  - v. Excess Umbrella Liability. Company’s policy provides coverage in addition to each of the coverages listed above including Comprehensive
  - vi. General Liability and Company Liability.

Company shall provide Certificates of Insurance to Client on request documenting all coverages, limits and endorsements within ten (10) days of request. The liability insurance policies shall have a minimum of one million dollars (\$1,000,000) per occurrence and shall name the Client as an additional insured.

5. DATA PRACTICES: Pursuant to Minnesota Statutes, Section 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated

by Company in performing this Agreement is subject to the requirements of the Minnesota Government Data Practices Act (“MGDPA”), Minnesota Statutes, Chapter 13, and Company must comply with those requirements as if it were a government entity. Company does not have a duty to provide access to public data if the data are available from Client, except as required by the terms of this Agreement.

6. **NON-DISCRIMINATION:** Pursuant to Minnesota Statutes, Section 181.59, Company will ensure that applicants are selected, and that employees are treated during employment, without regard to their race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability or age.
7. **PROMPT PAYMENT OF LOCAL GOVERNMENT BILLS:** All payments to Company shall be governed by the Prompt Payment of Local Government Bills, Minnesota Statutes, Section 471.425 (“Prompt Payment Act”), provided, however, that the interest rate for payments due but unpaid shall be four percent (4.00%) per annum. The statute requires invoices to be paid within 35 days of receipt, unless Client has notified Company within 10 days of receipt that the invoice is incorrect or otherwise improper, and in that case Client will make payment for the corrected invoice within 35 days of receipt.
8. **PROMPT PAYMENT TO SUBCONTRACTORS:** In accordance with Minnesota Statutes, Section 471.425, Company must pay any subcontractor within ten (10) days of Company’s receipt of payment from Client for undisputed services provided by the subcontractor. Company is to pay interest of one and one-half percent (1.5%) per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of one-hundred dollars (\$100) or more is ten dollars (\$10). For an unpaid balance of less than \$100, Company shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from Company must be awarded its costs and disbursements, including attorney’s fees, incurred in bringing the action.
9. **INDEPENDENT CONTRACTOR STATUS:**
  - a. Company is performing services under this Agreement as an independent contractor and its employees are not employees or agents of Client. Client’s financial obligation to Company is limited to the fees specified in this Agreement. No withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Company, and it is Company’s sole obligation to comply with the applicable provisions of all Federal and State tax laws.
  - b. Because Company is an independently established business, its employees are not eligible for and shall not participate in any fringe benefits available



to Client's employees, including, but not limited to, health, disability, life, retirement or deferred compensation.

- c. All individuals providing services to Client under this Agreement, including but not limited to the individuals in the positions specified in the Scope of Services and Pricing, are employees of Company, and thus Company has sole discretion to hire, supervise, and terminate the employment of such individuals. However, Client shall have the right, upon notice to Company, to preclude certain individuals from providing services to Client.

10. **COMPLIANCE WITH LAWS:** Company shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which Company is responsible.
11. **AUTHORITY TO CONTRACTOR AND ASSIGN:** Company has no authority to enter into contracts on behalf of Client, unless expressly granted such authority, in writing, by Client's School Board or its designee. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Client.
12. **TERMINATION:** Neither party will have a right to terminate this Agreement for convenience unless a termination fee in the amount of the remaining contract is paid to the Company.
13. **SEVERABILITY:** The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
14. **WAIVER OF BREACH:** The waiver of either Company or Client of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Company or Client.
15. **AMENDMENTS:** No amendment or variation of the terms and conditions of this Agreement or any attachment hereto shall be valid unless the same is in writing and signed by all of the Parties hereto.
16. **THIRD PARTIES:** The Client and the Company are the only Parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.
17. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and supersedes all prior written and oral communications between them with respect to the subject matter hereof. Any change, alteration or modification of this agreement must be in writing and signed by the parties and cannot be changed or modified orally.



**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have hereunto set their respective hands and seals or have caused it to be executed by their duly authorized representatives.

COMPANY:

CESO Transportation, LLC

CLIENT:

Burnsville-Eagan-Savage School District 191

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Name, Title

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Name, Title

Date:

Date:

## Exhibit A: Scope Of Services and Pricing

CESO Transportation, LLC (CESO) shall provide transportation services to the Burnsville-Eagan-Savage School District 191 (District 191) in the manner and at the pricing described herein.

### 1. Management Services

- a. *Account Leadership* - CESO will assign an account leader by name who will be directly responsible to District 191 leadership for the ongoing success of this Agreement. The CESO account leader will oversee the CESO team assigned to the District 191 contract and will be the senior CESO liaison for all matters related to CESO's contractual obligations and performance. At a minimum, this will include developing and presenting a performance summary during a quarterly contract performance meeting with a designee identified by District 191.
- b. *Account Management* - CESO will assign an account manager by name who will be directly accountable to District 191 for meeting all CESO contractual obligations, and for the overall performance of the CESO team. The account manager will serve the district as its on-call transportation expert. In this role they will be the primary advocate for District 191 to ensure the transportation program operates at the highest possible level of efficiency and effectiveness, and that district administrators receive the information they need to understand the status of District 191's transportation service. The specific functional responsibilities of the account manager will vary depending on circumstances but will include, at a minimum:
  - On-call expertise and advice.
  - Yearly reporting for annual transportation report.
  - Monthly review of transportation invoices.
  - Coordination of service delivery plans and operations with the District 191 bus company.
  - Assistance with bus contractor negotiations.

The account manager's time expended on these activities will be tracked and reported to the district monthly throughout the term of this Agreement. CESO will work cooperatively with District 191 to ensure this time is planned and utilized effectively. CESO and District 191 agree that this time will not be expended evenly throughout the year, and that time expended in excess of the Agreement minimum hours specified in the Pricing section of this Agreement may be required to ensure operational success. CESO will monitor trends and alert District 191 if CESO expects the annual time expended to exceed the Agreement minimum by more than fifteen percent (15%) at which time CESO and District 191 agree to adjust the

account manager’s assigned activities, the Agreement minimum hours for this service, or both.

The cost of Account Leadership services will be invoiced monthly as a fixed price component and Management Services will be invoiced monthly based on the Agreement maximum number of hours, as indicated in the Pricing section of this Agreement.

**2. Annual Route Planning Services**

a. CESO will be responsible for developing and ensuring the accuracy, efficiency, and effectiveness of District 191’s transportation routes. This will be a recurring seasonal activity during each year of this Agreement. These services will commence in January of each calendar year for routes that become operational at the start of the following school year. This activity will be staffed and completed by a CESO routing specialist identified by name, and assigned by CESO based on availability, expertise with the routing software designated for use in this Agreement, and knowledge of the Burnsville-Eagan-Savage Schools. Specifically, these services will include:

- Development, documentation, and delivery of an annual route development plan not later than January 31<sup>st</sup> of each year of this Agreement with tasks, timelines, milestones, deadlines, and responsibilities covering the entire planning timeline and concluding with the start of school in the following school year.
- A coordination meeting to occur between the CESO account manager, routing specialist, and District 191 designees as soon as feasible after the delivery of the route development plan to identify, discuss, and document routing efficiency and effectiveness objectives for the following school year. CESO and District 191 agree to work cooperatively to identify whether any of the subsequent planning efforts require add-on Consulting Services as described herein.
- Development and documentation of new transportation routes and schedules for the following school year in accordance with the milestones identified in the plan.
- Distribution of routing information to all stakeholders prior to the start of school in accordance with the milestones as documented in the plan.

The cost of this Annual Route Planning Services will be invoiced monthly as a fixed price component as indicated in the Pricing section of this Agreement.

**3. Daily Operational Services**

a. *Customer Service* - CESO will provide a call center-based service from 6:00 AM to 6:00 PM Central Time to coincide with each school day identified on District

191’s school calendar, and for 30 additional working days during each year of this Agreement. CESO and District 191 agree to work cooperatively to identify the days in which the call center service will be available when the district is not in session.

CESO will utilize call center management technologies as identified for use in this Agreement to monitor, prioritize, address, and resolve the district’s customer service events including inquiries, requests, and complaints. CESO will comply with the following minimally acceptable standards in the provision of these services, except for the two weeks preceding and the two weeks following the first day of school:

- Answer a minimum of ninety percent (90%) of all telephone calls in the order they are received.
- Place outbound telephone calls to acknowledge all voicemail messages within two (2) hours of receipt.
- Acknowledge all email inquiries on the same day of receipt.
- Work cooperatively with District 191 to develop, document, and comply with additional standards of service, as required.

CESO will report monthly on the number and type of customer service events administered on behalf of District 191, and the results achieved in meeting the standards of service as described.

b. *Operational Oversight* - CESO will not monitor the daily bus operations of District 191 bus company. CESO will work cooperatively with District 191 to establish protocols and systems to direct daily operational inquiries directly to District 191’s bus company.

c. *Daily Route Maintenance* - The CESO team will perform daily route maintenance activities up to and including adding, changing, and deleting student assignments, reassigning students to bus stops, placing bus stop locations, or adjusting route paths within parameters established by the account manager in cooperation with District 191. All other routing activities, such as the addition or deletion of bus routes, or changes falling outside of the established parameters, will be addressed as part of the Annual Route Planning Services or Consulting Services, as appropriate and as described in this Agreement. CESO will comply with the following minimally acceptable standards in the provision of these services, except for the two weeks preceding and the two weeks following the first day of school:

- Complete all required route maintenance activities falling within the established parameters within four (4) working days of receiving the required information.
- Resolve all requests received that fall outside the established parameters within five (5) working days of receipt.

CESO will report monthly on the number and type of route maintenance events monitored on behalf of District 191, and the results achieved in meeting the standards of service as described.

The cost of Daily Operational Services will be invoiced monthly as a fixed price component as indicated in the Pricing section of this Agreement.

**4. Technology**

a. *CESO Transportation Technology Platform* – The following technologies will be provided by CESO and will be utilized to support the services provided in this Agreement:

- *Daily Operational Services* – CESO will utilize Genesys, the call center management, and Rotulu, the customer event tracking and workflow management software applications as the operational services components of the CESO Transportation Technology Platform. CESO and District 191 agree to work cooperatively to establish telephone, email, and customer service protocols that will meet the needs of District 191’s transportation program and the standards of service requirements of this Agreement.

b. *District 191 Technology* – District 191 agrees to provide the following elements of data integration necessary to support the services and standards described herein:

- *Route Planning and Route Maintenance Services* – CESO will utilize VersatransRP, the route development and route management software currently licensed to District 191. CESO staff will be provided with login-based access to this system on request. All data maintained within this system will remain the property of District 191 and will be provided to District 191 on request and on termination of this Agreement in a format acceptable to District 191.
- *Student Information System* – District 191 agrees to provide access to the Synergy student information system for the purpose of accessing student information. This access will be via data integration with the CESO Transportation Technology Platform as described, and via a reasonable number of secure login-based accounts for CESO staff as deemed necessary for meeting the terms and conditions of this Agreement.
- *Telephone and email access* - CESO agrees to work cooperatively with District 191 bus contractors as necessary to support the services and standards described in this Agreement.

The cost of Technology Services will be invoiced monthly as a fixed price component as indicated in the Pricing section of this Agreement.

**5. Consulting Services**



- a. *As Needed Consulting Services* – CESO and District 191 agree to work cooperatively to define and document a scope of work to accomplish any required service not otherwise included in this Agreement. CESO agrees to perform such services, to document and report on the level of effort expended, and to charge only the amounts identified in the Pricing section of this Agreement.

**6. Pricing**

- a. District 191 agrees to compensate CESO for the services described in this Agreement in accordance with the following AGREEMENT PRICING & INVOICING.
- b. District 191 agrees that, should the term of the Service Agreement be extended, the annual pricing shall increase by three percent (3%) for each subsequent year of service.

**AGREEMENT PRICING & INVOICING**

Service (Agreement Section)	Billing Type	Unit Minimum	Unit Cost	Annual Cost	Monthly Invoice
1a. Account Leadership	Fixed	1	1,000.00	1,000.00	83.33
1b. Account Management	Hourly	150	135.00	20,250.00	1,687.50
2a. Annual Route Planning	Fixed	1	42,000.00	42,000.00	3,500.00
3a. Daily Customer Service	Fixed	1	56,250.00	56,250.00	4,687.50
3b. Operational Oversight	Fixed	0	-	-	-
3c. Daily Route Maintenance	Fixed	1	73,125.00	73,125.00	6,093.75
4a. CESO Technology	Fixed	1	1,500.00	1,500.00	125.00
4b. District 191 Technology	Fixed	1			-
4c. Bus Contractor Technology	Fixed	0	-	-	-
5a. As-Needed Consulting Services	Hourly	0	150.00	-	-
<b>Contract Totals</b>				<b>194,125.00</b>	<b>16,177.08</b>

*Note: 4b. District 191 Technology excludes the annual cost of the software license to Versatrans RP which is paid directly by District 191.*



**Agenda III.D.  
April 18, 2024**

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

**From:** Dr. Chris Bellmont, assistant superintendent

**Date:** April 18, 2024

**Re:** Policy 602: *Organization of the School Calendar and School Day*

We are seeking Board direction around the Organization of the School Calendar and School Day. Specifically, we are wondering about the minimum number of instructional days that is set forth by the Board. Due to recent READ Act legislation, our task force is needing to look innovatively at professional development time in order to meet the requirements. One solution that has been suggested is to decrease the number of instructional days to 169 for the 2024-25 school year. Minnesota state statute calls for a minimum of 165 instructional days for each student.

*Adopted:* 4/1991  
*Reviewed:* 10/12/2023  
*Revised:* 10/26/2023  
*Rescinds:* IC, ICA & ID

*Burnsville-Eagan-Savage School District Policy 602*

## **602 ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY**

### **I. PURPOSE**

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

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

The school calendar and schedule of the school day are important to parents, students, employees, and the general public for advance, effective planning of the school year.

### **III. CALENDAR RESPONSIBILITY**

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

1. The superintendent or designee shall submit a calendar recommendation for the following school year to the school board no later than November of each year.
2. The school calendar will establish at least 170 student contact days and the contractual work days for instructional staff.

B. Except for learning programs during summer and flexible learning year programs, the school district will not commence an elementary or secondary school year before Labor Day, except as provided in Section III.B.1., III.B.2., or III.B.3. Days devoted to teacher's workshops may be held before Labor Day.

1. The school district may begin the school year on any day before Labor Day to accommodate a construction or remodeling project of \$400,000 or more affecting a school district school facility.
2. The school district may begin the school year on any day before Labor Day if the school district has agreement under Minnesota Statutes, section 123A.30, 123A.32, or 123A.35 with a school district that qualifies under Section III.B.1.

3. The school district may begin the school year on any day before Labor Day if the school district agrees to the same schedule with a school district in an adjoining state. The following dates are designated as non-classroom days: Labor Day, two days in October during the annual convention for Education Minnesota, Thanksgiving and the Friday after Thanksgiving, Martin Luther King, Jr., Day, Memorial Day, and Juneteenth. A winter break of at least seven days (excluding weekends) will be scheduled.
- C. Employee and advisory groups shall be provided an opportunity to participate in school calendar considerations through a meet and confer process.

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

- A. The superintendent or designee shall be responsible for developing a schedule for the student day, subject to review by the school board. All requirements and provisions of Minnesota Statutes and Minnesota Department of Education Rules shall be met.
- B. In developing the student day schedule, the superintendent or designee shall consider such factors as school bus schedules, cooperative programs, differences in time requirements at various grade levels, effective utilization of facilities, cost effectiveness, and other concerns deserving of attention.
- C. The superintendent or designee shall establish a schedule for the school day that exceeds the minimum number of hours established in Minnesota statute by at least two instructional days to provide for possible emergency closings.
- D. Proposed changes in the school day shall be subject to review and approval by the school board.

#### **V. E-LEARNING DAYS**

- A. An “e-learning day” is a school day where a school offers full access to online instruction provided by students’ individual teachers due to inclement weather.
- B. A school district may designate up to five e-learning days in one school year.
- C. An e-learning day is counted as a day of instruction and included in the hours of instruction pursuant to Section III.A., above.
- D. A school board may adopt an e-learning day plan after consulting with the exclusive representative of the teachers. The e-learning day plan developed by the school district will include accommodations for students without Internet access at home and for digital device access for families without the technology or with an insufficient amount of technology for the number of children in the household. The plan must also provide accessible options for students with disabilities.

- E. The school district must notify parents and students of its e-learning day plan at the beginning of each school year.
- F. When an e-learning day is declared by the school district, notice must be provided to parents and students at least two hours prior to the normal school start time that students will need to follow the e-learning day plan for that day.
- G. On an e-learning day, each student's teacher must be accessible both online and by telephone during normal school hours to assist students and parents.
- H. When the school district declares an e-learning day, it must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

***Legal References:*** Minn. Stat. § 10.55 (Juneteenth)  
Minn. Stat. § 120A.40 (School Calendar)  
Minn. Stat. § 120A.41 (Length of School Year; Hours of Instruction)  
Minn. Stat. § 120A.414 (E-Learning Days)  
Minn. Stat. § 120A.415 (Extended School Calendar)  
Minn. Stat. § 120A.42 (Conduct of School on Certain Holidays)  
Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination)  
Minn. Stat. § 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions)  
Minn. Stat. § 123A.30 (Agreements for Secondary Education)  
Minn. Stat. § 123A.32 (Interdistrict Cooperation)  
Minn. Stat. § 123A.35 (Cooperation and Combination)  
Minn. Stat. § 124D.126 (Powers and Duties of Commissioner; Flexible Learning Year Programs)  
Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)  
Minn. Stat. § 124E.25 (Payment of Aids to Charter Schools)  
Minn. Stat. § 127A.41, Subd. 7 (Distribution of School Aids; Appropriation)  
Minn. Stat. § 645.44 (Words and Phrases Defined)

***Cross References:*** Burnsville-Eagan-Savage School District Policy 425 (Staff Development)



# Burnsville-Eagan-Savage School District 191 2024-25 School Year Calendar

JULY 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST 2024						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER 2024						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER 2024						
Su	M	Tu	W	Th	F	Sa
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20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER 2024						
Su	M	Tu	W	Th	F	Sa
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3	4	5	6	7	8	9
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17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER 2024						
Su	M	Tu	W	Th	F	Sa
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22	23	24	25	26	27	28
29	30	31				

JANUARY 2025						
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12	13	14	15	16	17	18
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26	27	28	29	30	31	

FEBRUARY 2025						
Su	M	Tu	W	Th	F	Sa
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23	24	25	26	27	28	

MARCH 2025						
Su	M	Tu	W	Th	F	Sa
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23	24	25	26	27	28	29
30	31					

APRIL 2025						
Su	M	Tu	W	Th	F	Sa
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY 2025						
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11	12	13	14	15	16	17
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25	26	27	28	29	30	31

JUNE 2025						
Su	M	Tu	W	Th	F	Sa
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## Start and End Dates

- Sept. 3 ..... First Day of School for Most Grades (see back-to-school details at [www.isd191.org](http://www.isd191.org))
- June 5 ..... Last Day of School
- June 6 ..... Graduation Class of 2025 & Professional Day (No Students)

## Instructional Schedule

- No School for all students on shaded dates.
- Remote Learning Day for all students on shaded dates.

- Aug. 20-22 ..... New Staff Workshops
- Aug. 26-29 ..... Professional Day (No Students)
- Sept. 2 ..... Labor Day (No Students)
- Sept. 3 ..... First Day of School for Most Students
- Oct. 14-16 ..... Parent-Teacher Conferences & Teacher Prep (No Students)
- Oct. 17-18 ..... MEA (No Students)
- Nov. 5 ..... Remote Learning Day
- Nov. 8 ..... Last Day of 1st Quarter
- Nov. 11 ..... Professional Day (No Students)
- Nov. 28-29 ..... Fall Break (No Students)
- Dec. 23- Jan.1 ..... Winter Break (No Students)
- Jan.16 ..... Last Day of Second Quarter/First Semester
- Jan.17 ..... Professional Day (No Students)
- Jan. 20 ..... MLK, Jr. Day (No Students)
- Feb. 17 ..... Professional Day (No Students)
- March 5-7 ..... Spring Conferences & Teacher Prep (No Students)
- March 21 ..... Last Day of 3rd Quarter
- March 31- April 4 .... Spring Break (No Students)
- April 7 ..... Professional Day (No Students)
- May 2 ..... Remote Learning Day
- May 26 ..... Memorial Day (No Students)
- June 5 ..... Last Day of School
- June 6 ..... Graduation & Professional Day

Total School Days ..... 170  
Total Teacher Work Days ..... 184



**Agenda III.E.  
April 18, 2024**

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

**From:** Cody Hoang, student board representative

**Date:** April 18, 2024

**Re:** Student Board Representative Report

Receive a report from Cody Hoang, student board representative.



**Agenda III.F.  
April 18, 2024**

**To:** Board of Education  
**From:** Dr. Theresa Battle, superintendent  
**Date:** April 18, 2024  
**Re:** Superintendent Report

Receive a report from Dr. Theresa Battle, superintendent.



**Agenda III.G.  
April 18, 2024**

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

**From:** Eric Miller, board chair

**Date:** April 18, 2024

**Re:** Board Member Reports

Receive reports from board members.

**April 18, 2024 Board Meeting**

Board Members’ Questions and Staff Responses regarding BoardBook materials

(Donations Report)

Board Member Question	Staff Response
<p>Since meals are free in MN and a la carte items at elementary would be limited based on account balance, do we have \$3,000 in meal account overages as specified in the donation? If not, how will we handle the very thoughtful and generous \$3,000 donation from Prince of Peace to clear student meal account balances at two of our elementary schools?</p>	<p>Prince of Peace recently donated \$3000 to be applied to GP and SO student negative balances. We still have about \$56,000 in negative balances (active and closed accounts) from previous school years that we are continuing to collect on. As of June 30, 2024, this debt would need to be covered by the general fund, as it would be considered "bad debt" and Food Service would have tried to collect on it for the past year.</p>

(Resolution for nonrenewal of teaching contracts)

Board Member Question	Staff Response
<p>With the release of the Probationary staff on the agenda, I assume that is related to our annual rightsizing efforts, or are there other reasons for such a large list?</p>	<p>The list includes release of probationary for performance, right-sizing and those with a Tier 1 license that are only good for one-year. We can rehire Tier 1, but only after we show that we could not find any Tier 2, 3 and 4 teachers with that license.</p>


(Topic)

<b>Board Member Question</b>	<b>Staff Response</b>

School Board Minutes  
 INDEPENDENT SCHOOL DISTRICT 191  
 March 28, 2024

The regular meeting of the Board of Education was called to order by Chair Miller at 6:30 p.m. The meeting was held at Diamondhead Education Center, 200 West Burnsville Parkway, Burnsville, MN, 55333.

Call to Order

Directors Alt, Chester, Hume, Werb, and Chair Miller were present. Director Mursal was absent. Superintendent Dr. Battle, Student Representative Cody Hoang, administrators, staff and members of the public were also present.

Attendance

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

Welcome and  
 Pledge of  
 Allegiance

Moved by Werb, seconded by Chester to approve the agenda. The motion carried unanimously (5,0)

Agenda

Director Conner arrived at 6:32 p.m.

Received a report about Nicollet Middle School Chess Club Field Trip from Dr. Chris Bellmont, assistant superintendent, Brian Ribnick, chess club advisor and Andy Gehrke, parent

Reports

Received a report about Student Performance and Achievement Committee – Addressing Disparities: Academic, Multilingual, Discipline/Exclusion from Amy Piotrowski, director of student support services and Isis Buchanan, director of educational equity.

Received a report about the calendar design and recommendations for the 2025-2026 School Year from Dr. Chris Bellmont, assistant superintendent, and Wendy Drugge, BEA president.

Received a report about the written response to the Vote of Nonconcurrency from Dr. Battle, superintendent and Isis Buchanan, director of educational equity.

Received a report about the FY25 Preliminary Budget from Superintendent Dr. Battle.

Received reports about Board committees, appointments and school assignments: Director Chester reported on the Legislative Committee and their day at the MSBA Day at the Capital and plans for drafting a letter to legislators, Director Conner reported on the Policy Review Committee meeting, Director Alt gave an update for the Negotiations Committee, Director Chester reported on ISD 917 and Director Conner gave an update on AMSD.

Moved by Alt, seconded by Hume to approve the consent agenda:  
 -Approve minutes of the regular board meeting on March 14, 2024.  
 -Approve personnel recommendations for Amanda Ewers, Cassey Lake, Stephanie Kerber, Steven McGee, Antanaya Ferguson, Briann Handahl, Mary Kay Ashley, Dominic Parker -Sims, Emily Najjar-Field, Hawar Ahmed, Hayat Outmane, John Spangler, Lisbeth Molina Alejandro, Mahwa Adoch, Grace Lee, Ruth Davila, Adrienne Turzynski, Ashley Fogarty, Daniel Boos, Ines Arizaga Guaman, Julie Vue, Michele Carroll, Molly Holmes, and Jean Jones.  
 -Adopt a resolution to approve and accept donations as presented.  
 -January payroll checks in the net amount of \$4,142,010.02. January claims to date, wire transfers and adjustments totaling \$19,639,679.32. Also, that the Board accepts December receipts of \$16,407,853.57 and investments for the General Fund and OPEB of \$73,590,801.98 as of January 31, 2024.  
 -Accepts the Budget Analysis for the month ending January 31, 2024.  
 -Receive a report about the Listening Session on March 14, 2024.  
 -Approve, on a second reading basis, changes to policies: 606 *Instructional Materials* and 416: *Drug, Alcohol, and Cannabis Testing*.

The motion carried unanimously (6,0).

Moved by Conner, seconded by Chester, to approve the Academic Calendar for the 2024-2025 School Year. The motion carried unanimously (6,0).

Moved by Alt, seconded by Conner, to approve the Written Response to the Vote of Nonconcurrency. The motion carried unanimously (6,0).

Moved by Hume, seconded by Werb to approve the Nicollet Middle School Chess Club Field Trip on May 9-14, 2024. The motion carried unanimously (6,0).

Moved by Miller, seconded by Hume to move to a recess at 7:59 p.m. until 8:10 p.m. The motion carried unanimously (6,0).

The work session to discuss Insurance Premium Increases and Creating a School System that Attracts and Serves all Students began at 8:13 p.m. and ended at 9:20 p.m.

Moved by Hume, seconded by Werb to move to a closed session at 9:20 p.m. to discuss Labor Negotiations Strategy under Minnesota Statutes Section 13D.03. The motion carried unanimously (6,0).

The closed session to discuss labor negotiations started at 9:27p.m. In attendance were Chair Miller, Director Werb, Director Chester, Director Conner, Director Hume, Director Alt, Stacey Sovine, executive director of

Consent Agenda  
 Minutes  
 Personnel  
 Recommendations  
 Donations  
 Checks, Receipt,  
 Claims and  
 Investments

Budget Analysis  
 Listening Session  
 Policies

Academic  
 Calendar

Vote of  
 Nonconcurrency

Field Trip

Recess

Insurance  
 Premium Increase  
 Creating a School  
 System

Closed Session to  
 Discuss Labor  
 Negotiations

administrative services, Aaron Tinklenberg, director of communication, Dr. Theresa Battle, superintendent, and Dr. Chris Bellmont, assistant superintendent. The session ended at 9:44 p.m.

Moved by Miller and seconded by Hume to adjourn the meeting.

The meeting adjourned at 9:45 p.m.

Adjourn

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Abigail Alt, Clerk April 18, 2024  
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: April 18, 2024

CLASSIFICATION	ACTION	NAME	FINAL	LOCATION	POSITION	EFFECTIVE DATE	HOURS / FTE
Certified	Appointment	Amanda Malz		Harriet Bishop Elementary	Long Term Substitute Teacher	04/19/2024	1.0 FTE
Certified	Change of Assignment	Melanie Johnson		Virtual Academy	Teacher	08/26/2024	.50 FTE
Certified	Change of Assignment	Zachary Thompson		Virtual Academy	Teacher	08/26/2024	0.72 FTE
Certified	Leave of Absence	Alesha Wening		Vista View Elementary School	Teacher	2024-2025 School Year	.125 FTE
Certified	Leave of Absence	Alexis Rolie		Gideon Pond Elementary	Teacher	2024-2025 School Year	1.0 FTE
Certified	Leave of Absence	Alta Simon		Hidden Valley Elementary	Teacher	2024-2025 School Year	1.0 FTE
Certified	Leave of Absence	Anthony Coronis		Nicollet Middle School	Teacher	2024-2025 School Year	1.0 FTE
Certified	Leave of Absence	Dawn Hoins		Rahn Elementary School	Teacher	2024-2025 School Year	1.0 FTE
Certified	Leave of Absence	Debra Wurdeman		WM. Byrne Elementary School	Teacher	2024-2025 School Year	1.0 FTE
Certified	Leave of Absence	Jennifer McCarthy		Rahn Elementary School	Teacher	2024-2025 School Year	1.0 FTE
Certified	Leave of Absence	Julia Ulinch		Hidden Valley Elementary	Teacher	2024-2025 School Year	1.0 FTE
Certified	Leave of Absence	Kerianne Green		Vista View Elementary School	Teacher	2024-2025 School Year	1.0 FTE
Certified	Leave of Absence	Kimberly Moren	*	Burnsville High School	Teacher	2024-2025 School Year	1.0 FTE
Certified	Leave of Absence	Meghan Bartling		Gideon Pond Elementary	Teacher	2024-2025 School Year	1.0 FTE
Certified	Leave of Absence	Stacy Coronis		Harriet Bishop Elementary	Teacher	2024-2025 School Year	1.0 FTE
Certified	Resignation	DarylAnn Webb		Sky Oaks Elementary School	Teacher	06/07/2024	1.0 FTE
Certified	Resignation	Hodan Ibrahim	*	Hidden Valley Elementary	Teacher	06/07/2024	1.0 FTE
Certified	Retirement	Samuel Zupke		WM. Byrne Elementary School	Teacher	06/07/2024	1.0 FTE
Classified	Appointment	Elizabeth Heger		Burnsville High School	Clerical	04/11/2024	8 hours/day
Classified	Appointment	Eric Otto		Burnsville High School	Baseball- Assistant Coach	Spring Stipend	.177 FTE Stipend
Classified	Appointment	Jackson Kieffer		Burnsville High School	Baseball- Assistant Coach	Spring Stipend	.33 FTE Stipend
Classified	Appointment	Meg Pawley		Burnsville High School	Strength and Conditioning- Head Coach	Spring Stipend	.25 FTE Stipend
Classified	Appointment	Ragan Fimbach		Hidden Valley Elementary	Long Term Substitute Educational Assistant	04/04/2024	7.25 hours/day
Classified	Appointment	Ryan King		Burnsville High School	Strength and Conditioning- Head Coach	Spring Stipend	.75 FTE Stipend
Classified	Appointment	Sean Simmons		Eagle Ridge Middle School	Weight Room- Head Coach	Spring Stipend	.219 FTE Stipend
Classified	Appointment	Tracy Morales		ECSE Center	Educational Assistant	04/15/2024	6.5 hours/day
Classified	Change of Assignment	Paul McDevitt		Eagle Ridge Middle School	Weight Room- Head Coach	01/09/2024	.6 FTE Stipend
Classified	Probationary Release	Preston Parks		District-wide	Food Service Assistant Manager	04/04/2024	7.5 hours/day
Classified	Resignation	Annica Reddemann	*	Burnsville High School	Danceline Performance - Assistant Coach	03/26/2024	.55 FTE Stipend
Classified	Resignation	Bounthavy Khamratthanome	*	Burnsville High School	Football- Assistant Coach	04/15/2024	.72 FTE Stipend
Classified	Resignation	Britney Lallier	*	Diamondhead Education Center	Clerical	04/26/2024	8 hours/day
Classified	Resignation	Farfun Ali		Hidden Valley Elementary	Educational Assistant	03/25/2024	7.25 hours/day
Classified	Resignation	John Baker	*	Diamondhead Education Center	Finance Controller	05/31/2024	8 hours/day
Classified	Resignation	Marla Reuvers	*	Burnsville High School	Swimming- Assistant Coach	04/12/2024	1.0 FTE Stipend
Classified	Resignation	Michele Carroll		Burnsville High School	DECA - Assistant Coach	5/15/2024* Correction	1.0 FTE Stipend
Classified	Retirement	Pamela Jensen	*	Diamondhead Education Center	Project Manager- Finance	06/30/2024	8 hours/day



**Agenda IV.A.3  
April 18, 2024**

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

**From:** Tyler Dehne, director of finance

**Date:** April 18, 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 April 18, 2024.

\_\_\_\_\_  
Clerk – Board of Education

3/24/2024	Sheryl and Michael Burkhardt	Community Education	Brainpower in a Backpack	\$250
3/22/2024	Ronald Roelke	Community Education	Brainpower in a Backpack	\$20
4/4/2024	Prince of Peace Lutheran Church	Food & Nutrition Services	To clear negative balances on student meal accounts at SO and GP	\$3,000
4/15/2024	Youth Service America	Community Education	Brainpower in a Backpack	\$500.00
4/16/2024	Alisha Kaul-Nelson and Curtis Nelson	Community Education	Brainpower in a Backpack	\$72

**Total monetary donation received: \$3842.00**



**Agenda IV.A.4.  
April 18, 2024**

**To:** Board of Education

**From:** Dr. Theresa Battle, superintendent

**Date:** April 18, 2024

**Re:** Report about the Listening Session

**Recommendation:** Receive a report about the listening session scheduled on March 28, 2024

No one spoke at the meeting on March 28, 2024.



**Agenda Item: IV.A.5.  
April 18, 2024**

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

**From:** Kevin Kleiner, athletic director

**Date:** April 18, 2024

**Re:** Dissolution of the Girls Hockey Cooperative with St. Paul Academy and Summit School, St. Agnes High School, De La Salle High School, Faribault High School and Bethlehem Academy

**RECOMMENDATION:** That the Board of Education approves a dissolution of the cooperative sponsorship of Girls Hockey with St. Paul Academy and Summit School, St. Agnes High School, De La Salle High School, Faribault High School and Bethlehem Academy.

**Background Information:**

Members of the current girl's hockey cooperative have asked to dissolve this cooperative to join other cooperatives that are in closer proximity. There is not a finalized plan at this time, but school and program leadership are pursuing a new cooperative sponsorship program in girl's hockey. Per MSHSL policy, any change in cooperative membership requires the cooperative to be dissolved and new cooperative sponsorship to be created.

**Application for DISSOLUTION of Cooperative Sponsorship**

**Deadline: Not later than the first day of practice for that sport season.**  
**PLEASE SEE BYLAW 403.2 (A-C) and 403.4 (A-D) (amended May 15, 2017) FOR INFORMATION REGARDING REQUIRED DOCUMENTATION AND APPLICATION PROCEDURE**

The governing boards of each participating school must jointly make application for dissolution of cooperative sponsorship. On behalf of the following schools, we hereby apply for dissolution of the cooperative sponsorship of

**Hockey, Girls'** beginning with the **2024** - **2025** school year.  
 (activity) (boys' or girls') (Adapted-CI or PI)

List **ALL** schools included in the cooperative sponsorship. *Attach another form if necessary.*

	<b>School</b>	<b>City</b>
High School #1:	Burnsville High School	Burnsville
High School #2:	St. Paul Academy and Summit School	St. Paul
High School #3:	St. Agnes High School	St. Paul
High School #4:	DeLaSalle High School	Minneapolis
High School #5:	Faribault High School	Faribault
High School #6:	Bethlehem Academy	Faribault

1. Has the school board of each member school of the existing co-op approved a resolution to dissolve the co-op?

- Yes** A copy of the resolution approved by the school board of each member school, stating the reason to dissolve the co-op, MUST be included with this application.
- No** DO NOT SUBMIT this application until a resolution, stating the reason to dissolve the existing co-op, has been approved by the school board of each member school.

2. Please circle appropriate letter.

	<u>Member School</u>		<u>Reason for the Dissolution</u>
High School #1	A      B      C	A.	Our school is dropping the activity.
High School #2	A      B      C	B.	Our school will sponsor this activity without a cooperative sponsorship.
High School #3	A      B      C	C.	Our school will sponsor this activity as part of a new cooperative sponsorship. Please submit an Application for Cooperative Sponsorship for the new co-op.
High School #4	A      B      C		
High School #5	A      B      C		
High School #6	A      B      C		

**Signature of the person duly authorized by the member school to act on behalf of the member school.**

High School #1:	_____	_____
	Designated School Representative	Title of the Designated School Representative
High School #2:	<u><i>Paul Moyer</i></u>	<u><b>K-12 Director of Athletics</b></u>
	Designated School Representative	Title of the Designated School Representative
High School #3:	_____	_____
	Designated School Representative	Title of the Designated School Representative
High School #4:	<u><i>Sampson Jones</i></u>	<u><b>Interim Director of Student Activities</b></u>
	Designated School Representative	Title of the Designated School Representative

High School #5:

\_\_\_\_\_  
Designated School Representative

\_\_\_\_\_  
Title of the Designated School Representative

70

High School #6:

\_\_\_\_\_  
*Edward Friesen*  
Designated School Representative

\_\_\_\_\_  
**Activities Director/Dean**  
Title of the Designated School Representative

**Official Action of the MSHSL Board of Directors**

Approved

Not Approved

Signature: \_\_\_\_\_  
MSHSL Executive Director

Date: \_\_\_\_\_

## April 18, 2024 Board Meeting

### Board Members' Questions and Staff Responses regarding BoardBook materials

#### (Donations Report)

Board Member Question	Staff Response
<p>Since meals are free in MN and a la carte items at elementary would be limited based on account balance, do we have \$3,000 in meal account overages as specified in the donation?</p> <p>If not, how will we handle the very thoughtful and generous \$3,000 donation from Prince of Peace to clear student meal account balances at two of our elementary schools?</p>	<p>Prince of Peace recently donated \$3000 to be applied to GP and SO student negative balances. We still have about \$56,000 in negative balances (active and closed accounts) from previous school years that we are continuing to collect on. As of June 30, 2024, this debt would need to be covered by the general fund, as it would be considered "bad debt" and Food Service would have tried to collect on it for the past year.</p>

#### (Resolution for nonrenewal of teaching contracts)

Board Member Question	Staff Response
<p>With the release of the Probationary staff on the agenda, I assume that is related to our annual rightsizing efforts, or are there other reasons for such a large list?</p>	<p>The list includes release of probationary for performance, right-sizing and those with a Tier 1 license that are only good for one-year. We can rehire Tier 1, but only after we show that we could not find any Tier 2, 3 and 4 teachers with that license.</p>


(Topic)

<b>Board Member Question</b>	<b>Staff Response</b>

**Agenda IV.B.1.**  
**April 18, 2024**

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

**From:** Stacey Sovine, executive director of administrative services

**Date:** April 18, 2024

**Re:** Approve Premiums and Rates for Employee Benefits

**Recommendation:** That the Board of Education approves the FY25 premiums and rates for employee benefits.

Below are the premiums/rates for the respective employee benefits for our July 1, 2024 through June 30, 2025 plan year.

**Health Self Insured Employee Benefit:**

Plan 1, HRA Contribution match to deductible (\$1,000 single/\$2,000 family deductible):  
Family coverage, Annual premium of \$38,243.52 and a \$2,000 HRA contribution for a monthly combined premium of \$3,186.96

Single coverage, Annual premium of \$15,131.52 and a \$1,000 HRA contribution for a monthly combined premium of \$1,260.96

Plan 2, Fixed HRA Contribution (\$2,000 single/\$3,000 family deductible):

Family coverage, Annual premium of \$36,410.88 and a \$2,000 HRA contribution for a monthly combined premium of \$3,034.24

Single coverage, Annual premium of \$14,417.76 and a \$1,000 HRA contribution for a monthly combined premium of \$1,201.48

**Dental Self Insured Employee Benefit:**

Family coverage full monthly premium rates will hold at \$100.69 and an annual cost of \$1,208.29

Single coverage full monthly premium rates will hold at \$38.55 and an annual cost of \$462.62

Employer and Employee portion of above premiums and rates are dependent upon contract language covering employee's employment with the district.

**Group Life Insurance:**

Rates hold at \$0.060 per \$1,000 effective July 1, 2024

**Long Term Disability Insurance:**

Rates hold at \$0.00418 per \$1,000 effective July 1, 2024

**Agenda IV.B.2.  
April 18, 2024**

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

**From:** Stacey Sovine, executive director of administrative services

**Date:** April 18, 2024

**Re:** Resolution relating to the Termination of Teaching Contracts for the following long-term substitute teachers effective at the close of the 2023-2024 school year.

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

**BE IT RESOLVED**, by the Board of Education of School District 191, that the teaching contracts of the following long-term substitute teachers be terminated at the close of the 2023-2024 school year.

<b>Last Name</b>	<b>First Name</b>	<b>Building</b>
Baumann	Michelle	Rahn
Bjoin	Connie	Sky Oaks
Daly	Julie	Edward Neill
Ewers	Amanda	Eagle Ridge
Lake	Cassey	Vista View
Malz	Amanda	Harriet Bishop
McGee	Anne	Burnsville Alternative High School
Nordmark	Pamela	Eagle Ridge
Reuter	Lisa	Rahn
Reyes	Juan	Burnsville High School
Schlink	Joanne	Hidden Valley
Spangler	John	Vista View
Teerlinck	Louis	Hidden Valley
Tofte	Andrew	Rahn
Van Hattum	David	Burnsville High School

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

**Agenda IV.B.3.  
 April 18, 2024**

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

**From:** Stacey Sovine, executive director of administrative services

**Date:** April 18, 2024

**Re:** Resolution relating to the termination and nonrenewal of that portion of teaching contracts in excess of 1.0 and/or beyond contractual rights at the conclusion of the 2023-2024 school year.

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

**BE IT RESOLVED**, by the Board of Education of School District 191, that the portion of the teaching contracts of staff in excess of 1.0 and/or contractual rights be terminated at the close of the 2023-2024 school year.

Last Name	First Name	Full Time Equivalent (FTE)
Abdullahi	Ibrahim	0.03095
Adkins	Abigail	0.03075
Blair	Michael	0.065
Blazquez	Javier	0.04157
Brown	Christopher	0.065
Challgren	Peg	0.065
Glas	John	0.065
Grueneich	Janelle	0.065
Hammer	Jeffrey	0.065
Hermes	Shelley	0.02183
Huemoeller	Michael	0.00277
Kammuller	Inga	0.065
Moran	Molly	0.02152
Morgan	William	0.00184

Last Name	First Name	Full Time Equivalent (FTE)
Nesseth	Paul	0.065
Schmidt-Boyles	Dawn	0.065
Shimshock	Erik	0.00184
Stachowski	Susan	0.00184
Thomas	Jessica	0.065
Weilandgruber	Elizabeth	0.01755
Wening	Alesha	0.065
West	Julie	0.01243

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

**Agenda IV.B.4.  
 April 18, 2024**

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

**From:** Stacey Sovine, executive director of administrative services

**Date:** April 18, 2024

**Re:** Resolution relating to the Termination and Nonrenewal of the Teaching Contracts of Probationary Certified Personnel at the close of the 2023-2024 school year.

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

**BE IT RESOLVED**, by the Board of Education of School District 191, pursuant to Minnesota Statute § 122A.40 that the teaching contracts of the following licensed probationary teachers in Independent School District 191 be terminated at the end of the 2023-2024 school year.

Last Name	First Name	Building	Full Time Equivalent (FTE)
Abdullahi	Sahro	Burnsville High School	1.0
Alt	Brett	Burnsville High School	1.0
Armstrong	Ryann	Edward Neill	1.0
Athey	Callie	Rahn	1.0
Baumann	Michelle	Rahn	1.0
Bolfing	Alisha	Vista View	1.0
Boogerd	Amanda	Burnsville High School	1.0
Borup	Melissa	Burnsville High School	1.0
Branham	Elizabeth	Edward Neill and Vista View	1.0
Brevik	Lori	Burnsville High School	1.0
Bunney	Brandon	Nicollet Middle School	1.0
Carver	Emily	Gideon Pond	1.0
Clark- Miles	Dorothy	Burnsville High School	0.6
Cranston	Alice	Hidden Valley	1.0
DeDomines	Jennifer	Early Childhood Special Education	1.0

<b>Last Name</b>	<b>First Name</b>	<b>Building</b>	<b>Full Time Equivalent (FTE)</b> 79
Eder	Sara	Burnsville Alternative High School	1.0
Edington	Arianna	Burnsville High School, Virtual Academy	0.2
Edmondson	Eduardo	Burnsville High School	1.0
Ellendson	Taylor	Gideon Pond, Vista View, Virtual Academy	1.0
Fisch	Nicole	Burnsville High School	1.0
Gaylord	Samuel	Vista View	1.0
Golden	Danielle	Sky Oaks	1.0
Guertin	Heather	Rahn	1.0
Gunderson	Mary Jane	Burnsville High School	1.0
Hartwell	Carolyn	Early Childhood Special Education	1.0
Haupt	Jonathan	Burnsville High School	1.0
Heil	Rachel	Eagle Ridge Middle School	1.0
Heller	Molly	Edward Neill	1.0
Jones	Monica	Eagle Ridge Middle School	1.0
Kammueler	Inga	Nicollet Middle School	1.0
Kauls	Hailey	Edward Neill	1.0
Krueger	Kaitlynn	Rahn	1.0
Lampone	Molly	Edward Neill and Rahn	1.0
Landswerk	Julie	Sky Oaks	1.0
Lane	Braylon	Eagle Ridge Middle School	0.92
Lumby	Lancer	Virtual Academy	0.2
Mattern	Jonathan	Burnsville High School	1.0
McGee	Anne	Burnsville High School	1.0
Mikkelson	Timothy	Eagle Ridge Middle School	1.0
Mode	Jason	Edward Neill, Vista View	1.0
Moore	Reese	Burnsville High School	1.0
Munson	Rachelle	Virtual Academy	0.2
O'Neal	Sara	Burnsville High School	1.0
Philipsek	Megan	Nicollet Middle School	1.0
Reuter	Lisa	Rahn	1.0
Reyes	Juan	Burnsville High School	1.0
Rogers	Cole	Vista View	1.0
Schaaf	Jaclyn	Edward Neill	1.0

Last Name	First Name	Building	Full Time Equivalent (FTE) 80
Schuck	Keely	Sky Oaks	1.0
Shimshock	Erik	Burnsville High School	1.0
Simon	Alta	Hidden Valley	1.0
St. Martin	Benjamin	Eagle Ridge Middle School	1.0
Stanley	Janet	Harriet Bishop	1.0
Stuart	Madeline	Eagle Ridge Middle School	1.0
Travaille	Kathryn	Rahn	1.0
Voris	Quincy	Hidden Valley	1.0
Westby	Micah	Virtual Academy	0.2
Wilcox	Hannah	William Byrne	1.0

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



**Agenda IV.B.5.  
April 18, 2024**

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

**From:** Eric Miller, Board Chair

**Date:** April 18, 2024

**Re:** School Board-Superintendent Communication Practices

**Recommendation:** that the Board of Education approves the revised School Board-Superintendent Communication Practices document.

## Philosophy/Purpose

Clear and timely communication between members of the Board of Education and the Superintendent is essential to a productive working relationship by establishing trust and ensuring all parties are informed and prepared to be effective.

Clearly defining communications procedures, as well as roles and responsibilities, will help reduce confusion and the potential for misinformation or conflicting information to be shared to other parties, including district leadership, staff and community members. Additionally, it will help support Board Members in their role of Governance and support the Superintendent to provide leadership and supervision for the school district.

## Goals of these Communications Protocols

- Clearly define roles and expectations for communication between Board Members and the Superintendent
- Set expectations for communication involving Board Members and district staff
- Ensure clear and consistent two-way communication

## Values

In working together for District 191, Board Members and the Superintendent will model the District 191 Values as outlined in the Strategic Roadmap.

- Caring Community - Our culture will actively encourage and embrace each member of the community, creating a sense of support that fosters their individual growth and pursuit of learning.
- Cultural Proficiency - Our school community will work to understand our assumptions and biases, making a commitment to value and manage cultural uniquenesses and adapt education to meet the needs of each student.
- Future Readiness - Our students will know they are ready to meet every next challenge through the confidence that comes from adventurous exploration and rigorous academics.
- Inclusive Partnership - Our collaboration and communication will inspire a culture of trust where students, families and staff are reflected in decisions that shape our district.
- Student Agency - Our students will make choices that personalize their learning journey, proactively building a day-to-day experience that leads them toward their passion and purpose.

## Guiding Principles of Board/Superintendent Communication

- We will speak with one voice.
- We will value and respect the unique and distinct roles of the Board and the Superintendent.
- We will communicate positively about each other, staff and District 191 as a whole.
- We will advocate for District 191 and public education.

- We will communicate regularly and clearly with the goal of keeping board members informed about 83 events and/or changes that may have a consequential impact on the district overall. These situations will be communicated to the Board in advance of staff and community.

### **Legal Requirements**

The Board and Superintendent will follow all applicable state laws concerning open meetings.

### **Roles and Responsibilities**

As a body of elected officials, the Board as a whole represents the community at large and has the responsibility to oversee the operation of the school district, through the Superintendent.

#### Board Members:

- Speak with one voice, communicating the decisions of the Board with support from the Superintendent and advocating for District 191 schools.
- Work together, taking recommendations from the Superintendent, to establish district policy, adopt the district budget, and conduct district business as outlined in policy and state statute.
- Work together to provide direction to and review the work of the Superintendent.
- Represent the voice of the community through constituent relations, including by bringing concerns of community members and staff, as detailed below.
- Supports publicly the work of the district and communicates the value of District 191 schools and programs.

#### Board Chair:

- Serves as a liaison between the Board and the Superintendent.
- Is responsible for sharing information pertaining to Board work with all Board members on a timely basis and is the primary conduit of information flow from the Board to the Superintendent.
- Works with the Superintendent to set meeting agendas, as outlined by Policy.
- Works with the Superintendent and Director of Communications to act as primary spokesperson for the Board with the media.

#### Superintendent:

- In consultation with the Board Chair, establishes and reviews these communications protocols.
- Schedules meetings with individual board members.
- Provides information requested by board members, as outlined in these protocols.
- Works with the Board Chair to set meeting agendas, as outlined by Policy.

### **Regular Communication**

Weekly email: The Superintendent will provide a weekly update to Board Members via email. The weekly update will include issues selected by the Superintendent as important, updates requested by the Board, and information from members of the Superintendent's leadership team. Board Members are expected to check emails in a timely manner.

The executive assistant to the superintendent will provide a weekly update for calendar invites and events to board members.

One-on-one meetings: The Superintendent will meet regularly with individual Board Members to provide 84 information, hear and answer questions or concerns, and conduct business (e.g. setting agendas or scheduling meetings), as needed. At the Superintendent's discretion, she will send a follow-up email to all Board Members as a response to specific requests/questions.

Board work sessions: The Board Chair and Superintendent may schedule work sessions for the Board where topics of particular importance can be presented and discussed in depth. In general, staff participation at these meetings will be limited to presenting information and answering questions.

Regular Board Meetings: As scheduled by the Board each year, the Board will hold regular meetings for conducting district business and receiving informational reports. Agendas will be set by the Superintendent, Board Chair, and Vice Chair. Documents for Board meetings will be available to Board Members per policy.

Board Members are asked to submit questions about materials in advance, so they can be answered before the meeting. Board Members may still choose to ask their question(s) at the meeting, if they feel there is a benefit to the answer being shared in a public forum.

### **Communication with Staff**

In general, Board Members should make requests for information to the Superintendent, who will determine the appropriate method for responding to those requests.

The Board and its members will not issue directives to staff except through the Superintendent or the Superintendent's designated representative(s). Regarding staff presentations in Boardbook, suggestions for revisions and questions should be sent to the staff member, direct supervisor and Superintendent if the staff member is not a member of the executive leadership team.

Individual Board Members will not request reports or compilation of materials from staff that involves significant work time unless the majority of a Board Committee or the Board as a whole approved the preparation of the report.

### **Emergency/Crisis Communication**

In the event of an emergency/event, the Superintendent will ensure that all Board Members are aware of the situation as soon as possible, providing details that are available. In general, this information will be provided by email, ~~with~~ Aa with a text notification ~~being~~ sent by the Superintendent to bring Board Members' attention to the email for situations that requires District Incident Command Team action.

Generally, the board will be notified when the following events occur at district schools and/or sites:

- Emergency services are request with a 911 call
- An unexpected evacuation is activated
- Implementation of standard response protocols for Secure, Lockdown, Evacuate, Shelter
- Weapons or lookalike weapons are discovered on school or district sites
- Significant or serious injury to staff, student(s) and/or visitor(s)
- There is a high probability that there will be information about the incident shared widely on social media platforms

After the initial alert is shared with the full BOE, ~~formal Communications process for notification is Chair, BOE, messaging will be sent to~~ staff, ~~followed with communication to~~ then students/families. This helps ensure that ~~the Chair and~~ BOE is informed and can provide last minute feedback on planned communications. ~~outside of BOE~~. More importantly, it ensures full board support of the superintendent in formal, external communications to our school community.

As needed updates on emergency situations may be provided by the Communications Director or other staff members, as requested by the Superintendent.

When seeking input from board members before making a public statement about a district or public crisis, ~~attempts will be made to~~ allow 24-48 hours for board members to provide input before releasing the message to the staff or public.

### **Community Relations**

Members of the Board will refer all personal appeals, applications, complaints, and other communications concerning the administration of the school district to the Superintendent or his or her designated representative(s) for investigation and report to the Board Member.

Board Members will encourage staff and community members to follow the chain of command, bringing their complaint or concern to their teacher, principal, Supervisor and/or Superintendent, as appropriate.

Responses to community members will be provided by the Board Chair, in consultation with the Superintendent and appropriate staff.

### **Protocol for Special Events**

The superintendent, when speaking at special events, will acknowledge board members by name who are present at special events especially when other elected officials (city, state and federal) are in attendance.

Approved: September 8, 2022

Revised: August, 2023



**Agenda IV.B.6.  
April 18, 2024**

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

**From:** Stacey Sovine, executive director of administrative services

**Date:** April 18, 2024

**Re:** Approval of Pupil Transportation Services Agreement with CESO Transportation, LLC

**Recommendation:** that the Board of Education approves the Pupil Transportation Services Agreement with CESO Transportation, LLC Minnesota for the 2024-2025 school year.



# Burnsville- Eagan- Savage School District

Transportation Management Services



## SERVICES AGREEMENT

THIS AGREEMENT is made effective for all purposes in all respects as of July 1, 2024 by and between (i) CESO Transportation, LLC (hereinafter referred to as “Company” or “CESO”), and (ii) Burnsville-Eagan-Savage School District 191 (hereinafter referred to as “Client”). Company and Client shall be collectively referred to as the “Parties.”

WHEREAS, Company is in the business of providing transportation management and operational services to school districts and other entities and is willing and able to provide these services to Client;

WHEREAS, Client desires to engage Company in the aforesaid capacity;

WHEREAS, the Company and Client wish to set forth in writing the terms and conditions of their Agreements and understandings.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **SCOPE OF SERVICES:** Company shall be responsible to perform the services set forth in the Scope Of Services and Pricing, which is attached hereto as Exhibit A and incorporated herein by reference. To the extent that the Scope Of Services and Pricing conflicts with the terms delineated in this Services Agreement, the terms in the Services Agreement shall control.
2. **TERM:** Services shall be provided on an annual basis, commencing on July 1, 2024, and ending on June 30, 2025. The term of this Services Agreement will renew automatically for an additional annual period unless notice of non-renewal is provided by Client in writing not later than March 1 of each year, or unless sooner terminated in accordance with the provisions of Section 12 hereof.
3. **RESPONSIBILITIES:**
  - a. Company will provide services as enumerated in the Scope of Services and Pricing with the care and skill ordinarily exercised by reputable members of its profession practicing under similar conditions during the period of this Services Agreement.
  - b. Client will provide all information necessary and access to information, staff and facilities as needed so that work can be conducted by Company in an economical, timely and safe manner.
  - c. The fees listed in the Scope of Services and Pricing is the amount owed to the Company for the services provided by Company under this Agreement.
  - d. Invoices will be submitted to Client every month for work performed during the month. The Client shall make payments in accordance with Section 7. a. of this Agreement.

4. INDEMNITY AND INSURANCE:

- a. Company shall indemnify and hold harmless Client against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Company, its employees, agents, subcontractors or licenses, of their obligation under this Agreement, or from any negligence or misconduct by Company, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Company’s proportion of the total fault which directly caused the damages.
- b. Client shall indemnify and hold harmless Company against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Client, its employees, agents, subcontractors or licenses, of their obligation under this Agreement, or from any negligence or misconduct by Client, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Client’s proportion of the total fault which directly caused the damages.
- c. Company carries coverage and limits of liability insurance for the Company’s own negligence as required by law and/or Client requirements. These include, but are not limited to the following:
  - i. Workers Compensation
  - ii. Employers’ Liability
  - iii. Comprehensive General Liability with the following coverage:
    - 1. Bodily Injury
    - 2. Property Damage
    - 3. Personal Injury
    - 4. General Aggregate
    - 5. Product
    - 6. Fire Damage
    - 7. Medical Expense
  - iv. Physical Loss insurance sufficient to cover loss or damage to Company’s owned or leased equipment.
  - v. Excess Umbrella Liability. Company’s policy provides coverage in addition to each of the coverages listed above including Comprehensive
  - vi. General Liability and Company Liability.

Company shall provide Certificates of Insurance to Client on request documenting all coverages, limits and endorsements within ten (10) days of request. The liability insurance policies shall have a minimum of one million dollars (\$1,000,000) per occurrence and shall name the Client as an additional insured.

5. DATA PRACTICES: Pursuant to Minnesota Statutes, Section 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated

by Company in performing this Agreement is subject to the requirements of the Minnesota Government Data Practices Act (“MGDPA”), Minnesota Statutes, Chapter 13, and Company must comply with those requirements as if it were a government entity. Company does not have a duty to provide access to public data if the data are available from Client, except as required by the terms of this Agreement.

6. **NON-DISCRIMINATION:** Pursuant to Minnesota Statutes, Section 181.59, Company will ensure that applicants are selected, and that employees are treated during employment, without regard to their race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability or age.
7. **PROMPT PAYMENT OF LOCAL GOVERNMENT BILLS:** All payments to Company shall be governed by the Prompt Payment of Local Government Bills, Minnesota Statutes, Section 471.425 (“Prompt Payment Act”), provided, however, that the interest rate for payments due but unpaid shall be four percent (4.00%) per annum. The statute requires invoices to be paid within 35 days of receipt, unless Client has notified Company within 10 days of receipt that the invoice is incorrect or otherwise improper, and in that case Client will make payment for the corrected invoice within 35 days of receipt.
8. **PROMPT PAYMENT TO SUBCONTRACTORS:** In accordance with Minnesota Statutes, Section 471.425, Company must pay any subcontractor within ten (10) days of Company’s receipt of payment from Client for undisputed services provided by the subcontractor. Company is to pay interest of one and one-half percent (1.5%) per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of one-hundred dollars (\$100) or more is ten dollars (\$10). For an unpaid balance of less than \$100, Company shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from Company must be awarded its costs and disbursements, including attorney’s fees, incurred in bringing the action.
9. **INDEPENDENT CONTRACTOR STATUS:**
  - a. Company is performing services under this Agreement as an independent contractor and its employees are not employees or agents of Client. Client’s financial obligation to Company is limited to the fees specified in this Agreement. No withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Company, and it is Company’s sole obligation to comply with the applicable provisions of all Federal and State tax laws.
  - b. Because Company is an independently established business, its employees are not eligible for and shall not participate in any fringe benefits available

to Client’s employees, including, but not limited to, health, disability, life, retirement or deferred compensation.

- c. All individuals providing services to Client under this Agreement, including but not limited to the individuals in the positions specified in the Scope of Services and Pricing, are employees of Company, and thus Company has sole discretion to hire, supervise, and terminate the employment of such individuals. However, Client shall have the right, upon notice to Company, to preclude certain individuals from providing services to Client.

10. COMPLIANCE WITH LAWS: Company shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which Company is responsible.

11. AUTHORITY TO CONTRACTOR AND ASSIGN: Company has no authority to enter into contracts on behalf of Client, unless expressly granted such authority, in writing, by Client’s School Board or its designee. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Client.

12. TERMINATION: Neither party will have a right to terminate this Agreement for convenience unless a termination fee in the amount of the remaining contract is paid to the Company.

13. SEVERABILITY: The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

14. WAIVER OF BREACH: The waiver of either Company or Client of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Company or Client.

15. AMENDMENTS: No amendment or variation of the terms and conditions of this Agreement or any attachment hereto shall be valid unless the same is in writing and signed by all of the Parties hereto.

16. THIRD PARTIES: The Client and the Company are the only Parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

17. ENTIRE AGREEMENT: This is the entire agreement of the parties and supersedes all prior written and oral communications between them with respect to the subject matter hereof. Any change, alteration or modification of this agreement must be in writing and signed by the parties and cannot be changed or modified orally.



**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have hereunto set their respective hands and seals or have caused it to be executed by their duly authorized representatives.

COMPANY:

CESO Transportation, LLC

CLIENT:

Burnsville-Eagan-Savage School District 191

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Name, Title

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Name, Title

Date:

Date:

## Exhibit A: Scope Of Services and Pricing

CESO Transportation, LLC (CESO) shall provide transportation services to the Burnsville-Eagan-Savage School District 191 (District 191) in the manner and at the pricing described herein.

### 1. Management Services

- a. *Account Leadership* - CESO will assign an account leader by name who will be directly responsible to District 191 leadership for the ongoing success of this Agreement. The CESO account leader will oversee the CESO team assigned to the District 191 contract and will be the senior CESO liaison for all matters related to CESO’s contractual obligations and performance. At a minimum, this will include developing and presenting a performance summary during a quarterly contract performance meeting with a designee identified by District 191.
  
- b. *Account Management* - CESO will assign an account manager by name who will be directly accountable to District 191 for meeting all CESO contractual obligations, and for the overall performance of the CESO team. The account manager will serve the district as its on-call transportation expert. In this role they will be the primary advocate for District 191 to ensure the transportation program operates at the highest possible level of efficiency and effectiveness, and that district administrators receive the information they need to understand the status of District 191’s transportation service. The specific functional responsibilities of the account manager will vary depending on circumstances but will include, at a minimum:
  - On-call expertise and advice.
  - Yearly reporting for annual transportation report.
  - Monthly review of transportation invoices.
  - Coordination of service delivery plans and operations with the District 191 bus company.
  - Assistance with bus contractor negotiations.

The account manager’s time expended on these activities will be tracked and reported to the district monthly throughout the term of this Agreement. CESO will work cooperatively with District 191 to ensure this time is planned and utilized effectively. CESO and District 191 agree that this time will not be expended evenly throughout the year, and that time expended in excess of the Agreement minimum hours specified in the Pricing section of this Agreement may be required to ensure operational success. CESO will monitor trends and alert District 191 if CESO expects the annual time expended to exceed the Agreement minimum by more than fifteen percent (15%) at which time CESO and District 191 agree to adjust the

account manager’s assigned activities, the Agreement minimum hours for this service, or both.

The cost of Account Leadership services will be invoiced monthly as a fixed price component and Management Services will be invoiced monthly based on the Agreement maximum number of hours, as indicated in the Pricing section of this Agreement.

**2. Annual Route Planning Services**

a. CESO will be responsible for developing and ensuring the accuracy, efficiency, and effectiveness of District 191’s transportation routes. This will be a recurring seasonal activity during each year of this Agreement. These services will commence in January of each calendar year for routes that become operational at the start of the following school year. This activity will be staffed and completed by a CESO routing specialist identified by name, and assigned by CESO based on availability, expertise with the routing software designated for use in this Agreement, and knowledge of the Burnsville-Eagan-Savage Schools. Specifically, these services will include:

- Development, documentation, and delivery of an annual route development plan not later than January 31<sup>st</sup> of each year of this Agreement with tasks, timelines, milestones, deadlines, and responsibilities covering the entire planning timeline and concluding with the start of school in the following school year.
- A coordination meeting to occur between the CESO account manager, routing specialist, and District 191 designees as soon as feasible after the delivery of the route development plan to identify, discuss, and document routing efficiency and effectiveness objectives for the following school year. CESO and District 191 agree to work cooperatively to identify whether any of the subsequent planning efforts require add-on Consulting Services as described herein.
- Development and documentation of new transportation routes and schedules for the following school year in accordance with the milestones identified in the plan.
- Distribution of routing information to all stakeholders prior to the start of school in accordance with the milestones as documented in the plan.

The cost of this Annual Route Planning Services will be invoiced monthly as a fixed price component as indicated in the Pricing section of this Agreement.

**3. Daily Operational Services**

a. *Customer Service* - CESO will provide a call center-based service from 6:00 AM to 6:00 PM Central Time to coincide with each school day identified on District

191’s school calendar, and for 30 additional working days during each year of this Agreement. CESO and District 191 agree to work cooperatively to identify the days in which the call center service will be available when the district is not in session.

CESO will utilize call center management technologies as identified for use in this Agreement to monitor, prioritize, address, and resolve the district’s customer service events including inquiries, requests, and complaints. CESO will comply with the following minimally acceptable standards in the provision of these services, except for the two weeks preceding and the two weeks following the first day of school:

- Answer a minimum of ninety percent (90%) of all telephone calls in the order they are received.
- Place outbound telephone calls to acknowledge all voicemail messages within two (2) hours of receipt.
- Acknowledge all email inquiries on the same day of receipt.
- Work cooperatively with District 191 to develop, document, and comply with additional standards of service, as required.

CESO will report monthly on the number and type of customer service events administered on behalf of District 191, and the results achieved in meeting the standards of service as described.

b. *Operational Oversight* - CESO will not monitor the daily bus operations of District 191 bus company. CESO will work cooperatively with District 191 to establish protocols and systems to direct daily operational inquiries directly to District 191’s bus company.

c. *Daily Route Maintenance* - The CESO team will perform daily route maintenance activities up to and including adding, changing, and deleting student assignments, reassigning students to bus stops, placing bus stop locations, or adjusting route paths within parameters established by the account manager in cooperation with District 191. All other routing activities, such as the addition or deletion of bus routes, or changes falling outside of the established parameters, will be addressed as part of the Annual Route Planning Services or Consulting Services, as appropriate and as described in this Agreement. CESO will comply with the following minimally acceptable standards in the provision of these services, except for the two weeks preceding and the two weeks following the first day of school:

- Complete all required route maintenance activities falling within the established parameters within four (4) working days of receiving the required information.
- Resolve all requests received that fall outside the established parameters within five (5) working days of receipt.

CESO will report monthly on the number and type of route maintenance events monitored on behalf of District 191, and the results achieved in meeting the standards of service as described.

The cost of Daily Operational Services will be invoiced monthly as a fixed price component as indicated in the Pricing section of this Agreement.

**4. Technology**

a. *CESO Transportation Technology Platform* – The following technologies will be provided by CESO and will be utilized to support the services provided in this Agreement:

- *Daily Operational Services* – CESO will utilize Genesys, the call center management, and Rotulu, the customer event tracking and workflow management software applications as the operational services components of the CESO Transportation Technology Platform. CESO and District 191 agree to work cooperatively to establish telephone, email, and customer service protocols that will meet the needs of District 191’s transportation program and the standards of service requirements of this Agreement.

b. *District 191 Technology* – District 191 agrees to provide the following elements of data integration necessary to support the services and standards described herein:

- *Route Planning and Route Maintenance Services* – CESO will utilize VersatransRP, the route development and route management software currently licensed to District 191. CESO staff will be provided with login-based access to this system on request. All data maintained within this system will remain the property of District 191 and will be provided to District 191 on request and on termination of this Agreement in a format acceptable to District 191.
- *Student Information System* – District 191 agrees to provide access to the Synergy student information system for the purpose of accessing student information. This access will be via data integration with the CESO Transportation Technology Platform as described, and via a reasonable number of secure login-based accounts for CESO staff as deemed necessary for meeting the terms and conditions of this Agreement.
- *Telephone and email access* - CESO agrees to work cooperatively with District 191 bus contractors as necessary to support the services and standards described in this Agreement.

The cost of Technology Services will be invoiced monthly as a fixed price component as indicated in the Pricing section of this Agreement.

**5. Consulting Services**

- a. *As Needed Consulting Services* – CESO and District 191 agree to work cooperatively to define and document a scope of work to accomplish any required service not otherwise included in this Agreement. CESO agrees to perform such services, to document and report on the level of effort expended, and to charge only the amounts identified in the Pricing section of this Agreement.

**6. Pricing**

- a. District 191 agrees to compensate CESO for the services described in this Agreement in accordance with the following AGREEMENT PRICING & INVOICING.
- b. District 191 agrees that, should the term of the Service Agreement be extended, the annual pricing shall increase by three percent (3%) for each subsequent year of service.

**AGREEMENT PRICING & INVOICING**

Service (Agreement Section)	Billing Type	Unit Minimum	Unit Cost	Annual Cost	Monthly Invoice
1a. Account Leadership	Fixed	1	1,000.00	1,000.00	83.33
1b. Account Management	Hourly	150	135.00	20,250.00	1,687.50
2a. Annual Route Planning	Fixed	1	42,000.00	42,000.00	3,500.00
3a. Daily Customer Service	Fixed	1	56,250.00	56,250.00	4,687.50
3b. Operational Oversight	Fixed	0	-	-	-
3c. Daily Route Maintenance	Fixed	1	73,125.00	73,125.00	6,093.75
4a. CESO Technology	Fixed	1	1,500.00	1,500.00	125.00
4b. District 191 Technology	Fixed	1	-	-	-
4c. Bus Contractor Technology	Fixed	0	-	-	-
5a. As-Needed Consulting Services	Hourly	0	150.00	-	-
<b>Contract Totals</b>				<b>194,125.00</b>	<b>16,177.08</b>

*Note: 4b. District 191 Technology excludes the annual cost of the software license to Versatrans RP which is paid directly by District 191.*



**Agenda V.A.  
April 18, 2024**

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

**From:** Aaron Tinklenberg, director of communications

**Date:** April 18, 2024

**Re:** Establish Election Timeline

# Capital Projects (Technology) Levy Renewal Timeline - 2024

**For a technology levy renewal referendum, to be held Nov. 5, 2024**

Date	Task	Who
March 2024	Community survey	Communications
April 18, 2024	Survey results Discuss timeline Board provides direction	Superintendent, Communications
April-May 2024	Create ballot language & resolution ( <a href="#">2019 resolution</a> ) ( <a href="#">2015 language &amp; levy info</a> )	Stacey, Ehlers & Assoc
May or June 2024	Board approves resolution calling for election (must be completed by Aug. 23)	Board
May-Aug 2024	Announce referendum publicly Prepare information campaign	Communications
August-Nov. 5	Public information campaign <ul style="list-style-type: none"> <li>● Print materials</li> <li>● Electronic notices</li> <li>● Info &amp; training for staff/key communicators</li> <li>● Public meetings</li> </ul>	Communications, Board, Administration, Staff
<b>Aug. 23</b>	<b>Last day to notify or cancel elections to be held on general election day (74 days before election)</b>	Board, Superintendent
<b>Sept. 20</b>	<b>Early voting begins (46 days before election)</b>	District admin/County Elections Officials
<b>Oct. 6-21</b>	<b>Legal mailing delivered to property tax payers (at least 15 days before election, but no more than 30 days before)</b>	Communications
<b>Nov. 5</b>	<b>Election Day</b>	

Date	Task	Who
March 2024	Community survey	Communications
April 18, 2024	Survey results Discuss timeline Board provides direction	Superintendent, Communications
April-early May	Create ballot language & resolution ( <a href="#">2019 resolution</a> ) ( <a href="#">2015 language &amp; levy info</a> )	Stacey, Ehlers & Assoc
By May 31	Board approves resolution calling for election  <b>Last day to notify or cancel elections to be held on general election day (74 days before election)</b>	Board/Superintendent - Likely would require a special meeting
June 1	Announce referendum publicly Prepare information campaign	Communications
June-Aug. 13	Public information campaign <ul style="list-style-type: none"> <li>● Print materials</li> <li>● Electronic notices</li> <li>● Info &amp; training for staff/key communicators</li> <li>● Public meetings</li> </ul>	Communications, Board, Administration, Staff
<b>June 28</b>	<b>Early voting begins (46 days before election)</b>	District admin/County Elections Officials
<b>July 14-29</b>	<b>Legal mailing delivered to property tax payers (at least 15 days before election, but no more than 30 days before)</b>	Communications
<b>Aug. 13</b>	<b>Election Day</b>	



**Agenda V.B.  
April 18, 2024**

**To:** Board of Education  
**From:** Dr. Theresa Battle, superintendent  
**Date:** April 18, 2024  
**Re:** FY25 Budget Discussion



***Future Ready. Community Strong.***

**Agenda VI  
April 18, 2024**

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

**From:** Stacey Sovine, executive director of administrative services

**Date:** April 18, 2024

**Re:** Labor Negotiations Strategy

Closed session, as permitted by MN State Statute 13D. 03 to discuss labor negotiation strategy.