Burnsville · Eagan · Savage

# Regular Meeting Agenda

Diamondhead Education Center
200 W. Burnsville Parkway
Burnsville, MN 55337
October 10, 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 Alt and Director Conner

I. Call to Order
  A. Welcome
  B. Pledge of Allegiance
II. Approval of Agenda
III. Information
  A. Student Representative Report 2

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.

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**Agenda III.A.**
**October 10, 2024**

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

**From:** Maryam Bradai, student board representative

**Date:** October 10, 2024

**Re:** Student Board Representative Report

Receive a report from Maryam Bradai, student board representative.

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B. Superintendent Report 4

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.

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**Agenda III.B.**
**October 10, 2024**

**To:** Board of Education

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

**Date:** October 10, 2024

**Re:** Superintendent Report

Receive a report from Dr. Theresa Battle, superintendent.

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C. Board Member Reports 6

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.

**Agenda III.C.**
**October 10, 2024**

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

**From:** Eric Miller, board chair

**Date:** October 10, 2024

**Re:** Board Member Reports

Receive reports from board members.

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IV. Business Meeting 8

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.

School Board Minutes
INDEPENDENT SCHOOL DISTRICT 191
October 10, 2024

| | |
|---|---|
| The regular meeting of the ISD 191 Board of Education was called to order by Vice-Chair Werb 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 and Werb were present. Chair Miller was absent. Dr. Theresa Battle, superintendent, Maryam Bradai, student board representative, administrators, staff and members of the public were also present. | Attendance |
| Vice-Chair Werb welcomed the audience and asked Director Conner to lead the Pledge of Allegiance. | Pledge of Allegiance |
| Moved by Hume, seconded by Mursal, to approve the agenda. The motion carried unanimously (6,0). | Agenda |
| Received a report from Maryam Bradai, student representative.<br><br>Received a report from Dr. Theresa Battle, superintendent.<br><br>No Board Members reports were received. | Reports |
| Moved by Conner, seconded by Alt, to approve the consent agenda:<br>-Approve the minutes of the September 24, 2024, regular board meeting.<br>-Approve personnel recommendations for Natalie Broich, Matthew Cooper, Emma Bromenschenkel, Edevie Maravillas, Dave Maravillas, Marie Hansen, Margaret Challgren, Jessica Northenscold, Anne Poliquin, Lindsay Bonnema, Kelly Cox, Zhann Klymenko, Taylor Ellendson, Steven McGee, Sara Holcombe, Ryan Mokaandu, Rosalyn James, Paulette Thomas, Michael Curley, Megann Lewandowski, Matthew Berg, Kionna Hampton, Jonathan Abrahamson, Jesse Richads, Jeffrey Schwenn, Heidi Smith, Grant Baker, Gabriel Hubbard, Emma Ganion, Emily Ansell, Courtney McDermot, Christine Grissom, Barbara Gierada, Alyssa Gronseth, Allison Mode, Wanyi Xie, Fadumo Nur, Michael Turner, Evan Ziegler, David Berthiaume, William Soderholm, Paul Sczepanski, Paul McDevitt, Juan Reyes, Jordyn Queen, Hector Torres, Hayat Outmane, Hailey Busker, Fiona Chow, Christine Grissom, Chinta Charran, Bounthavy Khamratthanome, Allyssa Gronseth, Diane Lorig<br>-Receive a report about the Listening Session on September 24, 2024.<br>-Approve Assurance of Compliance Reports<br>-Approve, on first and final reading, non-substantive changes to Policies: 410: *Family and Medical Leave,* 414: *Mandated Reporting of Child Neglect or Physical or Sexual Abuse, 707: Transportation of Public School Students, 708: Transportation of Nonpublic School Students*, 498: *Political Campaign and Activities*, and 802: *Disposition of Obsolete Equipment and Material* | Consent Agenda<br>Minutes<br>Personnel Recommendation<br>Listening Session<br>Compliance Reports<br>Policies |

-Approve No Changes to Policy 722: *Public Data Requests*
The motion carried unanimously (6,0).

Refunding Bonds

Moved by Hume, seconded by Mursal, to adopt an Authorizing Resolution to Issue Refunding Bonds. All members voted in favor of adopting the resolution. The motion carried unanimously (6,0).

Metro State Contract

Moved by Alt, seconded by Conner, to approve the Metropolitan State Income Contract. The motion carried unanimously (6,0).

Extended Field Trip

Moved by Hume, seconded by Mursal, to approve an Application for Preliminary Approval of an Extended Field Trip to Switzerland and Italy. The motion carried unanimously (6,0).

Director Mursal left the meeting.

Policies: 416, 418, 509, and 515

Moved by Conner, seconded by Hume, to approve on a first reading basis, changes to policies: 416: *Drug and Alcohol Testing*, 418: *Drug Free Workplace/Drug Free School,* 509: *Enrollment of Nonresidents Students* and 515: *Protection and Privacy of Pupil Records.* The motion carried unanimously (5,0).

Policies: 102, 419, and 609

Moved by Conner, seconded by Chester, to approve on a first reading basis, changes to policies 102: *Equal Educational Opportunity*, 419: *Tobacco Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices* and 609: *Religion and Religious and Cultural Observances.* The motion carried unanimously (5,0).

Director Mursal returned to the meeting.

READ Act

Moved by Alt, seconded by Conner, to approve Ratification of the 2024-2025 Minnesota Reading to Ensure Academic Development (READ) Act Memorandum of Understanding. The motion carried unanimously (6,0)

Collective Bargaining with Information Technology Specialists

Moved by Hume, seconded by Mursal, to approve the Collective Bargaining Agreement with the Information Technology Specialists.

Closed Session on Safety and Security

Moved by Conner, seconded by Alt, to move to a closed session, as permitted by Minn. Stat. 13D.05, Subd. 3(d), to receive Safety and Security Updates. In attendance were Aaron Tinklenberg, director of communications, Jason Sellars, director of community services, Sergeant Brent Murray, Burnsville Police Department, Rachel Gorton, director of technology, Theresa Battle, superintendent, Chris Bellmont, assistant superintendent, Directors Chester, Mursal, Hume, Alt, Conner and Vice Chair Werb.

The Closed session started at 7:29 p.m. and ended at 8:53 p.m. and they

moved back to the open session at 8:53 p.m., where having no further agenda items, Vice Chair Werb adjourned the meeting at 8:53 p.m.

Adjourn

/s/ Abigail Alt — October 24, 2024

Abigail Alt, Clerk — Date Approved

A. Consent Agenda

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

1. Approve Minutes 12

School Board Minutes
INDEPENDENT SCHOOL DISTRICT 191
September 26, 2024

| | |
|---|---|
| The regular meeting of the ISD 191 Board of Education was called to order by Vice-Chair Werb 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, and Werb were present. Chair Miller was absent. Dr. Theresa Battle, superintendent, Student Board Representative Maryam Bradai, administrators, staff and members of the public were also present. | Attendance |
| Vice-Chair Werb welcomed the audience and asked Director Alt to lead the Pledge of Allegiance. | Pledge of Allegiance |
| Moved by Conner, seconded by Mursal, to approve the agenda. The motion carried unanimously (6,0). | Agenda |
| Director Chester left the meeting at 6:42 p.m. | Reports |
| Received a Strategic Roadmap Dashboard Overview Report from Dr. Theresa Battle, superintendent and Imina Oftedahl, director of curriculum, instruction and assessment. | |
| Director Chester returned to the meeting at 6:54 p.m.<br>Director Chester left the meeting at 6:57 p.m. | |
| Received a Levy Referendum Information Campaign Update from Aaron Tinklenberg, director of communications. | Levy Update |
| Received a report from Director Mursal on behalf of the Policy Review committee, Director Conner reported on AMSD and shared about the most recent Legislative Committee Meeting. | Board Member Reports |
| Moved by Alt, seconded by Hume, to approve the consent agenda:<br>-Approve the minutes of the September 12, 2024, regular board meeting minutes<br>-Approve personnel recommendations for Shanna Trosen, Quimberly Baspin, Michael Curley, Kristine Peterson, Hazel Lazaro, Danielle Schiltz, Clarissa Infante-Ruvalcaba, Zachary Thompson, Molly Walby, Michellle Seaman, Desha Russell-Hodges, Frances Blair, John Soderholm, Zhala Mirawdaly, Xiaoxia Li, Tonya Peters, Sergei Raspel, Rahmo Omar, Pamela Voigt, Madeline Stuart, Kevin Sorlie, Erika Sasseville, Charles Dougherty, Brett Alt, Alyssa | Consent Agenda<br>Minutes<br>Personnel |

| | |
|---|---|
| Eggersgluss, Kendyl Green, Mark Hubbard, Marie Hansen, Jennifer Schmidt, Jeffrey Webber, Diane Rush, Denise Engberg, Daniel Hartman, Candice Sullivan, and Nancy Kantor<br>-Approve June payroll checks in the net amount of $5,595,941.16 June claims to date, wire transfers and adjustments totaling $13,065,040.68. Also, that the Board accepts June receipts of $21,913,193.47 and investments for the General Fund, and OPEB of $108,954,378.55 as of June 30, 2024.<br>-Approve July payroll checks in the net amount of $3,861,602.60. July claims to date, wire transfers and adjustments totaling $14,706,185.96. Also, that the Board accepts July receipts of $6,045,952.27 and investments for the General Fund and OPEB of $93,374,009.51 as of July 31, 2024.<br>-Accept the Budget Analysis for the month ending June 30, 2024.<br>-Accept the Budget Analysis for the month ending July 31, 2024.<br>-Receive a report about the Listening Session on September 12, 2024.<br>-Approve, on a second reading basis, changes to Policy 512: *School Sponsored Student Publications and Activities.*<br>- Approve, on a second reading basis, changes to Policies: 425: *Professional Development*, 601: *School District Curriculum* and *Instruction Goals*, 606: *Instructional Resources*, 620: *Credit for Learning*, and 624: *Online Learning Options*<br>- Approve, on a second reading basis, changes to Policies: 503: *Student Attendance* and 506: *Student Discipline*<br>The motion carried unanimously (5,0). | Checks, claims, receipts and investments<br><br>Budget Analysis<br><br>Policies |
| Moved by Hume, seconded by Mursal, that the Board of Education certify the proposed property tax levy for taxes payable in 2025 and authorize the clerk to execute the levy certification forms in the “maximum amount” and to also schedule the Truth in Taxation Hearing on December 12, 2024, to be held during the regularly scheduled board meeting beginning at 6:30 p.m. The motion carried unanimously (5,0). | Levy Certification |
| Moved by Alt, seconded by Mursal, to approve the Revised Long-Term Facility Maintenance for ISD 191.<br><br>BE IT RESOLVED by the School Board of Independent School District #191, State of Minnesota, as follows:<br><br>1. The School Board of Independent School District 191, on September 26, 2024, has received the revised report of projects by site included in the ten-year plan and has a knowledgeable understanding of the various components of this program budget. The long-term | Revised LTFM |

facility maintenance costs shall be funded through annual levy instead of issuing bonds.

2. As a member of Intermediate 917, our proportional share of their long-term facility maintenance budget is included in the long-term facility maintenance revenue application for ISD 191.

3. The school board takes responsibility for projects to be performed and for the revenue to be placed on the levy.

4. Therefore, the revised long-term facility maintenance program budget for its facilities for the 2025/2026 school year in the amount of $4,882,392 of which $582,392 is for Health and Safety expenditures. The inclusion of the long-term facility maintenance projects in the district's long-term facility maintenance revenue application for fiscal year 2026 is hereby approved, subject to approval by the Commissioner of Education.

The motion for the adoption of the foregoing resolution was duly seconded by Mursal and, upon vote being taken thereon, the following voted in favor thereof: Hume, Conner, Mursal, Alt, and Werb

And the following voted against the same: None

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA

COUNTY OF DAKOTA

Moved by Vice-Chair Werb, seconded by Conner, to move to a recess before starting a Work Session discuss refinancing bonds.

Work Session

The work session started at 7:30 p.m. and ended at 7:44 p.m.

Adjourn

Having no further agenda items, Vice-Chair Werb adjourned the meeting at 7:45 p.m.

October 10, 2024

Abigail Alt, Clerk — Date Approved

2. Approve Personnel Recommendations 17

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.

**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: October 10, 2024
RE: Recommended Personnel Changes

| CLASSIFICATION | ACTION | NAME | FINAL | LOCATION | POSITION | EFFECTIVE DATE | HOURS / FTE |
|---|---|---|---|---|---|---|---|
| Certified | Appointment | Natalie Broich | * | Burnsville High School | Long Term Sub- Teacher | 10/07/2024 | 1.0 FTE |
| Certified | Appointment | Matthew Cooper | * | Burnsville High School | Teacher | 09/30/2024 | 1.0 FTE |
| Certified | Appointment | Emma Bromenschenkel | * | Virtual Academy | Teacher | 10/07/2024 | 1.0 FTE |
| Certified | Appointment | Edevie Maravillas | | ECSE Center | Teacher | 09/25/2024 | 1.0 FTE |
| Certified | Appointment | Dave Maravillas | | Gideon Pond Elementary | Teacher | 09/25/2024 | 1.0 FTE |
| Certified | Leave of Absence | Marie Hansen | * | Burnsville High School | Teacher | 12/05/2024-01/01/2025 | 1.0 FTE |
| Certified | Leave of Absence | Margaret Challgren | * | Nicollet Middle School | Teacher | 01/17/2025 | 1.0 FTE |
| Certified | Leave of Absence | Jessica Northenscold | * | Diamondhead Education Center | ABE Teacher | 11/29/2024--01/08/2025 | .68 FTE |
| Certified | Leave of Absence | Anne Poliquin | * | Eagle Ridge Middle School | Teacher | 11/26/2024-01/08/2025 | 1.0 FTE |
| Certified | Resignation | Lindsay Bonnema | | Vista View Elementary School | Teacher | 08/23/2024 | 1.0 FTE |
| Certified | Resignation | Kelly Cox | | Burnsville High School | Teacher | 11/27/2024 | 1.0 FTE |
| Classified | Appointment | Zhann Klymenko | | Harriet Bishop Elementary | Educational Assistant | 10/07/2024 | 7.25 hours/day |
| Classified | Appointment | Taylor Ellendson | * | Gideon Pond Elementary | Student Council | Year Round Stipend | 1.0 FTE Stipend |
| Classified | Appointment | Steven McGee | * | Eagle Ridge Middle School | Strength and Conditioning- Assistant Coach | Year Round Stipend | .50 FTE Stipend |
| Classified | Appointment | Steven McGee | * | Eagle Ridge Middle School | Strength and Conditioning- Head Coach | Year Round Stipend | .50 FTE Stipend |
| Classified | Appointment | Sara Holcombe | * | Eagle Ridge Middle School | Volleyball- Assistant Coach | Fall Stipend | .81 FTE Stipend |
| Classified | Appointment | Ryan Mokandu | | Eagle Ridge Middle School | Full Length Play Director | Fall Stipend | 1.0 FTE Stipend |
| Classified | Appointment | Rosalyn James | | Eagle Ridge Middle School | Food Service Associate | 10/01/2024 | 3.75 hours/day |
| Classified | Appointment | Paulette Thomas | | Nicollet Middle School | Food Service Associate | 10/07/2024 | 3.75 hours/day |
| Classified | Appointment | Michael Curley | * | Nicollet Middle School | Boys Soccer- Assistant Coach | 08/30/2024 | .60 FTE Stipend |
| Classified | Appointment | Megann Lewandowski | | Eagle Ridge Middle School | Girls Soccer- Assistant Coach | Fall Stipend | 1.0 FTE Stipend |
| Classified | Appointment | Matthew Berg | | Sky Oaks Elementary School | Science Fair Leader | Year Round Stipend | .33 FTE Stipend |
| Classified | Appointment | Kionna Hampton | | Burnsville High School | Cultural Liaison | 10/07/2024 | 8 hours/day |
| Classified | Appointment | Jonathan Abrahamson | | WM. Byrne Elementary School | Elementary Administrative Assistant | Year Round Stipend | 1.0 FTE Stipend |
| Classified | Appointment | Jesse Richards | | Sky Oaks Elementary School | Science Fair Leader | Year Round Stipend | .33 FTE Stipend |
| Classified | Appointment | Jeffrey Schwenn | * | WM. Byrne Elementary School | Science Fair Leader | Year Round Stipend | .33 FTE Stipend |
| Classified | Appointment | Heidi Smith | | District-wide | Food Service Associate | 10/07/2024 | 3.75 hours/day |
| Classified | Appointment | Grant Baker | * | Eagle Ridge Middle School | Strength and Conditioning- Assistant Coach | Year Round Stipend | .50 FTE Stipend |
| Classified | Appointment | Grant Baker | * | Eagle Ridge Middle School | Strength and Conditioning- Head Coach | Year Round Stipend | .50 FTE Stipend |
| Classified | Appointment | Gabriel Hubbard | * | Burnsville High School | Theater Manager | Year Round Stipend | 1.0 FTE Stipend |
| Classified | Appointment | Emma Ganion | | Burnsville High School | Boxing Coach | Year Round Stipend | .50 FTE Stipend |
| Classified | Appointment | Emily Ansell | | Burnsville High School | Boxing Coach | Year Round Stipend | .50 FTE Stipend |
| Classified | Appointment | Courtney McDermott | | Sky Oaks Elementary School | Science Fair Leader | Year Round Stipend | .33 FTE Stipend |
| Classified | Appointment | Christine Grissom | | Gideon Pond Elementary | Educational Assistant | 09/30/2024 | 7.25 hours/day |
| Classified | Appointment | Barbara Gierada | * | WM. Byrne Elementary School | Science Fair Leader | Year Round Stipend | .33 FTE Stipend |
| Classified | Appointment | Allyssa Gronseth | * | Edward Neill Elementary | Registered Behavior Technician | 10/04/2024 | 8 hours/day |
| Classified | Appointment | Allison Mode | * | WM. Byrne Elementary School | Science Fair Leader | Year Round Stipend | .33 FTE Stipend |
| Classified | Change of Assignment | Wanyi Xie | * | Burnsville High School | Food Service Associate | 10/21/2024 | 5.75 hours/day |
| Classified | Change of Assignment | Fadumo Nur | | Vista View Elementary School | Educational Assistant | 09/10/2024 | 7.25 hours/day |
| Classified | End of Assignment | Michael Turner | | Burnsville High School | Girls Hockey- Assistant Coach | 09/30/2024 | 1.0 FTE Stipend |
| Classified | End of Assignment | Evan Ziegler | | Burnsville High School | Girls Hockey- Assistant Coach | 09/30/2024 | 1.0 FTE Stipend |
| Classified | End of Assignment | David Berthiaume | | Burnsville High School | Girls Hockey- Assistant Coach | 09/30/2024 | 1.0 FTE Stipend |
| Classified | Resignation | William Soderholm | | Burnsville High School | Wrestling- Head Coach | 09/26/2024 | 1.0 FTE Stipend |
| Classified | Resignation | Paul Sczepanski | * | Burnsville High School | Boys Basketball- Assistant Coach | 10/03/2024 | 1.0 FTE Stipend |
| Classified | Resignation | Paul McDevitt | | Eagle Ridge Middle School | Weight Room- Head Coach | 09/26/2024 | .6 FTE Stipend |
| Classified | Resignation | Juan Reyes | * | Burnsville High School | Yearbook Advisor | 10/03/2024 | 1.0 FTE Stipend |
| Classified | Resignation | Jordyn Queen | | Eagle Ridge Middle School | Boys Track- Head Coach | 09/26/2024 | 1.0 FTE Stipend |
| Classified | Resignation | Hector Torres | * | Burnsville High School | Girls Basketball- Assistant Coach | 10/07/2024 | 1.0 FTE Stipend |
| Classified | Resignation | Hayat Outmane | | Hidden Valley Elementary | Food Service Associate | 09/10/2024 | 3.75 hours/day |
| Classified | Resignation | Hailey Busker | | Diamondhead Education Center | Human Resources Coordinator | 10/25/2024 | 8 hours/day |
| Classified | Resignation | Fiona Chow | | Burnsville High School | Alpine Ski- Assistant Coach | 09/28/2024 | .5 FTE Stipend |
| Classified | Resignation | Christine Grissom | | Gideon Pond Elementary | Educational Assistant | 09/30/2024 | 7.25 hours/day |
| Classified | Resignation | Chinta Charran | * | Burnsville High School | Food Service Associate | 10/04/2024 | 3.75 hours/day |
| Classified | Resignation | Bounthavy Khamratthanome | * | Nicollet Middle School | Girls Basketball- Assistant Coach | 10/02/2024 | 1.0 FTE Stipend |
| Classified | Resignation | Allyssa Gronseth | * | Edward Neill Elementary | Educational Assistant | 10/03/2024 | 7.25 hours/day |
| Classified | Retirement | Diane Lorig | | Burnsville High School | Educational Assistant | 12/31/2024 | 7.0 hours/day |

3. Receive a Report about the Listening Session 19

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.

**Agenda IV.A.3.**
**October 10, 2024**

**To:** Board of Education

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

**Date:** October 10, 2024

**Re:** Report about the Listening Session

**Recommendation:** Receive a report about the listening session on September 26, 2024.

There were no speakers who spoke at the September 26, 2024 Listening Session.

4. Approve Assurance of Compliance Reports 21

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.

Burnsville · Eagan · Savage

**Agenda IV.A.4.**
**October 10, 2024**

**To:** Board of Education

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

**Date:** October 10, 2024

**Re:** Approve Assurance of Compliance Reports

**Recommendation:** That the Board of Education approve the attached Assurance of Compliance Report and authorize the superintendent, and or her proxy, to submit the report to the Minnesota Department of Education.

**Board Packet Attachment:** Assurance of Compliance Report

**Notes:**
All school districts must complete the Assurance of Compliance with state and federal law and verify Mandated Reporting training by November 15 each year.

By completing all sections of the Assurance of Compliance and Mandated Reporting, school districts provide written assurance that they do not discriminate in their use of funds provided through the Minnesota Department of Education and that they have informed all mandated reporters of their reporting duties.

This assurance is given by each district in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other federal and state financial assistance extended to the district by the U.S. Department of Education and the Minnesota Department of Education (MDE), including installment payments after such date of application for federal financial assistance and state aid allotments which were approved before such date.

By submitting the Assurance of Compliance, the district recognizes and agrees that such federal and state financial assistance will be extended in reliance on the representations, supporting information required by Minnesota Statutes, section 127A.42, subdivision 3, and agreements made in this assurance. This assurance is binding on the district and the persons who are authorized to submit information on behalf of the district.

Please note that districts can now provide the entire assurance online. A paper copy of the Assurance of Compliance certificate is no longer required  However, it is important to note that by submitting the Assurance of Compliance online that you are verifying that the Superintendent is electronically signing this assurance on behalf of the school board. Though the paper copy is no longer required, the approval of the board is per Minnesota Rule 3535.9910.

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DEPARTMENT OF EDUCATION

Contact Us

Kellie Brady

E-mail: mde.assurance.compliance.MDE@state.mn.us

Phone: 651-582-8793

Address: 400 NE Stinson Blvd., Minneapolis, MN 55413

# Assurance of Compliance

0191-01 Burnsville-Eagan-Savage School District
-INFORMATION NEEDED TO EVIDENCE COMPLIANCE-
School Year: 24-25

* - indicates required fields.

## Coordinator Identification Information

| | Human Rights Coordinator | Title IX Coordinator | 504 Coordinator |
|---|---|---|---|
| **Name*** | Stacey Sovine | Stacey Sovine | Amy Piotrowski |
| **Telephone Number*** | 952-707-2010 | 952-707-2010 | 952-707-6261 |
| **Fax Number*** | 952-707-4181 | 952-707-4181 | 952-707-4181 |
| **E-Mail Address*** | ssovine @isd191.org | ssovine @isd191.org | apiotrowski@isd191.org |

## Mandated Reporter Training

Minnesota Chapter 260E.30, Subd. 2(b). Districts must inform all mandated reporters of the duties.

**Date of Verification ***

☑ * I verify that all mandated reporters employed by or otherwise associated with any school in this district have been informed of mandated reporting requirements and of the prohibition of retaliation against anyone reporting maltreatment. 09/30/2024

As part of the Minnesota Department of Education's data collection for the Minnesota Olmstead Plan related to the topic area Prevent Abuse and please provide the following information;

Total number of school district employees who have received mandated reporter training as of verification date? 1188

Number of licensed staff? 668

Number of unlicensed staff? 520

*This information is requested to assist in the prevention of abuse and neglect of students with disabilities through increased awareness and edu all school personnel and their duties associated with mandated reporting requirements.

## Document Submittal Verification

Does MDE have current and accurate copies of the following documents?
Please submit updated policy if revised since Last Submitted Date.

| Document | Last Submitted Date | Upload Document* |
|---|---|---|
| Harassment and Violence policy | 11/04/2022 | Select Upload Document: Choose File No file chosen |

## District Compliance Requirements Checklist

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other federal financial assistance extended after the date hereof to the district by the U.S. Department of Education and the Minnesota Department of Education (MDE), i installment payments after such date of application for federal financial assistance and state aid allotments which were approved before such date.

The district recognizes and agrees that such federal and state financial assistance will be extended in reliance on the representations, supporting informatio by Minnesota Statute, section 127A.42, subd. 3 and agreements made in this assurance. This assurance is binding on the district and the persons who are authorized to submit information on behalf of the district.

Check all statements in which the district has complied with the state and federal requirements prohibiting discrimination.

**Federal Laws:**

☑ * Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et. seq.; 34 C.F.R. Part 100), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the district receives federal financial assistance.

- [x] * Title VII of the Civil Rights Act of 1964 (42 USC 2000e, et. seq.; P.L. 88-352), as amended by the Equal Employment Opportunity Act of 1972 (P.L. 92-261), which prohibits discrimination in employment because of an individual's race, color, religion, sex, or national origin.

- [x] * Title VII of the Civil Rights Act of 1964 Pregnancy Discrimination Act (within Title VII) (42 USC § 2000e(k)).

- [x] * Title IX of the Education Amendments of 1972 (20 USC § 1681; 34 C.F.R. Part 106), which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.

- [x] * The Age Discrimination in Employment Act of 1967 (29 USC § 621; 42 USC § 6101; 29 C.F.R. Part 621), which prohibits discrimination on the basis of age (over 40 years).

- [x] * Section 504 of the Rehabilitation Act of 1973 (34 C.F.R. part 104) prohibiting discrimination on the basis of disability.

- [x] * The American with Disabilities Act (42 USC § 12101, et seq.), also prohibiting discrimination on the basis of disability.

- [x] * Denial of Equal Educational Opportunity Prohibited (20 USC § 1703).

- [x] * The Fair Housing Act (42 USC § 3601 et seq.; 24 C.F.R. part 100).

- [x] * The Age Discrimination Act of 1975 (42 USC § 6101 and 6102; 34 C.F.R. part 110).

- [x] * Prohibition of Discrimination Based on Blindness (20 USC § 1684).

**State Laws:**

- [x] * The Minnesota Human Rights Act (Minn. Stat. § 363A), which prohibits discrimination in education programs and activities on grounds of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability or age.

- [x] * Minnesota Statues, section 121A.031, which requires school districts to have a written policy to prevent and to prohibit student bullying.

- [x] * Minnesota Statutes, section 121A.03, which requires school districts to have a policy prohibiting sexual/racial/religion harassment and violence which applies to students, teachers, administrators and other school personnel.

- [x] * Minnesota Statutes, section 121A.04, which prohibits sex discrimination in athletic programs.

- [x] * Minnesota Rules, part 3500.0550, relating to the Inclusive Educational Program Plan.

- [x] * Minnesota Rules, Chapter 3535.0100-.0180; 3535.2300-.2800; 3535.3000-.3700, relating to equality of educational opportunity and school desegregation, and prohibition of discriminatory practices.

**By clicking "Submit" you are affirming that these laws are available in each building in the district, that the information that you have provided is accurate, and that you have the authority to submit this assurance on behalf of the district. Clicking "Cancel" will clear data entered.**

**NOTE: When data entry is complete, click "Submit" to send data to The Minnesota Department of Education.**

Submit Cancel

5. Approve, on First and Final Reading, Non-Substantive Changes to Policies 410: *Family and Medical Leave*, 414: *Mandated Reporting of Child Neglect or Physical or Sexual Abuse*, 707: *Transportation of Public School Students*, 708: *Transportation of Nonpublic School Students,* 498: *Political Campaign and Activities,* and 802: *Disposition of Obsolete Equipment and Material* 28

Burnsville · Eagan · Savage

**Agenda IV.A.5.**
**October 10, 2024**

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

**From:** Chris Bellmont, assistant superintendent

**Date:** October 10, 2024

**Re:** Approve, on a First & Final Reading, Non-substantive Changes to Policies: 410: *Family and Medical Leave*, 414: *Mandated Reporting of Child Neglect or Physical or Sexual Abuse*, 707: *Transportation of Public School Students*, 708: *Transportation of Nonpublic School Students,* 498: *Political Campaign and Activities,* and 802: *Disposition of Obsolete Equipment and Material*

**Recommendation:** That the Board of Education approve, on a first and final reading, changes to policies: 410: *Family and Medical Leave*, 414: *Mandated Reporting of Child Neglect or Physical or Sexual Abuse*, 707: *Transportation of Public School Students*, 708: *Transportation of Nonpublic School Students,* 498: *Political Campaign and Activities,* and 802: *Disposition of Obsolete Equipment and Material.*

The policies were reviewed by the Policy Review Committee on September 24, 2024.

**Summary of changes:**

- Policy 410: Updating pronouns
- Policy 414: Updating pronouns
- Policy 707: *Legislative update* - add and fix citations
- Policy 498: Updating pronouns
- Policy 708: *Legislative update* - changes from “shall” to “must”
- Policy 802: *Legislative update* – Adds Minn. Stat. 471.85 to legal references

.

*Adopted: 4/2001* *Burnsville-Eagan-Savage School District Policy 410*
*Reviewed: ~~11/9/2023~~PRC 9/24/24*
*Revised: 11/17/2022*
*Rescinds: GBEAC*

# 410 FAMILY AND MEDICAL LEAVE POLICY

## I. PURPOSE

The purpose of this policy is to provide for family and medical leave to Independent School District 191 employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under Minnesota law.

## II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws.

## III. DEFINITIONS

A. "Covered active duty" means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 United States Code section 101(a)(13)(B).

B. "Covered service member" means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

C. "Eligible employee" means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling ~~his or her~~ their Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless: (1) the break is occasioned by the employee's fulfillment of ~~his or her~~ their USERRA-covered service obligation; or (2) a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.

D. "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.

E. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, child, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as ~~his or her~~ their nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.

F. "Outpatient status" means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:

1. a military medical treatment facility as an outpatient; or

2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.

G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:

1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;

2. to attend military events and related activities of a covered military member;

3. to address issues related to childcare and school activities of a covered military member's child;

4. to address financial and legal arrangements for a covered military member;

5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or ~~his/her~~ their child;

6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;

7. to attend post-deployment activities related to a covered military member;

8. to address care needs of a covered military member's parent who is incapable of self-care; and

9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.

H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

1. inpatient care in a hospital, hospice, or residential medical care facility; or

2. continuing treatment by a health care provider.

I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

J. "Veteran" has the meaning given in 38 United States Code section section 101.

## IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:

   a. birth of the employee's child and to care for such child;

   b. placement of an adopted or foster child with the employee;

   c. to care for the employee's spouse, child, or parent with a serious health condition;

   d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or

   e. any qualifying exigency arising from the employee's spouse, child, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.

2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.

3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.

4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.

5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:

   a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:

(i) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or

(ii) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

(iii) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

(iv) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.

7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis,

based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.

9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.

10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, child, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.

11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.

12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely

contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.

13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

    The school district shall comply with written notice requirements as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed to by the school district. ~~The employee may qualify if they have worked for the school district for at least 12 months and have worked an average number of hours per week equal to one-half of the full time equivalent during the 12-month period immediately preceding the leave.~~ This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the school district so that the total leave does not exceed 12 weeks, unless agreed to by the school district, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the school district. An employee who plans to take leave under this section must give the employer reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the

case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, child, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.

2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.

3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.

4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.

5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.

6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.

7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

## V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.

B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the work days in the leave period may be required to:

1. take leave for the entire period or periods of the planned medical treatment; or

2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.

C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.

1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.

2. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.

3. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, school district may require the employee to continue taking leave until the end of the semester.

4. If the school district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore

the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

## VI. OTHER

A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

## VII. DISSEMINATION OF POLICY

A. A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employment.

B. This policy will be reviewed at least annually for compliance with state and federal law.

***Legal References:*** Minn. Stat. §§ 181.940-181.944 (Parenting Leave and Accommodations)
10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
38 U.S.C. § 101 (Definitions)
29 C.F.R. Part 825 (Family and Medical Leave Act)

***Cross References:*** ~~MSBA School Law Bulletin "M" (Licensed and Non-Licensed School District Employee Leave)~~

*Adopted:* *7/2001* *Burnsville-Eagan-Savage School District Policy 414*
*Reviewed:* ~~*11/9/2023*~~ *PRC 09/24/2024*
*Revised:* *4/28/2022*
*Rescinds:* *GBHA*

# 414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

## I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected child neglect or physical or sexual abuse.

## II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to fully comply with Minn. Stat. Ch. 260E requiring school personnel to report suspected child neglect or physical or sexual abuse.

B. A violation of this policy occurs when any school personnel fails to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

## III. DEFINITIONS

A. "Accidental" means a sudden, not reasonably foreseeable, and unexpected occurrence or event that:

1. is not likely to occur and could not have been prevented by exercise of due care; and

2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.

B. "Child" means one under age 18 and, for purposes of Minn. Stat. Ch. 260C (Juvenile Safety and Placement) and Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18).

C. "Immediately" means as soon as possible but in no event longer than 24 hours.

D. "Mandated reporter" means any school personnel who knows or has reason to believe a child is being maltreated or has been maltreated within the preceding three years.

E. "Mental injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.

F. "Neglect" means the commission or omission of any of the acts specified below, other than by accidental means:

1. failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health care, medical, or other care required for the child's physical or mental health when reasonably able to do so;

2. failure to protect a child from conditions or actions that seriously endanger the child's physical or mental health when reasonably able to do so, so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;

3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors as the child's age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for the child's own basic needs or safety or the basic needs or safety of another child in ~~his or her~~ their care;

4. failure to ensure that a child is educated in accordance with state law, which does not include a parent's refusal to provide ~~his or her~~ their ~~child~~ with sympathomimetic medications;

5. prenatal exposure to a controlled substance as defined in state law used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child's birth, medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance or the presence of a fetal alcohol spectrum disorder;

6. medical neglect as defined by Minn. Stat. § 260C.007, Subd. 6, Clause (5);

7. chronic and severe use of alcohol or a controlled substance by a person responsible for the care of the child that adversely affects the child's basic needs and safety; or

8. emotional harm from a pattern of behavior which contributes to impaired emotional functioning of the child which may be demonstrated by a substantial and observable effect in the child's behavior, emotional

response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

Neglect does not occur solely because the child's parent, guardian, or other person responsible for the child's care in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the child in lieu of medical care.

G. "Nonmaltreatment mistake" occurs when: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minn. Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minn. Rules Ch. 9503.

H. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employee or agent, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.

I. "Physical abuse" means any physical injury, mental injury (under subdivision 13), or threatened injury (under subdivision 23), inflicted by a person responsible for the child's care or a child other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minn. Stat. § 125A.0942 or § 245.825.

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian that does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by Minn. Stat. § 121A.582.

Actions that are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions that result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, Subd. 6; (7) striking a child under age

one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances that were not prescribed for the child by a practitioner, in order to control or punish the child, or other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or that subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (9) unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379 including, but not limited to, tying, caging, or chaining; or (10) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minn. Stat. § 121A.58.

J. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes maltreatment of a child and contains sufficient content to identify the child and any person believed to be responsible for the maltreatment if known.

K. "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.

L. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a current or recent position of authority (as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor that constitutes a violation of Minnesota statutes prohibiting prostitution, or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation that requires registration under Minn. Stat. § 243.166, Subd. 1b(a) or (b) (Registration of Predatory Offenders).

M. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has (1) subjected the child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm; (2) been found to be palpably unfit; (3) committed an act that resulted in an involuntary termination of parental rights; (4) or committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative..

## IV. REPORTING PROCEDURES

A. A mandated reporter shall immediately report the information to the local welfare agency, agency responsible for assessing or investigating the report, police department, county sheriff, tribal social services agency, or tribal police department. The reporter will include ~~his or her~~ their name and address in the report.

B. An oral report shall be made immediately by telephone or otherwise, the oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assessing or investigating the report~~t~~. Any report shall be of sufficient content to identify the child, any person believed to be responsible for the maltreatment of the child if the person is known, the nature and extent of the maltreatment and the name and address of the reporter.

C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

D. A mandated reporter who knows or has reason to know of the deprivation of custodial or parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.

E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.

F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.

G. An employer of a mandated reporter shall not retaliate against the person for reporting in good faith maltreatment against a child with respect to whom a report is made, because of the report.

H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, plus costs and reasonable attorney fees. Knowingly or recklessly making a false report also may result in discipline.

## V. INVESTIGATION

A. The responsibility for assessing or investigating reports of suspected maltreatment rests with the appropriate state, county, or local agency or agencies. The agency responsible for assessing or investigating reports of maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged offender, and any other person with knowledge of the maltreatment for the purpose of gathering the facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of the alleged offender or parent, legal guardian, or a school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.

B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.

C. Except where the alleged offender is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.

D. Where the alleged offender is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.

E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

## VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR

**POTENTIAL ABUSE**

A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.

B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

## VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

Under certain circumstances, alleged physical or sexual abuse may also be sexual harassment or violence under Minnesota law. If so, the duties relating to the reporting and investigation of such harassment or violence may be applicable.

## VIII. DISSEMINATION OF POLICY AND TRAINING

A. This policy shall appear on the district website.

B. The school district will develop a method of discussing this policy with school personnel.

C. This policy shall be reviewed at least annually for compliance with state law.

***Legal References:***
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
Minn. Stat. § 260C.007, Subd. 4, Clause (5) (Child in Need of Protection)
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)
Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 609.02, Subd. 6 (Definitions – Dangerous Weapon)
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)
Minn. Stat. § 609.379 (Reasonable Force)

20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

***Cross References:*** Burnsville-Eagan-Savage School District Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
Burnsville-Eagan-Savage School District Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
Burnsville-Eagan-Savage School District Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Burnsville-Eagan-Savage School District Policy 406 (Public and Private Personnel Data)
Burnsville-Eagan-Savage School District Policy 423 (Employee-Student Relationships)

*Adopted:* *4/14/2016* *Burnsville-Eagan-Savage School District Policy 707*
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*Rescinds:*

# 707 TRANSPORTATION OF PUBLIC-SCHOOL STUDENTS

## I. PURPOSE

The purpose of this policy is to provide for the transportation of students consistent with the requirements of law.

## II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to provide for the transportation of students in a manner which will protect their health, welfare, and safety.

B. The school district recognizes that transportation is an essential part of the school district services to students and parents or guardians but further recognizes that transportation by school bus is a privilege and not a right for an eligible student.

## III. DEFINITIONS

A. "Child with a disability" includes every child identified under federal and state special education law as deaf or hard of hearing, blind or visually impaired, deafblind, or having a speech or language impairment, a physical impairment, other health disability, developmental cognitive disability, an emotional or behavioral disorder, specific learning disability, autism spectrum disorder, traumatic brain injury, or severe multiple impairments, and who needs special education and related services, as determined by the rules of the Commissioner of Education ("Commissioner"). A licensed physician, an advanced practice nurse, or a licensed psychologist is qualified to make a diagnosis and determination of attention deficit disorder or attention deficit hyperactivity disorder for purposes of identifying a child with a disability. In addition, every child under age three, and at the school district's discretion from age three to seven, who needs special instruction and services, as determined by the rules of the Commissioner, because the child has a substantial delay or has an identifiable physical or mental condition known to hinder normal development is a child with a disability. A child with a short-term or temporary physical or emotional illness or disability, as determined by the rules of the Commissioner, is not a child with a disability.

B. "Home" is the legal residence of the child. In the discretion of the school district, "home" also may be defined as a licensed day care facility, school day care facility, a respite care facility, the residence of a relative, or the residence of a person chosen by the student's parent or guardian as the home of a student for part or all of the day, if requested by the student's parent or guardian, or an

afterschool program for children operated by a political subdivision of the state, if the facility, residence, or program is within the attendance area of the school the student attends. Unless otherwise specifically provided by law, a homeless student is a resident of the school district if enrolled in the school district.

C. "Homeless student" means a student, including a migratory student, who lacks a fixed, regular, and adequate nighttime residence and includes: students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; are awaiting foster care placement; have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings, and migratory children who qualify as homeless because they are living in any of the preceding listed circumstances.

D. "Nonpublic school" means any school, church, or religious organization, or home school wherein a resident of Minnesota may legally fulfill the compulsory instruction requirements of Minnesota Statutes, section 120A.22, which is located within the state, and which meets the requirements of Title VI of the Civil Rights Act of 1964.

E. "Nonresident student" is a student who attends school in the school district and resides in another district, defined as the "nonresident district." In those instances when the divorced or legally separated parents or parents residing separately share joint physical custody of a student and the parents or guardians reside in different school districts, the student shall be a resident of the school district designated by the student's parents or guardians. When parental rights have been terminated by court order, the legal residence of a student placed in a residential or foster facility for care and treatment is the district in which the student resides.

F. "Pupil support services" are health, counseling, and guidance services provided by the public school in the same district where the nonpublic school is located.

G. "School of origin," for purposes of determining the residence of a homeless student, is the school that the student attended when permanently housed or the school in which the student was last enrolled.

H. "Shared time basis" is a program where students attend public school for part of the regular school day and who otherwise fulfill the requirements of Minnesota Statutes, section 120A.22 by attendance at a nonpublic school.

I. "Student" means any student or child attending or required to attend any school as provided in Minnesota law and who is a resident or child of a resident of Minnesota.

## IV. ELIGIBILITY

A. Upon the request of a parent or guardian, the school district shall provide transportation to and from school, at the expense of the school district, for all resident secondary students who reside one and one-half (1 ½) miles or more from the school, and all resident elementary students who reside one mile or more from the school, except for those students whose transportation privileges have been revoked or have been voluntarily surrendered by the student's parent or guardian. Distances are calculated based on where a family driveway meets the street, following the center of the street, to the nearest access point to the school property.

B. The school district may, in its discretion, also provide transportation to any student to and from school, at the expense of the school district, for any other purpose deemed appropriate by the school board.

C. In the discretion of the school district, transportation along regular school bus routes may also be provided, where space is available, to any person where such use of a bus does not interfere with the transportation of students. The cost of providing such transportation must be paid by those individuals using these services or some third-party payor. Bus transportation also may be provided along school bus routes when space is available for participants in early childhood family education programs and school readiness programs if these services do not result in an increase in the school district's expenditures for transportation.

D. For purposes of stabilizing enrollment and reducing mobility, the school district may, in its discretion, establish a full-service school zone and may provide transportation for students attending a school in that full-service school zone. A full-service school zone may be established for a school that is located in an area with higher than average crime or other social and economic challenges and that provides education, health or human services, or other parental support in collaboration with a city, county, state, or nonprofit agency.

## V. TRANSPORTATION OF NONRESIDENT STUDENTS

A. If requested by the parent of a nonresident student, the school district shall provide transportation within its borders to a nonresident student at the same level of service that is provided to resident students.

B. If the school district decides to transport a nonresident student within the student's resident district, the school district will notify the student's resident district of its decision, in writing, prior to providing transportation.

C. When divorced or legally separated parents or parents residing separately reside in different school districts and share physical custody of a student, the parents or guardians shall be responsible for the transportation of the student to the border of the school district during those times when the student is residing with the parent in the nonresident school district.

D. The school district may provide transportation to allow a student who attends a high-need English language learner program and who resides within the transportation attendance area of the program to continue in the program until the student completes the highest grade level offered by the program.

## VI. TRANSPORTATION OF RESIDENT STUDENTS TO NONDISTRICT SCHOOLS

A. In general, the school district shall not provide transportation between a resident student's home and the border of a nonresident district where the student attends school under the Enrollment Options Program. A parent may be reimbursed by the nonresident district for the costs of transportation from the pupil's residence to the border of the nonresident district if the student is from a family whose income is at or below the poverty level, as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week. (Minnesota Statutes, section 124D.03, subdivision 8).

B. Resident students shall be eligible for transportation to and from a nonresident school district at the expense of the school district, if in the discretion of the school district, inadequate room, distance to school, unfavorable road conditions, or other facts or conditions make attendance in the resident student's own district unreasonably difficult or impracticable. The school district, in its discretion, may also provide for transportation of resident students to schools in other districts for grades and departments not maintained in the district, including high school, for the whole or a part of the year or for resident students who attend school in a building rented or leased by the school district in an adjacent district.

C. In general, the school district is not responsible for transportation for any resident student attending school in an adjoining state under a reciprocity agreement but may provide such transportation services at its discretion.

## VII. SPECIAL EDUCATION STUDENTS/STUDENTS WITH A DISABILITY/ STUDENTS WITH TEMPORARY DISABILITIES

A. Upon a request of a parent or guardian, the board must provide necessary transportation, consistent with Minnesota Statutes, section 123B.92, subdivision 1(b)(4), for a resident child with a disability not yet enrolled in kindergarten for the provision of special instruction and services. Special instruction and services for a child with a disability not yet enrolled in kindergarten include an individualized education program (IEP) team placement in an early childhood program when that placement is necessary to address the child's level of functioning and needs.

B. Resident students with a disability whose handicapped conditions are such that the student cannot be safely transported on the regular school bus and/or school

bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the school. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the condition and applicable laws. This provision shall not be applicable to parents or guardians who transport their own child under a contract with the school district.

C. Resident students with a disability who are boarded and lodged at Minnesota state academies for educational purposes, but who also are enrolled in a public school within the school district, shall be provided transportation, by the school district to and from said board and lodging facilities, at the expense of the school district.

D. If a resident student with a disability attends a public school located in a contiguous school district and the school district of attendance does not provide special instruction and services, the school district shall provide necessary transportation for the student between the school district boundary and the educational facility where special instruction and services are provided within the school district. The school district may provide necessary transportation of the student between its boundary and the school attended in the contiguous district, but shall not pay the cost of transportation provided outside the school district boundary.

E. When a student with a disability or a student with a short-term or temporary disability is temporarily placed for care and treatment in a day program located in another school district and the student continues to live within the school district during the care and treatment, the school district shall provide the transportation, at the expense of the school district, to that student. The school district may establish reasonable restrictions on transportation, except if a Minnesota court or agency orders the child placed at a day care and treatment program and the school district receives a copy of the order, then the school district must provide transportation to and from the program unless the court or agency orders otherwise. Transportation shall only be provided by the school district during regular operating hours of the school district.

F. When a nonresident student with a disability or a student with a short-term or temporary disability is temporarily placed in a residential program within the school district, including correctional facilities operated on a fee-for-service basis and state institutions, for care and treatment, the school district shall provide the necessary transportation at the expense of the school district. Where a joint powers entity enters into a contract with a privately owned and operated residential facility for the provision of education programs for special education students, the joint powers entity shall provide the necessary transportation.

G. Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law.

H. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in Minnesota Statutes, Chapter 125A.

## VIII. HOMELESS STUDENTS

A. Homeless students shall be provided with transportation services comparable to other students in the school district.

B. Upon request by the student's parent, guardian, or homeless education liaison, the school district shall provide transportation for a homeless student as follows:

1. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements within the school district shall be provided transportation to and from the secondary resident student's school of origin and the shelter or other non-shelter on the same basis as transportation services are provided to other students in the school district.

2. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements outside of the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location on the same basis as transportation services are provided to other students in the school district, unless the school district and the school district in which the student is temporarily placed agree that the school district in which the student is temporarily placed shall provide transportation.

3. If a nonresident student is homeless and is residing in a public or private homeless shelter or has other non-shelter living arrangements within the school district, the school district may provide transportation services between the shelter or non-shelter location and the student's school of origin outside of the school district upon agreement with the school district in which the school of origin is located.

4. A homeless nonresident student enrolled under Minnesota Statutes section 124D.08, subdivision 2a, must be provided transportation from the student's district of residence to and from the school of enrollment.

## IX. AVAILABILITY OF SERVICES

Transportation shall be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break. Transportation may be provided for summer instructional programs for students with a disability or in conjunction with a learning year program. Transportation between home and school may also be provided, in the discretion of the school district, on staff development days.

## X. MANNER OF TRANSPORTATION

The scheduling of routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, the determination of fees, and any other matter relating thereto shall be within the sole discretion, control and management of the school board. The school district may, in its discretion, provide room and board, in lieu of transportation, to a student who may be more economically and conveniently provided for by that means.

## XI. RESTRICTIONS

Transportation by the school district is a privilege and not a right for an eligible student. A student's eligibility to ride a school bus may be revoked for a violation of school bus safety or conduct policies, or violation of any other law governing student conduct on a school bus pursuant to the school district's discipline policy. Revocation of a student's bus riding privilege is not an exclusion, expulsion, or suspension under the Pupil Fair Dismissal Act. Revocation procedures for a student who is an individual with a disability under 20 United States Code section 1415 (Individuals with Disabilities Act), 29 United States Code section 794 (the Rehabilitation Act), and 42 United States Code, section 12132, (Americans with Disabilities Act) are governed by these provisions.

## XII. FEES

A. In its discretion, the school district may charge fees for transportation of students to and from extracurricular activities conducted at locations other than school, where attendance is optional.

B. The school district may charge fees for transportation of students to and from school when authorized by law. If the school district charges fees for transportation of students to and from school, guidelines shall be established for that transportation to ensure that no student is denied transportation solely because of inability to pay. The school district also may waive fees for transportation if the student's parent is serving in, or within the past year has served in, active military service as defined in Minnesota Statutes section 190.05.

C. The school district may charge reasonable fees for transportation of students to and from post-secondary institutions for students enrolled under the post-secondary enrollment options program. Families who qualify for mileage reimbursement may use their state mileage reimbursement to pay this fee.

D. Where, in its discretion, the school district provides transportation to and from an instructional community-based employment site that is part of an approved work-based training program, the school district may require the payment of reasonable fees for transportation from students who receive remuneration for their participation in these programs.

***Legal References:*** Minn. Stat. § 120A.22 (Compulsory Instruction)

Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.59 (Bus Transportation is a Privilege Not a Right)
Minn. Stat. § 123B.36 (Authorized Fees)
Minn. Stat. § 123B.41 (Definitions)
Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.04 (Enrollment Options Programs in Border States)
Minn. Stat. § 124D.041 (Reciprocity with Adjoining States)
Minn. Stat. § 124D.08 (School Board's Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. Ch. 125A (Special Education and Specials Programs)
Minn. Stat. § 125A.02 (Children with a Disability, Defined)
Minn. Stat. § 125A.12 (Attendance in Another District)
Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)
Minn. Stat. § 125A.51 (Placement of Children Without Disabilities; Education and Transportation)
Minn. Stat. § 125A.515 (Placement of Students; Approval of Education Program)
Minn. Stat. § 125A.65 (Attendance at Academies for the Deaf and Blind)
Minn. Stat. § 126C.01 (Definitions)
Minn. Stat. § 127A.47 (Payments to Resident and Nonresident Districts)
Minn. Stat. § 190.05 (Definitions)
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disabilities)
20 U.S.C. § 1415 (Individuals with Disabilities Education Act)
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 2000d (Prohibition Against Exclusion from Participation in, Denial of Benefits of, and Discrimination under Federally Assisted Programs on Ground of Race, Color, or National Origin)
42 U.S.C. § 11431, *et seq.* (McKinney-Vento Homeless Assistance Act of 2001)
42 U.S.C. § 12132, *et seq.* (Americans With Disabilities Act)

***Cross References:*** Burnsville-Eagan-Savage School District Policy 708 (Transportation of Nonpublic School Students)
Burnsville-Eagan-Savage School District Policy 709 (Student Transportation Safety Policy)
Burnsville-Eagan-Savage School District Policy 710 (Extracurricular Transportation)

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*Rescinds*

## 708 TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS

### I. PURPOSE

The purpose of this policy is to address transportation rights of nonpublic school students and to provide equality of treatment in transporting such students pursuant to law.

### II. GENERAL STATEMENT OF POLICY

The policy of the school district is to recognize the rights of nonpublic school students and to provide equal transportation to those students as required by law.

### III. ELIGIBILITY

A. The school district shall provide equal transportation within the school district for all students to any school when transportation is deemed necessary by the school district because of distance or traffic conditions in like manner and form as provided in Minnesota Statutes sections 123B.88 and 123B.92 when applicable.

B. Upon the request of a parent or guardian, the school district shall provide school bus transportation to the school district boundary for students residing in the school district at least the same distance from a nonpublic school actually attended in another school district as public school students are transported in the transporting school district. Such transportation must be provided whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means.

C. The school district may provide school bus transportation to a nonpublic school in another school district for students residing in the school district and attending that school, whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. If the school district transports students to a nonpublic school located in another school district, the nonpublic school must ~~shall~~ pay the cost of such transportation provided outside the school district boundaries.

D. The school district shall provide the necessary transportation within school district boundaries between the nonpublic school and a public school or neutral site for

nonpublic school students who are provided pupil support services if the school district elects to provide pupil support services at a site other than a nonpublic school.

E. When transportation is provided, the scheduling of routes, manner and method of transportation, control and discipline of students, and any other matter relating thereto shall be within the sole discretion, control, and management of the school district. A nonpublic or charter school student transported by the school district shall comply with school district student bus conduct and student bus discipline policies.

F. The school board and a nonpublic school may mutually agree to a written plan for the board to provide nonpublic transportation to nonpublic school students. The school district must report the number of nonpublic school students transported and the nonpublic pupil transportation expenditures incurred in the form and manner specified by the Minnesota Commissioner of Education.

G. If the school board provides pupil transportation through the school's employees, the school board may transport nonpublic school students according to the plan and retain the nonpublic pupil transportation aid attributable to that plan. A nonpublic school may make a payment to the school district to cover additional transportation services agreed to in the written plan for nonpublic pupil transportation services not required under Minnesota Statutes, sections 123B.84 to 123B.87.

H. A school board that contracts for pupil transportation services may enter into a contractual arrangement with a school bus contractor according to the written plan adopted by the school board and the nonpublic school to transport nonpublic school students and retain the nonpublic pupil transportation aid attributable to that plan for the purposes of paying the school bus contractor. A nonpublic school may make a payment to the school district to cover additional transportation services agreed to in the written plan for nonpublic pupil transportation services included in the contract that are not required under Minnesota Statutes, sections 123B.84 to 123B.87.

I. Additional transportation to and from a nonpublic school may be provided at the expense of the school district when such services are provided in the discretion of the school district.

## IV. SPECIAL EDUCATION/ STUDENTS WITH DISABILITIES

A. If a resident student with a disability attends a nonpublic school located within the school district, the school district shall provide necessary transportation for the student within the school district between the nonpublic school and the educational facility where special instruction and services are provided on a shared-time basis. If a resident student with a disability attends a nonpublic school located in another school district and if no agreement exists for the provision of special instruction and services on a shared time basis to that student by the

school district of attendance and where the special instruction and services are provided within the school district, the school district must ~~shall~~ provide necessary transportation for that student between the school district boundary and the educational facility. The school district may provide necessary transportation for that student between its boundary and the nonpublic school attended, but the nonpublic school must ~~shall~~ pay the cost of transportation provided outside the school district boundary. School districts may make agreements for who provides transportation. Parties serving students on a shared time basis have access to a due process hearing system as provided by law.

B. When the disabling conditions of a student with a disability are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program, the student shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the disabling condition and applicable laws. This section shall not be applicable to parents who transport their own child under a contract with the school district.

C. Each driver and aide assigned to a vehicle transporting students with a disability must

(1) be instructed in basic first aid and procedures for the students under their care:
(2) within one month after the effective date of assignment, participate in a program of in-service training on the proper methods of dealing with the specific needs and problems of students with disabilities;

(3) assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and

(4) ensure that proper safety devices are in use and fastened properly.

D. Each driver and aide assigned to a vehicle transporting students with a disability shall have available to them the following information in hard copy or immediately accessible through a two-way communication system:

(1) the student's name and address;

(2) the nature of the student's disabilities;

(3) emergency health care information; and

(4) the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.

E. Any parent of a student with a disability who believes that the transportation

services provided for that child are not in compliance with the applicable law may utilize the due process procedures provided for in Minnesota Statutes chapter 125A.

## V. APPLICATION OF GENERAL POLICY

The provisions of the school district's policy on transportation of public school students *[Burnsville-Eagan-Savage School District Policy 707]* shall apply to the transportation of nonpublic school students except as specifically provided herein.

***Legal References:***
Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
Minn. Stat. § 123B.84 (Policy)
Minn. Stat. § 123B.86 (Equal Treatment)
Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
Minn. Stat. § 123B.91, Subd. 1a (School District Bus Safety Requirements)
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Stat. Ch. 125A (Special Education and Special Programs)
Minn. Stat. § 125A.18 (Special Instruction; Nonpublic Schools)
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disabilities)
*Americans United, Inc. as Protestants and Other Am. United for Separation of Church and State, et al. v. Independent Sch. Dist. No. 622, et al.*, 288 Minn. 1996, 179 N.W.2d 146 (Minn. 1970)
*Eldredge v. Independent Sch. Dist. No. 625*, 422 N.W.2d 319 (Minn. Ct. App. 1988)
*Healy v. Independent Sch. Dist. No. 625*, 962 F.2d 1304 (8th Cir. 1992)
Minn. Op. Atty. Gen. 166a-7 (June 3, 1983)
Minn. Op. Atty. Gen. 166a-7 (Sept. 14, 1981)
Minn. Op. Atty. Gen. 166a-7 (July 15, 1976)
Minn. Op. Atty. Gen. 166a-7 (July 17, 1970)
Minn. Op. Atty. Gen. 166a-7 (Oct. 3, 1969)
Minn. Op. Atty. Gen. 166a-7 (Sept. 12, 1969)

***Cross References:***
Burnsville-Eagan-Savage School District Policy 707 (Transportation of Public School Students)
Burnsville-Eagan-Savage School District Policy 709 (Student Transportation Safety Policy)

*Adopted:* *1/28/2016* *Burnsville-Eagan-Savage School District Policy 498*
*Reviewed:* ~~*10/28/2021*~~*PRC 09/24/2024*
*Revised:* *11/10/2021*
*Rescinds:* *GBG*

## 498 POLITICAL CAMPAIGNS AND ACTIVITIES

## I. PURPOSES

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

## II. GENERAL STATEMENT OF POLICY

A. The school district will maintain neutrality as to all political campaigns and issues. The school district will not expend public funds or resources to advocate for particular candidates or for only one side of a controversial question. However, the school district may expend reasonable amounts to apprise voters in the school district of facts pertinent to an election, bond issue, or referendum.

B. The school district recognizes the rights of students and employees to participate in political campaigns and political issues, elections, and public service and the right of students to pursue an education conducted in a suitable academic environment free from disruption.

C. To protect First Amendment rights, while at the same time preserving the integrity of the education objectives and responsibilities of the school district, the school board adopts the following guidelines.

## III. DEFINITIONS

A. "Distribution" means circulation or dissemination of material by electronic means and/or by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, or posting or displaying material. This includes, but is not limited to, posting on a wall, bulletin board, or other building surface, or anywhere on school district property; leaving items to be picked up by interested persons; directly giving items to persons; or placing items in rooms in a school district building.

B. "Nonschool-sponsored material" or "unofficial material" includes all materials or objects intended for distribution, except school newspapers, employee newsletters, literary magazines, yearbooks, and other publications funded and/or sponsored or authorized by the school. Examples of nonschool-sponsored

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

C. "Nonschool person" means any person who is not a currently enrolled student or a current employee of the school district.

D. "Political materials" include, but are not limited to, digital or any paper, handbill, poster, booklet, brochure, advertisement, sample ballot, display, or audio or video presentation, that pertains to a political candidate or political issue.

E. "Political issue" is an issue that is the subject of a public referendum which is being debated by political candidates or organizations.

F. "Political candidate" is a person who seeks nomination or election to partisan or nonpartisan public or party office or who has filed as candidate for election.

G. A "political activity" is an act that is of a nature, done with intent, or done in a way, to influence or tend to directly or indirectly influence, voting at a primary or an election or, if it is done because a person is about to vote, has voted, or has refrained from voting at a primary or an election.

H. "School activities" means any activity sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays, and in-school lunch periods.

I. "Work hours" for school district employees refer to the period between the time an employee is scheduled to begin work and the end of the employee's assigned work day (excluding the employee's lunch and break periods), and any paid overtime hours or extra-duty hours for which the employee has volunteered or been assigned.

## IV. PROCEDURES

A. Political Activities of Employees in General

1. Employees of the school district, while acting in the capacity of a school district employee, shall not engage in any political activity during the school day, during work hours, or at school activities.

2. School district employees shall be free to engage in political activities outside of the school day, work hours, or school activities and to campaign and run for political office. Employees shall not allow such political activities to interfere with the proper performance of their school duties and shall not use school time, supplies, or equipment in these activities.

3. A school district employee or official shall not use ~~his or her~~ their official authority or influence to compel a person to take part in a political activity, to pay or promise to pay a political contribution, or apply for membership in or become a member in a political organization.

4. Teachers or other school district employees may not use or recruit students during the school day, during work hours, or at school activities for either distribution of political materials or other political activities.

5. School district employees, while acting in the capacity of a school district employee, shall refrain from any conduct that is intended to be or that reasonably could be perceived as endorsing or opposing specific political issues or political candidates.

6. The implementation of and compliance with this policy shall be coordinated by the superintendent or designee. All inquiries regarding school district elections, referendum, candidates and campaigns shall be referred to the superintendent or designee.

B. Distribution of Political Materials

1. The distribution of political materials on school district property by nonschool persons is governed by Policy 904, Distribution of Materials on School District Property by Nonschool Persons.

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

C. School District Property, Facilities, and Activities

1. Nonpublic forums. All school district property and facilities are nonpublic forums that are designated as reserved for their intended purpose of education and education-related activities. Political activities will not be allowed in such nonpublic forums unless it is part of approved curriculum. Further, reasonable time, place, and manner restrictions may be imposed in such a nonpublic forum.

2. Public forums by designation. The building principal, with approval of the superintendent and the school board, may designate specific property or facilities of the school district as limited public forums open for certain expressive activity such as political speech. The open character of such property or facilities will not be retained indefinitely. Further, reasonable time, place, and manner restrictions may be imposed. The building

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

## V. VIOLATION OF POLICY

A. Violation of this policy by a student will be halted, and appropriate disciplinary action will be taken in accordance with the school district's student discipline policy and/or any governing statute.

B. Violation of this policy by an employee will be halted, and appropriate disciplinary action will be taken, in accordance with any individual contract, collective bargaining agreement, school district policies and procedures, and/or governing statute.

C. Any other party violating this policy will be requested to leave the school property immediately and, if necessary, the police will be called. In addition, other action may be taken, if appropriate.

## VI. IMPLEMENTATION/NOTICE OF POLICY

A. A copy of this policy will be available to all staff.

B. The school district will develop a method of discussing the policy with students and employees.

C. The school district administration may develop any additional guidelines and procedures necessary to implement this policy. Such additional guidelines shall be submitted to the school board for approval. Upon approval, such guidelines and procedures shall be an addendum to this policy.

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

***Cross References:*** Burnsville-Eagan-Savage School District Policy 505 (Distribution of Nonschool-sponsored Materials on School Premises by Students and Employees)
Burnsville-Eagan-Savage School District Policy 634 (Electronic Technology Acceptable Use Policy)

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

*Adopted:* *4/1991* *Burnsville-Eagan-Savage School District Policy 802*
*Reviewed:* *2/9/2023*
*Revised:* ~~*2/27/2023*~~ *MSBA 6/2024*
*Rescinds:* *DN*

## 802 DISPOSITION OF OBSOLETE EQUIPMENT AND MATERIAL

### I. PURPOSE

The purpose of this policy is to provide guidelines for the superintendent or designee to assist in timely disposition of obsolete equipment and material.

### II. GENERAL STATEMENT OF POLICY

Effective use of school building space, and consideration for safety of personnel, will at times require disposal of obsolete equipment and material.

### III. DEFINITIONS

A. "Contract" means an agreement entered into by the school district for the sale of supplies, materials, or equipment.

B. "Official newspaper" is a regular issue of a qualified legal newspaper.

### IV. MANNER OF DISPOSITION

A. Authorization

The superintendent shall be authorized to dispose of obsolete equipment and materials by selling it at a fair price consistent with the procedures outlined in this policy. Any sale exceeding the minimum amount for which bids are required must first be specifically authorized by the school board. The superintendent or designee shall be authorized to properly dispose of used books, materials, and equipment deemed to have little or no value.

B. Contracts Over $175,000

1. If the value of the equipment or materials is estimated to exceed $175,000, sealed bids shall be solicited by two weeks' published notice in the official newspaper. This notice shall state the time and place of receiving bids and contain a brief description of the subject matter. Additional publication in the official newspaper or elsewhere may be made as the school board shall deem necessary.

2. The sale shall be awarded to the highest responsible bidder, be duly executed in writing, and be otherwise conditioned as required by law.

3. A record shall be kept of all bids, with names of bidders and amounts of bids, and an indication of the successful bid. A bid containing an alteration or erasure of any price contained in the bid which is used in determining the highest responsible bid shall be rejected unless the alteration or erasure is corrected by being crossed out and the correction printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid.

4. In the case of identical high bids from two or more bidders, the school board may, at its discretion, utilize negotiated procurement methods with the tied high bidders so long as the price paid does not go below the high tied bid price. In the case where only a single bid is received, the school board may, at its discretion, negotiate a mutually agreeable contract with the bidder so long as the price paid does not fall below the original bid. If no satisfactory bid is received, the board may readvertise.

5. All bids obtained shall be kept on file for a period of at least one year after their receipt. Every contract made without compliance with the foregoing provisions shall be void.

6. Data submitted by a business to a school in response to a request for bids are private until opened. Once opened, the name of the bidder and the dollar amount specified become public; all other data are private until completion of the selection process, meaning the school has completed its evaluation and ranked the responses. After completion of the selection process, all data submitted by all bidders are public except trade secret data. If all responses are rejected prior to completion of the selection process, all data remain private, except the name of the bidder and the dollar amount specified which were made public at the bid opening for one year from the proposed opening date or until resolicitation results in completion of the selection process or until a determination is made to abandon the purchase, whichever occurs sooner, at which point the remaining data becomes public. Data created or maintained by the school district as part of the selection or evaluation process are protected as nonpublic data until completion of the selection or evaluation process. At that time, the data are public with the exception of trade secret data.

C. Contracts From $25,000 to $175,000

If the amount of the sale is estimated to exceed $25,000 but not to exceed $175,000, the contract may be made either upon sealed bids in the manner directed above or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding notice. All quotations obtained shall be kept on file for a period of at least one year after receipt.

D. Contracts $25,000 or Less

If the amount of the sale is estimated to be $25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the school board. The sale in the open market may be by auction. If the contract is made on quotation, it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after receipt.

E. Electronic Sale of Surplus Supplies, Materials, and Equipment

Notwithstanding the other procedural requirements of this policy, the school district may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused through an electronic selling process in which purchasers compete to purchase the supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

F. Notice of Quotation

Notice of procedures to receive quotations shall be given by publication or other means as appropriate to provide reasonable notice to the public.

G. Sales to Employees

No officer or employee of the school district shall sell or procure for sale or possess or control for sale to any other officer or employee of the school district any property or materials owned by the school district unless the property and materials are not needed for public purposes and are sold to a school district employee after reasonable public notice, at a public auction or by sealed response, if the employee is not directly involved in the auction or sale process. Reasonable notice shall include at least one week's published or posted notice. A school district employee may purchase no more than one motor vehicle from the school district at any one auction. This section shall not apply to the sale of property or materials acquired or produced by the school district for sale to the general public in the ordinary course of business. Nothing in this section shall prohibit an employee of the school district from selling or possessing for sale public property if the sale or possession for sale is in the ordinary course of business or the normal course of the employee's duties.

H. Exceptions for Surplus School Computers

1. A school district may bypass the requirements for competitive bidding and is not subject to any other laws relating to school district contracts if it is disposing of surplus school computer and related equipment, including tablet devices, by conveying the property and title to:

   a. another school district;

   b. the state department of corrections;

c. the board of trustees of Minnesota State Colleges and Universities; or

d. the family of a student residing in the district whose total family income meets the federal definition of poverty.

e. a charitable organization under section 501(c)(3) of the Internal Revenue Code that is registered with the attorney general's office for educational use.

2. If surplus school computers are not disposed of as described in Paragraph 1., upon adoption of a written resolution of the school board, when updating or replacing school computers, including tablet devices, used primarily by students, the school district may sell or give used computers or tablets to qualifying students at the price specified in the written resolution. A student is eligible to apply to the school board for a computer or tablet under this subdivision if the student is currently enrolled in the school and intends to enroll in the school in the year following the receipt of the computer or tablet. If more students apply for computers or tablets than are available, the school must first qualify students whose families are eligible for free or reduced-price meals and then dispose of the remaining computers or tablets by lottery.

***Legal References:***
Minn. Stat. § 13.591 (Business Data)
Minn. Stat. § 15.054 (Sale or Purchase of State Property; Penalty)
Minn. Stat. § 123B.29 (Sale of School Building at Auction)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 471.85 (Property Transfer; Public Corporations)
Minn. Stat. § 645.11 (Published Notice)

***Cross References:***
MSBA Service Manual, Chapter 13, School Law Bulletin "F" (School District Contract and Bidding Procedures)
Burnsville-Eagan-Savage School District Policy 422 (Policies Incorporated by Reference)

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6. Approve No Changes to Policy 722: *Public Data Requests* 69

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.

Burnsville · Eagan · Savage

**Agenda IV.A.6.**
**October 10, 2024**

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

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

**Date:** October 10, 2024

**Re:** Approve No Changes to Policy: 722 *Public Data Requests*

**Recommendation:** That the Board of Education approve no changes to Policy: 722 *Public Data Requests.*

This policy was reviewed at the by the Policy Review Committee on September 24, 2024.

**Notes:**

- Policy 722: Annual Review Required

*Adopted: 1/10/2019* *Burnsville-Eagan-Savage School District Policy 722*
*Reviewed: ~~8/10/2023~~PRC 09/24/2024*
*Revised: 8/24/2023*
*Rescinds*

# 722 PUBLIC DATA REQUESTS

## I. PURPOSE

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

## II. GENERAL STATEMENT OF POLICY

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (MGDPA), and Minnesota Rules Parts 1205.0100-1205.2000 in responding to requests for public data.

## III. DEFINITIONS

A. Confidential Data on Individuals

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

B. Data on Individuals

All government data in which an individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance officer.

D. Government Data

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

E. Individual

"Individual" means a natural person. In the case of a minor or an incapacitated person as defined in the Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

F. Inspection

"Inspection" means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public's own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a.) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of the data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

"Public data" means all government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute,

temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes sections 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

N. Responsible Authority

"Responsible authority" means the individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

O. Summary Data

"Summary data" means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

## IV. REQUESTS FOR PUBLIC DATA

A. All requests for public data must be made in writing directed to the responsible authority.

1. A request for public data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact the requestor (such as phone number, address, or email address).

2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.

3. The identity of the requestor is public, if provided, but cannot be required by the government entity.

4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

B. The responsible authority will respond to a data request at reasonable times and places as follows:

1. The responsible authority will notify the requestor in writing as follows:

a. The requested data does not exist; or

b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or

(1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.

(2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.

c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.

2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.

3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.

4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.

5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

## V. REQUEST FOR SUMMARY DATA

A. A request for the preparation of summary data shall be made in writing directed to the responsible authority at Diamondhead Education Center, 200 West Burnsville Parkway, Burnsville, MN, 55337.

1. A request for the preparation of summary data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact requestor (phone number, address, or email address).

B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:

1. The estimated costs of preparing the summary data, if any; and

2. The summary data requested; or

3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or

4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.

C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

## VI. DATA BY AN INDIVIDUAL DATA SUBJECT

A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.

B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.

C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.

D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.

E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.

G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.

H. The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the commissioner shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.

I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.

J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the commissioner of administration's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

## VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA

A. All requests for individual subject data must be made in writing directed to the responsible authority.

B. A request for individual subject data must include the following information:

1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;

2. Date the request is made;

3. A clear description of the data requested;

4. Proof that the individual is the data subject or the data subject's parent or guardian;

5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

6. Method to contact the requestor (such as phone number, address, or email address).

C. The identity of the requestor of private data is private.

D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

## VIII. COSTS

A. Public Data

1. The school district will charge for copies or an electronic data file provided as follows:

a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.

b. More than 100 pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.

(1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).

(2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.

c. 1,000 or fewer lines of electronic data will be charged at $30.00. Each additional 500 lines of data will be charged at $5.00.

2. All charges must be paid for in cash in advance of receiving the copies.

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.

2. The school district may assess costs associated with the preparation of summary data as follows:

a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;

b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section VIII.A of this policy that apply to requests for data by the public.

2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

## IX. Annual Review and Posting

A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.

B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

**Data Practices Contacts**

**Responsible Authority:**
Executive Director of Administrative Services
200 W Burnsville Parkway, Burnsville, MN 55337
952-707-2000

**Data Practices Compliance Official:**
Executive Director of Administrative Services
200 W Burnsville Parkway, Burnsville, MN 55337
952-707-2000

**Data Practices Designee(s):**
Executive Director of Administrative Services
200 W Burnsville Parkway, Burnsville, MN 55337
952-707-2000

***Legal References:*** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.01 (Government Data)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.025 (Government Entity Obligation)
Minn. Stat. § 13.03 (Access to Government Data)
Minn. Stat. § 13.04 (Rights of Subjects to Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. § 13.32 (Educational Data)

Minn. Rules Part 1205.0300 (Access to Public Data)
Minn. Rules Part 1205.0400 (Access to Private Data)

***Cross References:*** Burnsville-Eagan-Savage School District Policy 406 (Public and Private Personnel Data)
Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)

B. New Business 82

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.

**October 10, 2024 Board Meeting**

Board Members' Questions and Staff Responses regarding BoardBook materials

(Personnel Report)

| Board Member Question | Staff Response |
|---|---|
| Is Elementary Administrative Assistant a new position? I don't recall seeing this position previously and need clarity on a 1.0 FTE that is on a stipend.<br>- Please elaborate on when this position was added, roles/responsibilities, etc.<br>- Seeing that this is 1.0 FTE stipend, how are we addressing time with students for the Digital Learning Specialist at this school?<br>- At which of our other elementary schools does this same position exist?<br>- What is the amount of the stipend? | We can find records for at least 13 years at all of the elementary buildings. This is a common practice in districts to have a stipend position for support for buildings with only one administrator. It provides support for the building primarily when the principal is either occupied or out of the building. 1.0 primarily means that it is a full stipend, it is not a full release position. It is on top of the responsibilities the person already has. The stipend pays $2,800. We have 8 elementary buildings, so 8 people are receiving this stipend above their regular assignment. |
| | |
| | |

(Topic)

| Board Member Question | Staff Response |
|---|---|

| | |
|---|---|
| | |
| | |
| | |

(Topic)

| Board Member Question | Staff Response |
|---|---|
| | |
| | |
| | |

1

1. Adopt an Authorizing Resolution to Issue Refunding Bonds 85
   **Speaker(s):** Tyler Dehne, Director of Finance

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.

Burnsville · Eagan · Savage

**Agenda IV.B.1.**
**October 10, 2024**

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

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

**Date:** October 10, 2024

**Re:** Adopt an Authorizing Resolution to Issue Refunding Bonds

**Recommendation:** That the board of education adopt the resolution outlined in the board packet stating the intention of the school board to issue general obligation school building refunding bons, series 2024A, in the aggregate principal amount of approximately $46,910,000; and taking other actions with respect thereto.

EXTRACT OF MINUTES OF A MEETING
OF THE SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 191
(BURNSVILLE-EAGAN-SAVAGE)
DAKOTA AND SCOTT COUNTIES, MINNESOTA

Pursuant to due call and notice thereof a regular meeting of the School Board of Independent School District No. 191 (Burnsville-Eagan-Savage), Dakota and Scott Counties, Minnesota, was held in the School District on October 10, 2024 at 6:30 o'clock p.m.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION STATING THE INTENTION OF THE SCHOOL BOARD TO ISSUE GENERAL OBLIGATION SCHOOL BUILDING REFUNDING BONDS, SERIES 2024A, IN THE AGGREGATE PRINCIPAL AMOUNT OF APPROXIMATLEY $46,910,000; AND TAKING OTHER ACTIONS WITH RESPECT THERETO**

BE IT RESOLVED by the School Board (the "Board") of Independent School District No. 191 (Burnsville-Eagan-Savage), Dakota and Scott Counties, Minnesota (the "District"), as follows:

1. Background. It is hereby determined that:

(a) The District is authorized by Minnesota Statutes, Chapter 475, as amended (the "Act"), including Section 475.67 of the Act ("Section 475.67") to issue and sell its general obligation bonds to refund outstanding bonds when determined by the Board to be necessary and desirable for the reduction of debt service costs to the District.

(b) On May 7, 2015, the District issued its General Obligation School Building Refunding Bonds, Series 2015A (the "Series 2015A Bonds"), in the original aggregate principal amount of $64,485,000, pursuant to the Act, and a special election held February 24, 2015, for the purpose of financing the acquisition and betterment of school sites and facilities in the District. The Series 2015A Bonds are currently outstanding in the principal amount of $53,430,000, of which $51,605,000 is subject to optional redemption and prepayment on or after February 1, 2025.

(c) The Board hereby finds and determines that it is necessary and desirable for the reduction of debt service costs to the District that the District issue its General Obligation School Building Refunding Bonds, Series 2024A in the aggregate principal amount of approximately $46,910,000 (the "Bonds"), pursuant to the Act, including Section 475.67, to optionally redeem and prepay all or a portion of the outstanding Series 2015A Bonds.

2. Covenant as to State Credit Enhancement.

(a) The District hereby covenants and obligates itself to notify the Commissioner of Education (the "Commissioner") of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 (the "Credit Enhancement Act") to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the paying agent for the Bonds (the "Paying Agent"), or any successor paying agent, three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner that it will be unable to make all or a portion of that payment. The Paying Agent is authorized and directed to notify the Commissioner if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the date a payment is due on the Bonds, there are insufficient funds on deposit with the Paying Agent to make that payment. The District understands that as a result of its covenant to be bound by the provisions of the Credit Enhancement Act, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

(b) The District further covenants to comply with all procedures now and hereafter established by the Minnesota Departments of Management and Budget and Education pursuant to subdivision 2(c) of the Credit Enhancement Act and otherwise to take such actions as necessary to comply with that section. The Board Chair, Clerk, Treasurer, Superintendent, or Director of Finance of the District are authorized to execute any applicable Minnesota Department of Education forms.

3. Sale of Bonds. The Board has retained Ehlers and Associates, Inc. (the "Municipal Advisor"), to serve as the District's independent municipal advisor with respect to the offer and sale of the Bonds and, therefore, is authorized by Section 475.60, subdivision 2(9), of the Act to sell the Bonds other than pursuant to a competitive sale.

4. The Board shall meet at the time specified in the Preliminary Official Statement or at such other time designated by the Board to receive and consider proposals for the purchase of the Bonds and take any other appropriate action with respect to the Bonds.

5. Authority of Municipal Advisor. The Municipal Advisor is authorized and directed to assist the District in the preparation and dissemination of a Preliminary Official Statement to be distributed to potential purchasers of the Bonds and to open, read, and tabulate the proposals for the purchase of the Bonds for presentation to the Board. The Municipal Advisor is further authorized and directed to assist the District in the award and sale of the Bonds on behalf of the District after receipt of written proposals and to assist the District in the preparation and dissemination of a final Official Statement with respect to the Bonds.

6. Authority of Bond Counsel. The law firm of Kennedy & Graven, Chartered, is authorized to act as bond counsel for the District ("Bond Counsel"), and to assist in the preparation and review of necessary documents, certificates, and instruments related to the Bonds. The officers, employees, and agents of the District are hereby authorized to assist Bond Counsel in the preparation of such documents, certificates, and instruments.

(The remainder of this page is intentionally left blank.)

The motion for the adoption of the foregoing resolution was duly seconded by _____, and upon vote being taken thereon, the following voted in favor of the motion:

and the following voted against:

whereupon the resolution was declared duly passed and adopted.

| | |
|---|---|
| STATE OF MINNESOTA | ) |
| | ) |
| COUNTIES of DAKOTA | ) |
| AND SCOTT | ) ss. |
| | ) |
| INDEPENDENT SCHOOL | ) |
| DISTRICT NO. 191 | ) |

I, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 191 (Burnsville-Eagan-Savage), Dakota and Scott Counties, Minnesota (the "District"), hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the School Board of the District held on the date specified above, with the original minutes on file in my office and the extract is a full, true, and correct copy of the minutes, insofar as they relate to authorizing the issuance of the District's General Obligation School Building Refunding Bonds, Series 2024A, in the aggregate principal amount of approximately $46,910,000.

WITNESS My hand as such Clerk this ____ day of October, 2024.

_____

Clerk of the School Board
Independent School District No. 191 (Burnsville-Eagan-Savage), Dakota and Scott Counties, Minnesota

September 26, 2024

PRE-SALE REPORT FOR

# Independent School District No. 191 (Burnsville-Eagan-Savage), Minnesota

## $46,910,000 General Obligation School Building Refunding Bonds, Series 2024A

**Prepared by:**

Ehlers
3060 Centre Pointe Drive
Roseville, MN 55113

**Advisors:**

Jeff Seeley, Senior Municipal Advisor
Matthew Hammer, Senior Municipal Advisor
Aaron Bushberger, Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

# EXECUTIVE SUMMARY OF PROPOSED DEBT

## Proposed Issue:

$46,910,000 General Obligation School Building Refunding Bonds, Series 2024A

## Purposes:

The proposed issue includes financing To finance the current refunding of the 2026 - 2036 maturities of the District's $64,485,000 General Obligation School Building Bonds, Series 2015A.

The existing bonds have interest rates of 3.0% to 4.0% (see page 8). Based on current market conditions, we estimate that the new refunding bonds will have interest rates of 4.00% to 5.00%, with an expected True Interest Cost of 3.16% (see page 9). We also estimate that the underwriter of the bonds will pay a premium (a price in excess of the par amount of the bonds) to purchase the bonds (see page 7). The combination of the premium and the new interest rates would reduce future debt service payments by an estimated $1,413,307 at current market rates (see page 10). The Net Present Value Benefit of the refunding is estimated to be $1,170,206., equal to 2.18% of the refunded debt service. Actual results will be determined based on market conditions and rates on the day of sale.

This refunding is considered a Current Refunding as the new Bonds will be issued no sooner than 90 days prior to the call date of February 1, 2025 on the 2015A bonds. Debt service on the Bonds will be paid from the District's annual debt service property tax levy.

## Authority:

The Bonds are being issued pursuant to Minnesota Statutes, Section 475.67. The Bonds will be general obligations of the District for which its full faith, credit and taxing powers are pledged.

## Term/Call Feature:

The Bonds are being issued for a term of 11 years, 2 months. Principal on the Bonds will be due on February 1 in the years 2026 through 2036. Interest will be due every six months beginning August 1, 2025.

The Bonds will be subject to prepayment at the discretion of the District on February 1, 2032 or any date thereafter.

## Bank Qualification:

Because the District is issuing more than $10,000,000 in tax-exempt obligations during the calendar year, the District will be not able to designate the Bonds as "bank qualified" obligations.

## State Credit Enhancement:

By resolution the District will covenant and obligate itself to be bound by the provisions of Minnesota Statutes, Section 126C.55, which provides for payment by the State of Minnesota in the event of a potential default of a school district obligation.

To qualify for the credit enhancement, the District must submit an application to the State. Ehlers will coordinate the application process to the State on your behalf.

## Rating:

Under current bond ratings, the state credit enhancement would bring a Moody's "Aa1" rating.

The District's most recent bond issue was rated by Moody's Investors Service. The current ratings on those bonds are "Aa3" (underlying rating) and "Aa1" (credit-enhanced rating). The District will request a new rating for the Bonds.

If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the District's bond rating in the event that the bond rating of the insurer is higher than that of the District.

## Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Bonds and long-term financial capacity, as well as the tax status considerations related to the Bonds and the structure, timing and other similar matters related to the Bonds, we are recommending the issuance of Bonds as a suitable option.

## Method of Sale/Placement:

We are recommending the Bonds be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Bonds from underwriters and banks.

An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

## Premium Pricing:

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." Any net premium received may be used to reduce the principal amount of the Bonds, increase the net proceeds for the project, or to fund a portion of the interest on the Bonds.

## Review of Existing Debt:

We have reviewed all outstanding indebtedness for the District and find that, other than the obligations proposed to be refunded by the Bonds, there are no other refunding opportunities at this time.

We will continue to monitor the market and the call dates for the District's outstanding debt and will alert you to any future refunding opportunities.

## Continuing Disclosure:

The District will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The District is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

## Risk Factors:

The Bonds are being issued to finance a current refunding of prior District debt obligations. Those prior debt obligations are "callable" on February 1, 2025, so refunding bonds can be issued 90 days or less prior to that date. This refunding is being undertaken based in part on an assumption that market conditions warrant the refinancing at this time. The amount of savings will be less if interest rates increase between now and the bond sale date.

## Arbitrage Monitoring:

The District must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Bonds. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The District's specific arbitrage responsibilities will be detailed in the Tax Certificate (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Bonds may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

An Ehlers arbitrage expert will contact the District within 30 days after the sale date to review the District's specific responsibilities for the Bonds. The District is currently receiving arbitrage services from Ehlers in relation to the Bonds.

## Investment of Bond Proceeds:

Proceeds from the new Bonds will be available for investment from the closing date (December 12, 2024) until the redemption date (February 1, 2025) of the 2015A bonds. This refunding will be "net funded", which means that all investment earnings will be used as a source of funds for this refunding.

In order to properly size the refunding bond issue, we need to be able to establish the exact amount of interest earnings that will be available. Ehlers recommends and will coordinate the establishment of an escrow account, with State and Local Government Series Securities (SLGS) purchased, in order to eliminate interest rate risk and remove uncertainty in the amount of investment earnings. The bond proceeds, combined with investment earnings, will be used to redeem the existing bonds on the redemption date. This process ensures that sufficient funds will be available to redeem the 2015A bonds.

## Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

**Bond Counsel:** Kennedy & Graven, Chartered

**Paying Agent:** Bond Trust Services Corporation

**Rating Agency:** Moody's Investors Services

Escrow Agent: Zions Bancorporation, National Association

This presale report summarizes our understanding of the District's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the District's objectives.

# PROPOSED DEBT ISSUANCE SCHEDULE

| | |
|---|---|
| Ehlers Reviews Refunding Process and Estimates and Presents Pre-Sale Report and Authorizing Resolution to the School Board: | September 26, 2024 |
| School Board Approves Resolution Authorizing the Sale of the Refunding Bonds: | October 10, 2024 |
| Due Diligence Call to Review Official Statement: | Week of October 28, 2024 |
| Conference with Rating Agency: | Week of November 4, 2024 |
| Distribute Official Statement: | Week of November 4, 2024 |
| Ehlers Receives and Evaluates Proposals for Purchase of Bonds: | November 21, 2024 |
| School Board Meeting to Award Sale of Bonds: | November 21, 2024 |
| Estimated Closing Date: | December 12, 2024 |
| Redemption Date for the Obligations Being Refunded: | February 1, 2025 |

## Attachments

Estimated Sources and Uses of Funds

Existing Debt Service Schedule – 2015A Bonds

Estimated Debt Service Schedule for Refunding Bonds

Estimated Debt Service Comparison/Refunding Savings Analysis

Estimated Escrow Cash Flow

Resolution Authorizing Ehlers to Proceed with Bond Sale/Credit Enhancement

Resolution (provided separately)

# EHLERS' CONTACTS

| | |
|---|---|
| Jeff Seeley, Senior Municipal Advisor | (651) 697-8585 |
| Matthew Hammer, Senior Municipal Advisor | (651) 697-8592 |
| Aaron Bushberger, Municipal Advisor | (651) 697-8532 |
| Emily Wilkie, Senior Public Finance Analyst | (651) 697-8588 |
| Brian Shannon, Senior Finance Manager | (651) 697-8515 |

# I.S.D. No. 191 (Burnsville-Eagan-Savage), MN

$46,910,000 General Obligation Refunding Bonds, Series 2024
Dated: December 12, 2024
Proposed Current Refunding of Series 2015A

## Sources & Uses

**Dated 12/12/2024 | Delivered 12/12/2024**

### Sources Of Funds

| | |
|---|---|
| Par Amount of Bonds | $46,910,000.00 |
| Reoffering Premium | 4,719,842.55 |
| **Total Sources** | **$51,629,842.55** |

### Uses Of Funds

| | |
|---|---|
| Total Underwriter's Discount (0.400%) | 187,640.00 |
| Costs of Issuance | 195,000.00 |
| Deposit to Current Refunding Fund | 51,244,129.02 |
| Rounding Amount | 3,073.53 |
| **Total Uses** | **$51,629,842.55** |

## Prior Original Debt Service

| Date | Principal | Coupon | Interest | Total P+I | Fiscal Total |
|---|---|---|---|---|---|
| 05/07/2015 | - | - | - | - | - |
| 02/01/2016 | - | - | 1,610,079.17 | 1,610,079.17 | 1,610,079.17 |
| 08/01/2016 | - | - | 1,097,781.25 | 1,097,781.25 | - |
| 02/01/2017 | 80,000.00 | 3.000% | 1,097,781.25 | 1,177,781.25 | 2,275,562.50 |
| 08/01/2017 | - | - | 1,096,581.25 | 1,096,581.25 | - |
| 02/01/2018 | 1,060,000.00 | 3.000% | 1,096,581.25 | 2,156,581.25 | 3,253,162.50 |
| 08/01/2018 | - | - | 1,080,681.25 | 1,080,681.25 | - |
| 02/01/2019 | 1,220,000.00 | 2.000% | 1,080,681.25 | 2,300,681.25 | 3,381,362.50 |
| 08/01/2019 | - | - | 1,068,481.25 | 1,068,481.25 | - |
| 02/01/2020 | 1,890,000.00 | 2.000% | 1,068,481.25 | 2,958,481.25 | 4,026,962.50 |
| 08/01/2020 | - | - | 1,049,581.25 | 1,049,581.25 | - |
| 02/01/2021 | 1,625,000.00 | 2.000% | 1,049,581.25 | 2,674,581.25 | 3,724,162.50 |
| 08/01/2021 | - | - | 1,033,331.25 | 1,033,331.25 | - |
| 02/01/2022 | 1,655,000.00 | 3.000% | 1,033,331.25 | 2,688,331.25 | 3,721,662.50 |
| 08/01/2022 | - | - | 1,008,506.25 | 1,008,506.25 | - |
| 02/01/2023 | 1,745,000.00 | 4.000% | 1,008,506.25 | 2,753,506.25 | 3,762,012.50 |
| 08/01/2023 | - | - | 973,606.25 | 973,606.25 | - |
| 02/01/2024 | 1,780,000.00 | 4.000% | 973,606.25 | 2,753,606.25 | 3,727,212.50 |
| 08/01/2024 | - | - | 938,006.25 | 938,006.25 | - |
| 02/01/2025 | 1,825,000.00 | 4.000% | 938,006.25 | 2,763,006.25 | 3,701,012.50 |
| 08/01/2025 | - | - | 901,506.25 | 901,506.25 | - |
| 02/01/2026 | 1,900,000.00 | 3.000% | 901,506.25 | 2,801,506.25 | 3,703,012.50 |
| 08/01/2026 | - | - | 873,006.25 | 873,006.25 | - |
| 02/01/2027 | 1,960,000.00 | 3.000% | 873,006.25 | 2,833,006.25 | 3,706,012.50 |
| 08/01/2027 | - | - | 843,606.25 | 843,606.25 | - |
| 02/01/2028 | 2,065,000.00 | 4.000% | 843,606.25 | 2,908,606.25 | 3,752,212.50 |
| 08/01/2028 | - | - | 802,306.25 | 802,306.25 | - |
| 02/01/2029 | 2,160,000.00 | 3.000% | 802,306.25 | 2,962,306.25 | 3,764,612.50 |
| 08/01/2029 | - | - | 769,906.25 | 769,906.25 | - |
| 02/01/2030 | 2,755,000.00 | 3.000% | 769,906.25 | 3,524,906.25 | 4,294,812.50 |
| 08/01/2030 | - | - | 728,581.25 | 728,581.25 | - |
| 02/01/2031 | 4,820,000.00 | 4.000% | 728,581.25 | 5,548,581.25 | 6,277,162.50 |
| 08/01/2031 | - | - | 632,181.25 | 632,181.25 | - |
| 02/01/2032 | 4,890,000.00 | 3.125% | 632,181.25 | 5,522,181.25 | 6,154,362.50 |
| 08/01/2032 | - | - | 555,775.00 | 555,775.00 | - |
| 02/01/2033 | 5,485,000.00 | 4.000% | 555,775.00 | 6,040,775.00 | 6,596,550.00 |
| 08/01/2033 | - | - | 446,075.00 | 446,075.00 | - |
| 02/01/2034 | 8,150,000.00 | 4.000% | 446,075.00 | 8,596,075.00 | 9,042,150.00 |
| 08/01/2034 | - | - | 283,075.00 | 283,075.00 | - |
| 02/01/2035 | 8,575,000.00 | 3.250% | 283,075.00 | 8,858,075.00 | 9,141,150.00 |
| 08/01/2035 | - | - | 143,731.25 | 143,731.25 | - |
| 02/01/2036 | 8,845,000.00 | 3.250% | 143,731.25 | 8,988,731.25 | 9,132,462.50 |
| **Total** | **$64,485,000.00** | **-** | **$34,262,691.67** | **$98,747,691.67** | **-** |

### Yield Statistics

| | |
|---|---|
| Base date for Avg. Life & Avg. Coupon Calculation | 12/12/2024 |
| Average Life | 7.582 Years |
| Average Coupon | 3.4478201% |
| Weighted Average Maturity (Par Basis) | 7.582 Years |
| Weighted Average Maturity (Original Price Basis) | 7.794 Years |

### Refunding Bond Information

| | |
|---|---|
| Refunding Dated Date | 12/12/2024 |
| Refunding Delivery Date | 12/12/2024 |

# I.S.D. No. 191 (Burnsville-Eagan-Savage), MN

$46,910,000 General Obligation Refunding Bonds, Series 2024

Dated: December 12, 2024

Proposed Current Refunding of Series 2015A

## Debt Service Schedule

| Date | Principal | Coupon | Interest | Total P+I | Fiscal Total |
|---|---|---|---|---|---|
| 12/12/2024 | - | - | - | - | - |
| 08/01/2025 | - | - | 1,383,891.53 | 1,383,891.53 | - |
| 02/01/2026 | 1,105,000.00 | 5.000% | 1,087,775.00 | 2,192,775.00 | 3,576,666.53 |
| 08/01/2026 | - | - | 1,060,150.00 | 1,060,150.00 | - |
| 02/01/2027 | 1,455,000.00 | 5.000% | 1,060,150.00 | 2,515,150.00 | 3,575,300.00 |
| 08/01/2027 | - | - | 1,023,775.00 | 1,023,775.00 | - |
| 02/01/2028 | 1,575,000.00 | 5.000% | 1,023,775.00 | 2,598,775.00 | 3,622,550.00 |
| 08/01/2028 | - | - | 984,400.00 | 984,400.00 | - |
| 02/01/2029 | 1,670,000.00 | 5.000% | 984,400.00 | 2,654,400.00 | 3,638,800.00 |
| 08/01/2029 | - | - | 942,650.00 | 942,650.00 | - |
| 02/01/2030 | 2,280,000.00 | 5.000% | 942,650.00 | 3,222,650.00 | 4,165,300.00 |
| 08/01/2030 | - | - | 885,650.00 | 885,650.00 | - |
| 02/01/2031 | 4,375,000.00 | 5.000% | 885,650.00 | 5,260,650.00 | 6,146,300.00 |
| 08/01/2031 | - | - | 776,275.00 | 776,275.00 | - |
| 02/01/2032 | 4,475,000.00 | 5.000% | 776,275.00 | 5,251,275.00 | 6,027,550.00 |
| 08/01/2032 | - | - | 664,400.00 | 664,400.00 | - |
| 02/01/2033 | 5,140,000.00 | 5.000% | 664,400.00 | 5,804,400.00 | 6,468,800.00 |
| 08/01/2033 | - | - | 535,900.00 | 535,900.00 | - |
| 02/01/2034 | 7,840,000.00 | 5.000% | 535,900.00 | 8,375,900.00 | 8,911,800.00 |
| 08/01/2034 | - | - | 339,900.00 | 339,900.00 | - |
| 02/01/2035 | 8,335,000.00 | 4.000% | 339,900.00 | 8,674,900.00 | 9,014,800.00 |
| 08/01/2035 | - | - | 173,200.00 | 173,200.00 | - |
| 02/01/2036 | 8,660,000.00 | 4.000% | 173,200.00 | 8,833,200.00 | 9,006,400.00 |
| **Total** | **$46,910,000.00** | **-** | **$17,244,266.53** | **$64,154,266.53** | **-** |

### Yield Statistics

| | |
|---|---|
| Bond Year Dollars | $381,069.97 |
| Average Life | 8.123 Years |
| Average Coupon | 4.5252231% |
| Net Interest Cost (NIC) | 3.3358871% |
| True Interest Cost (TIC) | 3.1613322% |
| Bond Yield for Arbitrage Purposes | 2.8600584% |
| All Inclusive Cost (AIC) | 3.2174046% |

### IRS Form 8038

| | |
|---|---|
| Net Interest Cost | 2.9911028% |
| Weighted Average Maturity | 8.110 Years |

# I.S.D. No. 191 (Burnsville-Eagan-Savage), MN

$46,910,000 General Obligation Refunding Bonds, Series 2024

Dated: December 12, 2024

Proposed Current Refunding of Series 2015A

## Debt Service Comparison

| Date | Total P+I | Existing D/S | Net New D/S | Old Net D/S | Savings |
|---|---|---|---|---|---|
| 02/01/2025 | - | 2,763,006.25 | 2,759,932.72 | 2,763,006.25 | 3,073.53 |
| 02/01/2026 | 3,576,666.53 | - | 3,576,666.53 | 3,703,012.50 | 126,345.97 |
| 02/01/2027 | 3,575,300.00 | - | 3,575,300.00 | 3,706,012.50 | 130,712.50 |
| 02/01/2028 | 3,622,550.00 | - | 3,622,550.00 | 3,752,212.50 | 129,662.50 |
| 02/01/2029 | 3,638,800.00 | - | 3,638,800.00 | 3,764,612.50 | 125,812.50 |
| 02/01/2030 | 4,165,300.00 | - | 4,165,300.00 | 4,294,812.50 | 129,512.50 |
| 02/01/2031 | 6,146,300.00 | - | 6,146,300.00 | 6,277,162.50 | 130,862.50 |
| 02/01/2032 | 6,027,550.00 | - | 6,027,550.00 | 6,154,362.50 | 126,812.50 |
| 02/01/2033 | 6,468,800.00 | - | 6,468,800.00 | 6,596,550.00 | 127,750.00 |
| 02/01/2034 | 8,911,800.00 | - | 8,911,800.00 | 9,042,150.00 | 130,350.00 |
| 02/01/2035 | 9,014,800.00 | - | 9,014,800.00 | 9,141,150.00 | 126,350.00 |
| 02/01/2036 | 9,006,400.00 | - | 9,006,400.00 | 9,132,462.50 | 126,062.50 |
| **Total** | **$64,154,266.53** | **$2,763,006.25** | **$66,914,199.25** | **$68,327,506.25** | **$1,413,307.00** |

### PV Analysis Summary (Net to Net)

| | |
|---|---|
| Gross PV Debt Service Savings..... | 1,167,132.67 |
| Net PV Cashflow Savings @ 2.860%(Bond Yield)..... | 1,167,132.67 |
| Contingency or Rounding Amount..... | 3,073.53 |
| Net Present Value Benefit | $1,170,206.20 |
| Net PV Benefit / $53,673,549.22 PV Refunded Debt Service | 2.180% |
| Net PV Benefit / $51,605,000 Refunded Principal... | 2.268% |
| Net PV Benefit / $46,910,000 Refunding Principal.. | 2.495% |

### Refunding Bond Information

| | |
|---|---|
| Refunding Dated Date | 12/12/2024 |
| Refunding Delivery Date | 12/12/2024 |

# I.S.D. No. 191 (Burnsville-Eagan-Savage), MN

$46,910,000 General Obligation Refunding Bonds, Series 2024
Dated: December 12, 2024
Proposed Current Refunding of Series 2015A

## Current Refunding Escrow

| Date | Principal | Rate | Interest | Receipts | Disbursements | Cash Balance |
|---|---|---|---|---|---|---|
| 12/12/2024 | - | - | - | 0.02 | - | 0.02 |
| 02/01/2025 | 51,244,129.00 | 5.040% | 360,870.98 | 51,604,999.98 | 51,605,000.00 | - |
| **Total** | **$51,244,129.00** | **-** | **$360,870.98** | **$51,605,000.00** | **$51,605,000.00** | **-** |

### Investment Parameters

| | |
|---|---|
| Investment Model [PV, GIC, or Securities] | Securities |
| Default investment yield target | Unrestricted |
| | |
| Cash Deposit | 0.02 |
| Cost of Investments Purchased with Bond Proceeds | 51,244,129.00 |
| Total Cost of Investments | $51,244,129.02 |
| | |
| Target Cost of Investments at bond yield | $51,405,916.95 |
| Actual positive or (negative) arbitrage | 161,787.93 |
| | |
| Yield to Receipt | 5.2227510% |
| Yield for Arbitrage Purposes | 2.8600584% |
| | |
| State and Local Government Series (SLGS) rates for | 9/17/2024 |

# Burnsville-Eagan-Savage School District, ISD 191



| Ten-Year History of Refunding Savings | | Savings |
|---|---|---|
| General Obligation School Building Refunding Bonds, Series 2014A | $ | 174,606.10 |
| General Obligation Alternative Facilities Refunding Bonds, Series 2016A | | 6,148,744.40 |
| General Obligation Taxable OPEB Refunding Bonds, Series 2016B | | 2,411,441.67 |
| General Obligation Alternative Facilities Refunding Bonds, Series 2020A | | 2,242,240.65 |
| General Obligation Alternative Facilities Refunding Bonds, Series 2021A | | 994,791.17 |
| General Obligation School Building Refunding Bonds, Series 2024A (estimated savings) | | 1,413,307.00 |
| | **$** | **13,385,130.99** |

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# Burnsville-Eagan-Savage School District 191
## September 26, 2024

Overview of Proposed Bond Refunding

# Existing Bonds

- General Obligation School Building Bonds, Series 2015A
- Par amount of $64,485,000
- Result of successful election held February 24, 2015
  - ✓ Financed acquisition and betterment of school sites and facilities
    - ➢ including the construction and equipping of additions and improvements to the Burnsville High School site and facility to allow that facility to serve grades 9 to 12 and to construct an activity center at that site; the renovation of various portions of the Diamondhead Education Center and the Administrative Services Center; the construction of additional space at various elementary school sites and facilities and the remodeling of existing elementary classrooms; and the acquisition and construction of safety and security upgrades to various district sites and facilities and the construction of secure controlled entries to various schools

# Existing Bonds

- Annual principal payments (maturities) on February 1, 2017 – 2036
- $51,605,000 of callable principal (eligible to be prepaid)
- Call date of February 1, 2025 (can refund 2026 – 2036 maturities)
- Existing rates range from 3.00% - 4.00%

# Purpose of Proposed Refunding Bond Issue

- "Current Refunding" (refinancing) of existing
  - ✓ Federal regulations allow a current refunding – closing on bonds no earlier than 90 days prior to call date (11/03/2024)
  - ✓ Tax-exempt interest rates
  - ✓ Finance the current refunding of the 2026 - 2036 maturities of the District's $64,485,000 General Obligation School Building Bonds, Series 2015A.
  - ✓ Final maturity of February 1, 2036
  - ✓ Opportunity for debt service savings
    - ➢ Direct savings to the taxpayers

# Overview of Refunding Bonds

- Opportunity to reduce future debt service payments and tax levies
- Similar to refinancing a mortgage, but subject to certain restrictions and requirements under state law and federal regulations
- Basic concept is to issue new refunding bonds at lower interest rates and use proceeds to pay off existing bonds

# Proposed Refunding Bonds

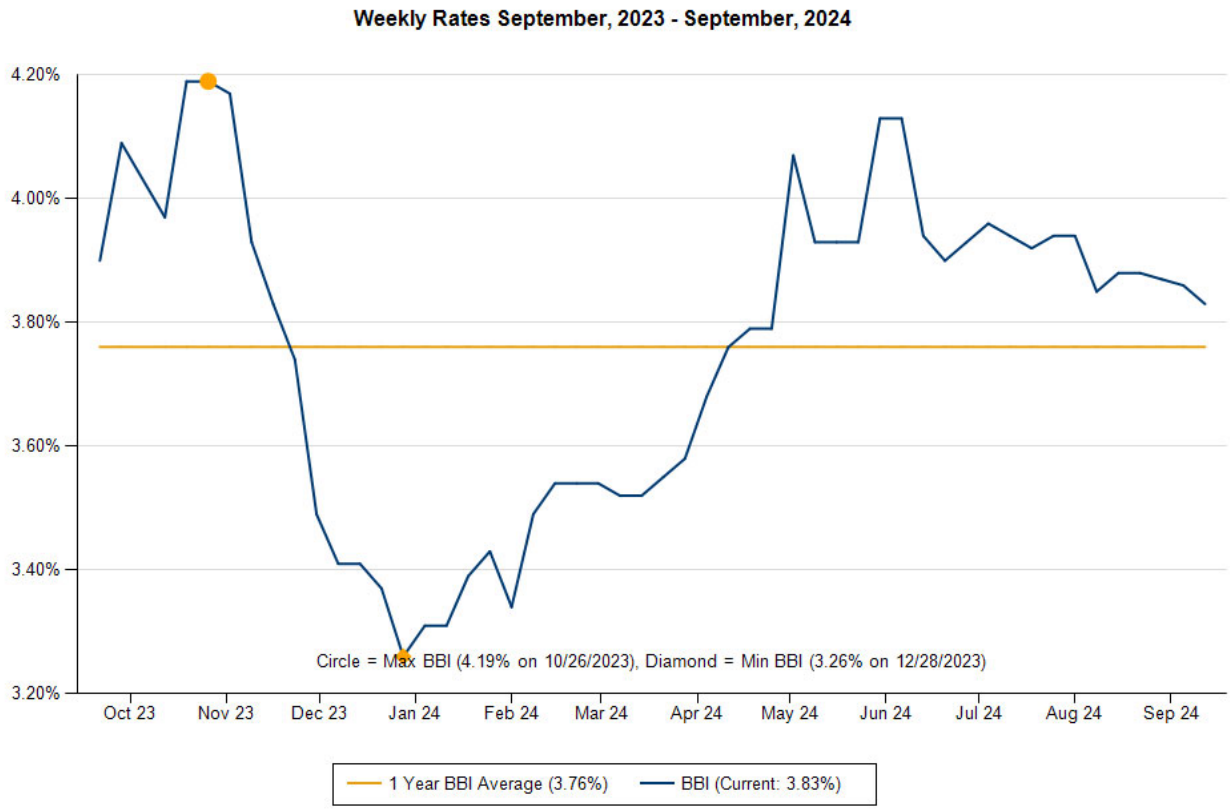
## Debt Service Comparison

| Date | Total P+I | Existing D/S | Net New D/S | Old Net D/S | Savings |
|---|---|---|---|---|---|
| 02/01/2025 | - | 2,763,006.25 | 2,759,932.72 | 2,763,006.25 | 3,073.53 |
| 02/01/2026 | 3,576,666.53 | - | 3,576,666.53 | 3,703,012.50 | 126,345.97 |
| 02/01/2027 | 3,575,300.00 | - | 3,575,300.00 | 3,706,012.50 | 130,712.50 |
| 02/01/2028 | 3,622,550.00 | - | 3,622,550.00 | 3,752,212.50 | 129,662.50 |
| 02/01/2029 | 3,638,800.00 | - | 3,638,800.00 | 3,764,612.50 | 125,812.50 |
| 02/01/2030 | 4,165,300.00 | - | 4,165,300.00 | 4,294,812.50 | 129,512.50 |
| 02/01/2031 | 6,146,300.00 | - | 6,146,300.00 | 6,277,162.50 | 130,862.50 |
| 02/01/2032 | 6,027,550.00 | - | 6,027,550.00 | 6,154,362.50 | 126,812.50 |
| 02/01/2033 | 6,468,800.00 | - | 6,468,800.00 | 6,596,550.00 | 127,750.00 |
| 02/01/2034 | 8,911,800.00 | - | 8,911,800.00 | 9,042,150.00 | 130,350.00 |
| 02/01/2035 | 9,014,800.00 | - | 9,014,800.00 | 9,141,150.00 | 126,350.00 |
| 02/01/2036 | 9,006,400.00 | - | 9,006,400.00 | 9,132,462.50 | 126,062.50 |
| **Total** | **$64,154,266.53** | **$2,763,006.25** | **$66,914,199.25** | **$68,327,506.25** | **$1,413,307.00** |

**Each change of 10 basis points (0.10%) in the overall True Interest Cost (TIC) rate results in an approximate change of $345,000 change in the total savings amount.**

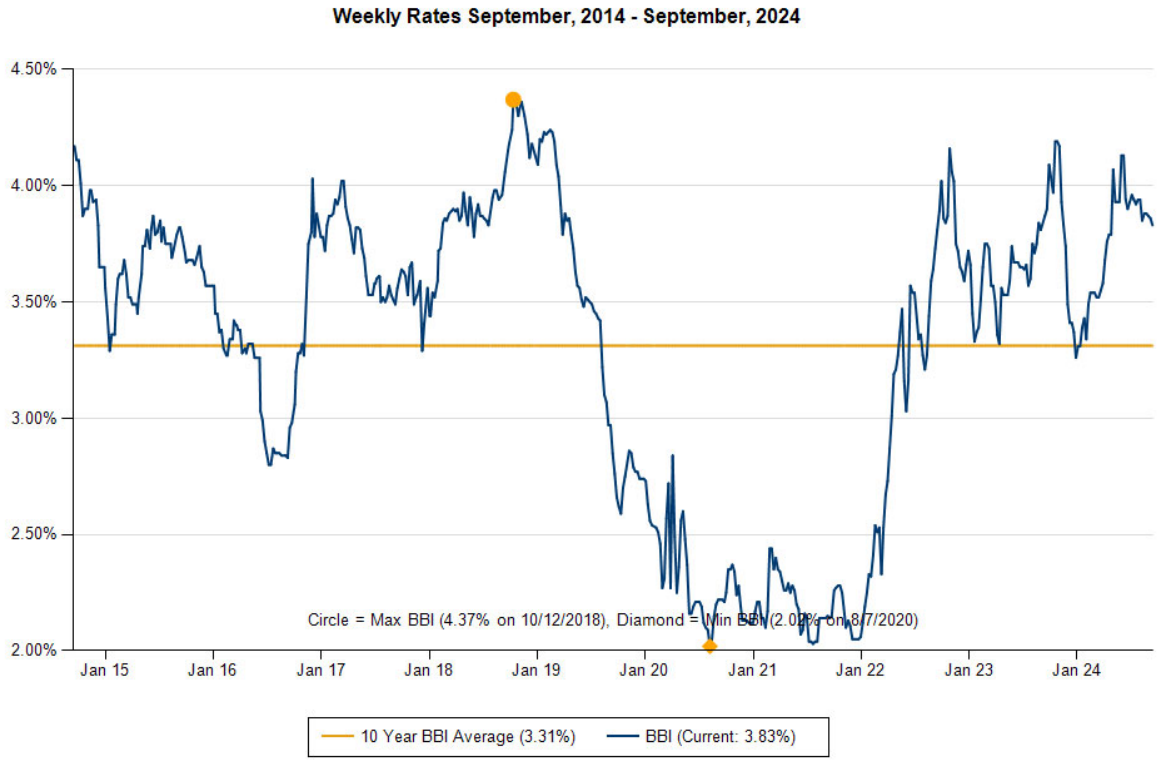
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# 1 Year Trend in Municipal Bond Indices




EHLE PUBLIC FINANCE

# 10 Year Trend in Municipal Bond Indices




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# Proposed Bond Issuance Timeline

- September 26, 2024: School Board Meeting
  - ✓ Ehlers reviews refunding opportunity, Pre-Sale Report, and Authorizing Resolution (informational item; no action required)
- October 10, 2024: School Board Meeting
  - ✓ Board adopts Authorizing Resolution – authorizes the sale of Refunding Bonds
- ✓ November 21, 2024: Sale Day
  - ✓ Ehlers accepts bids on behalf of district
- ✓ November 21, 2024: School Board Meeting
  - ✓ Board adopts Award Resolution – awards the sale of the Refunding Bonds to the lowest bidder
- ✓ December 12, 2024: Bond closing
  - ➢ Bond proceeds transferred to escrow account
- ✓ February 1, 2025: Redemption date on old bonds
  - ➢ 2015A bonds are refunded

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2. Approve Metropolitan State Income Contract 114

**Speaker(s):** Dr. Kathy Funston, Director of Strategic Partnerships and Pathways

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.

Burnsville · Eagan · Savage

**Agenda IV.B.2.**
**October 10, 2024**

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

**From:** Dr. Kathy Funston, director of strategic partnerships and pathways

**Date:** October 10, 2024

**Re:** Approval of Metropolitan State Contract

**Recommendation:** That the board of education approve the income contract between ISD 191 and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Metropolitan State University and authorize the Superintendent of ISD 191 to execute the agreement.

*Attachment in Board Packet* – Copy of Metropolitan State Income Contract

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MINNESOTA STATE

Purchaser Name Burnsville-Eagan-Savage School District 0191
Contract Number: METRO-2025-047008

# INCOME CONTRACT

This contract is by and between ISD 0191 200 W. BURNSVILLE PKWY, BURNSVILLE, MINNESOTA 55337 (hereinafter "Purchaser") and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of METROPOLITAN STATE UNIVERSITY (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 to concurrent enrollment program (CEP) to District 0191:
   - A single point of accountability and key contacts for the concurrent enrollment program (CEP).
   - Adherence to all Minnesota State, Higher Learning Commission (HLC), and National Association of Concurrent Enrollment Partnerships (NACEP) policies and standards.
   - Approval of high school instructors who meet Minnesota State, HLC, and NACEP credentialing requirements.
   - Orientation and professional development to the high school instructors as it relates to the CEP, the design and delivery of CEP courses, and staying current in the discipline.
   - Assigned faculty mentors to the high school instructors for the agreed upon courses for the purpose of ensuring that the CEP course is the same as the MINNESOTA STATE course and that is adheres to HLC and NACEP standards.
   - Review and approval of course materials.
   - Student information sessions in conjunction with Purchaser personnel.
   - Support to the PURCHASER in the application, admission, and registration processes for students.
   - Access to learning resources including the library and learning management system (D2L Brightspace).
   - The student survey of instruction for each course and other periodic surveys to improve the CEP and as required by NACEP.
   - Posting of course grades to the students' college transcript upon receiving them from the PURCHASER.
   - Award of college credit to eligible students for successful completion of courses.

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- Invoices to the PURCHASER according to the provisions in section 3.
- With the PURCHASER, ongoing CEP improvement for mutual benefit via the adoption of CEP best practices and performance review on a regular basis.

2. **DUTIES OF PURCHASER**. The PURCHASER agrees to provide the following:
   - A single point of accountability and a single point of contact for the CEP.
   - Appropriately credentialed high school instructors to teach CEP courses at the high school. All instructors remain employees of the PURCHASER.
   - The mentor-approved textbooks and other course materials to the students.
   - Promotion of the CEP.
   - Student information sessions in conjunction with Purchaser personnel.
   - Authorized enrollment for eligible high school students for college credit as defined in Minnesota Statute 124D.09.
   - Adherence to the application, admissions, and registration processes and timelines.
   - Any necessary accommodations to students.
   - Design and delivery of the CEP course that is the same as the MINNESOTA STATE course and adheres to HLC and NACEP standards.
   - CEP students' course grades to MINNESOTA STATE.
   - With MINNESOTA STATE, ongoing CEP improvement for mutual benefit via the adoption of CEP best practices and performance review on a regular basis.
   - The high school concurrent enrollment EDU 200 course: Fall 2024
   - The high school concurrent enrollment EDU 203 course: Spring 2025

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: Three Thousand Three Hundred and 00/100 Dollars ($3,300.00) per course/mentor/instructor/ISD Quarter matching.

   b. Terms of Payment.

      **Fall 2024 Invoice**: The invoice for the Fall 2024 EDU 200: Introduction to Urban Education and Reflective Teaching course will be sent to the PURCHASER on December 1, 2024. Payment shall be made by the PURCHASER within 300 days of the date of the invoice presented.

      **Spring 2025 Invoice**: The invoice for the Spring 2023 EDU 203: Multicultural Education course will be sent to the PURCHASER on May 01, 2025. Payment shall be made by the PURCHASER within 300 days of the date of the invoice presented.

4. **TERM OF CONTRACT.**

   This contract shall be effective on Sunday, September 01, 2024, or upon the date that the final required signature is obtained by Minnesota State**,** whichever occurs later, and shall remain in

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effect until Sunday, June 15, 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 Purchaser's Authorized Representative for the purposes of administration of this contract is:

Name: Dr. Theresa Battle
Title: Superintendent
Address: 200 W. BURNSVILLE PKWY, BURNSVILLE, Minnesota 55337
E-Mail: tbattle@isd191.org

b. An authorized representative of Minnesota State for the purposes of administration of this contract is:

Name: Paul Spies, or their successor
Title: Dean of School of Urban Education
Address: 1501 Hennepin Avenue Minneapolis, Minnesota 55403-1897
Telephone: +1 612-659-7129
E-Mail: Paul.Spies@metrostate.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 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

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construed to bar any legal remedies the Purchaser may have for failure of Minnesota State to fulfill the 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. **ENTIRE AGREEMENT.**
This contract represents the entire agreement between the parties and with regard to the stated subject matter and supersedes any previous discussions or agreements, either verbal or

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written that occurred between the parties with respect to this subject matter. This contract may not be amended except by written agreement signed by the parties hereto. In the event of any conflict or inconsistency between this contract and any riders, exhibits, addenda, or other document incorporated herein, this contract shall govern

15. **CLERICAL ERROR.**
Notwithstanding Clauses "ASSIGNMENT, AMENDMENTS, and ENTIRE AGREEMENT" of this contract, Minnesota State reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of this contract without executing an amendment. Minnesota State must inform Purchaser of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

*16.* **OTHER PROVISIONS**. None.

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

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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**
   **METROPOLITAN STATE UNIVERSITY**

| By (authorized signature and printed name) Signed by: Paul Spies 0DB1AE2A454B42E... Paul Spies |
|---|
| Title Dean, School of Urban Education |
| Date 9/23/2024 \| 1:29:15 PM CDT |

2. **PURCHASER: ISD 0191**
   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 and printed name) Theresa Battle |
|---|
| Title Superintendent |
| Date |

| By (authorized signature and printed name) |
|---|
| Title |
| Date |

3. **AS TO FORM AND EXECUTION:**

| By (authorized college/university/system office initiating agreement and printed name) |
|---|
| Title |
| Date |

## Certificate Of Completion

Envelope Id: F9A1FF7C964B4F2E931B209586AC93BD
Status: Sent
Subject: Signature request on Contract UED Burnsville 0191 Concurrent enrollment FY25
Source Envelope:
Document Pages: 6
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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30 7th St E, Ste 350
Saint Paul, MN 55101
contracts@minnstate.edu
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## Record Tracking

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| Signer Events | Signature | Timestamp |
|---|---|---|
| Paul Spies<br>Paul.Spies@metrostate.edu<br>Dean, School of Urban Education<br>Security Level: Email, Account Authentication (None) | Signed by:<br>Paul Spies<br>0DB1AE2A454B42E...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 199.17.236.162 | Sent: 9/23/2024 12:55:33 PM<br>Viewed: 9/23/2024 1:28:59 PM<br>Signed: 9/23/2024 1:29:15 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 9/23/2024 1:28:59 PM<br>ID: 88fc72bc-f1d6-410c-9410-75c51bb5b6fa | | |
| Theresa Battle<br>tbattle@isd191.org<br>Security Level: Email, Account Authentication (None) | | Sent: 9/23/2024 1:29:16 PM<br>Resent: 10/1/2024 8:36:08 AM<br>Viewed: 10/1/2024 9:30:49 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 9/24/2024 8:56:55 AM<br>ID: a1e62d91-cf5b-4aee-92d5-ba8b04e43886 | | |
| Katie Nelson<br>Katie.Nelson@metrostate.edu<br>Security Level: Email, Account Authentication (None) | | |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 9/30/2024 2:45:34 PM<br>ID: 4f50f945-9df6-464f-aebc-d6579f60da8a | | |

| In Person Signer Events | Signature | Timestamp |
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| Editor Delivery Events | Status | Timestamp |
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| Agent Delivery Events | Status | Timestamp |
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| Intermediary Delivery Events | Status | Timestamp |
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| Certified Delivery Events | Status | Timestamp |
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| Witness Events | Signature | Timestamp |
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| Notary Events | Signature | Timestamp |
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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..

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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.

3. Approve an Application for Preliminary Approval of an Extended Field Trip to Switzerland and Italy 127

**Speaker(s):** Dr. Chris Bellmont, Assistant Superintendent, Alicia Vonderharr, advisor and Gloria Webber, chaperone

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.

Burnsville · Eagan · Savage

**Agenda IV.B.3.**
**October 10, 2024**

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

**From:** Dr. Chris Bellmont, assistant superintendent, Alicia Vonderharr, advisor and Gloria Webber, chaperone

**Date:** October 10, 2024

**Re:** Application for Preliminary Approval of an Extended Field Trip for Burnsville High School Travel Club Students

**Recommendation:** Approve an application for preliminary approval of an extended field trip for Burnsville High School Travel Club to travel to Switzerland and Italy from June 29-July 8, 2026.

**Date of trip:** June 29-July 8, 2026

**Destination:** Lucerne, Switzerland and Venice, Florence, Assisi and Rome, Italy

**Name of Sponsoring Staff:**
Alicia Vonderharr, Landen Parkin, Gloria Webber and Michelle Dryhaug

**Estimated cost per student:** $5,229

**Estimated number of students and chaperones:** 4 chaperones and 25 students

**Educational objective:** Using Education First (EF) Tours guided learning model, students develop an essential question prior to leaving on the trip. Then, utilizing EF's Personalized Learning Guide, students investigate that question during the trip. College essay help connected to their final project will also be available for any interested student.

**Proposed Program:** Students will be immersed in history and culture during a 10-day trip to Switzerland and Italy. On this private tour, students will walk across Europe's oldest covered bridge, go to the top of a Swiss mountain, ride gondolas in Venice, and witness the effects of the Renaissance in Rome. Students will eat meals that have been selected to establish a more immersive cultural experience, and due to the nature of a private tour, students will be able to help design parts of the tour to suit their interests.

**Agenda:**
Day one: depart to Switzerland
Day two: Zurich and travel to Lucerne

Day three: Lucerne
Day four: travel via Lake Como to Venice
Day five: Venice
Day six: travel to Florence
Day seven: Florence
Day eight: travel via Assisi to Rome
Day nine: Rome
Day ten: depart home

**Fundraising Opportunities:**
EF Tours offers a $1000 scholarship that is merit- and needs-based that students are able to apply for. Other opportunities include Cub bagging, selling butter braids, working concessions at US Bank Stadium, as well as other opportunities offered through EF Tours.

# Switzerland & Italy Travel Opportunity - Summer 2026

Travel Club

Alicia Vonderharr, Advisor + BHS ELA Teacher
Gloria Webber, Chaperone + BHS ELA Teacher

# Travel Club - Update



- 2024 London & Paris Trip Recap
- Proposed 2026 Switzerland & Italy Travel Opportunity
- Fundraising Plans

# 2024 London & Paris Trip Recap

## England & France

We had 4 chaperones and 25 travelers who spent 10 days abroad from June 26 until July 5, 2024. This life-changing experience for our students included learning to play cricket at Lord's Cricket Ground of London, ascending the Eiffel Tower, walking in the footsteps of royalty at the Tower of London, recreating art in the Louvre Museum, developing tableaus in a West End theatre, and painting in Matisse's style on an island in the middle of the Seine River in Paris.







# Switzerland & Italy

## Proposed Trip

Students will be immersed in history and culture during a 10-day trip to Switzerland and Italy. On this private tour, students will walk across Europe's oldest covered bridge, go to the top of a Swiss mountain, ride gondolas on the canals in Venice, and witness the effects of the Renaissance in Florence and Rome. Students will eat meals that have been selected to establish a more immersive cultural experience, and due to the nature of the private tour, students will be able to help design parts of the tour to suit their interests.

## Private Tour

We will be the only tour group on the bus and will exclusively have the focus of the tour director, Katie McCorkindale.

## All excursions now included!

The cost listed includes the two excursions, which means ALL students will attend a traditional fondue evening in Switzerland and visit the medieval city of Siena in Italy.



# Fundraising Plans



**Opt-In Fundraising Opportunities**

- Cub bagging groceries
- Panera
- Culver's
- Candy bar sales
- U.S. Bank Stadium
- Butter Braid sales
- Students can apply for a $1000 merit- and needs-based scholarship via EF Tours

**Included with Trip**

- Each student has a fundraising page through EF Tours website
- Smaller monthly payments when students book as far in advance as possible







*"I have seen a level of confidence in my kid since she's come back that I have never seen in her before. Thank you."*

*-Parent of 2024 Student Traveler*

4. Approve, on First Reading Basis, changes to Policies: 416: *Drug and Alcohol Testing,* 418: *Drug Free Workplace/Drug Free School,* 509: *Enrollment of Nonresident Students* and 515: *Protection and Privacy of Pupil Records* 136

**Speaker(s):** Dr. Chris Bellmont, Assistant Superintendent

Burnsville · Eagan · Savage

**Agenda IV.B.4.**
**October 10, 2024**

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

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

**Date:** October 10, 2024

**Re:** Approve, on a First Reading Basis, Changes to Policies: 416: *Drug and Alcohol Testing*, 418: *Drug Free Workplace/Drug Free School*, 509: *Enrollment of Nonresident Students*, 515: *Protection and Privacy of Pupil Records*

**RECOMMENDATION**: That the Board of Education approve, on a first reading basis, changes to Policies: 416: *Drug and Alcohol Testing,* 418: *Drug Free Workplace/Drug Free School*, 509: *Enrollment of Nonresident Students* and 515: *Protection and Privacy of Pupil Records.*

The policies were reviewed by the Policy Review committee on September 24, 2024.

***Summary of changes:***

- Policy 416: *Legislative update* – Adds “oral fluid testing” language
- Policy 418: *Legislative update* – Adds protection for persons in MN Patient Registry Program
- Policy 509: *Legislative update* – Removes School Readiness Plus and Adds School of Parents’ Choice Law
- Policy 515: *Legislative update* – Adds explanatory note for directory information

*Adopted:* *9/2006* *Burnsville-Eagan-Savage School District Policy 416*
*Reviewed:* *3/14/2024*
*Revised:* ~~*3/28/2024*~~ *MSBA 6/2024*
*Rescinds:* *BAB*

# 416 DRUG, ALCOHOL, AND CANNABIS TESTING

## I. PURPOSE

A. The school board recognizes the significant problems created by drug, alcohol, and cannabis use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.

B. The school board believes that a work environment free of drug, alcohol, and cannabis use will be not only safer, healthier, and more productive but also more conducive to effective learning. To provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug, alcohol, and cannabis testing in accordance with the provisions of this policy and as provided in federal law and Minnesota Statutes, sections 181.950-181.957.

## II. GENERAL STATEMENT OF POLICY

A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol and cannabis testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing and cannabis testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.

B. If the school district contracts for transportation services, it will require the transportation contractor to comply with the provisions of this policy applicable to school bus drivers.

C. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing and cannabis testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.

D. The use, possession, sale, purchase, transfer, or dispensing of any drugs or cannabis not medically prescribed, including medical cannabis, regardless of whether it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of

drugs or cannabis which are not medically prescribed, including medical cannabis, regardless of whether it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs which are not medically prescribed are prohibited from entering or remaining on school district property.

E. The use, possession, sale, purchase, transfer, or dispensing of alcohol or cannabis is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol or cannabis is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol or cannabis are prohibited from entering or remaining on school district property.

F. Any employee who violates this section shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge.

G. The school district may discipline, discharge, or take other adverse personnel action against an employee for cannabis flower, cannabis product, lower-potency hemp edible, or hemp-derived consumer product use, possession, impairment, sale, or transfer while an employee is working, on school district premises, or operating a school district vehicle, machinery, or equipment as follows:

1. if, as the result of consuming cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product, the employee does not possess that clearness of intellect and control of self that the employee otherwise would have;

2. if cannabis testing verifies the presence of cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product following a confirmatory test;

3. as provided in the school district's written work rules for cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products and cannabis testing, provided that the rules are in writing and in a written policy that contains the minimum information required by Minnesota Statutes, section 181.952; or

4. as otherwise authorized or required under state or federal law or regulations, or if a failure to do so would cause the school district to lose a monetary or licensing-related benefit under federal law or regulations.

## III. FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL

**BUS DRIVERS**

A. General Statement of Policy

All persons subject to commercial driver's license requirements shall be tested for alcohol, marijuana (including medical cannabis), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.

2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.

3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.

4. "Commercial Motor Vehicle" (CMV) includes a vehicle which is designed to transport 16 or more passengers, including the driver.

5. "Designated Employer Representative" (DER) means an employee authorized by the school district to take immediate action to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation process. The DER receive test results and other communications for the school district.

6. "Department of Transportation" (DOT) means United States Department of Transportation.

7. "Direct Observation" means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.

8. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers,

and independent owner-operator contractors.

9. "Evidential Breath Testing Device" (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.

10. "Licensed Medical Practitioner" means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.

11. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district's drug testing program and for evaluating medical explanations for certain drug tests.

12. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the school district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because they have has left before it commences is not deemed to have refused to submit to testing.

13. "Safety-sensitive functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work and all responsibility for performing work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.

14. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.

15. "Stand Down" means the practice of t temporarily removing an employee from performing safety-sensitive functions based only upon a laboratory reports to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated, or a substituted test result but before the MRO completes the verification process.

16. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.

2. The school district shall provide to each driver information required under Title 49 of the Code of Federal Regulations, including information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem (the driver's or a coworker's);~~,~~ and available methods of intervening when an alcohol or controlled substance problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.

3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.

4. The school district shall require each driver to sign a statement certifying that the driver received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

D. Alcohol and Controlled Substances Testing Program Manager

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.

2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.

2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.

3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.

4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.

5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until they undergo a post-accident alcohol test, whichever occurs first.

6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.

7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed medical practitioner who is familiar with the driver's medical history and who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.

8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.

9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district that prohibit possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and the policies of the school district.

G. Prescription Drugs/Cannabinoid Products

A driver shall inform the driver's supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for cannabis. MROs will verify a drug test confirmed as positive, even if a driver claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

H. Testing Requirements

1. Pre-Employment Testing

a. A driver applicant shall undergo testing for [alcohol and] controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.

b. Tests shall be conducted only after the applicant has received a conditional offer of employment.

c. To be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, including medical cannabis, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.

d. The applicant also must be asked whether they have tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.

e. Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whether the driver (1) has a verified positive, adulterated, or substituted controlled substances test result; (2) has an alcohol confirmation test with a concentration of 0.04 or higher; (3) has refused to submit to a test in violation of federal law; or (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law. The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query (see Attachment C to this policy). The school district shall retain the consent for three (3) years from the date of the query.

2. Post-Accident Testing

a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.

b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.

c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.

d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.

e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.

f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.

g. The school district shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

3. Random Testing

a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.

b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.

c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made. . Each driver selected for testing shall be tested during the selection period.

d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.

e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is

performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4. Reasonable Suspicion Testing

a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty or within four (4) hours before coming on duty, or just after the period of the work day. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.

b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.

c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.

d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

5. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances. The school district is not required to return a driver to safety-sensitive duties because the driver has met these conditions; this is a personnel decision subject to collective bargaining agreements or other

legal requirements.

6. Follow-Up Testing. When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.

7. Refusal to Submit and Attendant Consequences

a. A driver or driver applicant may refuse to submit to drug and alcohol testing.

b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 United States Code, section 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.

c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.

d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment D to this policy.

I. Testing Procedures

1. Drug Testing

a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory

for analysis. The specimen preparation shall be conducted in sight of the donor.

b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.

c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.

d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor's failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.

e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must

contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.

f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:

(1) The donor expressly declines the opportunity to discuss the test results;

(2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or

(3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.

b. Any test result less than 0.02 alcohol concentration is considered a "negative" test.

c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor's inability to provide a breath sample is genuine or constitutes a refusal to test.

d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.

e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the

driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.

2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:

   a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and

   b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.

   c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be certified by the Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minnesota Statutes, chapter 13. Any information concerning the individual's test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

M. Recordkeeping Requirements and Retention of Records

1. The school district shall keep and maintain records in accordance with the federal regulations in a secure location with controlled access.

2. The required records shall be retained for the following minimum periods:

| | |
|---|---|
| Basic records | 5 years |

"Basic records" includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

| | |
|---|---|
| Information obtained from previous employers | 3 years |
| Alcohol and controlled substance collection procedures | |
| Negative and cancelled controlled substance tests | 1 year |
| Alcohol tests with less than 0.02 concentration | 1 year |
| Education and training records | indefinite |

"Education and training records" must be maintained while the individuals perform the functions which require training and for the two (2) years after ceasing to perform those functions.

3. Personal Information

Personal information about all individuals who undergo any required testing under this policy will be shared with the U.S. DOT Drug & Alcohol Clearinghouse ("Clearinghouse) as required under federal law, including:

a. The name of the person tested;

b. Any verified positive, adulterated, or substituted drug test result;

c. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;

d. Any refusal to submit to any test required hereunder;

e. Any report by a supervisor of actual knowledge of use as follows

i. Any on-duty alcohol use;
ii. Any pre-duty alcohol use;
iii. Any alcohol use following an accident; and
iv. Any controlled substance use.

f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;

g. Any negative return-to-duty test; and

h. Any employer's report of completion of follow-up testing.

N. Training

The school district shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.

2. Referral, Evaluation, and Treatment

a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.

b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.

c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.

d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

3. Disciplinary Action

a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to cannabis testing or drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo cannabis testing or drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minnesota Statutes sections 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section IV. of this policy.

QR. Annual Clearinghouse Query

1. The school district must conduct a query of the Clearinghouse record at least once per year for information for all employees subject to controlled substance and alcohol testing related to CMV operation to determine whether information exists in the Clearinghouse about those employees. In lieu of a full query, the school district may obtain the individual driver's consent to conduct a limited query to satisfy the annual query requirement. The limited query will tell the employer whether there is information about the driver in the Clearinghouse but will not release that information to the employer. If the limited query shows that information exists in the Clearinghouse about the driver, the school district must conduct a full query within twenty-four (24) hours or must not allow the driver to continue to perform any safety-sensitive function until the employee conducts the full query and the results confirm the driver's Clearinghouse record contains no prohibitions showing the driver has a verified positive, adulterated or substitute controlled substance test, no alcohol confirmation test with a concentration of 0.04 or higher, refuses to submit to a test, or was reported to have used alcohol on duty, before duty, following an accident or otherwise used a controlled substance in violation of the regulations except where the driver completed the SAP evaluation, referral and education/treatment process as required by the regulations. The school district shall comply with the query requirements set forth in 49 Code of Federal Regulations 382.701.

2 The school district may not access an individual's Clearinghouse record unless the school district (1) obtains the individual's prior written or electronic consent for access to the record; and (2) submits proof of the individual's consent

to the Clearinghouse. The school district must retain the consent for three (3) years from the date of the last query. The school district shall retain for three (3) years a record of each request for records from the Clearinghouse and the information received pursuant to the request.

3. The school district shall protect the individual's privacy and confidentiality of each Clearinghouse record it receives. The school district shall ensure that information contained in a Clearinghouse record is not divulged to a person or entity not directly involved in assessing and evaluating whether a prohibition applies with respect to the individual to operate a CMV for the school district.

4. The school district may use an individual's Clearinghouse record only to assess and evaluate whether a prohibition applies with respect to the individual to operate a CMV for the school district.

## IV. CANNABIS TESTING OR DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

The school district may request or require drug and alcohol testing or cannabis testing for other school district personnel, i.e., employees who are not school bus drivers, or job applicants for such positions. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug and alcohol testing or cannabis testing as authorized in this policy, except for school bus drivers and other drivers of CMVs who are subject to federally mandated testing. (See Section III. of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV. of this policy will be applicable to such testing.

A. Definitions

1. "Cannabis testing" means the analysis of a body component sample according to the standards established under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of cannabis flower, as defined in Minnesota Statutes, section 342.01, subdivision 16, cannabis products, as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, hemp-derived consumer products as defined in section 342.01, subdivision 37, or cannabis metabolites in the sample tested. The definitions in this section apply to cannabis testing unless stated otherwise.

2. "Confirmatory test" and "confirmatory retest" mean a drug or alcohol test that uses a method of analysis allowed under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.

3. "Drug" means a controlled substance as defined in Minnesota Statutes,

section 152.01, subdivision 4, but does not include marijuana, tetrahydrocannabinols, cannabis flower as defined in section 342.01, subdivision 16, cannabis products as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, and hemp-derived consumer products as defined in section 342.01, subdivision 37.

4. "Drug and Alcohol Testing," "Drug or Alcohol Testing," and "Drug or Alcohol Test" mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" do not include cannabis or cannabis testing, unless stated otherwise.

5. "Employee" means a person, independent contractor, or person working for an independent contractor who performs services for compensation, in whatever form, for an employer.

6. "Initial screening test" means a drug or alcohol test or cannabis test which uses a method of analysis under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.

7. "Job Applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the charter school in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person's passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are governed by the provisions of the charter school's drug and alcohol testing policy relating to school bus drivers (Section III.).

8. "Oral fluid test" means analysis of a saliva sample for the purpose of measuring the presence of the same substances as drug and alcohol testing and cannabis testing that:

   a. can detect drugs, alcohol, cannabis, or their metabolites in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1; and

   b. does not require the services of a testing laboratory under section 181.953, subdivision 1.

98. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the charter school for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial

driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the charter school's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."

~~9~~10. "Positive Test Result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.

~~10~~11. "Random Selection Basis" means a mechanism for selection of employees that:

a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and

b. does not give the charter school discretion to waive the selection of any employee selected under the mechanism.

~~11~~12. "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

~~12~~13. "Safety-Sensitive Position" means a job, including any supervisory or management position, in which an impairment caused by drug, alcohol, or cannabis usage would threaten the health or safety of any person.

B. Circumstances Under Which Drug or Alcohol Testing May Be Requested or Required:

1. General Limitations

a. The school district ~~will~~ may not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing or cannabis testing, unless the testing is done pursuant to this policy; and either (1) is conducted by a testing laboratory that meets one of the criterial listed in Minnesota Statutes section 181.953, Subdivision 1 ; or (2) complies with the oral fluid test procedures under section 181.953, subdivision 5a..

b. The school district will not request or require an employee or job

applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing or cannabis testing on an arbitrary and capricious basis.

2. Cannabis Testing Exceptions

For the following positions, cannabis and its metabolites are considered a drug and subject to the drug and alcohol testing provisions in Minnesota Statutes, sections 181.950 to 181.957:

a. a safety-sensitive position, as defined in Minnesota Statutes, section 181.950, subdivision 13;

b. a position requiring face-to-face care, training, education, supervision, counseling, consultation, or medical assistance to children;

c. a position requiring a commercial driver's license or requiring an employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing of a job applicant or an employee;

d. a position of employment funded by a federal grant; or

e. any other position for which state or federal law requires testing of a job applicant or an employee for cannabis.

3. Job Applicant Testing

The school district may request or require any job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing, provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered employment for that position. If a job applicant has received a job offer that is contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the event the job offer is subsequently withdrawn, the school district shall notify the job applicant of the reason for its action.

a. The school district must not request or require a job applicant to undergo cannabis testing solely for the purpose of determining the presence or absence of cannabis as a condition of employment unless otherwise required by state or federal law.

b. Unless otherwise required by state or federal law, the school district must not refuse to hire a job applicant solely because the

job applicant submits to a cannabis test or a drug and alcohol test authorized by Minnesota law and the results of the test indicate the presence of cannabis.

c. The school district must not request or require an employee or job applicant to undergo cannabis testing on an arbitrary or capricious basis.

d. Cannabis testing authorized under paragraph (d) must comply with the safeguards for testing employees provided in Minnesota Statutes, sections 181.953 and 181.954.

4. Oral fluid testing

a. When drug and alcohol testing or cannabis testing is otherwise authorized under Minnesota Statutes, section 181.951, the school district may request an employee or job applicant to undergo oral fluid testing according to the procedures under Minnesota Statutes, section 181.953, subdivision 5a as an alternative to using the services of a testing laboratory under Minnesota Statutes, section 181.953, subdivision 1.

b. The employee must be informed of the test result at the time of the oral fluid test. Within 48 hours of an oral fluid test that indicates a positive test result or that is inconclusive or invalid, the employee or job applicant may request drug or alcohol testing or cannabis testing at no cost to the employee or job applicant using the services of a testing laboratory under Minnesota Statutes, section 181.953, subdivision 1, and according to the existing laboratory testing standards in subdivisions 1 to 5. The rights, notice, and limitations in Minnesota Statutes, section 181.953, subdivision 6, paragraph (b), and subdivisions 7 to 8 and 10 to 11 apply to an employee or job applicant and a laboratory test conducted pursuant to this paragraph.

c. If the laboratory test under paragraph (b) above indicates a positive result, any subsequent confirmatory retest, if requested by the employee or job applicant, must be conducted following the retest procedures provided in Minnesota Statutes, section 181.953, subdivision 6, paragraph (c), and subdivision 9 at the employee's or job applicant's own expense.

d. Nothing in this subdivision is intended to modify the existing requirements for drug and alcohol testing or cannabis testing in the workplace under Minnesota Statutes, sections 181.950 to 18.957, unless stated otherwise.

54. Random Testing

The school district may request or require “other employees” to undergo cannabis testing or drug and alcohol testing on a random selection basis

only if they are employed in safety-sensitive positions.

65. Reasonable Suspicion Testing

The school district may request or require any employee to undergo cannabis testing or drug and alcohol testing if the school district has a reasonable suspicion that the employee:

a. is under the influence of cannabis, drugs or alcohol;

b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;

c. has sustained a personal injury, as that term is defined in Minnesota Statutes, section 176.011, subdivision 16, or has caused another employee to sustain a personal injury; or

d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

76. Treatment Program Testing

The school district may request or require any employee to undergo cannabis testing and drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo cannabis testing and drug and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

87. Routine Physical Examination Testing

The school district may request or require any employee to undergo drug and alcohol testing as part of a routine physical examination provided the drug or alcohol test is requested or required no more than once annually and the employee has been given at least two weeks' written notice that a drug or alcohol test may be requested or required as part of the physical examination.

C. No Legal Duty to Test

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing.

D. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing and Consequences of Such Refusal

1. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing

Any employee or job applicant whose position does not require a commercial driver's license has the right to refuse drug and alcohol testing subject to the provisions contained in Paragraphs 2. and 3. of Section IV.D.

2. Consequences of an Employee's Refusal to Undergo Drug and Alcohol Testing

Any employee in a position that does not require a commercial driver's license who refuses to undergo drug and alcohol testing in the circumstances set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.

3. Consequences of a Job Applicant's Refusal to Undergo Drug and Alcohol Testing

Any job applicant for a position which does not require a commercial driver's license who refuses to undergo drug and alcohol testing pursuant to the Job Applicant Testing provision of this policy shall not be employed.

E. Reliability and Fairness Safeguards

1. Pretest Notice

Before requesting an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing or requesting cannabis testing, the school district shall provide the employee or job applicant with a Pretest Notice in the form of Attachment D to this policy on which to acknowledge that the employee or job applicant has received the school district's drug and alcohol testing or cannabis testing policy.

2. Notice of Test Results

Within three (3) working days after receipt of a test result report from the

testing laboratory, the school district shall inform in writing an employee or job applicant who has undergone drug or alcohol testing or cannabis testing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test or cannabis test.

4. Notice of and Right to Explain Positive Test Result

a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information (see Attachment G to this policy).

b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.

c. The employee may present verification of enrollment in the medical cannabis patient registry or of enrollment in a Tribal medical cannabis program as part of the employee's explanation.

d. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for cannabis. MROs will verify a drug test confirmed as positive, even if an employee claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

e. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice

of the right to request a confirmatory retest of the original sample at his or her expense.

b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minnesota Statutes, section 181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug, alcohol, or cannabis threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

6. If an employee or job applicant has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform the individual of other rights provided under Sections F. or G., below, whichever is applicable.

Attachments F and G to this policy provide the Notices described in Paragraphs 2. through 6. of this Section E.

F. Discharge and Discipline of Employees Whose Positions Do Not Require a Commercial Driver's License

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test or cannabis test requested by the school district, unless the following conditions have been met:

a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug, alcohol, or cannabis counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and

b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.

6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.

7. An employee must be given access to information in the individual personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process or cannabis testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

G. Withdrawal of Job Offer for an Applicant for a Position That Does Not Require a Commercial Driver's License

If a job applicant has received a job offer made contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

H. Chain-of-Custody Procedures

The school district has established its own reliable chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the samples to be tested. The procedures require the following:

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;

2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;

3. A sample must be accompanied by a written chain-of-custody record; and

4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

A laboratory may only disclose to the school district test result data regarding the presence or absence of drugs, alcohol or their metabolites in a sample tested.

2. Confidentiality Limitations

With respect to employees and job applicants, test result reports and other information acquired in the drug or alcohol testing process are private data on individuals as that phrase is defined in Minnesota Statutes Chapter 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding Paragraphs 1. and 2., evidence of a positive test result on

a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee or job applicant tested.

J. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug and alcohol testing policy to all affected employees upon adoption of the policy, to a previously non-affected employee upon transfer to an affected position under the policy, and to a job applicant upon hire and before any testing of the applicant if the job offer is made contingent on the applicant's passing drug and alcohol testing. Affected employees and applicants will acknowledge receipt of this written notice in the form of Attachment Hto this policy.

## V. POSTING

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees or job applicants in its personnel office or other suitable locations.

***Legal References:***
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 43A (State Personnel Management)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 152.32 (Protections for Registry Program Participation)
Minn. Stat. § 176.011, subd. 16 (Definitions; Personal Injury)
Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
Minn. Stat. § 221.031 (Motor Carrier Rules)
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
49 U.S.C. 31306a (National Clearinghouse for Controlled Substance and

Alcohol Test Results of Commercial Motor Vehicle Operators)

49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)
49 C.F.R. Part 382 (Controlled Substances and Alcohol Use and Testing)

***Cross-References:*** Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Burnsville-Eagan-Savage School District Policy 406 (Public and Private Personnel Data)
Burnsville-Eagan-Savage School District Policy 417 (Chemical Use and Abuse)
Burnsville-Eagan-Savage School District Policy 418 (Drug-Free Workplace/Drug-Free School)

*Adopted: 6/89* *Burnsville-Eagan-Savage School District Policy 418*
*Reviewed: 10/12/2023*
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*Rescinds: GBCBA, JFCH*

# 418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

## I. PURPOSE

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.

## II. GENERAL STATEMENT OF POLICY

A. 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.

B. 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.

C. An individual may not use or possess cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13, including all facilities, whether owned, rented or leased, and all vehicles that the school district owns, leases, rents, contracts for, or controls.

D. 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.

## III. DEFINITIONS

A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent alcohol by volume.

B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code, section 812, including analogues and look-alike drugs.

C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.

D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by injections, inhalation, ingestion, or by any other immediate means.

E. "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method, approved by the commissioner.

F. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.

G. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

H. "Sell" means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.

I. "Toxic substances" includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the commissioner of health.

J. "Use" means to sell, buy, manufacture, distribute, dispense, be under the influence of, or consume in any manner, including, but not limited to, consumption by injection, inhalation, ingestion, or by any other immediate means.

## IV. EXCEPTIONS

A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, which has a currently accepted medical use in treatment in the United States and the

person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.

B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

C. A violation of this policy does not occur when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxications, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor.

D. The school district may not refuse to enroll or otherwise penalize a patient or person enrolled in the Minnesota Patient Registry Program as a pupil solely because the patient or person is enrolled in the registry program, unless failing to do so would violate federal law or regulations or cause the school to lose a monetary or licensing-related benefit under federal law or regulations.

## V. PROCEDURES

A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, must comply with the school district's student medication policy.

B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform their supervisor. The employee may be required to provide a copy of the prescription.

C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that ~~he or she~~ they ha~~ves~~ received the policy.

D. Employees are subject to the school district's drug and alcohol testing policies and procedures.

E. Members of the public are not permitted to possess controlled substances, intoxicating cannabinoids, or edible cannabinoid products in a school location except with the express permission of the superintendent or designee.

F. No person is permitted to possess or use medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medical cannabis, Nonintoxicating cannabinoids, or edible cannabinoid products.

G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

## VI. SCHOOL PROGRAMS

A. Starting in the 2026-2027 school year, the school district must implement a comprehensive education program on cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, for students in middle school and high school. The program must include instruction on the topics listed in the Minnesota Statutes, section 120B.215, subdivision 1 and must:

1. respect community values and encourage students to communicate with parents, guardians, and other trusted adults about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl; and

2. refer students to local resources where students may obtain medically accurate information about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, and treatment for a substance use disorder.

B. School district efforts to develop, implement, or improve instruction or curriculum as a result of the provisions of this section must be consistent with the Minnesota Statutes, sections 120B.10 and 120B.11.

C. Notwithstanding any law to the contrary, the school district shall have a procedure for a parent, a guardian, or an adult student 18 years of age or older to review the content of the instructional materials to be provided to a minor child or to an adult student pursuant to this article. The district must allow a parent or adult student to opt out of instruction under this article with no academic or other penalty for the student and must inform parents and adult students of this right to opt out.

## VII. ENFORCEMENT

A. Students

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids, and including edible cannabinoid products.

2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service. which may be provided by school based mental health services providers; and/or referral to law enforcement officials when appropriate.

3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify ~~his or her~~ their supervisor in writing of ~~his or her~~ their conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.

3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.

4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

***Legal References:***
Minn. Stat. § 120B.215 (Education on Cannabis Use and Substance Use)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01, Subd. 15a (Definitions)
Minn. Stat. § 152.0264 (Cannabis Sale Crimes)
Minn. Stat. § 152.22, Subd. 6 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 342.09 (Personal Adult Use of Cannabis)
Minn. Stat. § 342.56 (Limitations)
Minn. Stat. § 609.684 (Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-7165 (Student Support and Academic Enrichment Grants)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

***Cross References:***
Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Burnsville-Eagan-Savage School District Policy 416 (Drug and Alcohol Testing)
Burnsville-Eagan-Savage School District Policy 417 (Chemical Use and Abuse)
Burnsville-Eagan-Savage School District Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
Burnsville-Eagan-Savage School District Policy 516 (Student Medication)

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*Rescinds:*

# 509 ENROLLMENT OF NONRESIDENT STUDENTS

## I. PURPOSE

The school district desires to participate in the Enrollment Options Program established by Minnesota Statutes section 124D.03. The purpose of this policy is to set forth the application and exclusion procedures used by the school district in making said determination.

## II. GENERAL STATEMENT OF POLICY

The school board adopts specific standards for acceptance and rejection of Open Enrollment applications.

## III. OPEN ENROLLMENT PROCESS

A. Open Enrollment applications will be approved provided that acceptance of the application will not exceed the capacity of a program, excluding special education services; class; grade level; or school building as established by school board resolution and provided that:

1. space is available for the applicant under enrollment cap standards established by school board policy or other directive; and

2. in considering the capacity of a grade level, the school district may only limit enrollment of nonresident students to a number not less than the lesser of: (a) one percent of the total enrollment at each grade level in the school district; or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with Minnesota Statutes, section 124D.03.

3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.

B. If the school district limits enrollment of nonresident students pursuant to this Section, the district shall report to the Commissioner of the Minnesota Department of Education (MDE) by July 15 on the number of nonresident pupils denied admission due to the limitations on the enrollment of nonresident pupils.

C. The parent of a student with a disability not yet enrolled in kindergarten and not open enrolled in a nonresident district may elect, in the same manner as the parent

of a resident student with a disability, a school in the nonresident district where the child is enrolled in a Head Start program or a licensed child care setting in the nonresident district, provided the child can be served in the same setting as other children in the nonresident district with the same level of disability.

Under this paragraph, parents must demonstrate enrollment in a community preschool or childcare setting.

D. A nonresident preschool aged child with a disability open enrolled in the district may be required to open enroll for kindergarten.

## IV. BASIS FOR DECISIONS

A. Standards that may be used for rejection of application.

In addition to the provisions A above, the school district may refuse to allow a pupil who is expelled under Minnesota Statutes, section 121A.45 to enroll during the term of the expulsion if the student was expelled for:

1. possessing a dangerous weapon, including a weapon, device, instruments, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade less than two and one-half inches in length, at school or a school function;

2. possessing or using an illegal drug at school or a school function;

3. selling or soliciting the sale of a controlled substance while at school or a school function; or

4. committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.

B. Standards that may not be used for rejection of application.

The school district may not use the following standards in determining whether to accept or reject an application for open enrollment:

1. previous academic achievement of a student;

2. athletic or extracurricular ability of a student;

3. disabling conditions of a student;

4. a student's proficiency in the English language;

5. the student's district of residence except where the district of residence is directly included in an enrollment options strategy included in an approved achievement and integration program; or

6. previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as set out in this policy.

C. Application.

The student and parent or guardian must complete and submit the "General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education (or the Statewide Enrollment Options Application for State-funded Voluntary Prekindergarten (VPK) ~~or School Readiness Plus (SRP)~~ Application if applicable) developed by MDE and available on its website.

The school district may require a nonresident student enrolled in a program under Minnesota Statutes, section 125A.13, or in a preschool program, except for a program under Minnesota Statutes, section 124D.151 ~~or Laws 2017, First Special Session chapter 5, article 8, section 9,~~ to remain enrolled in the district when the student enters kindergarten without submitting annual or periodic applications, unless the district terminates the student's enrollment under subdivision 12.

The school district shall notify the caregiver in writing by February 15 or within ninety (90) days for applications submitted after January 15 in the case of achievement and integration district transfers whether the application has been accepted or rejected. If an application is rejected, the district must state in the notification the reason for rejection. The caregiver must notify the nonresident district by March 1 or within ten (10) business days whether the pupil intends to enroll in the nonresident district.

D. Lotteries.

If a school district has more applications than available seats at a specific grade level, it must hold an impartial lottery following the January 15 deadline to determine which students will receive seats. The district must give priority to enrolling siblings of currently enrolled students, students whose applications are related to an approved integration and achievement plan, children of the school district's staff, and students residing in that part of a municipality (a statutory or home rule charter city or town) where:

1. the student's resident district does not operate a school building;

2. the municipality is located partially or fully within the boundaries of at least five school districts;

3. the nonresident district in which the student seeks to enroll operates one or more school buildings within the municipality; and

4. no other nonresident, independent, special, or common school district operates a school building within the municipality.

The process for the school district lottery must be established by school board policy and posted on the school district's website.

E. Exclusion

1. Administrator's initial determination.

If a school district administrator or the administrator designee knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator or the administrator designee will transmit the application to the superintendent with a recommendation of whether exclusion proceedings should be initiated.

2. Superintendent's review.

The superintendent or the superintendent's designee may make further inquiries. If the superintendent or designee determines that the applicant should be admitted, ~~he or she~~ they will notify the applicant and the school board chair. If the superintendent or designee determines that the applicant should be excluded, the superintendent or designee will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, other than as set forth in II.B., the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.

F. Termination of Enrollment

The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minnesota Statutes section 124D.03 or 124D.08 at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy under Minnesota Chapter 260A, and the student's case has been referred to juvenile court. A "habitual truant" is a child under 17 years of age who is absent from attendance at school without lawful excuse for seven school days in a school year if the child is in elementary school or for one or more class periods on seven school days in a school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class

periods on seven school days in a school year and who has not lawfully withdrawn from school under Minnesota Statutes section 120A.22, Subd. 8. The school district may also terminate the enrollment of a nonresident student over 17 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under Minnesota Statutes section 120A.22, subdivision 8.

A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parents a written notice of the school district's belief that the student is not a resident of the school district. The notice shall include the facts upon which the belief is based and notice to the parents of their opportunity to provide documentary evidence, in person or in writing, of residency to the superintendent or the superintendent's designee. The superintendent or the superintendent's designee will make the final determination as to the residency status of the student.

Notwithstanding the requirement that an application must be approved by the board of the nonresident district, a student who has been enrolled in a district, who is identified as homeless, and whose parent or legal guardian moves to another district, or who is placed in foster care in another school district, may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required.

***Legal References:***
Minn. Stat. § 120A.22, Subd. 3(e) (Compulsory Instruction)
Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)
Minn. Stat. § 125A.13 (School of Parents' Choice)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. § 124D.68 (High School Graduation Incentives Program)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. § 260C.007, Subd. 19 (Definitions)
Minn. Op. Atty. Gen. 169-f (Aug. 13, 1986)
*Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ.*, Co. No. A05-361, 2005 WL 3111963 (Minn. Ct. App. 2005) (unpublished)
18 U.S.C. 930, para. (g)(2) (Definition of weapon)

***Cross References:***
Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
Burnsville-Eagan-Savage School District Policy 517 (Student Recruiting)

*Adopted:* *1/86* *Burnsville-Eagan-Savage School District Policy 515*
*Reviewed:* *10/12/2023*
*Revised:* ~~*10/26/2023*~~ *MSBA 6/2024*
*Rescinds:* *JO*

# 515 PROTECTION AND PRIVACY OF STUDENT RECORDS

## I. PURPOSE

The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of student records and the protection of the privacy rights of students as provided in federal law and state statutes.

## II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 United States Code section 1232g, et seq., (Family Educational Rights and Privacy Act (FERPA)) 34 Code of Federal Regulations Part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, and Minnesota Rules Parts 1205.0100-1205.2000.

## III. DEFINITIONS

A. Authorized Representative

"Authorized representative" means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

B. Biometric Record

"Biometric record," as referred to in "Personally Identifiable," means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual (e.g., fingerprints, retina and iris patterns, voice prints, DNA sequence, facial characteristics, and handwriting).

C. Dates of Attendance

"Dates of attendance," as referred to in "Directory Information," means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence,

videoconference, satellite, internet or other electronic information and telecommunications technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

D. Directory Information

1. Under federal law, "Directory information," ~~under federal law,~~ means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes: the student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status (i.e. full-time or part-time); participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors, and awards received and the most recent educational agency or institution attended. It also includes the name, address, and telephone number of the student's parent(s). Directory information does not include:

a. a student's social security number;

b. a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;

c a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;

d. personally, identifiable data which references religion, race, color, social position, or nationality; or

e. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.

2. Under Minnesota law, a school district may not designate a student's home address, telephone number, email address, or other personal contact information as "directory information." Minnesota law prohibits schools from designating student contact information as "directory information" despite the FERPA definition. Minnesota schools should comply with Minnesota law and should not include student contact information in their definition of "directory

information."

~~2.~~

E. Education Records

1. What constitutes "education records." Education records means those records that are: (1) directly related to a student; and (2) are maintained by the school district or by a party acting for the school district.

2. What does not constitute education records. The term, "education records," does not include:

a. Records of instructional personnel that are:

(1) kept in the sole possession of the maker of the record;

(2) used only as a personal memory aid;

(3) not accessible or revealed to any other individual except a temporary substitute teacher; and

(4) destroyed at the end of the school year.

b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:

(1) maintained separately from education records;

(2) maintained solely for law enforcement purposes; and

(3) disclosed only to law enforcement officials of the same jurisdiction.

c. Records relating to an individual, including a student, who is employed by the school district which:

(1) are made and maintained in the normal course of business;

(2) relate exclusively to the individual in that individual's capacity as an employee; and

(3) are not available for use for any other purpose.

However, records relating to an individual in attendance at the school district who is employed as a result of ~~his or her~~ their status

as a student are education records.

d. Records relating to an eligible student, or a student attending an institution of post-secondary education, that are:

(1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in ~~his or her~~ their professional or paraprofessional capacity or assisting in that capacity;

(2) made, maintained, or used only in connection with the provision of treatment to the student; and

(3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

"Education support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes, section 13.46.

Unless otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes, section 13.05 or a court order.

G. Eligible Student

"Eligible student" means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

H. Juvenile Justice System

"Juvenile justice system" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

I. Legitimate Educational Interest

"Legitimate educational interest" includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to:

1. Perform an administrative task required in the school or employee's contract or position description approved by the school board;

2. Perform a supervisory or instructional task directly related to the student's education;

3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid, or

4. Perform a task directly related to responding to a request for data.

J. Parent

"Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

K. Personally Identifiable

"Personally identifiable" means that the data or information includes, but is not limited to: (a) a student's name; (b) the name of the student's parent or other family member; (c) the address of the student or student's family; (d) a personal identifier such as the student's social security number or student number or biometric record; (e) other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

L. Record

"Record" means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

M. Responsible Authority

"Responsible authority" means the superintendent of schools or designee.

N. Student

"Student" includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. Student also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services from the school district.

O. School Official

"School official" includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of ~~his or her~~ their performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of ~~his or her~~ their performance as an employee or contractor.

P. Summary Data

"Summary data" means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.

Q. Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

## IV. GENERAL CLASSIFICATION

State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a

valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

## V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;

2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;

4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;

5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;

6. The right to be informed about rights under the federal law; and

7. The right to obtain a copy of this policy at the location set forth in Section XXI. of this policy.

B. Eligible Students

All rights and protections given to parents under this policy transfer to the student when ~~he or she~~ they reach~~es~~ eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in Code of Federal Regulations section 99.31(a).

C. Students with Disabilities

The school district shall follow 34 Code of Federal Regulations sections 300.610-

300.617 with regard to the privacy, notice, access, record keeping and accuracy of information related to students with a disability.

## VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.

2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:

   a. a specification of the records to be disclosed;

   b. the purpose or purposes of the disclosure;

   c. the party or class of parties to whom the disclosure may be made;

   d. the consequences of giving informed consent; and

   e. if appropriate, a termination date for the consent.

3. When a disclosure is made under this subdivision:

   a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and

   b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.

4. A signed and dated written consent may include a record and signature in electronic form that:

   a. identifies and authenticates a particular person as the source of the electronic consent; and

   b. indicates such person's approval of the information contained in the electronic consent.

5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:

a. in plain language;

b. dated;

c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;

d. specific as to the nature of the information the subject is authorizing to be disclosed;

e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;

f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and

g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minnesota Statutes, Chapter 256B or Minnesota Care under Minnesota Statutes, Chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Section V. of this policy.

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest

in such records;

2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:

   a. performs an institutional service or function for which the school district would otherwise use employees;

   b. is under the direct control of the school district with respect to the use and maintenance of education records; and

   c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made,

3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code section 7917, Burnsville-Eagan-Savage School District Policy 529 and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes, section 260B.171, unless the data are required to be destroyed under Minnesota Statutes, section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;

4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or ~~his or her~~ their representative, subject to the conditions relative to such disclosure provided under federal law;

5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:

   a. determine eligibility for the aid;

   b. determine the amount of the aid;

c. determine conditions for the aid; or

d. enforce the terms and conditions of the aid.

"Financial aid" for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual's attendance at an educational agency or institution;

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:

   a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or

   b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers.

7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d)

requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;

9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;

10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 United States Code section 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;

11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose

information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;

13. Information the school district has designated as "directory information" pursuant to Section VII. of this policy;

14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;

15. To the parent of a student who is not an eligible student or to the student himself or herself;

16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;

17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;

18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:

    a. the following information about a student must be disclosed: a student's full name; home address; telephone number; date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;

b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file;

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes, section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to

serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota Statutes, section 260B.171, subdivision 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

    The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action;

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements. or

22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code section 5304),who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

23. When requested, educational agencies or institutions may share personal student contact information and directory information for students served in special education with postsecondary transition planning and services under Minnesota Statutes, section 125A.08, paragraph (b), clause (1), whether public or private, with the Minnesota Department of Employment and Economic Development, as required for coordination of services to students with disabilities under Minnesota Statutes, sections 125A.08, paragraph (b), clause (1); 125A.023; and 125A.027.

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;

2. Pursuant to a statute specifically authorizing access to the private data; or

3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

## VII. RELEASE OF DIRECTORY INFORMATION

A. Educational Data

1. Educational data designated as directory information is public data on individuals to the extent required under federal law. Directory information must be designated pursuant to the provisions of:

   a. Minnesota Statutes, section 13.32, subdivision 5; and

   b. 20 United States Code, ~~title 20,~~ section 1232g, and 34 Code of Federal Regulations, ~~title 34,~~ section 99.37, which were in effect on January 3, 2012.

2. The school district may not designate a student's home address, telephone number, email address, or other personal contact information as directory information under this section.

3. When requested, the school district must share personal contact information and directory information, whether public or private, with the Minnesota Department of Education, as required for federal reporting purposes.

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain information about an individual obtained after ~~he or she is~~ they are no longer a student at the school district and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

C. Present Students and Parents

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein.

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein.

1. When conducting the directory information designation and notice process required by federal law, the school district shall give parents and students notice of the right to refuse to let the district designate specified data about the student as directory information.

2. The school district shall give annual notice by any means that are reasonably likely to inform the parents and eligible students of:

   a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;

   b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and

   c. the period of time in which a parent or eligible student has to notify the school district in writing that ~~he or she~~ they do~~es~~ not want any or all of those types of information about the student and/or the parent designated as directory information.

3. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI. of this policy.

4. A parent or eligible student may not opt out of the directory information disclosures to:

   a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or

   b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.

5. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate;

2. Home address;

3. School presently attended by student;

4. Parent's legal relationship to student, if applicable; and

5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

## VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Section VI. of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases, state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:

   a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;

   b. whether the personal situation of the minor is such that denying

parental access may protect the minor data subject from physical or emotional harm;

c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;

d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and

e. whether the data concerns medical, dental or other health services provided pursuant to Minnesota Statutes, sections 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

## IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes, Chapter 260E, written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual,

however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes, Chapter 260E.

Regardless of whether a written report is made under Minnesota Statutes, Chapter 260E,, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or that are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.

2. A complainant has access to a statement ~~he or she~~ they provided to the school district.

3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes, section 13.393.

4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:

   a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;

   b. the expiration of the time to file a complaint under the statute of

limitations or agreement applicable to the civil legal action; or

c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.

5. A "pending civil legal action" for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

## X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student's parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, section 121A.40, *et seq*.

## XI. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS

A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

B. Data released to military recruiting officers under this provision:

1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military;

2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces. And

3. copying fees shall not be imposed.

C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority, the superintendent of schools or designee in writing by September 15 each year. The written request must include the following information:

1. Name of student and parent, as appropriate;

2. Home address;

3. Student's grade level;

4. School presently attended by student;

5. Parent's legal relationship to student, if applicable;

6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and

7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.

D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.

E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

## XII. LIMITS ON REDISCLOSURE

A. Redisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure Not Prohibited

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:

   a. The disclosures meet the requirements of Section VI. of this policy; and

   b. The school district has complied with the record-keeping requirements of Section XIII. of this policy.

2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code section 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 Code of Federal Regulations section 99.31(a)(3),

or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in section 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

## XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record Security

The principal of each school, subject to the supervision and control of the responsible authority, shall be the records manager of the school and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

The building principal shall submit to the responsible authority a written plan for securing student records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;

2. Titles and addresses of person(s) responsible for the security of student records;

3. Location of student records, by category, in the buildings;

4. Means of securing student records; and

5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this section for compliance with the law, this policy, and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record with the education records of the student that indicates:

   a. the parties who have requested or received personally identifiable information from the education records of the student;

   b. the legitimate interests these parties had in requesting or obtaining the information; and

   c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.

2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:

   a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;

   b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and

   c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 Code of Federal Regulations section 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as

directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code section 2332b(g)(5)(B) or an act of domestic or international terrorism.

4. The record of requests of disclosures may be inspected by:

   a. the parent of the student or the eligible student;

   b. the school official or ~~his or her~~ their assistants who are responsible for the custody of the records; and

   c. the parties authorized by law to audit the record-keeping procedures of the school district.

5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:

   a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and

   b. the parties to whom the school district disclosed the information.

6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

## XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

A. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

The school district shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Section VIII. of this policy.

B. Response to Request for Access

The school district shall respond to any request pursuant to Subdivision A. of this section immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under Subdivision A. of this section includes:

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and

2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.

3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records ~~he or she~~ they wish~~es~~ to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:

   a. the cost of materials, including paper, used to provide the copies;

   b. the cost of the labor required to prepare the copies;

   c. any schedule of standard copying charges established by the school district in its normal course of operations;

   d. any special costs necessary to produce such copies from machine based record-keeping systems, including but not limited to computers and microfilm systems; and

   e. mailing costs.

2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.

3. The cost of providing copies shall be borne by the parent or eligible student.

4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

## XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the school district amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.

2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.

3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

B. Right to a Hearing

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C. of this section.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.

2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why ~~he or she~~ they disagree~~s~~ with the decision of the school district, or both.

3. Any statement placed in the education records of the student under Subdivision B. of this section shall:

   a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and

   b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time

reasonably in advance of the hearing.

2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.

3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of ~~his or her~~ their ~~-~~choice at ~~his or her~~ their own expense, including an attorney.

4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minnesota Statutes, Chapter 14 relating to contested cases.

## XVI. PROBLEMS ACCESSING DATA

A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

B. Data practices compliance official means superintendent of schools or designee.

C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

## XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the U.S. Department of Education, Student Privacy Policy Office, 400 Maryland Avenue S.W., Washington, D.C. 20202-8520.

B. Content of Complaint

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

## XVIII. WAIVER

A parent or eligible student may waive any of ~~his or her~~ their rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

## XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;

2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;

3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;

4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;

5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and

6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

B. Notification to Parents of Students Having a Primary Home Language Other Than English

The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

C. Notification to Parents or Eligible Students Who are Disabled

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

## XX. DESTRUCTION AND RETENTION OF RECORDS

Destruction and retention of records by the school district shall be controlled by state and federal law.

## XXI. COPIES OF POLICY

Copies of this policy may be obtained by parents and eligible students online at the district's website or at the superintendent's office.

***Legal References:***
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32, Subd. 5 (Directory Information)
Minn. Stat. § 13.393 (Attorneys)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
Minn. Stat. Ch. 256L (MinnesotaCare)
Minn. Stat. § 260B.171, Subds. 3 and 5 (Records)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
Minn. Stat. § 480.40 (Personal Information, Dissemination)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7908 (Armed Forces Recruiting Information)
20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
25 U.S.C. § 5304 (Definitions – Tribal Organization)

26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
*Gonzaga University v. Doe*, 536 U.S. 273 (2002)
Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

***Cross References:*** Burnsville-Eagan-Savage School District Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
Burnsville-Eagan-Savage School District Policy 417 (Chemical Use and Abuse)
Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
Burnsville-Eagan-Savage School District Policy 519 (Interviews of Students by Outside Agencies)
Burnsville-Eagan-Savage School District Policy 520 (Student Surveys)
Burnsville-Eagan-Savage School District Policy 711 (Video Recording on School Buses)
Burnsville-Eagan-Savage School District Policy 722 (Public Data Requests)
Burnsville-Eagan-Savage School District Policy 906 (Community Notification of Predatory Offenders)
MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

5. Approve, on a First Reading Basis, Changes to Policies: 102; *Equal Educational Opportunity,* 419: *Tobacco Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices* and 609: *Religion and Religious and Cultural Observances* 213

**Speaker(s):** Isis Buchanan, Director of Educational Equity

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.

Burnsville · Eagan · Savage

**Agenda IV.B.5.**
**October 10, 2024**

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

**From:** Isis Buchanan, director of educational equity

**Date:** October 10, 2024

**Re:** Approve, on a First Reading Basis, Changes to Policies: 102; *Equal Educational Opportunity,* 419: *Tobacco Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices* and 609: *Religion and Religious and Cultural Observances*

**RECOMMENDATION**: That the Board of Education approve, on a first reading basis, changes to Policies: 102; *Equal Educational Opportunity,* 419: *Tobacco Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices* and 609: *Religion and Religious and Cultural Observances.*

The policies were reviewed by the Policy Review committee on September 24, 2024.

***Summary of changes:***

- Policy 102: *Legislative update* – Adds legislative changes to “discrimination” definition
- Policy 419: *Legislative update*- Adds smudging as a permissible activity
- Policy 609: *Legislative update* -Adds cultural observances provision

*Adopted:* *10/1999* *Burnsville-Eagan-Savage School District Policy 102*
*Reviewed:* *9/14/2023*
*Revised:* ~~*9/28/2023*~~ *MSBA 6/2024*
*Rescinds:* *AC*

# 102 EQUAL EDUCATIONAL OPPORTUNITY

## I. PURPOSE

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

## II. GENERAL STATEMENT OF POLICY

A. The school district's policy is to provide equal educational opportunity for all students. The school district does not ~~unlawfully~~ discriminate on the basis of one or more of the following: race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, gender identity and expression, or age. The school district also makes reasonable accommodations for students with disabilities.

B. The school district prohibits the harassment and discrimination of any individual based on any of the protected classifications listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence (Policy 413).

C. The school district prohibits discrimination of students with a disability, within the intent of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), who need services, accommodations, or programs in order to receive a free appropriate public education. For information as to protections that may apply pursuant to Section 504 and the school district's corresponding procedures for addressing disability discrimination complaints, refer to the school district's policy on student disability nondiscrimination (Policy 521).

D. The school district prohibits sexual harassment discrimination of any individual on the basis of sex in its education programs or activities. For information as to the protections that apply pursuant to Title IX and school district's corresponding procedures and processes for addressing sexual harassment and discrimination, refer to the school district's policy on Title IX sex nondiscrimination (Policy 522).

E. The school district shall provide equal opportunity for members of each sex and to members of all races and ethnicities to participate in its athletic program. In determining whether equal opportunity to participate in athletic programs is

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

F. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.

G. Every teacher, administrator, volunteer, contractor, or other employee of the school district is responsible to comply with this policy.

H. Any student, parent or guardian having a question regarding this policy should discuss it with the Assistant Superintendent.

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

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

*Adopted:* *6/87* *Burnsville-Eagan-Savage School District Policy 419*
*Reviewed:* *10/26/2023*
*Revised:* ~~*11/9/2023*~~ *MSBA 6/2024*
*Rescinds:* *GBK-R, JFCG*

# 419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES: VAPING AWARENESS AND PREVENTION INSTRUCTION

## I. PURPOSE

The purpose of this policy is to maintain learning and working environments that are tobacco and smoke free.

## II. GENERAL STATEMENT OF POLICY

A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.

B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related device, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.

C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.

D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.

## III. DEFINITIONS

A. "Electronic delivery device" means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through inhalation of aerosol or vapor from the product. Electronic delivery device includes but is not limited to devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device excludes drugs, devices, or combination products, as those terms are defined in the Federal Food Drug, and Cosmetic Act that are authorized for sale by the United States Food and Drug Administration.

B. "Heated tobacco product" means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.

C. "Tobacco" means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; Cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

D. "Tobacco-related devices" means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of aerosols or vapor of tobacco or tobacco
products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.

E. "Smoking" means inhaling or exhaling, burning or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhaling. Smoking includes carrying or using an activated electronic delivery device.

F. "Vaping" means using an activated electronic delivery device or heated tobacco product."

## IV. EXCEPTIONS

A. A violation of this policy does not occur when an ~~Native~~ American ~~American~~ Indian adult lights tobacco on school district property as a part of a traditional ~~Native~~ American Indian spiritual or cultural ceremony. ~~A Native American~~An American Indian student may carry a medicine pouch containing loose tobacco intended as observance of traditional or cultural practices. ~~A Native American~~ An American Indian is a person who is a member of an ~~Native~~ American Indian tribe as defined under Minnesota law and/or self identifies as an ~~Native~~ American Indian.

B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.

C. An American Indian student or staff member may use tobacco, sage, sweetgrass, and cedar to conduct individual or group smudging in a public school. The process for conducting smudging is determined by the building or site administrator. Smudging must be conducted under the direct supervision of an appropriate staff member, as determined by the building or site administrator.

## V. VAPING AWARENESS AND PREVENTION INSTRUCTION

A. The school district must provide vaping prevention instruction at least once to students in grades 6 through 8.

B. The school district may use instructional materials based upon the Minnesota Department of Health's school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district's locally developed health standards.

[NOTE: In addition, school districts may choose to require (a) evidence based vaping prevention instruction to students in grades 9 through 12; and/or (b) a peer-to-peer education program to provide vaping prevention instruction.]

## VI. ENFORCEMENT

A. All individuals on school premises shall adhere to this policy.

B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.

C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.

D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.

E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.

F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.

G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

## VI. DISSEMINATION OF POLICY

A. This policy shall appear in the student handbook.

B. The school district will develop a method of discussing this policy with students and employees.

***Legal References:*** Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)
Minn. Stat. § 121A.08 (Smudging Permitted)
Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)
Minn. Stat. § 609.685 (Sale of Tobacco to Persons Under Age 21)
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

***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 706 (Acceptance of Gifts)

*Adopted:* *3/10/2016* *Burnsville-Eagan-Savage School District Policy 609*
*Reviewed:* *5/12/2022*
*Revised:* ~~*5/26/2022*~~ *MSBA 6/2024*
*Rescinds*

# 609 RELIGION AND RELIGIOUS AND CULTURAL OBSERVANCES

## I. PURPOSE

The purpose of this policy is to identify the status of religion as it pertains to the programs of the school district.

## II. GENERAL STATEMENT OF POLICY

A. The school district shall neither promote nor disparage any religious belief or nonbelief. Instead, the school district encourages all students and employees to have appreciation for and tolerance of each other's views.

B. The school district also recognizes that religion has had and is having a significant role in the social, cultural, political, and historical development of civilization.

C. The school district recognizes that one of its educational objectives is to increase its students' knowledge and appreciation of music, art, drama, and literature which may have had a religious basis or origin as well as a secular importance.

D. Religious music, art, drama, and literature may be included in the curriculum and in school activities provided it is intrinsic to the learning experience and is presented without a religious purpose.

E. The historical and contemporary values and the origin of various religions, holidays, customs, and beliefs may be presented in a nonreligious manner as part of the school district's curriculum.

## III. RESPONSIBILITY

A. The superintendent or designee shall be responsible for ensuring that the study of religious materials, customs, beliefs, and holidays in the school district is in keeping with the following guidelines:

1. The proposed activity must have a secular purpose.

2. The primary objective of the activity must be one that neither advances nor inhibits religion.

3. The activity must not foster excessive governmental relationships with religion.

4. Notwithstanding the foregoing guidelines, reasonable efforts must be made to accommodate any student who wishes to be excused from a curricular activity for a religious observance or American Indian cultural practice, observance, or ceremony. The school district must provide annual notice to parents of this policy.

B. The superintendent is granted authority to develop and present for school board review and approval directives and guidelines for the purpose of providing further guidance relative to the teaching of materials related to religion. Approved directives and guidelines shall be attached as an addendum to this policy.

***Legal References:***
U. S. Const., amend. I
Minn. Stat. § 120A.22, Subd. 12~~(3)~~ (Compulsory Instruction)
Minn. Stat. § 120A.35 (Absence from School for Religious and Cultural Observances)
Minn. Stat. § 121A.10 (Moment of Silence)
*Good News Club v. Milford Central School*, 533 U.S. 98, 121 S.Ct. 2093, 150 L.Ed.2d 151 (2001)
*Santa Fe Indep. Sch. Dist. v. Doe*, 530 U.S. 290, 120 S.Ct. 2266 (2000)
*Tangipahoa Parish Bd. of Educ. v. Freiler*, 530 U.S. 1251, 120 S.Ct. 2706 (2000)
*Lemon v. Kurtzman*, 403 U.S.602, 91 S.Ct. 2105, 29 L.Ed.2d 745 (1971)
*Child Evangelism Fellowship v. Minneapolis Special Sch. Dist. No. 1*, 690 F.3d 996 (8th Cir. 2012)
*Wigg v. Sioux Falls Sch. Dist.*, 382 F.3d 807 (8th Cir. 2004)
*Doe v. School Dist. of City of Norfolk*, 340 F.3d 605 (8th Cir. 2003)
*Stark v. Independent Sch. Dist. No. 640*, 123 F.3d 1068 (8th Cir. 1997)
*Florey v. Sioux Falls Sch. Dist. 49-5*, 619 F.2d 1311 (8th Cir. 1980)
*Roark v. South Iron R-1 Sch. Dist.*, 573 F.3d 556 (8th Cir. 2009)
*Child Evangelism Fellowship v. Elk River Area Sch. Dist. No. 728*, 599 F.Supp.2d 1136 (D. Minn. 2009)
*LeVake v. Independent Sch. Dist. No. 656*, 625 N.W.2d 502 (Minn. App. 2001)
Minn. Op. Atty. Gen. 169-J (Feb. 14, 1968)
Minn. Op. Atty. Gen. 169-K (Oct. 21, 1949)
Minn. Op. Atty. Gen. 63 (1940)
Minn. Op. Atty. Gen. 120 (1924)
Minn. Op. Atty. Gen. 121 (1924)

***Cross References:***
Burnsville-Eagan-Savage School District Policy 102 (Equal Educational Opportunity)
Burnsville-Eagan-Savage School District Policy 105 (Equity, Access and Excellence in Education)
Burnsville-Eagan-Savage School District Policy 801 (Equal Access to School Facilities)

6. Ratification of the 2024-2025 Minnesota Reading to Ensure Academic Development (READ) Act Memorandum of Understanding 223

**Speaker(s):** Dr. Theresa Battle, Superintendent and Wendy Drugge, BEA President

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.

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**Agenda IV.B.6.**
**October 10, 2024**

**To:** Board of Education

**From:** Dr. Theresa Battle, superintendent and Wendy Drugge, BEA president

**Date:** October 10, 2024

**Re:** Proposed Ratification of the Minnesota Reading to Ensure Academic Development (READ) Act Memorandum of Understanding with the Burnsville Education Association.

**Recommendation:** That the Board of Education approve the proposed language in the 2024-2025 Minnesota Reading to Ensure Academic Development (READ) Act Memorandum of Understanding with the Burnsville Education Association.

*The major language items include:*

- Required by law to have an MOU
- Funding from state to be distributed to teachers completing the training

**MEMORANDUM OF UNDERSTANDING**
**BETWEEN**
**Independent School District 191 (hereinafter referred to as "District")**
**AND**
**Burnsville Education Association (hereinafter referred to as "Union")**

WHEREAS the District and Union are parties to a collective bargaining agreement (CBA) for the period from July 1, 2023, through June 30, 2025; and,

WHEREAS the District and Union desire to address the time commitment, compensation, schedule, location of training, and deadlines for teachers required to complete the state of Minnesota mandated READ Act training; and,

WHEREAS the District and Union have agreed that teachers will participate in LETRS for Early Childhood or CAREIALL and,

WHEREAS the total anticipated number of hours of training required for LETRS for Early Childhood or CAREIALL is 35-67 hours;

NOW THEREFORE, be it resolved that the parties agree to the following:

1. Eligibility
   The Union and District will establish a list of eligible teachers, who must:
   a. Hold a license issued by the Professional Educator Licensing and Standards Board; and,
   b. Be employed by the District between July 1, 2024 and June 30, 2025; and,
   c. Be required by the District to complete approved training described under Minn. Stat. § 120B.123, subdivision 5.

2. Compensation earned for READ Act training

   Teachers will earn compensation as follows:

   Stipend of $600 paid out in 1 installment:
   a. Payment of $600 after completion of training of all units and successful completion of the full training provided by the district.

3. Credit Recognition

   Completion of the program will not be recognized toward lane changes.

4. Proof of completion and payment timeline
   In all cases, teachers shall submit proof of training completion to the Director of SISA.

5. Failure to comply with the READ Act
   Compliance with the Minnesota READ Act (Minn. Stat. § 120B.123) is mandatory for both the District and eligible teachers. Failure by the District to comply with these requirements may result in action taken by the Minnesota Department of Education. Failure by an eligible teacher to comply with the training requirements may result in a teacher being out of compliance with READ Act requirements related to reading instruction in accordance with state statute and could result in discipline pursuant to Article IV, Section 12 of the CBA.

6. Effective Date and Duration
   This MOU shall continue in effect until June 30, 2025.

NOW THEREFORE, be it further resolved that the parties agree to the following:

**Impact on Precedent.** Nothing in this MOU may be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA between the District and the Union. Neither the District nor the Union may refer to this MOU or submit it in any proceeding or case as evidence of a precedent or practice.

**Entire Agreement.** This MOU constitutes the entire agreement between the parties related to compensation for teachers for completing READ Act training. Neither party has relied on any statements, promises, or representations that are not stated in this MOU. The terms of this MOU constitute the entire agreement between the parties and supersede any prior written or oral, or other agreement, statement, or practice between the parties relating to the subject matter of this MOU. No changes to this MOU will be valid unless they are in writing and signed by both parties. A copy of this MOU will have the same legal effect as the original.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOU on the dates shown by their signatures. This MOU will not become effective unless and until it is approved by the District's School Board and is signed by both parties.

For the District:

Dated:

For the Union:

Dated: October 2, 2024

The Minnesota Department of Education (MDE) provided the following estimates related to hours anticipated for state-approved training programs. It is provided here as a reference.

Table 1

| **Training Program** | **Provider** | **Anticipated Hours to Complete the Training** (based on provider estimates) | |
|---|---|---|---|
| | | **Synchronous Training** (virtual group instruction) | **Online Modules** |
| **CAREIALL:** Advancing Language and Literacy | Center for Applied Research and Educational Improvement (CAREI, University of MN) | 17 hours | 45–50 hours |
| **LETRS:** LETRS for Early Childhood Educators | Lexia | 12 hours | 23 hours |

7. Approve Collective Bargaining Agreement with the Information Technology Specialists 228

**Speaker(s):** Dr. Chris Bellmont, Assistant Superintendent

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.

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**Agenda IV.B.7.**
**October 10, 2024**

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

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

**Date:** October 10, 2024

**Re:** Collective Bargaining Agreement with the Information Technology Specialists

**Recommendation:** That the Board of Education approve the revisions and readopt the unchanged language in the 2023-2025 Master Agreement with the Information Technology Specialists.

The District reached a tentative agreement on a new two-year contract with the Information Technology Specialists in December. There are 13 members currently within the unit. During the collective bargaining process, 7 language items were on the table for discussion. IT ratified the agreement early October.

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

- Add Juneteenth
- Transition Duty Days to vacation time to align with HR Information System
- Sick leave and Bereavement language
- Remove dated language

Economic terms agreed to include:

- Increase for longevity and position stipends
- 4% increase each year on career increment steps
- Steps both years
- 2-year increased cost $149,000

# MASTER AGREEMENT

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

**and**

## INFORMATION TECHNOLOGY SPECIALISTS

**July 1, 2023 – June 30, 2025**

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Information Technology Specialists Employees
2023 - 2025


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## ARTICLE I
## PURPOSE

Section 1. Parties: THIS AGREEMENT, entered into between the School Board of Independent School District 191, Burnsville, Minnesota, hereinafter called the Employer, and the Information Technology Specialists, hereinafter called the Union, pursuant to and in compliance with the Public Employment Relations Act of 1971, provides the terms and conditions of employment for Information Technology Specialists during the duration of this Agreement.

## ARTICLE II
## RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: The Employer recognizes the Union as the exclusive representative, under the PELRA for all classifications listed as Information Technology Specialists.

Section 2. Appropriate Unit: All employees in the above categories are members of the appropriate unit except those excluded under P.E.L.R.A.

Section 3. In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job position, the issue shall be submitted to the Bureau of Mediation Services for determination.

## ARTICLE III
## DEFINITIONS

Section 1. Full-time Employees: Shall mean an employee who is assigned to work at least 1400 hours per year.

Section 2. Union: Information Technology Specialists.

Section 3. Union Member: A member of the Information Technology Specialists.

Section 4. Employee: A member of the exclusively recognized bargaining unit.

Section 5. Probationary Period: Effective July 1, 2010 all newly hired or rehired employees will have a nine (9) month (calendar) probationary period from their date of hire. After 90 working days of service, the District shall conduct a performance review. At that meeting it shall be determined if further performance reviews shall be required prior to the completion of the probationary period.

Section 6. Employer: The Independent School District 191, Burnsville, Eagan, Savage.

Section 7. Superintendent: Superintendent of Independent School District 191.

Section 8. Union Officer: Officer elected or appointed by the Information Technology Specialists.

Section 9. 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.

Section 10. Basic Work Year: The employee work year shall correspond to the School District's fiscal year which is July 1st through the following June 30th. Additional duty days may be approved by the Superintendent. Unauthorized additional duty days will not be compensated.

Section 11. Direction of Duties: All technology work assignments requiring the use of district property, whether regularly assigned or temporary because of outside agency rentals, are under the direction of the Information Technology Specialists.

Section 12. Overtime: Hours worked beyond a forty-hour work week 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. Employees eligible for overtime shall be paid in the next pay period following when submission of overtime is made within the District payroll schedule.

## ARTICLE IV
## EMPLOYER AUTHORITY

Section 1. The employer retains the sole right to operate and manage all personnel, facilities, and equipment in accordance with applicable laws and regulations of appropriate authorities.

Section 2. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely with in the discretion of the Employer to modify, establish or eliminate.

## ARTICLE V
## UNION SECURITY

Section 1. Dues Check-off: The employer shall deduct from the wages of employees who authorize such a deduction, in writing, an amount necessary to cover monthly Union dues. The Employer shall remit the collected dues to the Union monthly.

Section 2. Steward Designation: The Union may designate employees from the bargaining unit to act as a steward and an alternate steward and shall inform the Employer, in writing, of such choice and changes in the position of steward and/or alternate steward.

Section 3. Union Business: The Employer agrees to allow two (2) membership meetings per year on District property for the purpose of formulating wage requests and presenting final proposal. One hour of release time with no salary deduction shall be granted for each meeting. The district will provide reasonable time off to elected officers or appointed representatives of the Exclusive Representative for the purpose of conducting the duties of Exclusive Representative including, but not limited to, grievance investigation and processing and conferring with District representatives and immediate supervisors with respect to the establishment, interpretation, and application of the provisions of this Agreement. The Exclusive Representative shall notify his/her immediate supervisor at least two (2) days prior to the use of such time except in emergency situations.

Section 4. Union Notices: The Employer shall make space available on the employee bulletin board for posting of Union notice(s) and announcement(s).

Section 5. Hold Harmless: The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of the Article.

## ARTICLE VI
## PERFORMANCE OF DUTIES

Section 1. 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.

Section 2. ~~The number of paid duty days shall not exceed two-hundred and thirty (230) days. After an employee has completed ten (10) years of district service as an Information Technology Specialist, the number of duty days shall not exceed two-hundred and twenty (220) days.~~

~~Each employee must develop a calendar identifying the employee's duty days and non-duty days between August and July 31 the following fiscal year. The employee must then submit the calendar to the employee's supervising administrator for approval. Employee modifications to the calendar may occur with reasonable notification and supervisor approval. Additional duty days may be~~

~~approved by the Superintendent. Unauthorized additional duty days will not be compensated.~~

~~Effective June 30, 2021, each employee must develop a calendar identifying the employee's duty days and non-duty days between July 1 and June 30. The employee must then submit the calendar to the employee's supervising administrator for approval. Employee modifications to the calendar may occur with reasonable notification and supervisor approval. Additional duty days may be approved by the Superintendent. Unauthorized additional duty days will not be compensated.~~

Vacation: Effective July 1, 2024, full-time employees shall earn vacation equivalent to 1.75 days per month worked to be allocated at the beginning of the fiscal year. After an employee has completed seven (7) years of district service as an Information Technology Specialist, the employee 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.

Section 3. Daily and Hourly Rate of Pay: In the event the District needs to determine a daily rate of pay for an exempt 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 non-exempt employee, the employee's daily rate of pay will be divided by eight hours.

Section 4. When a supervisor replaces an employee in a higher classification on a temporary appointment or for any other reason with another lower paid employee who qualifies for and performs all job functions of the higher classification for a minimum of 10 work days, the temporary replacement shall receive the higher rate of pay. A temporary appointment to replace an employee in a lower classification continues at the regular rate. Pay is retroactive to day 1 of the temporary appointment.

## ARTICLE VII
## HOLIDAYS

Section 1. In the absence of an emergency or a change in the school calendar, employees are not expected to work on the following holidays: Independence Day, Labor Day, Thanksgiving and the day following, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Memorial Day, Juneteenth and two floating holidays to be scheduled with the approval of the Information Technology specialist's immediate supervisor.

Section 2. In the case of an emergency or a change in the school calendar requiring an employee to work a holiday identified in Section 1, the employee shall be awarded a floating holiday and a personal day to use within the current fiscal year. The awarded personal day is not subject to ARTICLE X, Section 6 and may be taken without negatively impacting them for the attendance incentive.

ARTICLE VIII
CLOSING AND EMERGENCY DISMISSALS

Section 1. In the event the superintendent closes facilities because of inclement weather or an emergency, the first emergency closing will be paid at the employee's daily rate of pay. In the event the facilities of the District are closed a second time or more because of inclement weather, employees shall have a choice of working~~,~~ or taking a personal day~~, or taking~~ a vacation ~~non-duty~~ day, or a sick leave date if applicable.

Section 2. If, after arriving on the job, the employee is dismissed by the Superintendent of Schools or designee, the employee shall be compensated for the day.

ARTICLE IX
COMPENSATION

Section 1.

**2023-2024**

| | Step 1 | Step 2 | Step 3 |
|---|---|---|---|
| **TECH SPEC 1** | $ 41,750 | $ 43,500 | $ 45,400 |
| **TECH SPEC 2** | $ 57,900 | $ 60,300 | $ 62,750 |
| **TECH SPEC 3** | $ 75,900 | $ 78,150 | $ 80,600 |
| **TECH SPEC 4** | $ 86,100 | $ 88,950 | $ 91,950 |

**2024-2025**

| | Step 1 | Step 2 | Step 3 |
|---|---|---|---|
| **TECH SPEC 1** | $ 43,400 | $ 45,250 | $ 47,200 |
| **TECH SPEC 2** | $ 60,200 | $ 62,700 | $ 65,250 |
| **TECH SPEC 3** | $ 78,950 | $ 81,300 | $ 83,800 |
| **TECH SPEC 4** | $ 89,550 | $ 92,500 | $ 95,650 |

Section 2. Step Movement: Information Technology Specialists hired after January 1st shall not advance a step until July 1st the following calendar year. Thereafter, Information Technology Specialists will advance one step on July 1st, provided they have successfully completed a year of service.

Section 3. At the time of employment, relevant outside experience may be considered for appropriate step placement.

Section 4. Stipend: Effective July 1, 2011, a Video Production Technology Stipend in the amount of $3,500 will be paid to the Information Technology Specialist who prepares and edits the Board of Education's monthly meeting and district's monthly cable show. Special board meetings in excess of 23 per year, shall be compensated at $100 per meeting, provided the meeting requires significant preparation and time. Effective July 1, 2024, for those within the unit, a Video Production Technology Stipend in the amount of $5,000 will be paid to the employee who

prepares and edits the Board of Education's monthly meeting and district's monthly cable show. Special board meetings in excess of 23 per year, shall be compensated at $250 per meeting, provided the meeting requires significant preparation and time. A stipend of $6,000 will be paid to the Information Technology Specialist designated as the Senior Systems Administrator.

Section 5. Longevity: Effective July 1, 2011, after ten (10) years of service within the unit, an Information Technology Specialist will receive $1,000 above their base salary. After fifteen (15) years of service, an Information Technology Specialist will receive $1,500 above their base salary. After twenty (20) years of service, an Information Technology Specialist will receive $2,500 above their base salary. Effective July 1, 2023, after five (5) years of service within the unit, an Information Technology Specialist will receive $1,500 above their base salary. After ten (10) years of service within the unit, an Information Technology Specialist will receive $3,000 above their base salary. After fifteen (15) years of service, an Information Technology Specialist will receive $5,000 above their base salary. After twenty (20) years of service, an Information Technology Specialist will receive $7,500 above their base salary. After thirty (30) years of service, an Information Technology Specialist will receive $10,000 above their base salary.

## ARTICLE X
## LEAVES

Section 1. Sick Leave: Each full-time employee will earn sick leave at the rate of seventeen (17) 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.

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; 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.~~ 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. Sick leave may not be used to conduct personal business.

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.

Section 2. 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).~~ or equivalent, siblings, grandparents, grandchildren, aunts, uncles, nieces, nephews and equivalent in-laws. The ~~Superintendent may, in his/her~~ Executive Director of Administrative Services may, in their sole discretion, 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.

Section 3. Personal Leave: An employee may take up to one (1) 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.

Section 4. 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.

Section 5. 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.

Section 6. An employee who as of July 1 (a) has accumulated leave time in excess of three hundred and sixty (360) hours determined as of June 15th of the same tax year, and (b) has taken one (1) or less leave days in the current school year shall have sufficient leave days converted at the rate equal to seven hundred fifty dollars ($750) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.

An employee who as of July 1 (a) has accumulated leave time in excess of three hundred and sixty (360) hours determined as of June 15th of the same tax year, and (b) has taken more than one (1) leave day up to three (3) leave days in the current school year shall have sufficient leave days converted at the rate equal to four hundred fifty dollars ($450) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.

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

The conversion rate for leave days shall be one hundred fifty dollars ($150) per day.

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

## ARTICLE XI
## GROUP INSURANCE

Section 1. 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 particulate 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 100% 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 annually 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 80% 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 annually 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: All employees shall be provided life and dismemberment insurance coverage in the amount of $50,000 at District expense, subject to the insurance company's terms and conditions. Effective July 1, 2005, Information Technology Specialists will each purchase an additional $100,000 of life insurance. All District participation and contribution shall cease effective on the last working day. However, upon separation from employment, employees may continue coverage in the group plan, at the employee's expense, pursuant to COBRA extensions provided in state and federal statutes.

f. Long-Term Disability (LTD) Insurance: Income Protection coverage will be provided each employee at District expense. Upon request, Information Technology Specialists may supplement LTD payments with 20 days of accrued personal sick leave on a fractional basis (1/3) of a day to yield up to 60 days of full pay.

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.

## ARTICLE XII
## BENEFIT PLANS

Section 1. Flexible Benefit Plan: The School District will establish a Flexible Benefit Plan under IRS Code 125. Regulations and procedures will be available in the Human Resources Office. A board policy and accompanying regulations will be developed and updated annually to comply with IRS Regulations.

Section 2. Tax Sheltered Annuity and Deferred Compensation Plans: Tax sheltered annuities and deferred compensation plans, either variable or fixed, are available. Regulations and procedures are available in the Human Resources Office. Board Policy and regulations will be updated annually for compliance with State and Federal Laws. ~~Effective July 1, 2020, the District will match up to $750 per year to an approved Minnesota deferred compensation program. Beginning the second year of service, the district will contribute $1,500.~~ Effective July 1, 2022, the District will match up to $1,500 per year to an approved Minnesota deferred compensation program. Beginning the second year of service, the district will match ~~contribute~~ $2,250. After ten (10) years of service within the unit, an Information Technology Specialist will receive up to $3,000 match from the District.

Section 3. Post-Retirement Healthcare Savings Plan: Effective July 1, 2006, the District will contribute $750.00 for each I.T. Specialist to the Minnesota State Retirement System's Post-Retirement Healthcare Savings. In the tenth year of service the district will contribute $1,150. If an employee leaves employment prior to the end of the fiscal year, the contribution amount will be prorated.

## ARTICLE XIII
## SENIORITY

Section 1. Employee seniority shall be determined by the employee's length of continuous employment in the bargaining unit.

Section 2. Seniority lists will be published by the Employer on January 1st of each year.

Section 3. Probationary periods can be extended up to an additional 90 calendar days by mutual agreement between the Employer and the Union.

Section 4. During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the Employer.

Section 5. In the event conditions necessitate a reduction of bargaining unit employees within any position title classification, the following procedure will be used:

Seniority will decide any reduction. The least senior person in any group based on the employee's seniority pursuant to Section 1 of this Article to be reduced will be the first one laid off, and the next in line would follow, and so on, until the reduction has been met, providing the remaining employees have the ability to perform the work required. Position by group shall be the determining factor and any employee eliminated shall then have the right to displace the next least senior employee in the same group or successively lower groups. A junior employee may not displace a senior employee.

Upon rehiring, the laid off employee with the most seniority shall be the first recalled. Employees laid off shall hold recall rights for a period of one year. Employees rejecting re-employment shall forfeit recall rights. In no case shall an employee displace an employee with more seniority or an employee in a higher classification.

## ARTICLE XIV
## DISCIPLINE

Section 1. The employer will discipline employees for just cause only. Upon investigation and finding of facts, the employer shall give the affected employee and the steward a written letter explaining such findings. Discipline will be in one or more of the following forms: a) Letter of Reprimand, b) Letter of Deficiency, c) suspension, d) demotion, or e) discharge.

Section 2. Suspension, demotions, and discharges will be in written form.

Section 3. Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be presented, read, and the employee given an opportunity to sign. Employees and the Union will receive a copy of such reprimands and/or notices.

Section 4. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

Section 5. Any material in the employee's permanent personnel file may be reproduced at the request of the employee and cost of reproduction paid by the employee.

Section 6. Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union Representative present at such questioning.

Section 7. Written directives or conference summaries which are not disciplinary but which were created by a supervisor and given to the employee to more clearly define performance expectations may be used in disciplinary actions when the purpose is to establish that the employee should have been aware of those expectations.

## ARTICLE XV
## EMPLOYEE RIGHTS - GRIEVANCE

Section 1. Definitions.

Subd. 1. Grievance: A grievance is defined as a dispute or disagreement as the interpretation or application of the specific terms and conditions of this Agreement.

Subd. 2. Days: Days shall mean workdays.

Section 2. Union Representatives: The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors.

Section 3. Processing of a Grievance: It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours. However, the employee and the Union representative must have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work program of the Employer.

Section 4. Procedure:

Subd. 1. Step 1: An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer on the proper form. The Supervisor will meet and discuss the allegation within five (5) days of notification and give an answer to such Step 1 grievance within ten (10) days after the meeting.

Subd. 2. Step 2: In the event the grievance is not resolved in Step 1, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within ten (10) days after receipt of the decision in Step 1. If a grievance is properly appealed to the Superintendent of Schools, the Superintendent shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent shall issue a decision in writing to the parties involved.

Subd. 3. Step 3: A grievance unresolved in Step 2 and appealed to Step 3 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended.

Section 5. Arbitrator's Authority

Subd. 1. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

Subd. 2. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union subject, however, to the limitations of arbitration decisions as provided in P.E.L.R.A. of 1971 as amended, and shall be based solely on this Agreement and to the facts of the grievance presented.

Subd. 3. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 6. Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

## ARTICLE XVI
## MISCELLANEOUS

Section 1. Employees who must use their car for School District purposes during the regular working day are entitled to reimbursement for such mileage according to current District policy. In order to be reimbursed, employees must use the proper form and should submit forms on a monthly basis.

Section 2. Tuition Reimbursement: The District will reimburse tuition costs to each member of this unit hired prior to July 1, 2000, for approved coursework that is of benefit to

the District. Advance approval and verification of successful completion are required. Tuition will not be paid to members of this unit while on leave. For every 32 college semester credits completed an Information Technology specialist will pledge two years of service to the District. In the event an Information Technology specialist leaves prior to fulfilling this commitment; he/she must refund the District tuition expenses.

Effective July 1, 2014, for employees hired into the unit after July 1, 2006, shall be eligible for up to $1,000 in tuition reimbursement on an annual basis for college coursework germane to their assignment and of benefit to the district. All coursework must be preapproved by the Executive Director of ~~Human Resources~~ Administrative Services. The employee must earn at least a C or a Passing grade in a Pass/Fall system in order to be eligible for tuition reimbursement.

Effective July 1, 2014, employees hired into the unit after July 1, 2006, shall be eligible for up to $1000 in reimbursement on an annual basis for certification coursework germane to their assignment and of benefit to the district. All coursework must be preapproved by the Executive Director of ~~Human Resources~~ Administrative Services.

Section 3. Work Stoppages: In the event of a strike or work stoppage by other employees, it is mutually agreed that Information Technology Specialists covered by this Agreement shall be on duty and carry out policy, rules, and assignments as may directed by the Employer. The Employer reserves the right to make whatever directives that are in the Employer's judgment necessary for the operation or protection of District programs and facilities. The members agree that it will not directly or indirectly engage in, support, or assist in any strike against the employer.

Section 4. Professional Development: The District will pay expenses associated with authorized attendance at conferences and seminars germane to an Information Technology specialist's assignment. Attendance and expenses require advance authorization of the Information Technology specialists' supervisor.

Section 5. Retirement Age: Retirement age shall be that determined by applicable statutes.

Section 6. Position Elimination: For an Information Technology Specialist hired prior to July 1, 2000, who leaves the District because of a discontinued position, and choose not to exercise their seniority rights under Article XIII, shall receive two (2) days pay for each year of service in the District. An Information Technology Specialist will not receive severance if he/she voluntarily resigns from a position or if he/she is terminated for cause.

## ARTICLE XVII
## DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing as of the effective date of this Agreement through

June 30, 2025. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to the expiration of this Agreement.

In the event a new Agreement is not in effect on July 1, 2025, all terms of this contract will remain in effect as set forth in this Agreement until a successive Agreement is in effect.

Section 2. This Agreement constitutes the full and complete Agreement between the School Board and the Union. The provisions herein relating to terms and conditions of employment supersede and take precedence over any and all prior agreements inconsistent with these provisions.

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

Section 4. This Agreement shall constitute the full complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written, signed agreement to this contract.

Section 5. Any provision contained in any previous Master Agreement and not contained in this Agreement is no longer valid or applicable after July 1, 2025.

IN WITNESS WHEREOF, The parties have signed this Agreement:

For: IN WITNESS WHEREOF, The parties have signed this Agreement:

For: Information Technology Specialists

_____
Union Lead Negotiator

_____
Union Steward

_____
Date

For: Independent School District 191

_____
District Chief Negotiator

_____
Board Chair

_____
Board Clerk

_____
Date

V. Closed Session, as permitted by Minn. Stat. 13D.05, Subd. 3(d), to receive Safety and Security Updates 247

**Speaker(s):** Dr. Theresa Battle, Superintendent, Jason Sellers, Director of Community Services, Rachel Gorton, Director of Technology and Sgt. Brent Murray, Community Engagement Sergeant with Burnsville Police Department

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.

Burnsville · Eagan · Savage

**Agenda V.**
**October 10, 2024**

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**To:** Board of Education

**From:** Dr. Theresa Battle, superintendent, Jason Sellars, director of community services, Rachel Gorton, director of technology and Sgt. Brent Murray, community engagement sergeant with Burnsville Police Department

**Date:** October 10, 2024

**Re:** Closed session, as permitted by Minn. Stat. 13D.05, Subd. 3(d), to receive Safety and Security Updates

VI. Adjourn

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