



Regular Meeting Agenda

Diamondhead Education Center
200 W. Burnsville Parkway
Burnsville, MN 55337
August 8, 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 Hume and Director Conner

I. Call to Order

- A. Welcome
- B. Pledge of Allegiance

II. Approval of Agenda

III. Information

- A. Report about District Assessment Plan 4

Speaker(s): Dr. Brandon Lowe, Assessment, Data and Research Coordinator

- B. Report on New Version of the 2024-2025 Calendar aligned to Policy 602 and the Read Act Requirements 38

Speaker(s): Theresa Battle, Superintendent, Dr. Chris Bellmont, Assistant Superintendent, Wendy Drugge, BEA President and Brad Robb, Principal

- C. Superintendent Report 40

- D. Board Member Reports 41

IV. Business Meeting 42

- A. Consent Agenda

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

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.

1. Approve Minutes	48
2. Approve Personnel Recommendations	48
3. Receive a Report about the Listening Session	50
4. Approve the Smart Goals for the Board of Education for the 2024-2025 School Year	51
B. New Business	55
1. Approve Dakota County Technical College Income Contract	58
Speaker(s): Dr. Kathy Funston, Director of Strategic Partnerships and Pathways	
2. Approve Inver Hills Community College Income Contract	69
Speaker(s): Dr. Kathy Funston, Director of Strategic Partnerships and Pathways	
3. Joint Powers of Agreement for Childhood Vaccinations between Dakota County and ISD 191	80
Speaker(s): Amy Piotrowski, Director of Student Support Services	
4. Approve Burnsville Girls Hockey Cooperative	92
Speaker(s): Kevin Kleiner, Athletics Director	
5. Approve the 2024-25 Athletics and Activities Handbook	94
Speaker(s): Dr. Chris Bellmont, Assistant Superintendent, Bill Heim, Director of Activities, and Kevin Kleiner, Director of Athletics	
6. Approve 2024-2025 Student Handbook	111
Speaker(s): Dr. Chris Bellmont, Assistant Superintendent and Jesús Sandoval, Principal	
7. Approve New Version of the 2024-2025 Calendar aligned to Policy 602	149
Speaker(s): Dr. Chris Bellmont, Assistant Superintendent	
8. Approve, on a First Reading Basis, Changes to Policy 507: <i>Corporal Punishment</i>	151
Speaker(s): Dr. Chris Bellmont, Assistant Superintendent	
9. Approve, on a First Reading Basis, Adopting Policy 507.5: <i>School Resource Officers</i>	155
Speaker(s): Dr. Chris Bellmont, Assistant Superintendent	
10. Approve, on a First Reading Basis, Changes to Policy 514: <i>Bullying Prohibition</i>	159
Speaker(s): Dr. Chris Bellmont, Assistant Superintendent	
11. Approve, on a First Reading Basis, Changes to Policy 501: <i>School Weapons</i>	170
12. Approve Superintendent Contract Modifications	177
Speaker(s): Eric Miller, Board Chair	
13. Approve Collective Bargaining Agreement with the Burnsville District-Wide Administrators	187
Speaker(s): Stacey Sovine, Executive Director of Administrative Services	

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14. Proposed adoption of the Terms and Conditions of Employment for Unaffiliated Employees of Independent School District 191	203
Speaker(s): Stacey Sovine, Executive Director of Administrative Services	
15. Proposed Adoption of the Terms and Conditions of Employment for Confidential Employees of Independent School District 191	228
Speaker(s): Stacey Sovine, Executive Director of Administrative Services	
V. Work Session	
A. Review List of Board Priorities	237
B. Board Planning Document	239
C. Schedule Board Retreat	244
VI. Adjourn	



**Agenda III.A.
August 8, 2024**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Dr. Brandon Lowe, assessment, data, and research coordinator

Date: August 8, 2024

Re: Report about District Assessment Program

In alignment with District Policy 614: *School District Assessment Program* and District Policy 613: *Graduation Requirements* the District Assessment, Data, and Research Coordinator will bring recommendations for a comprehensive standardized assessment program to the school board for approval. The One91 Assessment Overview 2024-2025 provides information about the district comprehensive plan, with the formal request for approval coming to the Board of Education on August 22, 2024.



Comprehensive Assessment Plan

2024-2025

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RESOURCES

- District Assessment Coordinator (DAC) contact information:
 - Brandon Lowe, Assessment, Data, and Research Coordinator
 - Email: blowe@isd191.org
 - Phone: 952-707-6283
 - Tausha Chamberland, Administrative Assistant
 - Email: tchamberland@isd191.org
 - Phone: 952-707-6279
- Links and resources:
 - [MDE Statewide Testing](#)
 - [MDE Family Statewide Testing](#)
 - [One91 Assessment Overview Site](#)

ASSESSMENT COMMITTEE

Purpose

The purpose of the assessment committee is to evaluate the comprehensive assessment program of the school district and provide recommendations for approval or revisions to the superintendent.

Authority

Board Policy 613 - Graduation Requirements: The policy identifies the district assessment coordinator and the requirement for a comprehensive assessment plan for the school board. [Link](#)

Board Policy 614 - School District Assessment Program: It shall be the policy of the School Board that a comprehensive standardized assessment program be established and maintained: for internal and external accountability; that meets federal and state requirements; to evaluate the total program of the school district; to measure progress of students; and for student program placement in core instruction, enrichment and intervention. [Link](#)

Board Policy 615 - Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and EL Students: The purpose of the policy is to provide adequate opportunity for students identified as having individualized education program (IEP), Rehabilitation Act of 1973, § 504 accommodation plan (504 plan), or English Language (EL) needs to participate in statewide assessment systems designed to hold schools accountable for the academic performance of all students. [Link](#)

Board Policy 616 - School District System Accountability: The purpose of this policy is to focus public education strategies on a process that promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding the implementation of the Minnesota K-12 Academic Standards and federal law. [Link](#)

Assumptions

The committee operated under the shared vision of District One91 as well as the Guiding Principles of Cultural Proficiency.

- Culture is a predominant force in shaping values, behaviors, and institutions' policies and practices.
- People are served in varying degrees by the dominant culture.
- There is diversity within and among cultures and both are important.
- Every group has unique culturally defined needs that must be respected.
- People have personal identities and group identities. The dignity of individuals is not guaranteed unless the dignity of their people is also preserved.
- Each cultural group has unique cultural needs.

- The best of both worlds enhances the capacity of all.
- The family, as defined by each culture, is the primary system of support in the education of children.

The committee also operated under the Ten Minnesota Commitments to Equity, specifically commitments 1, 3, 7, and 9. [Link](#)

- Commitment 1: Prioritize equity: Set and communicate a vision and targets for high outcomes for all students.
- Commitment 3: Measure what matters: Use relevant and meaningful data. Hold each other accountable for equity.
- Commitment 7: Monitor equitable implementation of standards: Improve the quality of curriculum and instruction for all students.
- Commitment 9: Improve conditions for learning: Focus on school culture, climate, and social-emotional development. Connect teaching to the experiences, assets, and needs of students.

Organization

As part of a broader effort to strengthen internal systems, a systems evaluation group was established to focus on assessment. This system evaluation group's theory of action states:

If district and school leadership teams annually review student academic, behavior, and SEL outcomes and use the data to plan for program improvements, achievement gap reduction, professional learning, and resource allocation, then decisions will more effectively address barriers and resources will be allocated for stronger implementation of district initiatives.

Membership Responsibilities

Members of the group attended monthly meetings, provided insight based on their experience, and recommended a comprehensive plan to the District One91 School Board.

Members

Brandon Lowe, Assessment, Data, and Research Coordinator, District 191

Jaimie Howe, Systems Improvement and Student Achievement Coordinator, District 191

Imina Oftedahl, Director of Curriculum, Instruction, and Assessment, District 191

Jon Bonneville, Principal, William Byrne Elementary School

M.J. Gunderson, School Psychologist, Burnsville High School

Casey Ewert, Board Certified Behavior Analyst, District 191

Jessie Bakeberg, Math Coach, Nicollet Middle School

Lyle Bomsta, Principal, Edward Neill Elementary School

Katie Salmela, District Media and Technology Specialist, District 191

Billie Retzlaff, Board Certified Behavior Analyst, District 191

ASSESSMENT OVERVIEW

Role of Assessment

Every student follows a unique learning journey. In order to help each learner continually grow, educators need clear and accurate information about where students are in their learning to help them progress. High-quality assessment tools are truly the building blocks of accelerating learning: they enable every educator to efficiently inform instruction, effectively guide reteaching and additional practice, and pace instruction according to student, group, and classwide needs. A comprehensive assessment system also provides the foundation for a district's multi-tiered system of support (MTSS), driving key decisions around how to support the universal tier, students who need additional support in order to succeed, and whether interventions are effective.

Assessment Types

There are different types of assessments, each with its own purpose. By having a comprehensive assessment plan, there is the flexibility to select the right assessments to meet the unique needs of students.

Classroom Formative

Classroom formative assessment confirms that specific learning has taken place and provides data to inform instruction that follows. Classroom formative assessments are used continually and routinely (often on a daily basis) to monitor student learning, identify where students struggle, and determine where misconceptions exist so that teachers can take the right next step to help move learning forward.

Key Questions for Educators	Did students learn what was just taught? What should I teach next?
Key Questions for Parents & Caregivers	Did my child learn what the teacher just taught? Is my child ready to move on to new learning?
When	Ongoing
Who	All students or small groups

Universal Screening

Universal screening identifies students in need of additional assistance in order to meet learning goals. Educators use universal screening data as a check on student progress, to monitor whether students are growing at needed rates, and to identify opportunities for Tier 1 improvements.

Key Questions for Educators	Who is at risk? Are students growing at expected rates?
Key Questions for Parents & Caregivers	Is my child at risk of falling behind? Might my child be considered for extra support?
When	3-5x/year
Who	All students

Diagnostic

Diagnostic assessment is the process of using multiple measures and reports to identify student strengths and needs in specific skill areas, so teachers can provide instruction to address learning needs.

Key Questions for Educators	What is the specific area of need?
Key Questions for Parents & Caregivers	What is my child's specific area of need?
When	2-3x/year
Who	Students or groups flagged by screening

Progress Monitoring

Progress monitoring evaluates progress toward a learning target, per the rates of improvement for the specific skill being targeted by an intervention. Progress monitoring assessments are very sensitive to growth and help educators accurately track student progress toward their goals. Progress monitoring tools help educators efficiently remove students from interventions when they are no longer needed, and prevent students from receiving ineffective interventions for prolonged or indefinite periods of time. Progress monitoring can also help educators determine when interventions are insufficient to meet student needs and a special education referral may be needed.

Key Questions for Educators	Is the intervention working?
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	Is the student on track to meet their goal?
Key Questions for Parents & Caregivers	Is the intervention helping my child? Is my child on track to meet their goal?
When	At minimum 1-4x/month, as required
Who	Students receiving Tier 2 or Tier 3 interventions

Benchmark/Common Formative

Benchmark/common formative assessments measure students' proficiency in mastering learning standards. Benchmark/common formative assessments are aligned to a pacing calendar and the district's scope and sequence. Benchmark/common formative data can be aggregated and used to analyze class, school, and district trends in learning.

Key Questions for Educators	Are students mastering standards? If not, what can we do about it?
Key Questions for Parents & Caregivers	Is my child learning what they are supposed to be learning? If not, what can be done about it?
When	2-3x/year
Who	All students based on grade level

Summative

Summative assessments evaluate, certify, and/or grade learning at the end of a specific period of instruction. Summative assessments enable central, aggregated data tracking around trends, groups of students, and equitable practices.

Key Questions for Educators	Did students master the content (knowledge and skills)?
Key Questions for Parents & Caregivers	Did my child learn what they should have learned?
When	End of year, end of term, end of course
Who	All students

Intended Uses

Data is used to identify where students are in their learning process. Data is used by schools to provide students with a level of support they require to meet grade-level expectations. Data informs the supports at all levels; classroom-wide instruction and support for all students, targeted support, and intensive support. Data is intended to be reviewed continuously to ensure a continuum of supports for students to reach their next level of learning. While educators use data to identify students who need targeted support, they are also cognizant that labels are not used to limit or create barriers for students to access opportunities. Data supports a greater understanding of student thinking and allows educators to address misconceptions about content.

Unintended Consequences

We acknowledge that one assessment does not create a picture of the whole child. With all data, unintended consequences should be considered. Systems should:

- Ensure that they are prepared for the results of all data collected
- Be open to inclusion of other data sources, including that from families and caregivers
- Ensure alignment of assessments to their intended use
- Focus on student growth rather than “passing” an assessment
- Ensure that ALL students continue to access a high level of education regardless of assessment results
- Refrain from a narrow application of data and what that might entail
- Continuously consider the validity of data given external factors, such as cultural background, language, or disability
- Ensure that teaching is not focused on content of the assessments
- Ensure that data are not used in a way that disproportionately disadvantages students whom educational systems are already not serving

ASSESSMENTS

ACCESS for ELLs/Alternate ACCESS for ELLs

Purpose

The ACCESS for ELLs and Alternate ACCESS for ELLs are administered to English learners in order to measure progress toward meeting the WIDA English Language Development Standards adopted by Minnesota. Results help inform the support provided to students including eligibility for multilingual programming and services.

Description

There are four language domains assessed by the ACCESS: listening, reading, speaking, and writing. The test is available in six grade-level clusters: K, 1, 2-3, 4-5, 6-8, and 9-12. While the Kindergarten ACCESS is paper-based, the ACCESS is primarily administered online, with paper test materials available for eligible students.

With ACCESS for grades 1-12 administered online, the Listening and Reading domains are adaptive; students must answer each item to continue and may not go back to review previous responses. For the Speaking domain, once students record a response, they cannot go back. For the Writing domain, students must enter a keystroke to continue but can go back to previous questions during the administration.

The Alternate ACCESS is an individually administered English language proficiency accountability assessment developed specifically for English learners who have significant cognitive disabilities.

Key Information

Purpose	Summative, Screener
Required by	State
Students Assessed	All students grades kindergarten through grade 12 eligible to receive EL services
Expected Duration	4-5 hours over multiple days
Format	Kindergarten: one-on-one Grades 1-12: Online
Test Window	Jan. 27 - March 21

ACT

Purpose

The ACT is a standardized test designed to measure a high school student's general educational development and ability to complete college-level work. The purpose of the ACT is to measure a high school student's readiness for post-secondary education and provide post-secondary institutions with one common data point that can be used to compare all applicants. College admissions officers will review standardized test scores alongside high school GPA, the classes taken in high school, and other application requirements. How important ACT scores are in the college application process varies from school to school.

ACT is also used to gather information about the alignment of curriculum and instruction with college readiness standards. High schools use the information to improve curriculum materials and student support. Educators look for areas where students do well so they can reinforce the ways they teach these skills. Educators also look for areas where they can improve standards-based curriculum and instruction.

Description

The ACT measures progress in the core subjects students typically study through their third year of high school (English, Math, Reading, and Science). ACT with writing is not offered during the school day. Each section of the ACT is scored on a 1 to 36 point scale. A composite ACT score is the average of the four section scores, also on a scale from 1 to 36. Most colleges and universities in the U.S. accept the test as part of the application process, and in some cases for course placement.

Key Information

Purpose	Summative
Required by	District to meet state requirement
Students Assessed	All students in grade 11
Expected Duration	3 hours
Format	Online
Test Window	April 22

CogAT

Purpose

The CogAT is used as a screener to provide schools with data when determining a student's eligibility for advanced learning and accelerated programming and services. The CogAT will be provided to all One91 students in grades 2 and 4. Students in grades 3 and 5 may take the CogAT if no score from the previous school year is available.

Description

Form 7 of the Cognitive Abilities Test (CogAT) evaluates the level and pattern of verbal, quantitative, and spatial (nonverbal) reasoning abilities for students. These abilities reflect the overall efficiency of cognitive processes and strategies that enable individuals to learn new tasks and solve problems. CogAT 7 has three batteries: Verbal, Quantitative, and Nonverbal. Each battery contains three subtests. The abilities evaluated are those that enable students to acquire, organize, store in memory, and recall information; to make inferences; to detect relationships; to comprehend and analyze problem situations; to form concepts; to discover and remember sequences; to recognize patterns; to classify or categorize objects, events, and concepts; to infer rules and principles; and to relate and use previous experience to accomplish new learning tasks or solve novel problems.

Key Information

Purpose	Screenener
Required by	District
Students Assessed	All students grades 2 and 4
Expected Duration	2-3 hours over 3 days
Format	Online
Test Window	Grade 2: Dec. 9-18 Grade 4: Sept. 9-13

FastBridge aMath

Purpose

FastBridge aMath is administered three times each year to evaluate student growth and proficiency in math. FastBridge aMath is designed to identify student needs associated with accelerated learning and predict performance on state accountability measures.

Description

FastBridge aMath is a computer-adaptive measure of both broad and component math skills from first through eighth grade. FastBridge aMath includes fully automated administration and scoring of individualized assessments for purposes of universal screening and instructional leveling.

Key Information

Purpose	Screener
Required by	District
Students Assessed	All students grades 2-9
Expected Duration	5-30 minutes, 3 times per year
Format	Online
Test Window	Fall: Sept. 16-27 Winter: Jan. 6-16 Spring: May 12-23

FastBridge aReading

Purpose

FastBridge aReading is administered three times each year to evaluate student growth and proficiency in reading. FastBridge aReading is designed to identify student needs associated with accelerated learning and predict performance on state accountability measures.

Description

FastBridge aReading is a computer-adaptive measure of broad reading ability that is individualized for each student. It provides a useful estimate of broad reading achievement from first through eighth grade. The question-and-response format used in FastBridge aReading is multiple-choice, like many statewide, standardized assessments.

Key Information

Purpose	Screener
Required by	District to meet State requirement
Students Assessed	All students grades 2-9
Expected Duration	5-30 minutes, 3 times per year
Format	Online
Test Window	Fall: Sept. 16-27 Winter: Jan. 6-16 Spring: May 12-23

FastBridge CBM Reading

Purpose

FastBridge CBM (Curriculum Based Measurement) Reading is administered multiple times each year to collect accurate and actionable progress monitoring data to provide the targeted support students may need. FastBridge CBM Reading data help teachers evaluate instructional effects and determine if differentiated instruction or interventions are effective.

Description

FastBridge CBM Reading assessments are individually administered. The test administrator marks student responses electronically as the student completes the brief assessment.

Key Information

Purpose	Screener Diagnostic Progress Monitor
Required by	District
Students Assessed	All students grades 2-3
Expected Duration	5 minutes, 3 times per year
Format	One-on-one
Test Window	Fall: Sept. 16-27 Winter: Jan. 6-16 Spring: May 12-23

FastBridge earlyMath

Purpose

FastBridge earlyMath is administered three times per year to extend and improve on the development of curriculum-based measures for early numeracy. FastBridge earlyMath subtests are used to screen and monitor a student's progress in foundational math skills and provide guidance for instructional and intervention development.

Description

FastBridge earlyMath assessments are individually administered. The test administrator marks student responses electronically as the student completes the brief assessment. Paper-and-pencil versions are also available. Student scores are reported instantly and stored in the database for longitudinal analysis.

Key Information

Purpose	<p> Screener Diagnostic Progress Monitor</p>
Required by	District
Students Assessed	All students kindergarten and grade 1
Expected Duration	5-30 minutes, 3 times per year
Format	One-on-one
Test Window	<p>Fall: Sept. 3-27 Winter: Jan. 6-31 Spring: May 5-30</p>

FastBridge earlyReading

Purpose

FastBridge earlyReading is administered three times each year to evaluate essential foundational reading skills such as concepts of print, phonemic awareness, phonics, and fluency. FastBridge earlyReading data help teachers evaluate instructional effects and determine if differentiated instruction or interventions are effective.

Description

FastBridge earlyReading assessments are individually administered. The test administrator marks student responses electronically as the student completes the brief assessment. Performance data are reported instantly and stored in the database for longitudinal analysis.

Key Information

Purpose	Screener Diagnostic Progress Monitor
Required by	District to meet State requirement
Students Assessed	All students kindergarten and grade 1
Expected Duration	5-10 minutes, 3 times per year
Format	One-on-one
Test Window	Fall: Sept. 3-27 Winter: Jan. 6-31 Spring: May 5-30

FastBridge mySAEBRS

Purpose

mySAEBRS is used to screen students' total, social, academic effort, and emotional behaviors. Data is also useful in program evaluation and in determining how students may be best supported across multiple tiers of social-emotional learning (SEL) needs.

Description

The mySAEBRS screener is comprised of 20 items, each of which relates to a broad scale (Total Behavior) and three subscales: Social Behavior (7 items), Academic Behavior (6 items), and Emotional Behavior (7 items). Each scale corresponds to various risk and protective factors suggested by developmental psychology research to predict the development of social emotional and behavioral disorders. Ratings correspond to the frequency of various behaviors in the previous month (Never, Sometimes, Often, Almost Always). Students may complete mySAEBRS in either English or Spanish.

Who completes mySAEBRS?

- Students in grades 2-12

How will data be used?

- MTSS data triangulation to have a better understanding of the whole child
- As a data point on our strategic roadmap dashboard about overall student wellbeing
- For evaluation of programs such as AVID, PBIS, and Second Step
- For Student Success Teams as one of multiple data points to determine behavior intervention

Key Information

Purpose	Screenener
Required by	District
Students Assessed	All students grades 2-12
Expected Duration	5-10 minutes
Format	Student completes online in class
Test Window	Fall: Sept. 30 - Oct. 11 Winter: Jan 21-31 Spring: May 27 - June 5

FastBridge SAEBRS

Purpose

SAEBRS data can be used to assess students' general social, academic, and emotional behaviors. Data can also be useful in program evaluation and in determining how students may be best supported at Tier 1. For instance, the data can be used to indicate whether a school should invest in a specific program, given the prevalence of social behavioral concerns, or in the instruction of academic enabling skills given the noted extent of academic behavioral difficulties.

Description

The SAEBRS screener is comprised of 19 items, each of which relates to a broad factor (General Behavior) and three narrow factors: Social Behavior (6 items), Academic Behavior (6 items), and Emotional Behavior (7 items). Following the principles of prevention science, each factor corresponds to various risk and protective factors suggested by developmental psychological research to predict the development of emotional/behavioral disorders. A teacher completes the SAEBRS for an individual student with whom the teacher has a history of interactions.

Who completes my SAEBRS?

- K-5 classroom teachers, 6-8 advisory teachers, 9-12 one class period teacher

How will data be used?

- MTSS data triangulation to have a better understanding of the whole child
- As a data point on our strategic roadmap dashboard about overall student wellbeing
- For evaluation of programs such as AVID, PBIS, and Second Step
- For Student Success Teams as one of multiple data points to determine behavior intervention

Key Information

Purpose	Screener
Required by	District
Students Assessed	All students K-12
Expected Duration	1-3 minutes per student / <40-60 minutes total
Format	Teacher completes online (this is done without students present)
Test Window	Fall: Sept. 30 - Oct. 11 Winter: Jan 21-31 Spring: May 27 - June 5

MCA/MTAS Math

Purpose

The Minnesota Comprehensive Assessment (MCA) and Minnesota Test of Academic Skills (MTAS) are used to gather information about the alignment of district and school curriculum and instruction with state academic standards. Schools use the information to improve curriculum materials and student support. Educators look for areas where students do well so they can reinforce the ways they teach these skills. Educators also look for areas where they can improve standards-based curriculum and instruction.

Description

The MCA Math is administered every year. The MCAs are based on the Minnesota Academic Standards, which specify what students in a particular grade should know and be able to do. All students in Minnesota public schools take the MCAs. MCA Math is administered in grades 3 – 8 and high school in grade 11. Students take the MCA Math online. Some students may be eligible for paper test materials based on their Individualized Educational Plan (IEP) or 504 plan.

The MTAS Math is an alternate assessment based on alternate achievement standards for students with significant cognitive disabilities. It is part of the Minnesota assessment program. The MTAS measures mathematics skills that are linked to the general education curriculum. These skills represent high expectations for students with significant cognitive disabilities, but tasks to measure these skills are modified from the standard items on the MCA.

Key Information

Purpose	Summative
Required by	State
Students Assessed	All students in grades 3-8 and grade 11
Expected Duration	2 hours
Format	Online
Test Window	April 9-30

MCA/MTAS Reading

Purpose

The Minnesota Comprehensive Assessment (MCA) and Minnesota Test of Academic Skills (MTAS) are used to gather information about the alignment of district and school curriculum and instruction with state academic standards. Schools use the information to improve curriculum materials and student support. Educators look for areas where students do well so they can reinforce the ways they teach these skills. Educators also look for areas where they can improve standards-based curriculum and instruction.

Description

The MCA Reading is administered every year. The MCAs are based on the Minnesota Academic Standards, which specify what students in a particular grade should know and be able to do. All students in Minnesota public schools take the MCAs. MCA Reading is administered in grades 3 – 8 and high school in grade 10. Students take the MCA Reading online. Some students may be eligible for paper test materials based on their Individualized Educational Plan (IEP) or 504 plan.

The MTAS Reading is an alternate assessment based on alternate achievement standards for students with significant cognitive disabilities. It is part of the Minnesota assessment program. The MTAS measures reading skills that are linked to the general education curriculum. These skills represent high expectations for students with significant cognitive disabilities, but tasks to measure these skills are modified from the items on the MCA.

Key Information

Purpose	Summative
Required by	State
Students Assessed	All students in grades 3-8 and grade 10
Expected Duration	2 hours
Format	Online
Test Window	April 9-30

MCA/Alt MCA Science

Purpose

The Minnesota Comprehensive Assessment (MCA) and Alternate Minnesota Comprehensive Assessment (Alt MCA) are used to gather information about the alignment of district and school curriculum and instruction with state academic standards. Schools use the information to improve curriculum materials and student support. Educators look for areas where students do well so they can reinforce the ways they teach these skills. Educators also look for areas where they can improve standards-based curriculum and instruction.

Description

The MCA Science is administered every year. The MCAs are based on the Minnesota Academic Standards, which specify what students in a particular grade should know and be able to do. All students in Minnesota public schools take the MCAs. MCA Science is administered in grades 5, 8, and 10. Students take the MCA Science online. Some students may be eligible for paper test materials based on their Individualized Educational Plan (IEP) or 504 plan.

The Science Alt MCA is a set of assessment tools designed at the state level to measure the effective implementation of the 2019 Minnesota K–12 Science Standards. As new standards are implemented, this assessment replaces the previous science alternate assessment, the Science Minnesota Test of Academic Skills (MTAS). The Alt MCA is for students who are unable to achieve grade-level proficiency due to a disability. The Alt MCA helps ensure that schools provide access to science instruction that is linked to the Minnesota Academic Standards at the student’s grade level to the extent appropriate.

Key Information

Purpose	Summative
Required by	State
Students Assessed	All students in grades 5, 8, and 10
Expected Duration	1.5 hours
Format	Online
Test Window	MCA Science April 9 - May 7 Alt MCA Science April 9 - April 30

PreACT

Purpose

The PreACT is a standardized test designed to measure a high school student's general educational development and predict performance on the ACT. The purpose of the PreACT test is to measure a high school student's readiness for the ACT.

PreACT is also used to gather information about the alignment of curriculum and instruction with college readiness standards. High schools use the information to improve curriculum materials and student support. Educators look for areas where students do well so they can reinforce the ways they teach these skills. Educators also look for areas where they can improve standards-based curriculum and instruction.

Description

The PreACT tests the core subjects that students typically study through their first and second year of high school (English, Math, Reading, and Science). The PreACT is a low-stakes pre-exam for the ACT. The PreACT is a slightly shorter exam designed to help students prepare for the official ACT exam by simulating the test and testing experience.

Key Information

Purpose	Formative
Required by	District
Students Assessed	All students in grades 9-11
Expected Duration	2.5 hours
Format	Online
Test Window	Sept. 12

PSAT/NMSQT

Purpose

Taking the PSAT/NMSQT provides the opportunity for students to access many scholarship opportunities. Students who take the PSAT/NMSQT and meet other program entry requirements specified in the PSAT/NMSQT Student Guide will enter the National Merit Scholarship Program, an academic competition for recognition and scholarships conducted by the National Merit Scholarship Corporation (NMSC). Students who take the PSAT 8/9 or PSAT 10 can also see their progress from one test to the next.

Description

The Preliminary SAT/National Merit Scholarship Qualifying Test (PSAT/NMSQT) is structured similarly to the SAT, has the same sections and timing, and measures the same Reading and Writing, and Math skills students learn in the classroom—the knowledge and skills needed to succeed in college and career. Results from the PSAT/NMSQT provide insights into a student’s academic strengths, along with areas they can work on while still in high school.

Key Information

Purpose	Summative
Required by	Not required
Students Assessed	Grade 11 (optional)
Expected Duration	2.5 hours
Format	Online
Test Window	Oct. 24

SAT

Purpose

The purpose of the SAT is to measure a high school student's readiness for college. Most colleges, including those that are test-optional, still accept SAT test scores. Together with high school grades, the SAT can show your potential to succeed in college or career. The SAT provides colleges with a common data point that can be used with students' applications. How important SAT scores are in the college application process varies from college to college.

Description

The SAT takes three hours and consists of three tests: (1) the Reading Test, (2) the Writing and Language Test, and (3) the Math Test. Most of the questions are multiple-choice, though some of the math questions ask you to write in the answer rather than select it.

Key Information

Purpose	Summative
Required by	Not required
Students Assessed	Grade 11 (optional)
Expected Duration	2.5 hours
Format	Online
Test Window	May 2

DISTRICT ASSESSMENT WINDOWS

Schools schedule their testing dates based on the unique needs of their students and families. School leadership teams may select dates that fall within the assessment windows set by the district, which are established based on the requirements of the state or assessment provider and the needs of the community.

FALL

Sept. 3-27	FastBridge earlyReading and earlyMath, grades K-1
Sept. 9-13	CogAT, grade 4
Sept. 12	Pre-ACT, grades 9-11
Sept. 16-27	FastBridge aReading and aMath, grades 2-9
Sept. 16-27	FastBridge CBM Reading, grades 2-3
Sept. 30 - Oct. 11	FastBridge SAEBRS and mySAEBRS, grades 2-12
Oct. 24	PSAT/NMSQT, grade 11 (opt-in)
Dec. 9-18	CogAT, grade 2

WINTER

Jan. 6-31	FastBridge earlyReading and earlyMath, grades K-1
Jan. 6-16	FastBridge aReading and aMath, grades 2-9
Jan. 6-16	FastBridge CBM Reading, grades 2-3
Jan. 21-31	FastBridge SAEBRS and mySAEBRS, grades 2-12

SPRING

Jan. 27 - March 21	ACCESS/Alternate ACCESS for ELLs, grades K-12
April 9-30	MCA/MTAS Reading & Math, grades 3-8, 10, 11
April 9 - May 7	MCA/Alt MCA Science, grades 5, 8, 10
April 22	ACT, grade 11
May 2	SAT, grades 11-12 (opt-in)
May 5-16	AP Exams
May 5-30	FastBridge earlyReading and earlyMath, grades K-1
May 12-23	FastBridge aReading and aMath, grades 2-8
May 12-23	FastBridge CBM Reading, grades 2-3
May 27 - June 5	FastBridge SAEBRS and mySAEBRS, grades 2-12

SCHEDULE BY GRADE

Grade	Assessment	Window Opens	Window Closes	Typical Test Length
K	FastBridge earlyReading	9/3/24	9/27/24	5-10 minutes
	FastBridge earlyMath	9/3/24	9/27/24	5-7 minutes
	FastBridge earlyReading	1/6/25	1/31/25	5-10 minutes
	FastBridge earlyMath	1/6/25	1/31/25	5-7 minutes
	ACCESS for ELLs	1/27/25	3/21/25	45 minutes
	FastBridge earlyReading	5/5/25	5/30/25	5-10 minutes
	FastBridge earlyMath	5/5/25	5/30/25	5-7 minutes
1	FastBridge earlyMath	9/3/24	9/27/24	15-30 minutes
	FastBridge earlyReading	9/3/24	9/27/24	5-10 minutes
	FastBridge earlyMath	1/6/25	1/31/25	15-30 minutes
	FastBridge earlyReading	1/6/25	1/31/25	5-10 minutes
	ACCESS for ELLs	1/27/25	3/21/25	4-4.5 hours over 4 days
	Alternate ACCESS for ELLs	1/27/25	3/21/25	80 minutes
	FastBridge earlyMath	5/5/25	5/30/25	15-30 minutes
	FastBridge earlyReading	5/5/25	5/30/25	15 minutes
2	CogAT	12/9/24	12/18/24	2-3 hours over 3 days
	FastBridge aMath	9/16/24	9/27/24	15-30 minutes
	FastBridge aReading	9/16/24	9/27/24	15 minutes
	FastBridge CBM Reading	9/16/24	9/27/24	5 minutes
	FastBridge mySAEBRS	9/30/24	10/11/24	10 minutes
	FastBridge aMath	1/6/25	1/16/25	15-30 minutes
	FastBridge aReading	1/6/25	1/16/25	15 minutes
	FastBridge CBM Reading	1/6/25	1/16/25	5 minutes
	FastBridge mySAEBRS	1/21/25	1/31/25	10 minutes
	ACCESS for ELLs	1/27/25	3/21/25	4-4.5 hours over 4 days
	Alternate ACCESS for ELLs	1/27/25	3/21/25	80 minutes
	FastBridge aMath	5/12/25	5/23/25	15-30 minutes
	FastBridge aReading	5/12/25	5/23/25	15 minutes

Grade	Assessment	Window Opens	Window Closes	Typical Test Length
	FastBridge CBM Reading	5/12/25	5/23/25	5 minutes
	FastBridge mySAEBRS	5/27/25	6/5/25	10 minutes
3	FastBridge aMath	9/16/24	9/27/24	15-30 minutes
	FastBridge aReading	9/16/24	9/27/24	15 minutes
	FastBridge CBM Reading	9/16/24	9/27/24	5 minutes
	FastBridge mySAEBRS	9/30/24	10/11/24	10 minutes
	FastBridge aMath	1/6/25	1/16/25	15-30 minutes
	FastBridge aReading	1/6/25	1/16/25	15 minutes
	FastBridge CBM Reading	1/6/25	1/16/25	5 minutes
	FastBridge mySAEBRS	1/21/25	1/31/25	10 minutes
	ACCESS for ELLs	1/27/25	3/21/25	4-4.5 hours over 4 days
	Alternate ACCESS for ELLs	1/27/25	3/21/25	80 minutes
	MCA Math	4/9/25	4/30/25	1.5-2 hours
	MCA Reading	4/9/25	4/30/25	1.5-2 hours
	MTAS Math	4/9/25	4/30/25	20-40 minutes
	MTAS Reading	4/9/25	4/30/25	60-90 minutes
	FastBridge aMath	5/12/25	5/23/25	5 minutes
	FastBridge aReading	5/12/25	5/23/25	15-30 minutes
	FastBridge CBM Reading	5/12/25	5/23/25	15 minutes
	FastBridge mySAEBRS	5/27/25	6/5/25	10 minutes
4	FastBridge aMath	9/16/24	9/27/24	15-30 minutes
	FastBridge aReading	9/16/24	9/27/24	15 minutes
	FastBridge mySAEBRS	9/30/24	10/11/24	10 minutes
	CogAT	9/9/24	9/13/24	2-3 hours over 3 days
	FastBridge aMath	1/6/25	1/16/25	15-30 minutes
	FastBridge aReading	1/6/25	1/16/25	15 minutes
	FastBridge mySAEBRS	1/21/25	1/31/25	10 minutes
	ACCESS for ELLs	1/27/25	3/21/25	4-4.5 hours over 4 days
	Alternate ACCESS for ELLs	1/27/25	3/21/25	80 minutes
	MCA Math	4/9/25	4/30/25	1.5-2 hours
	MCA Reading	4/9/25	4/30/25	1.5-2 hours

Grade	Assessment	Window Opens	Window Closes	Typical Test Length
	MTAS Math	4/9/25	4/30/25	20-40 minutes
	MTAS Reading	4/9/25	4/30/25	60-90 minutes
	FastBridge aMath	5/12/25	5/23/25	15-30 minutes
	FastBridge aReading	5/12/25	5/23/25	15 minutes
	FastBridge mySAEBRS	5/27/25	6/5/25	10 minutes
5	FastBridge aMath	9/16/24	9/27/24	15-30 minutes
	FastBridge aReading	9/16/24	9/27/24	15 minutes
	FastBridge mySAEBRS	9/30/24	10/11/24	10 minutes
	FastBridge aMath	1/6/25	1/16/25	15-30 minutes
	FastBridge aReading	1/6/25	1/16/25	15 minutes
	FastBridge mySAEBRS	1/21/25	1/31/25	10 minutes
	ACCESS for ELLs	1/27/25	3/21/25	4-4.5 hours over 4 days
	Alternate ACCESS for ELLs	1/27/25	3/21/25	80 minutes
	MCA Math	4/9/25	4/30/25	1.5-2 hours
	MCA Reading	4/9/25	4/30/25	1.5-2 hours
	MTAS Math	4/9/25	4/30/25	20-40 minutes
	MTAS Reading	4/9/25	4/30/25	60-90 minutes
	MCA Science	4/9/25	5/7/25	1-1.5 hours
	Alt MCA Science	4/9/25	4/30/25	60-90 minutes
	FastBridge aMath	5/12/25	5/23/25	15-30 minutes
	FastBridge aReading	5/12/25	5/23/25	15 minutes
FastBridge mySAEBRS	5/27/25	6/5/25	10 minutes	
6	FastBridge aMath	9/16/24	9/27/24	15-30 minutes
	FastBridge aReading	9/16/24	9/27/24	30 minutes
	FastBridge mySAEBRS	9/30/24	10/11/24	10 minutes
	FastBridge aMath	1/6/25	1/16/25	15-30 minutes
	FastBridge aReading	1/6/25	1/16/25	30 minutes
	FastBridge mySAEBRS	1/21/25	1/31/25	10 minutes
	ACCESS for ELLs	1/27/25	3/21/25	4-4.5 hours over 4 days
	Alternate ACCESS for ELLs	1/27/25	3/21/25	80 minutes
	MCA Math	4/9/25	4/30/25	1.5-2 hours

Grade	Assessment	Window Opens	Window Closes	Typical Test Length
	MCA Reading	4/9/25	4/30/25	1.5-2 hours
	MTAS Math	4/9/25	4/30/25	20-40 minutes
	MTAS Reading	4/9/25	4/30/25	60-90 minutes
	FastBridge aMath	5/12/25	5/23/25	15-30 minutes
	FastBridge aReading	5/12/25	5/23/25	30 minutes
	FastBridge mySAEBRS	5/27/25	6/5/25	10 minutes
7	FastBridge aMath	9/16/24	9/27/24	15-30 minutes
	FastBridge aReading	9/16/24	9/27/24	30 minutes
	FastBridge mySAEBRS	9/30/24	10/11/24	10 minutes
	FastBridge aMath	1/6/25	1/16/25	15-30 minutes
	FastBridge aReading	1/6/25	1/16/25	30 minutes
	FastBridge mySAEBRS	1/21/25	1/31/25	10 minutes
	ACCESS for ELLs	1/27/25	3/21/25	4-4.5 hours over 4 days
	Alternate ACCESS for ELLs	1/27/25	3/21/25	80 minutes
	MCA Math	4/9/25	4/30/25	1.5-2 hours
	MCA Reading	4/9/25	4/30/25	1.5-2 hours
	MTAS Math	4/9/25	4/30/25	20-40 minutes
	MTAS Reading	4/9/25	4/30/25	60-90 minutes
	FastBridge aMath	5/12/25	5/23/25	15-30 minutes
	FastBridge aReading	5/12/25	5/23/25	30 minutes
	FastBridge mySAEBRS	5/27/25	6/5/25	10 minutes
8	FastBridge aMath	9/16/24	9/27/24	15-30 minutes
	FastBridge aReading	9/16/24	9/27/24	30 minutes
	FastBridge mySAEBRS	9/30/24	10/11/24	10 minutes
	FastBridge aMath	1/6/25	1/16/25	15-30 minutes
	FastBridge aReading	1/6/25	1/16/25	30 minutes
	FastBridge mySAEBRS	1/21/25	1/31/25	10 minutes
	ACCESS for ELLs	1/27/25	3/21/25	4-4.5 hours over 4 days
	Alternate ACCESS for ELLs	1/27/25	3/21/25	80 minutes
	MCA Math	4/9/25	4/30/25	1.5-2 hours
	MCA Reading	4/9/25	4/30/25	1.5-2 hours

Grade	Assessment	Window Opens	Window Closes	Typical Test Length
	MTAS Math	4/9/25	4/30/25	20-40 minutes
	MTAS Reading	4/9/25	4/30/25	60-90 minutes
	MCA Science	4/9/25	5/7/25	1-1.5 hours
	Alt MCA Science	4/9/25	4/30/25	60-90 minutes
	FastBridge aMath	5/12/25	5/23/25	15-30 minutes
	FastBridge aReading	5/12/25	5/23/25	30 minutes
	FastBridge mySAEBRS	5/27/25	6/5/25	10 minutes
9	PreACT	9/12/24	9/12/24	2.5 hours
	FastBridge aMath	9/16/24	9/27/24	15-30 minutes
	FastBridge aReading	9/16/24	9/27/24	30 minutes
	FastBridge mySAEBRS	9/30/24	10/11/24	10 minutes
	FastBridge aMath	1/6/25	1/16/25	15-30 minutes
	FastBridge aReading	1/6/25	1/16/25	30 minutes
	FastBridge mySAEBRS	1/21/25	1/31/25	10 minutes
	ACCESS for ELLs	1/27/25	3/21/25	4-4.5 hours over 4 days
	Alternate ACCESS for ELLs	1/27/25	3/21/25	80 minutes
	FastBridge aMath	5/12/25	5/23/25	15-30 minutes
	FastBridge aReading	5/12/25	5/23/25	30 minutes
	FastBridge mySAEBRS	5/27/25	6/5/25	10 minutes
10	PreACT	9/12/24	9/12/24	2.5 hours
	FastBridge mySAEBRS	9/30/24	10/11/24	10 minutes
	FastBridge mySAEBRS	1/21/25	1/31/25	10 minutes
	ACCESS for ELLs	1/27/25	3/21/25	4-4.5 hours over 4 days
	Alternate ACCESS for ELLs	1/27/25	3/21/25	80 minutes
	MCA Reading	4/9/25	4/30/25	1.5-2 hours
	MTAS Reading	4/9/25	4/30/25	60-90 minutes
	MCA Science	4/9/25	5/7/25	1-1.5 hours
	Alt MCA Science	4/9/25	4/30/25	60-90 minutes
	FastBridge mySAEBRS	5/27/25	6/5/25	10 minutes
11	PreACT	9/12/24	9/12/24	2.5 hours
	FastBridge mySAEBRS	9/30/24	10/11/24	10 minutes

Grade	Assessment	Window Opens	Window Closes	Typical Test Length
	PSAT/NMSQT (optional)	10/24/24	10/24/24	2.5 hours
	FastBridge mySAEBRS	1/21/25	1/31/25	10 minutes
	ACCESS for ELLs	1/27/25	3/21/25	4-4.5 hours over 4 days
	Alternate ACCESS for ELLs	1/27/25	3/21/25	80 minutes
	MCA Math	4/9/25	4/30/25	1.5 hours
	MTAS Math	4/9/25	4/30/25	20-40 minutes
	ACT	4/22/25	4/22/25	3 hours
	SAT (optional)	5/2/25	5/2/25	2.5 hours
	FastBridge mySAEBRS	5/27/25	6/5/25	10 minutes
12	FastBridge mySAEBRS	9/30/24	10/11/24	10 minutes
	FastBridge mySAEBRS	1/21/25	1/31/25	10 minutes
	ACCESS for ELLs	1/27/25	3/21/25	4-4.5 hours over 4 days
	Alternate ACCESS for ELLs	1/27/25	3/21/25	80 minutes
	FastBridge mySAEBRS	5/27/25	6/5/25	10 minutes

HOURS TESTING BY GRADE

The following table represents the hours students at each grade level will spend testing. Most tests are not timed. This number represents the sum of the largest amount of time students usually spend on each test. Hours will vary for students with individual education plans, 504 plans, and multilingual students. The hours of testing at each grade level align with the limits on local testing defined in [MN Statute 120B.306 Limits on Local Testing](#).

Grade	Hours Testing
K	0.85
1	2.08
2	6.00
3	7.00
4	9.75
5	8.25
6	7.50
7	7.50
8	9.00
9	3.00
10	6.50
11	7.50
12	0.50



**Agenda III.B.
August 8, 2024**

To: Board of Education

From: Dr. Theresa Battle, superintendent Dr. Chris Belmont, assistant superintendent, Wendy Drugge, BEA president and Brad Robb, principal

Date: August 8, 2024

Re: Report on New Version of the 2024-2025 Calendar aligned to Policy 602 and the Read Act Requirements

Notes:

- 2024-2025 calendar was approved by the BOE during the February 22, 2024 meeting with 169 student instructional days
- At the June 18, 2024 Policy Review Committee members agreed to revert back to the original policy 602 that is currently on the website
- At the June 20, 2024 Board of Education meeting, policy 602 was on the consent agenda with no changes and passed unanimously
- READ ACT requirements for professional development: - (range 54-170 hours)
- The State Approved curriculum we have chosen is CAREIALL (Center for Applied Research and Educational Improvement - Advancing Language and Literacy) and requires:
 - 17 hours of synchronous virtual group instruction
 - 40 hours of online content
 - 80% passing score by July 1, 2025
- District 191 Literacy steering committee training recommendation:
 - 2023-24: 22 preschool teachers
 - 2024-25: 300+ staff and administrators
 - 2025-26: 75+ staff

To comply with Policy 602 we are presenting a revised 2024-2025 calendar with a change that will reflect the following:

- Making March 28th and May 2nd each a 2.5 hour in person and early release day. This will provide our teachers 4 of the 9.5 hours of PD time needed

Burnsville-Eagan-Savage School District 191
2024-2025 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
		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		

November 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

December 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				

January 2025						
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	

February 2025						
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	

March 2025						
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					

April 2025						
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			

May 2025						
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

June 2025						
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					

AUGUST

- 20-22 New Teacher Workshop (No Students)
- 26-29 Professional Day (No Students)

SEPTEMBER

- 2 Labor Day (No Staff/No Students)
- 3 First Day of School grades 2-12
- 5 First Day of School grades K&1

OCTOBER

- 14-16 Parent-Teacher Conferences & Teacher Prep (No Students)
- 17-18 Minnesota Educator Academy (No Staff/No Students)

NOVEMBER

- 5 Planned Remote Learning Day
- 11 Professional Day (No Students)
- 28-29 Fall Break (No Staff/No Students)

DECEMBER

- 23-31 Winter Break (No Staff/No Students)

JANUARY

- 1 Winter Break (No Staff/No Students)
- 16 Last Day of 1st Semester
- 17 Professional Day (No Students)
- 20 MLK, Jr. Day (No Staff/No Students)

FEBRUARY

- 17 Professional Day (No Students)

MARCH

- 5-7 Parent-Teacher Conferences & Teacher Prep (No Students)
- 28 Early Release Day (2.5 hrs at the end of the day)
- 31 Spring Break (No Staff/No Students)

APRIL

- 1-4 Spring Break (No Staff/No Students)

MAY

- 2 Early Release Day (2.5 hrs at the end of the day)
- 26 Memorial Day (No Staff/No Students)

JUNE

- 5 Last Day of School
- 6 Graduation Ceremony
- 6 Professional Day (No Students)

2024-2025 Calendar:

Quarter 1
September 3 - November 8
44 days

Quarter 2
November 12 - January 16
38 days

Semester 1
September 3 - January 16
82 days

Quarter 3
January 21 - March 21
40 days

Quarter 4
March 24 - June 5
48 days

Semester 2
January 21 - June 5
88 days

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

Color Key:

No School for All Students
New Teacher Workshop (No Students)
Professional Day (No Students)
Planned Remote Learning Day
Parent-Teacher Conferences & Teacher Prep (No Students)
Holiday (No Staff/No Students)
2.5 hour End of Day Early Release Day
First & Last Day of School
Graduation Ceremony





**Agenda III.C.
August 8, 2024**

To: Board of Education
From: Dr. Theresa Battle, superintendent
Date: August 8, 2024
Re: Superintendent Report

Receive a report from Dr. Theresa Battle, superintendent.



**Agenda III.D.
August 8, 2024**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Eric Miller, board chair

Date: August 8, 2024

Re: Board Member Reports

Receive reports from board members.

August 8, 2024 Board Meeting

Board Members' Questions and Staff Responses regarding BoardBook materials

(Revised 2024-2025 Calendar)

Board Member Question	Staff Response
<p>Please clarify the content of Thursday, June 5th.</p> <ul style="list-style-type: none"> - Please review color-codes in the new draft calendar. It currently reflects Thursday 6/5 as the last day of school and Friday 6/6 as graduation day. - 2.5 early release means students are released 2.5 hours early at the end of the school day. 	<p>We checked in on the color codes and have updated the calendar to remove the highlighting that was reflected on June 6th. Graduation commencement has been recommended to move from June 6th (Friday) to June 5th and this new date is reflected on the right hand column of dates. This change is a board identified preference in policy, requiring notification through our calendar adoption processes. Three identified drivers for this change are event safety recommendations from our Burnsville PD, better options for weather induced makeup, and to give staff and families more time together for the weekend, especially for out of town guests and visitors.</p> <p>*** Update on 8-7-24*** based on the totality of the feedback collected, we have elected to keep the commencement date the same as previously approved (June 6, 2025).</p> <p>We added the word 'hours' to the calendar to provide more clarity around the intent of the early release.</p>
<p>For the proposed change to move graduation from Friday, June 6 to Thursday, June 5. Why is this change being recommended now? Who wants the change to be made?</p> <ul style="list-style-type: none"> * Have teachers been consulted about this, especially the teachers who participate in graduation ceremony each year? * Was there any attempt to collect student input regarding this recommendation? 	<p>Three identified drivers for this change are event safety recommendations from Burnsville PD, better options for weather induced makeup, and to give staff and families more time together for the weekend.</p> <p>We have consulted with Wendy Drugge and Theresa Meuser (graduation coordinator) regarding this recommendation. My understanding is they did reach out and collected input from additional teachers. The following were the predominate assessments:</p> <ul style="list-style-type: none"> • The rationale shared in the recommendations (safety, makeup options etc) above did show up in the teacher connections. • Concerns voiced in the teacher conversations were focused on the fact that this change would shrink the amount of total planning

	<p>time and that some staff might be pretty tired after a typical full day.</p> <p>We interviewed a total of 22 students regarding this recommendation and 12 parents.</p> <ul style="list-style-type: none"> - 9 students were rising 12th graders - 13 students were students in grades 9-11 - 4 of the parents interviewed had a rising 12th grader and 8 had students in grades 7-11. <ul style="list-style-type: none"> ● The rationale, as described above, did show up with the families. ● Families did share concerns that it might be more challenging to have family get to town on Thursdays as opposed to a Friday. Families also shared a concern about sports, in particular state competitions. <p>*** Update on 8-7-24*** based on the totality of the feedback collected, we have elected to keep the commencement date the same as previously approved (June 6, 2025).</p>

(Student Handbook)

Board Member Question	Staff Response
<p>This is more of a clarifying question, following the prior dialogue around the Student Handbook: Recommended changes are coming from the Handbook Team, as opposed to coming from a broader effort which engaged families, students and staff more extensively to reshape the handbook. Am I understanding this correctly?</p>	<p>In addition to attending a MASA/MASSP conference in February, the handbook team was charged with interviewing students, families, and staff more extensively. While the handbook team was entirely made up of administrators and support staff this year, we will seek to broaden our representative membership for next year to include additional stakeholders.</p>

(Assessment Plan)

Board Member Question	Staff Response
<p>Please elaborate on what, if any, revisions were made for change as part of this request to the board.</p>	<p>The most significant change is to standardize the use of SAEBRS and mySAEBRS. In doing this, we will better and more comprehensively understand our students' social and emotional well-being and needs.</p> <p>Another change is the administration of the Pre-ACT in the Fall rather than the Spring so that high school teachers have the data to inform instruction much earlier in the year.</p> <p>Finally, we will centralize PSAT/NMSQT and SAT to provide more continuity of support to high school administrators for all assessments and also ensure students have consistent offerings year after year.</p>

School Board Minutes
 INDEPENDENT SCHOOL DISTRICT 191
 June 20, 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, 55337.

Call to Order

Directors Alt, Chester, Conner, Hume, Mursal, Werb, and Chair Miller were present. Superintendent Dr. Battle, administrators, staff and members of the public were also present.

Attendance

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

Welcome and Pledge of Allegiance

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

Agenda

Received a report about Community Voices: Students, Families and Staff from Aaron Tinklenberg, director of communications.

Reports

Received a report about SMART Goals for the ISD 191 Board of Education for 2024-2025 from Board Chair Eric Miller.

Received a report about the Superintendent's Goals for 2024-2025 from Superintendent Dr. Battle.

Received reports about Board committees, appointments and school assignments: Director Mursal, PRC met June 18th, next meeting August 20th. Director Hume: Chamber of Commerce, legislative roundtable June 28th, candidate mixer in July. Director Chester: ISD 917 met in June, approved 2024-25 budget, additional contracts, update on hiring, shrinking the waitlist.

Consent Agenda
 Minutes
 Personnel Recommendations
 Checks, Receipt, Claims and In
 Budget Analysis
 Listening Session
 Annual Memberships
 Policies

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

- Approve minutes of the regular board meeting on June 13, 2024.
- Approve personnel recommendations for John Spangler, Kevin Sorlie, Donna Pfeiffer, Melanie Johnson, Lori Brevik, Mary Jane Gunderson, Sahro Abdullahi, Autumn Seekel, Jessalynn Derusha, Kimberly Hayman, Elizabeth Weightman, Jennifer Hall, Megan Flom, Megan Flom, Ryan King, Christina Bussler, Deisy Esparza Alanis, Fartun Ali, Jennifer Hall and Kimberly Hayman.
- April payroll checks in the net amount of \$4,063,784.87. April claims to date, wire transfers and adjustments totaling \$11,610,805.74. Also, that the Board accepts April receipts of \$18835, 872.10 and investments for the General Fund and OPEB of \$84,512,785.47 as of April 30, 2024.
- Accepts the Budget Analysis for the month ending April 30, 2024.
- Receive a report about the Listening Session on June 13, 2024.

-Annual Fiscal Year Membership Authorizations.
 -Approve no changes to Policies 512: *School Sponsored Publications and Activities*, 599: *Memorials for Deceased Students or Staff*, 602: *Organization of School Calendar and School Day*, and 607: *Organization of Grade Levels*.
 The motion carried unanimously (7,0).

Moved by Alt, seconded by Chester, to adopt a Resolution to Accept Donations.

The resolution was adopted 7,0 with Alt, Chester, Conner, Hume, Miller, Mursal, and Werb voting in favor and none voting against.

Resolution to Accept Donations

Moved by Hume seconded by Werb, to approve FY25 Adopted Budget.
 The motion carried unanimously (7,0)

FY25 Adopted Budget

Moved by Mursal, seconded by Conner, to establish FY24 Committed Fund Balance. The motion carried unanimously (7,0)

FY24 Committed Fund Balance

Moved by Alt, seconded by Werb, to approve the coverage for Property, Casualty and Liability Insurance for 2024-2025. The motion carried unanimously (7,0)

Insurance

Motion to move the approval of the SMART Goals for the ISD 191 Board of Education for 2024-2025 to the next Board Meeting on August 8, 2024.
 Moved by Miller, seconded by Conner. The motion carried unanimously (7,0)

Smart Goals for BOE

Moved by Chester, seconded by Mursal to approve the Superintendent's Goals for 2024-2025. The motion carried unanimously (7,0)

Superintendent Goals

Moved by Conner, seconded by Hume, to approve Collective Bargaining Agreement with the Burnsville Principal Association. The motion carried unanimously (7,0)

Collective Bargaining for Burnsville Principal Association

Moved by Miller, seconded by Hume, to strike out "replace with new salary schedule" under Appendix A. The motion carried unanimously (7,0)

Q-comp/ProPay MOU

Moved by Alt, seconded by Chester to approve Q-comp/ProPay Memorandum of Understanding (MOU) with Burnsville Education Association (7,0)

Moved by Mursal, seconded by Werb, to Certify the Population Estimate for the 2024 Payable 2025 Levy.

Population Estimate

RESOLUTION CERTIFYING THE POPULATION ESTIMATE FOR THE 2024 PAYABLE 2025 LEVY OF INDEPENDENT SCHOOL

DISTRICT NO. 191

WHEREAS, the Independent School District #191 has experienced an increase in population from the 2020 census figure of 71,881 to the current census figure of 73,006 as determined by the State Demographer.

BE IT RESOLVED by the School Board of Independent School District #191, State of Minnesota, as follows:

The census figure of 73,006 be certified to the State Demographer for approval for use in the 2024 payable 2025 revenue calculations

The resolution was adopted 7,0 with Alt, Chester, Conner, Hume, Miller, Mursal, and Werb voting in favor and none voting against.

Moved by Alt, seconded by Hume, to approve a one-time Stipend for Current Food and Nutrition and Custodial Employees. The motion carried unanimously (7,0)

Chair Miller adjourned the meeting at 7:34 p.m.

One-time Stipend

August 8, 2024

Abigail Alt, Clerk
Approved

Date

Adjourn

**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: August 8, 2024
RE: Recommended Personnel Changes

CLASSIFICATION	ACTION	NAME	FINAL	LOCATION	POSITION	EFFECTIVE DATE	HOURS / FTE
Certified	Appointment	Abigail Klemm	*	Edward Neill Elementary	Speech/Language Pathologist	08/20/2024	1.0 FTE
Certified	Appointment	Alysa Geer	*	Virtual Academy	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	Amanda Jensen		Sky Oaks Elementary School	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	Amanda Malz		Harriet Bishop Elementary	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	Amber Christman		Rahn Elementary School	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	Amina Mohamed		Sky Oaks Elementary School	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	Amisha Shah		Burnsville High School	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	Ashley Speltz		District-wide	Special Education Lead Facilitator (TOSA)	08/20/2024	1.0 FTE
Certified	Appointment	Austen Scheuneman	*	Eagle Ridge Middle School	Teacher	08/20/2024	.84 FTE
Certified	Appointment	Brandi Mayville		Hidden Valley Elementary	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	Christian Manon-og		Edward Neill Elementary	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	Eleanor Smith		Hidden Valley Elementary	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	Elizabeth Eppel		Vista View Elementary School	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	Elizabeth Twedell		Hidden Valley Elementary	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	Emily Burt		District-wide	English Learner Instructional Coach (TOSA)	08/20/2024	1.0 FTE
Certified	Appointment	Emily Cheme		Nicollet Middle School	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	Jason Schnobrich		Gideon Pond Elementary	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	Jennifer Tandberg		Burnsville High School	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	Jessica Kitzman		Hidden Valley Elementary	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	John Peters		Gideon Pond Elementary	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	Julie Greunke		ECSE Center	Social Worker	08/20/2024	1.0 FTE
Certified	Appointment	Kaitlyn O'Shea-Cullen		Rahn Elementary School	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	Kalin Laurent		Virtual Academy	Teacher	08/20/2024	4 FTE
Certified	Appointment	Kamilah Gobran		Eagle Ridge Middle School	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	Kelli Green		District-wide	Special Education Lead Facilitator (TOSA)	08/20/2024	1.0 FTE
Certified	Appointment	Kim M Olson	*	Eagle Ridge Middle School	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	Lancer Lumby		Virtual Academy	Teacher	08/26/2024	.20 FTE
Certified	Appointment	Lauren Haley		Sky Oaks Elementary School	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	Lindsay DeJong		Hidden Valley Elementary	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	Lisa Ongondi	*	Vista View Elementary School	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	Lynn McWatt		District-wide	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	Margaret Dayvis	*	Virtual Academy	Teacher	08/20/2024	.20 FTE
Certified	Appointment	Maria Gutierrez Beltran		Sky Oaks Elementary School	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	Melissa Campion		Hidden Valley Elementary	Social Worker	08/20/2024	1.0 FTE
Certified	Appointment	Michael Merritt	*	Burnsville Alternative High School	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	Nathan Puckett		District-wide	Psychologist	08/20/2024	1.0 FTE
Certified	Appointment	Nicholas McGraw		Eagle Ridge Middle School	Teacher	08/20/2024	.84 FTE
Certified	Appointment	Rachel Higgins		District-wide	English Learner Instructional Coach (TOSA)	08/20/2024	1.0 FTE
Certified	Appointment	Rachelle Munson		Virtual Academy	Teacher	08/26/2024	.20 FTE
Certified	Appointment	Renee Lund	*	Eagle Ridge Middle School	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	Robin Dayneko		Virtual Academy	Counselor	08/20/2024	1.0 FTE
Certified	Appointment	Ryan Mokandu		Eagle Ridge Middle School	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	Sarah Stout		Burnsville High School	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	Sarah Taylor	*	Harriet Bishop Elementary	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	Scott Kolman-Keen	*	BEST	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	Sheila Spaulding		ECSE Center	Teacher	08/20/2024	.80 FTE
Certified	Appointment	Tracy Discher		District-wide	Special Education Lead Facilitator (TOSA)	08/20/2024	1.0 FTE
Certified	Appointment	Trevor Crawford		District-wide	Teacher	08/20/2024	1.0 FTE
Certified	Appointment	Tyler Fassbender	*	Eagle Ridge Middle School	Teacher	08/20/2024	1.0 FTE
Certified	Change of Assignment	Barbara Gorski		Community Education	ABE Teacher	08/26/2024	.40 FTE
Certified	Change of Assignment	Brenda Berg		Community Education	ABE Teacher	08/26/2024	.09 FTE
Certified	Change of Assignment	Carolyn Potter Merriman		Community Education	ABE Teacher	08/26/2024	.52 FTE
Certified	Change of Assignment	Denise Griffith		Community Education	ABE Teacher	08/26/2024	.30 FTE
Certified	Change of Assignment	Elizabeth Bennett		Community Education	ABE Teacher	08/26/2024	.54 FTE
Certified	Change of Assignment	Estela Tapia- Alfaro		Community Education	ABE Teacher	08/26/2024	.22 FTE
Certified	Change of Assignment	Jessica Northenscald		Community Education	ABE Teacher	08/26/2024	.68 FTE
Certified	Change of Assignment	Jill Bear		Community Education	ABE Teacher	08/26/2024	.75 FTE
Certified	Change of Assignment	Michael Heine		Community Education	ABE Teacher	08/26/2024	.83 FTE
Certified	Change of Assignment	Robert Young		Community Education	ABE Teacher	08/26/2024	.18 FTE
Certified	Change of Assignment	Sara Bee		Community Education	ABE Teacher	08/26/2024	.40 FTE
Certified	Change of Assignment	Zachary Thompson		Virtual Academy	Teacher	08/26/2024	.82 FTE
Certified	Leave of Absence	Molly Moran		Eagle Ridge Middle School	Teacher	2024-2025 School Year	.08 FTE
Certified	Leave of Absence	Sarah Kersten		WM. Byrne Elementary School	Teacher	08/26/2024-10/20/2024	1.0 FTE
Certified	Resignation	Ashley Berryman		Harriet Bishop Elementary	Teacher	07/18/2024	1.0 FTE
Certified	Resignation	Eleanor Nesseth	*	Vista View Elementary School	Teacher	08/02/2024	1.0 FTE
Certified	Resignation	Emily Beckmann		Eagle Ridge Middle School	Teacher	07/08/2024	1.0 FTE
Certified	Resignation	Matthew Sticha		Nicollet Middle School	Teacher	06/30/2024	1.0 FTE
Certified	Resignation	Sophie Koloski		Burnsville High School	Teacher	06/20/2024	1.0 FTE
Certified	Retirement	Debra Wurdeman		WM. Byrne Elementary School	Teacher	06/30/2024	1.0 FTE
Certified	Retirement	Lisa Lauer		Burnsville High School	Teacher	07/31/2024	1.0 FTE
Classified	Appointment	Aaron Berg	*	Burnsville High School	Football- Assistant Coach	Fall Stipend	.44 FTE Stipend
Classified	Appointment	Allison Jordan	*	Community Education	Supervisor of Community Education	07/01/2024	8 hours/day
Classified	Appointment	Andre Winters	*	Burnsville High School	Football- Assistant Coach	Fall Stipend	.72 FTE Stipend
Classified	Appointment	Anne Ammons		Virtual Academy	Educational Assistant	08/26/2024	7.5 hours/day
Classified	Appointment	Brandon Kubitz	*	Burnsville High School	Football- Assistant Coach	Fall Stipend	.44 FTE Stipend
Classified	Appointment	Chinta Charan		Burnsville High School	Food Service Associate	08/20/2024	3.75 hours/day
Classified	Appointment	Christopher Bluem		Diamondhead Education Center	Staff Accountant	07/08/2024	8 hours/day
Classified	Appointment	Dante Steward	*	Burnsville High School	Football- Assistant Coach	Fall Stipend	.21 FTE Stipend
Classified	Appointment	Eddieca Ontiveros		Diamondhead Education Center	Community Education Engagement Specialist	07/08/2024	8 hours/day
Classified	Appointment	Hamde Daoud		Community Education	Community Education Engagement Coordinator	07/15/2024	8 hours/day
Classified	Appointment	Jennifer Gleason		Edward Neill Elementary	Food Service Manager	07/08/2024	7.5 hours/day
Classified	Appointment	Karina Colareta		Vista View Elementary School	Student Safety Patrol	Full Year Stipend	.50 FTE Stipend
Classified	Appointment	Kaylin Payette		Burnsville High School	Speech Language Assistant	08/26/2024	8 hours/day
Classified	Appointment	Kevin Graham		Burnsville High School	Track and Field- Assistant Coach	07/17/2024	.32 FTE Stipend

Classified	Appointment	Lacy Knutson		Edward Neill Elementary	Registered Behavior Technician	07/08/2024	8 hours/day
Classified	Appointment	Nicholas Zilka	*	Burnsville High School	Football- Assistant Coach	Fall Stipend	.53 FTE Stipend
Classified	Appointment	Reese Moore	*	Burnsville High School	Football- Assistant Coach	Fall Stipend	.44 FTE Stipend
Classified	Appointment	Ryan Henke	*	Burnsville High School	Football- Assistant Coach	Fall Stipend	.52 FTE Stipend
Classified	Appointment	Shuai Sheng		Diamondhead Education Center	Clerical	07/01/2024	8 hours/day
Classified	Appointment	Sheryl Droege		Rahn Elementary School	Registered Behavior Technician	08/26/2024	8 hours/day
Classified	Appointment	Yosmery Rodriguez Cortes	*	Burnsville High School	Clerical	08/12/2024	8 hours/day
Classified	Change of Assignment	Constance Larson		Burnsville High School	Food Service Associate	09/03/2024	5.75 hours/day
Classified	Change of Assignment	Craig Schwanke		Burnsville High School	Custodial	06/17/2024	8 hours/day
Classified	Change of Assignment	Gail Jungers		BEST	Educational Assistant	08/26/2024	7 hours/day
Classified	Change of Assignment	Kimberly Robran	*	District-wide	Speech Language Assistant	08/26/2024	.6 FTE
Classified	Change of Assignment	Martha Najera Vazquez		Community Education	Clerical	08/12/2024	8 hours/day
Classified	Change of Assignment	Nadia Sanchez	*	Community Education	Community Education Supervisor	07/25/2024	Casual
Classified	Change of Assignment	Rebecca McGuire		Harriet Bishop Elementary	Educational Assistant	07/25/2024	7.25 hours/day
Classified	Leave of Absence	Dawndra Broge		District-wide	Multilingual Learner Program Project Manager	07/02/2024-08/11/2024	8 hours/day
Classified	Rescind Resignation	Robert Martinez		Harriet Bishop Elementary	Custodial	08/30/2024	8 hours/day
Classified	Resignation	Alena Foley		Harriet Bishop Elementary	Educational Assistant	07/18/2024	7.25 hours/day
Classified	Resignation	Allison Jordan		Community Education	Community Education Supervisor	07/01/2024	8 hours/day
Classified	Resignation	AnaLisa Olson		Nicollet Middle School	Boys Soccer- Assistant Coach	05/29/2024	1.0 FTE Stipend
Classified	Resignation	Ashley Berryman		Harriet Bishop Elementary	Student Council	07/18/2024	1.0 FTE Stipend
Classified	Resignation	Brittney Smith		ECSE Center	Educational Assistant	08/19/2024	6.5 hours/day
Classified	Resignation	Crystal Huynh	*	Burnsville High School	Robotics	08/01/2024	1.0 FTE Stipend
Classified	Resignation	Eddieca Ontiveros		Diamondhead Education Center	Community Connections Coordinator	07/07/2024	8 hours/day
Classified	Resignation	Hamde Daoud		Community Education	Community Education Connections Coordinator	07/12/2024	8 hours/day
Classified	Resignation	Isiah Sims	*	Burnsville High School	Football- Assistant Coach	07/18/2024	.35 FTE Stipend
Classified	Resignation	Jacquelyn Parkinson	*	Eagle Ridge Middle School	Full Length Play-Assistant Director	07/28/2024	1.0 FTE Stipend
Classified	Resignation	Jacquelyn Parkinson	*	Eagle Ridge Middle School	Play One Act Director	07/28/2024	1.0 FTE Stipend
Classified	Resignation	John Peters		Sky Oaks Elementary School	Educational Assistant	08/19/2024	7.25 hours/day
Classified	Resignation	Joseph O'Donnell	*	WM. Byrne Elementary School	Educational Assistant	07/31/2024	7.25 hours/day
Classified	Resignation	Lisa Pajunen	*	Hidden Valley Elementary	Community Education Supervisor	07/30/2024	4 hours/day
Classified	Resignation	Malaz Mohamed Ahmed	*	ECSE Center	Educational Assistant	07/25/2024	6.5 hours/day
Classified	Resignation	Marci Plomski		Burnsville High School	Clerical	07/26/2024	8 hours/day
Classified	Resignation	Michaeline Torres- Busch		Rahn Elementary School	Educational Assistant	07/31/2024	7.25 hours/day
Classified	Resignation	Molly Moran	*	Eagle Ridge Middle School	Full Length Play- Director	07/29/2024	1.0 FTE Stipend
Classified	Resignation	Molly Moran	*	Eagle Ridge Middle School	Play One Act Director	07/29/2024	.77 FTE Stipend
Classified	Resignation	Quincy Bryant	*	Burnsville High School	Football- Assistant Coach	07/18/2024	.73 FTE Stipend
Classified	Resignation	Ryan Kolumbus	*	Burnsville High School	Football- Assistant Coach	07/18/2024	.95 FTE Stipend
Classified	Resignation	Sarah Barr		Nicollet Middle School	Educational Assistant	07/17/2024	7.25 hours/day
Classified	Resignation	Sheana Eggers	*	Burnsville High School	Girls Tennis- Assistant Coach	07/31/2024	1.0 FTE Stipend
Classified	Resignation	Sheryl Droege	*	Rahn Elementary School	Educational Assistant	08/23/2024	7.25 hours/day
Classified	Resignation	Tonnette Sponsler		Burnsville High School	Food Service Associate	07/01/2024	5.75 hours/day
Classified	Resignation	Trey Blanchard		Burnsville High School	Educational Assistant	06/06/2024	7 hours/day
Classified	Retirement	Carol Bartells		Sky Oaks Elementary School	Educational Assistant	07/19/2024	4 hours/day
Classified	Retirement	Thomas Chantara	*	District-wide	Custodial	08/30/2024	8 hours/day



**Agenda IV.A.3.
August 8, 2024**

To: Board of Education

From: Dr. Theresa Battle, superintendent

Date: August 8, 2024

Re: Report about the Listening Session

Recommendation: Receive a report about the listening session scheduled on June 20, 2024

There were no speakers who spoke at the June 20, 2024 Listening Session.



**Agenda IV.A.4.
August 8, 2024**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Eric Miller, board chair

Date: August 8, 2024

Re: Approve the Smart Goals for the Board of Education for the 2024-2025 School Year

Recommendation: That the Board of Education approve the updated Smart Goals for the School Board of ISD191 for the 2024-2025 school year.

Notes: The 2024-2025 smart goals were presented in a report and discussed during a Board of Education Meeting on June 20, 2024. It was voted at that meeting to move the approval of the goals to the August 8th meeting, so that the recommended changes developed in that meeting could be added to the goals for the upcoming year.

ISD 191 Board of Education ~~2023-24~~ 2024-2025 Goals

In alignment with the One91 Strategic Road Map and District Values, the ISD191 Board of Education has identified the following ~~three~~ five goals for the ~~2023-24~~ 2024-2025 school year:

GOAL 1 – Cultural Proficiency

Building on the work from recent years, all ISD191 Board Members will understand and be able to articulate the district’s work in being a culturally proficient school system (CPSS).

Members of the District 191 Board of Education will:

- Work to understand how CPSS is reflected in our district and the plan for further implementation.
- Be able to articulate why the work of CPSS is an important factor in fostering an environment that ensures the best possible outcomes for all students.

Measures of progress:

- Board members will participate in a facilitated retreat to learn more about CPSS, where the district currently fits, plans for continued implementation, and how this work leads to improved outcomes for students.
- Board members will **receive** information from Cultural Liaisons ~~and or~~ other **appropriate diverse community** representatives ~~from the school~~ as part of school **and district program** reports during the school board meetings. **School reports will also feature examples of the school culture as well as celebrations of this culture within the school community.**

GOAL 2 – Supporting and leveraging new methods and original thinking to improve student outcomes

All ISD191 Board Members will better understand how the District is working to ensure that all students are meeting goals and expectations around student achievement, including but not limited to our Pathways K-12 program, and use this improved understanding to inform setting district priorities.

Members of the District 191 Board of Education will:

- Better understand how our academic programming, including K-12 Pathways, leads to improved student outcomes.
- Have a deeper understanding of how the Pathways K-12 program is reflected in our district, especially within our elementary and middle schools.

Measures of progress:

- Board members will participate in workshops in order to understand how the curriculum we are using, including but not unlimited to K-12 Pathways [and Profile of a Learner](#), are leading to improved academic achievement for our students.
- Board members will receive reflections of Pathways K-12 and other district curriculum priorities as part of school reports during the school board meetings.
- Board members will receive dashboard reports which reflect the district's progress in meeting our goals.
- [Board members will receive quarterly updates board meeting reports on the READ Act Implementation.](#)

GOAL 3 – Creating space and opportunity for each and every voice to be heard

As a district, it is the responsibility of the ISD191 Board of Education to be transparent with our community and receive community input to inform decision making.

Members of the District 191 Board of Education will:

- Seek input from multiple voices (families, staff, [students, and](#) community members) that represent the full diversity of our communities, in order to inform decisions.
- Be transparent in its communication with the community.

Measures of progress:

- Board members will ensure members of the community have opportunities to provide input regarding district activities (i.e. budgeting, etc.) through community gatherings, surveys, etc.
- Board members will learn how information is getting to our families, [students](#) and staff, identify any gaps, and have staff work to resolve the gaps, leading to improved transparency of communication.
- Board members will understand which voices are represented in survey results, identify voices missing, and learn the plan to reach them.

Goal 4 - Provide appropriate governance and guidance to Dr. Battle and her Team.

All ISD191 Board members will understand and live up to the governance role of the board of education in supervising and providing support and guidance to the Superintendent.

Members of the District 191 Board of Education will:

- Better understand the differences between “governance” and “management” in Board work and interactions with the superintendent.
- Better understand the responsibilities charged to the Board Member role by the members of the public who elected us.
- Clarify expectations with Dr. Battle around communications protocols and other items where she needs Board support or Board direction.

Measures of progress:

- Board members will participate in one or more facilitated retreats to discuss board governance versus board management in order to better understand the appropriate role of the board and individual board members.
- Board members will work with Dr. Battle to review and clarify the Board / Superintendent communications protocols to ensure alignment and clear expectations among all board members and Dr. Battle.

Goal 5 - The Board of Education will provide appropriate governance and guidance to support Dr. Battle and her team with the ISD 191 Special Projects in 2024-2025, specifically surrounding the renewal of the tech levy and the open facilities plan.

Members of the District 191 Board of Education will:

- ~~Board members will~~ Learn and understand the impact of each project on the district.
- ~~Board members will~~ Serve as a voice to the community in sharing information about the special projects.

Measure of Progress:

- Successful renewal of Capital Levy for Technology.
- Successful closure and sale ~~sale and closure~~ of Metcalf property.
- Forward momentum in other areas of the open facilities plan.

August 8, 2024 Board Meeting

Board Members' Questions and Staff Responses regarding BoardBook materials

(Revised 2024-2025 Calendar)

Board Member Question	Staff Response
<p>Please clarify the content of Thursday, June 5th.</p> <ul style="list-style-type: none"> - Please review color-codes in the new draft calendar. It currently reflects Thursday 6/5 as the last day of school and Friday 6/6 as graduation day. - 2.5 early release means students are released 2.5 hours early at the end of the school day. 	<p>We checked in on the color codes and have updated the calendar to remove the highlighting that was reflected on June 6th. Graduation commencement has been recommended to move from June 6th (Friday) to June 5th and this new date is reflected on the right hand column of dates. This change is a board identified preference in policy, requiring notification through our calendar adoption processes. Three identified drivers for this change are event safety recommendations from our Burnsville PD, better options for weather induced makeup, and to give staff and families more time together for the weekend, especially for out of town guests and visitors.</p> <p>*** Update on 8-7-24*** based on the totality of the feedback collected, we have elected to keep the commencement date the same as previously approved (June 6, 2025).</p> <p>We added the word 'hours' to the calendar to provide more clarity around the intent of the early release.</p>
<p>For the proposed change to move graduation from Friday, June 6 to Thursday, June 5. Why is this change being recommended now? Who wants the change to be made?</p> <ul style="list-style-type: none"> * Have teachers been consulted about this, especially the teachers who participate in graduation ceremony each year? * Was there any attempt to collect student input regarding this recommendation? 	<p>Three identified drivers for this change are event safety recommendations from Burnsville PD, better options for weather induced makeup, and to give staff and families more time together for the weekend.</p> <p>We have consulted with Wendy Drugge and Theresa Meuser (graduation coordinator) regarding this recommendation. My understanding is they did reach out and collected input from additional teachers. The following were the predominate assessments:</p> <ul style="list-style-type: none"> ● The rationale shared in the recommendations (safety, makeup options etc) above did show up in the teacher connections. ● Concerns voiced in the teacher conversations were focused on the fact that this change would shrink the amount of total planning

	<p>time and that some staff might be pretty tired after a typical full day.</p> <p>We interviewed a total of 22 students regarding this recommendation and 12 parents.</p> <ul style="list-style-type: none"> - 9 students were rising 12th graders - 13 students were students in grades 9-11 - 4 of the parents interviewed had a rising 12th grader and 8 had students in grades 7-11. <ul style="list-style-type: none"> ● The rationale, as described above, did show up with the families. ● Families did share concerns that it might be more challenging to have family get to town on Thursdays as opposed to a Friday. Families also shared a concern about sports, in particular state competitions. <p>*** Update on 8-7-24*** based on the totality of the feedback collected, we have elected to keep the commencement date the same as previously approved (June 6, 2025).</p>

(Student Handbook)

Board Member Question	Staff Response
<p>This is more of a clarifying question, following the prior dialogue around the Student Handbook: Recommended changes are coming from the Handbook Team, as opposed to coming from a broader effort which engaged families, students and staff more extensively to reshape the handbook. Am I understanding this correctly?</p>	<p>In addition to attending a MASA/MASSP conference in February, the handbook team was charged with interviewing students, families, and staff more extensively. While the handbook team was entirely made up of administrators and support staff this year, we will seek to broaden our representative membership for next year to include additional stakeholders.</p>

(Assessment Plan)

Board Member Question	Staff Response
<p>Please elaborate on what, if any, revisions were made for change as part of this request to the board.</p>	<p>The most significant change is to standardize the use of SAEBRS and mySAEBRS. In doing this, we will better and more comprehensively understand our students' social and emotional well-being and needs.</p> <p>Another change is the administration of the Pre-ACT in the Fall rather than the Spring so that high school teachers have the data to inform instruction much earlier in the year.</p> <p>Finally, we will centralize PSAT/NMSQT and SAT to provide more continuity of support to high school administrators for all assessments and also ensure students have consistent offerings year after year.</p>



**Agenda IV.B.1.
August 8, 2024**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Dr. Kathy Funston, director of Strategic Partnerships and Pathways

Date: August 8, 2024

Re: Approval of the Dakota County Technical College Income Contract

Recommendation: That the Board of Education approve the income contract with the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Dakota County Technical College regarding services for the 2024-2025 School Year and authorize the Superintendent of ISD 191 to execute the agreement.

[Attachment: Dakota County Technical College Income Contract](#)

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #

STATE OF MINNESOTA
Dakota County Technical College
MINNESOTA STATE COLLEGES AND UNIVERSITIES
INCOME CONTRACT

This contract is by and between *Burnsville High School* (hereinafter "PURCHASER") and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of *Dakota County Technical College* (hereinafter "Minnesota State").

WHEREAS, the PURCHASER has a need for a specific service; and

WHEREAS, Minnesota State, is empowered to enter into income contracts pursuant to Minnesota Statutes, Chapter 136F;

NOW, THEREFORE, it is agreed:

1. DUTIES OF Minnesota State. The Minnesota State agrees to provide the following:
 - Provide appropriate registration, withdrawal, and drop-add information.
 - Provide an online In College application.
 - If the high school chooses to use the Accuplacer test, provide assistance and training to administer the Accuplacer test at the high school. After the first administration of testing, the high school will appoint a staff or faculty member who will be responsible for subsequent testing cycles. Information on multiple measures for course placement is provided.
 - Maintain appropriate academic records documenting each In College course.
 - Provide student electronic materials concerning academic and student support services available to all students at the college which also outlines DCTC academic policies and student responsibilities. (Minnesota State Policy Chapter 3.5.1 Part 3 Subpart A.)
 - Create class lists and enter grades.
 - Make appropriate record adjustments for students in accordance to Drop/Add and Withdrawal policies.
 - Provide student transcripts upon receipt of request and fee payment.
 - Maintain college course records for high school students, and award college credit for successfully completed courses.

Ensure that each college faculty mentor:

- Initiates an orientation session with In College high school teachers prior to the start of any In College course offering.
- Collaborates with the high school In College teacher to clarify the approved college course outline and creates a course syllabus for the In College course.
- Provides current college information of the text and course outlines for the high school teacher's use.
- Provides teachers who have taught the course previously with copies of new course outlines, new calendars, schedules or other information as courses change.
- Collaborates with high school In College teachers to assure that assessment meets academic department criteria.
- Visits the class at least once during the semester to observe teaching and student response to instruction, meeting with the teacher after each classroom observation as well as providing a guest lecture/presentation.

- Communicates regularly (face-to-face, on-line, by telephone, etc.) with the high school In College teacher and monitors assignments, exams, projects, student academic achievement, and instructional effectiveness to ensure that the course meets the learning outcomes contained in the course outline approved by the college and that the students are held to college-level standards.
- Reviews selected graded assignments, tests and papers.
- Extends to high school In College teachers, invitations to participate in appropriate campus-based faculty development activities. (Minnesota State Policy Chapter 3.5.1 Part 4 Subpart D Number 2).

2. DUTIES OF PURCHASER. The PURCHASER agrees to provide the following:

- By the end of the enrollment/registration timeframe provided to the high school, have students complete the student enrollment and registration process for the college's In College program.
- Enrollment for each In College course offered shall include the full name of each student who plans to enroll in the course, with the understanding that in order to be listed, the student meets the criteria to be eligible for participation in a In College course. The high school shall be responsible for ensuring that the student meets the eligibility requirements for In College courses.
- In order to register for a course, all students must complete the online In College application.
- Provide class start and end date for each In College course.
- Assist in student compliance with the Drop-Add and Withdrawal Policies.
- To the extent possible, provide counseling services to students and their parents (or guardian) before students enroll in DCTC's In College courses. This ensures that the student and their parents (or guardian) are fully aware of the risks and possible consequences of enrolling in In College courses.
- Provide all textbooks and other instructional materials/ equipment required for the course as determined by the sponsoring academic department and faculty mentor.
- Provide transportation and student and high school teacher lunches for campus visits.

Ensure the following course scheduling requirements:

- Enrollment of In College courses must not exceed the class tally established by Dakota County Technical College.
- In College courses shall not simultaneously enroll In College and non- In College students unless previously approved by the college administration.

Ensure that each high school In College teacher does the following:

- Uses the course outline for the In College course provided by the college.
- Provides the college faculty mentor with documentation that ensures each In College course is equivalent in content and rigor to the same course offered on campus. This documentation should include copies of quizzes, exams, and completed homework assignments that are examples of student A-level work, B-level work, and C-level work. A student's grade in a course is to be based on their academic performance on assignments and tests or other factors as mutually agreed upon by the high school teacher and faculty mentor and as stated in the syllabus. The college faculty mentor reserves the right to approve any mid-terms, as well as the final examination. If not approved, the College faculty mentor must demonstrate that the exam does not evaluate at the college level and/or it is not consistent with course learning objectives.
- Assigns formal, whole letter grades to each student on the class list. The completed grade sheet is to be signed and sent to the faculty mentor immediately after the semester ends.
- Attends a yearly workshop at DCTC to discuss issues, policies, procedures, and discipline specific component.

3. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed and goods or materials supplied by Minnesota State pursuant to this contract shall be paid by the PURCHASER as follows:

Burnsville High School agrees to pay the College \$3000 per In College course the first time it is offered and \$3000 every subsequent time it is offered, provided the same high school teacher and DCTC mentor are instructing the course;

In the event a different teacher or a different college mentor instructs the class, the fee remains \$3000. College warrants that required payment(s) will not exceed the cost to the college that is directly attributable to providing the course(s).

- b. Terms of Payment. Payment shall be made by the PURCHASER within 20 days of the date of the invoice presented.
- 4. TERM OF CONTRACT. This contract shall be effective on *July 1, 2024, or upon the date that the final required signature is obtained by Minnesota State*, whichever occurs later, and shall remain in effect until *June 30, 2025*, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The parties agree that the number of courses offered and the specific course(s) offered under this agreement will be mutually agreed upon by the parties.
- 5. CANCELLATION. This contract may be canceled by the PURCHASER or Minnesota State at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the Minnesota State shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed
- 6. AUTHORIZED REPRESENTATIVES.

- a. The PURCHASER'S Authorized Representative for the purposes of administration of this contract is:

Theresa Battle
 Superintendent
 200 W. Burnsville Pkwy., Burnsville, MN 55337
 952-707-2000
 tbattle@isd191.org

- b. Minnesota State 's Authorized Representative for the purposes of administration of this contract is:

Name: Heather Aagesen-Huebner
 Title: Vice President for Finance and Operations
 Address: 2500 East 80th Street, Inver Grove Heights, MN 55076
 Telephone: 651-450-3534
 E-Mail: heather.aagesen-huebner@inverhills.edu

Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

- 7. ASSIGNMENT. Neither the PURCHASER nor Minnesota State shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
- 8. LIABILITY. The PURCHASER shall indemnify, save, and hold Minnesota State, its agents and employees harmless from any and all claims or causes of action arising from the performance of this contract by the PURCHASER or PURCHASER'S agents or employees. This clause shall not be construed to bar any legal remedies the PURCHASER may have for Minnesota State 'S failure to fulfill its obligations pursuant to this contract.
- 9. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The PURCHASER is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. Minnesota State IS NOT responsible for issues or challenges

related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

10. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
11. **GOVERNMENT DATA PRACTICES ACT.** The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The PURCHASER and Minnesota State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the PURCHASER in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the PURCHASER or Minnesota State.

In the event the PURCHASER receives a request to release the data referred to in this clause, the PURCHASER must immediately notify Minnesota State. Minnesota State will give the PURCHASER instructions concerning the release of the data to the requesting party before the data is released.
12. **JURISDICTION AND VENUE.** This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the PURCHASER relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
14. **OTHER PROVISIONS.** (Attach additional page(s) if necessary):

The following is to be understood and agreed to by both the High School and the College.

Teacher Qualifications

- The Higher Learning Commission determined that accredited institutions awarding college credit by means of dual credit arrangements must assure the quality and integrity of such offerings and their comparability to the same college credit offered on the institution's main campus or at the institution's other locations. As such, the faculty members teaching dual credit courses should hold the same minimal qualifications as required by the institution of its own faculty.
- Each high school teacher selected to teach an In College course requires the approval of the teacher's principal and of the College's sponsoring academic department. (per Minnesota State Policy Chapter 3.5.1, Part 4, Subpart C).

Student Requirements

1. Eligible students are currently enrolled must follow the Minnesota State Colleges and Universities System Procedure 3.5.1 Post-Secondary Enrollment Options Program.
<https://www.minnstate.edu/board/procedure/305p1.html>

This Contract does not transfer, modify or diminish the intellectual property of each party or those of third parties that is used in the performance of each party's duties under this Contract.

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Dakota County Community College

By (authorized signature) <i>Heather Hansen-Huebner</i> 515C1EBEACA640E...
Title VP of Finance and Operations
Date 7/16/2024 9:20:19 AM CDT

2. PURCHASER: Burnsville High School

PURCHASER certifies that the appropriate person(s) have executed the contract on behalf of PURCHASER as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature)
Title Superintendent
Date

By (authorized signature)
Title
Date

3. AS TO FORM AND EXECUTION:

By (authorized college/university/system office initiating agreement)
Title
Date

Certificate Of Completion

Envelope Id: 0AA684326EBB41A4A0BBD2FC1F5FCB6C
 Subject: Complete with DocuSign: income_contractInCollege2024-2025DCTCBHS.pdf
 Department: Business Office
 College: DCTC
 Source Envelope:
 Document Pages: 5
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Signatures: 1
 Initials: 0

Envelope Originator:
 Allison Chuick
 314 10th Ave. S.
 Waite Park, MN 56387
 achuick@inverhills.edu
 IP Address: 107.4.241.231

Record Tracking

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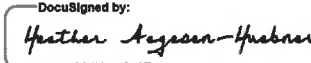
Holder: Allison Chuick
 achuick@inverhills.edu

Location: DocuSign

Signer Events

Heather Aagesen-Huebner
 heather.aagesen-huebner@inverhills.edu
 VP of Finance and Operations
 Inver Hills Community College - Inver Grove
 Heights, MN
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 515C1EBEACA640E...

Timestamp

Sent: 7/15/2024 12:06:07 PM
 Viewed: 7/16/2024 9:19:52 AM
 Signed: 7/16/2024 9:20:19 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 73.242.56.247

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Theresa Battle
 tbattle@isd191.org
 Superintendent

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Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 7/22/2024 1:07:49 PM
 ID: f4f870db-5b2b-4807-9958-b6ee5a428dc4

Katie Merklng
 kmerkling@inverhills.edu

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp

Carbon Copy Events**Status****Timestamp**

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Allison Chuick

achuick@inverhills.edu

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Mary Jo Gardner

mgardner@inverhills.edu

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
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ID: 13ee44b2-9295-4a6b-a49f-946e3ac817e8

Eric Owusu

eowusu@inverhills.edu

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
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Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Minnesota State Colleges and Universities (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Minnesota State Colleges and Universities:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: michael.noble-olson@minnstate.edu

To advise Minnesota State Colleges and Universities of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at michael.noble-olson@minnstate.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Minnesota State Colleges and Universities

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Minnesota State Colleges and Universities

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Minnesota State Colleges and Universities as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Minnesota State Colleges and Universities during the course of your relationship with Minnesota State Colleges and Universities.



**Agenda IV.B.2.
August 8, 2024**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Dr. Kathy Funston, director of Strategic Partnerships and Pathways

Date: August 8, 2024

Re: Approval of Inver Hills Community College Income Contract

Recommendation: That the Board of Education approve the income contract presented with the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Inver Hills Community College regarding services for the 2024-2025 School Year and authorize the Superintendent of ISD 191 to execute the agreement.

Attachment: [State of Minnesota Inver Hills Community College Minnesota State Colleges and Universities Income Contract](#)

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #

STATE OF MINNESOTA
Inver Hills Community College
MINNESOTA STATE COLLEGES AND UNIVERSITIES
INCOME CONTRACT

This contract is by and between *Burnsville High School* (hereinafter "SCHOOL DISTRICT") and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of *Inver Hills Community College* (hereinafter "Minnesota State").

WHEREAS, the PURCHASER has a need for a specific service; and

WHEREAS, Minnesota State, is empowered to enter into income contracts pursuant to Minnesota Statutes, Chapter 136F;

NOW, THEREFORE, it is agreed:

1. DUTIES OF Minnesota State. The Minnesota State agrees to provide the following:

Enter into this agreement for services to be provided under contract with SCHOOL DISTRICT.

- Communicate eligibility requirements.
- Provide course and other services at the same level as provided to general COLLEGE students.
- Award COLLEGE credit to students upon successful completion of courses.
- Provide course grades to the SCHOOL DISTRICT at the conclusion of each semester.
- Bear initial legal fees and other expenses associated with the drafting of this agreement.
- Create invoices for the SCHOOL DISTRICT for credits being taken by SCHOOL DISTRICT students.
- Refer to Appendix A for additional responsibilities.

2. DUTIES OF SCHOOL DISTRICT: The SCHOOL agrees to provide the following:

Entering into this agreement for **PSEO Course by CONTRACT** services to be directly contracted with the COLLEGE.

- Authorize enrollment/course selection for eligible high school students with the COLLEGE.
- Provide all textbooks and other instructional materials/ equipment required for the course as determined by the sponsoring academic department and faculty mentor.
- Facilitate the enrollment and application process with students.
- Communicate the process for arranging educational accommodations. The COLLEGE retains authority to determine whether a request for an educational accommodation is appropriate for classes taken for COLLEGE credit.
- Refer to Appendix A for additional responsibilities.

3. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed and goods or materials supplied by the COLLEGE pursuant to this contract shall be paid by the SCHOOL DISTRICT as follows:

The school district will be billed by COLLEGE at the rate of \$ \$3000 x number of credits.
 (example: \$3000 x 4 credit class = \$12,000) This rate may change in the future contracts.

b. Terms of Payment. Payment shall be made by the SCHOOL DISTRICT as follows:

Invoices will be sent to the SCHOOL DISTRICT by October 1 for Fall enrollment and April 1 for Spring enrollment.

Payments to the COLLEGE for charges will be made by the SCHOOL DISTRICT by December 1 for Fall Semester and June 1 for Spring Semester.

4. TERM OF CONTRACT. This contract shall be effective on *July 1, 2024* or upon the date that the final required signature is obtained by Minnesota State, whichever occurs later, and shall remain in effect until *June 30, 2025*, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.
5. CANCELLATION. This contract may be canceled by the PURCHASER or Minnesota State at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the Minnesota State shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed
6. AUTHORIZED REPRESENTATIVES.

a. The COLLEGE Authorized Representative for the purposes of administration of this contract is:

Name: Heather Aagesen-Huebner
 Title: Vice President for Finance and Operations
 Address: 2500 East 80th Street, Inver Grove Heights, MN 55076
 Telephone: 651-450-3534
 E-Mail: heather.aagesen-huebner@inverhills.edu

b. The SCHOOL DISTRICT'S Authorized Representative for the purposes of administration of this contract is:

Theresa Battle
 Superintendent
 200 W. Burnsville Pkwy., Burnsville, MN 55337
 952-707-2000
 tbattle@isd191.org

Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

7. ASSIGNMENT. Neither the PURCHASER nor Minnesota State shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
8. LIABILITY. The PURCHASER shall indemnify, save, and hold Minnesota State, its agents and employees harmless from any and all claims or causes of action arising from the performance of this contract by the PURCHASER or PURCHASER'S agents or employees. This clause shall not be construed to bar any legal remedies the PURCHASER may have for Minnesota State 'S failure to fulfill its obligations pursuant to this contract.
9. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The PURCHASER is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. Minnesota State IS NOT responsible for issues or challenges

related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

10. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
11. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The PURCHASER and Minnesota State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the PURCHASER in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the PURCHASER or Minnesota State.

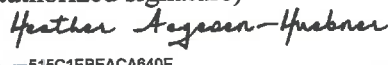
In the event the PURCHASER receives a request to release the data referred to in this clause, the PURCHASER must immediately notify Minnesota State. Minnesota State will give the PURCHASER instructions concerning the release of the data to the requesting party before the data is released.
12. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the PURCHASER relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
14. OTHER PROVISIONS. (Attach additional page(s) if necessary): "NONE"

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Inver Hills Community College

By (authorized signature)  <small>515C1EBEACA640E...</small>
Title vp of Finance and Operations
Date 7/16/2024 9:20:50 AM CDT

2. SCHOOL DISTRICT: *Burnsville High School*

SCHOOL DISTRICT certifies that the appropriate person(s) have executed the contract on behalf of PURCHASER as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature)
Title superintendent
Date

By (authorized signature)
Title
Date

3. AS TO FORM AND EXECUTION:

By (authorized college/university/system office initiating agreement)
Title
Date

APPENDIX A
PSEO Course by CONTRACT
2024-2025

College Responsibilities

- Confirm customized course dates
- Add high school staff to D2L Bright space course access
- Communicate course text and materials requirements in advance and ensure student access the first day of instruction
- Prior to start of class, initiate contact with high school staff to review course/etc. (Assigned Faculty)
- Ensure syllabi and course welcome information complies with syllabi checklist (Assigned Faculty)
- Confirm student enrollment and registration information
- Establish and maintain a communication routine with the high school staff related to the course, its delivery, and student assessment evaluation. (Assigned Faculty)
- Notify high school staff when there are course syllabus updates, changes in curriculum (Assigned Faculty)
- Collaborate with high school staff to ID any supplementary instruction needs based on student assessments
- Coach enrolled students in unique college deadlines for drop, add, withdrawal in collaboration with the high school staff
- Provide Authorization to Release Student Information form

High School Responsibilities

- By November 30, send a completed Intent to Offer form to the IHCC administrator identifying the classes to be offered for the upcoming academic year.
- Work with college staff to schedule and administer the Accuplacer exam or use provided multiple measures for interested students
- Advise students about course expectations; help them to make decisions about participating.
- Advise students about the Authorization to Release Student Information form
- Provide completed Authorization to Release Student Information forms to the College
- Using web-based tools facilitate an Online course orientation(s) with enrolled students.
- Facilitate enrolled students textbook access and return policy sign off.
- Enroll students per student eligibility criteria and policies. The high school is responsible for ensuring that the student meets the eligibility requirements for courses per the college guidelines.
- Facilitate enrollment and registration of the students within the stated time period.
- Ensure the maximum number of student enrollments does not exceed the approved seat cap limits.
- Ensure all textbooks and other instructional materials/equipment required for the course are available to students at the beginning of the term.
- Assist in student compliance with the drop/add and withdrawal policies.
- Return completed contracts to the college Business Office

Certificate Of Completion

Envelope Id: CBE17DD173114A568886639AC3142E19

Status: Sent

Subject: Complete with DocuSign: PSEO Course by CONTRACT Appendix A 24-25.pdf, PSEO Course by CONTRACT I...

Department: Business Office

College: IHCC

Source Envelope:

Document Pages: 5

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Allison Chuick

AutoNav: Enabled

314 10th Ave. S.

EnvelopeId Stamping: Enabled

Waite Park, MN 56387

Time Zone: (UTC-06:00) Central Time (US & Canada)

achuick@inverhills.edu

IP Address: 134.29.180.167

Record Tracking

Status: Original

Holder: Allison Chuick

Location: DocuSign

6/26/2024 11:05:54 AM

achuick@inverhills.edu

Signer Events

Heather Aagesen-Huebner

heather.aagesen-huebner@inverhills.edu

VP of Finance and Operations

Inver Hills Community College - Inver Grove

Heights, MN

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Theresa Battle

tbattle@isd191.org

Superintendent

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 7/22/2024 1:08:29 PM
ID: 4718e119-8b75-4830-af47-dea2c0353cd9

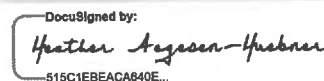
Katie Merklung

kmerklung@inverhills.edu

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signature



Signature Adoption: Pre-selected Style

Using IP Address: 73.242.56.247

Timestamp

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Viewed: 7/16/2024 9:20:32 AM

Signed: 7/16/2024 9:20:50 AM

Sent: 7/16/2024 9:20:52 AM

Viewed: 7/22/2024 1:08:29 PM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events**Status****Timestamp**

Allison Chuick

achuick@inverhills.edu

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Mary Jo Gardner

mgardner@inverhills.edu

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Accepted: 7/12/2024 1:26:20 PM
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Eric Owusu

eowusu@inverhills.edu

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

7/15/2024 12:00:26 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Minnesota State Colleges and Universities (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Minnesota State Colleges and Universities:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: michael.noble-olson@minnstate.edu

To advise Minnesota State Colleges and Universities of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at michael.noble-olson@minnstate.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Minnesota State Colleges and Universities

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Minnesota State Colleges and Universities

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Minnesota State Colleges and Universities as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Minnesota State Colleges and Universities during the course of your relationship with Minnesota State Colleges and Universities.



**Agenda IV.B.3.
August 8, 2024**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Amy Piotrowski, director of student support services

Date: August 8, 2024

Re: Joint Powers Agreement for Childhood Vaccinations between Dakota County and
ISD 191

Recommendation: that the Board of Education approve the Joint Powers Agreement between Dakota County and ISD 191 to provide childhood vaccinations.

The purpose of this Agreement is for Dakota County, through its contract with Homeland Health Specialist, Inc., to provide childhood vaccinations at School District locations. This initiative aims to break down barriers that prevent some families from accessing necessary vaccinations, thereby ensuring all students can access their education without hindrance. By organizing vaccination clinics at school sites, the district strives to support families in getting their children immunized, promoting a healthier and more prepared student body.

**JOINT POWERS AGREEMENT FOR CHILDHOOD VACCINATIONS
BETWEEN THE COUNTY OF DAKOTA AND
INDEPENDENT SCHOOL DISTRICT 191**

This Joint Powers Agreement (“Agreement”) is entered into by and between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Department of Public Health (“County”), and Independent School District 191, 200 Burnsville Parkway Burnsville, MN 55337, “School District”, by and through their respective governing bodies (collectively referred to as “Parties” herein.)

RECITALS

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

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

WHEREAS, the County is permitted to provide such childhood vaccinations pursuant to statutes and grant(s) it has received from the Minnesota Department of Health;

WHEREAS, School District is interested in providing convenient access to childhood vaccination services to families in the School District;

WHEREAS, the County intends to enter into a subcontract with Homeland Health Specialist, Inc. to provide childhood vaccinations at School District, as outlined in Exhibit 2, Service Grid;

WHEREAS it is convenient to both the School District and the County for such vaccination services to be provided to children in the School District on School District property;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the County and School District hereby agree as follows:

1. Effective Date.
This agreement is dependent on the approval and execution of a contract between the County and Homeland Health Specialist, Inc. to provide childhood vaccinations at the School District. To the extent such contract has been executed, the effective date of this Agreement shall be the date the last party executes this Agreement. County will provide a copy of its contract with Homeland Health Specialist, Inc. to School District upon request.
2. Purpose. The purpose of this Agreement is to for Dakota County, through its contract with Homeland Health Specialist, Inc., to provide childhood vaccinations at School District locations. All services provided by the County and Homeland Health Specialist, Inc., are described in Exhibit 2, Service Grid.

3. School District Obligations. School District agrees to do as follows: (1) to designate an area within a School District building where vaccinations may be provided to applicable students in the School District; (2) to work with the County and Homeland Health Specialist, Inc. to determine mutually agreeable dates and times for such vaccinations; (3) to advertise and/or promote the vaccination clinics to families residing in the School District; (4) to work with the County to prepare a mutually acceptable vaccination consent form to be signed by each vaccination recipient's parent or legal guardian; and (5) to have a School District representative present during the vaccination clinics to provide consent forms to be signed by each child's parent or legal guardian. A signed consent form must be received by County or Homeland Health Specialist, Inc. prior to each child's vaccination(s).

The grant funds utilized to pay Homeland Health Specialist, Inc, for services it will provide School District hereunder are subject to the terms and conditions contained in both the Federal COVID-19 Vaccination Implementation Grant Agreement between Dakota County and the State of Minnesota dated May 10, 2021, as may be periodically amended, including amendments dated November 30, 2021 and December 13, 2023. ("State Contracts"). Homeland Health Specialist, INC, agrees to comply with all terms and conditions contained in such contracts that are applicable to the County. County will provide copies of these contracts to School District upon request.

4. County Obligations.
The County, through its contractual relationship with Homeland Health Specialist, INC, agrees to provide childhood vaccinations to children in the School District as described in Exhibit 2 from the Effective Date through March 31, 2026, on the dates and times agreed upon by School District, Homeland Health Specialist, Inc., and the County.
5. Authorized Representatives. The following named persons are designated as the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the Authorized Representatives shall have only authority specifically granted by their respective governing boards. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement.

The County's Authorized Representative is:
Marti Fischbach, Community Services Director
Telephone: 651-554-5742
Email: Marti.Fischbach@co.dakota.mn.us

The School District's Authorized Representative is:
Teresa Battle, Superintendent
Telephone: 952-707-2005
Email: superintendent191@isd191.org

The parties shall provide written notification to each other of any change to the Authorized Representative. Such written notification shall be effective to change the designated liaison under this Agreement, without necessitating an amendment of this Agreement.

6. Assignment. The School District may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the County and the School District.
7. Indemnification. The parties agree to indemnify, defend and hold harmless the other, its officers, agents and employees against any and all liability, loss, costs, damages, claims or actions its officers, agents or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officers, agents, or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement. Nothing herein shall be construed as a waiver by School District or County of any of the immunities or limitations of liability to which they may be entitled pursuant to Minn. Stat. Ch. 466 or any other statute or law.
8. Insurance Terms. Each Party shall maintain policies of insurance or self-insurance that cover the services provided under this Agreement in an amount not less than the statutory maximum set forth in Minn. Stat. § 466.04 or other applicable statutes.
9. Audit. The School District shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request the School District shall allow the County, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The School District shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.
10. Data Practices. The School District agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time. Minn. Stat. § 144.3351 allows for the sharing of certain immunization data between School District and County. Pursuant to this statute, School District agrees that the County must collect and maintain the following information about each child receiving a vaccination:
 - (1) patient's name, address, date of birth, gender, parent or guardian's name; and
 - (2) date vaccine was received, vaccine type, lot number, and manufacturer of all immunizations received by the patient, and whether there is a contraindication or an adverse reaction indication.
11. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the School District, nor shall the County be considered or deemed to be an agent, representative or employee of the School District in the performance of this Agreement. Personnel of the School District or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.
12. Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this

Agreement, or its breach, must be with the appropriate state court with competent jurisdiction in Dakota County.

13. Compliance with Law. The School District agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations, and further agrees to comply with the Standard Assurances attached as Exhibit 1. The School District is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
14. Default and Remedies.
 - (a) Events of Default. The following shall, unless waived in writing by the County, constitute an event of default under this Agreement: If the School District fails to fully comply with any material provision, term, or condition contained in this Agreement.
 - (b) Notice of Event of Default and Opportunity to Cure. Upon the County's giving the School District written notice of an event of default, the School District shall have thirty (30) calendar days in which to cure such event of default, or such longer period of time as may be reasonably necessary so long as the School District is using its best efforts to cure and is making reasonable progress in curing such events of default (the "Cure Period"). In no event shall the Cure Period for any event of default exceed two (2) months. Within ten (10) calendar days after receipt of notice of an event of default, the School District shall propose in writing the actions that the School District proposes to take and the schedule required to cure the event of default.
 - (c) Remedies. Upon the School District's failure to cure an event of default within the Cure Period, the County may terminate this Agreement and its obligation to provide childhood vaccinations under this Agreement for cause by providing thirty (30) days' written notice to the School District. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other Party. For purposes of termination and default, all days are calendar days.
15. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated immediately by the County in the event sufficient funds from the County, State, or Federal sources are not appropriated, obtained and continued at least the level relied on for the funding of this Agreement, and the non-appropriation of funds did not result from any act or bad faith on the part of the County.
16. Exhibits. The following exhibits are attached to and incorporated within this Subgrant Agreement:
 - Exhibit 1: Standard Assurances;
 - Exhibit 2: Service Grid;
17. Waiver. If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.
18. Complete Agreement. This Agreement and Exhibits contain all negotiations and agreements between the County and the School District. Any amendment to this Agreement must be in

writing and executed by the County and the School District. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party. In the event of a conflict between the terms of any Exhibit and the body of this Agreement, this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Approved as to form:

COUNTY OF DAKOTA

Assistant County Attorney/Date
KS-24-236-

By: _____

Title: _____

Date: _____

Dakota County Contract
Dakota County BR

INDEPENDENT SCHOOL DISTRICT 191

School District Board
Resolution number/date: _____

By: _____

Title: _____

Date: _____

**EXHIBIT 1
STANDARD ASSURANCES**

1. **NON-DISCRIMINATION.** During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because the person is a member of a protected class under, and as defined by, federal law or Minnesota state law including, but not limited to, race, color, creed, religion, sex, gender, gender identity, pregnancy, national origin, disability, sexual orientation, age, familial status, marital status, veteran's status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination.. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY**. For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION**. Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING**. Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PROHIBITED TELLECOMMUNICATIONS EQUIPMENT/SERVICES**. If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

6. **CONTRACTOR GOOD STANDING**. If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION**. Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to

contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Contractor certifies that it and its principals* and employees:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and
- B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and
- E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

8. **HEALTH DATA PRIVACY.** When applicable to the Contractor's duties under this Contract, the Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Minnesota Health Records Act, and any other applicable health data laws, rules, standards, and requirements in effect during the term of this Contract.

9. **APPEALS.** The Contractor shall assist the County in complying with the provisions of Minn. Stat. § 256.045, Administrative and Judicial Review of Human Services Matters, if applicable.

10. **REPORTING.** Contractor shall comply with the provisions of the "Child Abuse Reporting Act", Minn. Stat. § 626.556, as amended, and the "Vulnerable Adult Reporting Act", Minn. Stat. § 626.557, as amended, and any rules promulgated by the Minnesota Department of Human Services, implementing such Acts.

11. **PSYCHOTHERAPISTS.** Contractor has and shall continue to comply with the provisions of Minn. Stat. Ch. 604, as amended, with regard to any currently or formerly employed psychotherapists and/or applicants for psychotherapist positions.

12. **EXCLUDED MEDICAL ASSISTANCE PROVIDERS.** By signing this contract, Provider certifies that it is not excluded. 42 U.S.C. § 1397 *et seq.* (subch. XX) of the Social Security Act.

13. **MDHS THIRD-PARTY BENEFICIARY.** The following applies to contracts related to adult mental health services; see Minn. Stat. § 245.466, subd. 2. Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the

Minnesota Department of Human Services are entitled to and may recover from Contractor reasonable attorneys' fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third

14. party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minn. Stat. § 245.466, subd. 3; Minn. R. 9525.1870, subp. 2).

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at https://oig.hhs.gov/exclusions/exclusions_list.asp

Attycv/Exh SA (Rev. 1-23)

EXHIBIT 2 – Service Grid**Goal**

Dakota County Public Health (DCPH) Department as being the Provider of Record for the Childhood Vaccinations will support the vaccination efforts of [SCHOOL DISTRICT] to improve vaccination rates and expediate compliance to the Minnesota requirements for school attendance.

School District’s responsibilities

- Meet with Homeland Health Specialist, Inc. and County in advance of clinic to discuss logistics and ensure the space for the clinic will meet the needs of this Agreement
- Provide limited staff during the clinic to be an usher or greeter
- Request signed vaccination consent forms from parents prior to event
- Facilitate logistics of on-site vaccination events
- Conduct communication campaigns to staff and families of the school district.

Homeland Health Specialist, Inc. responsibilities under its Agreement with the County

- Meet with DCPH or identified school districts in advance of the clinic to make sure identified space meets the needs for the clinic and to determine logistics for the clinic.
- Provide nursing staff and administration as the Provider of Record up to a mutually agreed upon number of vaccinations, not to exceed a mutually agreed upon total number of vaccinations.
- Provide clinic supplies needed to vaccinate
- Work with DCPH or identified school partners to contact prioritized cohorts based on MDH and Center for Disease Control’s (CDC) criteria to notify them of vaccine availability.
- Be the Provider of Record, meeting all of MDH requirements including but not limited to:
 - Pre-registration of clients
 - Scheduling of client appointments
 - Obtaining and tracking signed written consent forms for minor clients from parents or legal guardians
 - Gating of clients to ensure that clients meet vaccination criteria as provided by the County
 - Logistics for vaccination clinic
 - Documentation of doses and sending data to MIIC, within 7 days of administration of each vaccine as required by MDH
 - Review of client health information to determine whether contraindications or precautions exist that would medically exclude a potential vaccine recipient
 - Logistics for vaccination clinic including nurse staffing, supplies and removal of medical waste
 - Documentation of doses and sending data to MIIC within 7 days of administration of each vaccine as required by MDH
 - Bill client’s insurance as applicable
 - Provide onsite or virtual interpreters as needed
- Provide clinic summary email to DCPH with a report after each clinic is completed, including:
 - Number of clients registered
 - Number of clients receiving one or more vaccinations
 - Number of clients denied vaccination due to not meeting vaccination criteria
 - Summary including immunizations given by date, by district, and by immunization type
 - Client satisfaction data
- Provide individual-level data to DCPH for its records, following all data practices and HIPAA requirements, either through encrypted email or other secure process
- Submit monthly invoices to PHInvoices@co.dakota.mn.us

County responsibilities

- Execute contract, provide payment for services and monitor outcomes with Homeland Health Specialist, Inc.

- Meet with Homeland Health Specialist, Inc. and school district in advance of clinic to discuss logistics and ensure the space for the clinic will meet the needs of the Homeland Health Specialist, Inc.
- Provide limited staff during the clinic to be an usher or greeter.
- Provide on-site District vaccination clinic services in the event Homeland Health Specialist, Inc. is unable to provide services and County agrees to perform, based on its capacity and resources, to perform such services.

Interpreters

County will pay for the actual costs of providing interpreter services to non-English speaking participants who are an open County case. Homeland Health Specialist, Inc. must receive prior written authorization of interpreter services costs from County staff prior to using those services. Unless there is specific prior authorization by the County, Homeland Health Specialist, Inc. must access interpreters from those agencies under contract with the County to provide interpreter services.

Inclusion, Diversity & Equity

The County embraces and supports person-centered practices and expects contractors to do the same. Person-centered practices are structured in a way to support a client's comfort and ability to express choice, control, and direction in all aspects of service delivery and support. While the nature of some services and service deliveries is such that it must account for factors beyond the client's choice, control and direction, including, but not limited to, the terms of this Contract, court orders, the safety of the client and others, and governing law, the County values consideration of the client's perspective, knowing that services are more efficient and effective when aligned with client choice. [For more information, refer to *Person-Centered, Informed Choice and Transition Protocol*, Minnesota Department of Human Services, issued 3/27/17 and updates.]

The County further recognizes that pervasive racism, discrimination and other institutional and community biases, as well as harm from historical trauma, are experienced by cultural communities and that this may contribute to overrepresentation of cultural communities in some County services. Appropriate service delivery often requires open discussion considering the real-life experiences of the people served, paying attention to the impact of pervasive racism and bias. At the referral level, it means inquiring with families about how to integrate their family or individual culture into service delivery. At the service level, it includes attention to outcomes for families receiving services in order to assess whether effectiveness differs in cultural communities and responding to any differences.

It is expected that while performing services for the County, the School District shall abstain from unacceptable behaviors including, but not limited to:

- Racial, ethnic or discriminatory jokes or slurs;
- Hostile, condemning, or demeaning communications, both verbal and written;
- Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and
- Retaliation against any person who reports or addresses unacceptable behavior.

It is the responsibility of the School District to ensure staff delivering services for the County are aware of these expectations and trained as needed to ensure respectful, cooperative and professional conduct in interactions with County staff and clients. If the County experiences or receives a report of an unacceptable behavior, it will share the report with School District. The School District must inform the County of steps taken to remedy the unacceptable behavior within ten (10) working days. If the unacceptable behavior persists, the County may terminate the Contract pursuant to the termination provision in the Contract.



**Agenda IV.B.4.
August 8, 2024**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Kevin Kleiner, athletics director

Date: August 8, 2024

Re: Approve Burnsville Girls Hockey Cooperative

RECOMMENDATION: That the Board of Education approves the Cooperative Sponsorship in Girls Hockey between Burnsville High School and Eastview High School.

Notes:

This cooperative sponsorship will allow ISD 191 girls hockey players to participate in high school girl's hockey. Burnsville and Eastview already combine to play together at the youth hockey level, so this is a natural progression of that partnership.

Application for Cooperative Sponsorship

Deadline: Not later than 30 days prior to 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 cooperative sponsorship.

On behalf of the following schools, we hereby apply for cooperative sponsorship of Girls Hockey 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.*

	School	Enrollment (9-12)*	City	Administrative Region**	Competitive Section**
High School #1:	Eastview High School	2,308	Apple Valley	3AA	6A
High School #2:	Burnsville High School	2,119	Burnsville	3AA	6A
High School #3:					
High School #4:					

*Enrollment reported to the State of Minnesota on October 1 of the previous school year.

**Current (Number and Class)

- Do any of the above schools belong to a conference in this activity?
 Yes This application must include a review and comments from the conference(s) of which the schools are members.
 No
- Do any of the above schools currently have a cooperative agreement in this activity?
 Yes An application for dissolution must be submitted for the existing agreement.
 No
- Describe the conditions which have prompted your request to co-sponsor this activity. (See model resolution at [www.mshsl.org/About/MSHSL/Membership Information: A History & Model Resolution for School Boards](http://www.mshsl.org/About/MSHSL/Membership%20Information%20-%20A%20History%20&%20Model%20Resolution%20for%20School%20Boards))

4. List the number of students, by grade level, who participated in this activity during the previous year. *If the school did not sponsor the program last year, indicate the number of students expected to participate in this cooperatively-sponsored activity this year if approved.*

	7th	8th	9 th	10th	11 th	12th
High School #1	8	7	4	3	3	
High School #2	5		1		2	
High School #3						
High School #4						

- Team Identification: (Indicate how cooped schools should be identified in tournament programs): Eastview High School
- Team Colors: Blue, Black and White Team Mascot: Lightning
- Host School (school that will receive revenue share check): Eastview High School

Board of Education (or designee)	School	Date
Signed <u>Sachin Isaac</u>	<u>Eastview High School</u>	_____
Signed _____	_____	_____
Signed _____	_____	_____
Signed _____	_____	_____

Official Action of the MSHSL Board of Directors

- Approved
 Not Approved

Signature: _____ Date: _____
 MSHSL Executive Director



**Agenda IV.B.5.
August 8, 2024**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Dr. Chris Bellmont, assistant superintendent, Kevin Kleiner, director of athletics
Bill Heim, director of activities

Date: August 8, 2024

Re: 2024-2025 BHS Student Athletics & Activities Handbook

Recommendation: That the Board of Education approve the 2024-2025 BHS Student Athletics & Activities Handbook as presented.

Notes:

Changes to this year's Athletics and Activities Handbook include the following:

- Updates to advisors and coaching staff
- Removal of the Film Club and Writing Center program
- Addition of following clubs and sports: Art, Bloom, Eighteens K-Pop Dance, Flow and Boys Volleyball

Board approval copy

~~2023-2024~~2024-2025-STUDENT ATHLETICS & ACTIVITIES
BURNSVILLE HIGH SCHOOL

Discover Opportunities

Dear Parents/Guardians and Students,

All of us at Burnsville High School want students to feel connected to our school community and find ways to be involved. This booklet lists and describes the amazing variety of athletic teams, activities, and clubs offered to students. There are so many opportunities! Take advantage of them. Try something new this year.

We know that students benefit in many ways from participation in athletics and activities. They learn teamwork, commitment, and discipline. They gain confidence, make friends, acquire skills, and contribute to their community. Students discover future careers and lifelong interests through their involvement. Most importantly, they learn so much about themselves.

As with all opportunities also come responsibilities. Please review information on eligibility, requirements, and other regulations.

Have a great school year,

Kevin Kleiner
Director of Athletics

Bill Heim
Associate Principal and Director of (Activities)

Purpose Statement

The purpose of the Burnsville High School Athletics & Activities Department is to develop a program that strives for students to:

- have a balance between competitiveness, enjoyment, and fulfillment;
- display excellence on the field, in the classroom, and in all personal relationships, and
- have the courage to step out of their comfort zones in a safe environment to better themselves in all aspects of their lives and to make good decisions.

Department Mission Statement

Burnsville High School is committed to excellence in athletics and activities as part of a larger commitment to excellence in education. The guiding principle behind our vision with co-curricular participation is our belief in its educational value for our students. High school athletics promotes character traits of high value to personal development and success in later life. These include the drive to take one's talents to the highest level of performance; embracing the discipline needed to reach high standards; learning to work with others as a team in pursuit of a common goal; and adhering to codes of fairness and respect.

In addition, it is the mission of this department to create a Championship Culture of Success and Achievement for Burnsville. To do this we need to challenge all of our coaches on a daily basis to conduct themselves as champions. This conduct will be demonstrated and adhered to through our work habits and preparation, our words and manner of thinking, our communication and treatment of one another, and in our expectations. We

expect to be the very best at what we do. We will be the best we can every single day. All coaches and programs will PROMOTE other sports for our kids to do or compete in after they are finished with our season. We will encourage kids to be multiple sport athletes and actually teach the kids and parents why that is important. We will uplift other sports programs and coaches, not just tolerate them. We will continually promote the education of our coaches with new and verifiable recent research. We will expect and demand that all of our programs use a common language with regard to training for movement and strength and power development. All programs will have our school's strength training and movement training as part of practice every week, both in-season and off-season. We will teach our student-athletes how to think and behave like champions. We will all be on the same page. We will strive to be champions in everything we do to make our program a Championship Burnsville Athletic Program, not an individual sport championship program, but rather, one in which we all work together to make the whole program of a championship caliber.

Burnsville-Eagan-Savage School District 191

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www.isd191.org/bhs
(952) 707-2100

All athletics and many activities have fees associated with them. If any family needs financial assistance to reduce participation fees, please contact Jeanine Riggs, Administrative Assistant for Athletics/Activities. No student will ever be denied participation in athletics or activities due to financial hardship.

Enrichment Opportunities:

School-Sponsored Clubs and Activities

Academic Quiz Bowl _____ Fee: \$40
Open to all students, this activity competes against other metro area teams. Students quickly answer general knowledge questions at South Suburban and Quiz Bowl League tournaments from November to March.
Contact: ~~Les Moffitt~~TBD.....TBD ~~lmoffitt@isd191.org~~

Art Club

The purpose of this club it give students the opportunity to use their voice through art, develop leadership and collaboration opportunities, and build community around students who share a passion for art.
Contact: Helen Dolan.....hdolan@isd191.org

Bloom:

The purpose of this club is to help people discover who they want to be physically. This club will focus on beauty (skincare and make-up), fashion, and working out. This is a self-care discovery club to help people

"Bloom" into the person they want to be. The mission is to help people discover who they are and who they want to be

Contact: Jen Waller.....jwaller@isd191.org

Bowls for BrainPower

This is a joint project of ISD 191 Community Education, the BHS Art Department, and the BHS Youth Service Program to raise funds for BrainPower in a Backpack. Activities include making ceramic soup bowls, teaching others, and hosting a meal for this hunger cause.

Contact: BHS Art Department. inquiries can be made to cfloback@isd191.org

BrainPower in a Backpack

BrainPower in a Backpack is a community service project of the BHS Youth Service Program that provides weekend food for elementary school children in need. Volunteer activities include collecting food items, raising funds, shopping, and packing backpacks every Thursday.

Contact: Pam Voigt. pvoigt@isd191.org

Burnsville Swing

Burnsville Swing, run through the ISD 191 Community Education Department, is a performance group of high school students, leads and follows, that perform East Coast swing dance, Lindy Hop, and aerial tricks. The group practices at Burnsville High School and performs at various functions and events throughout the year, as well as around the Twin Cities.

Contact: Community Education/Advisor Bekah Gudim. rgudim@isd191.org

Chess Team

The Burnsville High School Chess Team is run through the ISD 191 Community Education Department. Practices are held after school at Burnsville High School and team members compete at several tournaments as well as the South Suburban Conference Tournament.

Contact: Community Education & Coach Dane Zagar. dzagar@isd191.org

Competitive Speech

Team Fee: \$45

In this exciting activity, students will first explore and then select one of 13 possible competition categories that offer a wide range of interests as well as varying levels of time commitments. The categories include Creative Expression, Discussion, Dramatic Duo (done with a partner), Extemporaneous Reading, Extemporaneous Speaking, Great Speeches, Humorous Interpretation, Informative Speaking, Original Oratory, Serious Drama Interpretation, Serious Prose, Serious Poetry Interpretation, and Storytelling. Individual practice times are set up by coach and student allowing for flexibility and greater student success. You may earn a letter by competing in at least 5 meets and accumulating 25 hours of practice time. Speech practices begin in December and meets begin the last week of January and continue each Saturday through the second or third week of April. Competitive Speech is a great way to improve speaking skills that will endure for a lifetime.

Contact: Brendan Klein. bklein@isd191.org

Debate

Team Fee: \$35

Members of the Debate Team compete on intramural and interscholastic levels to learn advanced methods of organized argumentation on highly controversial issues. (An activity particularly worthwhile for students planning on enhancing speech and public speaking skills, becoming lawyers)

Contact: Brendan Klein. bklein@isd191.org

DECA

Fee: \$150

DECA is the leadership network that prepares students for careers in marketing, entrepreneurship, hospitality, business management, and finance. Through real-world experiences and classroom curriculum, DECA gives students a competitive edge for college and career success.

Contact: Maggie Mayernik mmayernik@isd191.org

Drumline (Winter)

Fee: \$55

The drumline is for all band students to enrich their band experience. Large and small group instruction on percussion instruments will be the focus as participants develop a performance for competition in Minnesota Percussion Association (MPA) events. Students are expected to participate in weekly practice sessions and any scheduled events. Students (7-12) currently enrolled in the District 191 Instrumental Music Program are eligible to participate. Eight band letter points are awarded for each season of participation.

Contact: Paul Connell pconnell@isd191.org

Eighteens K-Pop Dance

This group will allow students to learn the dances from K-pop. They will have a chance to perform at the AAPI (Asian American/Pacific Islander) show and other shows. This group will connect K-pop fans and dancers.

Contact: Jen Waller jwaller@isd191.org

FIRST Robotics Competition (FRC)

Fee: \$50

Blaze Robotics, Team 3184, is composed of high school students in good academic standing from grades 9 through 12. The team is supported by high school staff members and adult mentors from corporate sponsors and the community. This is a year-round program that includes a six-week "build season" to design, build and program a competition robot. Each spring, the team competes with the robot at regional competitions around the country, as well as at a championship event. There are many aspects to the program including Java Programming and CAD Design, photography and videography, marketing, communications, electronics, engineering design and build, social media, and much more! Snacks are provided.

Contact: Blaze Robotics - Crystal Huynh team3184@isd191.org

FIRST Tech Challenge (FTC)

Fee: \$50

The Burnsville FIRST Tech Challenge (FTC) is a robotics competition open to students interested in STEM in grades 7 - 12. Teams of 8 students design, build, and control competition robots for each season. No previous experience in robotics is necessary. Robots are created using Android phones and Tetrix parts (<http://www.tetrixrobotics.com>).

The season runs from early September through February, with regional competitions in the Midwest, and the FTC World Championship in late April in Detroit, Michigan. See

<https://www.firstinspires.org/robotics/ftc> for program and game description.

Contact: David Peters ftcburnsville@isd191.org

Flow

The purpose of this club is to help build a stronger community within Burnsville High School and to improve mental health.

Contact: Dave McDevitt pmcdevitt@isd191.org

Future Teachers of America (FTA)

FTA is a student organization encouraging students to pursue post-secondary education in the field of education with a focus on urban learners in an urban, suburban and/or rural setting/environment through events, field trips, guest speakers and other hands-on experiences.

Contact: Matt Deutsch. mdeutsch@isd191.org
Andrea Parent aparent@isd191.org

Gaming Club/E Sports Team

Fee: \$40

This club allows students to compete in video gaming competitions with peers and online in competitions with students from other schools. Students do not need prior computer programming knowledge to be a part of the club. This club is for students who love to create and play games. We will use lots of different software as well as share some of your favorite games to play. This club meets throughout the school year.

Contact: ~~Erik Shimshock~~TBD. ~~TBDeshimshock@isd191.org~~

Marching Band

Fee: \$55

The Marching Band is responsible for supplying music and generating enthusiasm at fall sporting events and school assemblies. The band consists of a wind section (woodwind and brass) and percussion (drumline). Admission to scheduled events is free for Marching Band members. The group rehearses two or three times per week, beginning with a mini-camp experience at BHS in August. Students (9-12) currently enrolled in the District 191 Instrumental Music Program are eligible to participate. Eight band letter points are awarded for each season of participation.

Contact: Keith French. kfrench@isd191.org

Math League

Fee: \$45

The Math League Team stimulates interest and learning of mathematics and trains members for competitive participation in the Minnesota High School Mathematics League (MHSML). The MHSML gives awards to the top teams, the top individuals, and to the top students on each team. Attendance and performances at practices and meets may earn a letter. Extra credit may be earned for participation in math league which consists of an increase in one grade increment in your math course. (For example, an increase from a B+ to an A- or an increase from A- to an A, etc.) If students already have an A in their math courses at the time of the final exam, they shall be exempt from taking a final. This grade increment can be earned first semester or second semester or both semesters. The following requirements must be met in order to qualify for this extra credit:

First semester:

- Compete in at least five of the six Math League competitions
- Accumulate 18 points in the six competitions
- Participate in all practices and meetings
- Sign up and pay for the AMC test

Second semester:

- Compete in at least four of the five Math League competitions
- Accumulate 15 points in the five competitions
- Participate in all practices and meeting
- Take the AMC test

*A student will not receive more than one increment bump per course per semester. In other words, if you qualify for an increment bump in two ways, such as in math league and in perfect attendance, you would only get an increase of one increment.

Contact: Chuck Croatt. ccroatt@isd191.org

National Honor Society (NHS)

The National Honor Society is an organization for top-ranking juniors and seniors. BHS students are considered for entry into NHS if they have earned enough credits to be a junior or senior and have at least a 3.6 cumulative Grade Point Average (GPA) for those students who qualify for dual ranking. For those students who do not qualify for dual ranking, the minimum GPA is 3.8. Students who are eligible academically are contacted prior to the start of the fall semester. NHS membership is also based on character, leadership, and service. Students must complete and return an informational sheet demonstrating those qualities for review. The faculty council then determines membership. Once students are part of NHS, they must continue to meet the academic, leadership, character, and service standards. Students who take courses under the Pass/Fail option are not eligible for National Honor Society membership. Transfer students must meet all requirements and have attended BHS for at least one full semester to qualify for NHS.

Contacts: Kristina Aars (H)--- kaars@isd191.org

Jenn Graff (A)--- jgraff@isd191.org

Pep Band

The Pep Band is responsible for supplying music and generating enthusiasm at winter-season athletic events and school assemblies. Admission to scheduled events is free for members. The season begins in late November and runs through March. Members should expect to perform at no more than two events per week. Students in grades 9-12 currently enrolled in the District 191 Instrumental Music Program are eligible to participate. Eight band letter points are awarded for each season of participation.

Contact: Keith French. kfrench@isd191.org

Physics Club

This is an after-school activity for people interested in hands-on science and engineering. Learn about radioactivity, weather balloons, Rube Goldberg machines, magnets, electronics, and exotic materials such as liquid Nitrogen and superconductors. The Physics Club also participates in regional science activities and competitions.

Contact: Jon Huber. jahuber@isd191.org

GSA

GSA is the gay/straight alliance at BHS. GSA's mission is to create a safe and welcoming environment for all staff and students at BHS through education and raising awareness of LGBT issues (Lesbian, Gay, Bisexual, and Transgender) that affect students and their families. All students are welcome at GSA.

Contact: Allison Millea. amillea@isd191.org

Science Club

Science Club gives students an opportunity to hear scientific career speakers and scientific research presentations. Field trips and social events are also a part of club activities.

Contact: Mike Huemoeller. mhuemoeller@isd191.org

Science Fair

Students have opportunities to conduct independent research and compete at the Regional Science and Engineering Fair. Students may move on to the Minnesota Academy of Science State Fair and the International Science and Engineering Fair. Students may enter their projects in the prestigious Intel Science Talent Search. Research papers may also progress onto the Tri-State and National Junior Science and Humanities Symposium.

Contact: Mike Huemoeller. mhuemoeller@isd191.org

Science Quiz Bowl

Fee: \$45

Teams of five students comprise the Burnsville Science Quiz Bowl. Teams compete at Macalester College and may qualify to compete at the National Science Quiz Bowl. Students are selected on their ability to answer questions in the areas of chemistry, biology, physics, earth science, current events, and computer science.

Contact: Harrison Owings. howings@isd191.org

Student Council

The Student Council is the governing organization of the student body. Students interested in membership in the Student Council must complete an application each spring with the student council advisor. Selections are made by the senior council members and student council advisor each spring. All elected members from next school year's Student Council. Student Council is involved with organizing Homecoming, Relay for Life, leadership conferences, International Dance, Minneapolis Miracle project, Snow Week, and Prom. Numerous activities occur during the school year that require student action, participation, and/or representation.

Contact: Eric Reuss. eruess@isd191.org

Ronna Johnson rejohnson@isd191.org

Theatre Guild

Fee: Varies

This organization is open to all students at the high school level who have an interest in the entire theatrical experience from ushering to acting, designing to directing and lights to sound. Student managers are selected each year to oversee areas of production and performance. The guild is involved in musicals, full-length plays, one-act competitions, student-directed plays, Class Acts, and many other activities. Points are earned and applied toward lettering in drama. Each production has an activity fee associated with it. Musical, full-length plays, and SHOWcase are \$75 while competition one-act is \$55. There is no maximum fee associated with the Theatre Guild productions.

Productions for the ~~2023~~2024-25 school year will be:

- Fall musical (directed by ~~Erika Sasseville~~ Molly Holmes, Anne Bakken).....easasseville@isd191.org
- One-act competition (directed by Mark Hubbard).....mhubbard@isd191.org
- Winter play (directed by Erika Sasseville).....easasseville@isd191.org
- ~~Spring musical~~ (directed by Erika Sasseville)easasseville@isd191.org

Contact: Molly Holmes. mholmes@isd191.org

———— Erika Sasseville. easasseville@isd191.org

~~Writing Center~~

~~The Writing Center provides peer tutors who can help students with any writing assignments. Tutors can help with generating ideas, organizing layouts, finding and citing evidence, and using grammar correctly. The Writing Center meets in half-hour sessions before or after school.~~

Contact: Marie Hansen. mchansen@isd191.org

Yearbook

The student-based staff prepares the yearbook for publication each year by working during study hall, after school, and sometimes weekends and breaks. There are many opportunities available for dedicated students in areas such as art, photography, sports, copywriting, sales, and deeper involvement in student life.

Contact: ~~TBD~~Lori Maidment. _____

~~TBD~~maidment@isd191.org

Youth in Government

Fee—\$100

Minnesota YMCA Youth in Government is an experiential learning activity for students interested in public issues. This program gives students the opportunity to research, study and debate public issues. Participants will gain an understanding of the political system by taking part in model government experiences. No prior experience is necessary. There is a fee through the YMCA and ISD 191 Community Ed. for this activity.

Contact: ~~TBD~~ Brett Alt ~~TBD~~
balt@isd191.org

Youth Services

The Youth Services program provides students with the opportunity to improve our local, national, and global communities through service and volunteerism. Students can additionally take advantage of the multiple resources available through the Youth Services Office at Burnsville High School (E118).

*A Youth Service elective credit is also available.

A list of opportunities is posted at www.isd191.org/bhs/youthservice

Contact: Courtnee Floback-Jackson. cfloback@isd191.org

PLEASE NOTE: Fees have been applied to some activities and are subject to change based on ISD 191 School Board approval.

Enrichment Opportunities:

Student-Interest Clubs and Activities

At our schools, we want all students to feel connected to our school community and find ways to be involved. We provide co-curricular and extra-curricular activities in academics, arts and athletics, and we also allow the use of School District facilities and resources for student-interest clubs and activities which are not School District sponsored, pursuant to Policy 801 - Equal Access to School Facilities. These clubs and activities provide students with additional opportunities to extend their learning, develop and demonstrate leadership, impact their school and community, expand their social network, and grow to be supported cognitively, emotionally and socially. The District proposes using its high school guidelines in the middle school environment for student clubs and activities under Policy 801 – Equal Access to School Facilities.

The guidelines are as follows:

*A student-interest club or activity may have access to school facilities for meetings during non-instructional time, subject to available space and the availability of staff supervision.

*A student-interest club or activity must complete an application for use of school district facilities and comply with other requirements under the Equal Access to School Facilities Policy.

*The student-interest club or activity will be listed in the handbook and on the website as a student-initiated club, which is not sponsored by the School District.

Announcements and Postings:

*The student club will be allowed to announce their meeting dates, time and location using the student announcements, with prior approval of the school administration.

*The student clubs will be able to put a maximum of 10 posters/flyers no larger than 8 ½ X 14 in the hallways, foyers, and cafeteria areas of the school, with prior approval of the school principal. The School District will reserve the right to change the designated location for posters/flyers.

Current Student-Interest Clubs and Activities

• Asian Student Association

The Asian Student Association is a student-driven club that strives to promote cultural unity and creates a safe place for Asian-American students, as well as spreading unity among students of other cultures at Burnsville High School.

Contact: Landon Parkin. lparkin@isd191.org

• Black Student Union (BSU)

The Black Student Union is a student-driven club that strives to promote cultural unity and creates a safe place for African-American students, as well as spreading unity among students of other cultures at Burnsville High School.

Contact: ~~Tommie Gaston~~ TBD. tgaston@isd191.orgTBD

• Book Club

The BHS Book Club is a student-driven organization that discusses all types of literature. Students choose the books to read and meet 3-4 times during the school year to have a meaningful discussion about the book. Like all book clubs, there are usually refreshments and snacks.

Contact: Gloria Webber. gwebber@isd191.org

• Boxing Club

Come learn how to box! We meet on Tuesdays and Thursdays after school and learn boxing techniques, do conditioning, and have a lot of fun. We train at CMB Boxing Gym on Cliff Road and at BHS. Students can take the activity bus home. All-year activity. Informational meeting in September.

Contact: Emma Ganion eganion@isd191.org

• #BurnsvilleStrong

The purpose of the #BurnsvilleStrong organization is to unify, strengthen and inspire our community as well as others. The group works on planning retreats and other positive/inspirational initiatives for the student body and community as a whole.

Contact: Jen Waller. jwaller@isd191.org

Marie Hansen. mchansen@isd191.org

• Culinary Club

This is an activity for students that are interested in cooking and the culinary arts. The culinary club engages in activities exploring cooking, cultures around food, and the hospitality industry. Students may participate in industry visits, cooking competition, and networking activities.

Contact: Matt Deutsch. mdeutsch@isd191.org

• Dungeons and Dragons

All students are welcome to play Dungeons and Dragons with other BHS students after school on Thursdays in B240. Meets all year around.

Contact: Ryan Walker rwalker@isd191.org

• Environmental Club

The Environmental Club is involved in getting students more involved in and educated about environmental issues. This is a student-led activity so the issues acted upon and addressed are decided by the students.

Contact: Lori Douglas.ldouglas@isd191.org

• Fellowship of Christian Athletes and Friends (FCAF)

FCA and friends is a BHS Affinity group that encourages students in their Christian faith journey. The goal is to create a culture of community that builds our core values while pursuing a personal relationship with God. This student led group welcomes everyone to come every other Tuesday during the school day, rotating class hours. Girls meet for Devo's and Donuts every Wednesday at 7:00 am in A25. Boys meet for Breakfast and Devo's every Friday at 7:00 am in A25.

Contact: Sue Stachowski/~~Tommie Gaston~~.sstachowski@isd191.org

• ~~Film Club~~

~~The Film Club is a community of students who share a love for filmmaking. The group will make several short films over the year and we are looking for anyone interested in any aspect of filmmaking, from acting to writing to cinematography, you will find a spot on our crew.~~

~~Year-long club. Informational meeting in October.~~

~~Contact: Landen Parkinlparkin@isd191.org~~

* Futsal

This club meets throughout the year to play futsal in the auxiliary gym.

Contact: Bill Englehardt.wenglehardt@isd191.org

• Giving Garden Club

This club works in conjunction with 360 Communities. Students will work in the winter to develop garden plans and grow starter plants. In the growing season, members will plant and maintain a garden on the BHS campus, with all of the vegetables going to support the 360 Communities food shelf or the BHS cafeteria.

Contact: Matt Deutschmdeutsch@isd191.org

Lori Douglas.ldouglas@isd191.org

• HOSA - Future Health Professionals Club

This club is designed for students that are interested in learning about and participating in activities concerning the various health care professions.

Contact: ~~Anne Werner-Dempsey/~~awerner-dempsey@isd191.org

• Indigenous Student Council

Affinity club open to all eligible Indigenous Students, grades 7-12. The club strives to promote cultural unity and a safe place for Indigenous students.

Contact: Rebecca Mousseaurmousseau@isd191.org

• Job Shadowing Club

High school students often struggle with choosing a field to commit to as a lifelong career. This club will allow them to get an idea of how certain professions feel and operate at the local level.

Contact: Marcia Sexton.msexton@isd191.org

• Knitting Club

This club is a student-led activity that promotes knitting. The club meets weekly with students working individually on knitting projects. No previous knitting experience is necessary as others will help those students new to the art of knitting.

Contact: Kendra Vogt. kvogt@isd191.org
 Kim Harrod. kharrod@isd191.org

• Latinos Unidos - Latino Student Association

LSA students meet regularly to create community among our students. The group is divided into Latino and Latina student groups.

Contact: Andrea Bauer anbauer@isd191.org

• Link Crew

This is a peer mentoring club that is open to all students in 11th and 12th grade. The Link Crew organizes and facilitates much of the first day of school (9th-grade only day) as well as providing reach out, mentoring, and connecting with the incoming freshmen students at various times throughout the school year.

Contact: Kim Harrod. kharrod@isd191.org

• Muslim Student Association

This is a student organization devoted to strengthening the Muslim community through service and activism. The goal of this group is to educate both Muslims and people of other faiths about the religion of Islam and facilitate a better environment for students on campus.

Contact: ~~TBD~~ Morgan Elmi. melmi@isd191.org

• Philosophy Club

This group meets most weeks to tackle burning philosophical issues. All curious minds are welcome to join the discussions.

Contact: Bill Engelhardt wengelhardt@isd191.org

• Women in Engineering

This organization's purpose is to inform high school females about engineering opportunities and to spark an interest in female engineers.

Contact: Liz Davidson. edavidson@isd191.org

• Young Life

Young Life provides a fun and safe place for students to be together and talk about their lives and faith. Everyone is invited to Young Life.

Contact: Sue Stachowski/Kelsey Christensen. sstachowski@isd191.org

Affinity Groups

Definition of Affinity Space: an adult-supported, safe space around shared, lived experiences that empower voice and choice, counter to the previous practices formed and maintained by the dominant culture.

• Asian Student Association

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Contact: Landon Parkin. lparkin@isd191.org

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Contact: ~~Tommie Gaston~~TBD. ~~tgaston@isd191.org~~TBD

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Contact: Allison Millea. amillea@isd191.org

• Indigenous Student Council

Affinity club open to all eligible Indigenous Students, grades 7-12. The club strives to promote cultural unity and a safe place for Indigenous students.

Contact: ~~Rebecca Mousseau~~ ~~Madison McKinney~~.....
rmousseau@isd191.orgmmckinney@isd191.org

• Latinos Unidos - Latino Student Association

LSA students meet regularly to create community among our students. The group is divided into Latino and Latina student groups.

Contact: Andrea Baueranbauer@isd191.org

• Muslim Student Association

This is a student organization devoted to strengthening the Muslim community through service and activism. The goal of this group is to educate both Muslims and people of other faiths about the religion of Islam and facilitate a better environment for students on campus.

Contact: ~~TBD~~Morgan Elmi.~~.....~~melmie@isd91.org

Enrichment Opportunities:

Outside Clubs and Organizations that are partners with BHS

The following clubs and organizations are not sponsored by ISD 191 but have worked closely to form partnerships with the Burnsville High School Activities Department. A Burnsville High School varsity letter can be earned through some of these clubs and activities. Please see Mr. ~~Paek~~Kleiner, Athletic Director, or Mrs. Riggs, Athletic, and Activity Secretary, if interested in joining any of these clubs or organizations.

- Blackdog Swim Club
- Bowling Team
- Burnsville Athletic Club
- Burnsville Bruisers Rugby Team
- BV United Soccer Club
- Burnsville Hockey Club
- Burnsville Trapshooting Team
- Minnesota Valley Figure Skating Club
- Mountain Biking Club
- Sparks Wrestling Club
- Various gymnastics gyms throughout the district

Enrichment Opportunities: Athletics

Season	Boys	Fee	Girls	Fee
Fall	Cross Country Running (9th–12th)	\$175	Cross Country Running (9th–12th)	\$175
	Football (9th–12th)	\$215	Adapted Soccer (7th–12th)	\$175
	Adapted Soccer (7th–12th)	\$175	Soccer (9th– 12th)	\$205
	Soccer (9th–12th)	\$205	Swimming (7th–12th)	\$215
			Volleyball (9th–12th)	\$205
			Performance Dance (8th–12th)	\$175
			Cheerleaders (7th–12th)	\$140
			Tennis (9th–12th)	\$175
Winter	Basketball (9th–12th)	\$205	Basketball (9th–12th)	\$205
	Adapted Hockey (7th–12th)	\$175	Adapted Hockey (7th–12th)	\$175
	Hockey (9th–12th)	\$215	Hockey (7th–12th)	\$215
	Alpine Skiing (7th–12th)	\$0*	Alpine Skiing (7th–12th)	\$0*
	Nordic Skiing (7th–12th)	\$205	Nordic Skiing (7th–12th)	\$205
	Swimming (7th–12th)	\$215	Dance Team (7th–12th)	\$175
	Wrestling (9th–12th)	\$205	Olympic Weightlifting (7th–12th)	\$150
	Olympic Weightlifting (7th–12th)	\$150		
Spring	Baseball (9th–12th)	\$205	Softball (7th–12th)	\$205
	Golf (7th–12th)	\$0**	Golf (7th–12th)	\$0**
	Tennis (9th–12th)	\$175	Badminton (7th–12th)	\$150
	Track and Field (9th– 12th)	\$205	Track and Field (9th–12th)	\$205
	Adapted Softball (7th–12th)	\$175	Adapted Softball (9th–12th)	\$175
	Lacrosse (7th–12th)	\$215	Lacrosse (7th–12th)	\$215

***Alpine Ski does not have a participation fee, however, athletes will cover cost of hill passes for the season and all other expenses.**

****Golf does not have a participation fee, however, athletes will cover costs for greens fees and driving range and all other expenses.**

Athletics Contact Information

<u>SPORT</u>	<u>COACH NAME</u>	<u>PHONE COACH</u>	<u>E-MAIL</u>
Adapted Floor Hockey, CI	w/Lakeville & Farmington	952-707-3523	rejohnson@isd191.org
Adapted Floor Hockey, PI	w/Dakota United	952-707-3523	rejohnson@isd191.org
Adapted Soccer, CI	w/Lakeville & Farmington	952-707-3523	rejohnson@isd191.org
Adapted Soccer, PI	w/Dakota United	952-707-3523	rejohnson@isd191.org
Adapted Softball, CI	w/Lakeville & Farmington	952-707-3523	rejohnson@isd191.org
Adapted Softball, PI	w/Dakota United	952-707-3523	rejohnson@isd191.org
Alpine Skiing Boys & Girls	Tim Bocklund	952-303-3558	tbocklund@isd191.org
Badminton, Girls	Anthony Nguyen	952-666-0812	anguyen@isd191.org
Baseball	Justin Banitt	952-707-2151	jbanitt@isd191.org
Basketball, Boys	Erik Leafblad	952-707-2151	eleafblad@isd191.org
Basketball, Girls	David Shaw	952-707-2151	dshaw@isd191.org
Cheerleading (competitive)	Alison Morris	952-707-2151	aamorris@isd191.org
Cross Country Run, Boys	Jeff Webber	952-707-2911	jwebber@isd191.org

Cross Country Run, Girls	Charlie Burnham	952-707-2151	cburnham@isd191.org
Dance Team, Girls J/F	Megan Thomas	952-707-2151	mthomas@isd191.org
Dance Team, Girls H/P	Megan Thomas	952-707-2151	mthomas@isd191.org
Dance Team, Girls Fall	Jessi Mosley	952-707-2439	jemosley@isd191.org
Football	Vince Varpness	952-707-2124	vvarpness@isd191.org
Golf, Boys	Dan Hartman	952-707-2151	dhartman@isd191.org
Golf, Girls	Roger Oie	952-707-2151	roie@isd191.org
Hockey, Boys(Co-Op w/AV)	Chris Sikich-Tate Erickson	952-220-3460	952-431-8291
	chris.sikich@district196.org	tate.erickson@district196.org	
Hockey, Girls (Pending Co-op w/EV)	Dan Berthiaume		651-925-8743
	dberthiaume@isd191.org		
Lacrosse, Boys (Co-Op w/Kennedy)	Ben Kruger	952-681-5047	jranders@isd271.org
Lacrosse, Girls (Co-Op w/TBD)	TBD	TBD	TBD
Nordic Ski Racing, Boys	Gabbi Ayers	952-707-2151	gayers@isd191.org
Nordic Ski Racing, Girls	Gabbi Ayers	952-707-2151	gayers@isd191.org
Soccer, Boys	Brian Nacey	952-261-5927	bnacey@isd191.org
Soccer, Girls	Callie Athey	952-707-2151	cathey@isd191.org
Softball, Girls	Eric Reuss	952-707-2151	ereuss@isd191.org
Swimming & Diving, Boys	Ben Mauser	952-707-2151	bmauser@isd191.org
Swimming & Diving, Girls	Kim Harrod	952-707-2258	kharrod@isd191.org
Tennis, Boys	TBD	TBD	TBD
Tennis, Girls	Ryan Haddorff	952-707-2151	rhaddorff@isd191.org
Track & Field, Boys	Bounthavy Khamratthanome	952-707-2151	bkhamratthanome@isd191.org
Track & Field, Girls	Abigail Adkins	952-707-2151	aadkins@isd191.org
Volleyball, Boys	TBD	TBD	TBD
Volleyball, Girls	Josh Wastvedt	952-707-2151	jwastvedt@isd191.org
Olympic Weightlifting	Justin Lerfald	952-707-2151	jlerfald@isd191.org
Wrestling	Bill Soderholm	952-707-2686	bsoderholm@isd191.org

Student Co-Curricular Eligibility

Burnsville-Eagan-Savage School District 191 encourages students to participate in co-curricular activities because of the tremendous benefits. However, it is the philosophy of the district that student participation is a privilege rather than a right. Therefore, students who participate in athletics and activities must demonstrate high standards of behavior and academic achievement. The decisions students make, both in and outside of school, should reflect the ideals, beliefs, and standards of their organization, school, and community. The eligibility requirements apply when students are participating as members or in groups during practices, games, activities, competitions, on trips, and at any other time that the students are representing District 191 whether at school or outside of school. Students must follow eligibility rules as well as any guidelines established by the activity and athletic director and/or coaches in all cases. Failure to do so may result in the consequences described here.

ELIGIBILITY REQUIREMENTS

To participate in co-curricular programs, students must follow all policies of the district and their schools, rules of the Minnesota State High School League (MSHSL), and applicable law. In addition, the following specific requirements apply:

Academic Eligibility:

A 7-12 student-athlete or activity participant who receives mid-quarter or quarter grades of "F" in a class will be placed on academic probation. The student will remain on academic probation until the student attains a grade

of at least a D- in all classes. A student on academic probation may be ineligible to participate in competitions/performances, but may continue to participate in practices, scrimmages and team/club meetings.

In addition, to maintain academic eligibility a student must be making adequate progress toward graduation as defined by Burnsville-Eagan-Savage School District 191. A student is progressing adequately toward graduation if the student has accumulated the following credits prior to the beginning of the subsequent semester:

	<u>9th Grade</u>	<u>10th Grade</u>	<u>11th Grade</u>	<u>12th Grade</u>
Semester 1	Freshman Status	9 credits	19 credits	31 credits
Semester 2	4 credits	14 credits	25 credits	38 credits

School Attendance (Board Policy 503.II.D.1-6):

Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.
2. School-initiated absences will be accepted and participation permitted.
3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.
4. If a student is suspended from any class, he or she may not participate in any activity or program that day.
5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.
6. Absences of one-half day or more, **even if excused**, prohibits students from participating that day in a Minnesota State High School League (MSHSL) competition. Certain exceptions, as outlined by MSHSL policy, are allowed at the school's discretion.

Student Code of Responsibilities:

As a student participating in my school's interscholastic activities, I understand and accept the following responsibilities:

- I will respect the rights and beliefs of others and will treat others with courtesy and consideration.
- I will be fully responsible for my own actions and the consequences of my actions.
- I will respect the property of others.
- I will respect and obey the rules of my school and the laws of my community, state, and country.
- I will show respect to those who are responsible for enforcing the rules of my school and the laws of my community, state, and country.

Violation of the Student Code of Responsibilities may result in a period of ineligibility as determined by the Principal. Students who are suspended or proposed for expulsion or exclusion will be deemed to violate the Student Code of Responsibilities and a consequence may be imposed by the Principal for a period of ineligibility. Where the student conduct is not covered by the MSHSL rules but violates District 191 and/or Burnsville High School rules governing student conduct, the Principal may determine that the student is ineligible to participate in co-curricular activities for a reasonable period of time. If the student's conduct violates both MSHSL rules and District 191/Burnsville High School rules, the more severe penalty will be implemented.

Leadership Positions/Captains:

If a student serving as a captain of a team or leader of a co-curricular club/organization commits an MSHSL rule violation, the student forfeits his/her captaincy or leadership position for a period of one calendar year from

the violation. Upon a second MSHSL rule violation during a student's high school career, the student will lose the opportunity for captaincy/leadership of any team or club for the remainder of the student's high school career.

Accommodations:

Students with documented disabilities who require accommodations should discuss the need for reasonable accommodations with the coach or person in charge of the activity as soon as possible. A request for an accommodation will not be retroactive except in the most unusual circumstances.

Appeals Process:

When a student is declared ineligible, the parent(s) or guardian(s) will be notified by telephone and/or mail. The student and his/her parent(s) or guardian(s) may request a conference with the athletic/activities director. At that time the period of ineligibility will be stated and the appeal process will be reviewed. A written request to the building Principal must be made within five (5) school days of the notification of ineligibility. During the appeal process, the student is ineligible to compete in extra-curricular activities. The student may continue to practice with the team during the appeal process.

The Appeals Committee, comprised of two to three teachers and the building Principal or designee, will hear the appeal and make a decision on the case. A written decision will be given to the parent/guardian within 10 school days.

"There are so many opportunities at Burnsville High School. There's something for everyone. No matter what your interests are, you can find a team, activity or club to join."

-- Student

"Students extend their learning, and often apply what they've learned in the classroom, by participating in activities and/or athletics."

-- Advisor

"Activities and athletics round out and expand the high school experience for students. I highly recommend that every student get involved in at least one club, activity or team."

-- Coach

**Agenda IV.B.6.
August 8, 2024**

To: Board of Education
Dr. Theresa Battle, superintendent

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

Date: August 8, 2024

Re: Approve 2024-2025 Student Handbook

RECOMMENDATION: That the Board of Education approve the 2024-2025 Student Handbook. The student handbook is intended to provide guidance to students, families, and staff regarding procedures for conducting safe and effective school experiences for all. The handbook is intended to support existing policy and law.

Notes: This year the Handbook Review team opted to update the matrix, not necessarily in content (though a few minor adjustments were made) but mostly to appearance and design. You will note a separate attachment which reflects the new design along with an update to an alphabetical order. The changes to content from the original document can all be found in the redline draft. A few other details to highlight include:

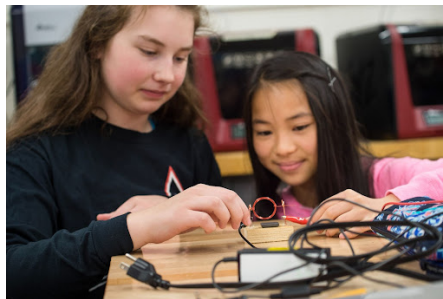
- A new welcome address from Dr. Battle
- An update to the District 191 Beliefs about Behavior in School and the PBIS section of the handbook and ensuring behavior processes are aligned to the most recent research based recommendations
- The addition of updates related to cell phone policy and procedures
- The addition of Policies 418: Drug-Free Workplace/Drug-Free School, 610: Field Trips, and 613: Graduation Requirements
- Adding Artificial Intelligence and Pesticide topics under General District Information
- Clarifying language and guidance around Remote Learning Days
- Updating the medications summary
- Alphabetizing the staff responses listed under each Intervention for Behavior Level



Student Handbook

20243-20254

Board approved: August ~~24, 2023~~2024



Burnsville-Eagan-Savage School District 191

Letter from the Superintendent

Dear Students,

Welcome to the 2023-2024 school year in Burnsville-Eagan-Savage School District 191!

I am so excited for this school year, as I hope you are, too. Starting my fifth year as the proud superintendent of District 191, I've seen our schools and our community grow so much together, and I look forward to seeing how we'll grow over the next nine months.

One of our core values in District 191 is "Caring Community." We actively encourage and embrace each member of One91, creating a sense of support that fosters each person's individual growth and pursuit of learning. As you get ready for and make your way through this next school year, I sincerely hope you feel that support from the teachers and staff in your schools, from your fellow students, and from our community as a whole.

And just as importantly, I hope you will find ways to contribute to the caring community that is One91. Whether it's through formal service learning projects or simply lending a helping hand to students in your class, you have the power to make this community a better place for everyone.

I'm always amazed at the capacity for compassion and partnership that I see from students young and old in District 191, and I have no doubt that will continue again this year.

Thank you for all you do and for being part of the One91 community. I wish you all the best this school year.

Sincerely,

Dr. Theresa Battle,
Superintendent

Welcome to the 2024-2025 school year in Burnsville-Eagan-Savage School District 191!

I am so excited for this school year, as I hope you are, too. This will be my sixth year as the proud superintendent of District 191. It's amazing to think of how much our community has grown and changed over those years, and also how much all of you have grown and changed, too!

That mutual growth reminds me that we are all connected with the people and community around us. It's the reason one of our core values in District 191 is "Inclusive Partnership." That means that we're at our best when everyone can and does contribute to the whole.

We offer the best learning opportunities when we partner with local businesses and organizations. We grow and learn the most when we open ourselves to the different ideas, talents and experiences of our neighbors. We make our best decisions when we hear the voices of our students, families and staff.

Our capacity for and commitment to working in partnership is truly special in District 191, and it makes me incredibly proud. The foundation to partnership is building positive relationships, and in this student handbook, you'll see expectations for how we work and interact with each other, as well as responses when we do not act in positive ways.

I encourage you to commit to establishing and building partnerships, too. Working with your classmates and teachers on projects, contributing your voice to student leadership, or maybe by creating a new club or group with your fellow students. You'll be amazed at what's possible when you work with others.



Thank you for all you do and for being part of the One91 community. I wish you all the best this school year.

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Sincerely,

Dr. Theresa Battle

Superintendent

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Important District Policies to Know

****Please note the handbook may reference policies that are under review****

This page includes summaries of several Burnsville-Eagan-Savage School District 191 policies regarding student behavior ~~and ensuring a which help ensure a~~ safe and positive learning environment at our schools. The complete text of these and other District 191 policies can be found online at www.isd191.org/policies or upon request from a school or district office. Questions regarding district policies or this handbook can be directed to the building principal, program director or superintendent's office at 952-707-2005.

POLICY 404: EMPLOYEE BACKGROUND CHECKS

District 191 places a high priority on ensuring a safe and healthy learning environment for students. As part of this, all applicants who have been offered employment with the district must complete a criminal background check before they start. This process meets legal requirements.

POLICY 413: HARASSMENT AND VIOLENCE

District 191 is committed to creating safe and supportive spaces where students can learn, and employees can work, without fear of harassment or violence on the basis of race, color, creed, religion, national origin, sex, gender identity, age, marital or familial status, status with regard to public assistance, sexual orientation or disability. Any harassing or violent behavior is strictly prohibited in District 191 schools and other buildings, on district property and during district events. We take all complaints of harassment or violence very seriously. We will investigate all complaints and take disciplinary action against any student, teacher, administrator or other school employee who violates this policy. Detailed information on this policy can be found on our district's website.

POLICY 418: DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances without a physician's prescription. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, or controlled substances in any school location. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

POLICY 419: TOBACCO- AND SMOKE-FREE ENVIRONMENT

As part of our work to keep a healthful learning environment for students and working environment for our employees, tobacco use of any kind, ~~including including~~ electronic cigarettes and tobacco-related devices ~~is are~~ prohibited in all of our schools. ~~This policy~~ applies to all students, teachers, administrators and other District 191 employees. An American Indian student or staff member may use tobacco, sage, sweetgrass and cedar to conduct individual or group smudging in a public school as determined by the building or site administrator.

POLICY 501: SCHOOL WEAPONS POLICY

No person is allowed to possess, use or distribute a weapon on school property, with specific exceptions. We will enforce this policy and discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

POLICY 502: SEARCH OF STUDENT LOCKERS, DESKS, PERSONAL POSSESSIONS AND STUDENT'S PERSON

School lockers are the property of the district and we maintain exclusive control of lockers provided for the convenience of students. ~~Because of~~ On account of this, we may inspect the interior of lockers for any reason at any time, without notice, without student consent, and without a search warrant. However, a student's personal possessions within a school locker or being carried by that student may be searched only when school employees have a reasonable suspicion that the search will reveal evidence of a violation of law or school rules.

POLICY 503: STUDENT ATTENDANCE

Regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for 117 important communications between teachers and students, and establishes regular habits of dependability important to the future of the student.

Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance. Requests for accommodations should be directed to the building principal.

POLICY 505: DISTRIBUTION OF NON-SCHOOL-SPONSORED MATERIALS ON SCHOOL PREMISES BY STUDENTS AND EMPLOYEES

District 191 is committed to protecting students' and employees' rights to free speech while also maintaining effective learning environments. To maintain this balance, we allow students and employees to distribute non-school-sponsored materials on school property as long as it is done at a reasonable time and place and in a reasonable manner. Complete guidelines are available in the online policy manual. If you are interested in distributing materials on school grounds, you must place a request with and get permission from your school principal or administrator.

POLICY 506: STUDENT DISCIPLINE

Students are expected to behave appropriately so that our schools are positive learning environments for all. Schools are expected to ~~attempt to implement~~ ~~non-exclusionary~~ discipline practices, whenever possible, in partnership with caregivers.

POLICY 514: BULLYING PROHIBITION POLICY

District 191 knows that a safe and civil learning environment is essential for all students to achieve to their highest capabilities. Therefore, bullying, whether by an individual or a group, is expressly prohibited in District 191 schools, on school property, at school events and activities, and on school transportation. Condoning or supporting another student's act of bullying is also prohibited. Although we cannot monitor all students' actions at all times, we will investigate and respond to any bullying behavior that negatively affects the school environment and educational rights of other students. ~~This~~ includes cyberbullying.

POLICY 520: STUDENT SURVEYS

Occasionally, we will use surveys to gather student opinions and information about students. These surveys ~~will be~~ are used to help the district better achieve its mission.

POLICY 522: TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

The school district prohibits sexual harassment that occurs within its education programs and activities. Unlawful sex discrimination towards a student report forms can be found in the online policy manual.

POLICY 526: HAZING PROHIBITION

Hazing activities of any type are prohibited at all times whether they happen on or off school property, during or after school hours. Hazing activities can mean doing something to a student or coercing a student to do something that could cause harm in order for that student join or be part of a group or organization. More details about what constitutes hazing can be found in the online policy manual.

POLICY 527: STUDENT USE AND PARKING OF MOTOR VEHICLES; PATROLS, INSPECTIONS, AND SEARCHES

Students are allowed the limited use and parking of motor vehicles in district locations in accordance with district policy. Students permitted to park at a district location do so as a privilege, not a right.

POLICY 529: STAFF NOTIFICATION OF VIOLENT BEHAVIOR BY STUDENTS

We are committed to maintaining safe learning and working environments for our students and staff. As part of this commitment, we provide classroom teachers and other school staff members notice about students' history of violent behavior. Before we do so, we will inform the student's parent or guardian.

POLICY 530: IMMUNIZATION REQUIREMENTS

IMMUNIZATION RECORDS

In order for students to enroll or remain enrolled in elementary or secondary schools, Minnesota state law requires documentation of required immunizations or written proof of exemption. Students will not be allowed to start school until this information or an appropriately signed legal exemption is provided to the district. A list of the required immunizations, the entire District 191

In order for students to enroll or remain enrolled in elementary or secondary schools, Minnesota state law requires documentation of required immunization or written proof of exemption. The district will partner with families to obtain documentation required by the Minnesota Department of Health. Students will not be allowed to start school until this information is obtained, or an appropriately signed legal exemption or a documented plan of action to obtain legal documentation is provided to the district. A list of the required immunizations, the entire District 191 immunization Policy 530, and immunization forms are available on the district website.

POLICY 531: THE PLEDGE OF ALLEGIANCE

Students in this school district shall recite the Pledge of Allegiance to the flag of the United States of American one or more times each week. The recitations shall be conducted by each individual classroom teacher or over a school intercom system by a person designated by the school principal or administrator. Anyone who does not wish to participate in reciting the Pledge of Allegiance for any personal reasons may elect not to do so. Students and school personnel must respect another person's right to make the choice to not recite the pledge.

POLICY 610: FIELD TRIPS

Students take both transported and walking field trips to broaden their educational experiences. An informational letter and permission form will be sent home and this must be completed and returned to the school before a student may go on a field trip. All field trips will be well planned and conducted in an orderly and safe manner and will be related directly to the educational objectives of the class or activity for which the trip is requested. Fees may not be assessed against students to defray direct costs of instruction trips planned through classroom and school day activities. Supplementary trips organized by student activities, clubs and other special interest groups may request financial contributions. Chaperones must undergo a background check to be eligible to serve as an adult chaperone on the field trip.

POLICY 613: GRADUATION REQUIREMENTS

The policy of the school district is that all students must demonstrate, as determined by the school district, their satisfactory completion of the credit requirements and their understanding of academic standards. Please refer to our district website for a comprehensive and detailed look at our district's graduation requirement at bhs.isd191.org/academics/graduation-requirements.

POLICY 634: ELECTRONIC TECHNOLOGIES ACCEPTABLE USE POLICY

We understand the importance of students being able to access resources on the internet, both for current educational work and to help ensure students have the skills they need for future study and work. We provide students access to our computer system, including the internet, expressly for educational purposes, including classroom activities, research and college/career readiness activities. Students are expected to use our system in a safe manner and for these appropriate purposes. If the system is used in an unacceptable manner, students may face consequences as outlined in this policy. The system is subject to periodic maintenance and possible unforeseen downtime.

POLICY 806: EMERGENCY OPERATIONS POLICY

Each district site has its own emergency operations plan. In the event of an emergency, relevant information of reunification instructions will be sent through the district messaging system and available on the ISD 191 website.

BLENDED LEARNING DAYS

Blended Learning can occur when students spend part of their time learning through digital delivery of instruction. This is different than our Virtual Academy online learning school. Blended Learning expectations and plans will be communicated from the site level before, during, and following the blended learning day.

ARTIFICIAL INTELLIGENCE (AI)

District 191 embraces AI technologies to enhance educational experiences and support diverse learning needs. AI tools may be incorporated into classes to assist in personalizing learning and offering various ways for students to express their knowledge and engagement. AI tools will be taught as part of curriculum so that students have the knowledge and skills to leverage AI.

Guidelines for AI Use:

1. Educational Enhancement: AI is used as a supplementary tool to augment the teaching provided by educators, assisting in tasks ranging from generating creative content to providing analytical insights. It is crucial to treat AI as an aid, not a replacement for traditional learning methods or teacher guidance.
2. Critical Engagement: Students are encouraged to critically engage with AI outputs, questioning and verifying the information generated. It is the student's responsibility to ensure the accuracy of their work, even when using AI-generated content.
3. Ethical Use and Integrity: All work submitted should clearly acknowledge the use of AI tools, specifying how and why AI was utilized. Transparency in the use of AI prevents academic dishonesty and fosters an environment of integrity and honesty.
4. Inclusivity and Accessibility: AI tools should be used in ways that are inclusive of all students, including those with disabilities and multilingual learners. Efforts will be made to ensure that AI resources are accessible to everyone and sensitive to diverse needs.
5. Data Privacy: In using AI technologies, the privacy and security of student data are paramount. Students and educators must adhere to district guidelines on data handling, ensuring that personal information is protected and AI interactions comply with our data security policies.

CELL PHONES

In response to recent state legislation, One91 is in the process of adopting formal policy around cell phone usage in schools. Site level administrative teams continue to have the authority to implement cell phone practices at the site level in alignment with existing discipline policies. Administrators will continue to partner with students, families, and staff to ensure effective implementation.

CHROMEBOOKS

All Chromebooks, other student devices, and issued accessories are the property of ISD191. Students will take care of the equipment, use the equipment in accordance with our Acceptable Use Policy, and return the equipment when requested or when the student leaves ISD191. More Information and the One91 Chromebook Loan Expectations can be found at www.isd191.org/chromebook.

~~More Information and the One91 Chromebook Loan Expectations can be found at www.isd191.org/chromebook.~~

COMPLAINTS

Students, caregivers, employees, or other persons may report concerns or complaints to the school district. Complaints may be either written or oral. People are encouraged, but not required, to file a written complaint at the site level where appropriate. The appropriate administrator will respond in writing to the complaining party.

Students, parents, and caregivers may file a complaint and seek corrective action when the requirements of the Pupil Fair Dismissal Act and local discipline policy are not being met. Please refer to Policy 506 for more information and to access the [discipline complaint form](#).

COVID-19

In consideration of the current COVID-19 pandemic, students should not attend school if they exhibit respiratory 'shortness-of-breath', a new onset of a 'cough' or difficulty breathing. Further, please have students consult with a medical provider before sending to school if the student experiences a cluster of two of the following symptoms: chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell, and gastrointestinal symptoms of diarrhea, vomiting, or nausea. 120

EMERGENCY DRILLS

Regular school safety drills will occur as aligned to state statute. ~~This includes evacuation, lockdown, and severe weather drills. The intent~~ This includes all of our standard response protocols outlined by the "I Love You Guys" Foundation. These protocols include: **HOLD, SECURE, LOCKDOWN, EVACUATE and SHELTER.** ~~The intent~~ is to practice and assess needs for improvement. District 191 does ~~not conduct active shooter drills with students~~ conduct "active shooter" simulations with students, however, we will conduct lockdown drills. After a lockdown drill, each classroom provides time for students and staff to talk about safety at the school. Families will be notified of these practice drills and should contact their student's school or program if they choose not to have their student participate.

FIELD TRIPS

Students take both transported and walking field trips to broaden their educational experiences. Parents are often asked to help with supervision. An informational letter and permission form will be sent home and this must be completed and returned to the school before a student may go on a field trip.

E-LEARNING DAYS

District 191 schools may implement up to five E-Learning Days in order to minimize potential disruptions to learning caused by snow or extreme cold weather. Under our current plan, the first cancellation due to weather during a school year will remain a traditional cancellation.

More information about our E-Learning plan will be available on our website at www.isd191.org/families/winter-weather.

FOOD POLICY

The State Department of Health requires that food served in schools be obtained from appropriate sources. Food prepared in a home will not be distributed in school. Families must adhere to the district's Wellness [Policy 533](#) and must also check with school staff before sending in treats for a party or other event.

HUMAN GROWTH AND DEVELOPMENT

Each school year, 4th, 5th and 6th grade students receive Human Growth and Development [lesson](#) classes. These [lessons](#) classes are designed to promote a healthy attitude toward maturing bodies and an awareness of the physical and emotional changes that occur during the adolescent years. The classes will also include the state-mandated Human Immunodeficiency Virus (HIV) education along with communicable disease education to 6th grade students. Dates for these classes are communicated through newsletters and websites and will include the opportunity to preview the topics and content. Parents or guardians must provide permission for their child to participate. Children not participating in this class will take part in other health content.

ILLNESS AND INJURY

In case of illness or significant injury at school, a parent or guardian will be notified by the Health Office staff. Transportation home and all medical care is the responsibility of the parent or guardian. If a parent or guardian cannot be reached, the emergency contact will be called. The person designated as an emergency contact must be able and willing to provide transportation and supervision for the student. It is important that the emergency contact information is current for all students. If [the](#) emergency contact cannot be reached, 911 will be called as necessary.

In most cases, children should remain at home for 24 hours after antibiotics have been started. Students should be fever free for 24 hours before returning to school. ~~Please see the district health services website for more information regarding "Is My Child Too Sick for School Today?" which will provide general guidelines regarding if your child should attend school when ill.~~ If a student becomes ill with a communicable disease, please notify the school.

IMMUNIZATION RECORDS

~~In order for students to enroll or remain enrolled in elementary or secondary schools, Minnesota state law requires documentation of required immunizations or written proof of exemption. Students will not be allowed to start school until this information or an appropriately signed legal exemption is provided to the district. A list of the required immunizations, the entire District 191~~

LATEX-SAFE SCHOOLS

To safeguard the health of students and staff who have latex allergies, all schools take steps to minimize exposure to natural rubber latex. No latex balloons are allowed. Students with latex allergies should notify the building nurse at their school so that accommodations can be made.

LOCKERS (SECONDARY SCHOOLS)

All lockers are school property and may be opened at any time by school officials. The school is not responsible for replacing lost or stolen student property. Replacement costs will be assessed for school property reported missing from a student's locker unless forced entry can be demonstrated. Lockers should always be locked properly and kept in good condition. Theft from lockers should be reported immediately to the police liaison officer or the main office. Students should not tell anyone their locker combination. If a locker is not operating properly, report it to the ~~attendance desk~~main office.

Students enrolled in physical education are assigned a locker. Students are encouraged to mark all of their personal clothing and equipment with appropriate identification. These lockers must be cleared of all clothing and equipment as directed by school staff at the end of scheduled terms. The school will not assume responsibility for the return or condition of student equipment or clothing left in lockers.

School administration may establish reasonable directives and guidelines which address specific needs of the school district, such as use of tape in lockers, standards of cleanliness and care, posting of images pin-ups and posters which may constitute sexual harassment, etc.

Students may also be assigned athletic lockers for use during a specific athletic season. On the date that equipment is due at season's end, all locks and belongings must be removed.

MEDICATIONS

~~If a student needs to take medicine at school, a parent must contact the school nurse. Teachers cannot be responsible for a child's medication. Rather, medications must be sent to the school nurse in the original prescription bottle or original packaging along with a note from the parent/guardian providing permission for the medication to be administered during the school day. All medications dispensed at school require a doctor's order. This includes over-the-counter medications. Please refer to the district website for the medication Policy 516. For more information, contact the school nurse. If a student requires medicine administered during school hours, either a scheduled medication or an over-the-counter medication, a doctor's note is required. Please contact your school's nurse if medication will be needed during the school day to obtain a form for your doctor to fill out. Medication is required to be in its original prescription bottle or packaging. Please refer to Policy 516 on our district website, or contact your school nurse, for more information on medication during the school day.~~

PERMITTED ACTIONS

As allowed by Minnesota state law (Statute §609.379), there are some rare instances when reasonable force may be used toward a student without the student's permission which are outlined under reasonable force in Policy 506 on our district website. This would only occur when the danger to the student or others is imminent. District 191 must report any reasonable force to the Minnesota Department of Education as a restrictive procedure.

PESTICIDES

The school district may plan to apply pesticide(s) on school property. To the extent the school district applies certain pesticides, the school district will provide a notice by September 15 as to the school district's plan to use these pesticides. A parent may request to be notified prior to the application of certain pesticides on days different from those specified in the notice. Additional information regarding what pesticides are used, an estimated schedule of pesticide applications (which will be available for review or copying at the school office), and the long-term health effects of the class of pesticide on children can be requested by contacting our Director of Operations, Properties and Transportation.

~~District 191 must report any reasonable force to the Minnesota Department of Education as a restrictive procedure.~~

RECESS AND OTHER BREAKS

District 191 encourages student access to regular physical, structured breaks. District 191 will not withhold recess in nearly all cases unless a student poses a significant threat of physical harm to others, a parent or caregivers has specifically consented to an alternative recess plan, or an Individualized Education Plan team has determined it is appropriate. In the case of a student being denied recess, 191 will make a reasonable attempt to notify parents within 24 hours.

REMOTE LEARNING DAYS

Remote Learning Days can occur when students spend part of their time learning off our campuses through digital delivery of instruction. Remote Learning Days are different from our Virtual Academy online learning school. The primary cause for a Remote Learning Day can vary. One reason is due to an unplanned (typically weather) event. The first weather event, resulting in an entire day of school being canceled, does not lead to a Remote Learning day, however, all subsequent days will be Remote Learning Days, per One91 policy. Remote Learning Days can also be planned out in advance for various reasons. This may just be a single school site or it may be all sites in the district. These are defined by policy as Blended Learning Days. Both causes for Remote Learning Days are supported by One91 policy and state statute. The district is expected to communicate, well in advance, for the planned Remote Learning Days and as soon as possible (at least 2 hours before the school day is supposed to start) for the unplanned Remote Learning Days.

REPORTING CHILD ABUSE/NEGLECT

District 191 will seek to protect children whose health and welfare may be jeopardized through physical abuse, neglect, truancy or sexual abuse. All district employees are required by state law to report suspected misconduct toward children and to maintain the confidentiality of such data. For more information, please see District Policy 414.

SCHOOL MEALS AND EDUCATIONAL BENEFITS

Starting September 5, 2023, eEvery K-12 student may receive one breakfast and one lunch each day at no cost during the school year.

District 191 asks all families to complete an online application called the “Alternate Application for Educational Benefits,” on an annual basis so they may receive discounted/waived fees (i.e. athletic fees, academic scholarships, reduced technology costs, etc.) and so the district can receive additional funding. District staff will continue to process the online applications and inform families of their eligibility. The form will be available on the Educational Benefits page at www.isd191.org/edbenefits.
www.isd191.org/families/application-for-educational-benefits.

SCREENING

Every school year, students participate in grade level vision screening. Students also receive hearing and/or vision screening upon request from their parents or guardians or if the teacher suspects that there may be a hearing or vision concern that is affecting the student’s ability to learn. Please visit the Health Services webpage on the district website for a list of the grade level screenings. *If you do not wish for your child to receive health screening, please inform your school health office.*

SECTION 504

Section 504, a provision of the Federal Rehabilitation Act, ensures access to a free and appropriate public education for individuals with a qualifying disability by prohibiting discrimination based on a disability. A student may qualify for a 504 plan if they have he or she has a mental or physical condition for which reasonable accommodations are necessary in order to make progress in school. Questions about Section 504 services may be directed to the building 504 contact or Individualized Student Services Department (952) 707-2082.

SPECIAL EDUCATION

Students with disabilities who have been evaluated and found to be eligible for special education receive specialized instruction and supports based on their identified needs. Licensed special education teachers provide services that are identified on a student's Individual Education Program (IEP) plan including, when necessary, services from speech, occupational and physical therapists, nurses, school psychologists, and school social workers. —Prior to a referral for a special education evaluation by a general education teacher at least two evidence-based interventions are implemented to see if the student makes academic and/or behavioral progress. If a parent/ guardian believes their child has a disability that is interfering with progress in the general education classroom, they may request a special education evaluation by contacting the building principal.

STUDENT DATA PRIVACY NOTIFICATION

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ISD191 uses a variety of digital tools to support student learning. Technology vendors and software ~~is-are~~ utilized to support work as we help all students develop the skills necessary to succeed in an ever-changing world.

We have an inventory of our curriculum, testing, and assessment tools posted on our website- ~~at~~ www.isd191.org and include an outline of the student data elements within each tool. This list is maintained and communicated annually to all families at the start of the school year. Individual teachers may also communicate additional digital tools that are used in their classroom.

STUDENT DATA PRIVACY POLICY

The District 191 Board of Education Policy 515 requires the district to comply with the Federal Family Rights and Privacy Act and the Minnesota Government Data Practices Act. Educational data directed as directory information is public data on individuals to the extent required under federal law. Directory information must be designated to the provisions of MN statutes 13.32, subdivision 5; and United States Code, title 20, 1232g.

In District 191, educational data are recorded on individual students in areas related to health, academic progress, attendance, testing and special education. Most information in education records is considered private and available only to the student, the student's parents/guardians if the student is not yet 18 years old, and to the school staff who need the data to provide services to the student, unless permission is granted by the student or parent/guardian.

However, according to state and federal guidelines, information that is considered to be directory information may be released to the public without permission of the student or parent/guardian. This includes:

- Student's name;
- Gender;
- Participation in officially recognized activities and sports;
- Weight and height of members of athletic teams;
- Degrees and awards received;
- Photographs for school-approved publications, newspapers and videotapes.

If a student or parent/guardian does not wish any or all of this information to be made public, ~~they he or she~~ can "opt out" by notifying ~~their his or her~~ school principal in writing.

If the decision is made to opt out, then the student will be excluded from all published information including:

- Honor rolls;
- Programs for concerts and theater performances;
- Athletic programs;
- Yearbooks;
- Press releases, etc.

~~District 191 Beliefs about Behavior in School~~

~~District 191 discipline policies and this student handbook are based on research regarding what is working well across the country. Our most important responsibility is to support the success of all our students while they are in school. We also want to prepare them for successful lives after graduation.~~

~~We must teach, grow and enhance our students' experiences in four main areas: academic achievement; connection to school and community; social-emotional learning, and college and career readiness.~~

~~With this in mind, we will:~~

- Have consistent school-wide expectations and make sure students and adults know them.
- Teach and encourage desired behaviors so students know what is expected of them.
- Focus on rewarding positive behavior rather than just punishing negative actions.
- Create expectations and rules that address the diverse cultural needs of our students and staff members.
- Promote equitable actions and always look for ways to be more responsive to the cultures of our students.
- Understand all viewpoints when responding.
- Build stronger relationships between students and their classmates, and between students and school staff members.
- Include students instead of excluding.
- Restore and repair relationships when needed.

Explanation of PBIS

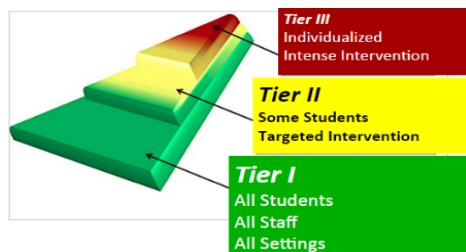
All District 191 schools use Positive Behavioral Interventions and Supports (PBIS) as a way to teach school-wide expectations and to let students know when they have met those expectations.

PBIS shows that:

- Students learn better when they are taught the school expectations and given the chance to practice them.
- Students are more likely to follow the school expectations when they are recognized for doing what they are supposed to be doing.
- Some students need extra support when it comes to behavior. PBIS has three steps to help support them.

Students who need additional support may benefit from:

- Additional lessons or instruction on the expected behavior, or skills that will help them meet the expected behavior (refocusing, self-control, self-advocacy, etc.).
- More opportunities to practice the behavior.
- Increased supervision by adults.
- Looking at what has worked for the student in the past, and doing it again.



District 191 Beliefs About Behavior In School

District 191 believes that **EACH** student should be **FUTURE** ready and **COMMUNITY** strong. Our four main areas of focus include academic achievement; connection to school and community; social-emotional learning, and college and career readiness.

In order to achieve these goals, each school will ensure the following:

- Consistent school-wide expectations are taught and recognized each day.
- Equitable and responsive actions are taken that recognize and support the diverse cultures and backgrounds of all students and staff.
- Strong relationships are built between students and their classmates as well as between students and staff members.
- Priority is given to including students rather than excluding them.
- Relationships will be restored and repaired whenever harm has occurred.

Explanation of PBIS

All District 191 schools use the Positive Behavioral Interventions and Supports (PBIS) system to assess, analyze, and support student behavioral needs.

Outcomes from a fully implemented PBIS school system include:

- Improved academic performance
- Reduced bullying behaviors
- Improved social-emotional competence
- Improved social and academic outcomes for students with disabilities
- Decreased rates of student-reported drug and alcohol abuse
- Reduced office discipline referrals, and exclusionary practices

Schools that implement PBIS have teaching and learning environments that:

- Are more engaging, responsive, preventative, and productive
- Address classroom management and discipline issues (e.g., attendance, antisocial behavior)
- Improve supports for students
- Most importantly, maximize academic engagement and achievement for all students

The following are components of the PBIS school system:

- A PBIS Leadership Team
- Data and Decision-Making System
- Bully Prevention System
- Family Engagement System
- Classroom Management System
- School-Wide Behavior Expectations System
- School-Wide System to Acknowledge Positive Behavior
- School-Wide System to Respond to Problem Behavior



Explanation of Roles

It is the responsibility of all stakeholders to promote a safe and inclusive learning environment.

All students:

shall be held individually responsible for their behavior and for knowing and following the Code of Student Conduct and related district policies.

Students should...

- Build and maintain positive, respectful relationships with school staff and caregivers and have. ~~Have~~ a go-to adult in the building.
- Observe and follow the routines and expectations taught by school staff and administrators.
- Understand the behavior expectations. ~~response matrix of expectations and display behaviors in accordance with its content.~~
- Accept redirection and have open communication with adults.
- Be responsible and accountable for individual academic and social success.
- Do the right thing, even when no one is looking.
- Adhere to all Board policies.

All parents and legal guardians:

shall be held responsible for the behavior of their children as determined by law and community practice. All parents and legal guardians are expected to cooperate with school authorities and to participate regarding the behavior of their children.

Parents and guardians should...

- Establish a positive relationship with someone at the school where communication can readily occur.
- Partner with the school in regard to rules and policies.
- Show and model respect for other students and families.
- Work with staff in a mutually respectful manner focusing on the success of your ~~their~~ student.
- Emphasize the importance of being prepared for school, both physically and emotionally. Teach and model skills for following routines and expectations in order to achieve academic and social success.
- Ask for help or information from the school when necessary.

All teachers:

shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall promote use of the Code of Student Conduct.

Teachers should...

- Develop a classroom community and learning environment that provides for academic and social success for ALL.
- Build and maintain positive, respectful relationships with all students and their families.
- Hold high expectations for behavior and academics for all students.
- Teach and model expectations in accordance with the school's Positive Behavioral Interventions and Supports (PBIS) matrix.
- Treat all students equitably. Seek to understand the context of situations and respond accordingly.
- Communicate and partner with caregiver(s) in a positive, consistent, proactive, and culturally respectful manner.
- Acknowledge, honor and respond to student ~~both positive and negative~~ behaviors.
- Maintain a positive attitude and professional learning environment for ALL.

Building principals:

are given the responsibility and authority to formulate building rules and regulations necessary to enforce this Handbook. The principal shall give direction and support to all school personnel performing their duties within the framework of this Handbook.

Building principals should...

- Create a warm, welcoming and positive learning environment for ALL.
- Hold high expectations for students and staff.
- Teach and model expectations in accordance with the school's PBIS matrix.
- Lead/support building development that improves classroom management skills of teachers and promotes a positive learning environment.
- Treat all students equitably. Seek to understand the context of situations and respond accordingly.
- Communicate regularly with caregiver(s) in a positive, consistent, proactive and culturally respectful manner.
- Acknowledge, honor and respond to schoolwide both positive and negative behaviors.

Other school district personnel:

shall be held responsible to work with building administration under the guidance of the superintendent to foster a positive and, safe environment.

Other school district personnel should...

- Contribute to a positive, safe, atmosphere that provides learning opportunities for ALL.
- Accept responsibilities as related to school behavior under the direction of the superintendent.
- Work to support building principals in setting and supporting the school Code of Conduct.
- Model and adhere to the school Code of Conduct and lead an equitable model of behavioral management which contributes to increased learning.
- Hold high expectations for all staff and students.

Superintendent:

shall be responsible for designing, enhancing, and overseeing all behavior policies and enforcement subject to School Board approval. The superintendent will give direction and support to building principals and other district personnel to perform their duties within the framework of this handbook.

The superintendent should...

- Ensure policy is aligned with best practices and the Strategic Roadmap as outlined by the Board of Education.
- Lead/support building principals and other district personnel to improve classroom management processes and promote a positive learning environment.
- Ensure building principals and other district personnel are seeking to treat all students equitably and design policy accordingly.
- Hold high expectations for all staff and students.

School Board:

is given the responsibility and authority to govern and oversee all policies relating to behavior management. The School Board will ensure behavior policy can allow for positive, safe, and productive learning environments in all district schools.

School Board members should...

- Approve all district policies related to behavior management systems.
- Seek to provide equitable outcomes for all students in the district.
- Support and provide guidance to the superintendent in designing policies related to behavior management systems.
- Support all personnel with implementing best practices.
- Hold high expectations for all students and staff.

Procedural Requirements

■ Application of the Code of Conduct

The disciplinary responses set forth in the District 191 Code of Conduct apply to students at all times while they are on District 191 property or while attending a District 191 event. District 191 property means any school or other facility, including grounds owned or operated by District 191, buses and other District 191 vehicles, bus stops, and the facility and grounds of any District 191 activity involving students. Student conduct occurring outside school hours and away from school property may be subject to disciplinary action if the administration believes reasonably that the conduct threatens the health or safety of students or staff in the school setting or if conduct causes or is reasonably expected to cause substantial disruption or material interference with school activities.

~~including grounds owned or operated by District 191, buses and other District 191 vehicles, bus stops, and the facility and grounds of any District 191 activity involving students. Student conduct occurring outside school hours and away from school property may be subject to disciplinary action if the administration believes reasonably that the conduct threatens the health or safety of students or staff in the school setting or if conduct causes or is reasonably expected to cause substantial disruption or material interference with school activities.~~

A student can never be punished physically.

■ Factors Impacting Discipline Decisions

District 191 staff shall make disciplinary decisions using clear, developmentally appropriate criteria, ensuring that consequences applied are proportional and consistent with:

1. The student's age;
2. Previous severe disciplinary infractions, including the nature of prior misconduct, the number of prior instances of misconduct and the progressive disciplinary measures implemented for such misconduct;
3. Cultural or linguistic factors that may provide context to understand student behavior;
4. Disabilities ~~surrounding the incident~~;
5. Other mitigating or aggravating circumstances ~~circumstances~~;

Factors and circumstances will be considered, at the district's discretion, on a case-by-case basis.

■ Disciplinary Responses

District 191 uses a continuum of instructional strategies and disciplinary responses to support student development and positive school environments.

~~strategies and disciplinary responses to support student development and positive school environments.~~

The pages that follow establish levels of responses to defined disciplinary infractions, as follows: ~~responses to defined disciplinary infractions, as follows:~~

- Disciplinary Action Items;
- Levels of Intervention for Behavior;
- Disciplinary Response Matrix;

■ Rights to Continued Access to Instruction

Absences from class due to disciplinary action are excused absences.

Each student suspended in excess of five **consecutive** days, or who has been expelled out of school and has not enrolled in another district, shall receive daily classwork and assignments from each teacher that shall be requested from teachers by administration or designee.

Disciplinary Action Items

Whenever possible, and aligned to Minnesota statute and Board policy, District 191 will implement **Non-exclusionary** discipline practices before any type of exclusion is considered. District 191 administration will partner with families to ensure documented, understood, and collaboratively implemented **Non-exclusionary** discipline practices are in place.

Attendance Contract	<u>Improving student attendance through a formal plan designed by school staff to offer positive behavioral interventions, strategies and supports.</u>
Behavioral Contract	Correcting inappropriate or disruptive student behavior through a formal plan designed by school staff to offer positive behavioral interventions, strategies, and supports.
Check-in with School Counselor/Resource Specialists	Prompting a student to have an informal check-in with a school counselor, resource teacher, school psychologist, school social worker or coach who has a relationship with the student.
Classroom-based Responses	Prompting a student to reflect on his/her behavior using classroom strategies such as time-out, teacher–student conference, reflection, redirection (e .g., role play), seat change, call home, loss of classroom privilege or apology letter, and re-teaching expectations.
Classroom Removal (limited to one class period)	Removing a student from the classroom setting in order to reintroduce the student in a successful way. This intervention shall not exceed one class period or otherwise determined by an administrator/designee.
Classroom Removal (more than one class period)	Removing a student from the classroom setting to work with assigned support staff in order to reintroduce the student in a successful way. This intervention shall not exceed three class periods or otherwise determined by an administrator/designee. In no case may a student be prohibited from attending a class or activity period of time exceeding five days under this response.
Community Service	Recommending student to participate in an activity that serves and benefits others in the school or broader community (e .g. working at a soup kitchen, cleaning up public spaces, or helping at a facility for the elderly).
Conflict Resolution	Using strategies to assist students in taking responsibility for resolving conflicts peacefully. Students, parents, guardians, teachers, school staff, and/or principals engage in activities that promote problem- solving skills and techniques, such as conflict and anger management, active listening, and effective communication.

Detention	Requiring a student to report to a designated classroom before school, during a free period, after school or on the weekend for a set period of time.
Dismissal	Denying of the current educational program to any pupil, including exclusion, expulsion, and suspension. It does not include removal from class.
Exclusion	Action taken by the School Board preventing enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the School Board.
Expulsion	School Board action prohibiting an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the School Board.
Loss of Privileges	Temporarily denying of a student privilege.
Mentoring Program	Pairing students with mentors (e.g. counselor, teacher, fellow student, or community member) who help with their personal, academic, and social development.
Parent Outreach	Informing parents/guardians of their children's behavior and seeking their assistance in correcting inappropriate or disruptive behavior.
Plan for Success/Contract	Developing an agreement between the student, school and family to create opportunities for change.
Referral to an Alternative Education Setting	Recommending a student to a building administrator(s) for placement in an alternative education school, alternative education program, or alternative education placement.
Referral to Community-based Organizations	In consultation with principal or designee, referring students for a variety of services, including after-school programming, individual or group counseling, leadership development, conflict resolution, tutoring, and/or truancy.
Removal from School	Removing a student from classes for more than one class period, but less than one day.
Restitution	A consequence that results in restoring and improving an environment, formally apologizing, or compensating for loss, damage, or injury; community services.
Restorative Practices	Proactively establishing and maintaining a positive school climate and establish a structured approach to teaching appropriate social skills. Employing interventions, responses, and practices designed to identify and address the harm caused by an incident, including harm to a victim, and developing a plan for the student who caused the harm to heal and correct the situation.

Suspension

Action taken by school administration, under rules promulgated by the School Board, prohibiting a pupil from attending school for a period of no more than ten school days. Suspension does not include dismissal from school for one school day or less, except as provided in federal law for a student with a disability. The school administration may not impose consecutive suspensions against the same pupil for the same course of conduct, or incident of misconduct, except where the pupil will create an immediate and substantial danger to self or to surrounding persons or property, or where the district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of 15 school days. In all cases of suspension, school administration must prepare and enforce an admission or readmission plan. The plan must include reasonable attempts to gain parent or caregiver involvement in the planning process.

Levels of Intervention for Behavior

LEVEL 1 – Teacher Initiated Response

An Office Discipline Referral would not be typically completed at this stage. These responses aim to change the conditions contributing to the negative impact of the learning environment-behavior and typically will be instituted in progressive levels of intervention, -a graduated fashion; however, a teacher may exercise discretion to tailor a response to a particular situation:

- Classroom based responses (verbal or correction, written reflection, reminder, redirection, break/processing, daily progress);
- Classroom detention (Additional dedicated skill building time);
- Collaboration with Community Based Organizations
- Collaboration with support staff (EA, Case Manager, School Counselor, Mentor, Coach, School Social Worker, etc.)
- Loss of privileges connected to the infraction
- Parent/Guardian outreach (contact caregiver via telephone, email, text)
- Reteach classroom expectations
- School-based conflict resolution Restorative practices;
- ~~Loss of privileges connected to the infraction;~~
- ~~Parent/Guardian outreach (contact caregiver via telephone, email, text);~~
- ~~Collaboration with support staff (EA, Case Manager, School Counselor, Mentor, Coach, Family Support Worker, etc.);~~
- ~~Collaboration with Community Based Organizations.~~

LEVEL 2 – Teacher Initiated Response with Office Support

Documentation would be created in this situation but would include ongoing Level 1 interventions. Partnership with teacher and administration. These responses are designed to teach behavior and reinforce appropriate behavior. Many of these responses engage the student's support system in order to alter conditions that contribute to the student's inappropriate or disruptive behavior. These responses aim to correct behavior:

- Call for an IEP meeting and/or request a Functional Behavioral Assessment/Behavioral Intervention Plan;¹
- Classroom based responses (verbal correction, written reflection, reminder, redirection, break/processing, daily progress);
- Collaboration with Community Based Organizations
- Detention (Additional dedicated skill building time)
- Home visits Plan for Success/Contract;
- Loss of privileges connected to the infraction
- Parent/Guardian conference
- Parent/Guardian outreach (contact caregiver via telephone, email, text);
- Plan for Success/Contract
- School-based ~~or outside facilitated~~ conflict resolution;
- ~~Detention (Additional dedicated skill building time);~~
- Temporary classroom removal;
- ~~Parent/Guardian conference;~~
- Home visits;
- ~~Informal and/or preventative s~~ School-based mentoring;

¹ These are steps that might be taken for a student who is already identified as eligible for special education and related services. Students not identified as special education students may be referred for evaluation based upon chronic behavior issues if the district knows or has reason to believe that the student has a disability.

- ~~Call for an IEP meeting and/or request a Functional Behavioral Assessment/Behavioral Intervention Plan;~~²
- Referral to mental/chemical/emotional services;
- ~~Loss of privileges connected to the infraction;~~
- ~~Collaboration with Community Based Organizations;~~
- Notification to extra-curricular supervisor;
- ~~School-based conflict resolution Restorative practices;~~
- Restitution;

LEVEL 3 – Support and Administrative Responses

An Office Discipline Referral would be completed and the administrator would coordinate interventions. These responses engage the student's support system to ensure successful learning and to alter conditions that contribute to the student's inappropriate or disruptive behavior. These responses are intended to intervene in an intense, collaborative, and significant way in order to alter the behavior without removing the student from school. These responses may include short-term removal of a student but should be inclusive and practical in nature in order to change the long-term outcomes:

- ~~Call for an IEP meeting and/or request a Functional Behavioral Assessment/Behavioral Intervention Plan;~~³
- Classroom based responses (~~verbal correction, written reflection, reminder, redirection, daily progress~~);
- ~~Classroom removal~~
- ~~Collaboration with Community Based Organizations~~
- ~~Detention (Additional dedicated skill building time)~~
- ~~Home visits~~
- ~~Informal and/or preventative school-based mentoring~~
- ~~In-school intervention~~
- ~~In-school suspension~~ Plan for Success;
- ~~Loss of privileges~~
- ~~Notification to extra-curricular supervisor~~
- ~~Parent/Guardian conference~~
- ~~Parent/Guardian outreach (contact caregiver via telephone, email, text)~~;
- ~~Plan for Success~~
- ~~Referral to mental/chemical/emotional services~~
- ~~Restitution~~
- School-based or outside facilitated conflict resolution;
- ~~Detention (Additional dedicated skill building time)~~;
- Temporary classroom removal;
- ~~Parent/Guardian conference~~;
- ~~Home visits~~;
- ~~Informal and/or preventative school-based mentoring~~;
- ~~Call for an IEP meeting and/or request a Functional Behavioral Assessment/Behavioral Intervention Plan;~~⁴
- Referral to mental/chemical/emotional services;
- ~~Loss of privileges~~;
- Notification to extra-curricular supervisor;
- ~~Restorative practices~~;

² *These are steps that might be taken for a student who is already identified as eligible for special education and related services. Students not identified as special education students may be referred for evaluation based upon chronic behavior issues if the district knows or has reason to believe that the student has a disability.*

²⁻³ *These are steps that might be taken for a student who is already identified as eligible for special education and related services. Students not identified as special education students may be referred for evaluation based upon chronic behavior issues if the district knows or has reason to believe that the student has a disability.*

²⁻³ *These are steps that might be taken for a student who is already identified as eligible for special education and related services. Students not identified as special education students may be referred for evaluation based upon chronic behavior issues if the district knows or has reason to believe that the student has a disability.*

- Restitution;
- Classroom removal;
- In-school suspension;
- In-school intervention;
- Collaboration with Community Based Organizations.

LEVEL 4 – Support, Administrative and Removal Responses

Immediate notification would be made to the office in this situation. Administration would be working collaboratively with each other to collect information and make a determination for placement. These responses address serious, safety-related instances. When necessary, due to the nature of the behavior or potential implications for future harm, a student may be removed from the school environment for a period of time.

- Classroom removal
 - Collaboration with Community Based Organizations
 - Formal mentoring program
 - In-school suspension Parent/Guardian and Student conference [with administrator(s)];
 - Involvement of School Resource Officer;
 - Loss of privileges/removal from extracurricular activities (referral to Athletic Director);
 - ~~Restitution;~~
 - Manifestation Determination⁵
 - Parent/Guardian and Student conference [with administrator(s)]
 - ~~Formal mentoring program;~~
 - ~~Classroom removal;~~
 - ~~In-school suspension;~~
 - ~~Suspension;~~
 - Recommendation for expulsion;
 - Referral to an alternative education setting;
 - Recommendation for expulsion;Restitution;
 - ~~Collaboration with Community Based Organizations .~~
 - School-based or outside facilitated conflict resolution
 - Suspension
-

Behavior Response Matrix

The following are examples of unacceptable behavior subject to disciplinary action by the school district. Although non-exclusionary discipline is preferred, the district, nonetheless, has the authority to bypass levels on a case-by-case basis when a student poses an ongoing threat to others. These examples are to clarify some behaviors but do not represent all behavior that may lead to disciplinary action. School Board Policy 506 gives the broad language regarding unacceptable behaviors and disciplinary action. Additional, related policies are referenced below, and in Policy 506. Please see page 11, "Factors Impacting Discipline Decisions," to help understand context around responses.

Behavior Level Responses

The lowest level should be considered first, followed by progressively more intensive consequences.

<u>Behavior Level</u>	<u>Staff Involvement</u>	<u>Support Responses</u>
<u>1</u>	<u>Classroom and support responses</u>	<u>Teacher coordinates intervention with no office discipline referral.</u>
<u>2</u>	<u>Classroom and support responses</u>	<u>Teacher coordinates intervention, partners with office, documentation is required.</u>
<u>3</u>	<u>Support, administrative responses</u>	<u>Teacher initiates intervention, office coordinates interventions, office discipline referral required.</u>
<u>4</u>	<u>Support, removal responses</u>	<u>Office coordinates intervention, may include removal, office discipline, referral required</u>

SEE NEW SEPARATE DOCUMENT FOR UPDATED MATRIX FORMAT BELOW AND REDLINED CONTENT CHANGES

Behavior	Lowest level should be considered first, followed by progressively more intensive consequences.			
	LEVEL 1 Classroom and Support Responses (teacher coordinates intervention, no office discipline referral)	LEVEL 2 Classroom and Support Responses (teacher coordinates intervention, partners with office, documentation required)	LEVEL 3 Support, Administrative Responses (teacher initiates intervention, office coordinates intervention, office discipline referral required)	LEVEL 4 Support, Removal Responses (office coordinates intervention, may include removal, office discipline referral required)
Academic Dishonesty/Forgery <i>Policy 506</i>	Plagiarizing (taking someone else’s work or ideas for students in grades 6-12), forgery (faking a signature; electronic or actual) of a teacher or parent/guardian) for the purposes of deceiving a staff member; or cheating.			
		Tampering with, or assisting another to tamper with student information or assessment systems.		

Lowest level should be considered first, followed by progressively more intensive consequences.				
Behavior	LEVEL 1 Classroom and Support Responses (teacher coordinates intervention, no office discipline referral)	LEVEL 2 Classroom and Support Responses (teacher coordinates intervention, partners with office, documentation required)	LEVEL 3 Support, Administrative Responses (teacher initiates intervention, office coordinates intervention, office discipline referral required)	LEVEL 4 Support, Removal Responses (office coordinates intervention, may include removal, office discipline referral required)
Alcohol <i>Policies 417, 418</i>			Any activity involving the consumption of any alcoholic beverage; Being under the influence of alcohol.	
			Using or possessing alcohol.	
				Distributing/selling alcohol.
Arson <i>Policy 506</i>	Setting or attempting to set a fire or helping others to set a fire.			
Assault <i>Policies 413, 506</i>		Engaging in a physical behavior that intentionally causes physical harm.		

Lowest level should be considered first, followed by progressively more intensive consequences.				
Behavior	LEVEL 1 Classroom and Support Responses (teacher coordinates intervention, no office discipline referral)	LEVEL 2 Classroom and Support Responses (teacher coordinates intervention, partners with office, documentation required)	LEVEL 3 Support, Administrative Responses (teacher initiates intervention, office coordinates intervention, office discipline referral required)	LEVEL 4 Support, Removal Responses (office coordinates intervention, may include removal, office discipline referral required)
Bullying <i>Policy 514</i>		Inappropriately targeting another student over a pattern of events where a perceived imbalance of power exists.		

Lowest level should be considered first, followed by progressively more intensive consequences.				
Behavior	LEVEL 1 Classroom and Support Responses (teacher coordinates intervention, no office discipline referral)	LEVEL 2 Classroom and Support Responses (teacher coordinates intervention, partners with office, documentation required)	LEVEL 3 Support, Administrative Responses (teacher initiates intervention, office coordinates intervention, office discipline referral required)	LEVEL 4 Support, Removal Responses (office coordinates intervention, may include removal, office discipline referral required)
Cyberbullying <i>Policy 514</i>		Using electronic communication (social media, emails, etc) to inappropriately target another student over a pattern of events where a perceived imbalance of power exists.		
Computer-Related Offense	<p>Inappropriate use of school provided electronic device or school owned or managed software, hardware, or network</p> <p>Tampering with, or assisting another to tamper with student information or assessment systems</p> <p>Filming, recording or distributing in any manner the conduct or activities of other students or staff on district property without permission. In addition, any distribution, transmission, sharing or broadcasting of such activities/conduct on social media or elsewhere is prohibited. This prohibition does not apply to public.</p>			
Bus Misconduct <i>Policies 506, 709</i>	Breaking any bus and/or school rules while waiting for, riding, and leaving the bus. In addition to possible loss of transportation (privilege), misbehavior on district buses will be addressed in accordance with the consequences outlined for the specific behaviors.			
Vandalism/ Destruction of Property <i>Policy 506</i>	Causing accidental damage of property.			
		Causing intentional damage to property.		

Lowest level should be considered first, followed by progressively more intensive consequences.

Behavior	LEVEL 1 Classroom and Support Responses (teacher coordinates intervention, no office discipline referral)	LEVEL 2 Classroom and Support Responses (teacher coordinates intervention, partners with office, documentation required)	LEVEL 3 Support, Administrative Responses (teacher initiates intervention, office coordinates intervention, office discipline referral required)	LEVEL 4 Support, Removal Responses (office coordinates intervention, may include removal, office discipline referral required)
Disorderly	Pushing, shoving, horseplay, body checking, necking, etc. but without severe or intentional physical harm.			
Disruption <i>Policy 506</i>	Engaging in minor behavior that distracts from the learning environment.			
		Persistent or continual interference with the educational setting interference with the physical educational setting that creates physical disorder		
Dress Code <i>Policies 504, 506</i>	Displaying dress or personal grooming that presents a danger to student’s health or safety, provides inadequate coverage or is suggestive, causes an interference with work, or creates classroom or school distraction is not allowed during school or at school-sponsored events. Such attire includes, but is not limited to, chains, clothing with drugs, weapons and/or alcohol, sexually explicit or suggestive messages, or representations that are inappropriate or demeaning to any groups, or that shows gang affiliation.			
Driving <i>Policy 506</i>	Carelessly or recklessly operating a vehicle; operating any motorized or non-motorized vehicle on school locations in such a manner as to endanger people or property is prohibited.			

Lowest level should be considered first, followed by progressively more intensive consequences.

Behavior	LEVEL 1 Classroom and Support Responses (teacher coordinates intervention, no office discipline referral)	LEVEL 2 Classroom and Support Responses (teacher coordinates intervention, partners with office, documentation required)	LEVEL 3 Support, Administrative Responses (teacher initiates intervention, office coordinates intervention, office discipline referral required)	LEVEL 4 Support, Removal Responses (office coordinates intervention, may include removal, office discipline referral required)
Bomb <i>Policies 501, 506</i>	Possessing an incendiary or explosive device, material, or any combination of combustible or explosive substance, other than a firearm, that can cause harm to people or property (e.g., firecrackers, smoke bombs, flares; but NOT "snap pops," which should be treated as a disruption).			Detonating or possessing and/or threatening to detonate an incendiary device or material, as described above.
Bomb Threat <i>Policies 506</i>	Verbal or written threat in any medium of possessing an incendiary or explosive device, material, or any combination of combustible or explosive substance, other than a firearm, that can cause harm to people or property (e.g. firecrackers, smoke bombs, flares, but NOT "snap pops)			
Fighting <i>Policies 501, 506</i>	Two or more people engaged in intentional bodily harm toward each other			
Harassment <i>Policies 413, 506</i>	<p>Nonsexual: Engaging in intentional negative actions on the part of one or more students that cause discomfort with identity issues in regard to race, color, national origin, gender and gender identity, disability, sexual orientation, religion or other characteristics that interfere with a student’s ability to participate in or benefit from the school’s educational programs</p> <p>Sexual; Unwelcome sexual advances, requests for sexual favors; and/or other inappropriate verbal, written or physical conduct of a sexual nature directed toward others</p> <p>(Consideration would need to be particularly given to the age, grade, developmental level, prior offenses, intentionality and circumstances in determining an appropriate course of action and responses.)</p>			

Lowest level should be considered first, followed by progressively more intensive consequences.

Behavior	LEVEL 1 Classroom and Support Responses (teacher coordinates intervention, no office discipline referral)	LEVEL 2 Classroom and Support Responses (teacher coordinates intervention, partners with office, documentation required)	LEVEL 3 Support, Administrative Responses (teacher initiates intervention, office coordinates intervention, office discipline referral required)	LEVEL 4 Support, Removal Responses (office coordinates intervention, may include removal, office discipline referral required)
Hazing <i>Policy 526</i>		Committing an act against another student, or coercing a student into committing an act, that creates a substantial risk of harm to a person in order for the student to be initiated into or affiliated with a student organization.		
Insubordination <i>Policy 506</i>	Repeatedly or persistently defying or refusing to follow the directors of teachers, staff or administrators. Behavior of individual student has to differ significantly from their peer group.			
Illegal Drugs Controlled Substances (Prescription) <i>Policies 417, 418</i>		Unauthorized use of, possession of, or being under the influence of a controlled substance or look-alike substance not prescribed by a physician.		
		Using, possessing (including paraphernalia) or being under the influence of illegal drugs.		
		Distributing or selling non-illegal drugs or look-alike substances.		
		Any activity involving the consumption of any drug, illegal substance that subjects the student to a risk of harm.		

Lowest level should be considered first, followed by progressively more intensive consequences.

Behavior	LEVEL 1 Classroom and Support Responses (teacher coordinates intervention, no office discipline referral)	LEVEL 2 Classroom and Support Responses (teacher coordinates intervention, partners with office, documentation required)	LEVEL 3 Support, Administrative Responses (teacher initiates intervention, office coordinates intervention, office discipline referral required)	LEVEL 4 Support, Removal Responses (office coordinates intervention, may include removal, office discipline referral required)
Over the Counter Medications		Unauthorized use of, possession of, or being under the influence of a controlled substance or look-alike substance not prescribed by a physician		
Weapons <i>Policy 501</i>		Possessing, using, or threatening to use a non-firearm gun. Possessing a fire-arm		
		Possessing ammunition, a knife or other implement that could cause serious bodily harm, without intent to use as a weapon.		
		Possessing a knife or anything that could cause serious bodily harm with intent to use as a weapon.		
		Using or threatening to use, a knife or other implement as a weapon with intent to cause serious bodily harm.		
		Distributing or selling weapons.		
Robbery (using force)		Taking or attempting to take anything of value that is owned by another person or organization under confrontational circumstances by force or threat of force and/or by putting the victim in fear		

Lowest level should be considered first, followed by progressively more intensive consequences.

Behavior	LEVEL 1 Classroom and Support Responses (teacher coordinates intervention, no office discipline referral)	LEVEL 2 Classroom and Support Responses (teacher coordinates intervention, partners with office, documentation required)	LEVEL 3 Support, Administrative Responses (teacher initiates intervention, office coordinates intervention, office discipline referral required)	LEVEL 4 Support, Removal Responses (office coordinates intervention, may include removal, office discipline referral required)
Tardiness <i>Policies 503, 506</i>	Arriving late to the assigned school locations (class).			
	Persistently (more than three times) arriving late to class or school without an excuse.			
Terroristic Threats				A threat of violence with the intent to terrorize; Whoever threatens, directly or indirectly, to commit any crime of violence with purpose to terrorize another or to cause evacuation of a building, place of assembly, vehicle or facility of public transportation or otherwise to cause serious public inconvenience, or in a reckless disregard of the risk of causing such terror or inconvenience (MN Statute Sec. 609.713)
Theft <i>Policy 506</i>	Taking or obtaining property of another without permission and/or knowledge of the owner.			
		Persistently or habitually taking or obtaining property of another without permission and/or knowledge of the owner.		
		Taking or obtaining property of another without permission and/or knowledge of the owner, where the theft is over \$200 or defined as burglary by law enforcement		

Lowest level should be considered first, followed by progressively more intensive consequences.

Behavior	LEVEL 1 Classroom and Support Responses (teacher coordinates intervention, no office discipline referral)	LEVEL 2 Classroom and Support Responses (teacher coordinates intervention, partners with office, documentation required)	LEVEL 3 Support, Administrative Responses (teacher initiates intervention, office coordinates intervention, office discipline referral required)	LEVEL 4 Support, Removal Responses (office coordinates intervention, may include removal, office discipline referral required)
Tobacco <i>Policies 419, 506</i>				Any activity involving the consumption of tobacco products
Threat/Intimidation				Engaging in verbal behavior or posturing that involves an expressed or implied threat to interfere with an individual's personal safety, academic efforts, employment or participating in school sponsored activities which would cause a reasonable person to have a reasonable apprehension that such harm. Possessing, using or threatening to use a look alike or facsimile (e.g. water gun) weapon that is not dangerous
Truancy <i>Policies 503, 506</i>	Being willfully absent from class without lawful excuse for one or more class periods on seven different school days.			
Verbal Abuse <i>Policy 506</i>	Use of profane or obscene language towards a particular person			

For information about this handbook, contact District 191
at (952) 707-2000 or info@isd191.org.



Future Ready. Community Strong.

Burnsville-Eagan-Savage School District 191
200 W. Burnsville Pkwy.
Burnsville, MN 55337
www.isd191.org

Behavior Levels	1	2	3	4
Level 1 – Classroom and Support Responses (teacher coordinate intervention, no office discipline referral)				
Level 2 – Classroom and Support Responses (teacher coordinates intervention, partners with office, documentation required)				
Level 3 – Support, Administrative Responses (teacher initiates intervention, office coordinates intervention, office discipline referral required)				
Level 4 – Support, Removal Responses (office coordinates intervention, may include removal, office discipline referral required)				
Academic Dishonesty/Forgery - Policy 506				
Plagiarizing (taking someone else’s work or ideas for students in grades 6-12), forgery (faking a signature; electronic or actual) of a teacher or parent/guardian) for the purposes of deceiving a staff member; or cheating.	x	x	x	x
Tampering with, or assisting another to tamper with student information or assessment systems.		x	x	x
Alcohol - Policies 417, 418				
Any activity involving the consumption of any alcoholic beverage; Being under the influence of alcohol.			x	x
Using or possessing alcohol.			x	x
Distributing/selling alcohol.				x
Arson – Policy 506				
Setting or attempting to set a fire or helping others to set a fire.	*	*	x	x
Assault - Policies 413, 506				
Engaging in a physical behavior that intentionally causes physical harm.		x	x	x
Bomb – Policies 501, 506				
Possessing an incendiary or explosive device, material, or any combination of combustible or explosive substance, other than a firearm, that can cause harm to people or property (e.g., firecrackers, smoke bombs, flares; but NOT "snap pops," which should be treated as a disruption).	*	*	x	x
Detonating or possessing and/or threatening to detonate an incendiary device or material, as described above.				x
Bomb Threat – Policy 506				
Verbal or written threat in any medium of possessing an incendiary or explosive device, material, or any combination of combustible or explosive substance, other than a firearm, that can cause harm to people or property (e.g. firecrackers, smoke bombs, flares, but NOT “snap pops”).	*	x	x	x
Bullying - Policy 514				
Inappropriately targeting another student over a pattern of events where a perceived imbalance of power exists.		x	x	x
Bus Misconduct – Policies 506, 709				
Breaking any bus and/or school rules while waiting for, riding, and leaving the bus. In addition to possible loss of transportation (privilege), misbehavior on district buses will be addressed in accordance with the consequences outlined for the specific behaviors.	x	x	x	x
Computer-Related Offense				
Inappropriate use of school provided electronic device or school owned or managed software, hardware or network.	x	x	x	x

Tampering with, or assisting another to tamper with student information or assessment systems	X	X	X	X
Filming, recording or distributing in any manner the conduct or activities of other students or staff on district property without permission. In addition, any distribution, transmission, sharing or broadcasting of such activities/conduct on social media or elsewhere is prohibited. This prohibition does not apply to public.	X	X	X	X
Cyberbullying – Policy 514				
Using electronic communication (social media, emails, etc) to inappropriately target another student over a pattern of events where a perceived imbalance of power exists.		X	X	X
Disorderly Physical Contact				
Pushing, shoving, horseplay, body checking, necking, etc. but without severe or intentional physical harm. <u>Intentional or unintentional physical contact between a student and another individual(s) that is not age appropriate and may or may not involve harm (for example, non-age appropriate pushing/shoving, hitting, knocking other individuals over, play fighting). This is distinct from actual fighting.</u>	X	X	X	X
Disruption – Policy 506				
Engaging in minor behavior that distracts from the learning environment.	X	X		
Persistent or continual interference with the educational setting that creates physical disorder.	X	X	X	X
Dress Code – Policies 504, 506				
Displaying dress or personal grooming that presents a danger to student’s health or safety, provides inadequate coverage or is suggestive, causes an interference with work, or creates classroom or school distraction is not allowed during school or at school-sponsored events. Such attire includes, but is not limited to, chains, clothing with drugs, weapons and/or alcohol, sexually explicit or suggestive messages, or representations that are inappropriate or demeaning to any groups, or that shows gang affiliation.	X	X	X	
Driving – Policy 506				
Carelessly or recklessly operating a vehicle; operating any motorized or non-motorized vehicle on school locations in such a manner as to endanger people or property is prohibited.		X	X	X
Fighting – Policies 501, 506				
Two or more people engaged in intentional bodily harm toward each other.		X	X	X
Harassment – Policies 413, 506				
Consideration would need to be particularly given to the age, grade, developmental level, prior offenses, intentionality and circumstances in determining an appropriate course of action and responses.				
Nonsexual: Engaging in intentional negative actions on the part of one or more students that cause discomfort with identity issues in regard to race, color, national origin, gender and gender identity, disability, sexual orientation, religion, <u>creed, sex, age, marital status, familial status, status with regard to public assistance</u> , or other characteristics that interfere with a student’s ability to participate in or benefit from the school’s educational programs		X	X	X

Sexual; Unwelcome sexual advances, requests for sexual favors; and/or other inappropriate verbal, written or physical conduct of a sexual nature directed toward others		X	X	X
Hazing – Policy 526				
Committing an act against another student, or coercing a student into committing an act, that creates a substantial risk of harm to a person in order for the student to be initiated into or affiliated with a student organization.		X	X	X
Illegal Drugs/Controlled Substances (Prescription) – Polices 417, 418				
Unauthorized use of, possession of, or being under the influence of a controlled substance or look-alike substance not prescribed by a physician, <u>including marijuana and cannabis products.</u>		X	X	X
Using, possessing (including paraphernalia) or being under the influence of illegal drugs.			X	X
Distributing or selling non-illegal drugs or look-alike substances <u>including medical marijuana or medical cannabis.</u>			X	X
Any activity involving the consumption of any drug, illegal substance that subjects the student to a risk of harm.				X
Insubordination – Policy 506				
Repeatedly or persistently defying or refusing to follow the <u>directives</u> of teachers, staff or administrators. Behavior of individual student has to differ significantly from their peer group.	X	X	X	
Over the Counter Medications				
Unauthorized use of, possession of, or being under the influence of a controlled substance or look-alike substance not prescribed by a physician.		X	X	X
Robbery (using force)				
Taking or attempting to take anything of value that is owned by another person or organization under confrontational circumstances by force or threat of force and/or by putting the victim in fear		X	X	X
Tardiness – Policies 503, 506				
Arriving late to the assigned school locations (class).	X			
Persistently (more than three times) arriving late to class or school without an excuse.	X	X		
Terroristic Threats				
A threat of violence with the intent to terrorize; Whoever threatens, directly or indirectly, to commit any crime of violence with purpose to terrorize another or to cause evacuation of a building, place of assembly, vehicle or facility of public transportation or otherwise to cause serious public inconvenience, or in a reckless disregard of the risk of causing such terror or inconvenience (MN Statute Sec. 609.713				X
Theft – Policy 506				
Taking or obtaining property of another without permission and/or knowledge of the owner.	X	X	X	
Persistently or habitually taking or obtaining property of another without permission and/or knowledge of the owner.		X	X	X
Taking or obtaining property of another without permission and/or knowledge of the owner, where the theft is over \$200 or defined as burglary by law enforcement		X	X	X

Tobacco—Policies 419, 506				
Any activity involving the consumption of tobacco products.			X	X
Threat/Intimidation – Policy 506				
Engaging in verbal <u>or written</u> behavior or posturing that involves an expressed or implied threat to interfere with an individual's personal safety, academic efforts, employment or participating in school sponsored activities which would cause a reasonable person to have a reasonable apprehension that such harm.			X	X
Possessing, using or threatening to use a look alike or facsimile (e.g. water gun) weapon that is not dangerous.			X	X
Truancy – Policy 503, 506				
Being willfully absent from class without lawful excuse for one or more class periods on seven different school days.	X	X	X	
Vandalism/Destruction of Property – Policy 506				
Causing accidental damage of property.	X			
Causing intentional damage to property.		X	X	X
Verbal Abuse – Policy 506				
Use of profane or obscene language towards a particular person.	X	X	X	X
Weapons – Policy 501				
Possessing, using, or threatening to use a non-firearm gun.			X	X
Possessing a fire-arm.			X	X
Possessing ammunition, a knife or other implement that could cause serious bodily harm, without intent to use as a weapon.			X	X
Possessing a knife or anything that could cause serious bodily harm with intent to use as a weapon.				X
Using or threatening to use, a knife or other implement as a weapon with intent to cause serious bodily harm.				X
Distributing or selling weapons.		X	X	X



**Agenda IV.B.7.
August 8, 2024**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Dr. Chris Bellmont, assistant superintendent

Date: August 8, 2024

Re: Approve New Version of the 2024-2025 Calendar Aligned to Policy 602

RECOMMENDATION: That the Board of Education approve the proposed revised 2024-2025 school calendar. This revised calendar complies with Policy 602 and Read Act Requirements.

Notes:

To comply with Policy 602 we are presenting a revised 2024-2025 calendar. The change will reflect the following:

- Making March 28th and May 2nd each a 2.5 hour in person and early release day. This will provide our teachers 4 of the 9.5 hours of PD time needed.

Burnsville-Eagan-Savage School District 191
2024-2025 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
		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		

November 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

December 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				

January 2025						
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	

February 2025						
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	

March 2025						
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					

April 2025						
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			

May 2025						
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

June 2025						
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					

AUGUST

- 20-22 New Teacher Workshop (No Students)
- 26-29 Professional Day (No Students)

SEPTEMBER

- 2 Labor Day (No Staff/No Students)
- 3 First Day of School grades 2-12
- 5 First Day of School grades K&1

OCTOBER

- 14-16 Parent-Teacher Conferences & Teacher Prep (No Students)
- 17-18 Minnesota Educator Academy (No Staff/No Students)

NOVEMBER

- 5 Planned Remote Learning Day
- 11 Professional Day (No Students)
- 28-29 Fall Break (No Staff/No Students)

DECEMBER

- 23-31 Winter Break (No Staff/No Students)

JANUARY

- 1 Winter Break (No Staff/No Students)
- 16 Last Day of 1st Semester
- 17 Professional Day (No Students)
- 20 MLK, Jr. Day (No Staff/No Students)

FEBRUARY

- 17 Professional Day (No Students)

MARCH

- 5-7 Parent-Teacher Conferences & Teacher Prep (No Students)
- 28 Early Release Day (2.5 hrs at the end of the day)
- 31 Spring Break (No Staff/No Students)

APRIL

- 1-4 Spring Break (No Staff/No Students)

MAY

- 2 Early Release Day (2.5 hrs at the end of the day)
- 26 Memorial Day (No Staff/No Students)

JUNE

- 5 Last Day of School
- 6 Graduation Ceremony
- 6 Professional Day (No Students)

2024-2025 Calendar:

Quarter 1
September 3 - November 8
44 days

Quarter 2
November 12 - January 16
38 days

Semester 1
September 3 - January 16
82 days

Quarter 3
January 21 - March 21
40 days

Quarter 4
March 24 - June 5
48 days

Semester 2
January 21 - June 5
88 days

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

Color Key:

No School for All Students
New Teacher Workshop (No Students)
Professional Day (No Students)
Planned Remote Learning Day
Parent-Teacher Conferences & Teacher Prep (No Students)
Holiday (No Staff/No Students)
2.5 hour End of Day Early Release Day
First & Last Day of School
Graduation Ceremony





**Agenda IV.B.8.
August 8, 2024**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Dr. Chris Bellmont, assistant superintendent

Date: August 8, 2024

Re: Approve, on a First Reading Basis, Changes to Policy 507: *Corporal Punishment*

RECOMMENDATION: That the Board of Education approve, on a first reading basis, changes to Policy 507: *Corporal Punishment*

Notes:

- This policy was discussed at the June 18th, 2024 Policy Review Committee meeting and was updated to include MSBA recommended changes due to recent legislative updates around reasonable force and the use of prone restraint.

Adopted: 12/3/2015

Burnsville-Eagan-Savage School District Policy 507

Reviewed: ~~12/14/2023~~ PRC 6/2024

Revised: MSBA 2024 1/11/2024

Rescinds:

507 CORPORAL PUNISHMENT AND PRONE RESTRAINT

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

1. "Corporal punishment" means conduct involving:
 - a. hitting or spanking a person with or without an object; or
 - b. unreasonable physical force that causes bodily harm or substantial emotional harm.

2. "Employee or agent of the district" does not include a school resource officer as defined in Minnesota Statutes, section 626.8482, subdivision 1, paragraph (c).

32. "Prone restraint" means placing a child in a face-down position.

IV. PROHIBITIONS

1. An employee or agent of a district shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct.

2. An employee or agent of the school district shall not use prone restraint.

2. An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not use prone or compressive restraint except that the restrictions on prone and compressive restraints do not apply under the circumstances enumerated in Minnesota Statutes, section 609.06, subdivision 1(1). All peace officers, including those who are school resource officers or otherwise agents of a school district, may use force as

~~reasonably necessary to carry out official duties, including, but not limited to, making arrests and enforcing orders of the court.~~

3. An employee or agent of a district, ~~including a school resource officer, security personnel, or police officer contracted with a district,~~ shall not inflict any form of physical holding that restricts or impairs a pupil's ability to breathe; restricts or impairs a pupil's ability to communicate distress; places pressure or weight on a pupil's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a pupil's torso.
4. Conduct that violates this Article is not a crime under Minnesota Statutes, section 645.241, but may be a crime under Minnesota Statutes, chapter 609 if the conduct violates a provision of Minnesota Statutes, chapter 609. Conduct that violates IV.1 above is not per se corporal punishment under the statute. Nothing in this Minnesota Statutes, section 121A.58 or 125A.0941 precludes the use of reasonable force under Minnesota Statutes, section 121A.582. The use of reasonable force as set forth in Section V does not authorize conduct prohibited pursuant to Minnesota Statutes, section 125A.0942.

V. EXCEPTIONS REASONABLE FORCE

1. Reasonable force may be used upon or toward the person of another without the other's consent when used by a teacher, school principal, school employee, school bus driver, or other agent of the school in the exercise of lawful authority, to restrain a child or pupil to prevent bodily harm or death to the child, pupil, or another.
2. Reasonable force may be used upon or toward the person of a child without the child's consent when used by a teacher, school principal, school employee, school bus driver, other agent of the district, or other member of the instructional, support, or supervisory staff upon or toward a child or pupil when necessary to restrain the child or pupil to prevent bodily harm or death to the child, pupil, or another pursuant to Minnesota Statutes, section 609.379. Nothing in section 609.379 limits any other authorization to use reasonable force including but not limited to authorizations under Minnesota Statutes, section 121A.582, subdivision 1, and section 609.06, subdivision 1.
3. A teacher, school principal, and other school staff may use reasonable force under the conditions set forth in Policy 506 (Student Discipline).

VI. VIOLATION

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

- Legal References:*** Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 123B.25 (Actions Against Districts and Teachers)
[Minn. Stat. § 125A.0941 \(Definitions\)](#)
[Minn. Stat. § 125A.0942 \(Standards for Restrictive Procedures\)](#)
Minn. Stat. § 609.06 Subd. 1 (6)(7) (Authorized Use of Force)
[Minn. Stat. § 609.379 \(Permitted Actions\)](#)
[Minn. Stat. § 626.8482 \(School Resource Officers; Duties; Training; Model Policy\)](#)
[Minn. Stat. § 645.241 \(Punishment for Prohibited Acts\)](#)
~~Op. Atty. Gen. 169f (August 22, 2023) (School Pupils: Discipline)~~
~~Op. Atty. Gen. 169f Supp. (September 20, 2023) (School Pupils: Discipline)~~
- Cross References:*** Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Burnsville-Eagan-Savage School District Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
Burnsville-Eagan-Savage School District Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
Burnsville-Eagan-Savage School District Policy 422 (Policies Incorporated by Reference)
Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
[Burnsville-Eagan-Savage School District Policy 507.5 \(School Resource Officers\)](#)



**Agenda IV.B.9.
August 8, 2024**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Dr. Chris Bellmont, assistant superintendent

Date: August 8, 2024

Re: Approve, on a First Reading Basis, adopting Policy 507.5 *School Resource Officers*

RECOMMENDATION: That the Board of Education adopt, on a first reading basis, Policy 507.5: *School Resource Officers*

Notes:

- This policy was discussed at the June 18th, 2024 Policy Review Committee meeting with the decision to move forward with bringing this newly released MSBA Model Policy related to school resource officers to the board for approval.

Adopted:
 Reviewed:
 Revised:
 Rescinds:

Burnsville-Eagan-Savage School District Policy 507.5

507.5 SCHOOL RESOURCE OFFICERS

I. PURPOSE

The purpose of this policy is to establish the contractual duties and training requirements of a school resource officer.

II. GENERAL STATEMENT OF POLICY

The school district, upon securing the services of one or more school resource officers, is committed to establishing the qualifications and duties required of these officers. Any contract for the services of a school resources officer with the school district must meet the requirements of this policy.

III. DEFINITIONS

- A. “School” means an elementary school, middle school or secondary school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13.
- B. “School Resource Officer” means a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer’s regular responsibilities through the terms of a contract entered between the peace officer’s employer and the designated school district or charter school.

IV. CONTRACTUAL DUTIES

- A. A school resource officer’s contractual duties with the school district shall include:
 - 1. fostering a positive school climate through relationship building and open communication;
 - 2. protecting students, staff, and visitors to the school grounds from criminal activity;
 - 3. serving as a liaison from law enforcement to school officials;
 - 4. providing advice on safety drills;
 - 5. identifying vulnerabilities in school facilities and safety protocols;

- 6. educating and advising students and staff on law enforcement topics; and,
 - 7. enforcement of criminal laws.
- B. The school district may contract with a school resource officer's employer for the officer to perform additional duties to those described in paragraph IV.A.
 - C. A school resource officer must not use force or the authority of their office solely to enforce school rules or policies or participate in the enforcement of discipline for violations of school rules.
 - D. Nothing in this Article limits any other duty or responsibility imposed on peace officers; limits the expectation that peace officers will exercise professional judgment and discretion to protect the health, safety, and general welfare of the public when carrying out their duties; or creates a duty for school resource officers to protect students, staff, or others on school grounds that is different from the duty to protect the public as a whole.

V. TRAINING

- A. Except as provided for in paragraphs V.B., V.C., and V.D. below, beginning September 1, 2025, a peace officer assigned to serve as a school resource officer must complete a training course that provides instruction on the learning objectives identified in Minnesota Statutes, section 626.8482, subdivision 4 prior to assuming the duties of a school resource officer.
- B. A peace officer who has completed either the School Safety Center standardized Basic School Resource Officer Training or the National School Resource Officer Basic School Resource Officer course prior to September 1, 2025, must complete the training mandated under paragraph V.A. above before June 1, 2027. A peace officer covered under this paragraph may complete a supplemental training course approved by the board pursuant to Minnesota Statutes, section 626.8482, subdivision 4, paragraph (b), to satisfy the training requirement.
- C. If an officer's employer is unable to provide the required training course to the officer prior to the officer assuming the duties of a school resource officer, the officer must complete the required training within six months of assuming the duties of a school resource officer. The officer is not required to perform the duties described in Minnesota Statutes, section 626.8482, subdivision 2, paragraph (a), clause (4) or (5), until the officer has completed the required training course. The officer must review any policy adopted by the officer's employer pursuant to section 626.8482, subdivision 6 before assuming the other duties of a school resource officer and must comply with that policy.

- D. An officer who is serving as a substitute school resource officer for fewer than 60 student contact days within a school year is not obligated to complete the required training or perform the duties described in Minnesota Statutes, section 626.8482 subdivision 2, paragraph (a), clause (4) or (5), but must review and comply with any policy adopted pursuant to subdivision 6 by the law enforcement agency that employs the substitute school resource officer.
- E. For each school resource officer employed by an agency, the chief law enforcement officer must maintain a copy of the most recent training certificate issued to the officer for completion of the training mandated under this section.

Legal References: Minn. Stat. § 120A.05, subs. 9, 11, and 13 (Definitions)
 Minn. Stat. § 120B.02, subd. 25 (General Powers of Independent School Districts – School Resource Officers)
 Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)

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



**Agenda IV.B.10.
August 8, 2024**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Dr. Chris Bellmont, assistant superintendent

Date: August 8, 2024

Re: Approve, on a First Reading Basis, Changes to Policy 514: *Bullying Prohibition*

RECOMMENDATION: That the Board of Education approve, on a first reading basis, changes to Policy 514: *Bullying Prohibition*

Notes:

This policy was discussed at the June 18th, 2024 Policy Review Committee meeting to review MSBA recommended updates made to the policy due to recent legislative changes. The changes occur under Section VII. Training and Education and Section VIII. Notice.

Adopted: 03/06
 Reviewed: ~~9/28/2023~~ PRC 6/2024
 Revised: ~~10/12/2023~~ MSBA 2024
 Rescinds: ACD-JBD, JBD-ACD

Burnsville-Eagan-Savage School District Policy 514

514 BULLYING PROHIBITION POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual or a group, of a student, is expressly prohibited:
1. on the school premises, at the school functions or activities, on the school transportation
 2. by the use of electronic technology and communications on the school premises, during the school functions or activities, on the school transportation, or on the school computers, networks, forums, and mailing lists; or
 3. by use of electronic technology and communications off the school premises to the extent such use substantially and materially disrupts student learning or the school environment.
- B. A school-aged child who voluntarily participates in a public school activity, such as a cocurricular or extracurricular activity, is subject to the policy provisions applicable to the public school students participating in the activity.
- C. This policy also applies to sexual exploitation. Malicious and sadistic conduct

involving race, color, creed, national origin, sex, age, marital status, status with regard to public assistance, disability, religion, sexual harassment, and sexual orientation and gender identity as defined in Minnesota Statutes, chapter 363A is prohibited. This prohibition applies to students, independent contractors, teachers, administrators, and other school personnel.

- D. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying of a student.
- E. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.
- F. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- G. False accusations or reports of bullying against another student are prohibited.
- H. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying of a student shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy. The school district may take into account the following factors:
 1. The developmental ages and maturity levels of the parties involved;
 2. The levels of harm, surrounding circumstances, and nature of the behavior;
 3. Past incidences or past or continuing patterns of behavior;
 4. The relationship between the parties involved; and
 5. The context in which the alleged incidents occurred.

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

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

Consequences for other individuals engaging in prohibited acts of bullying may

include, but not be limited to, exclusion from school district property and events.

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

III. DEFINITIONS

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

- A. “Bullying” means intimidating, threatening, abusive, or harming conduct, aimed at a student, that is objectively offensive and:
 1. an actual or perceived imbalance of power exists between the person engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
 2. materially and substantially interferes with a student’s educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, “bullying,” specifically includes cyberbullying, malicious and sadistic conduct, and sexual exploitation.

- B. “Cyberbullying” means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. “Intimidating, threatening, abusive, or harming conduct” means, but is not limited to, conduct that does the following:
 1. Causes physical harm to a student or a student’s property or causes a student to be in reasonable fear of harm to person or property;
 2. Under Minnesota common law, violates a student’s reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
 3. Is directed at any student or students, including those based on a person’s

actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.

- E. “Malicious and sadistic conduct” means creating a hostile learning environment by acting with the intent to cause harm by intentionally injuring another without just cause or reason or engaging in extreme or excessive cruelty or delighting in cruelty.
- F. “On school premises, on school district property, at school functions or activities, or on school transportation” means all school district buildings, school grounds, and school property or property adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student’s walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.
- G. “Prohibited conduct” means bullying, cyberbullying, malicious and sadistic conduct, sexual exploitation, or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about prohibited conduct.
- H. “Remedial response” means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- I. “Student” means a student enrolled in a public school or a charter school.

IV. REPORTING PROCEDURE

- A. Any student who believes they have been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or

available in the school district office, but oral reports shall be considered complaints as well.

- C. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

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

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

V. SCHOOL DISTRICT ACTION

- A. Within three ~~working~~ school days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy and other applicable school district policies; and applicable regulations.
- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

VI. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher,

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

VII. TRAINING AND EDUCATION

- A. Consistent with its applicable policies and practices, ~~T~~ the school district shall must discuss this policy with students, school personnel and volunteers and provide appropriate training ~~to~~ for all-school district personnel to prevent, identify, and respond to prohibited conduct. regarding this policy. The school district ~~shall~~ must establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.
- B. The school district shall require ongoing professional development, consistent with Minnesota Statute, section 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:
1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
 2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
 3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
 4. The incidence and nature of cyberbullying; and
 5. Internet safety and cyberbullying.

- C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

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

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

1. Engage all students in creating a safe and supportive school environment;
 2. Partner with parents and other community members to develop and implement prevention and intervention programs;
 3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
 4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
 5. Teach students to advocate for themselves and others;
 6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
 7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited

to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy in the student handbook.

VIII. NOTICE

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. ~~This policy— Article II, paragraph D, regarding malicious and sadistic conduct~~ must be conspicuously posted throughout each school building, ~~in the administrative offices of the school district and in the office of each school.~~
- C. This policy shall be conspicuously posted in the administrative offices of the school and school district in summary form.
- ~~CD.~~ This policy must be distributed to each school district or school employee and independent contractor, if the contractor regularly interacts with students, at the time of employment with the district or the school. ~~hiring or contracting.~~
- ~~DE.~~ Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy distributed to parents at the beginning of each school year.
- ~~EF.~~ This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website, consistent with the district policies and practices.
- ~~F.~~ ~~Each school must develop a process for discussing this policy with students, parents of students, independent contractors, and school employees.~~
- G. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

IX. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minnesota Statutes section 121A.031, 121A.0312, and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definitions)
 Minn. Stat. § 120B.232 (Character Development Education)
 Minn. Stat. § 121A.03 (Model Policy)
 Minn. Stat. § 121A.031 (School Student Bullying Policy)
 Minn. Stat. § 121A.0312 (Malicious and Sadistic Conduct)
 Minn. Stat. § 121A.0311 (Notice of Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
 Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
 Minn. Stat. § 121A.69 (Hazing Policy)
 Minn. Stat. § Ch. 124E (Charter School)
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
 20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
 34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

Cross References: Burnsville-Eagan-Savage Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 Burnsville-Eagan-Savage Policy 413 (Harassment and Violence)
 Burnsville-Eagan-Savage Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
 Burnsville-Eagan-Savage Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
 Burnsville-Eagan-Savage Policy 422 (Policies Incorporated by Reference)
 Burnsville-Eagan-Savage Policy 423 (Employee-Student Relationships)
 Burnsville-Eagan-Savage Policy 501 (School Weapons Policy)
 Burnsville-Eagan-Savage Policy 506 (Student Discipline)
 Burnsville-Eagan-Savage Policy 507 (Corporal Punishment)
 Burnsville-Eagan-Savage Policy 515 (Protection and Privacy of Pupil Records)
 Burnsville-Eagan-Savage Policy 521 (Student Disability Nondiscrimination)
 Burnsville-Eagan-Savage Policy 522 (Title IX Sex Nondiscrimination Policy)
 Burnsville-Eagan-Savage Policy 525 (Violence Prevention)
 Burnsville-Eagan-Savage Policy 526 (Hazing Prohibition)
 Burnsville-Eagan-Savage Policy 529 (Staff Notification of Violent Behavior by Students)
 Burnsville-Eagan-Savage Policy 634 (Electronic Technologies Acceptable Use Policy)
 Burnsville-Eagan-Savage Policy 709 (Student Transportation Safety Policy)
 Burnsville-Eagan-Savage Policy 711 (Video Recording on School Buses)
 Burnsville-Eagan-Savage Policy 712 (Video Surveillance Other Than on Buses)



**Agenda IV.B.11.
August 8, 2024**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Dr. Chris Bellmont, assistant superintendent

Date: August 8, 2024

Re: Approve, on a First Reading Basis, Changes to Policy 501: *School Weapons*

RECOMMENDATION: That the Board of Education approve, on a first reading basis, changes to Policy 501: *School Weapons*

Notes:

This policy was discussed at the June 18, 2024 Policy Review Committee meeting and updates were made to include language in section B regarding process and reporting when a modification to the requirement of expelling a student in possession of a firearm is made.

Adopted: 9/24/2015
Reviewed: ~~1/27/2022~~ PRC 6/2024
Revised: ~~2/10/2022~~ MSBA 2024
Rescinds:

Burnsville-Eagan-Savage School District Policy 501

501 SCHOOL WEAPONS POLICY

I. PURPOSE

The purpose of this policy is to assure a safe school environment for students, staff and the public.

II. GENERAL STATEMENT OF POLICY

No student or nonstudent, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

III. DEFINITIONS

A. "Weapon"

1. A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; air guns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; num-chuks; throwing stars; explosives; fireworks; mace and other propellants; electroshock devices including stun guns or tasers; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.
2. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.
3. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

- #### **B. "School Location"**
- "School Location" includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of

entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.

- C. “Possession” means having a weapon on one’s person or in an area subject to one’s control in a school location.
- D. “Dangerous Weapon” means any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm, any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm. As used in this definition, "flammable liquid" means any liquid having a flash point below 100 degrees Fahrenheit and having a vapor pressure not exceeding 40 pounds per square inch (absolute) at 100 degrees Fahrenheit but does not include intoxicating liquor. As used in this subdivision, "combustible liquid" is a liquid having a flash point at or above 100 degrees Fahrenheit.

IV. EXCEPTIONS

- A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the principal’s office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal’s office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon’s location.
- B. It shall not be a violation of this policy if a nonstudent (or student where specified) falls within one of the following categories:
 - 1. active licensed peace officers;
 - 2. military personnel, or students or nonstudents participating in military training, who are on duty performing official duties;
 - 3. persons authorized to carry a pistol under Minnesota Statutes section 624.714 while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;
 - 4. persons who keep or store in a motor vehicle pistols in accordance with Minnesota Statutes sections 624.714 or 624.715 or other firearms in accordance with Minnesota Statutes, section 97B.045;
 - a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section

624.715 defines an exception to the pistol permit requirements for “antique firearms which are carried or possessed as curiosities or for their historical significance or value.”

- b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with sections 624.714 and 624.715.
5. firearm safety or marksmanship courses or activities for students or nonstudents conducted on school property;
 6. possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;
 7. possession of dangerous weapons, BB guns, or replica firearms with written permission of the principal or other person having general control and supervision of the school or the director of a child care center; in such cases when permission is granted, the principal or other person having general control with supervision of the school or the director of child care center will notify the superintendent in advance and follow applicable procedures; or
 8. persons who are on unimproved property owned or leased by a child care center, school or school district unless the person knows that a student is currently present on the land for a school-related activity.

C. Policy Application to Instructional Equipment/Tools

While the school district does not allow the possession, use or distribution of weapons by students, or nonstudents, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or nonstudents. Such equipment and tools, when properly possessed, used and stored, shall not be considered in violation of the rule against the possession, use or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. Firearms in School Parking Lots and Parking Facilities

A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the “lawful” carry or possession of a firearm in a school parking lot or parking facility is specifically limited to nonstudent permit-holders authorized under Minnesota Statutes section 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm

beyond the immediate vicinity of a permit-holder's vehicle shall constitute a violation of this policy.

V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION / USE / DISTRIBUTION

A. The school district does not allow the possession, use or distribution of weapons by students. Consequently, the minimum consequence for students willfully possessing, using or distributing weapons shall include:

1. immediate out-of-school suspension;
2. confiscation of the weapon;
3. immediate notification of police;
4. parent or guardian notification; and
5. recommendation to the superintendent of dismissal for a period of time not to exceed one year.

B. Pursuant to Minnesota law, a student who is in possession of~~brings~~ a firearm, as defined by federal law, at a school location~~to school~~ will be expelled for at least one year, unless a decision is made to modify this requirement. . The school board may modify this requirement on a case-by-case basis.~~hereby grants administrative discretion to the superintendent regarding any modifications.~~ The school board also requires a full report from the superintendent in closed session detailing cases in which a student is not expelled for at least one year.

C. The building principal shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully.

D. Administrative Discretion

While the school district does not allow the possession, use or distribution of weapons by students, the superintendent may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. ~~If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.~~

VI. CONSEQUENCES FOR WEAPON POSSESSION / USE / DISTRIBUTION BY NONSTUDENTS

A. Employees

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate by the school board.
2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.
3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

B. Other Nonstudents

1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in another school district, that school district may be contacted concerning the policy violation.
2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

VII. REPORTS OF DANGEROUS WEAPON INCIDENTS IN SCHOOL ZONES

- A. The school district must electronically report to the Commissioner of Education incidents involving the use or possession of a dangerous weapon in school zones, as required under Minnesota Statutes, section 121A.06.

Legal References: Minn. Stat. § 97B.045 (Transportation of Firearms)
Minn. Stat. § 121A.05 (Referral to Police)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat. § 152.01, subd. 14(a) (Definition of a School Zone)
Minn. Stat. § 609.02, Subd. 6 (Definition of Dangerous Weapon)
Minn. Stat. § 609.605 (Trespass)
Minn. Stat. § 609.66 (Dangerous Weapons)
Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)
Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)
18 U.S.C. § 921 (Definition of Firearm)
In re C.R.M. 611 N.W.2d 802 (Minn. 2000)
In re A.D., 883 N.W.2d 251 (Minn. 2016)

Cross References: Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)

Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
Burnsville-Eagan-Savage School District Policy 525 (Violence
Prevention)
Burnsville-Eagan-Savage School District Policy 903 (Visitors to School
District Buildings and Sites)

Agenda IV.B.12.
August 8, 2024

To: Board of Education
Dr. Theresa Battle, superintendent

From: Eric Miller, board chair

Date: August 8, 2024

Re: Superintendent Contract Modifications

RECOMMENDATION: That the Board of Education approve the proposed superintendent contract modifications for 2022-2025 to align with the most recent legislative requirements.

Notes:

Recent legislative requirements have impacted several areas of the superintendent contract, specifically the addition of Juneteenth as a holiday. Earned Safe and Sick leave time can be covered under current language provision on page 5 “the Superintendent may use sick leave for any reason that is explicitly permitted by law.” Other discussion was around aligning the bereavement language to all employee contracts to reflect the inclusive nature of modern family units.

Based upon conversation with Superintendent Dr. Battle, I would recommend the following amendments to the Superintendent’s Contact between Dr. Theresa Battle and the School Board of ISD 191 Burnsville-Eagan-Savage:

- Page 4, Section 4: Paid Holidays. Strike “eleven (11)” and insert “twelve (12)”. Also, insert “Juneteenth, “in the listed of approved holidays.
- Page 5, Section 7: Bereavement Leave. Strike “three (3)” and insert “five (5)”. Also, insert at the end of the same section, “The Board Chair may, in their sole discretion, grant up to ten (10) additional days of bereavement leave per school year for reasons such as multiple deaths in the immediate family, out-of-state funerals or other extenuating circumstances.”
- Page 5, Section 8: Definition of Immediate Family. Strike ““immediate family” means the spouse, child, parent, grandparent, grandchild, sibling, parent-in-law, daughter-in-law and son-in-law.” and insert “family includes a spouse, children, parents, siblings, grandparents, grandchildren, aunts, uncles, nieces, nephews or the equivalent.”

SUPERINTENDENT EMPLOYMENT CONTRACT

Pursuant to Minnesota Statutes section 123B.143 (2015), the School Board of Independent School District No. 191, Burnsville-Eagan-Savage (“District” or “School Board”) enters into this employment contract (“Contract”) with Dr. Theresa Battle (“Superintendent”). In consideration of the mutual promises contained in this Contract and other valuable consideration, the sufficiency of which is acknowledged, the District and the Superintendent agree as follows:

ARTICLE I DURATION AND TERMINATION

Section 1: Duration. This Contract is for a term of three (3) years beginning on July 1, 2022 and ending on June 30, 2025. This Contract will remain in full force and effect unless it is modified by mutual written consent of the School Board and the Superintendent, or unless the Board discharges the Superintendent in accordance with this Contract.

Section 2. Contingency. In the event this Contract is entered into prior to the end of the existing Contract which expires on June 30, 2022, this Contract is contingent upon the Superintendent completing the terms of the existing Contract, with the exception of "is required" to attend AASA conference (could not attend due to COVID 19).

Section 3: Expiration. This Contract will automatically expire on June 30, 2025. When this Contract expires, neither party will have any further claim against the other, and the District’s employment of the Superintendent will automatically end, unless the District and the Superintendent enter into a subsequent employment contract in accordance with Minnesota Statutes section 123B.143. At the Superintendent’s written request, the School Board will evaluate the Superintendent’s performance between three and six months before the expiration of this Contract. In addition, on its own initiative, the Board may periodically evaluate the Superintendent as it sees fit.

Section 4: Termination During the Term. During the term of this Contract, the District may immediately discharge the Superintendent and thereby terminate this Contract based on any of the grounds stated in Minnesota Statutes section 122A.40, subdivisions 9 or 13. If the School Board votes to discharge the Superintendent from employment during the term of this Contract, the Board must give the Superintendent written notice of the grounds for discharge. The Superintendent is entitled to a hearing before an arbitrator to challenge whether the asserted grounds for discharge exist. To exercise this right, the Superintendent or her representative must make a written request for a hearing to the School Board Chair within ten (10) calendar days after receiving written notice of the proposed discharge. If the Superintendent makes a timely request for a hearing, the parties may attempt to mutually agree on an arbitrator. If the parties cannot mutually agree on an arbitrator within five calendar days, the District will petition the Minnesota Bureau of Mediation Services (“BMS”) for a list of five arbitrators. The arbitrator shall be selected by the normal striking process provided by Bureau of Mediation Services rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The arbitrator’s decision will be final and binding upon the parties, subject to judicial review of arbitration decisions as provided by law. If the Superintendent (or her representative) fails to mail or hand-deliver a written request

for a hearing to the School Board Chair within ten calendar days, the Superintendent will be deemed to have acquiesced to the discharge, and the Superintendent will have no further right to challenge the discharge or to bring a claim against the District.

Section 5: Mutual Consent. This Contract may be terminated at any time by the mutual consent of the School Board and the Superintendent.

Section 6: Limited Application of Section 122A.40. Except as explicitly stated in this Contract, the provisions of Minnesota Statutes section 122A.40 do not apply to the District's employment of the Superintendent or to this Contract. The Superintendent does not have any continuing contract rights under Minnesota Statutes section 122A.40

ARTICLE II RESPONSIBILITIES

Section 1: Licensure. Throughout the term of this Contract, the Superintendent must hold a valid and appropriate license to work as a superintendent in the State of Minnesota. The Superintendent must provide a copy of her superintendent's license to the District's Executive Director of Human Resources before July 1 of each year this Contract is in effect.

Section 2: Compliance with Laws and Policies. The Superintendent must comply with all applicable federal and state laws. The Superintendent must comply with all rules, regulations, and policies of the School Board and the State of Minnesota, including those rules, regulations, and policies that currently exist and any that are established or amended during the term of this Contract.

Section 3: Assigned Duties. The Superintendent must faithfully perform all services that the School Board prescribes or assigns to the Superintendent, regardless of whether those services are specifically described in this Contract or in a general job description. At any time during the term of this Contract, the School Board may place the Superintendent on paid administrative leave or may assign the Superintendent to perform other legal duties not traditionally associated with the position of a school superintendent. Regular and prompt attendance is an essential function of the Superintendent's job.

Section 4: Basic Duties. The Superintendent will have charge of the administration of the schools under the direction of the School Board. Toward that end, the Superintendent will perform the following functions: serve as the chief executive officer of the School District; direct and assign teachers and other District employees under the Superintendent's supervision; organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District, but subject to the approval of the School Board and any applicable laws or agreements; select all personnel subject to the approval of the School Board; recommend policies, regulations, rules and procedures that are necessary for the District; visit and supervise the schools in the District; report and make recommendations about the condition of the schools in the District when advisable or at the Board's request; to the extent required by law, annually evaluate each school principal assigned responsibility for supervising a school building in the District; superintend school grading practices and examinations for promotions; make reports that

are required by the Commissioner of the Minnesota Department of Education; and perform all duties incident to the office of the Superintendent. The Superintendent will serve as an ex-officio member of the School Board and all School Board committees, and will provide administrative recommendations on each item of business considered by each of these groups.

ARTICLE III COMPENSATION

Section 1: Basic Salary. The District will pay the Superintendent a gross annual salary of one hundred ninety six thousand eight hundred dollars and zero cents (\$196,800) for the 2022-2023 contract year; two hundred thousand seven hundred and thirty-six dollars and zero cents (\$200,736) for the 2023-2024 contract year; and two hundred and four thousand seven hundred and fifty dollars and cents (\$204,750) for the 2024-2025 contract year. During each year covered by this Contract, the District will pay the Superintendent her gross annual salary in roughly equal installments, less applicable withholdings and deductions, based on the District’s regular payroll schedule. The School District’s obligation to pay salary pursuant to this Article shall cease upon termination of the Superintendent’s employment.

Section 2: TSA Matching Payments. The Superintendent may participate in a tax-sheltered annuity plan (“TSA”) through payroll deduction to the extent permitted by law, including Section 403(b) and Section 457 Plans. The School District will match the Superintendent’s contributions to a qualifying TSA on a dollar-for-dollar basis when contributions are made by the Superintendent through payroll deduction, up to a maximum of seven thousand, five hundred dollars and zero cents (\$7,500.00) during each Contract year covered by this Contract. Once the District has made a matching payment to the TSA, the matching payment will become the property of the Superintendent. However, if the District gives the Superintendent written notice of proposed discharge under Article I, Section 4, the District will cease any matching contributions to the Superintendent ‘s TSA.

Section 3: Responsibility for TSA Compliance. The Superintendent and the annuity companies involved are solely responsible for ensuring that the TSA complies with Section 403(b) of the Internal Revenue Code, as amended, and Minnesota law. The Superintendent hereby waives any right that she might otherwise have to bring a claim against the District for any issue related to whether the TSA complies with Section 403(b) of the Internal Revenue Code, as amended, and Minnesota law. The Superintendent also waives any right that she might otherwise have to demand direct payment to her of the amount that she identifies for contribution to the TSA. The District’s only obligation under Article III, Section 2, and Article IV, Section 2 and Section 3 is to make the specified contributions to the TSA. Further, the Superintendent understands and agrees that she is solely responsible for any taxes, Social Security payments, costs, penalties, interest, or any amount assessed by federal or state authorities, arising from contributions or deferrals to her TSA Plans and she holds the School District harmless for any such claims.

Section 4: Automobile Allowance. The School Board recognizes that the Superintendent must regularly use her personal vehicle to travel for District business. Accordingly, pursuant to Minnesota Statutes section 471.665, subdivision 3, the District will pay the Superintendent a

monthly automobile allowance in the amount of five hundred dollars and zero cents (\$500.00), less any applicable withholdings and deductions.

ARTICLE IV DUTY YEAR AND LEAVES OF ABSENCE

Section 1: Basic Work Year. The position of superintendent has exempt status under the Fair Labor Standards Act. The Superintendent's duty year will be twelve months in length, (July 1 to June 30) Superintendent must work full-time on all weekdays, less vacation days, paid holidays, legal holidays on which the Superintendent is excused from reporting, and days on which sick leave or statutory leave is used during the duty year. The Superintendent must be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

Section 2: Vacation. The Superintendent shall be credited with thirty-two (32) days of paid vacation on July 1 of each Contract year (July 1 through June 30). The Board encourages the Superintendent to use her paid vacation leave. The Superintendent must obtain prior approval from the School Board Chair before taking more than ten (10) consecutive days of paid vacation, unless the vacation days are being utilized during a leave taken pursuant to the Family Medical Leave Act. If the Superintendent has at least seven (7) days of unused vacation leave remaining on June 30 of a Contract year, a contribution in an amount equal to the value of seven (7) days of vacation will be made to the Superintendent's 403(b) Plan, and the days of vacation will then be deemed to have been used. If the Superintendent has fewer than seven (7) days of unused vacation remaining on June 30 of a Contract year, a contribution in an amount equal to the number of unused vacation days as of June 30 will be made to the Superintendent's 403(b) account, and those days of vacation will then be deemed to have been used. The value of a day of vacation will be determined by dividing the Superintendent's gross annual salary for the year in which the vacation was earned by 221. All other unused vacation days shall be forfeited on June 30 of each Contract year.

Section 3: Payment of Unused Vacation Leave Upon Termination. If upon expiration of this Contract on June 30, 2025, the School Board has not entered into a subsequent Contract with the Superintendent, the School Board will pay the Superintendent at her daily rate of pay, as determined by a divisor of 221 days, for each day of vacation leave that the Superintendent has accrued but has not used or forfeited as of June 30, 2025. Alternatively, the School Board may require the Superintendent to use her days of accrued but unused vacation during the last three months of this Contract. If the School Board proposes the discharge of the Superintendent pursuant to Article I, Section 4, the Superintendent shall not be paid for any accrued and unused vacation leave.

Section 4: Paid Holidays. The Superintendent will be entitled to ~~eleven (11)~~ **twelve (12)** paid holidays each Contract year. Unless otherwise designated by the School Board, the paid holidays will be: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, December 24, December 25, New Year's Eve Day, New Year's Day, Memorial Day, **Juneteenth**, and two floating holidays.

Section 5: Accrual of Sick Leave. On July 1 of each year covered by this Contract (July 1 – June 30), the Superintendent will be credited with twelve (12) days sick leave, which may be accumulated to a maximum of thirty-six (36) days during the term of this Contract. If the Superintendent is enrolled in the District’s group health insurance plan and has at least ten (10) sick days available from the previous year, at the beginning of the year (July 1) ten (10) sick days will be converted to the equivalent of ten days of pay, at the Superintendent’s daily rate of pay using a divisor of 221, and will then be contributed to the Superintendent’s Health Reimbursement Account (HRA.) The Superintendent may use sick leave for any illness, injury, or health condition that prevents her from performing her job duties. In addition, the Superintendent may use sick leave for any reason that is explicitly permitted by law or by another provision of this Contract. Upon ending employment with the District for any reason, the Superintendent will not be paid for any unused days of sick leave.

Section 6: Statutory Leaves. The Superintendent may be eligible for unpaid leave of absence pursuant to federal and state law, including the Family and Medical Leave Act (FMLA), the Minnesota Parenting Leave Act (MPLA), the Americans With Disabilities Act (ADA), and the Women’s Economic Security Act, Minn. Stat. §181.9413. Requests for such leaves shall be made and considered in compliance with applicable law.

Section 7: Bereavement Leave. The Superintendent will be granted up to ~~three (3)~~ **five (5)** days of bereavement leave, without loss of pay, for each death in the Superintendent’s immediate family. Days utilized for bereavement leave will not be deducted from the Superintendent’s accumulated sick leave. Upon ending her employment with the District for any reason, the Superintendent is not entitled to payment for any unused days of bereavement leave. The Board Chair may, in their sole discretion, grant up to ten (10) additional days of bereavement leave per school year for reasons such as multiple deaths in the immediate family, out-of-state funerals or other extenuating circumstances.

Section 8: Definition of Immediate Family. For purposes of bereavement leave, the term “immediate family” means the spouse, child, parent, grandparent, grandchild, sibling, parent-in-law, daughter-in-law and son-in-law. family includes a spouse, children, parents, siblings, grandparents, grandchildren, aunts, uncles, nieces, nephews or the equivalent.

Section 9: Workers’ Compensation Differential. As permitted by Minnesota Statutes, §176.021, subd. 5, if the Superintendent is injured while performing duties for the District and qualifies for workers’ compensation benefits, she may draw from her accumulated sick leave in order to make up the difference between her regular salary and the workers’ compensation insurance payments she receives. The Superintendent’s accumulated sick leave will be reduced in proportion to the amount of compensation paid pursuant to this Section. This Section of the Contract will immediately cease to apply if the Superintendent exhausts her accumulated sick leave.

ARTICLE V INSURANCE

Section 1: Health and Hospitalization. The District will select and offer one or more group health and hospitalization insurance plans to the Superintendent. This paragraph will not apply unless the Superintendent qualifies for and enrolls in a group health and hospitalization plan that is offered by the District. If the Superintendent elects single coverage, the District will pay the full amount of the monthly premium. If the Superintendent elects dependent or family coverage, the District will contribute the same amount toward the monthly premium for group health and hospitalization insurance that it contributes for the District's Tier I executive director(s) under the General Terms and Conditions of Employment for Unaffiliated Supervisory Employees. To the extent that the cost of the monthly premium exceeds the amount of the District's contribution, the Superintendent must pay the remaining cost through payroll deduction.

Section 2: Dental. The District will select and offer one or more dental plans. This paragraph will not apply unless the Superintendent qualifies for and enrolls in a dental plan that is offered by the District. If the Superintendent elects single coverage, the District will pay the full amount of the monthly premium for dental insurance. If the Superintendent elects dependent or family coverage, the District will contribute the same amount toward the monthly premium for dental insurance that it contributes for directors under the Director's Terms and Conditions of Employment. To the extent that the cost of the monthly premium exceeds the amount of the District's contribution, the Superintendent must pay the remaining cost through payroll deduction.

Section 3: Life Insurance. The District will select and offer a group term life insurance policy with a maximum death benefit of five hundred thousand dollars (\$500,000). This paragraph will not apply unless the Superintendent qualifies for and enrolls in the plan that is offered by the District. During the term of this Agreement, the District will pay the full amount of the monthly premium for the policy offered by the District. The life insurance policy will be payable to the Superintendent's named beneficiary.

Section 4: Long Term Disability Insurance. The District will pay the full amount of the monthly premium for a long-term disability ("LTD") insurance plan selected by the District for the Superintendent.

Section 5: Health Reimbursement Arrangement: The School District shall contribute \$5,000 upon each completed contract year to the district sponsored Health Reimbursement Arrangement on behalf of the Superintendent. The Superintendent shall not have access to these contributions until separation of service. The District makes no contributions to the HRA after the Superintendent ceases to be employed by the District.

Section 6: Claims Against the District. The District is not promising or guaranteeing that any particular claim will be paid or covered by insurance. The District's only obligation is to select an insurance plan and make the premium and HRA contributions that are described in this Contract. The eligibility and coverage of the Superintendent and any dependents will be governed entirely by the terms of the applicable insurance policy. No claim may be made against the District as a result of denial of insurance benefits by an insurer if the District has selected the policies and paid the premiums described in this Article, nor is the School District liable for claims regarding the limits or restrictions on contributions to the Superintendent's HRA. Subject to any applicable requirements of federal or state law, the District's obligation to make any contribution toward the

cost of the premium for any and all types of insurance described in this Contract will cease immediately upon termination or expiration of this Contract or in the event that the Superintendent's employment ends for any reason.

ARTICLE VI PROFESSIONAL GROWTH AND REIMBURSEMENT

Section 1: Professional Growth Conferences and Meetings. The School Board recognizes the importance of having the Superintendent attend and participate in conferences and meetings for professional growth. Accordingly, the Superintendent is encouraged and expected to attend appropriate professional meetings at the local, state, and national level. The District will pay, or reimburse the Superintendent for, all valid, reasonable, and necessary expenses associated with the Superintendent's travel to and attendance at such conferences and meetings whenever her attendance is required or permitted by the School Board. The Superintendent may attend the annual American Association of School Administrators conference. The Superintendent must periodically report to the School Board about the meetings and conferences she has attended. To receive reimbursement for expenses, the Superintendent must file itemized expense statements in compliance with School Board policy and law. Notwithstanding any other provision in this Contract, the Board in its sole discretion may limit the number and type of conferences and conventions the Superintendent may attend. Such a limit will not take effect until notice of the limit is provided to the Superintendent.

Section 2: Dues. The District will pay the professional dues to the American Association of School Administrators, Minnesota Association of School Administrators, and another organization of the Superintendent's choice, provided the dues are reasonable and approved by the Board Chair in advance. In addition, the District will pay the dues for the Superintendent to be a member of civic organizations and service organizations that are mutually agreed upon by the Superintendent and the Board.

Section 3: Tuition Reimbursement. During each school year covered by this Contract, the Superintendent is eligible to receive a maximum of two thousand five hundred dollars (\$2,500) in tuition reimbursement for post-graduate coursework that is germane to maintaining her Minnesota license as a school superintendent. All coursework must be preapproved by the School Board Chair. The Superintendent must submit appropriate documentation to the Board Chair showing that the Superintendent earned a grade of B or higher, or a passing grade in a pass/fall system, in order to be eligible for tuition reimbursement.

Section 4: Advanced Doctorate Degree. During each contract year covered by this Contract, the Superintendent will receive five thousand dollars and zero cents (\$5,000.00) for holding an approved doctorate degree from an accredited college or university, provided that the doctorate degree relates to the Superintendent's position within the District. The Board will be the final arbiter of whether the doctorate degree relates to the Superintendent's position.

Section 5: Business Expenses. The District will reimburse the Superintendent for reasonable and necessary expenses that she incurs in the course of conducting District business. To obtain reimbursement, the Superintendent must file itemized expense statements in compliance with

School Board policy and law. The School Board retains the ultimate discretion to approve or deny an expense. The Superintendent is encouraged to seek approval for significant expenses in advance of incurring the expense. Because the Superintendent is receiving an automobile allowance, the Superintendent may not claim reimbursement for miles driven in her personal vehicle. Notwithstanding any other provision in this Contract, the Board in its sole discretion may further define the number and type of expenses for which the Superintendent may claim reimbursement.

ARTICLE VII MISCELLANEOUS

Section 1: Outside Activities. Although the Superintendent must devote full time and due diligence to the affairs and the activities of the District, she may also serve as a consultant to other Districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if, as determined by the School Board Chair, such activities do not impede the Superintendent's ability to perform the duties of the superintendent. The Superintendent may not engage in other employment, consultant service, or other activity for which a salary, fee, or honorarium is paid without the prior approval of the School Board Chair.

Section 2: Indemnification and Provision of Counsel. In the event that an action is brought or a claim is made against the Superintendent arising out of or in connection with her employment and she was acting within the scope of employment or official duties, the District will defend and indemnify the Superintendent to the full extent required by law. Indemnification, as provided in this Section, will not apply in the case of malfeasance in office or willful or wanton neglect of duty. In addition, the District's obligation to defend and indemnify the Superintendent is subject to the limitations stated in Minnesota Statutes Chapter 466 and the case law interpreting that statute.

Section 3: Jury Duty. If the Superintendent serves on jury duty during the term of this Contract, she will receive full pay from the District, without deduction from accumulated vacation or sick leave, provided that she submits to the District any compensation she received from being called to sit as a juror.

Section 4: Mandatory Disclosure. Before entering into this Contract, the Superintendent must disclose, in writing, the existence and terms of any buyout agreement, including amounts and the purpose for the payments, relating to her contract with another school board. For purposes of this Contract, a "buyout agreement" is any agreement under which the Superintendent was employed as a superintendent; left before the term of the contract was over; and received a sum of money, something else of value, or the right to something of value for some purpose other than performing the services of a superintendent. The failure to make such a disclosure will render this Contract void as a matter of law.

Section 5: Board/Superintendent Communications. No later than September 1, 2022, the Board and the Superintendent will meet to discuss and agree on the process and procedures for how they will communicate. At least annually thereafter, the Board and the Superintendent will meet to review and discuss the process and procedures for communications.

Section 6: Severability. If a court of law determines that any provision of this Contract is invalid or unenforceable by operation of law, the remainder of the Contract will remain in full force and effect, unless the Contract was deemed void under Article VII, Section 4.

Section 7: Entire Agreement. This Contract constitutes the entire agreement between the parties relating to the District’s employment of the Superintendent. Neither party has relied upon any statements or promises that are not set forth in this document. This Contract supersedes any and all prior agreements between the parties and any inconsistent provisions in any employee handbook or District policy. The Superintendent understands and agrees that any handbooks, manuals, or policies adopted by the District do not create an express or implied contract between the District and the Superintendent. No waiver or modification of any provision of this Contract will be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Contract on the dates shown by their signatures. This Contract will not become effective unless and until it is approved by the District’s School Board and signed by both parties.

Theresa Battle

Independent School District No. 191

I have subscribed my signature
this 9th day of June, 2022.

I have subscribed my signature
this 9th day of June, 2022.

Theresa Battle, Superintendent

Lesley Chester, School Board Chair

I have subscribed my signature
this 9th day of June, 2022.

Abigail Alt, School Board Clerk

RASW: 132973



**Agenda IV.B.13.
August 8, 2024**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Stacey Sovine, executive director of administrative services

Date: August 8, 2024

Re: Collective Bargaining Agreement with the Burnsville District-wide Administrators

Recommendation: That the Board of Education Approve the Proposed Revisions and Re-adopt the unchanged language in the 2023-2025 Master Agreement with the Burnsville District-wide Administrators.

The District reached a tentative agreement on a new, two-year contract with the District-wide Administrators on July 9, 2024. There are 15 individuals within the unit. During the collective bargaining process, five language items were on the table for discussion.

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

- Modified Holiday language to include Juneteenth
- Aligned sick and bereavement language to align with other units
- Aligned emergency closing language to align with other units
- Revised to include gender neutral language
- Steps both years

Economic terms agreed to include:

- Reduced six lanes into three - lanes two, four and six were eliminated
- 4.0% increase year one and year two on lanes one and three of the salary schedule
- 0.0% increase year one and 4.0% on year two on lane five of the salary schedule
- Increase matching program to a maximum of \$4,250
- 2-year increased cost \$393,000 for salary and benefits

MASTER AGREEMENT

July 1, 2023 – June 30, 2025

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

and

**DISTRICTWIDE ADMINISTRATORS
ASSOCIATION**

ARTICLE I - GENERAL INFORMATION

Section 1. RECOGNITION

This agreement between Independent School District 191 and ISD 191 Districtwide Administrators Association covers the year July 1, 2023 – June 30, 2025. In the event that a new agreement has not been mutually adopted by July 1, 2025, this agreement will remain in effect; individual salaries for 2025-2026 will remain at the 2024-2025 amounts until a new agreement is reached, and the new agreement will determine salaries for 2025-2026.

The ISD 191 Districtwide Administrators Association is recognized as the exclusive representative of this unit. Duly authorized representatives of the Association are permitted to conduct Association business on school property during regular business hours with notification of supervisor so long as it does not interfere with normal District operations.

Section 2. INITIAL PLACEMENT

In the event of a change in personnel, initial salary schedule placement determination is the responsibility of the Superintendent of Schools or designate. Prior to making the determination, the Superintendent or designate shall consult with the supervisor of the position to determine the initial salary step. Experience, training, past performance and other factors may be considered in initial placement.

Section 3. PROBATIONARY PERIOD

All Districtwide Administrators selected to work in a position for which an educational license is not required shall serve a one-year probationary period. A Districtwide Administrator selected to work in a position for which an educational license is required will serve a probationary period consistent with MN. Statute 122A.40. A Districtwide Administrator can be released or removed during probation, provided his/her their performance has been reviewed three times. Districtwide Administrators will move on step on July 1 provided they have started in the position by January 1st of the current year.

Section 4. SALARY INCREASES

A salary increase under this contract shall be conditional, based upon a year of satisfactory service to the District.

An Administrator shall be deemed to have had a year of satisfactory service unless the Administrator has been notified to the contrary in writing by January 15th of that year, and prior to March 15 the Administrator has had the opportunity to have consulted and worked with the Administrator's immediate supervisor in raising the level of job performance.

After the procedures set forth in the preceding paragraph have been followed, and assuming dismissal proceedings have not been instituted, an Administrator who has had a year of unsatisfactory service will not be granted a salary increase.

Section 5. PERSONNEL FILES

An Administrator shall have access to his or her their own personnel file. The Administrator may copy material in the file at the Administrator's own expense. Administrators shall have the opportunity to read and sign all formal personal performance evaluations before they are entered in the personnel file. An Administrator may attach a signed explanation, rebuttal or amplification to any material entered in the Administrator's personnel file.

Section 6. POSITION ELIMINATION

For employees hired into the unit prior to October 1, 2012, if an Administrator leaves the District because of a discontinued position, they shall receive seven (7) days pay at the current rate for each year of service in the District to a maximum of 130 days pay.

ARTICLE II - CALENDAR

Section 1. BASIC WORK YEAR

The normal work year for Administrators is 12 months. When the work year is less than 12 months or less than eight hours per day, leave benefits will be prorated.

When applicable, prorated salaries shall be computed by dividing the annual salary by the number of days in the work year; i.e., 261 days for full time 12 month employees.

If an Administrator is dismissed from work or told not to report by order of the Superintendent because of an emergency situation, a full day's wages shall be paid.

Section 2. VACATION

A. Each full-time administrator shall have twenty-eight vacation days.

B. All vacation time must be taken within 24 months of the start of the fiscal year in which it is received or be forfeited.

C. Effective July 1, 2018, up to five (5) days of vacation carried over from the previous fiscal year will be deposited into the Minnesota State Retirement System's Post-Retirement Healthcare Savings Plan. The value of each day shall be 1/261 of the annual salary of the previous fiscal year if the employee is a 12-month employee.

D. An Administrator who terminates employment during a fiscal year is entitled to vacation benefits earned during that fiscal year. The Administrator may elect to take the earned vacation days before the date of termination or to accept a lump sum payment at the current rate for unused days. An Administrator who uses unearned vacation must reimburse the District at the time of termination.

Section 3. HOLIDAYS

Administrators will have ~~ten~~ eleven holidays each year: Independence Day, Labor Day, Thanksgiving Day and the day following, New Years Eve Day, New Years Day, Memorial Day, Juneteenth, and three (3) floating holidays. Each administrator subject to the approval of their immediate supervisor shall schedule the additional floating holidays.

ARTICLE III - ABSENCES

Section 1. PERSONAL ILLNESS ABSENCE-SICK LEAVE

Administrators will be granted twelve (12) days annual personal illness absence at the beginning of each contract year. Unused days may accumulate to 180 days. The Superintendent may allow an employee to use up to five days of annual sick leave in advance of the monthly accrual, but the advance of sick leave will be deducted from subsequent accrual in that year. Any absences due to illness that are in excess of the employee's accumulated sick leave and annual accrual will be without pay. Sick leave may not be used to conduct personal business.

If an Administrator is absent for more than 30 consecutive working days, income protection insurance will take effect according to the terms of the existing LTD insurance policy. Any excess days will be available upon return.

Doctor and dental appointments may be considered as personal illness absence.

~~Upon terminations of employment, the District will be reimbursed for personal illness absences taken but not earned.~~

Employees can use their earned sick time for the employee's mental or physical illness, treatment or preventive care; a family member's mental or physical illness, treatment or preventive care; absence due to domestic abuse, sexual assault or stalking of the employee or a family member; closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.

Family members are defined as their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent); their spouse or registered domestic partner; their sibling, stepsibling or foster sibling; their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child; their grandchild, foster grandchild or step-grandchild; their grandparent or step-grandparent; a child of a sibling of the employee; a sibling of the parents of the employee; a child-in-law or sibling-in-law; any of the family members listed above of an employee's spouse or registered domestic partner; any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and up to one individual annually designated by the employee.

The total number of sick time accrued and available for use, as well as the total number of earned sick hours used shall be available to employees via the current online payroll system, i.e. Skyward.

If the employee reports being absent due to illness or serious health condition, the District may require the employee to provide a certification from a qualified physician stating that the absence was due to an illness or a serious health condition. The District will make the final determination as to whether the employee is entitled to receive sick leave for a given absence.

Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of accumulated sick leave.

Section 2. CONDITIONAL USE FAMILY ILLNESS AND BEREAVEMENT ABSENCE

~~District wide Administrators will have (10) days of conditional use, paid time off days. These days will not accrue. These days are to be used exclusively for the purpose of family illness and/or bereavement. Family is defined as parent or former guardian, spouse, siblings, parent of spouse, child, or dependent living in the immediate household and those who dwell under the same roof and comprise a family or domestic establishment.~~

~~In the event a second death occurs in a fiscal year, the Executive Director of Human Resources can grant additional, reasonable time off.~~

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

Section 3. SICK OR INJURED CHILD CARE LEAVE (§ 181.9413)

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

A "child" means an individual under 18 years of age or an individual under age 20 who is still attending secondary school.

Section 3. PERSONAL BUSINESS ABSENCE

Administrators will receive two (2) days each contract year for personal business activities that cannot be handled outside the normal work day. These days may not accumulate beyond the year in which they are received.

Section 4. PROFESSIONAL ABSENCE

Administrators may be allowed to attend professional meetings and other activities of a professional nature with full pay. Advance authorization must be obtained.

Section 5. RELIGIOUS ABSENCE

Administrators may use two (2) days of sick absence or personal absence per year as religious absence for religious observance of a sacred holiday when such observance cannot take place outside the normal work day. The employee must obtain permission from their supervising administrator to take Religious leave on a given day.

Section 6. JURY DUTY

Administrators will receive their regular pay from the District while on Jury Duty. Any money paid to the Administrator for Jury Duty service will be turned over to the District. Any money paid to the Administrator for travel expense will be retained by the Administrator.

Section 7. EMERGENCY CLOSINGS

In the event the Superintendent closes schools for a snow day or another emergency, Districtwide Administrators can take a vacation day or personal day. facilities because of inclement weather or an emergency, the first emergency closing will be paid at the employee's daily rate of pay. If a second closing day occurs due to inclement weather or an emergency, employees may take a vacation day, a floating holiday, a personal day, or work remotely.

Section 8. Sick Leave Credit. If an employee has at least five (5) sick days available from the previous fiscal year, at the beginning of each fiscal year, five (5) sick days will be deposited into the Minnesota State Retirement System's Post-Retirement Healthcare Savings Plan. The value of each day shall be 1/261 of the annual salary of the previous fiscal year if the employee is a 12-month employee.

ARTICLE IV - LEAVES

Section 1. PROFESSIONAL ACTIVITY LEAVE

A professional activity leave to pursue a prescribed course of study may be granted for a period of up to one year at the sole discretion of the School Board. Applications shall include a description of the benefit to the District.

A committee of one Board member, the Superintendent of Schools and one Administrator named by the Association shall interview applicants within 30 days of the deadline date and make a recommendation to the Board of Education within 30 days of the conclusion of the interview.

Applicants awarded such leave shall be compensated at 70 percent of the current salary computed on the number of working days involved.

To be eligible for such leave, an Administrator must have been an Administrator in the District's employ for at least five (5) years. Administrators granted such leave shall pledge themselves to two (2) years, or prorated for leaves of less than one (1) year, service in the District following termination of the leave or pay back a prorated portion of the monies paid while on leave if early release is requested. This item is not subject to the grievance procedure.

Section 2. GENERAL LEAVE

A leave may be granted for up to two (2) years without pay or fringe benefits upon recommendation of the Superintendent and approval of the Board. Insurance may be continued subject to the rules of COBRA and at the expense of the employee.

At the time a leave is granted, a date will be established for tentative return to the position in the District insofar as is possible. Upon return, the employee shall have all benefits applicable to this agreement reinstated subject to completion of enrollment forms.

This item is not subject to the grievance procedure.

Section 3. MATERNITY / PATERNITY LEAVE

Maternity / Paternity disability absence shall be treated as any other temporary disability.

Section 4. PARENTAL LEAVE

An unpaid parental leave of up to a maximum of one (1) year shall be available to Administrators for the purpose of caring for a child for which the Administrator has legal responsibility. The request for parental leave shall include an estimated commencement date and return date. The estimated commencement date shall be following the physician's estimated date of cessation of disability. For an adoption, the commencement date shall be immediately following when the child is turned over to the parent. Insurance benefits may be continued at the employee's expense per COBRA.

ARTICLE V - MATCHING CONTRIBUTION & SEVERANCE PAY

Section 1. MATCHING CONTRIBUTION

Effective July 1, 2019, the District will match up to \$2,750 per year to an approved Minnesota deferred compensation program as permitted by M.S. 356.24. After a District-wide Administrator has completed one year of service, the District will match up to \$3,500 per year to an approved Minnesota deferred compensation program. This matching contribution is available to all District-wide Administrators. Employees who work less than full time shall receive a pro-rated contribution to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1st. The contribution will remain in effect for the duration of the fiscal year.

Effective July 1, 2022, the District will match up to \$3,250 per year to an approved Minnesota deferred compensation program as permitted by M.S. 356.24. After a District-wide Administrator has completed one year of service, the District will match up to \$4,000 per year to an approved Minnesota deferred compensation program. This matching contribution is available to all District-wide Administrators. Employees who work less than full-time shall receive a pro-rated contribution to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1st. The contribution will remain in effect for the duration of the fiscal year.

Effective July 1, 2024, the District will match up to \$3,500 per year to an approved Minnesota deferred compensation program as permitted by M.S. 356.24. After a District-wide Administrator has completed one year of service, the District will match up to \$4,250 per year to an approved Minnesota deferred compensation program. This matching contribution is available to all District-wide Administrators. Employees who work less than full-time shall receive a pro-rated contribution to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1st. The contribution will remain in effect for the duration of the fiscal year.

ARTICLE VI - CONTINUATION OF BENEFITS

Section 1. TERMINATION

Upon termination of employment, all District contributions shall cease. An employee may continue to participate in health and accident group plans pursuant to law and/or carrier conversion provisions, if any.

Section 2. LEAVES OF ABSENCE

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

Section 3. DISABLED EMPLOYEE

An employee who becomes eligible for long term disability shall retain such benefits as are provided by the carrier, and the District shall make normal contractual contributions for health and accident insurance for the period of three years from the time he/she they qualifies for LTD benefits. When a districtwide administrator becomes eligible for long-term disability benefits (31st day of disability), vacation, personal days, sick leave, bereavement, and family illness leave shall be pro-rated based upon time worked.

Section 4. DEATH OF AN EMPLOYEE

The family of a deceased employee may continue to participate in the group health and hospitalization insurance plan for up to 36 months following the death of the employee by paying the total cost of the premium.

Section 5. EARLY RETIREMENT

An Administrator who has reached age 55 and who has at least ten (10) years of continuous service in the District shall be eligible to continue participation in the District group medical/hospitalization insurance plan. Group determination will be as per MN Statute 471.61. The administrator will pay the premium.

ARTICLE VII - INSURANCE BENEFITS

Section 1. HEALTH AND ACCIDENT COVERAGE

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

- A. Single Health and Hospitalization Insurance. The District will contribute an amount equal to 95% of the composite premium for an employee who works 30 hours or more and who enrolls the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- B. Dependent Health and Hospitalization Insurance. The District will contribute an amount equal to 83% of the composite premium for an employee who works 30 hours or more and who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- C. Both Spouses Employed. If an employee and his/her their spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.
- D. With respect to health coverage subject to Health Care Reform, the District reserves the right to provide coverage "in addition to" the coverage described herein, for one or more individuals covered by this agreement, in order to manage the potential penalties to which the District may be subject. Such coverage in addition to the coverage described herein will be considered bargained but specifically will not be considered part of the aggregate value of the benefits and specifically will not be subject to any applicable aggregate reduction in value limitations.

Section 2. LIFE INSURANCE

The District shall pay for \$50,000 term life insurance for all Administrators who enroll in the term life program. Effective January 1, 2009, pursuant to the terms of the policy purchased by the District, all Districtwide Administrators shall pay for an additional \$200,000 of life insurance via pay roll deduction.

Section 3. LONG TERM DISABILITY INSURANCE

Administrators shall be covered by the District policy in effect for Long Term Disability insurance. The conditions of the carrier shall be controlling.

At the Administrator's request, and upon qualifying for Long Term Disability payments, the District will pay to Administrators who have accumulated over 30 days of personal illness leave the remaining fraction of regular income with 1/3 day subtracted from the total number of remaining personal illness leave days. This supplement will continue until remaining personal illness leave is exhausted or until the employee has been disabled for six (6) months.

For purposes of qualifying for retirement benefits after a disability absence of six (6) months, the eligible Administrator will be returned to personal illness until such leave is exhausted. Accumulated personal illness leave must be exhausted before the employee may reapply for LTD benefits.

Section 4. DENTAL INSURANCE

For each Administrator, the District shall contribute the total cost of the premium for individual and dependent coverage as set forth under the policy in effect in the District.

Section 5. LIABILITY INSURANCE

The District will provide liability insurance coverage for each Administrator.

ARTICLE VIII - MISCELLANEOUS BENEFITS

Section 1. MILEAGE AND EXPENSE

EXPENSES: The District will reimburse Administrators for mileage and expenses of job-related activities pursuant to School Board Policy upon submission of proper forms.

Section 2. TAX SHELTERED ANNUITY AND DEFERRED COMPENSATION PLANS

Tax sheltered annuities and deferred compensation plans, either variable or fixed, shall be made available to Administrators. Regulations and procedures are available in the Human Resources Office. The District's 403(b) Committee, comprised of members from every bargaining unit will review board policy and regulations annually for compliance with State and Federal laws.

The Districtwide Administrators shall appoint a member to represent the unit on the District's 403(b) Committee. The committee recommended the following 403(b) vendors; Fidelity, Fidelity via Educators Financial Services (E.S.I.), AXA (Equitable) and Lincoln Financial Services. All bargaining units approved the plans in November, 2008 for implementation January 1, 2009.

All deposits including employee elections and employer matches will be deposited into one of the above plans. Any employee hired after January 1, 2009 who elects to defer compensation in to a 403(b) account will be automatically enrolled in Fidelity unless they affirmatively opt out and select one of the other approved vendors.

The District will institute a standing 403(b) Committee comprised of representatives from each bargaining unit with representation determined by the size of each group.

Section 3. FLEXIBLE BENEFIT PLAN

The School District has established a Flexible Benefit Plan under IRS Code 125. Regulations and procedures are available in the Human Resources Office. A Board policy and accompanying regulations have been developed and will be updated annually to comply with IRS Regulations.

Section 4. PROFESSIONAL MEMBERSHIPS

The District will fund memberships in not more than two state organizations and not more than one national organization for each Administrator. All such memberships must be consistent with the Administrator's assignment and subject to advance approval of the immediate supervisor. Exceptions may be granted by the Superintendent.

Section 5. TUITION REIMBURSEMENT

Sub 1. For individuals hired prior to July 1, 2010, the District will reimburse tuition costs to Administrators for approved course-work that is of benefit to the District. Advance approval and verification of satisfactory completion are required. Reimbursement will not be paid to Administrators on leave.

Subd 2. Employees hired after July 1, 2010 are eligible for up to one thousand dollars (\$1,000) in tuition reimbursement per school year for post-graduate coursework that is germane to their assignment and benefits the District. All coursework must be preapproved by the Executive Director of Human Resources.

Subd 3. Effective July 1, 2012, employees who have earned a doctorate from an accredited college or university will receive an additional two thousand dollars (\$2,000) per year above the salary schedule, if the Board determines that the doctorate relates to the employee's position with the District.

Section 6. PROFESSIONAL DEVELOPMENT

The District supports continuous improvement and development of all personnel. Administrators are encouraged to attend professional meetings and other activities of a professional nature. The District will pay expenses associated with authorized professional meetings and activities. The event must be germane to the administrator's assignment. The administrator's immediate supervisor must approve the activity.

Section 7. EXCEPTIONAL SERVICE PAY

Subd. 1. When Districtwide Administrators teach courses through the District Staff Development Department or Community Education, they will be compensated at the rate normally used to compensate other professional instructors.

Subd. 2. When Districtwide Administrators render special services that both the Association and the District deem well beyond the scope of their normal job description, Association leaders and District administration shall meet and confer on terms and conditions for the special service performed.

Section 8. INDEMNIFICATION

Subject to the limitations on liability set forth in the Minnesota Statutes, the District shall defend and indemnify Administrators for damages, including punitive damages, claimed or levied against the Administrator, provided that the Administrator: (1) was acting in the performance of the duties of the position, and (2) was not guilty of malfeasance in office, willful neglect of duty, or bad faith. Indemnification of Administrators provided under this section shall be modified in accordance with any amendments to Section 466.07 of the Minnesota Statutes.

Section 9. JOB EVALUATIONS

A Districtwide Administrator shall have the right to request a position re-evaluation if he or she feels that their duties and responsibilities have changed significantly over time. The Director of Human Resources shall share the results with the Administrator via a summary conference.

ARTICLE IX - GRIEVANCE PROCEDURE

Section 1.

A claim by an Administrator that there has been a violation, misinterpretation or misapplication of any provision of this agreement may be processed as a grievance as hereinafter provided.

Section 2. LEVEL I

In the event that an Administrator or the Association believes there is a basis for a grievance, the Administrator shall complete the District grievance form and submit a copy to the Executive Director of Human Resources within twenty (20) days of the alleged grievance. A District representative shall meet with the grievant within ten (10) working days of the receipt of the grievance and render a written decision within five (5) working days of the meeting. A copy of the decision will be placed in the grievant's personnel file.

Section 3. LEVEL II

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

Section 4. LEVEL III

If the grievant or the Association is not satisfied with the disposition of the grievance by the Superintendent of Schools, the alleged grievance may be submitted to arbitration. Notification of dissatisfaction shall be made, in writing, to the Superintendent of Schools within ten (10) working days after the decision has been rendered.

The dispute will be submitted to an arbitrator selected and agreed upon by both parties. The arbitrator shall have no power to alter, add or subtract from the expressed terms of the contract. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 5.

The grievant may have an Association representative either join or represent the grievant at any level and at the grievant's discretion.

Section 6.

If a grievance is not responded to at Levels I and /or II within the time limits and the limits have not been mutually waived, the alleged grievance is viewed to have been denied and the grievant has the right to move to the next level.

Section 7.

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

Section 8.

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

Section 9.

No reprisals of any kind will be taken by the Board or the School Administration against any Administrator because of participation in this grievance procedure.

Section 10.

The Superintendent of Schools may appoint a designee to act in the Superintendent's behalf at Level II.

LONGEVITY

Effective July 1, 2014, after 5 years of District service, District-wide Administrators are eligible for a \$250 stipend; after ten years of District service, District-wide Administrators are eligible for a \$500 stipend; after fifteen (15) years of District service, District-wide Administrators are eligible for a \$1,000 stipend; after twenty years, a \$2,000 stipend.

Effective July 1, 2022, after 5 years of service as a District-wide Administrator, employees are eligible for a \$1,000 stipend; after ten years of service as a District-wide Administrator, employees are eligible for a \$2,500 stipend.

**ARTICLE X
DURATION**

Section 1. Terms and Reopening Negotiations: This contract shall be effective as of July 1, 2023, and shall continue in effect through June 30, 2025, or thereafter until replaced by a subsequent agreement. Negotiations for a successor agreement may commence when the parties mutually agree, but in no event later than ninety (90) days prior to expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School Board and the District-wide Administrators Association. The provisions herein relating to terms and conditions of

Salary Schedule
July 1, 2023– June 30, 2025

Level	Position	2023-2024	2024-2025
	Director of School Improvement and Student Achievement (CIA)		
	Director of Individualized Student Services (SPED)		
	Director of Community Services		
	Director of Operations, Properties, and Transportation		
	Director of Nutritional Services		
	Director of Equity and Multilingual Services		
	Director of Strategic Partnerships and Pathways		
Step 1		\$ 149,750	\$ 155,750
Step 2		\$ 153,650	\$ 159,800
	Director of Activities and Athletics		
	Supervisor (SPED, CE)		
Step 1		\$ 128,800	\$ 133,950
Step 2		\$ 132,150	\$ 137,450
	Coordinator (CE, ABE, SPED)		
Step 1		\$ 96,200	\$ 100,050
Step 2		\$ 100,550	\$ 104,550

MEMORANDUM OF UNDERSTANDING

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

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

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

Districtwide Administrators' Association
Burnsville, MN 55337

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

Union Representative

Employer Representative

Dated: _____

Dated: _____

MEMORANDUM OF UNDERSTANDING

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

- 1. The parties have entered into a collective bargaining agreement covering the period July 1, 2023 through June 30, 2025.
- 2. The Union and the School District agree that retro pay for the 2023-2024 fiscal year shall only be paid to individuals employed with the School District on of July 1, 2024 and within the union at that time. Any individual that resigned or was terminated during the 2023-2024 fiscal year is not eligible for retro pay.

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

Districtwide Administrators' Association
Burnsville, MN 55337

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

Union Representative

Employer Representative

Dated: _____

Dated: _____



**Agenda IV.B.14.
August 8, 2024**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Stacey Sovine, executive director of administrative services

Date: August 8, 2024

Re: Proposed adoption of the Terms and conditions of Employment for Unaffiliated Employees of Independent School District 191

Recommendation: That the Board of Education Approve the Proposed Revisions and Re-adopt the unchanged language in the 2023-2025 Terms and Conditions of the Employment for the Unaffiliated Employees of Independent School District 191.

There are currently 101 Unaffiliated Specialists and Confidential Supervisory employees. The Terms are reviewed and updated on a bi-annual basis. Positions under these Terms are considered At-Will unless a State License is specifically required under statute. Employees under the Terms receive salary packages in alignment with comparable positions in other units and comply under State Pay Equity regulations. Language and Economic terms include:

Total

- Major changes to structure of Terms
 - Three new distinct Tiers with unique terms and conditions based on the three following criteria: Directors Tier I - 12-month salaried employees, Tier 2 - 184 days salaried, and Tier 3 – Hourly employees
- Eliminated Community Services Terms and Conditions of Employment and included positions in appropriate Unaffiliated Tiers
- Move from salary ranges to distinct steps for most employees
- Market adjustments for various positions i.e. nurses RN's, LPN's, Community Services Associates
- Removed dated MOU and grandfather language
- Removed Cultural Liaisons from terms
- Updated bereavement language
- Updated sick leave language

- Updated holidays to include Juneteenth
- Previous Terms and Conditions ranged from \$167,800 to \$15,600 (Community Education entry level positions) to proposed schedules in year 2 of \$182,000 to \$29,735
- Increase cost over 2 years \$1.4 million, MSBA 15.43%.

**2023-2025 GENERAL TERMS AND CONDITIONS OF EMPLOYMENT:
UNAFFILIATED SPECIALISTS OR SUPERVISORY EMPLOYEES TIER I**

Purpose. This policy outlines the general terms and conditions of employment for unaffiliated specialists or supervisory employees (“employee” or “employees”) of Independent School District No. 191, Burnsville (“District” or “School Board”). This policy does not create an express or implied contract between any employee and the District. The School Board may modify this policy at any time, without prior notice, as the Board sees fit. The terms and conditions in this policy will remain in effect until the Board modifies this policy.

Unaffiliated/Supervisor Employees. For purposes of this policy, individuals holding any of the following positions are deemed to be “unaffiliated specialists or supervisory employees”:

- Tier I:
- a) Executive Director of Administrative Services, Assistant Superintendent
 - b) Director of Technology, Director of Finance, Director of Communication

At-Will Employment. The employees covered by this policy are employed on an at-will basis regardless of any statements, representations, procedures, or other policies that may be made or promulgated by the District or its agents or representatives. As a result, the District may discipline or discharge an employee as the District sees fit and for any reason that is not unlawful. The District is not required to show cause when disciplining or discharging an employee. Employees may resign from the District at any time and for any reason. This paragraph does not apply to any employee who is required to hold a license from the Minnesota Department of Education or the Minnesota Board of Teaching.

Performance of Duties. Employees must faithfully perform, at a professional level of competence, the services and duties prescribed by the District, regardless of whether such duties are specifically described in this policy, in a job description, in a notice of assignment, or in another document. Prompt and regular attendance is an essential function of each employee’s job. Employees must also comply with all lawful directives issued by the Superintendent or by any other individual with supervisory authority. In addition, employees must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District. Employees may not, directly or indirectly, engage or participate in any action or conduct which conflicts in any respect with the interests of the District. Toward that end, employees may not engage or participate in any action or conduct that is inconsistent with their job duties, the basic educational mission of the District, or the desired image of the District.

Notice of Assignment. The District will give each employee an annual notice of assignment containing additional information about the employee’s position, including the following: (1) the employee’s annual salary; (2) the number of duty days for purposes of daily rate of pay calculations; and (3) whether the position is “exempt” or “non-exempt” under the Fair Labor Standards Act. Tier 1 positions are exempt status under the Fair Labor Standards Act. The employee’s duty year will be twelve months in length, (July 1 to June 30).

- a. **Basic duty day.** The basic duty day for most full-time employees will be eight hours in length, but employees in an exempt position are expected to work the number of hours necessary to perform their job duties and to meet the professional expectations of their job. Additional duty days may be approved by the Superintendent.
- b. **Modification of assignment.** The Superintendent may reassign an employee or modify an employee’s assignment at any time and for any reason. In addition, the Superintendent may modify an existing job description for an employee’s position or create a new job description at any time.

Individual Contracts. In accordance with Minnesota law, the District will issue an individual contract to each employee who is required to hold a license from the Minnesota Department of Education or the Minnesota Board of Teaching.

Full-Time Employment. For purposes of this policy, a “full-time” employee is one who is assigned to work at least 1450 hours per year according to the notice of assignment issued by the District.

Vacation. Full-time employees shall earn vacation equivalent to 2.5 days per month worked to be allocated at the beginning of the fiscal year. Part-time employees will have the amount prorated. Unused vacation time expires at the end of the fiscal year and may not carryover.

Compensation. The Board will determine the compensation range of each employee covered by this policy. For the 2023-2025 school years, the Superintendent will use the following ranges as a guide when determining the compensation of each employee:

	2023-2025 Range		
	Minimum	2023-2024 Maximum	2024-2025 Maximum
Tier Ia	\$165,000	\$175,000	\$182,000
Tier Ib	\$145,000	\$153,650	\$159,800

Additional Compensation. A Tier I employee who has earned a doctorate from an accredited college or university will receive an additional two thousand dollars (\$2,000) per year, if the Board determines that the doctorate relates to the employee’s position with the District. If the Board or the Superintendent requires a Tier I employee to work more duty days than the number identified in the employee’s notice of assignment (e.g. summer school or special projects), the employee will be paid for the additional duty days at the employee’s daily rate of pay or hourly rate of pay, as applicable.

Career Compensation. An employee is eligible for career compensation after completing the appropriate years of service in an Unaffiliated position. Career compensation amounts will be pro-rated for positions that work less than full-time. Career compensation is considered a part of an employee’s daily rate of pay. Effective July 1, 2021, the following career compensation amounts apply:

- A. \$1,000 total in the 5th year of employment under Unaffiliated Terms and Conditions of Employment.

- B. \$2,500 total in the 10th year of employment under Unaffiliated Terms and Conditions of Employment.

Daily and Hourly Rate of Pay. In the event the District needs to determine a daily rate of pay, the employee's annual salary will be divided by the number of duty days assigned to the employee. In the event the District needs to determine an hourly rate of pay for a full-time employee, the employee's daily rate of pay will be divided by eight hours.

Holidays. In the absence of an emergency or a change in the school calendar, employees are not expected to work on the following paid holidays:

- | | |
|-----------------------|------------------------------|
| 1. New Year's Eve Day | 7. Thanksgiving Day |
| 2. New Year's Day | 8. Day after Thanksgiving |
| 3. Memorial Day | 9. Christmas Eve Day |
| 4. Juneteenth | 10. Christmas Day |
| 5. Independence Day | 11. One (1) Floating Holiday |
| 6. Labor Day | |

Insurance Benefits. As described below, the District will contribute toward the cost of the premium for certain types of insurance for full-time employees who otherwise qualify for and enroll in the insurance policy, plan, or program. The District will select the insurance policies, plans, and programs. To the extent permitted by law, upon separating from employment with the District a former employee may continue to participate in a group health insurance plan, but such participation will be at the former employee's sole expense.

- a. **Single Health and Hospitalization Insurance.** The District will contribute an amount equal to 95% of the composite premium for an employee who enrolls the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- b. **Dependent Health and Hospitalization Insurance.** The District will contribute an amount equal to 83% of the composite premium for an employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- c. **Both Spouses Employed.** If an employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.

- d. **Dental Insurance.** The District will pay 100% of the premium for single or dependent coverage for a full-time employee who elects to participate in the District's group dental plan.
- e. **Group Term Life Insurance.** The District will pay 100% of the premium for a group term life insurance policy with a death benefit of fifty thousand dollars (\$50,000) for each full-time employee who qualifies for life insurance. The District may make arrangements with the carrier to permit Tier I employees to purchase additional coverage up to \$200,000 at their own expense and at such rates and limitations as are provided by the carrier and the District.
- f. **Long-Term Disability (LTD) Insurance.** The District will make an LTD insurance plan available for full-time employees who desire to participate in the plan. Employees eligible to participate in the LTD plan are responsible for paying 100% of the premium taxes through payroll deduction.
- g. **Disclaimer.** No claim or cause of action may be brought against the District for any claim that is not covered or paid by insurance. The District is not insuring or guaranteeing that any particular claim will be paid or covered by any insurance policy, plan, or program, or that any specific amount will be paid out under any policy, plan, or program. Any description of insurance benefits in this policy is intended to be general and informational only and is subject to change in the discretion of the School Board. The eligibility of any particular employee and the employee's dependent(s) is governed by the terms of the actual insurance policy, plan, or program. The District's only obligation is to make the premium contributions that are identified in this policy, as it currently is written or as amended at any time in the future, for full-time employees who otherwise qualify for and enroll in the particular insurance plan or program.

Sick Leave. Each full-time employee will earn sick leave at the rate of twelve (12) days per school year and may accumulate a maximum of 300 days of sick leave. Part-time employees will earn sick leave on a prorated basis. An employee's use of sick leave is subject to the following conditions:

- a. The Superintendent may allow an employee to use up to five days of annual sick leave in advance of the monthly accrual, but the advance of sick leave will be deducted from subsequent accrual in that year. Any absences due to illness that are in excess of the employee's accumulated sick leave and annual accrual will be without pay. Sick leave may not be used to conduct personal business.
- b. Employees can use their earned sick time for the employee's mental or physical illness, treatment or preventive care; a family member's mental or physical illness, treatment or preventive care; absence due to domestic abuse, sexual assault or stalking of the employee or a family member; closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and when determined

by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.

- c. Family members are defined as their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent); their spouse or registered domestic partner; their sibling, stepsibling or foster sibling; their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child; their grandchild, foster grandchild or step-grandchild; their grandparent or step-grandparent; a child of a sibling of the employee; a sibling of the parents of the employee; a child-in-law or sibling-in-law; any of the family members listed above of an employee's spouse or registered domestic partner; any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and up to one individual annually designated by the employee.
- d. The total number of sick time accrued and available for use, as well as the total number of earned sick hours used shall be available to employees via the current online payroll system, i.e. Skyward.
- e. If the employee reports being absent due to illness or serious health condition, the District may require the employee to provide a certification from a qualified physician stating that the absence was due to an illness or a serious health condition. The District will make the final determination as to whether the employee is entitled to receive sick leave for a given absence.
- f. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of accumulated sick leave.

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

Personal Leave. An employee may take up to two (2) days of paid personal leave each school year. The employee must obtain permission from his/her supervising administrator to take personal leave on a given day. The Superintendent or the supervising administrator may deny any request for personal leave at a given time based upon the Superintendent's or administrator's assessment of the needs of the District. Days of personal leave do not accumulate and will be forfeited if they are not used. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of personal leave.

Jury Duty. An employee who is called for jury duty will be reimbursed for the difference between the amount paid for serving on the jury and the employee's regular salary during the period of service. To the extent possible, employees will be expected to report or otherwise perform their regular duties when temporarily excused from attending court.

Religious Leave. Persons absent for religious observance may exchange a maximum of two (2) days of sick leave per year for religious absence under the following conditions:

- a. For religious observance of a sacred holiday as specified by the religion.
- b. Such observance cannot take place outside of the normal work day.
- c. The employee must obtain permission from his/her supervising administrator to take Religious leave on a given day.

Other Types of Leave. To the extent required by law, the District will grant other types of leave. In addition, the School Board may, in its discretion, grant additional types of leave that are not required by law.

Sick Leave Credit. If an employee is enrolled in the district's group insurance plan and has at least five (5) sick days available from the previous fiscal year, at the beginning of each fiscal year, five (5) sick days will be converted to the equivalent of five (5) days of the employee's daily rate of pay and contributed into the employee's HRA account.

Expense Reimbursement. The District will reimburse employees for mileage and reasonable expenses of job related activities. The District shall provide a monthly allowance of Two Hundred Dollars and No Cents (\$200.00) for business use of the employee's private automobile, pursuant to M.S. §471.665, Subd. 1. Employees may be given time to participate in professional conferences and seminars, and will be reimbursed for reasonable expenses associated with attending such conferences and seminars, provided that the conference or seminar was approved in advance by the supervising administrator or the Superintendent. To obtain reimbursement, employees must submit the required forms in accordance with School Board policy.

Tuition Reimbursement. Employees are eligible for up to one thousand dollars (\$1,000) in tuition reimbursement per school year for post-graduate coursework that is germane to their assignment and benefits the District. All coursework must be preapproved by the Executive Director of Administrative Services. All employees must submit appropriate documentation to the District showing that the employee earned a grade of B or higher, or a passing grade in a pass/fail system, in order to be eligible for tuition reimbursement.

Flexible Benefit Plan. The District has established a Flexible Benefit Plan under IRS Code 125. Regulations and procedures are available in the Human Resources Office. A School Board policy and accompanying regulations have been developed and will be updated annually to comply with IRS Regulations.

Matching Contribution Eligibility. Employees may participate in a tax- sheltered annuity (TSA) pursuant to United States Public Law No. 87-370, Minnesota Statutes section 123B.02, subdivision 15, and School District policy. To the extent permitted by federal and state law, including Minnesota Statutes section 356.24, the District will match up to \$3,750 per year to an approved Minnesota deferred compensation program. After successfully completing one fiscal year of employment, the District will match up to \$4,250 per year for employees. Part-time employees will receive a pro-rated contribution to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1.

- a. **Employees on Leave.** An employee on an unpaid leave of absence is not eligible to participate in the plan.
- b. **Plan Year Begins July 1.** The annual year for the School District contributions is July 1 through June 30. Changes in District matching amounts must occur on July 1 of each year.
- c. **Employee Application.** Employees must apply to participate in the eligible TSA plan by July 1 for upcoming school year. Once an eligible employee elects to participate in the TSA investment program, the election will remain in effect for that school year and for each subsequent year unless modified by the employee.
- d. **Compliance with Federal and State Laws.** The plan is subject to applicable code provisions of the Minnesota Statutes, IRS Code Section 403(b).
- e. **Enrollment Limited to Participating Companies.** Tax sheltered annuity purchases will be limited to companies approved by the District.

Independent School District No. 191 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, or age.

**2023-2025 GENERAL TERMS AND CONDITIONS OF EMPLOYMENT:
UNAFFILIATED SPECIALISTS OR SUPERVISORY EMPLOYEES TIER II**

Purpose. This policy outlines the general terms and conditions of employment for unaffiliated specialists or supervisory employees (“employee” or “employees”) of Independent School District No. 191, Burnsville (“District” or “School Board”). This policy does not create an express or implied contract between any employee and the District. The School Board may modify this policy at any time, without prior notice, as the Board sees fit. The terms and conditions in this policy will remain in effect until the Board modifies this policy.

Unaffiliated/Supervisor Employees. For purposes of this policy, individuals holding any of the following positions are deemed to be “unaffiliated specialists or supervisory employees”:

- Tier II:
- a) Finance Controller; SISA Coordinator; Multilingual Coordinator; Coordinator of Instructional Technology; Student Systems Coordinator
 - b) Human Resources Coordinator; Communications Coordinator; Coordinator of Community Engagement; Coordinator of Facilities, EOP, and Advertising; Coordinator of Adult Enrichment, Communications, AWD, Assistant Director of Food Services
 - c) Senior Center Manager; Coordinator of Youth Services and Credit Recovery; Community Engagement Specialist; School Age Care Coordinator; Registrar; College & Career Specialist; HR Benefits Specialist; Communications Specialist; Student Services Acct Specialist; Food Services Coordinator; CE Program Leads, Early Learning Sup Specialist
 - d) CE Site Leads; Finance Accountant

At-Will Employment. The employees covered by this policy are employed on an at-will basis regardless of any statements, representations, procedures, or other policies that may be made or promulgated by the District or its agents or representatives. As a result, the District may discipline or discharge an employee as the District sees fit and for any reason that is not unlawful. The District is not required to show cause when disciplining or discharging an employee. Employees may resign from the District at any time and for any reason. This paragraph does not apply to any employee who is required to hold a license from the Minnesota Department of Education or the Minnesota Board of Teaching.

Performance of Duties. Employees must faithfully perform, at a professional level of competence, the services and duties prescribed by the District, regardless of whether such duties are specifically described in this policy, in a job description, in a notice of assignment, or in another document. Prompt and regular attendance is an essential function of each employee’s job. Employees must also comply with all lawful directives issued by the Superintendent or by any other individual with supervisory authority. In addition, employees must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District. Employees may not, directly or indirectly, engage or participate in any action or conduct which conflicts in any respect with the interests of the District. Toward that end, employees may not engage or participate in any action or conduct that is

inconsistent with their job duties, the basic educational mission of the District, or the desired image of the District.

Notice of Assignment. The District will give each employee an annual notice of assignment containing additional information about the employee’s position, including the following: (1) the employee’s annual salary; (2) the number of duty days for purposes of daily rate of pay calculations; and (3) whether the position is “exempt” or “non-exempt” under the Fair Labor Standards Act. Tier 2 positions are exempt status under the Fair Labor Standards Act. The employee’s duty year will be twelve months in length, (July 1 to June 30).

- a. **Basic duty day.** The basic duty day for most full-time employees will be eight hours in length, but employees in an exempt position are expected to work the number of hours necessary to perform their job duties and to meet the professional expectations of their job. Additional duty days may be approved by the Superintendent.
- b. **Modification of assignment.** The Superintendent may reassign an employee or modify an employee’s assignment at any time and for any reason. In addition, the Superintendent may modify an existing job description for an employee’s position or create a new job description at any time.

Individual Contracts. In accordance with Minnesota law, the District will issue an individual contract to each employee who is required to hold a license from the Minnesota Department of Education or the Minnesota Board of Teaching.

Full-Time Employment. For purposes of this policy, a “full-time” employee is one who is assigned to work at least 1450 hours per year according to the notice of assignment issued by the District.

Vacation. Full-time employees shall earn vacation equivalent to 2.5 days per month worked to be allocated at the beginning of the fiscal year. Part-time employees will have the amount prorated. Unused vacation time expires at the end of the fiscal year and may not carryover.

Compensation. The Board will determine the compensation range of each employee covered by this policy. For the 2023-2025 school years, the Superintendent will use the following ranges as a guide when determining the compensation of each employee:

2023.2024	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3
II	IIa	Finance Controller; SISA Coordinator; Multilingual Coordinator; Coordinator of Instructional Technology; Student Systems Coordinator	\$ 95,000	\$ 103,750	\$ 112,500
	IIb	Human Resources Coordinator; Communications Coordinator; Coordinator of Community Engagement; Coordinator of Facilities, EOP, and Advertising; Coordinator of Adult Enrichment, Communications, AWD; Assistant Director of Food Services	\$ 80,000	\$ 85,000	\$ 90,000
	IIc	Senior Center Manager; Coordinator of Youth Services and Credit Recovery; Community Engagement Specialist; School Age Care Coordinator; Registrar; College & Career Specialist; HR Benefits Specialist; Communications Specialist; Student Services Acct Specialist; Food Services Coordinator; CE Program Leads, Early Learning Sup Specialist	\$ 65,000	\$ 72,000	\$ 79,000
	II d	CE Site Leads; Finance Accountant	\$ 50,000	\$ 56,500	\$ 63,000
2024.2025	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3
II	IIa	Finance Controller; SISA Coordinator; Multilingual Coordinator; Coordinator of Instructional Technology; Student Systems Coordinator	\$ 98,800	\$ 107,900	\$ 117,000
	IIb	Human Resources Coordinator; Communications Coordinator; Coordinator of Community Engagement; Coordinator of Facilities, EOP, and Advertising; Coordinator of Adult Enrichment, Communications, AWD; Assistant Director of Food Services	\$ 80,000	\$ 85,000	\$ 90,000
	IIc	Senior Center Manager; Coordinator of Youth Services and Credit Recovery; Community Engagement Specialist; School Age Care Coordinator; Registrar; College & Career Specialist; HR Benefits Specialist; Communications Specialist; Student Services Acct Specialist; Food Services Coordinator; CE Program Leads, Early Learning Sup Specialist	\$ 67,700	\$ 75,000	\$ 82,300
	II d	CE Site Leads; Finance Accountant	\$ 50,000	\$ 56,500	\$ 63,000

Additional Compensation. A Tier II employee who has earned a doctorate from an accredited college or university will receive an additional two thousand dollars (\$2,000) per year, if the Board determines that the doctorate relates to the employee’s position with the District. If the Board or the Superintendent requires a Tier II employee to work more duty days than the number identified in the employee’s notice of assignment (e.g. summer school or special projects), the employee will be paid for the additional duty days at the employee’s daily rate of pay or hourly rate of pay, as applicable.

Career Compensation. An employee is eligible for career compensation after completing the appropriate years of service in an Unaffiliated position. Career compensation amounts will be pro-rated for positions that work less than full-time. Career compensation is considered a part of an employee’s daily rate of pay. Effective July 1, 2021, the following career compensation amounts apply:

- A. \$1,000 total in the 5th year of employment under Unaffiliated Terms and Conditions of Employment.
- B. \$2,500 total in the 10th year of employment under Unaffiliated Terms and Conditions of Employment.

Daily and Hourly Rate of Pay. In the event the District needs to determine a daily rate of pay, the employee's annual salary will be divided by the number of duty days assigned to the employee. In the event the District needs to determine an hourly rate of pay for a full-time employee, the employee's daily rate of pay will be divided by eight hours.

Holidays. In the absence of an emergency or a change in the school calendar, employees are not expected to work on the following paid holidays:

- | | |
|-----------------------|------------------------------|
| 1. New Year's Eve Day | 7. Thanksgiving Day |
| 2. New Year's Day | 8. Day after Thanksgiving |
| 3. Memorial Day | 9. Christmas Eve Day |
| 4. Juneteenth | 10. Christmas Day |
| 5. Independence Day | 11. One (1) Floating Holiday |
| 6. Labor Day | |

Insurance Benefits. As described below, the District will contribute toward the cost of the premium for certain types of insurance for full-time employees who otherwise qualify for and enroll in the insurance policy, plan, or program. The District will select the insurance policies, plans, and programs. To the extent permitted by law, upon separating from employment with the District a former employee may continue to participate in a group health insurance plan, but such participation will be at the former employee's sole expense.

- a. **Single Health and Hospitalization Insurance.** The District will contribute an amount equal to 95% of the composite premium for an employee who enrolls the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- b. **Dependent Health and Hospitalization Insurance.** The District will contribute an amount equal to 83% of the composite premium for an employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- c. **Both Spouses Employed.** If an employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.
- d. **Dental Insurance.** The District will pay 100% of the premium for single or dependent coverage for a full-time employee who elects to participate in the District's group dental plan.

- e. **Group Term Life Insurance.** The District will pay 100% of the premium for a group term life insurance policy with a death benefit of fifty thousand dollars (\$50,000) for each full-time employee who qualifies for life insurance. The District may make arrangements with the carrier to permit Tier I employees to purchase additional coverage up to \$200,000 at their own expense and at such rates and limitations as are provided by the carrier and the District.
- f. **Long-Term Disability (LTD) Insurance.** The District will make an LTD insurance plan available for full-time employees who desire to participate in the plan. Employees eligible to participate in the LTD plan are responsible for paying 100% of the premium taxes through payroll deduction.
- g. **Disclaimer.** No claim or cause of action may be brought against the District for any claim that is not covered or paid by insurance. The District is not insuring or guaranteeing that any particular claim will be paid or covered by any insurance policy, plan, or program, or that any specific amount will be paid out under any policy, plan, or program. Any description of insurance benefits in this policy is intended to be general and informational only and is subject to change in the discretion of the School Board. The eligibility of any particular employee and the employee's dependent(s) is governed by the terms of the actual insurance policy, plan, or program. The District's only obligation is to make the premium contributions that are identified in this policy, as it currently is written or as amended at any time in the future, for full-time employees who otherwise qualify for and enroll in the particular insurance plan or program.

Sick Leave. Each full-time employee will earn sick leave at the rate of twelve (12) days per school year and may accumulate a maximum of 300 days of sick leave. Part-time employees will earn sick leave on a prorated basis. An employee's use of sick leave is subject to the following conditions:

- a. The Superintendent may allow an employee to use up to five days of annual sick leave in advance of the monthly accrual, but the advance of sick leave will be deducted from subsequent accrual in that year. Any absences due to illness that are in excess of the employee's accumulated sick leave and annual accrual will be without pay. Sick leave may not be used to conduct personal business.
- b. Employees can use their earned sick time for the employee's mental or physical illness, treatment or preventive care; a family member's mental or physical illness, treatment or preventive care; absence due to domestic abuse, sexual assault or stalking of the employee or a family member; closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.
- c. Family members are defined as their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the

employee stands or stood in loco parentis (in place of a parent); their spouse or registered domestic partner; their sibling, stepsibling or foster sibling; their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child; their grandchild, foster grandchild or step-grandchild; their grandparent or step-grandparent; a child of a sibling of the employee; a sibling of the parents of the employee; a child-in-law or sibling-in-law; any of the family members listed above of an employee's spouse or registered domestic partner; any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and up to one individual annually designated by the employee.

- d. The total number of sick time accrued and available for use, as well as the total number of earned sick hours used shall be available to employees via the current online payroll system, i.e. Skyward.
- e. If the employee reports being absent due to illness or serious health condition, the District may require the employee to provide a certification from a qualified physician stating that the absence was due to an illness or a serious health condition. The District will make the final determination as to whether the employee is entitled to receive sick leave for a given absence.
- f. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of accumulated sick leave.

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

Personal Leave. An employee may take up to two (2) days of paid personal leave each school year. The employee must obtain permission from his/her supervising administrator to take personal leave on a given day. The Superintendent or the supervising administrator may deny any request for personal leave at a given time based upon the Superintendent's or administrator's assessment of the needs of the District. Days of personal leave do not accumulate and will be forfeited if they are not used. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of personal leave.

Jury Duty. An employee who is called for jury duty will be reimbursed for the difference between the amount paid for serving on the jury and the employee's regular salary during the period of service. To the extent possible, employees will be expected to report or otherwise perform their regular duties when temporarily excused from attending court.

Religious Leave. Persons absent for religious observance may exchange a maximum of two (2) days of sick leave per year for religious absence under the following conditions:

- a. For religious observance of a sacred holiday as specified by the religion.
- b. Such observance cannot take place outside of the normal work day.
- c. The employee must obtain permission from his/her supervising administrator to take Religious leave on a given day.

Other Types of Leave. To the extent required by law, the District will grant other types of leave. In addition, the School Board may, in its discretion, grant additional types of leave that are not required by law.

Sick Leave Credit. If an employee is enrolled in the district's group insurance plan and has at least five (5) sick days available from the previous fiscal year, at the beginning of each fiscal year, five (5) sick days will be converted to the equivalent of five (5) days of the employee's daily rate of pay and contributed into the employee's HRA account.

Expense Reimbursement. Employees may be given time to participate in professional conferences and seminars, and will be reimbursed for reasonable expenses associated with attending such conferences and seminars, provided that the conference or seminar was approved in advance by the supervising administrator or the Superintendent. To obtain reimbursement, employees must submit the required forms in accordance with School Board policy.

Tuition Reimbursement. Employees are eligible for up to one thousand dollars (\$1,000) in tuition reimbursement per school year for graduate coursework that is germane to their assignment and benefits the District. All coursework must be preapproved by the Executive Director of Administrative Services. All employees must submit appropriate documentation to the District showing that the employee earned a grade of B or higher, or a passing grade in a pass/fail system, in order to be eligible for tuition reimbursement.

Flexible Benefit Plan. The District has established a Flexible Benefit Plan under IRS Code 125. Regulations and procedures are available in the Human Resources Office. A School Board policy and accompanying regulations have been developed and will be updated annually to comply with IRS Regulations.

Matching Contribution Eligibility. Employees may participate in a tax- sheltered annuity (TSA) pursuant to United States Public Law No. 87-370, Minnesota Statutes section 123B.02, subdivision 15, and School District policy. To the extent permitted by federal and state law, including Minnesota Statutes section 356.24, the District will match up to \$3,750 per year to an approved Minnesota deferred compensation program. After successfully completing one fiscal year of employment, the District will match up to \$4,250 per year for employees. Part-time employees will receive a pro-rated contribution to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1.

- a. **Employees on Leave.** An employee on an unpaid leave of absence is not eligible to participate in the plan.
- b. **Plan Year Begins July 1.** The annual year for the School District contributions is July 1 through June 30. Changes in District matching amounts must occur on July 1 of each year.
- c. **Employee Application.** Employees must apply to participate in the eligible TSA plan by July 1 for upcoming school year. Once an eligible employee elects to participate in the TSA investment program, the election will remain in effect for that school year and for each subsequent year unless modified by the employee.
- d. **Compliance with Federal and State Laws.** The plan is subject to applicable code provisions of the Minnesota Statutes, IRS Code Section 403(b).
- e. **Enrollment Limited to Participating Companies.** Tax sheltered annuity purchases will be limited to companies approved by the District.

Independent School District No. 191 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, or age.

**2023-2025 GENERAL TERMS AND CONDITIONS OF EMPLOYMENT:
UNAFFILIATED SPECIALISTS TIER III**

Purpose. This policy outlines the general terms and conditions of employment for unaffiliated specialists employees (“employee” or “employees”) of Independent School District No. 191, Burnsville (“District” or “School Board”). This policy does not create an express or implied contract between any employee and the District. The School Board may modify this policy at any time, without prior notice, as the Board sees fit. The terms and conditions in this policy will remain in effect until the Board modifies this policy.

Unaffiliated Employees. For purposes of this policy, individuals holding any of the following positions are deemed to be “unaffiliated specialists employees”:

- Tier III:
- a) Behavior Analyst (Certified), Dean (w/Admin License only), Registered Nurse (RN), Alcohol & Drug Counselor
 - b) Behavior Specialist (Non-Certified), Dean (Non-Licensed), Licensed Practical Nurse (LPN), Speech Language Assistant, Specialist of American Indian Culture
 - c) CE Associates, Registered Behavioral Technician

At-Will Employment. The employees covered by this policy are employed on an at-will basis regardless of any statements, representations, procedures, or other policies that may be made or promulgated by the District or its agents or representatives. As a result, the District may discipline or discharge an employee as the District sees fit and for any reason that is not unlawful. The District is not required to show cause when disciplining or discharging an employee. Employees may resign from the District at any time and for any reason. This paragraph does not apply to any employee who is required to hold a license from the Minnesota Department of Education or the Minnesota Board of Teaching.

Performance of Duties. Employees must faithfully perform, at a professional level of competence, the services and duties prescribed by the District, regardless of whether such duties are specifically described in this policy, in a job description, in a notice of assignment, or in another document. Prompt and regular attendance is an essential function of each employee’s job. Employees must also comply with all lawful directives issued by the Superintendent or by any other individual with supervisory authority. In addition, employees must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District. Employees may not, directly or indirectly, engage or participate in any action or conduct which conflicts in any respect with the interests of the District. Toward that end, employees may not engage or participate in any action or conduct that is inconsistent with their job duties, the basic educational mission of the District, or the desired image of the District.

Notice of Assignment. The District will give each employee an annual notice of assignment containing additional information about the employee’s position, including the following:
(1) the employee’s annual salary or hourly wage; (2) the number of duty days required of the position; and (3) whether the position is “exempt” or “non-exempt” under the Fair Labor Standards Act.

- a. **Basic duty day.** The basic duty day for most full-time employees will be eight hours in length, but employees in an exempt position are expected to work the number of hours necessary to perform their job duties and to meet the professional expectations of their job. Employees are paid based only upon the number of duty days they work. Additional duty days may be approved by the Superintendent. Unauthorized additional duty days will not be compensated.
- b. **Overtime.** Hours worked beyond a forty-hour workweek will not constitute overtime and will not result in any overtime pay or any other form of additional compensation for employees who hold an exempt position under the FLSA. Employees who hold a non-exempt position will receive one and one-half (1.5) times their regular rate of pay for all time worked in excess of forty (40) hours per week. Non-Duty days and paid holiday hours will not be counted as hours worked when determining overtime obligations in a given week. Beyond the basic duty day, all employees may be required to attend and participate in meetings and school-sponsored events and activities.
- c. **Modification of assignment.** The Superintendent may reassign an employee or modify an employee's assignment at any time and for any reason. In addition, the Superintendent may modify an existing job description for an employee's position or create a new job description at any time.

Individual Contracts. In accordance with Minnesota law, the District will issue an individual contract to each employee who is required to hold a license from the Minnesota Department of Education or the Minnesota Board of Teaching.

Full-Time Employment. For purposes of this policy, a "full-time" employee is one who is assigned to work at least 1450 hours per year according to the notice of assignment issued by the District.

Step Placement/Advancement.

- a. New hires or employees who are assigned to a different position shall be placed at an initial step level, as determined by the School District, based on the employee's background and experience.
- b. Employees shall be eligible for step advancement, as determined by the School District, based on assessment of the employee's performance and completion of 1104 hours worked. Step advancement shall be determined on July 1 of each fiscal year. Employees hired prior to January 1 shall be eligible for step advancement on July 1. Employees hired after January 1 shall not be eligible for step advancement until July 1 of the following calendar year.

Compensation. The Board will determine the compensation range of each employee covered by this policy. For the 2023-2025 school years, the Superintendent will use the following ranges as a guide when determining the compensation of each employee:

2023.2024	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3	Step 4
III (a&b)	IIIa No BA	Behavior Analyst (Certified), Dean (w/Admin License only), Registered Nurse (RN), Alcohol & Drug Counselor	\$60,000	\$65,000	\$70,000	\$73,000
	IIIa BA		\$75,000	\$80,000	\$85,000	\$88,000
	IIIa MA+		\$79,000	\$84,000	\$89,000	\$92,000
	IIIb No BA	Behavior Specialist (Non-Certified), Dean (Non-Licensed), Licensed Practical Nurse (LPN), Speech Language Assistant, Specialist of American Indian Culture	\$45,000	\$50,000	\$55,000	\$60,000
	IIIb BA		\$60,000	\$65,000	\$70,000	\$73,000
	IIIb MA+		\$64,000	\$69,000	\$74,000	\$77,000

2024.2025	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3	Step 4
III (a&b)	IIIa No BA	Behavior Analyst (Certified), Dean (w/Admin License only), Registered Nurse (RN), Alcohol & Drug Counselor	\$60,000	\$65,000	\$70,000	\$73,000
	IIIa BA		\$75,000	\$80,000	\$85,000	\$88,000
	IIIa MA+		\$79,000	\$84,000	\$89,000	\$92,000
	IIIb No BA	Behavior Specialist (Non-Certified), Dean (Non-Licensed), Licensed Practical Nurse (LPN), Speech Language Assistant, Specialist of American Indian Culture	\$46,800	\$52,000	\$57,200	\$62,400
	IIIb BA		\$62,400	\$67,600	\$72,800	\$76,000
	IIIb MA+		\$66,600	\$71,800	\$77,000	\$80,100

2023.2024	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3	Step 4
IIIC						
	No BA	Registered Behavioral Technicians	\$ 22.00	\$ 23.00	\$ 24.50	\$ 27.50
	BA+		\$ 23.00	\$ 24.00	\$ 25.50	\$ 28.50

2024.2025	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3	Step 4
IIIC	No BA	CE Associates	\$ 20.20	\$ 20.75	\$ 21.60	\$ 23.00
	BA+		\$ 21.20	\$ 21.75	\$ 22.60	\$ 24.00
	No BA	Registered Behavioral Technicians	\$ 22.90	\$ 23.95	\$ 25.50	\$ 28.60
	BA+		\$ 23.90	\$ 24.95	\$ 26.50	\$ 29.60

Additional Compensation. If the Board or the Superintendent requires a Tier III employee to work more duty days than the number identified in the employee’s notice of assignment (e.g. summer school or special projects), the employee will be paid for the additional duty days at the employee’s daily rate of pay or hourly rate of pay, as applicable. A Tier III employee who has earned a Masters Degree from an accredited college or university will annually receive a one thousand (\$1,000) stipend above the base salary, if the Board determines that the degree relates to the employee’s position with the District.

Career Compensation. An employee is eligible for career compensation after completing the appropriate years of service in an Unaffiliated position. Career compensation amounts will be pro-rated for positions that work less than full-time. Career compensation is considered a part of an employee’s daily rate of pay. Effective July 1, 2021, the following career compensation amounts apply:

- A. \$1,000 total in the 5th year of employment under Unaffiliated III(a&b) Terms and Conditions of Employment.
- B. \$2,500 total in the 10th year of employment under Unaffiliated III(a&b) Terms and Conditions of Employment.

- C. An additional \$.50 per hour above the base hourly rate in the 5th year of employment under Unaffiliated III(c) Terms and Conditions of Employment.
- D. An additional \$1.50 per hour above the base hourly rate in the 10th year of employment under Unaffiliated III(c) Terms and Conditions of Employment.

Daily and Hourly Rate of Pay. In the event the District needs to determine a daily rate of pay for a Tier IIIa employee, the employee's annual salary will be divided by the number of duty days assigned to the employee. In the event the District needs to determine an hourly rate of pay for a full-time Tier IIIa employee, the employee's daily rate of pay will be divided by eight hours.

Holidays. In the absence of an emergency or a change in the school calendar, employees are not expected to work on the following holidays:

- | | |
|-----------------------|------------------------------|
| 1. New Year's Eve Day | 7. Thanksgiving Day |
| 2. New Year's Day | 8. Day after Thanksgiving |
| 3. Memorial Day | 9. Christmas Eve Day |
| 4. Juneteenth | 10. Christmas Day |
| 5. Independence Day | 11. One (1) Floating Holiday |
| 6. Labor Day | |

Insurance Benefits. As described below, the District will contribute toward the cost of the premium for certain types of insurance for full-time employees who otherwise qualify for and enroll in the insurance policy, plan, or program. The District will select the insurance policies, plans, and programs. To the extent permitted by law, upon separating from employment with the District a former employee may continue to participate in a group health insurance plan, but such participation will be at the former employee's sole expense.

- a. **Single Health and Hospitalization Insurance.** The District will contribute an amount equal to 95% of the composite premium for an employee who enrolls the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- b. **Dependent Health and Hospitalization Insurance.** The District will contribute an amount equal to 83% of the composite premium for an employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- c. **Both Spouses Employed.** If an employee and their spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.

- d. **Dental Insurance.** The District will pay 100% of the premium for single or dependent coverage for a full-time employee who elects to participate in the District's group dental plan.
- e. **Group Term Life Insurance.** The District will pay 100% of the premium for a group term life insurance policy with a death benefit of fifty thousand dollars (\$50,000) for each full-time employee who qualifies for life insurance. Tier III employees may purchase additional coverage up to \$100,000 at their own expense and at such rates and limitations as are provided by the carrier and the District.
- f. **Long-Term Disability (LTD) Insurance.** The District will make an LTD insurance plan available for full-time employees who desire to participate in the plan. Employees eligible to participate in the LTD plan are responsible for paying 100% of the premium taxes through payroll deduction.
- g. **Disclaimer.** No claim or cause of action may be brought against the District for any claim that is not covered or paid by insurance. The District is not insuring or guaranteeing that any particular claim will be paid or covered by any insurance policy, plan, or program, or that any specific amount will be paid out under any policy, plan, or program. Any description of insurance benefits in this policy is intended to be general and informational only and is subject to change in the discretion of the School Board. The eligibility of any particular employee and the employee's dependent(s) is governed by the terms of the actual insurance policy, plan, or program. The District's only obligation is to make the premium contributions that are identified in this policy, as it currently is written or as amended at any time in the future, for full-time employees who otherwise qualify for and enroll in the particular insurance plan or program.

Sick Leave. Each full-time employee will earn sick leave at the rate of twelve (12) days per school year and may accumulate a maximum of 300 days of sick leave. Part-time employees will earn sick leave on a prorated basis. An employee's use of sick leave is subject to the following conditions:

- a. The Superintendent may allow an employee to use up to five days of annual sick leave in advance of the monthly accrual, but the advance of sick leave will be deducted from subsequent accrual in that year. Any absences due to illness that are in excess of the employee's accumulated sick leave and annual accrual will be without pay. Sick leave may not be used to conduct personal business.
- b. Employees can use their earned sick time for the employee's mental or physical illness, treatment or preventive care; a family member's mental or physical illness, treatment or preventive care; absence due to domestic abuse, sexual assault or stalking of the employee or a family member; closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and when determined

by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.

- c. Family members are defined as their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent); their spouse or registered domestic partner; their sibling, stepsibling or foster sibling; their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child; their grandchild, foster grandchild or step-grandchild; their grandparent or step-grandparent; a child of a sibling of the employee; a sibling of the parents of the employee; a child-in-law or sibling-in-law; any of the family members listed above of an employee's spouse or registered domestic partner; any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and up to one individual annually designated by the employee.
- d. The total number of sick time accrued and available for use, as well as the total number of earned sick hours used shall be available to employees via the current online payroll system, i.e. Skyward.
- e. If the employee reports being absent due to illness or serious health condition, the District may require the employee to provide a certification from a qualified physician stating that the absence was due to an illness or a serious health condition. The District will make the final determination as to whether the employee is entitled to receive sick leave for a given absence.
- f. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of accumulated sick leave.

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

Personal Leave. An employee may take paid personal leave each school year according to the table below. The employee must obtain permission from their supervising administrator to take personal leave on a given day. The Superintendent or the supervising administrator may deny any request for personal leave at a given time based upon the Superintendent's or administrator's assessment of the needs of the District. Days of personal leave do not accumulate and will be forfeited if they are not used. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of personal leave.

Annual Assigned Hours Thresholds	Personal Days Earned per Threshold Level	Maximum Annual Personal Days
1450 hours	3	3
1600 hours	2	5
1750 hours	5	10
Less than 1450	Prorated based on annual hours / 1450	< 3 days

Jury Duty. An employee who is called for jury duty will be reimbursed for the difference between the amount paid for serving on the jury and the employee's regular salary during the period of service. To the extent possible, employees will be expected to report or otherwise perform their regular duties when temporarily excused from attending court.

Religious Leave. Persons absent for religious observance may exchange a maximum of two (2) days of sick leave per year for religious absence under the following conditions:

- a. For religious observance of a sacred holiday as specified by the religion.
- b. Such observance cannot take place outside of the normal work day.
- c. The employee must obtain permission from their supervising administrator to take Religious leave on a given day.

Other Types of Leave. To the extent required by law, the District will grant other types of leave. In addition, the School Board may, in its discretion, grant additional types of leave that are not required by law.

Sick Leave Credit. If an employee is enrolled in the district's group insurance plan and has at least five (5) sick days available from the previous fiscal year, at the beginning of each fiscal year, five (5) sick days will be converted to the equivalent of five (5) days of the employee's daily rate of pay and contributed into the employee's HRA account.

Expense Reimbursement. The District will reimburse employees for mileage and reasonable expenses of job related activities. Employees may be given time to participate in professional conferences and seminars, and will be reimbursed for reasonable expenses associated with attending such conferences and seminars, provided that the conference or seminar was approved in advance by the supervising administrator or the Superintendent. To obtain reimbursement, employees must submit the required forms in accordance with School Board policy.

Tuition Reimbursement. Tier III employees are eligible for up to one thousand dollars (\$1,000) in tuition reimbursement per school year for graduate coursework that is germane to their assignment and benefits the District. All coursework must be preapproved by the Executive Director of Human Resources. All employees must submit appropriate documentation to the District showing that the employee earned a grade of B or higher, or a passing grade in a pass/fail system, in order to be eligible for tuition reimbursement. Tier III employees who hold a BA are eligible for up to five thousand

dollars (\$5,000) in tuition reimbursement per school year for coursework towards a teaching license in a MN state approved graduate program.

Flexible Benefit Plan. The District has established a Flexible Benefit Plan under IRS Code 125. Regulations and procedures are available in the Human Resources Office. A School Board policy and accompanying regulations have been developed and will be updated annually to comply with IRS Regulations.

Matching Contribution Eligibility. Employees may participate in a tax- sheltered annuity (TSA) pursuant to United States Public Law No. 87-370, Minnesota Statutes section 123B.02, subdivision 15, and School District policy. To the extent permitted by federal and state law, including Minnesota Statutes section 356.24, the District will match up to \$2,500 per year to an approved Minnesota deferred compensation program for an employee who is in their first year of employment with the District. After the employee has completed one year of service, the District will match up to \$3,750 per year to an approved Minnesota deferred compensation program.

- a. **Employees on Leave.** An employee on an unpaid leave of absence is not eligible to participate in the plan.
- b. **Plan Year Begins July 1.** The annual year for the School District contributions is July 1 through June 30. Changes in District matching amounts must occur on July 1 of each year.
- c. **Employee Application.** Employees must apply to participate in the eligible TSA plan by July 1 for upcoming school year. Once an eligible employee elects to participate in the TSA investment program, the election will remain in effect for that school year and for each subsequent year unless modified by the employee.
- d. **Compliance with Federal and State Laws.** The plan is subject to applicable code provisions of the Minnesota Statutes, IRS Code Section 403(b).
- e. **Enrollment Limited to Participating Companies.** Tax sheltered annuity purchases will be limited to companies approved by the District.

Independent School District No. 191 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, or age.



**Agenda IV.B.15.
August 8, 2024**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Stacey Sovine, executive director of administrative services

Date: August 8, 2024

Re: Proposed adoption of the Terms and conditions of Employment for Confidential Employees of Independent School District 191

Recommendation: That the Board of Education Approve the Proposed Revisions and Re-adopt the unchanged language in the 2023-2025 Terms and Conditions of the Employment for the Confidential Employees of Independent School District 191.

There are 5 Confidential employees. These Terms are reviewed and updated on a bi-annual basis. Positions under these Terms are considered At-Will unless a State License is specifically required under statute. Employees under the Terms receive salary packages in alignment with comparable positions in other units and comply under State Pay Equity regulations.

Economic terms include:

Total

- Moved from range of minimum-maximum to schedule with three steps
- Include education component in schedule
- Added longevity increment at 15 years
- Updated bereavement, sick, and holiday language
- Removed dated language
- Increase to 403(b) contribution
- Two-year increased cost \$96,000. MSBA 12.33%

**2023-2025 GENERAL TERMS AND CONDITIONS OF EMPLOYMENT:
CONFIDENTIAL EMPLOYEES**

Purpose. This policy outlines the general terms and conditions of employment for confidential employees (“employee” or “employees”) of Independent School District No. 191, Burnsville (“District” or “School Board”). This policy does not create an express or implied contract between any employee and the District. The School Board may modify this policy at any time, without prior notice, as the Board sees fit. The terms and conditions in this policy will remain in effect until the Board modifies this policy.

Confidential Employees. For purposes of this policy, individuals holding any of the following positions are deemed to be “confidential employees”:

- Tier I: Exec. Admin. Assistant, Payroll Supervisor
- Tier II: HR Labor Relations Manager, Compliance Coordinator
- Tier III: HR Employment Specialist

At-Will Employment. The employees covered by this policy are employed on an at-will basis regardless of any statements, representations, procedures, or other policies that may be made or promulgated by the District or its agents or representatives. As a result, the District may discipline or discharge an employee as the District sees fit and for any reason that is not unlawful. The District is not required to show cause when disciplining or discharging an employee. Employees may resign from the District at any time and for any reason. This paragraph does not apply to any employee who is required to hold a license from the Minnesota Department of Education or the Minnesota Board of Teaching.

Performance of Duties. Employees must faithfully perform, at a professional level of competence, the services and duties prescribed by the District, regardless of whether such duties are specifically described in this policy, in a job description, in a notice of assignment, or in another document. Prompt and regular attendance is an essential function of each employee’s job. Employees must also comply with all lawful directives issued by the Superintendent or by any other individual with supervisory authority. In addition, employees must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District. Employees may not, directly or indirectly, engage or participate in any action or conduct that conflicts in any respect with the interests of the District. Toward that end, employees may not engage or participate in any action or conduct that is inconsistent with their job duties, the basic educational mission of the District, or the desired image of the District.

Notice of Assignment. The District will give each employee an annual notice of assignment containing additional information about the employee’s position, including the following: (1) the employee’s annual salary or hourly wage; (2) the number of duty days required of the position; and (3) whether the position is “exempt” or “non-exempt” under the Fair Labor Standards Act. The District will give each employee an annual notice of assignment containing additional information about the employee’s position, including the following:

(1) the employee's annual salary; (2) the number of duty days for purposes of daily rate of pay calculations; and (3) whether the position is "exempt" or "non-exempt" under the Fair Labor Standards Act. The employee's duty year will be twelve months in length, (July 1 to June 30).

- a. **Basic duty day.** The basic duty day for most full-time employees will be eight hours in length, but employees in an exempt position are expected to work the number of hours necessary to perform their job duties and to meet the professional expectations of their job. Employees are paid based only upon the number of duty days they work. Additional duty days may be approved by the Superintendent. Unauthorized additional duty days will not be compensated.
- b. **Overtime.** Hours worked beyond a forty-hour workweek will not constitute overtime and will not result in any overtime pay or any other form of additional compensation for employees who hold an exempt position under the FLSA. Employees who hold a non-exempt position will receive one and one-half (1.5) times their regular rate of pay for all time worked in excess of forty (40) hours per week. Non-Duty days and paid holiday hours will not be counted as hours worked when determining overtime obligations in a given week. Beyond the basic duty day, all employees may be required to attend and participate in meetings and school-sponsored events and activities.
- c. **Modification of assignment.** The Superintendent may reassign an employee or modify an employee's assignment at any time and for any reason. In addition, the Superintendent may modify an existing job description for an employee's position or create a new job description at any time.

Individual Contracts. In accordance with Minnesota law, the District will issue an individual contract to each employee who is required to hold a license from the Minnesota Department of Education or the Minnesota Board of Teaching.

Full-Time Employment. For purposes of this policy, a "full-time" employee is one who is assigned to work at least 1450 hours per year according to the notice of assignment issued by the District.

Vacation. ~~Employees that are assigned more than 200 duty days will receive vacation equivalent to the difference between the assigned duty days and calendar work days per year. The Calendar work days may not be more than 262 days and not fewer than 260 days.~~ Full-time employees shall earn vacation equivalent to 2.5 days per month worked to be allocated at the beginning of the fiscal year. Part-time employees will have the amount prorated. Unused vacation time expires at the end of the fiscal year and may not carryover. Unused vacation time expires at the end of the fiscal year and may not carryover. If an employee leaves employment prior to the end of the fiscal year, vacation time will not be paid out and has no value.

Compensation. The Board will determine the compensation of each employee covered by this policy. For the 2023-2025 school years, the Board will use the following ranges as a guide when determining the compensation of each employee:

2023.2024	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3
	I No BA	Exec. Admin. Assistant, Payroll Supervisor	\$70,300	\$79,900	\$89,600
	I BA		\$72,300	\$81,900	\$91,600
	II No BA	HR Labor Relations Manager, Compliance Coordinator	\$67,200	\$76,300	\$85,400
	II BA		\$69,200	\$78,300	\$87,400
	III No BA	HR Employment Specialist	\$51,600	\$59,100	\$66,700
	III BA		\$53,600	\$61,100	\$68,700
2024.2025	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3
	I No BA	Exec. Admin. Assistant, Payroll Supervisor	\$73,200	\$83,200	\$93,300
	I BA		\$75,200	\$85,200	\$95,300
	II No BA	HR Labor Relations Manager, Compliance Coordinator	\$70,000	\$79,500	\$89,000
	II BA		\$72,000	\$81,500	\$91,000
	III No BA	HR Employment Specialist	\$53,800	\$61,600	\$69,500
	III BA		\$55,800	\$63,600	\$71,500

Additional Compensation. Effective July 1, 2021, employees who have completed 5 years of service in the district will receive a stipend of \$1,000. Employees who have completed 10 years of service will receive a stipend of \$2,500. Employees who have completed 15 years of service will receive a stipend of \$5,000.

Daily and Hourly Rate of Pay. In the event the District needs to determine a daily rate of pay for an employee, the employee’s annual salary will be divided by the number of duty days assigned to the employee. In the event the District needs to determine an hourly rate of pay for an employee, the employee’s daily rate of pay will be divided by eight hours.

Holidays. In the absence of an emergency or a change in the school calendar, employees are not expected to work on the following holidays:

1. New Year’s Eve Day
2. New Year’s Day
3. Memorial Day
4. Juneteenth
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Eve Day
10. Christmas Day
11. One (1) Floating Holiday

Insurance Benefits. As described below, the District will contribute toward the cost of the premium for certain types of insurance for full-time employees who otherwise qualify for and enroll in the insurance policy, plan, or program. The District will select the insurance policies, plans, and programs. To the extent permitted by law, upon separating from employment with the District a former employee may continue to participate in a group health insurance plan, but such participation will be at the former employee’s sole expense.

- a. **Single Health and Hospitalization Insurance.** The District will contribute an amount equal to 95% of the composite premium for an employee who enrolls the single plan.

The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.

- b. **Dependent Health and Hospitalization Insurance.** The District will contribute an amount equal to 83% of the composite premium for an employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- c. **Both Spouses Employed.** If an employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.
- d. **Dental Insurance.** The District will pay 100% of the premium for single toward single or dependent coverage for a full-time employee who elects to participate in the District's group dental plan.
- e. **Group Term Life Insurance.** The District will pay 100% of the premium for a group term life insurance policy with a death benefit of fifty thousand dollars (\$50,000) for each full-time employee who qualifies for life insurance.
- f. **Long-Term Disability (LTD) Insurance.** Income Protection coverage will be provided each employee at District expense. Disability pay will be governed by the policy in effect. After a confidential employee has been ill or disabled for more than thirty (30) consecutive days, the employee may use sick leave on a fractional basis, together with the income protection plan to equal full salary for an additional sixty (60) days. Maximum of (20) full sick days per illness may be used in this manner, provided the employee has sufficient accumulated days.
- g. **Disclaimer.** No claim or cause of action may be brought against the District for any claim that is not covered or paid by insurance. The District is not insuring or guaranteeing that any particular claim will be paid or covered by any insurance policy, plan, or program, or that any specific amount will be paid out under any policy, plan, or program. Any description of insurance benefits in this policy is intended to be general and informational only and is subject to change in the discretion of the School Board. The eligibility any particular employee and the employee's dependent(s) is governed by the terms of the actual insurance policy, plan, or program. The District's only obligation is to make the premium contributions that are identified in this policy, as it currently is written or as amended at any time in the future, for full-time employees who otherwise qualify for and enroll in the particular insurance plan or program.

Sick Leave. Each full-time employee will earn sick leave at the rate of twelve (12) days per school year and may accumulate a maximum of 150 days of sick leave. Part-time employees will earn sick leave on a prorated basis. An employee's use of sick leave is subject to the following conditions:

- a. The Superintendent may allow an employee to use up to five days of annual sick leave in advance of the monthly accrual, but the advance of sick leave will be deducted from subsequent accrual in that year. Any absences due to illness that are in excess of the employee's accumulated sick leave and annual accrual will be without pay. Sick leave may not be used to conduct personal business.
- b. ~~An employee may use accumulated sick leave whenever he/she is absent due to illness or a serious health condition that prevents his/her attendance or the performance of his/her job duties; to care for a sick or injured child who is eighteen years of age or younger; and for any other reason expressly permitted by state or federal law. An employee may use up to five (5) days of accumulated sick leave to care for a spouse who is suffering from an illness or serious health condition. In addition, an employee may use up to one (1) day of accumulated sick leave per school year to attend the funeral of an individual who is not in the employee's immediate family. Sick leave may not be used to conduct personal business.~~ Employees can use their earned sick time for the employee's mental or physical illness, treatment or preventive care; a family member's mental or physical illness, treatment or preventive care; absence due to domestic abuse, sexual assault or stalking of the employee or a family member; closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.
- c. ~~If the employee reports being absent due to illness or serious health condition, the District may require the employee to provide a certification from a qualified physician stating that the absence was due to an illness or a serious health condition. The District will make the final determination as to whether the employee is entitled to receive sick leave for a given absence. Family members are defined as their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent); their spouse or registered domestic partner; their sibling, stepsibling or foster sibling; their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child; their grandchild, foster grandchild or step-grandchild; their grandparent or step-grandparent; a child of a sibling of the employee; a sibling of the parents of the employee; a child-in-law or sibling-in-law; any of the family members listed above of an employee's spouse or registered domestic partner; any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and up to one individual annually designated by the employee.~~

- d. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of accumulated sick leave.
- e. At the beginning of each fiscal year, (3 5) sick days will be converted to the equivalent of (3 5) days of the employee's daily rate of pay and contributed into the employee's HRA account.
- f. The total number of sick time accrued and available for use, as well as the total number of earned sick hours used shall be available to employees via the current online payroll system, i.e. Skyward.

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

Personal Leave. An employee may take up to three (3) days of paid personal leave each school year. The employee must obtain permission from his/her supervising administrator to take personal leave on a given day. The Superintendent or the supervising administrator may deny any request for personal leave at a given time based upon the Superintendent's or administrator's assessment of the needs of the District. Days of personal leave do not accumulate and will be forfeited if they are not used. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of personal leave.

Jury Duty. An employee who is called for jury duty will be reimbursed for the difference between the amount paid for serving on the jury and the employee's regular salary during the period of service. To the extent possible, employees will be expected to report or otherwise perform their regular duties when temporarily excused from attending court.

Other Types of Leave. To the extent required by law, the District will grant other types of leave. In addition, the School Board may, in its discretion, grant additional types of leave that are not required by law.

Expense Reimbursement. The District will reimburse employees for mileage and reasonable expenses of job related activities. Employees may be given time to participate in professional conferences and seminars, and will be reimbursed for reasonable expenses associated with attending such conferences and seminars, provided that the conference or seminar was approved in advance by the supervising administrator or the Superintendent. To obtain reimbursement, employees must submit the required forms in accordance with School Board policy.

Tuition Reimbursement. Employees are eligible for up to one thousand dollars (\$1,000) in tuition reimbursement per school year for post-graduate coursework that is germane to their assignment and benefits the District. All coursework must be preapproved by the Executive Director of Human Resources. All employees must submit appropriate documentation to the District showing that the employee earned a grade of B or higher, or a passing grade in a pass/fail system, in order to be eligible for tuition reimbursement.

Flexible Benefit Plan. The District has established a Flexible Benefit Plan under IRS Code 125. Regulations and procedures are available in the Human Resources Office. A School Board policy and accompanying regulations have been developed and will be updated annually to comply with IRS Regulations.

Matching Contribution Eligibility. Employees may participate in a tax- sheltered annuity pursuant to United States Public Law No. 87-370, Minnesota Statutes section 123B.02, subdivision 15, and School District policy. To the extent permitted by federal and state law, including Minnesota Statutes section 356.24, the District will match up to \$2,250 per year to an approved Minnesota deferred compensation program for an employee who is in his/her first year of employment with the District. After the employee has completed one year of service, the District will match up to \$3,000 per year to an approved Minnesota deferred compensation program. Part-time employees will receive a pro-rated contribution to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1.

Effective July 1, 2024, employees may participate in a tax- sheltered annuity pursuant to United States Public Law No. 87-370, Minnesota Statutes section 123B.02, subdivision 15, and School District policy. To the extent permitted by federal and state law, including Minnesota Statutes section 356.24, the District will match up to \$2,750 per year to an approved Minnesota deferred compensation program for an employee who is in his/her first year of employment with the District. After the employee has completed one year of service, the District will match up to \$3,750 per year to an approved Minnesota deferred compensation program. Part-time employees will receive a pro-rated contribution to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1.

- a. **Employees on Leave.** An employee on an unpaid leave of absence is not eligible to participate in the plan.
- b. **Plan Year Begins July 1.** The annual year for the School District contributions is July 1 through June 30. Changes in District matching amounts must occur on July 1 of each year.
- c. **Employee Application.** Employees must apply to participate in the eligible TSA plan by July 1 for upcoming school year. Once an eligible employee elects to participate in the TSA investment program, the election will remain in effect for that school year and for each subsequent year unless modified by the employee.

- d. **Compliance with Federal and State Laws.** The plan is subject to applicable code provisions of the Minnesota Statutes, IRS Code Section 403(b).
- e. **Enrollment Limited to Participating Companies.** Tax sheltered annuity purchases will be limited to companies approved by the District.
- f. **Maximum District Contribution.** The amount the District contributes to an employee's matching TSA plan may not exceed thirty thousand dollars (\$30,000) during the employee's entire period of employment with the District.

Independent School District No. 191 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, or age.

**Agenda V.A.
August 8, 2024**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Stacey Sovine, executive director of administrative services

Date: August 8, 2024

Re: Review programming and staffing retention priorities for the 2025-2026 School Year

PROGRAMMING PRIORITIES AND STAFFING RETENTION PROTECTIONS	QUALIFYING CRITERIA
Retain the staff, at their 2024-2025 total FTE, who teach Chef 2, Chef 3, and Hospitality Internship (Culinary Pathway) courses that are approved by the site administrator for the 2025-2026 school year schedule.	Current MN teaching license, vocational license, SafeSchools certified, ProStart trained, credentialed by partnering post-secondary institution for the 2025-2026 school year schedule.
Retain the staff, at their 2024-2025 total FTE, who teach Project Lead the Way (PLTW + Engineering Pathway) courses that are approved by the site administrator for the 2025-2026 school year schedule.	Current MN teaching license in the areas under STEM and specialized PLTW certification for the 2025-2026 school year schedule.
Retain the staff, at their 2024-2025 total FTE, who teach Concurrent Enrollment courses that are approved by the site administrator for the 2025-2026 school year schedule.	Current MN teaching license, additional post-graduate education, and credentialed by partnering post-secondary institution for the 2025-2026 school year schedule.
Retain the staff, at their 2024-2025 total FTE, who teach Healthcare Core, Nursing Assistant, and EMT (Healthcare Pathway) courses that are approved by the site administrator for the 2025-2026 school year schedule.	Current MN teaching license, meet all requirements of MDE and MDH, and credentialed by partnering post-secondary institution for the 2025-2026 school year schedule.
Retain the staff, at their 2024-2025 total FTE, who teach CTE Eligible courses that are approved by the site administrator for the 2025-2026 school year schedule.	Current MN teaching license and CTE license for the 2025-2026 school year schedule.
Retain the staff, at their 2024-2025 total FTE, who teach Education Pathway courses that are approved by the site administrator for the 2025-2026 school year schedule.	Current MN teaching license, post-graduate coursework, training in the Pathways2Teaching program with Dr. Bianco through University of Colorado - Denver, credentialed by partnering post-secondary institution for the 2025-2026 school year schedule.
Retain the staff, at their 2024-2025 total FTE, who teach AP Computer Science, Mobile CS Principles, AP Mobile CS Principles, Computer Applications (IT Pathway) courses that are approved by the site administrator for the 2025-2026 school year schedule.	Current MN teaching license and documented training in the specific area of computer science and programming, credentialed by partnering post-secondary institution for the 2025-2026 school year schedule.
Retain the staff, at their 2024-2025 total FTE, who teach Welding/Autobody, Intro to Consumer Auto, Advanced Auto/Vehicle Services (Automotive Pathway) courses that are approved by the site administrator for the 2025-2026 school year schedule.	Current MN teaching license and specific training, Automotive Service Excellence (ASE) certified, credentialed by partnering post-secondary institution for the 2025-2026 school year schedule.

<p>Retain the staff, at their 2024-2025 total FTE, who teach Construction Trades I and II (Construction Pathway) courses that are approved by the site administrator for the 2025-2026 school year schedule.</p>	<p>Current MN teaching license and credentialed by partnering post-secondary institution for the 2025-2026 school year schedule. ²³⁸</p>
<p>Retain the staff, at their 2024-2025 total FTE, who are TOSA's identified as Deans that are approved by the site administrator for the 2025-2026 school year staffing.</p>	<p>Current MN K-12 Principal or Secondary Principal license and 3 years of building level Dean experience during the 2025-2026 school year schedule.</p>



**Agenda V.B.
August 8, 2024**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Eric Miller, board chair

Date: August 8, 2024

Re: Review Board Planning Document

	July	August	September	October	November	December	January	February	March	April	May	June
Board Development: Goal setting and self-eval		1) MSBA Summer Seminar (Twin Cities). 2) Retreat: board development. (e.g. CPSS, Strategic Plan review, ice breaking exercises, Teamworks, etc.) MSBA Phase I & II Training	In odd years: Contract with and schedule a date in Nov/December with MSBA in odd years to complete full BOE self eval. In even years: contact MSBA to schedule completion of MSBA's simple online survey.		1) Review Board Goals 2) In odd years, complete full BOE self eval with MSBA. In even years, complete MSBA simple online survey and receive report back for review.	Odd years: retreat with MSBA to review BOE self eval. Even years: BOE retreat to review BOE self eval report generated by MSBA's simple online survey. MSBA Phase I & II Training (virtual)	MSBA Leadership Conference and Phase Trainings. Minneapolis.	1) MSBA Officer Training (Chair, Vice Chair, Clerk) COSSBA Conference	COSSBA Conference held in March for 2026		Work Session: set 3-4 goals for the coming year (prior to sup eval closed session). Goals aligned to Strategic Plan.	Board meeting: review and establish board goals.
Sup evaluation		Retreat: Vice chair leads review sup eval tool and final sup goals in preparation for the upcoming eval cycle		Work Session: Finalize changes to sup eval tool.		Superintendent Mid-Year Evaluation Closed Session	Superintendent Mid-Year Evaluation Closed Session (if not held in December) Was held in second meeting of January for 23-24 school year.		The superintendent's self-evaluation is sent to the vice chair by March 31.	BOE compiles individual assessments. Facilitated by vice chair. BOE submits sup eval to vice chair for compilation. Individual board members compile short list of proposed goals for the coming year. Goals aligned to Strategic Plan.	Closed session: review eval together w sup and set sup goals for the coming year (might be two separate meetings). Sup goals set after board sets its own goals.	Board meeting: BOE presents public statement, and posts public statement in BoardBook. Proof of sup eval and topline results (signed by sup and Chair) are placed in sup's HR file. Then, board and sup create and share sup goals for next year.
Budget	Annual audit work begins.	Weekly enrollment management	Cerify Local Levy	Technology-Levy-Work-Session	Fall Enrollment Report to board. Receive and approve audit FY23FY24	Work Session Placeholder: Initial discussion around enrollment projections (December or January) 1) Truth in Taxation hearing. 2) Report on FY2526 Preliminary Current Reality a) Present timeline, process, and overview publicly (including dates for site, staff, student, and community input.) b) Open online input form with clear end-date for submission and c) clear end-date identified for final BOE budget discussion. Confirm if dates align well with current practice	Work Session Placeholder (e.g. Budget planning Board workshop a) Initial FY25 budget workshop: present current reality and parameters.) 1) Board Approval of Revised FY24-FY25 Budget (second mtg) Notes from this year: Timeline January-February Budget input form open to public	Work Session Placeholder e.g. a)1st meeting of Month: First public presentation of initial budget process, and timeline. 2nd meeting of Month report on public input adjustments at regular BOE meeting, delineating adjustments by department. (Mgmt:) Followed by presentations to staff and site presentations of budget (to staff and families) for input. Online input form is closed.) Notes from this year:First Meeting of the the month - Work Session to Review FY25 Budget: Initial Feedback, Budget Scenarios and Timeline and Second Meeting of the month - Report on FY25 Budget Preliminary Investments and the Actievement and Integration Budget and Work session to Discuss FY25Budget Preliminary Investments held during the 2nd meeting of the month	Work Session Placeholder e)-(e.g. Board work session to review input/feedback. 2nd Meeting of Board: Board meeting to present final adjustments by department based on input.) e.g. (Mgmt): final planning sessions among leadership, dept heads, and principals based on staff, community, BOE feedback; b) 1st March regular Board meeting: Present final budget adjustments to the board. Notes from this year: Work Session - FY25 Preliminary Budget at first meeting and a report on the FY25 Preliminary Budget March-April 2024 Preliminary budget recommendation presented to Board Online feedback form open to public Public meetings held to receive feedback	Work Session Placeholder Notes from this year: First Meeting: Work Session for FY25 Budget Discussion and Resolutions for Staff Adjusmtents and Second Meeting FY25 Budget Feedback Report School and Community Feedback meetings held. Internal: HR notifications of staffing adjustments	Work Session Placeholder (e.g. Legislative Impacts on budget)	Work Session Placeholder (e.g. 1st Mtg) Board meeting to review final Adopted Budget. 2nd Mtg) Board meeting to take action on Adopted Budget Notes from this year: First Meeting: Report on FY25 Adopted Budget and FY25 Budget Discussion at the Second Meeting: Approve FY25 Budget and Establish FY24 Committed Fund Balance
Board Priorities		Board meeting: Approve Board Priorities for the coming year									Work Session: Review HR research into board priorities. Discuss initial list of proposed board priorities	Work Session: review final list of priorities.



**Agenda V.C.
August 8, 2024**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Eric Miller, board chair

Date: August 8, 2024

Re: Schedule Board Retreat