



Regular Meeting Agenda

Diamondhead Education Center
200 W. Burnsville Parkway
Burnsville, MN 55337
August 28, 2025
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 Directors Mikkelsen and Alt

In the case of inclement weather, the Board of Education's regularly scheduled meetings will be rescheduled to the following Monday at the same time and place, unless that Monday is a holiday, in which case a special meeting may be called.

- I. Call to Order
 - A. Welcome
 - B. Pledge of Allegiance
- II. Approval of Agenda
- III. Information
 - A. Committee, Board Appointment and School Assignment Reports



**Agenda III.A.
August 28, 2025**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Anna Werb, board chair

Date: August 28, 2025

Re: Committee, Board Appointment and School Assignment Reports

Receive reports on Board committees, appointments, and school assignments.

Board Committee	Board Member(s) Assigned
Legislative	Lesley Chester (Chair), Annemarie Anderson, Rachael Mikkelsen
Policy Review	Abigail Alt (Chair), Scott Hume, Rachael Mikkelsen
Negotiations	Scott Hume (Chair), Abigail Alt, Tyler Sachse

Other Board Assignments

Board Committee	Board Member(s) Assigned
Association of Metropolitan School Districts (AMSD)	Annemarie Anderson (primary) Scott Hume (alternate)
Burnsville Chamber of Commerce Policy Committee	Scott Hume (primary) Lesley Chester (alternate)
ISD 917	Lesley Chester (primary)
Foundation 191	Annemarie Anderson (primary) Rachael Mikkelsen (alternate)
MN School Board Association (MSBA)	Scott Hume (primary) Annemarie Anderson (alternate)
Burnsville Festival & Fire Muster	Abigail Alt
MN State HS League (MSHSL)	Tyler Sachse

Burnsville HS Hall of Fame Committee	Rachael Mikkelsen
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School Assignments

School Name	Board Member Assigned
Burnsville Alternative HS (BAHS)	Rachael Mikkelson
Burnsville HS	Annemarie Anderson
Nicollet Middle School	Abigail Alt
William Byrne Elementary	Lesley Chester
Edward Neill Elementary	Scott Hume
Hidden Valley Elementary	Tyler Sachse

IV. Business Meeting

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

August 28, 2025 Board Meeting

(Inver Hill/DCTC Contracts)

Board Member Question	Staff Response
<p>Starting on P. 2 - 3 We see details of the responsibilities of the College Faculty Mentor, ensuring content and assessments meet academic requirements, visiting each class at least once during the school year, communicating regularly with BHS instructor to ensure the course meets learning outcomes meet the college's standards. Please elaborate on each of these activities and their frequency in current practice at BHS.</p> <p>Is it fair to say that each of our instructors is well aware of who their mentor is, and experiences regular contact with them?</p>	<p>Each BHS staff teaching a concurrent course is assigned a "mentor" colleague at the college. As an example, Inver Hills Community College (IHCC) has a meeting at the beginning of each year at which mentors and BHS staff meet in person. At the meeting, higher learning commission information is shared and mentors and BHS staff review the syllabus and instructional goals. The mentor reaches out several times during the semester/year to see how things are going and schedules either an in-person or virtual meeting.</p> <p>Many of our teachers have been teaching these courses for several years and in-person site visits are not always conducted. For staff new to concurrent teaching, there is typically a site visit. The colleges have to verify that we are teaching content and rigor at the post secondary level.</p> <p>Additionally, we have been asked to send an assignment and student work to the mentor as part of the Higher Learning Commission (HLC) requirements.</p>

(Casual Wage Scale)

Board Member Question	Staff Response
<p>I would like to understand more about what appear to be additions to aquatics staffing. This seems to be more of a strategic shift than simply updating the casual wage scale. Looking at the Fall Community Ed Catalog, CE currently offers Black Dog Swim Club. Based on the description, it seems as though this is designed to address swimming competency for our students of all ages.</p> <p>Additionally, at Middle School, we have swimming as a required part of Phy Ed, I believe. Unsure how the pools are used during the school day at BHS, but based on my own kids' experiences at BHS, swimming is not a required course. Given Black Dog Swim Club</p>	<p>A couple of items for context. Many of the new positions listed under the Casual Wage scale were embedded already in the Community Education Terms and Conditions language as casual positions. When we moved Community Ed. over to Unaffiliated positions such as Water safety, lifeguard, and pool supervisor did not transfer because they didn't fall under part / full-time employment. Also, we are always trying to formalize and document casual positions that occur but have never been formally identified with a set rate. This would apply for items such as the Ready for K facilitator. We strive to make sure payments tie out to document and that is why we list them under the Causal Wage scale.</p> <p>The positions you are mentioning at NMS and BHS do not fall under the casual wages scale as they are either licensed staff or EA's and are compensated per their agreements.</p>

and Phy Ed swimming opportunities, why might we be adding new positions (Swim Instructor, Lifeguard, Pool Supervisor)? Curious to undress how we are at a point where we can add new positions in Community Ed that are not yet funded.

Pay Grade	Title	Step 1/2	Step 3/4	Step 5/6	Step 7
9	Community Ed Coordinator III Youth Services	\$25.45	\$27.20	\$28.95	\$30.15
8	Community Ed Coordinator II Gifted/Talented Institute	\$22.10	\$23.70	\$25.20	\$26.30
7	Community Ed Coordinator I Pool Coordinator	\$20.35	\$22.10	\$23.40	\$24.65
6	Community Ed Supervisor Water Safety Instructor	\$15.20	\$16.35	\$17.65	\$18.50
5	Community Ed Associate	\$13.85	\$14.80	\$15.90	\$16.75

<p>So these are proactively added, yes? As opposed to fulfilling an identified need</p>	<p>4</p>	<p>Community Ed Assistant Lifeguard Deck Guard Water Safety Aide Youth Services</p>	<p>\$10.60</p>	<p>\$11.45</p>	<p>\$11.85</p>	<p>\$12.45⁷</p>
	<p>Yes, for the majority, we are placing current positions on the scale because we no longer have the Terms that identified them. For some, we have had the positions but never formally called out the salary we are paying. This will also help with auditing as the auditors will be able to tie salaries to some formal document.</p>					

(Policy 524)

Board Member Question	Staff Response
<p>On review, and seeing that we now have Policy 524 in final review, I'm thinking that we may want to add Policy 524 under Cross References in Policy 634.</p> <p>Similarly, I see that Policy 634 needs to be added to Cross References in Policy 524, and we need to remove the reference to 524 in 524 Cross References.</p>	<p>We have updated Policy 524 (Personal Electronic Communication Devices Including Cell Phones) to include Policy 634 (Internet and Technology Acceptable Use and Safety Policy) as a cross reference. In turn, we have updated Policy 634 to include Policy 524 in the cross references section.</p> <p>One additional component as it relates to this question -- in correcting the policy cross references, we noticed that the titles of the additional cross referenced policies needed updating (moving from MSBA model policies to the Burnsville-Eagan-Savage policies). This is a new learning for us that has gone along with designing a new, stand alone policy.</p>

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

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School Board Minutes
 INDEPENDENT SCHOOL DISTRICT 191
 August 14, 2025

The regular meeting of the Board of Education was called to order by 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, Anderson, Mikkelsen, Sachse, Hume, Chester and Chair Werb were present. Superintendent Dr. Latanya Daniels, administrators, staff and members of the public were also present.

Attendance

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

Pledge of Allegiance

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

Agenda

Received a Student Performance and Achievement Committee: Literacy and READ Act Report from Imina Oftedahl, director of curriculum, instruction and assessment.

Reports

Received a report about the District Assessment Plan from Dr. Brandon Lowe, assessment, data and research coordinator.

Received a Student Handbook Update Report from Dr. Chris Bellmont, assistant superintendent.

Received a report from Dr. Latanya Daniels, superintendent.

Received board member reports from Director Chester and Chair Werb about Night to Unite and Director Alt about Night to Unite, the International Festival and the Career Exploration Event.

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

-Approve the minutes for June 26, 2025

-Approve personnel recommendations for Ryan Mokandu, Amethyst Stegbauer, Jennifer Demetriades, Kristin Nelson, Courtney Landgrebe, Amanda Zakrzewski, Joanna Accola, Stefanie Snyder, Eva Grutzner, Noah Hillman, Maria Versaguis, Frank Toft, Mariana Pliego Cuautle, Julia DeMain, MaKayla Manning, Mickaylah Formanek, Amanda Cummings, Taylor McNulty, Devyn Pittorf, Jackson Robelia, Nichole Symons, Sara Bartholomew, Mauricio Zepeda, Abigail York, Hailey Sickler, Gretchen Hohrman, Brianna Inamagua, Lucy Yeliseyeva, Victoria Milos, Lucienne Goetsch, Kaitlyn Cook, Caden Skinner, Anna Dibley, Kern Wilson, Laura Solbrack, Maria Houck, Jennifer Anderson, Mercy Edmondson, Micheala Gallagher, Olivia Reitmeier, Donna Pfeiffer, Michelle Henderson, Margaret Challgren, Kristin Mains, Jennifer King, Holly Bueno, Amy Hansen, Kerry

Consent Agenda
 Minutes
 Personnel
 Recommendation
 Listening Session
 Policies

Hoeschen, Roger Oie, Carolyn Potter-Merriman, Stephen Kraft, Tyrese Leverty, Nathaniel Grenke, Marielle Jenquin, Kathryn Nelson, Elsa Robles, Jeremy Lemus, Ryan Dugan, Brooke Robinson, Gina Marco, Andrei Santamaria, Marlene Bad Warrior, Mikaela Ruzicka, Lillian Carrick, Margarita Placencia Alvarez, Luis Encalada, Sanbonita West, Jeffrey Kunze-Hoeg, Cruz Barillas, Sarah Raichert, Andrea Torres Lara, Tracy Morales, Stephanie Kerber, Pollyanna Burns, Leah Lopez, Kristy Berge, Julia Krube, Conner Ohlhauser, Reese Moore, Paul McDevitt, Michelle Henderson, Matthew Schmeichel, Leah Lopez, Elizabeth Weilandgruber, Darlys Kienitz, Casey Powell, Burke Henderson, Brooke Reinhardt, Bahja Maye, Safa Ahmed, Mustafa Mohamed, Gina Lalbay, Harrison Easton, Luke Haddorf, Katie Woodcock.

- Receive report about listening session from June 26, 2026

-Approve, on a first and final reading, non-substantive changes to Policies 422: *Policies Incorporated by Reference* and 402: *Disability Nondiscrimination Policy*

-Approve, on a first and final reading, no changes to policies 401: *Equal Employment Opportunity*, 403: *Discipline, Suspension and Dismissal of School District Employees*, 408: *Subpoena of a School District Employee* and 805: *Waste Reduction and Recycling*

- Approve, on a second reading basis, regulations for policy 601: *School District Curriculum and Instruction Goals*

- Approve, on a second reading basis, changes to policy 413: *Harassment and Violence*

- Approve, on a first and final reading, non-substantive changes to policies 416: *Drug and Alcohol Testing*, 425: *Professional Development*; 613: *Graduation Requirements*, 620: *Credit for Learning*, and 624: *On-line Instruction*

The motion carried unanimously (7,0).

Moved by Anderson, seconded by Alt, to approve the 2025-2026 Athletic & Activities Handbook. The motion carried unanimously (7,0).

Athletic and
Activities
Handbook

Moved by Sachse, seconded by Anderson, to approve the Alpine Ski Cooperative Sponsorship Changes. The motion carried unanimously (7,0).

Alpine Ski
Cooperative

Moved by Chester, seconded by Hume, to approve 2025-2026 Student Handbook. The motion carried unanimously (7,0).

Student Handbook

Moved by Anderson, seconded by Mikkelsen, to approve, on a first reading basis, changes to policy 634: *Electronic Technologies Acceptable Use*. The motion carried unanimously (7,0).

Policy 634

Moved by Hume, seconded by Alt, to approve, on a first reading basis, changes to policy 524: *Personal Electronic Communication Devices Including Cell Phone*. The motion carried unanimously (7,0).

Policy 524

Moved by Anderson, seconded by Mikkelsen, to approve on a first reading basis, new regulations for 524: *Personal Electronic Communication*

Regulation for
Policy 524

Devices Including Cell Phone. The motion carried unanimously (7,0).

Moved by Sachse, seconded by Hume, to approve the Joint Powers Agreement for Interagency Early Intervention Services. The motion carried unanimously (7,0).

JPA Interagency
Early Intervention
Services

Moved by Werb, seconded by Alt, to move to a recess. at 7:50 p.m. The board returned to the dais at 8:13 p.m. to begin the work session.

Recess

Work Session was held to discuss the board planning document, Policy 206: Listening Session Protocols and Guidelines and the Superintendent Goals for the 2025-2026 School Year.

Work Session:
Board Planning
Listening Session
Supt. Goals

Moved by Chester, seconded by Anderson, to move to a closed session, as permitted by Minnesota Statutes Section 13D.03 to Discuss Labor Negotiations Strategy.

Closed Session
Labor Negotiation
Strategy

The closed session began at 8:46pm, present at the session were Directors Alt, Anderson, Mikkelsen, Sachse, Hume, Chester, Chair Werb, Superintendent Dr. Latanya Daniels, Assistant Superintendent Dr. Chris Bellmont, Executive Director of Administrative Services Stacey Sovine, and Director of Communications Aaron Tinklenberg.

The closed session ended at 8:54pm.

Having no further agenda items, Chair Werb adjourned the meeting at 8:54 p.m.

Adjourn

/s/
Scott Hume, Clerk

8/28/2025
Date Approved

2. Approve Personnel Recommendations

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. Latanya Daniels, Superintendent

FROM: Stacey Sovine, Executive Director of Administrative Services

DATE: August 28, 2025

RE: Recommended Personnel Changes

CLASSIFICATION	ACTION	NAME	FINAL	LOCATION	POSITION	EFFECTIVE DATE	HOURS / FTE
Certified	Appointment	Natalie Broich		Burnsville High School	Teacher	08/25/2025	.90 FTE
Certified	Appointment	Michelle Pokodner		Nicollet Middle School	Interventionist	08/25/2025	1.0 FTE
Certified	Appointment	Kayla Peerboom		Sky Oaks Elementary School	Teacher	08/25/2025	1.0 FTE
Certified	Appointment	Coudjo Amegbleame		Nicollet Middle School	Dean	08/25/2025	1.0 FTE
Certified	Appointment	Eamon Whiteaker-Smith		Community Education	Early Childhood Family Education Teacher	08/25/2025	1.0 FTE
Certified	Appointment	Rhonie Villahermosa		Sky Oaks Elementary School	Teacher	08/25/2025	1.0 FTE
Certified	Appointment	Kristi Flaten		Rahn Elementary School	Teacher	08/25/2025	1.0 FTE
Certified	Appointment	Ryan Hinderaker		Eagle Ridge Middle School	Teacher	08/25/2025	1.0 FTE
Certified	Appointment	Jamilynne Johnson		Eagle Ridge Middle School	Teacher	08/25/2025	.91 FTE
Certified	Appointment	Nahomi Merid		District-wide	Teacher	08/25/2025	1.0 FTE
Certified	Appointment	Margaret Alie		Gideon Pond Elementary	Social Worker	08/25/2025	1.0 FTE
Certified	Appointment	Eleanor Theis		WM. Byrne Elementary School	Teacher	08/25/2025	1.0 FTE
Certified	Appointment	MaryRuth Hurdle		Burnsville High School	Teacher	08/25/2025	.60 FTE
Certified	Appointment	Kimberly Roesberg		Eagle Ridge Middle School	Teacher	08/25/2025	1.0 FTE
Certified	Appointment	Grace Springs		Burnsville High School	Teacher	08/25/2025	1.0 FTE
Certified	Appointment	Christine Allmann		Eagle Ridge Middle School	Teacher	08/25/2025	1.0 FTE
Certified	Appointment	David Reynolds		Burnsville High School	Teacher	08/25/2025	1.0 FTE
Certified	Appointment	Abby Vasquez		Eagle Ridge Middle School	Teacher	08/25/2025	.66 FTE
Certified	Appointment	Pamela Hanson		Eagle Ridge Middle School	Teacher	08/25/2025	.66 FTE
Certified	Appointment	Pamela Hanson		Nicollet Middle School	Teacher	08/25/2025	.34 FTE
Certified	Appointment	James Boeckman		Burnsville High School	Teacher	08/25/2025	1.0 FTE
Certified	Appointment	Brittney Traucht		Burnsville High School	Teacher	08/25/2025	.50 FTE
Certified	Appointment	Samaa Baig		Harriet Bishop Elementary	Teacher	08/25/2025	1.0 FTE
Certified	Appointment	Kristine Short		Gideon Pond Elementary	Teacher	08/25/2025	1.0 FTE
Certified	Appointment	Elliot Sponsler		Burnsville High School	Teacher	08/25/2025	1.0 FTE
Certified	Change of Assignment	Sara Bee		Diamondhead Education Center	ABE Teacher	08/25/2025	.79 FTE
Certified	Change of Assignment	Megan Gauer-Kloos		Nicollet Middle School	Social Worker	08/25/2025	1.0 FTE
Certified	Resignation	Jessica Domiano		Community Education	ECFE Teacher	08/19/2025	.91 FTE
Classified	Appointment	Mariana Quintana Nunez		Burnsville High School	Clerical	08/20/2025	8 hours/day
Classified	Appointment	Jacob Loesch		Harriet Bishop Elementary	Elementary Administrative Assistant	08/26/2025	0.286 FTE Stipend
Classified	Appointment	Darlys Kienitz		District-wide	Community Service Associate	08/25/2025	8 hours/day
Classified	Appointment	Brian Burthay		Nicollet Middle School	Volleyball- Assistant Coach	09/02/2025	1.0 FTE Stipend
Classified	Appointment	Ayan Mohamed		WM. Byrne Elementary School	Educational Assistant	08/25/2025	7.25 hours/day
Classified	Appointment	Maggie Culp		Burnsville High School	Dance Team- Assistant Coach	08/11/2025	.56667 FTE Stipend
Classified	Appointment	Jennifer Molitor		Burnsville Alternative High School	Registered Nurse	08/25/2025	8 hours/day
Classified	Appointment	Luisa Gaona		Nicollet Middle School	Cultural Liaison	08/25/2025	8 hours/day
Classified	Appointment	Nimo Abdullahi		Vista View Elementary School	Registered Nurse	08/25/2025	8 hours/day
Classified	Appointment	Alexander Dodd		Burnsville High School	Boys Soccer- Assistant Coach	08/30/2025	1.0 FTE Stipend
Classified	Appointment	Munis Nasriddinova		ECSE Center	Educational Assistant	08/25/2025	6.5 hours/day
Classified	Appointment	Alexandra Wilcox		WM. Byrne Elementary School	Educational Assistant	08/25/2025	7.25 hours/day
Classified	Appointment	Henry Ivy		Burnsville High School	Football- Assistant Coach	08/11/2025	.442708 FTE Stipend
Classified	Appointment	Albert Padilla		Burnsville High School	Football- Assistant Coach	08/11/2025	.442708 FTE Stipend

3. Approve Payroll, Receipts, Expenses and Investments

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.
August 28, 2025**

**To: Board of Educators
Dr. Latanya Daniels, superintendent**

From: Tyler Dehne, director of finance

Date: August 21, 2025

Re: May Payroll, Claims and Receipts

Recommendation: That the Board approves May payroll checks in the net amount of \$4,584,537.76. May claims to date, wire transfers and adjustments totaling \$12,314,076.35. Also, that the Board accepts May receipts of \$27,153,888.20 and investments for the General Fund and OPEB of \$108,029,936.65 as of May 31, 2025.

May payroll, wire transfers, claims and receipts have been prepared under the direction of Tyler Dehne, Director of Finance, and are presented for approval by the School Board.

TD/mw

**INDEPENDENT SCHOOL DISTRICT 191
FINANCIAL REPORT
MAY 2025**

Cash Receipts

Receipts	\$27,153,888.20
Miscellaneous Adjustments	

TOTAL MAY CASH RECEIVED	<u><u>\$27,153,888.20</u></u>
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CASH DISBURSEMENTS

May Payroll	\$4,584,537.76
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A/P May Claims	Checks 495704-495895	\$2,756,023.47
	Virtual Card 6000002136-6000002170	\$84,144.56
	ACH-Emp/Vend 9000007430-9000007560	\$523,361.89

May A/P Wires+P-card	\$8,949,833.33
May Bank Fees	\$713.10

TOTAL MAY CASH DISBURSED	<u><u>\$16,898,614.11</u></u>
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TOTAL TO BE APPROVED	<u><u>\$16,898,614.11</u></u>
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	<u>Money Market</u>	<u>(Original Cost) Investments</u>	<u>5/31/2025</u>
GENERAL FUND	\$23,989,894.63	\$72,325,143.65	\$96,315,038.28
OPEB	\$443,095.64	\$451,718.48	\$894,814.12
OPEB EQUITY INV	\$95,960.22	\$10,724,124.03	\$10,820,084.25
	\$24,528,950.49	\$83,500,986.16	\$108,029,936.65

Note: The attached investment reports are provided by our investment advisor, PMA Financial Network, Inc. These reports include our investment and money market balances.



Total Portfolio Report CAR

Report as of 5/31/2025

PMA Financial Network
2135 CityGate Lane
7th Floor
Naperville, IL 60563 19
Phone: 630-657-6400
Fax: 630-718-8701

Burnsville ISD 191 (31134-101 - General Fund)

Type	Holding ID	Settle Date	Maturity	FDIC #	Instrument	Cost	Par-Val/Mat. Val	Lower of Cost/Par	Rate
IS		05/31/2025			IS Balance	\$23,989,894.63	\$23,989,894.63	\$23,989,894.63	20
LTD		05/31/2025			LTD Balance		\$16,638,390.11	\$16,638,390.11	
SDA	SDA-1348596-1	05/31/2025			Savings Deposit Account - MNTrust Term Series-Flex (VNB)	\$12,285,253.26	\$12,285,253.26	\$12,285,253.26	
CD	CD-1357805-1	01/10/2024	07/08/2025	57416	Patriot Bank	\$233,050.00	\$249,870.80	\$233,050.00	4.834
CD	CD-1357806-1	01/10/2024	07/08/2025	68430	LATINO COMMUNITY CREDIT UNION	\$232,700.00	\$249,868.39	\$232,700.00	4.941
SEC	SEC-62977-1	01/17/2024	07/17/2025	639	BANK OF NEW YORK MELLON	\$244,507.46	\$244,000.00	\$244,000.00	4.455
SEC	SEC-62982-1	01/17/2024	07/17/2025	65378	MID AMERICAN CREDIT UNIO	\$248,522.79	\$248,000.00	\$248,000.00	4.704
CD	CD-1366312-1	08/08/2024	07/25/2025	57665	Veritex Community Bank	\$239,700.00	\$249,859.60	\$239,700.00	4.407
CD	CD-1366313-1	08/08/2024	07/25/2025	58534	Solera National Bank	\$238,350.00	\$249,858.52	\$238,350.00	5.021
CD	CD-1366596-1	08/15/2024	07/25/2025	68251	UNITED HERITAGE CREDIT UNION	\$239,800.00	\$249,846.12	\$239,800.00	4.445
TS	TS-298471-1	08/21/2024	07/25/2025		MN TRUST TERM SERIES	\$1,000,000.00	\$1,040,745.21	\$1,000,000.00	4.400
CD	CD-1352469-1	08/17/2023	08/18/2025	61093	VIBRANT CREDIT UNION	\$225,550.00	\$249,642.18	\$225,550.00	5.216
SEC	SEC-61291-1	08/25/2023	08/25/2025	66538	CONNEXUS CREDIT UNION	\$248,679.47	\$248,000.00	\$248,000.00	5.206
SEC	SEC-61294-1	08/28/2023	08/28/2025	60784	CALIFORNIA CREDIT UNION	\$243,653.17	\$243,000.00	\$243,000.00	5.257
SEC	SEC-63791-1	03/19/2024	09/19/2025	9396	VALLEY NATL BK WAYNE	\$243,505.19	\$243,000.00	\$243,000.00	4.905
SEC	SEC-63783-1	03/20/2024	09/22/2025	32992	MORGAN STANLEY BANK NA	\$243,508.72	\$243,000.00	\$243,000.00	4.855
SEC	SEC-63784-1	03/20/2024	09/22/2025	34221	MORGAN STANLEY PVT BANK	\$243,508.72	\$243,000.00	\$243,000.00	4.855
SEC	SEC-63788-1	03/21/2024	09/22/2025	3510	BANK OF AMERICA NA	\$243,506.08	\$243,000.00	\$243,000.00	4.855
SEC	SEC-63790-1	03/26/2024	09/26/2025	57512	WESTERN ALLIANCE BANK	\$243,504.94	\$243,000.00	\$243,000.00	4.905
TS	TS-1370876-1	11/15/2024	11/14/2025		MNTrust TERM SERIES	\$3,000,000.00	\$3,127,186.86	\$3,000,000.00	4.251
CD	CD-1355830-1	11/17/2023	11/18/2025	35518	The Federal Savings Bank	\$226,100.00	\$249,852.60	\$226,100.00	5.137
CD	CD-1355831-1	11/17/2023	11/18/2025	3887	First National Bank	\$226,950.00	\$249,869.26	\$226,950.00	5.036
TS	TS-297799-1	05/17/2024	11/18/2025		MN TRUST TERM SERIES	\$6,000,000.00	\$6,444,541.65	\$6,000,000.00	4.917
CD	CD-1371335-1	12/03/2024	12/03/2025	60377	Minnesota Power Employees Credit Union	\$239,700.00	\$249,887.25	\$239,700.00	4.250
SEC	SEC-67384-1	12/06/2024	12/05/2025	24808	SKYLA FEDERAL CU	\$248,355.36	\$248,000.00	\$248,000.00	4.253
TS	TS-298044-1	06/21/2024	12/17/2025		MN TRUST TERM SERIES	\$4,000,000.00	\$4,292,120.55	\$4,000,000.00	4.900
CD	CD-1357803-1	01/10/2024	01/12/2026	34607	First Internet Bank of Indiana	\$228,800.00	\$249,859.51	\$228,800.00	4.509
CD	CD-1366311-1	08/08/2024	01/26/2026	24888	WEST VIRGINIA CENTRAL FEDERAL CREDIT UNION	\$234,600.00	\$249,852.38	\$234,600.00	4.427
CD	CD-1373354-1	01/28/2025	01/26/2026	58626	GBank	\$239,800.00	\$249,760.08	\$239,800.00	4.176
CD	CD-1373355-1	01/28/2025	01/26/2026	29209	NexBank	\$240,000.00	\$249,887.52	\$240,000.00	4.143
CD	CD-1373356-1	01/28/2025	01/26/2026	29510	Affinity Bank, National Association	\$239,900.00	\$249,758.64	\$239,900.00	4.132
TS	TS-1370875-1	11/15/2024	01/26/2026		MNTrust TERM SERIES	\$3,500,000.00	\$3,677,954.82	\$3,500,000.00	4.247
TS	TS-1373353-1	01/30/2025	01/26/2026		MNTrust TERM SERIES	\$1,750,000.00	\$1,820,963.70	\$1,750,000.00	4.100
SEC	SEC-63786-1	03/20/2024	03/20/2026	57565	UBS BANK USA	\$248,684.57	\$248,000.00	\$248,000.00	4.655
SEC	SEC-63789-1	03/20/2024	03/20/2026	27572	COMMUNITY WEST BANK NA	\$248,685.17	\$248,000.00	\$248,000.00	4.605
SEC	SEC-63785-1	03/26/2024	03/26/2026	58311	COMMUNITY BANK DELAWARE	\$244,662.69	\$244,000.00	\$244,000.00	4.656
SEC	SEC-63787-1	03/27/2024	03/27/2026	34603	MVB BANK INC	\$248,684.57	\$248,000.00	\$248,000.00	4.655
CD	CD-1371332-1	12/03/2024	06/01/2026	33686	Bank Hapoalim B.M.	\$235,300.00	\$249,880.54	\$235,300.00	4.150
CD	CD-1366309-1	08/08/2024	07/27/2026	31840	Financial Federal Bank	\$230,200.00	\$249,898.18	\$230,200.00	4.350
CD	CD-1366310-1	08/08/2024	07/27/2026	57993	ServisFirst Bank	\$229,150.00	\$249,850.26	\$229,150.00	4.592
CD	CD-1366595-1	08/15/2024	07/27/2026	34966	First Capital Bank	\$231,900.00	\$249,925.70	\$231,900.00	3.990

Type	Holding ID	Settle Date	Maturity	FDIC #	Instrument	Cost	Par-Val/Mat. Val	Lower of Cost/Par	Rate
TS	TS-298442-1	08/21/2024	07/27/2026		MN TRUST TERM SERIES	\$1,250,000.00	\$1,345,368.16	\$1,250,000.00	3.950
SEC	SEC-67357-1	12/04/2024	11/30/2026		US TREASURY N/B	\$1,998,730.47	\$2,110,000.00	\$1,998,730.47	4.036
SEC	SEC-68076-1	01/29/2025	01/15/2027		US TREASURY N/B	\$1,496,833.48	\$1,499,000.00	\$1,496,833.48	4.0721
CD	CD-1378762-1	04/30/2025	01/25/2027	3719	American Commercial Bank & Trust, National Association	\$234,700.00	\$249,899.48	\$234,700.00	3.723
CD	CD-1378763-1	04/30/2025	01/25/2027	65722	Freedom Northwest Credit Union	\$234,000.00	\$249,685.61	\$234,000.00	3.853
TS	TS-1376535-1	03/21/2025	01/25/2027		MNTrust TERM SERIES	\$4,500,000.00	\$4,827,352.72	\$4,500,000.00	3.934
TS	TS-1378758-1	05/06/2025	01/25/2027		MNTrust TERM SERIES	\$4,500,000.00	\$4,785,453.99	\$4,500,000.00	3.681
					Sub Totals →	\$77,392,930.74	\$96,315,038.28	\$94,023,351.95	
					Totals →	\$77,392,930.74	\$96,315,038.28	\$94,023,351.95	

Time and Dollar Weighted Average Portfolio Yield: 4.14%

Weighted Average Portfolio Maturity: 258.33 Days

Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated using "Market Value" and are only based on the fixed rate investments.

Portfolio Summary

Type	Allocation (%)	Allocation (\$)	Description
SDA	12.77	\$12,285,253.26	SDA Account
CD	5.19	\$4,996,812.62	Certificate of Deposit
SEC	7.24	\$6,965,360.48	Securities
TS	32.59	\$31,361,687.66	Term Series
IS	24.93	\$23,989,894.63	IS Account
LTD	17.29	\$16,638,390.11	LTD Account

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Cost is comprised of the total amount you paid for the investment including any fees and commissions.

Rate is the average monthly rate for liquid investments or the rate on the last business day of the month for SDA investments or the yield to maturity or yield to worst for fixed term investments.

Face/Par is the amount received at maturity for fixed rate investments.

Market Value reflects the market value as reported by an independent third-party pricing service. Certificates of Deposit and other assets for which market pricing is not readily available from a third-party pricing service are listed at "Cost".

CD - Certificates of Deposit, **CP** - Commercial Paper, **ISC** - Investment Shares Class, **MMA** - Money Market Account, **SEC** - Government Securities, **TS** - Term Series



Total Portfolio Report CAR

Report as of 5/31/2025

PMA Financial Network
 2135 CityGate Lane
 7th Floor
 Naperville, IL 60563 23
 Phone: 630-657-6400
 Fax: 630-718-8701

Burnsville ISD 191 (31134-301 - 2009 Opeb Trust)

Type	Holding ID	Settle Date	Maturity	FDIC #	Instrument	Cost	Par-Val/Mat. Val	Lower of Cost/Par	Rate
MMA	MMA-1360995-1	05/02/2025			MMA Balance	\$443,095.64	\$443,095.64	\$443,095.64	
CD	CD-1345485-1	12/27/2022	11/17/2025	29657	Great Midwest Bank, S.S.B.	\$222,800.00	\$249,847.31	\$222,800.00	4.196
CD	CD-1345555-1	12/28/2022	11/28/2025	33306	CIBC Bank USA	\$180,000.00	\$201,871.17	\$180,000.00	4.160
Sub Totals →						\$845,895.64	\$894,814.12	\$845,895.64	
Totals →						\$845,895.64	\$894,814.12	\$845,895.64	

Time and Dollar Weighted Average Portfolio Yield: 4.18%

Weighted Average Portfolio Maturity: 174.92 Days

Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated using "Market Value" and are only based on the fixed rate investments.

Portfolio Summary

Type	Allocation (%)	Allocation (\$)	Description
MMA	49.52	\$443,095.64	MMA Account
CD	50.48	\$451,718.48	Certificate of Deposit

Index

Cost is comprised of the total amount you paid for the investment including any fees and commissions.

Rate is the average monthly rate for liquid investments or the rate on the last business day of the month for SDA investments or the yield to maturity or yield to worst for fixed term investments.

Face/Par is the amount received at maturity for fixed rate investments.

Market Value reflects the market value as reported by an independent third-party pricing service. Certificates of Deposit and other assets for which market pricing is not readily available from a third-party pricing service are listed at "Cost".

CD - Certificates of Deposit, **CP** - Commercial Paper, **ISC** - Investment Shares Class, **MMA** - Money Market Account, **SEC** - Government Securities, **TS** - Term Series

CLIENT
Burnsville ISD 191 OPEB

INCEPTION DATE
11/01/2014

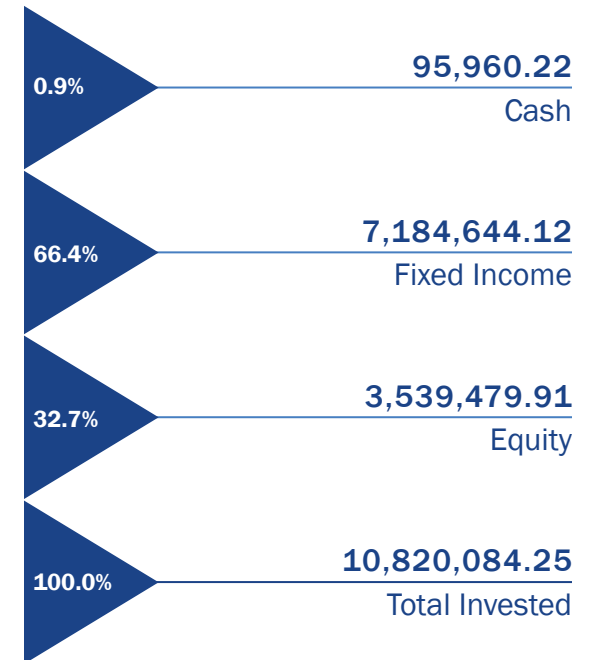
RELATIONSHIP TEAM
Kendra Shelland
Institutional Portfolio
Manager
(612) 509-2579
kshelland@pmanetwork.com

Steve Pumper
VP, Investment Services
(612) 509-2565
SPumper@pmanetwork.com

PORTFOLIO OVERVIEW

	Value
Beginning Market Value	10,619,348.83
Contributions	0.00
Withdrawals	0.00
Net Investment Income	21,039.71
Unrealized Gain/Loss	146,518.03
Realized Gain/Loss	33,177.68
Ending Market Value	10,820,084.25

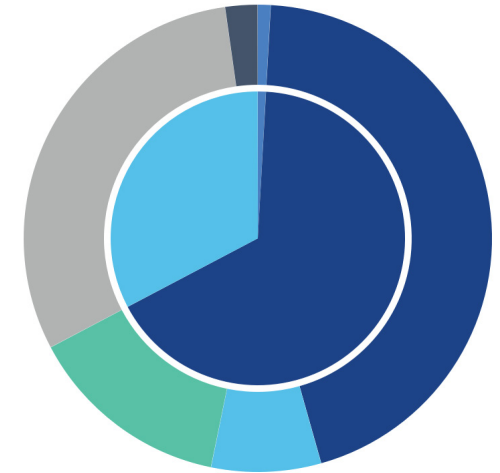
Compliance	Status
As of 05/31/2025	Compliant



INVESTMENT ALLOCATION

Sector	Amount	Allocation	Change	%
Cash				
TOTAL Cash	95,960.22	0.89%	(3,020.14)	(3.05%)
Fixed Income				
TOTAL Credit	4,842,869.74	44.76%	189,533.02	4.07%
Funds - Corporate	4,842,869.74	44.76%	189,533.02	4.07%
TOTAL Below Investment Grade	819,730.14	7.58%	9,992.94	1.23%
Funds - Below Investment Grade	819,730.14	7.58%	9,992.94	1.23%
TOTAL Mortgage Backed Security	1,522,044.24	14.07%	58,980.72	4.03%
Funds - MBS	1,522,044.24	14.07%	58,980.72	4.03%
TOTAL Fixed Income	7,184,644.12	66.40%	258,506.68	3.73%
Equity				
TOTAL Domestic Equity	3,297,960.39	30.48%	(40,319.76)	(1.21%)
Funds - Large Cap	3,043,928.00	28.13%	(53,298.40)	(1.72%)
Funds - Small Cap	254,032.39	2.35%	12,978.64	5.38%
TOTAL International Equity	241,519.52	2.23%	(14,431.36)	(5.64%)
Funds - International	241,519.52	2.23%	(14,431.36)	(5.64%)
TOTAL Equity	3,539,479.91	32.71%	(54,751.12)	(1.52%)
TOTAL Invested	10,820,084.25	100.00%	200,735.42	1.89%

CURRENT PERIOD ALLOCATION



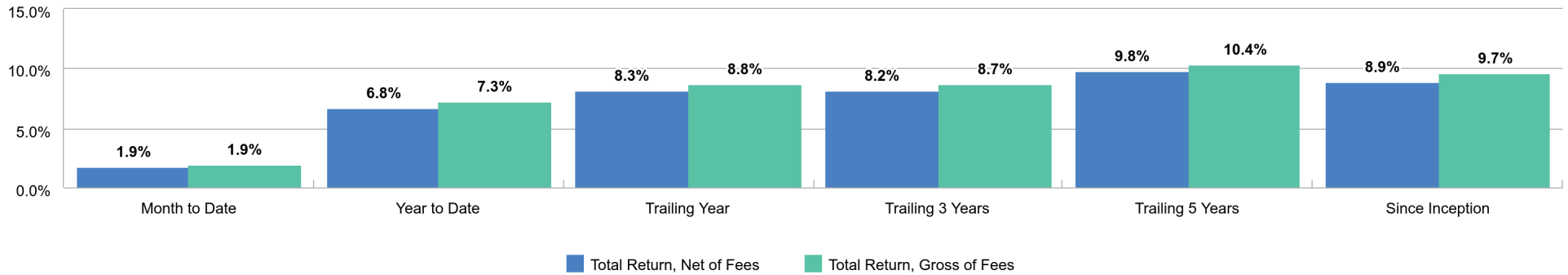
Asset Class

- Cash - 0.9%
- Fixed Income - 66.4%
- Equity - 32.7%

Sector

- Cash - 0.9%
- Credit - 44.8%
- Below Investment Grade - 7.6%
- Mortgage Backed Security - 14.1%
- Domestic Equity - 30.5%
- International Equity - 2.2%

HISTORICAL PERFORMANCE



HISTORICAL PERFORMANCE

	Month to Date	Year to Date	Trailing Year	Trailing 3 Years	Trailing 5 Years	Since Inception
Total Return, Net of Fees	1.89%	6.79%	8.27%	8.16%	9.79%	8.89%
Total Return, Gross of Fees	1.93%	7.28%	8.82%	8.71%	10.39%	9.69%

Since Inception Date: November 01, 2014

Periods greater than 1 year are annualized. Year to Date returns are presented fiscal year to date.

PERFORMANCE BY ASSET CLASS

Asset Class	Ending Market Value	Weight	Gross Total Return	Contribution
Cash	95,960.22	1.04%	0.35%	0.00%
Fixed Income	7,184,644.12	65.53%	(0.34%)	(0.20%)
Equity	3,539,479.91	33.43%	6.33%	2.13%
Portfolio Total	10,820,084.25	100.00%	1.93%	1.93%



Transaction and Interest Summary

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May 1 - May 31, 2025

Trade Date	Settle Date	Quantity	Security	Ticker	Identifier	Unit Price	Amount	Gain / Loss
Cash								
<i>Management Fee</i>								
05/19/2025	05/19/2025	(4,424.73)	US DOLLAR	USD	CCYUSD	—	(4,424.73)	0.00
—	—	(4,424.73)	Total Management Fee	—	—	—	(4,424.73)	0.00
<i>Money Market Fund Interest</i>								
05/31/2025	05/31/2025	0.00	GOLDMAN:FS GOVT INST	FGTX	38141W273	—	376.58	—
—	—	0.00	Total Money Market Fund Interest	—	—	—	376.58	—
Funds - Corporate								
<i>Buy</i>								
05/14/2025	05/15/2025	660.00	VANGUARD SH-TM B ETF	BSV	921937827	77.8600	(51,390.90)	—
05/14/2025	05/15/2025	2,455.00	VANGUARD TOT BD ETF	BND	921937835	72.1250	(177,079.16)	—
—	—	3,115.00	Total Purchases	—	—	—	(228,470.06)	—
<i>Equity Dividend</i>								
05/01/2025	05/05/2025	0.00	VANGUARD SH-TM B ETF	BSV	921937827	—	3,505.85	—
05/01/2025	05/05/2025	0.00	VANGUARD TOT BD ETF	BND	921937835	—	11,202.80	—
—	—	0.00	Total Equity Dividend	—	—	—	14,708.65	—
Funds - Below Investment Grade								
<i>Equity Dividend</i>								
05/01/2025	05/06/2025	0.00	ISHARES:IBOXX \$HY CORP	HYG	464288513	—	4,134.66	—
—	—	0.00	Total Equity Dividend	—	—	—	4,134.66	—
Funds - MBS								
<i>Buy</i>								
05/14/2025	05/15/2025	1,690.00	VANGUARD MTG-BK IDX ETF	VMBS	92206C771	45.3800	(76,700.65)	—
—	—	1,690.00	Total Purchases	—	—	—	(76,700.65)	—
<i>Equity Dividend</i>								
05/01/2025	05/05/2025	0.00	VANGUARD MTG-BK IDX ETF	VMBS	92206C771	—	6,244.55	—
—	—	0.00	Total Equity Dividend	—	—	—	6,244.55	—
Funds - Large Cap								
<i>Sell</i>								
05/14/2025	05/15/2025	(1,980.00)	ISHARES:ESG A MSCI USA	ESGU	46435G425	128.6822	254,780.86	30,629.42
—	—	(1,980.00)	Total Sales	—	—	—	254,780.86	30,629.42
Funds - International								



Transaction and Interest Summary

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May 1 - May 31, 2025

Trade Date	Settle Date	Quantity	Security	Ticker	Identifier	Unit Price	Amount	Gain / Loss
<i>Sell</i>								
05/14/2025	05/15/2025	(400.00)	VANGUARD TOT I S ETF	VXUS	921909768	65.8300	26,330.00	2,548.26
—	—	(400.00)	Total Sales	—	—	—	26,330.00	2,548.26

Ticker	Identifier	Current Units	Description	Rating	Coupon Rate	Effective Maturity	Final Maturity	Original Cost	Market Price	Market Value + Accrued	Interest / Dividend Income	Dividend Yield	Yield	Book Yield
Cash														
Cash														
FGTX	38141W273	95,583.64	GOLDMAN:FS GOVT INST	AAA	4.17%	05/31/2025	05/31/2025	95,583.64	1.0000	95,583.64	6,774.12	—	4.20%	4.20%
USD	CCYUSD	376.58	Receivable	AAA	0.00%	05/31/2025	05/31/2025	376.58	1.0000	376.58	0.00	—	0.00%	0.00%
—	—	95,960.22	—	AAA	4.15%	—	—	95,960.22	—	95,960.22	6,774.12	—	4.18%	4.18%
Fixed Income														
Mortgage Backed Security														
Funds – MBS														
VMBS	92206C771	33,276.00	VANGUARD MTG-BK IDX ETF	—	—	—	—	1,500,515.41	45.7400	1,522,044.24	57,370.98	3.79%	—	—
—	—	33,276.00	—	NA	—	—	—	1,500,515.41	—	1,522,044.24	57,370.98	3.79%	—	—
Credit														
Funds - Corporate														
BND	921937835	49,850.00	VANGUARD TOT BD ETF	—	—	—	—	3,913,135.28	72.7700	3,627,584.50	124,559.29	3.74%	—	—
BSV	921937827	15,509.00	VANGUARD SH-TM B ETF	—	—	—	—	1,198,855.33	78.3600	1,215,285.24	25,426.83	3.55%	—	—
—	—	65,359.00	—	NA	—	—	—	5,111,990.61	—	4,842,869.74	149,986.12	3.69%	—	—
Below Investment Grade														
Funds - Below Investment Grade														
HYG	464288513	10,302.00	ISHARES:IBOXX \$HY CORP	—	—	—	—	792,026.00	79.5700	819,730.14	48,219.02	5.81%	—	—
—	—	10,302.00	—	NA	—	—	—	792,026.00	—	819,730.14	48,219.02	5.81%	—	—
Equity														
Domestic Equity														
Funds - Large Cap														
ESGU	46435G425	23,600.00	ISHARES:ESG A MSCI USA	—	—	—	—	2,768,181.35	128.9800	3,043,928.00	27,632.99	1.14%	—	—
—	—	23,600.00	—	—	—	—	—	2,768,181.35	—	3,043,928.00	27,632.99	1.14%	—	—
Funds - Small Cap														

Ticker	Identifier	Current Units	Description	Rating	Coupon Rate	Effective Maturity	Final Maturity	Original Cost	Market Price	Market Value + Accrued	Interest / Dividend Income	Dividend Yield	Yield	Book Yield
VTWO	92206C664	3,061.00	VANGUARD RUS 2000 ID ETF	—	—	—	—	246,215.84	82.9900	254,032.39	2,203.05	1.39%	—	—
—	—	3,061.00	—	—	—	—	—	246,215.84	—	254,032.39	2,203.05	1.39%	—	—
<i>International Equity</i>														
<i>Funds - International</i>														
VXUS	921909768	3,608.00	VANGUARD TOT I S ETF	—	—	—	—	221,869.27	66.9400	241,519.52	6,111.17	2.92%	—	—
—	—	3,608.00	—	—	—	—	—	221,869.27	—	241,519.52	6,111.17	2.92%	—	—
Total Invested		235,166.22	—	AAA	4.15%	—	—	10,736,758.69	—	10,820,084.25	298,297.45	3.07%	4.18%	4.18%

AP Check Register

AP Run: 20250506 AP — Post Date: 2025-05-06 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/06/2025	495704	Check	Acco Brands USA LLC	902623-1	AP Merch	2,000.48
05/06/2025	495705	Check	AIM Electronics Inc	900017	AP Merch	947.00
05/06/2025	495706	Check	All In One Translation Agency LLC	923652	AP Merch	165.00
05/06/2025	495707	Check	Amergis Healthcare Staffing Inc	931201	AP Merch	37,263.20
05/06/2025	495708	Check	American Eagle Roofing and Coating	931181	AP Merch	5,990.00
05/06/2025	495709	Check	Anderson, Julie	929921	AP Merch	175.00
05/06/2025	495710	Check	Artis, Roger, III	927779	AP Merch	90.00
05/06/2025	495711	Check	Bix Produce Company	900477	AP Merch	21,374.37
05/06/2025	495712	Check	Bova, Edward	908473	AP Merch	105.00
05/06/2025	495713	Check	Callister, Curt	903956	AP Merch	105.00
05/06/2025	495714	Check	Capernaum Pediatric Therapy	930712	AP Merch	10,742.16
05/06/2025	495715	Check	Captivate Media + Consulting	929000	AP Merch	2,851.00
05/06/2025	495716	Check	Carrizales, Hannah	501251	AP Merch	241.94
05/06/2025	495717	Check	Conquer Ninja Athletics	929462-2	AP Merch	1,291.20
05/06/2025	495718	Check	Crystal Lake Golf Club Inc	922701	AP Merch	1,500.00
05/06/2025	495719	Check	Cub Foods	900645	AP Merch	183.67
05/06/2025	495720	Check	Dewald, Rina C	920524	AP Merch	240.00
05/06/2025	495721	Check	Earl F Andersen	901064-2	AP Merch	448.15
05/06/2025	495722	Check	Education Minnesota	928531	AP Merch	74.00
05/06/2025	495723	Check	Fastenal	923054-1	AP Merch	153.92

AP Check Register

AP Run: 20250506 AP — Post Date: 2025-05-06 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/06/2025	495724	Check	Foundation 191	928202	AP Merch	125.66
05/06/2025	495725	Check	Fulton, Steve	924296	AP Merch	90.00
05/06/2025	495726	Check	Gopher Sport	901458-1	AP Merch	1,052.90
05/06/2025	495727	Check	Graphic Source	902858-2	AP Merch	17,841.00
05/06/2025	495728	Check	Groves Learning Organization	922990	AP Merch	1,538.00
05/06/2025	495729	Check	Gunderson, Emily	931371	AP Merch	218.00
05/06/2025	495730	Check	Hubstar Productions	931204	AP Merch	400.00
05/06/2025	495731	Check	Imperial Dade	904186-1	AP Merch	8,215.97
05/06/2025	495732	Check	Kafka, Kim	931092	AP Merch	161.28
05/06/2025	495733	Check	Kellen, Jason	930822	AP Merch	308.00
05/06/2025	495734	Check	Kennedy and Graven Chartered	908356	AP Merch	9,918.50
05/06/2025	495735	Check	Koy, Zenith	930721	AP Merch	140.00
05/06/2025	495736	Check	L & M Boiler Systems Inc	924803	AP Merch	7,611.61
05/06/2025	495737	Check	Lamprecht, John	928748	AP Merch	64.27
05/06/2025	495738	Check	LessonPix Inc	931363	AP Merch	918.00
05/06/2025	495739	Check	Link Interpret	929933	AP Merch	628.80
05/06/2025	495740	Check	Medicine Lake Tours	908112	AP Merch	4,450.00
05/06/2025	495741	Check	Metropolitan State University	928476	AP Merch	1,094.13
05/06/2025	495742	Check	Minnesota Children's Museum	909215	AP Merch	240.00
05/06/2025	495743	Check	Minnesota Valley Electric Cooperative	907448	AP Merch	16,717.81

AP Check Register

AP Run: 20250506 AP — Post Date: 2025-05-06 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/06/2025	495744	Check	Mohammoud, Zahra Ali	928322	AP Merch	180.00
05/06/2025	495745	Check	Mr. Ice Cream MN	931209	AP Merch	2,890.00
05/06/2025	495746	Check	Nashke Native Games	931321	AP Merch	2,830.00
05/06/2025	495747	Check	NCPERS Group Life Ins	908769	AP Merch	32.00
05/06/2025	495748	Check	NCS Pearson Inc	925372	AP Merch	121.60
05/06/2025	495749	Check	Northern Tool Commercial Account	902861-2	AP Merch	28.49
05/06/2025	495750	Check	Office of MNIT Services	906477	AP Merch	2,541.65
05/06/2025	495751	Check	Perez, Melissa M	924879	AP Merch	1,938.00
05/06/2025	495752	Check	Phaxis LLC	931390	AP Merch	2,835.00
05/06/2025	495753	Check	RAK Construction Inc	929749	AP Merch	6,660.04
05/06/2025	495754	Check	Red Wing Business Advantage Account	921851-1	AP Merch	300.68
05/06/2025	495755	Check	Regents of The University of Minnesota	908798-12	AP Merch	4,800.00
05/06/2025	495756	Check	Rent N Save Portable Services	925729	AP Merch	441.10
05/06/2025	495757	Check	Ryan Mechanical Inc	923241	AP Merch	44,059.76
05/06/2025	495758	Check	School Services Employees Local 284	907382	AP Merch	3,141.70
05/06/2025	495759	Check	Screenflex Portable Partitions	930084	AP Merch	5,512.00
05/06/2025	495760	Check	Second Harvest Heartland	928183	AP Merch	1,595.86
05/06/2025	495761	Check	Shades of Thorpe	931399	AP Merch	8,400.00
05/06/2025	495762	Check	Social Thinking Publishing	928241	AP Merch	91.88

AP Check Register

AP Run: 20250506 AP — Post Date: 2025-05-06 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/06/2025	495763	Check	South Suburban Conference	926921	AP Merch	1,393.35
05/06/2025	495764	Check	St Paul Beverage Solutions, LLC	930156	AP Merch	3,856.52
05/06/2025	495765	Check	Sunbelt Staffing LLC	930586	AP Merch	25,498.96
05/06/2025	495766	Check	Sysco Western Minnesota, Inc	931067	AP Merch	1,113.73
05/06/2025	495767	Check	The Works	902039	AP Merch	433.50
05/06/2025	495768	Check	TMS Johnson, Inc.	930962	AP Merch	709.90
05/06/2025	495769	Check	TPS Consulting LLC	929807	AP Merch	32,161.25
05/06/2025	495770	Check	Transportation Plus, Inc.	906215	AP Merch	1,566.00
05/06/2025	495771	Check	Uline	902901	AP Merch	710.06
05/06/2025	495772	Check	University of Minnesota-Tuition Third Party Billing	908595	AP Merch	290.00
05/06/2025	495773	Check	Upper Lakes Foods Inc	929826	AP Merch	57,542.24
05/06/2025	495774	Check	Youth Frontiers Inc	907737	AP Merch	2,545.00
05/06/2025	495775	Check	Ziegler Inc	904566	AP Merch	1,339.70
Total:						\$375,234.99

20250506 AP Summary

Type	Count	Amount
Regular	72	375,234.99
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	72	\$375,234.99

AP Check Register

AP Run: 20250508 AP — Post Date: 2025-05-08 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/08/2025	495776	Check	Hussein, Abdulkadir	931415	AP Merch	325.00
Total:						\$325.00

20250508 AP Summary

Type	Count	Amount
Regular	1	325.00
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	1	\$325.00

AP Check Register

AP Run: 20250513 AP — Post Date: 2025-05-13 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/13/2025	495777	Check	A.J. Moore Electric Inc	928491	AP Merch	2,241.21
05/13/2025	495778	Check	Acer Service Corporation - Attn: Finance Dept.	929434	AP Merch	8,690.80
05/13/2025	495779	Check	Amergis Healthcare Staffing Inc	931201	AP Merch	19,498.80
05/13/2025	495780	Check	Arvig	928649	AP Merch	2,853.95
05/13/2025	495781	Check	Bimbo Bakeries USA	902333-1	AP Merch	2,085.82
05/13/2025	495782	Check	Brown's Ice Cream Co	904655	AP Merch	757.80
05/13/2025	495783	Check	Bryan Rock Products Inc	900454	AP Merch	128.23
05/13/2025	495784	Check	Charpentier Enterprises LLC	931223	AP Merch	613.60
05/13/2025	495785	Check	Cherry Enterprises Inc	928061	AP Merch	13,119.00
05/13/2025	495786	Check	City of Burnsville - Special Assessments/Engineering	900673-2	AP Merch	13,564.68
05/13/2025	495787	Check	City of Burnsville - Utilities	904226	AP Merch	12,347.35
05/13/2025	495788	Check	City of Savage - Utilities	909588	AP Merch	4,769.38
05/13/2025	495789	Check	Community Education Prior Lake-Savage Area Schools	921458-2	AP Merch	70.00
05/13/2025	495790	Check	Conference Technologies Inc	931339	AP Merch	2,438.17
05/13/2025	495791	Check	Cottens NAPA Main Office	929846	AP Merch	29.26
05/13/2025	495792	Check	Cub Foods	900645	AP Merch	51.84
05/13/2025	495793	Check	Cummins Sales & Service	929228-1	AP Merch	423.11
05/13/2025	495794	Check	Dakota Printing Inc	926840	AP Merch	1,035.00
05/13/2025	495795	Check	DASH Sports LLC	930957	AP Merch	294.00

AP Check Register

AP Run: 20250513 AP — Post Date: 2025-05-13 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/13/2025	495796	Check	Dewald, Rina C	920524	AP Merch	180.00
05/13/2025	495797	Check	Doble, Mark	931418	AP Merch	95.00
05/13/2025	495798	Check	Dore, Abdiwali Hashi	929581	AP Merch	60.00
05/13/2025	495799	Check	Enpointe	929863	AP Merch	798.00
05/13/2025	495800	Check	Fedex	901463	AP Merch	26.60
05/13/2025	495801	Check	Flach, Lauren	500672	AP Merch	447.40
05/13/2025	495802	Check	Flora, Nathaniel	501354	AP Merch	29.75
05/13/2025	495803	Check	Gannon, Andrew	931417	AP Merch	90.00
05/13/2025	495804	Check	Graybar Electric Company Inc	901478-1	AP Merch	267.16
05/13/2025	495805	Check	Gregory, Loris Sofia	927443	AP Merch	45.00
05/13/2025	495806	Check	Gustafson, Zachary	927714	AP Merch	105.00
05/13/2025	495807	Check	HOSA-Future Health Professionals	929975	AP Merch	125.00
05/13/2025	495808	Check	Hoyo	930875	AP Merch	8,225.00
05/13/2025	495809	Check	Imperial Dade	904186-1	AP Merch	19,713.68
05/13/2025	495810	Check	Intermediate School Dist 917	909327	AP Merch	22.00
05/13/2025	495811	Check	J & D Trophy	904113	AP Merch	775.00
05/13/2025	495812	Check	John's Sewer And Drain Cleaning Inc	928929	AP Merch	732.50
05/13/2025	495813	Check	Kafka, Kim	931092	AP Merch	418.20
05/13/2025	495814	Check	Kraus-Anderson Ins Agency Inc	902102	AP Merch	11.00
05/13/2025	495815	Check	Lighting Plastics Of Mn Inc	907319	AP Merch	823.65

AP Check Register

AP Run: 20250513 AP — Post Date: 2025-05-13 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/13/2025	495816	Check	Link Interpret	929933	AP Merch	214.15
05/13/2025	495817	Check	Masberg, John	924426	AP Merch	105.00
05/13/2025	495818	Check	Mcgraw Hill LLC	906563-1	AP Merch	8,297.74
05/13/2025	495819	Check	MEI Total Elevator Solutions	908999-1	AP Merch	8,853.21
05/13/2025	495820	Check	Merry, Vanessa	929912	AP Merch	120.00
05/13/2025	495821	Check	Midwest Playground Contractors Inc	925369	AP Merch	240.00
05/13/2025	495822	Check	Midwest Playscapes Inc	922012	AP Merch	2,080.00
05/13/2025	495823	Check	Minnesota Community Education Assoc (MCEA)	903814	AP Merch	307.00
05/13/2025	495824	Check	Minnesota Energy Resources	903029	AP Merch	3,189.72
05/13/2025	495825	Check	Minnesota Historical Society	900624	AP Merch	270.00
05/13/2025	495826	Check	Minnesota Valley Electric Cooperative	907448	AP Merch	17,251.65
05/13/2025	495827	Check	MN Highway Safety & Research Center	926466	AP Merch	159.00
05/13/2025	495828	Check	Mohoney, Samuel	930922	AP Merch	95.00
05/13/2025	495829	Check	Mros, Richard	903216	AP Merch	2,970.00
05/13/2025	495830	Check	Muska Electric Co	931233	AP Merch	1,292.80
05/13/2025	495831	Check	NCS Pearson Inc	925372	AP Merch	22.80
05/13/2025	495832	Check	NIETOC	930891	AP Merch	535.00
05/13/2025	495833	Check	Park, Ina & Lia	501355	AP Merch	35.00
05/13/2025	495834	Check	Perez, Melissa M	924879	AP Merch	1,596.00

AP Check Register

AP Run: 20250513 AP — Post Date: 2025-05-13 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/13/2025	495835	Check	Phaxis LLC	931390	AP Merch	3,150.00
05/13/2025	495836	Check	Pioneer SecureShred	930098	AP Merch	465.00
05/13/2025	495837	Check	Printed Solid Inc	931237	AP Merch	270.36
05/13/2025	495838	Check	Rock Hard Landscape Supply	928528	AP Merch	192.50
05/13/2025	495839	Check	Rosemount High School	909266	AP Merch	200.00
05/13/2025	495840	Check	Ryan Mechanical Inc	923241	AP Merch	4,125.70
05/13/2025	495841	Check	Second Harvest Heartland	928183	AP Merch	3,523.37
05/13/2025	495842	Check	SiteOne Landscape Supply LLC	930424	AP Merch	628.69
05/13/2025	495843	Check	Soccerchili	927209	AP Merch	13,429.40
05/13/2025	495844	Check	Southwest Metro - Dean Lakes Education Center	928611	AP Merch	3,131.87
05/13/2025	495845	Check	Sunbelt Staffing LLC	930586	AP Merch	26,931.96
05/13/2025	495846	Check	Sysco Western Minnesota, Inc	931067	AP Merch	1,262.28
05/13/2025	495847	Check	The Food Group	928651	AP Merch	2,445.16
05/13/2025	495848	Check	The Hartford	924486	AP Merch	58,137.32
05/13/2025	495849	Check	The Stepping Stones Group LLC	931308	AP Merch	11,750.00
05/13/2025	495850	Check	UHL Company, Inc.	931094	AP Merch	5,561.00
05/13/2025	495851	Check	Vestis Services LLC	901365	AP Merch	1,412.30
05/13/2025	495852	Check	Ward, Dennis	908731	AP Merch	90.00
05/13/2025	495853	Check	Washburn Center for Children	931077	AP Merch	52,333.33

AP Check Register

AP Run: 20250513 AP — Post Date: 2025-05-13 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/13/2025	495854	Check	Whitewood Graphics	930088	AP Merch	600.00
05/13/2025	495855	Check	Xcel Energy	902776	AP Merch	10,186.31
Total:						\$365,462.56

20250513 AP Summary

Type	Count	Amount
Regular	79	365,462.56
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	79	\$365,462.56

AP Check Register

AP Run: 20250516 AP — Post Date: 2025-05-16 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/16/2025	495856	Check	ArbiterSports LLC	931421	AP Merch	331.00
05/16/2025	495857	Check	Bix Produce Company	900477	AP Merch	17,594.28
05/16/2025	495858	Check	Education Minnesota	928531	AP Merch	69.00
05/16/2025	495859	Check	Foundation 191	928202	AP Merch	125.66
05/16/2025	495860	Check	Gadea Pliego, Epigmenio	930907	AP Merch	1,600.00
05/16/2025	495861	Check	Integrated Food Service	931083	AP Merch	9,912.00
05/16/2025	495862	Check	Messerli & Kramer PA	923866	AP Merch	72.55
05/16/2025	495863	Check	School Services Employees Local 284	907382	AP Merch	3,117.46
05/16/2025	495864	Check	SFM	923848	AP Merch	72,884.92
05/16/2025	495865	Check	St Paul Beverage Solutions, LLC	930156	AP Merch	3,654.06
05/16/2025	495866	Check	T-Mobile	929345	AP Merch	1,174.14
05/16/2025	495867	Check	T-Mobile	929345	AP Merch	2,885.64
05/16/2025	495868	Check	T-Mobile	929345	AP Merch	1,764.11
05/16/2025	495869	Check	Upper Lakes Foods Inc	929826	AP Merch	39,767.90

Total: \$154,952.72

20250516 AP Summary

Type	Count	Amount
Regular	14	154,952.72
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	14	\$154,952.72

AP Check Register

AP Run: 20250527 AP — Post Date: 2025-05-27 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/27/2025	495870	Check	Advanced Commercial Kitchens	930100	AP Merch	2,063.03
05/27/2025	495871	Check	All In One Translation Agency LLC	923652	AP Merch	68.75
05/27/2025	495872	Check	Amergis Healthcare Staffing Inc	931201	AP Merch	34,897.60
05/27/2025	495873	Check	Anchor Solar Investments LLC	929704	AP Merch	2,239.00
05/27/2025	495874	Check	Anixter Inc	931429	AP Merch	162.51
05/27/2025	495875	Check	Ashpole, Dawn	500093	AP Merch	483.88
05/27/2025	495876	Check	Ballroom and Latin Dance Club LLC	930877	AP Merch	45.00
05/27/2025	495877	Check	Bissonette, Robert	903436	AP Merch	105.00
05/27/2025	495878	Check	Bix Produce Company	900477	AP Merch	13,473.64
05/27/2025	495879	Check	Blick Art Materials	900172-1	AP Merch	59.85
05/27/2025	495880	Check	Bloomington Friends of Forensics	900722-4	AP Merch	400.40
05/27/2025	495881	Check	Captivate Media + Consulting	929000	AP Merch	2,851.00
05/27/2025	495882	Check	Cengage Learning Inc/Gale	903622-2	AP Merch	50.00
05/27/2025	495883	Check	Centerpoint Energy	902519	AP Merch	37,669.08
05/27/2025	495884	Check	CESO Communications LLC	930130	AP Merch	2,852.13
05/27/2025	495885	Check	CESO HR, LLC	930763	AP Merch	3,173.30
05/27/2025	495886	Check	CESO Transportation LLC	930220	AP Merch	16,177.08
05/27/2025	495887	Check	Comcast	926565-1	AP Merch	5,387.89
05/27/2025	495888	Check	Cromie, Alison	500874	AP Merch	375.83

AP Check Register

AP Run: 20250527 AP — Post Date: 2025-05-27 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/27/2025	495889	Check	Crowe, Robert	931428	AP Merch	95.00
05/27/2025	495890	Check	Crown Rental Inc	900647	AP Merch	28.00
05/27/2025	495891	Check	Crystal Lake Golf Club Inc	922701	AP Merch	1,500.00
05/27/2025	495892	Check	Cub Foods	900645	AP Merch	176.58
05/27/2025	495893	Check	Dakota Electric Association	900809	AP Merch	77,953.88
05/27/2025	495894	Check	Dakota Valley Symphony	902325	AP Merch	1,000.00
05/27/2025	495895	Check	DASH Sports LLC	930957	AP Merch	975.00
05/27/2025	495896	Check	Dewald, Rina C	920524	AP Merch	540.00
05/27/2025	495897	Check	Dialog One LLC	927732	AP Merch	1,273.50
05/27/2025	495898	Check	Digital Insurance, LLC	929385	AP Merch	6,250.00
05/27/2025	495899	Check	Dose, Benjamin	930042	AP Merch	105.00
05/27/2025	495900	Check	ECO Works Supply	930030	AP Merch	6,310.00
05/27/2025	495901	Check	Ecolab	908846-2	AP Merch	2,245.01
05/27/2025	495902	Check	Aviben LLC	926262-1	AP Merch	850.27
05/27/2025	495903	Check	Ekon-O-Pac LLC	928982	AP Merch	101.00
05/27/2025	495904	Check	Fagerness, Joyce	924275	AP Merch	687.50
05/27/2025	495905	Check	Ferguson Enterprises # 1657	908698-1	AP Merch	20.99
05/27/2025	495906	Check	Ford & Harrison LLP	931097	AP Merch	8,460.00
05/27/2025	495907	Check	Fox, Erik	931427	AP Merch	210.00
05/27/2025	495908	Check	Girard's Business Solutions Inc	931409	AP Merch	265.00

AP Check Register

AP Run: 20250527 AP — Post Date: 2025-05-27 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/27/2025	495909	Check	Graybar Electric Company Inc	901478-1	AP Merch	2,337.00
05/27/2025	495910	Check	GreatAmerica Financial Services	929729	AP Merch	621.00
05/27/2025	495911	Check	Hammer Sports LLC	930735	AP Merch	960.00
05/27/2025	495912	Check	Hasse, Steven	931423	AP Merch	256.00
05/27/2025	495913	Check	Health Risk Strategies LLC	928495	AP Merch	450.00
05/27/2025	495914	Check	Heartland Tire, Inc.	930160	AP Merch	3,140.68
05/27/2025	495915	Check	Heifort, Michael	922035	AP Merch	95.00
05/27/2025	495916	Check	Hentges, Henry	923804	AP Merch	105.00
05/27/2025	495917	Check	Holiday Stationstores LLC	930483	AP Merch	71.50
05/27/2025	495918	Check	Horizon Equipment LLC	901324	AP Merch	42,937.00
05/27/2025	495919	Check	HumeraTech Inc	927703	AP Merch	2,409.76
05/27/2025	495920	Check	Hyvee	929410	AP Merch	1,168.37
05/27/2025	495921	Check	Imperial Dade	904186-1	AP Merch	14,731.45
05/27/2025	495922	Check	Infinity Systems Inc	920700	AP Merch	17,000.00
05/27/2025	495923	Check	Innovational Water Solutions, Inc.	930169	AP Merch	4,614.08
05/27/2025	495924	Check	Interstate All Battery Center	928877	AP Merch	98.34
05/27/2025	495925	Check	J & D Trophy	904113	AP Merch	1,448.60
05/27/2025	495926	Check	Kaufman, Michael	924781	AP Merch	105.00
05/27/2025	495927	Check	Kona Ice Twin Cities	930671	AP Merch	1,958.40
05/27/2025	495928	Check	Korba, Jerry	906519	AP Merch	95.00

AP Check Register

AP Run: 20250527 AP — Post Date: 2025-05-27 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/27/2025	495929	Check	Koy, Zenith	930721	AP Merch	140.00
05/27/2025	495930	Check	Kraft, Gregory	931075	AP Merch	360.00
05/27/2025	495931	Check	L & M Boiler Systems Inc	924803	AP Merch	734.14
05/27/2025	495932	Check	Link Interpret	929933	AP Merch	616.20
05/27/2025	495933	Check	Literacy Resources, LLC	930694	AP Merch	36,337.65
05/27/2025	495934	Check	Luong, Joe	925433	AP Merch	60.00
05/27/2025	495935	Check	Mart, Jackie	931085	AP Merch	154.00
05/27/2025	495936	Check	Mayer Arts Inc	925512	AP Merch	3,108.00
05/27/2025	495937	Check	Metropolitan State University	928476	AP Merch	20.00
05/27/2025	495938	Check	Midwest Educational Consultants Inc	927440	AP Merch	8,500.00
05/27/2025	495939	Check	Minnesota Energy Resources	903029	AP Merch	251.39
05/27/2025	495940	Check	MN Assoc of Secondary School Principal (MASSP)	908338	AP Merch	295.00
05/27/2025	495941	Check	Monita, Mike	928845	AP Merch	105.00
05/27/2025	495942	Check	MRI Software LLC	929957	AP Merch	98.00
05/27/2025	495943	Check	Naseema Omer LLC	930381	AP Merch	318.60
05/27/2025	495944	Check	National Enrollment Partners LLC	931351	AP Merch	1,175.00
05/27/2025	495945	Check	National Speech and Debate Association - NSDA	931013	AP Merch	344.50
05/27/2025	495946	Check	NCS Pearson Inc	925372	AP Merch	161.50
05/27/2025	495947	Check	Norcostco Inc	902765	AP Merch	410.02

AP Check Register

AP Run: 20250527 AP — Post Date: 2025-05-27 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/27/2025	495948	Check	Northern Air Corporation	920320	AP Merch	6,010.50
05/27/2025	495949	Check	Northwest Passage LTD	931326	AP Merch	1,560.00
05/27/2025	495950	Check	Norton, Alexander	501009	AP Merch	241.94
05/27/2025	495951	Check	Novak, Janice S	902467	AP Merch	144.00
05/27/2025	495952	Check	Orkin Commercial Services	926086	AP Merch	1,096.00
05/27/2025	495953	Check	Per Mar Security Services	930354	AP Merch	2,063.66
05/27/2025	495954	Check	Perez, Melissa M	924879	AP Merch	1,824.00
05/27/2025	495955	Check	Phaxis LLC	931390	AP Merch	1,755.00
05/27/2025	495956	Check	Precision HR Inc	931367	AP Merch	215.63
05/27/2025	495957	Check	RAK Construction Inc	929749	AP Merch	11,962.45
05/27/2025	495958	Check	Reliable Medical Supply Inc	908790	AP Merch	384.00
05/27/2025	495959	Check	Rent N Save Portable Services	925729	AP Merch	1,145.00
05/27/2025	495960	Check	Rock Hard Landscape Supply	928528	AP Merch	300.00
05/27/2025	495961	Check	Rodriguez, Angela	501356	AP Merch	120.97
05/27/2025	495962	Check	Rubio Escoda, Rosa	904188	AP Merch	875.00
05/27/2025	495963	Check	Savage II, Alan	931426	AP Merch	105.00
05/27/2025	495964	Check	Schmitt & Sons - Contract	909331-2	AP Merch	1,150,716.76
05/27/2025	495965	Check	Schmitt & Sons Inc	909331	AP Merch	42,597.65
05/27/2025	495966	Check	Schultheis, Landon G	930440	AP Merch	90.00
05/27/2025	495967	Check	Second Harvest Heartland	928183	AP Merch	2,153.15

AP Check Register

AP Run: 20250527 AP — Post Date: 2025-05-27 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/27/2025	495968	Check	Shannon, Mandy	500523	AP Merch	273.17
05/27/2025	495969	Check	Siemens Industry Inc	902217	AP Merch	17,221.00
05/27/2025	495970	Check	Sjerven, Soren	931425	AP Merch	105.00
05/27/2025	495971	Check	Solution Tree Inc	931252	AP Merch	23,070.00
05/27/2025	495972	Check	South Suburban Conference	926921	AP Merch	553.62
05/27/2025	495973	Check	St Paul Beverage Solutions, LLC	930156	AP Merch	4,389.36
05/27/2025	495974	Check	Sullivan, Kevin	931424	AP Merch	105.00
05/27/2025	495975	Check	Summit 360	930892	AP Merch	4,729.30
05/27/2025	495976	Check	Sunbelt Staffing LLC	930586	AP Merch	96,498.31
05/27/2025	495977	Check	Sysco Western Minnesota, Inc	931067	AP Merch	981.30
05/27/2025	495978	Check	The Food Group	928651	AP Merch	1,391.76
05/27/2025	495979	Check	Timm, Ronald	931420	AP Merch	117.00
05/27/2025	495980	Check	TPS Consulting LLC	929807	AP Merch	45,553.00
05/27/2025	495981	Check	University of Florida	931411	AP Merch	6,000.00
05/27/2025	495982	Check	Upper Lakes Foods Inc	929826	AP Merch	52,255.54
05/27/2025	495983	Check	Ventris Learning LLC	930879	AP Merch	1,881.25
05/27/2025	495984	Check	Walerius, Martin	929454	AP Merch	95.00
05/27/2025	495985	Check	Walters, John	924431	AP Merch	95.00
Total:						\$1,860,048.20

AP Check Register

AP Run: 20250527 AP — Post Date: 2025-05-27 — AP Run Type: R

<u>Check Date</u>	<u>Check Number</u>	<u>Payment Type</u>	<u>Name</u>	<u>Vendor Number</u>	<u>Bank Account Code</u>	<u>Check Amount</u>
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20250527 AP Summary

<u>Type</u>	<u>Count</u>	<u>Amount</u>
Regular	116	1,860,048.20
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	116	\$1,860,048.20

AP Check Register

AP Run: 20250531 Voids — Post Date: 2025-05-31 — AP Run Type: V

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/31/2025	495961	Check	Rodriguez, Angela	501356	AP Merch	-120.97
Total:						-\$120.97

20250531 Voids Summary

Type	Count	Amount
Regular	1	-120.97
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	1	-\$120.97

AP Check Register

Fund	Total
01 - General	1,228,825.39
02 - Food Service	289,828.26
03 - Transportation	1,166,893.84
04 - Community Service	51,010.52
16 - Facility Rental	105.49
22 - Internal Service - Health Insurance	1,625.00
50 - Student Activity Fund	17,614.00
	<hr/>
	\$2,755,902.50

AP Check Register

AP Run: 20250501 VACH — Post Date: 2025-05-01 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/01/2025	9000007430	ACH	Association Of Clerical Employees	904895	AP Merch	444.00
05/01/2025	9000007431	ACH	Burnsville Association of Educational Assistants	909991	AP Merch	918.00
05/01/2025	9000007432	ACH	Coronado Speech Therapy, LLC	931324	AP Merch	7,200.00
05/01/2025	9000007433	ACH	Goswami, Alpa	929031	AP Merch	147.00
05/01/2025	9000007434	ACH	Johnson Controls Fire Protection LP	903587	AP Merch	2,074.60
05/01/2025	9000007435	ACH	Multilingual Word Inc	922324	AP Merch	13,262.50
05/01/2025	9000007436	ACH	Richert Speech Therapy LLC	931202	AP Merch	1,753.75
05/01/2025	9000007437	ACH	Teachers On Call	929847	AP Merch	192,741.22
Total:						\$218,541.07

20250501 VACH Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	8	218,541.07
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	8	\$218,541.07

AP Check Register

AP Run: 20250508 VACH — Post Date: 2025-05-08 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/08/2025	9000007438	ACH	Carlson, Gerri	929243	AP Merch	1,040.65
05/08/2025	9000007439	ACH	Delshad, Shilan	930153	AP Merch	139.50
05/08/2025	9000007440	ACH	Johnson Controls Fire Protection LP	903587	AP Merch	1,582.80
05/08/2025	9000007441	ACH	Teachers On Call	929847	AP Merch	76,653.48
05/08/2025	9000007442	ACH	VITAL WorkLife, Inc.	930974	AP Merch	8,901.12
Total:						\$88,317.55

20250508 VACH Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	5	88,317.55
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	5	\$88,317.55

AP Check Register

AP Run: 20250509 EACH — Post Date: 2025-05-09 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/09/2025	9000007443	ACH	Albersheim-Carter, Marcina	018646	AP Merch	52.36
05/09/2025	9000007444	ACH	Anderson, Rachel L	021495	AP Merch	168.00
05/09/2025	9000007445	ACH	Biagi, Hayden M	020969	AP Merch	968.62
05/09/2025	9000007446	ACH	Broge, Dawndra S	020951	AP Merch	38.78
05/09/2025	9000007447	ACH	Cantolla, Kaitlin M	019617	AP Merch	50.19
05/09/2025	9000007448	ACH	Cantu, Maria E	021571	AP Merch	85.00
05/09/2025	9000007449	ACH	Coddington, Bronwyn M	021393	AP Merch	24.64
05/09/2025	9000007450	ACH	Coleman, Colleen M	013413	AP Merch	316.60
05/09/2025	9000007451	ACH	Contreras, Kodi C	018537	AP Merch	112.14
05/09/2025	9000007452	ACH	Czapar, Kelly N	017322	AP Merch	53.97
05/09/2025	9000007453	ACH	Erbes, Sarah L	017283	AP Merch	108.50
05/09/2025	9000007454	ACH	Erickson, Kayla M	020006	AP Merch	357.70
05/09/2025	9000007455	ACH	Ewert, Casey B	019158	AP Merch	74.76
05/09/2025	9000007456	ACH	Flesche, Jennifer B	021549	AP Merch	143.22
05/09/2025	9000007457	ACH	Funston, Kathy L	017175	AP Merch	18.41
05/09/2025	9000007458	ACH	Hagen, Aimee E	016614	AP Merch	17.01
05/09/2025	9000007459	ACH	Harsted, Tiffany K	021413	AP Merch	122.78
05/09/2025	9000007460	ACH	Harrod, Kim	014622	AP Merch	316.60
05/09/2025	9000007461	ACH	Huemoeller, Michael T	009394	AP Merch	100.99
05/09/2025	9000007462	ACH	Janey, Karen A	021241	AP Merch	23.45

AP Check Register

AP Run: 20250509 EACH — Post Date: 2025-05-09 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/09/2025	9000007463	ACH	Kennedy, Jennifer K	013375	AP Merch	22.54
05/09/2025	9000007464	ACH	Kirchner, Amy	014600	AP Merch	34.93
05/09/2025	9000007465	ACH	Kolstad, Michele M	007847	AP Merch	9.66
05/09/2025	9000007466	ACH	Kronabetter, Julie R	016789	AP Merch	118.37
05/09/2025	9000007467	ACH	Lake, David	017436	AP Merch	246.40
05/09/2025	9000007468	ACH	Lopez Mantuano, Sonia P	021449	AP Merch	85.00
05/09/2025	9000007469	ACH	Lopez, Leah	021360	AP Merch	17.99
05/09/2025	9000007470	ACH	Lorincz, Kristen L	018602	AP Merch	49.21
05/09/2025	9000007471	ACH	McDowell, Morgan	018635	AP Merch	40.18
05/09/2025	9000007472	ACH	Meyer, Tanya L	012306	AP Merch	29.61
05/09/2025	9000007473	ACH	Neal, Bryeny B	013693	AP Merch	7.35
05/09/2025	9000007474	ACH	Nelson, Katie L	015010	AP Merch	58.94
05/09/2025	9000007475	ACH	Nemeth, Heather	014991	AP Merch	15.26
05/09/2025	9000007476	ACH	Niesen, Elizabeth A	015962	AP Merch	31.50
05/09/2025	9000007477	ACH	Niffenegger, Kamala N	018055	AP Merch	19.25
05/09/2025	9000007478	ACH	Nochez, Joanna B	021258	AP Merch	170.00
05/09/2025	9000007479	ACH	Noeldner, Brigette L	021428	AP Merch	7.84
05/09/2025	9000007480	ACH	Risteau, Joseph S	007763	AP Merch	22.68
05/09/2025	9000007481	ACH	Robran, Kimberly J	020836	AP Merch	43.47
05/09/2025	9000007482	ACH	Smith, Tracy J	014671	AP Merch	100.73

AP Check Register

AP Run: 20250509 EACH — Post Date: 2025-05-09 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/09/2025	9000007483	ACH	Thomas, John S	020221	AP Merch	83.86
05/09/2025	9000007484	ACH	Vodnick, Sarah A	016023	AP Merch	92.55
05/09/2025	9000007485	ACH	Vogt, Kendra M	017882	AP Merch	90.00
05/09/2025	9000007486	ACH	Voigt, Pamela M	017183	AP Merch	169.06
05/09/2025	9000007487	ACH	Wakal, Kimberly B	020416	AP Merch	65.38
05/09/2025	9000007488	ACH	Warmka, Cheri R	007858	AP Merch	33.25
05/09/2025	9000007489	ACH	Wesley, Janet M	018000	AP Merch	17.85
05/09/2025	9000007490	ACH	Wolfram, Michael	018192	AP Merch	227.50
05/09/2025	9000007491	ACH	Yost, Molly M	019831	AP Merch	75.88
05/09/2025	9000007492	ACH	Zyskowski, Karly M	021041	AP Merch	126.56
Total:						\$5,266.52

20250509 EACH Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	50	5,266.52
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	50	\$5,266.52

AP Check Register

AP Run: 20250515 VACH — Post Date: 2025-05-15 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/15/2025	9000007493	ACH	Casperson, Julie	928973	AP Merch	420.50
05/15/2025	9000007494	ACH	CDW Government Inc	920289-1	AP Merch	2,057.49
05/15/2025	9000007495	ACH	Coronado Speech Therapy, LLC	931324	AP Merch	7,200.00
05/15/2025	9000007496	ACH	Johnson Controls Fire Protection LP	903587	AP Merch	1,192.15
05/15/2025	9000007497	ACH	Khunisorn, Ploy	931304	AP Merch	50.00
05/15/2025	9000007498	ACH	Krusemark, LeeAnne	930317	AP Merch	50.00
05/15/2025	9000007499	ACH	Richert Speech Therapy LLC	931202	AP Merch	1,610.00
05/15/2025	9000007500	ACH	Teachers On Call	929847	AP Merch	81,205.07
Total:						\$93,785.21

20250515 VACH Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	8	93,785.21
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	8	\$93,785.21

AP Check Register

AP Run: 20250523 EACH — Post Date: 2025-05-23 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/23/2025	9000007501	ACH	Association Of Clerical Employees	904895	AP Merch	444.00
05/23/2025	9000007502	ACH	Berge, Kristy K	011193	AP Merch	11.96
05/23/2025	9000007503	ACH	Buck, Rebecca L	017742	AP Merch	23.55
05/23/2025	9000007504	ACH	Burnsville Association of Educational Assistants	909991	AP Merch	918.00
05/23/2025	9000007505	ACH	Cloutier, Dana	016633	AP Merch	84.14
05/23/2025	9000007506	ACH	Coleman, Colleen M	013413	AP Merch	68.81
05/23/2025	9000007507	ACH	Discher, Tracy L	016311	AP Merch	66.08
05/23/2025	9000007508	ACH	Granda, Erika	021536	AP Merch	85.00
05/23/2025	9000007509	ACH	Greunke, Julie M	020983	AP Merch	612.01
05/23/2025	9000007510	ACH	Henderson, Sean M	017644	AP Merch	128.03
05/23/2025	9000007511	ACH	Howe, Jaimie K	020412	AP Merch	17.57
05/23/2025	9000007512	ACH	Johnson, Rebecca M	021146	AP Merch	85.00
05/23/2025	9000007513	ACH	Kleeberger, Alexis S	021235	AP Merch	28.70
05/23/2025	9000007514	ACH	Kleiner, Kevin T	020910	AP Merch	81.62
05/23/2025	9000007515	ACH	McGraw, Nick K	021415	AP Merch	123.18
05/23/2025	9000007516	ACH	Middendorf, Jennifer L	019196	AP Merch	50.26
05/23/2025	9000007517	ACH	Niemiec, Alicia	013692	AP Merch	65.10
05/23/2025	9000007518	ACH	Nordeen, Denise M	020415	AP Merch	236.60
05/23/2025	9000007519	ACH	O'Laughlin, John M	020956	AP Merch	44.10
05/23/2025	9000007520	ACH	Otto, Caron	018846	AP Merch	10.29

AP Check Register

AP Run: 20250523 EACH — Post Date: 2025-05-23 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/23/2025	9000007521	ACH	Pape, Nicole B	021491	AP Merch	1,000.00
05/23/2025	9000007522	ACH	Pearson, Genevieve L	019994	AP Merch	143.29
05/23/2025	9000007523	ACH	Petersen, Holly M	018849	AP Merch	32.69
05/23/2025	9000007524	ACH	Poitra, Delayne T	021514	AP Merch	85.00
05/23/2025	9000007525	ACH	Riggs, Jeanine L	015803	AP Merch	29.33
05/23/2025	9000007526	ACH	Santiago-Toledano, Marshall	020151	AP Merch	23.57
05/23/2025	9000007527	ACH	Sather, Derek D	018608	AP Merch	80.00
05/23/2025	9000007528	ACH	Sellars, Jason A	019217	AP Merch	23.20
05/23/2025	9000007529	ACH	Spaulding, Sheila J	018536	AP Merch	70.49
05/23/2025	9000007530	ACH	Sweeney, Michael J	016376	AP Merch	123.41
05/23/2025	9000007531	ACH	Tarnofsky, John J	020438	AP Merch	43.12
05/23/2025	9000007532	ACH	Troldahl, Monica L	020519	AP Merch	6.72
05/23/2025	9000007533	ACH	Vogt, Kendra M	017882	AP Merch	90.00
05/23/2025	9000007534	ACH	Zondag-Hamer, Kimberly	014127	AP Merch	243.32
Total:						\$5,178.14

20250523 EACH Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	34	5,178.14
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	34	\$5,178.14

AP Check Register

AP Run: 20250530 EACH — Post Date: 2025-05-30 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/30/2025	9000007535	ACH	Battle, Theresa F	019927	AP Merch	500.00
05/30/2025	9000007536	ACH	Carter, Madison J	021442	AP Merch	221.39
05/30/2025	9000007537	ACH	Dehne, Tyler	020322	AP Merch	200.00
05/30/2025	9000007538	ACH	DeJong, Lindsay L	021394	AP Merch	14.35
05/30/2025	9000007539	ACH	Drutowski, Alison	018311	AP Merch	943.08
05/30/2025	9000007540	ACH	Elaraby, Amany	021556	AP Merch	72.80
05/30/2025	9000007541	ACH	Gorton, Rachel	016735	AP Merch	200.00
05/30/2025	9000007542	ACH	Hammer, Jeffrey	011818	AP Merch	138.62
05/30/2025	9000007543	ACH	Hermansen, Laura J	019510	AP Merch	209.40
05/30/2025	9000007544	ACH	Sellars, Jason A	019217	AP Merch	26.75
05/30/2025	9000007545	ACH	Shelden, Jon	010820	AP Merch	8.40
05/30/2025	9000007546	ACH	Sovine, Stacey	017487	AP Merch	200.00
05/30/2025	9000007547	ACH	Tinklenberg, Aaron D	017462	AP Merch	200.00
05/30/2025	9000007548	ACH	Zupke, Samuel	009298	AP Merch	42.92
Total:						\$2,977.71

20250530 EACH Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	14	2,977.71
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	14	\$2,977.71

AP Check Register

AP Run: 20250530 VACH — Post Date: 2025-05-30 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/30/2025	9000007549	ACH	Association Of Clerical Employees	904895	AP Merch	444.00
05/30/2025	9000007550	ACH	Burnsville Association of Educational Assistants	909991	AP Merch	927.00
05/30/2025	9000007551	ACH	CDW Government Inc	920289-1	AP Merch	10,338.98
05/30/2025	9000007552	ACH	Cobotiq Inc	931328	AP Merch	1,220.02
05/30/2025	9000007553	ACH	FaxSIPit Services Inc.	930948	AP Merch	231.00
05/30/2025	9000007554	ACH	Khunisorn, Ploy	931304	AP Merch	25.00
05/30/2025	9000007555	ACH	Multilingual Word Inc	922324	AP Merch	3,200.00
05/30/2025	9000007556	ACH	Richert Speech Therapy LLC	931202	AP Merch	1,955.00
05/30/2025	9000007557	ACH	Solutran, LLC	928660	AP Merch	7,714.18
05/30/2025	9000007558	ACH	Teachers On Call	929847	AP Merch	82,165.51
05/30/2025	9000007559	ACH	Teamworks International Inc	924234	AP Merch	875.00
Total:						\$109,095.69

20250530 VACH Summary		
Type	Count	Amount
Regular	0	0.00
ACH Checks:	11	109,095.69
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	11	\$109,095.69

AP Check Register

AP Run: 20250530 EACH2 — Post Date: 2025-05-30 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/30/2025	9000007560	ACH	Bellmont, Chris	014183	AP Merch	200.00
Total:						\$200.00

20250530 EACH2 Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	1	200.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	1	\$200.00

AP Check Register

AP Run: 20250531 Voids — Post Date: 2025-05-31 — AP Run Type: V

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/31/2025	9000007485	ACH	Vogt, Kendra M	017882	AP Merch	-90.00
Total:						-\$90.00

20250531 Voids Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	1	-90.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	1	-\$90.00

AP Check Register

Fund	Total
01 - General	505,104.38
02 - Food Service	1,105.53
04 - Community Service	7,850.75
22 - Internal Service - Health Insurance	7,714.18
50 - Student Activity Fund	1,497.05
	\$523,271.89

AP Check Register

AP Run: 20250509 CB — Post Date: 2025-05-09 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/09/2025	6000002136		Advanced Imaging Solutions	928551	AP Merch	4,937.44
05/09/2025	6000002137		Aramark Refreshment Services	900428	AP Merch	323.52
05/09/2025	6000002138		Barnes & Noble Inc	900386	AP Merch	795.86
05/09/2025	6000002139		Bester Bros Transfer & Storage Co	904400	AP Merch	1,750.00
05/09/2025	6000002140		Business Essentials	908358	AP Merch	1,974.00
05/09/2025	6000002141		Dicks Sanitation Service Inc	900641	AP Merch	10,149.64
05/09/2025	6000002142		General Parts LLC	901541-1	AP Merch	3,506.75
05/09/2025	6000002143		Grainger	904387-1	AP Merch	2,659.50
05/09/2025	6000002144		Occupational Health of MN, PC	929919	AP Merch	203.00
05/09/2025	6000002145		Schmitt Music	903532	AP Merch	4,174.00
05/09/2025	6000002146		School Health Supply Co Inc	903537	AP Merch	161.82
05/09/2025	6000002147		Trio Supply	903802	AP Merch	8,535.08
Total:						\$39,170.61

20250509 CB Summary		
Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	12	39,170.61
Total:	12	\$39,170.61

AP Check Register

AP Run: 20250529 CB — Post Date: 2025-05-29 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/29/2025	6000002148		Automated Logic Contracting Services	925449	AP Merch	2,370.00
05/29/2025	6000002149		Barnes & Noble Inc	900386	AP Merch	5,356.73
05/29/2025	6000002150		BSN Sports Inc	903299-1	AP Merch	2,209.06
05/29/2025	6000002151		Cintas Corp	903681	AP Merch	564.48
05/29/2025	6000002152		Cornerstone Copy Center	900502	AP Merch	448.24
05/29/2025	6000002153		ECM Publishers Inc	909272	AP Merch	405.90
05/29/2025	6000002154		Game One	928417	AP Merch	924.54
05/29/2025	6000002155		Grainger	904387-1	AP Merch	8,017.83
05/29/2025	6000002156		Groth Music Company	900575	AP Merch	87.96
05/29/2025	6000002157		Heartland School Solutions	929746	AP Merch	1,799.00
05/29/2025	6000002158		Kelleher Helmrich and Associates Inc	908955	AP Merch	523.50
05/29/2025	6000002159		Kully Supply Inc	901434	AP Merch	214.95
05/29/2025	6000002160		Lightspeed Technologies Inc	926151	AP Merch	83.00
05/29/2025	6000002161		Mackin Educational Resources	902196	AP Merch	3,556.69
05/29/2025	6000002162		OneMonroe	901161	AP Merch	239.84
05/29/2025	6000002163		PPG Architectural Finishes	901709	AP Merch	2,068.20
05/29/2025	6000002164		Pro-Ed Inc	903073	AP Merch	245.30
05/29/2025	6000002165		Schmitt Music	903532	AP Merch	667.08
05/29/2025	6000002166		Scholastic Inc	903196-6	AP Merch	653.13
05/29/2025	6000002167		Sherwin-Williams	903745-2	AP Merch	164.88

AP Check Register

AP Run: 20250529 CB — Post Date: 2025-05-29 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
05/29/2025	6000002168		State Supply Co Inc	903689	AP Merch	191.84
05/29/2025	6000002169		Tee Jay North Inc	922618	AP Merch	87.01
05/29/2025	6000002170		Trio Supply	903802	AP Merch	14,094.79
Total:						\$44,973.95

20250529 CB Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	23	44,973.95
Total:	23	\$44,973.95

AP Check Register

Fund	Total
01 - General	53,279.13
02 - Food Service	26,720.84
04 - Community Service	4,144.59
	\$84,144.56

Monthly Void/Wire Report

70

AP Run: 20250515 Wires PR — Post Date: 2025-05-15 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Check Amount
05/15/2025	8000001262	Wire Transfer	Commissioner Of Revenue	136,449.02
05/15/2025	8000001263	Wire Transfer	Educators Benefit Consultants	194,131.01
05/15/2025	8000001264	Wire Transfer	Internal Revenue Service	804,513.79
05/15/2025	8000001265	Wire Transfer	ISD 191 Flex Account	46,089.86
05/15/2025	8000001266	Wire Transfer	ISD 191 Self Insurance Account	1,064,948.04
05/15/2025	8000001267	Wire Transfer	MN Child Support	3,128.10
05/15/2025	8000001268	Wire Transfer	MN Dept of Revenue	273.95
05/15/2025	8000001269	Wire Transfer	Mn Teachers Retirement Assoc	453,522.61
05/15/2025	8000001270	Wire Transfer	PERA	118,379.54
05/15/2025	8000001271	Wire Transfer	Teachers Federal Credit Union	37,696.35
Total:				\$2,859,132.27

20250515 Wires PR Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	10	2,859,132.27
Epayables:	0	0.00
Total:	10	\$2,859,132.27

Monthly Void/Wire Report

71

AP Run: 20250530 Wires PR — Post Date: 2025-05-30 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Check Amount
05/30/2025	8000001275	Wire Transfer	Commissioner Of Revenue	136,181.68
05/30/2025	8000001276	Wire Transfer	Educators Benefit Consultants	195,180.00
05/30/2025	8000001277	Wire Transfer	Internal Revenue Service	802,851.11
05/30/2025	8000001278	Wire Transfer	ISD 191 Flex Account	45,733.89
05/30/2025	8000001279	Wire Transfer	ISD 191 Self Insurance Account	1,064,111.20
05/30/2025	8000001280	Wire Transfer	MN Child Support	3,128.10
05/30/2025	8000001281	Wire Transfer	MN Dept of Revenue	286.48
05/30/2025	8000001282	Wire Transfer	Mn Teachers Retirement Assoc	454,094.58
05/30/2025	8000001283	Wire Transfer	PERA	117,603.34
05/30/2025	8000001284	Wire Transfer	Teachers Federal Credit Union	37,570.58
Total:				\$2,856,740.96

20250530 Wires PR Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	10	2,856,740.96
Epayables:	0	0.00
Total:	10	\$2,856,740.96

Monthly Void/Wire Report

72

AP Run: 20250531 Wires Main — Post Date: 2025-05-31 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Check Amount
05/31/2025	8000001297	Wire Transfer	Delta Dental Plan Of Minnesota	62,082.88
05/31/2025	8000001298	Wire Transfer	GreatAmerica Postage	5,000.00
05/31/2025	8000001299	Wire Transfer	MN Dept of Revenue-Sales Tax	571.00
05/31/2025	8000001300	Wire Transfer	Mn UI Fund	28,457.94
Total:				\$96,111.82

20250531 Wires Main Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	4	96,111.82
Epayables:	0	0.00
Total:	4	\$96,111.82

Monthly Void/Wire Report

73

AP Run: 20250531 Wires 20 S.Ins — Post Date: 2025-05-31 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Check Amount
05/31/2025	225	Wire Transfer	Further	100,097.18
05/31/2025	226	Wire Transfer	Paydhealth	4,063.21
05/31/2025	227	Wire Transfer	UMR, Inc	2,873,650.85
Total:				\$2,977,811.24

20250531 Wires 20 S.Ins Summary		
Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	3	2,977,811.24
Epayables:	0	0.00
Total:	3	\$2,977,811.24

Monthly Void/Wire Report

74

AP Run: 20250531 Wires 8 Flex — Post Date: 2025-05-31 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Check Amount
05/31/2025	81	Wire Transfer	Further	47,230.33
Total:				\$47,230.33

20250531 Wires 8 Flex Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	1	47,230.33
Epayables:	0	0.00
Total:	1	\$47,230.33

Monthly Void/Wire Report

75

AP Run: 20250531 Voids — Post Date: 2025-05-31 — AP Run Type: V

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Check Amount
05/31/2025	495961	Check	Rodriguez, Angela	-120.97
05/31/2025	9000007485	ACH	Vogt, Kendra M	-90.00
Total:				-\$210.97

20250531 Voids Summary

Type	Count	Amount
Regular	1	-120.97
ACH Checks:	1	-90.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	2	-\$210.97

Monthly Void/Wire Report

76

Burnsville-Eagan-Savage SD 191, MN

<u>Fund</u>	<u>Total</u>
01 - General	5,484,251.16
02 - Food Service	108,933.78
04 - Community Service	194,346.56
16 - Facility Rental	9,390.03
20 - Internal Service - Dental	62,082.88
22 - Internal Service - Health Insurance	2,977,811.24
	\$8,836,815.65

4. Accept the Budget Analysis

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.4.
August 28, 2025**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Tyler Dehne, director of finance

Date: August 21, 2025

Re: Budget Analysis for the Month Ending May 31, 2025

Recommendation: That the Board accepts the Budget Analysis for the month ending May 31, 2025.

The May Budget Reports are presented for Board information and review. The reports indicate the following:

	Year-to-Date Revenue	% of Adopted Budget	Year-to-Date Expenditures	% of Adopted Budget
All Funds	\$ 178,458,872	82.04%	\$ 179,077,820	82.96%
General Fund	\$ 130,416,738	80.51%	\$ 128,180,103	80.38%

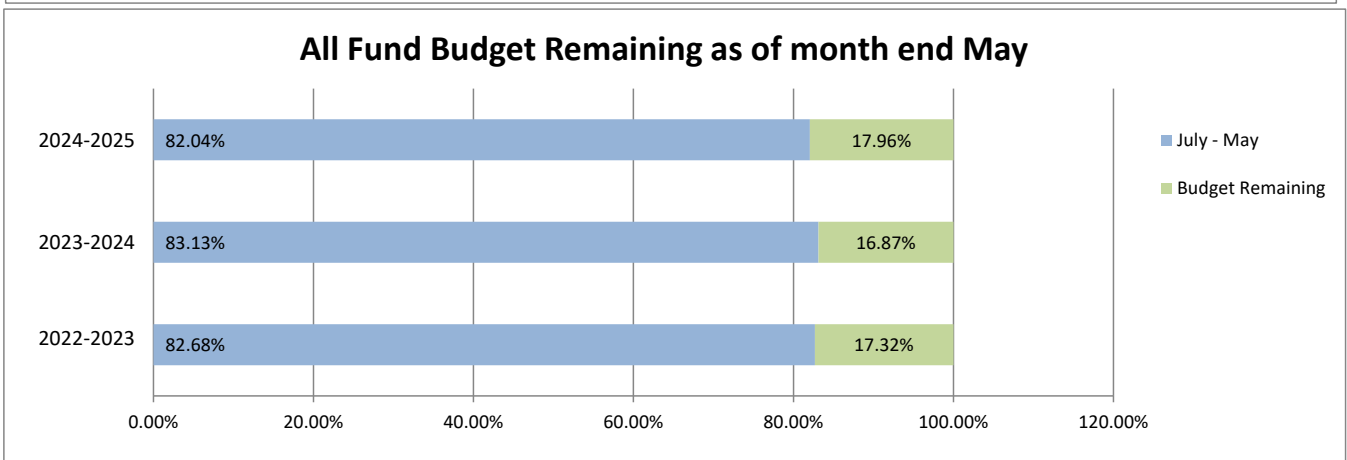
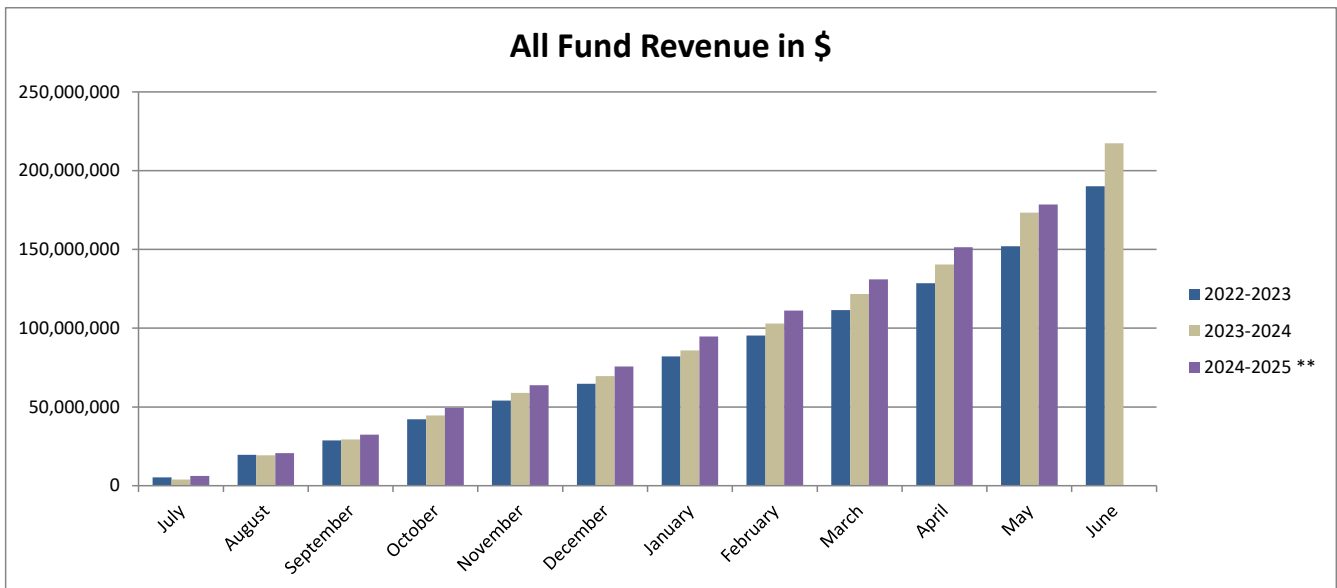
To assist the Board in monitoring monthly financial activity and to help identify budget-to-actual deviations, the following graphs have been developed for all funds and the general fund:

Revenues Year-to-Date for Last two years and Current year
Expenditures Year-to-Date for Last two years and Current year

All of the reports and graphs show last year's actual figures, this year's budget and this year's activity to date. Additional detail is available upon request.

**REVENUE COMPARISON
ALL FUNDS**

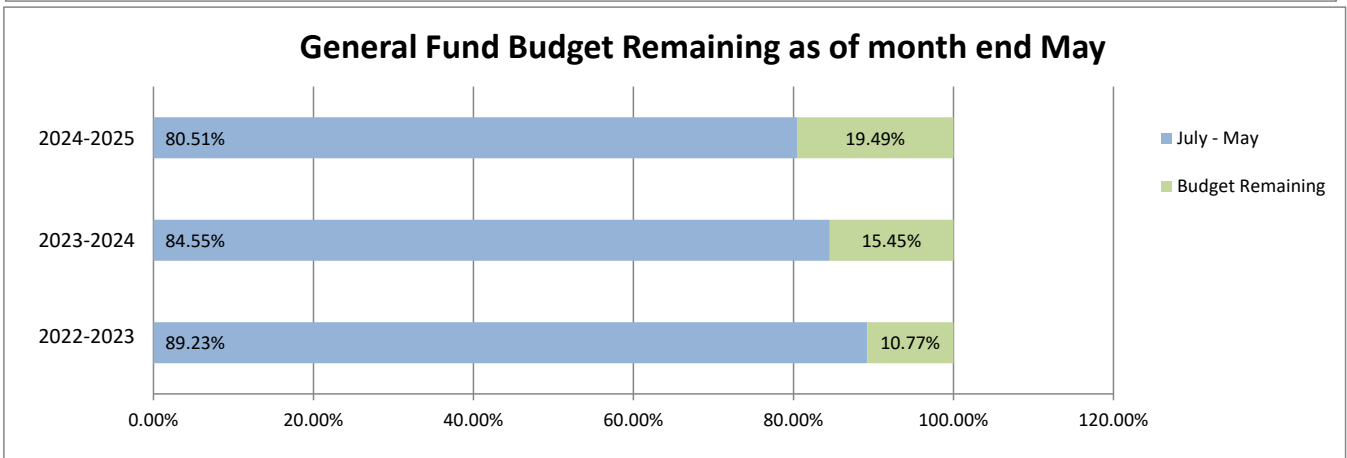
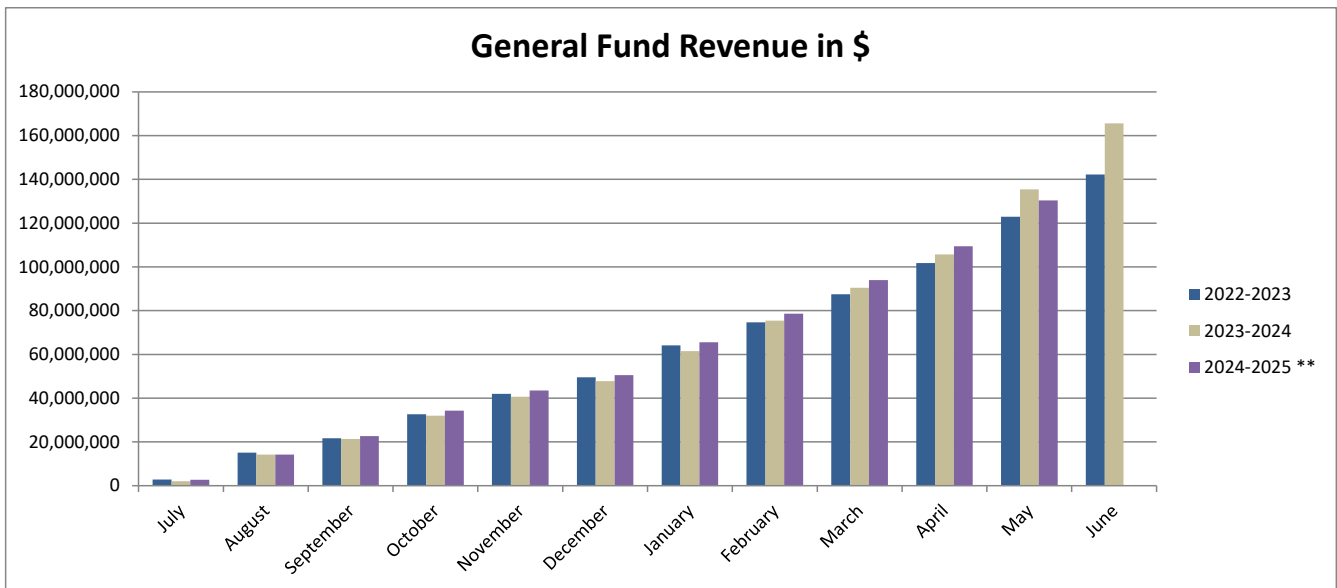
	2022-2023		2023-2024		2024-2025 **	
	\$	%	\$	%	\$	%
July	5,211,222	2.83%	3,923,767	1.88%	6,225,705	2.86%
August	19,546,851	10.63%	19,367,531	9.29%	20,740,144	9.53%
September	28,812,784	15.67%	29,426,322	14.11%	32,399,332	14.89%
October	42,091,259	22.89%	44,587,953	21.38%	49,364,366	22.69%
November	54,008,523	29.37%	58,912,738	28.25%	63,757,139	29.31%
December	64,648,180	35.15%	69,535,132	33.34%	75,701,192	34.80%
January	82,067,715	44.62%	85,949,535	41.22%	94,669,296	43.52%
February	95,325,754	51.83%	102,919,054	49.35%	111,229,079	51.14%
March	111,508,111	60.63%	121,657,811	58.34%	130,998,157	60.22%
April	128,551,918	69.90%	140,495,577	67.37%	151,325,262	69.57%
May	152,059,166	82.68%	173,364,073	83.13%	178,458,872	82.04%
June	190,043,786	103.33%	217,399,399	104.26%	0	0.00%
BUDGET	183,913,084	100.00%	208,539,165	100.00%	217,519,765	100.00%



** The year to year comparison will vary due to the timing of the reversal of prior year accruals and based on timing of financial activity, monthly figures are subject to change

**REVENUE COMPARISON
GENERAL FUND**

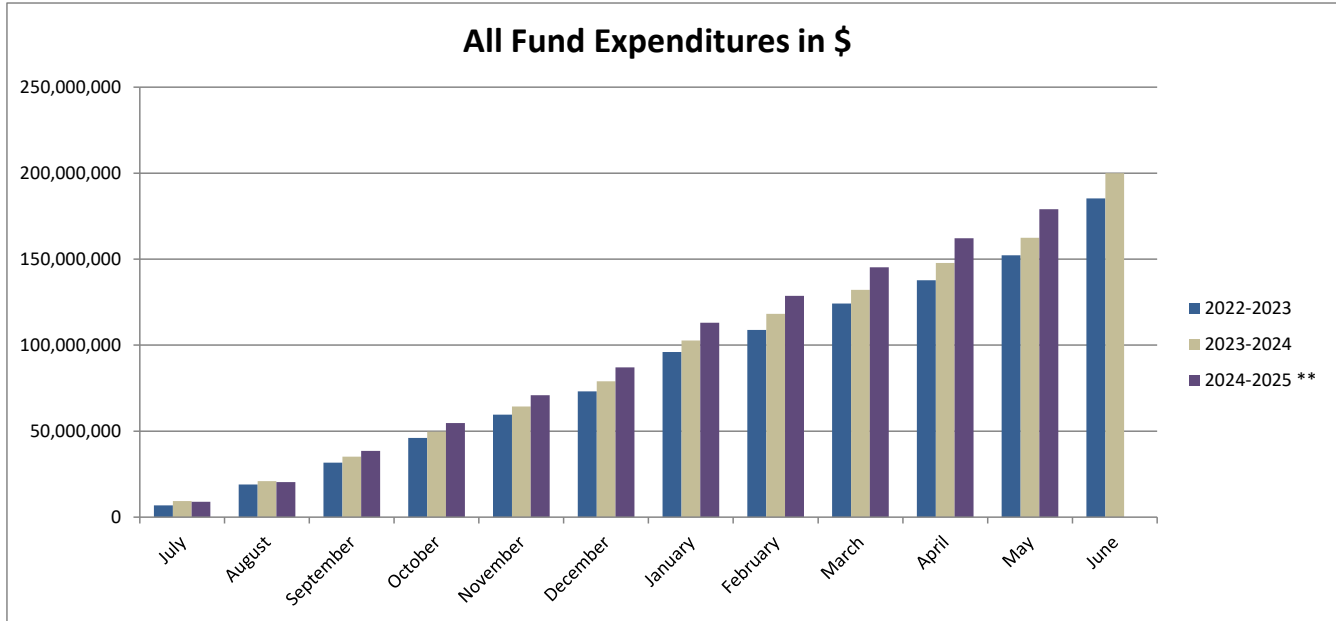
	2022-2023		2023-2024		2024-2025 **	
	\$	%	\$	%	\$	%
July	2,782,571	2.02%	2,054,035	1.28%	2,730,267	1.69%
August	15,069,992	10.94%	14,217,775	8.88%	14,246,069	8.79%
September	21,696,447	15.75%	21,337,010	13.32%	22,663,634	13.99%
October	32,616,003	23.68%	31,945,444	19.94%	34,311,930	21.18%
November	42,025,977	30.51%	40,706,009	25.41%	43,485,919	26.85%
December	49,535,706	35.96%	47,800,679	29.84%	50,561,608	31.21%
January	64,158,526	46.57%	61,461,736	38.37%	65,590,521	40.49%
February	74,679,348	54.21%	75,447,748	47.10%	78,601,059	48.52%
March	87,518,465	63.53%	90,432,887	56.45%	93,933,536	57.99%
April	101,791,548	73.89%	105,750,808	66.02%	109,446,939	67.57%
May	122,924,136	89.23%	135,431,731	84.55%	130,416,738	80.51%
June	142,274,703	103.28%	165,587,981	104.32%	0	0.00%
BUDGET	137,755,710	100.00%	160,186,251	100.00%	161,980,777	100.00%



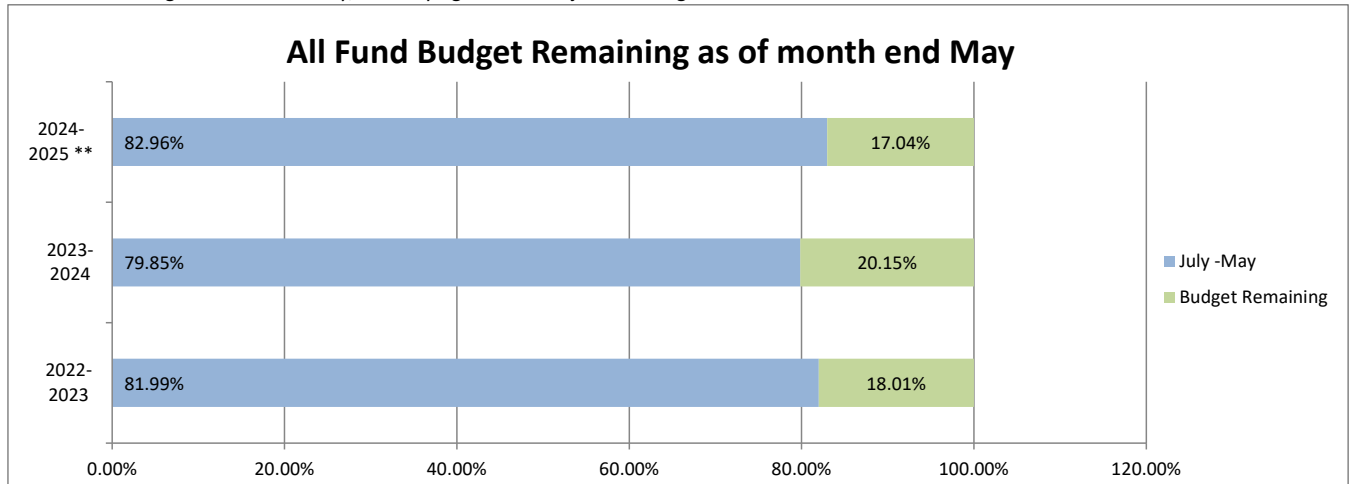
** The year to year comparison will vary due to the timing of the reversal of prior year accruals and based on timing of financial activity, monthly figures are subject to change

**EXPENDITURE COMPARISON
ALL FUNDS**

	2022-2023		2023-2024		2024-2025 **	
	\$	%	\$	%	\$	%
July	6,846,145	3.69%	9,311,625	4.58%	8,925,532	4.13%
August	18,979,577	10.22%	20,942,388	10.30%	20,436,074	9.47%
September	31,646,042	17.05%	35,122,008	17.27%	38,557,636	17.86%
October	46,123,533	24.85%	49,720,835	24.45%	54,696,951	25.34%
November	59,574,576	32.09%	64,276,579	31.61%	70,880,340	32.84%
December	73,187,172	39.43%	78,945,654	38.82%	87,062,371	40.33%
January	96,054,702	51.75%	102,672,354	50.49%	112,978,978	52.34%
February	108,872,180	58.65%	118,252,837	58.15%	128,683,130	59.61%
March	124,261,557	66.94%	132,146,998	64.98%	145,245,541	67.29%
April	137,800,461	74.24%	147,830,013	72.69%	162,196,959	75.14%
May	152,188,528	81.99%	162,388,218	79.85%	179,077,820	82.96%
June	185,336,975	99.85%	200,012,729	97.47%	0	0.00%
BUDGET	185,621,470	100.00%	203,361,619	100.00%	215,865,457	100.00%

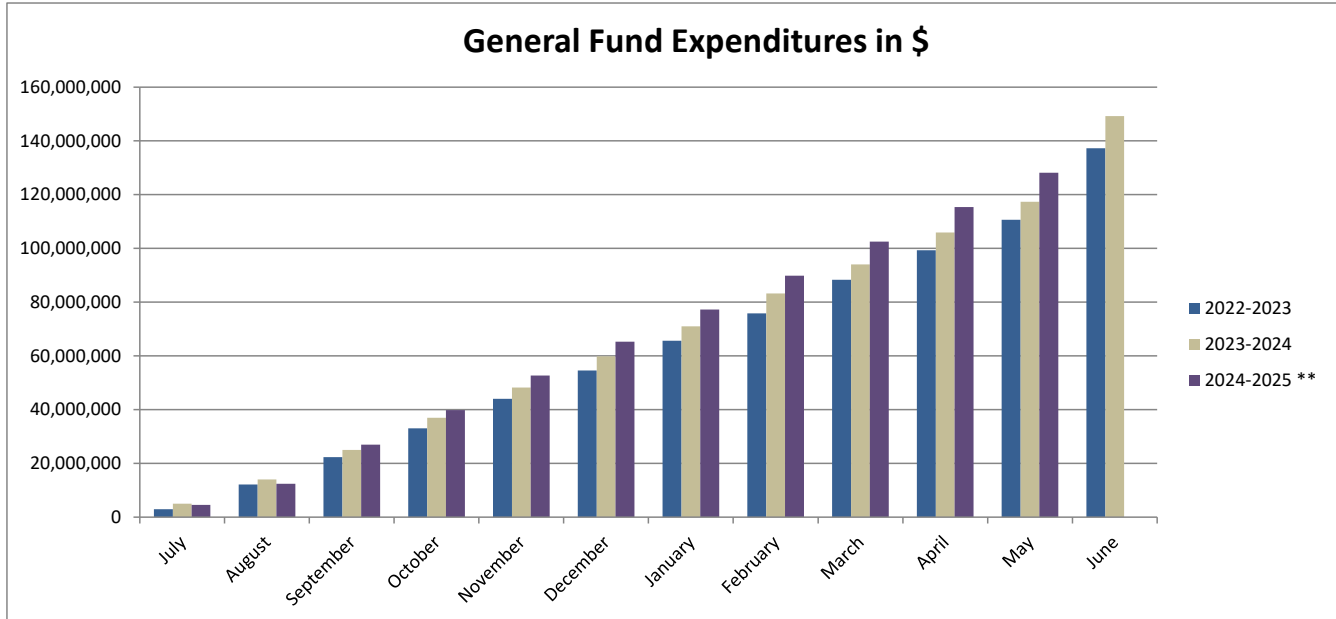


**based on timing of financial activity, monthly figures are subject to change

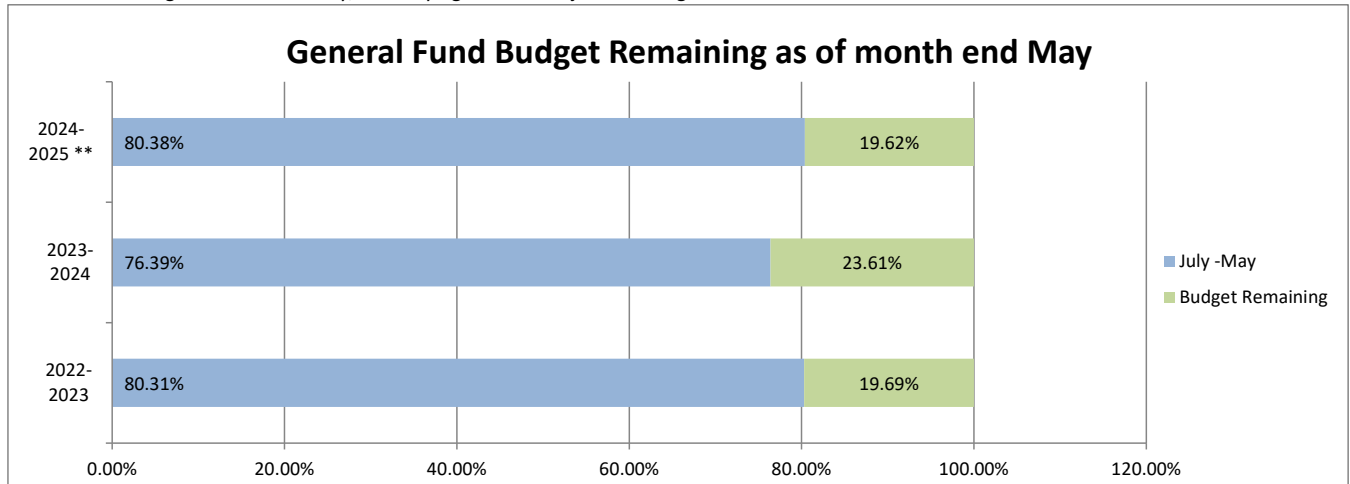


**EXPENDITURE COMPARISON
GENERAL FUND**

	2022-2023		2023-2024		2024-2025 **	
	\$	%	\$	%	\$	%
July	2,991,235	2.17%	5,034,065	3.28%	4,587,428	2.88%
August	12,150,968	8.82%	14,041,027	9.14%	12,396,981	7.77%
September	22,316,375	16.19%	24,985,208	16.27%	26,951,894	16.90%
October	33,077,014	24.00%	36,953,232	24.06%	39,837,090	24.98%
November	44,001,209	31.93%	48,220,445	31.40%	52,681,856	33.04%
December	54,594,640	39.62%	59,804,086	38.94%	65,257,054	40.92%
January	65,687,324	47.67%	70,996,511	46.23%	77,227,031	48.43%
February	75,861,166	55.05%	83,195,216	54.17%	89,828,083	56.33%
March	88,349,602	64.11%	94,048,702	61.24%	102,534,170	64.30%
April	99,274,558	72.04%	105,915,624	68.96%	115,390,145	72.36%
May	110,663,496	80.31%	117,328,149	76.39%	128,180,103	80.38%
June	137,313,387	99.64%	149,279,289	96.75%	0	0.00%
BUDGET	137,803,486	100.00%	153,581,253	100.00%	159,461,338	100.00%



**based on timing of financial activity, monthly figures are subject to change



5. Receive a Report about the Listening Session

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.5.
August 28, 2025**

To: Board of Education
From: Dr. Latanya Daniels, superintendent
Date: August 14, 2025
Re: Report about the Listening Session

Recommendation: Receive a report about the listening session scheduled on August 14, 2025.

The following speakers spoke at the Listening Session on August 14, 2025:

Name	Relationship to School District	Topic
Teresa Gómez	District Resident/Taxpayer	Listening session and proposed changes
Cathi Gunn	District Resident/Taxpayer	Listening session guidelines

6. Approve Scheduling October 29, 2025 School Board Retreat

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.6.
August 28, 2025**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Anna Werb, chair

Date: August 28, 2025

Re: Approve Scheduling a Board Retreat on October 29, 2025.

Recommendation: That the Board of Education approves scheduling a board retreat for Superintendent Transition Planning with MSBA on October 29, 2025, from 6:00 p.m. to 8:00 p.m. at Diamondhead Education Center, 200 West Burnsville Parkway in Burnsville.

7. Approve, on a Second Reading Basis, Changes to Policy 524:
Personal Electronic Communication Devices Including Cell Phones

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.7.
August 28, 2025**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Dr. Chris Bellmont, assistant superintendent

Date: August 28, 2025

Re: Approve, on a Second Reading Basis, Changes to Policy 524: *Personal Electronic Devices Including Cell Phones*

Recommendation: That the Board of Education approve, on a second reading basis, changes to Policy 524: *Personal Electronic Devices Including Cell Phones*

This policy was reviewed by the Policy Review Committee during a special meeting on July 29, 2025 and received a first reading from the school board at the Board of Education meeting held on August 14, 2025.

Summary of Changes:

- Updating the term “phone” to “personal electronic device”
- Striking in section III.E. the word “cell phone” in the first sentence

Adopted: 06/26/25

Burnsville-Eagan-Savage School District Policy 524

Reviewed: 07/29/25 PRC

Revised:

524 PERSONAL ELECTRONIC COMMUNICATION DEVICES INCLUDING CELL PHONES

I. PURPOSE

The objective of this policy is to support the school district's focus on learning in alignment with the district's mission to ignite students' passion for learning, cultivate a strong foundation of knowledge, and foster a sense of community within our schools. Possession and use of personal electronic communication devices must be regulated to ensure that such devices do not disrupt or interfere with the education process or school operations, impair the safety, welfare, and privacy of students and staff, or are used as part of an act of academic dishonesty.

II. GENERAL STATEMENT OF POLICY

To minimize the impact of personal electronic communication devices on student behavior, mental health, and academic attainment and to support school environments in which students can engage fully with their classmates, their teachers, and instruction, the school board has determined the use of personal electronic communication devices by students during school hours should be limited.

III. DEFINITIONS

- A. "Bell-to-Bell" means from when the first bell rings at the start of the school day to begin instructional time until the dismissal bell rings at the end of the academic school day. "Bell-to bell" includes lunch and time in between class periods.
- B. "Cell Phone" means a personal device capable of making calls, transmitting pictures or video, or sending or receiving messages through electronic means. The definition of cell phone includes a non-smart phone that is limited to making phone calls or text messages and a smart phone that encompasses the above features.
- C. "Cyberbullying" means bullying using technology or other electronic communication, including but not limited to a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device.
- D. "Instructional Time" means any structured or unstructured learning experiences that occur from when the first bell rings at the start of the school day until the dismissal bell rings at the end of the academic school day.
- E. "Personal Electronic Communication Device" means any personal device capable of connecting to ~~a cell phone,~~ the internet, a cellular or Wi-Fi network, or directly connects to another similar device. Personal electronic communication devices may include cell phones, wearable devices such as smart watches, personal headphones, earbuds or pods, laptops, tablets, virtual reality devices, and other personal electronic communication devices with the abovementioned characteristics.
- F. "Stored" means a cell phone or personal electronic communication device not being carried on the student's person, including not in the student's pocket. Storage options

may include, but are not limited to, in the student's backpack, in the student's locker, in a locked pouch, or in a designated place in the classroom, as determined by school administration.

IV. PERSONAL ELECTRONIC COMMUNICATION DEVICE USE AND STORAGE

A. Personal Electronic Communication Device Use

1. Elementary and Middle Schools (K-8)

- a. Students are prohibited from using personal electronic communication devices on school premises from bell-to-bell, which includes but is not limited to instructional time, lunch periods, recess, school-sponsored programs, events or activities, or any other time during the school day.
- b. All personal electronic communication devices shall be kept in designated areas and silenced.

2. High Schools (9-12)

- a. Students are prohibited from using personal electronic communication devices during instructional time, which includes the entire period of a scheduled class and other times when students are directed to report to and participate in any instructional activity.
- b. Students may wear smart or electronic watches but may not use any communication applications or features that are prohibited from use on other personal electronic communication devices and all notifications must be silenced.
- c. All personal electronic communication devices shall be kept in designated areas and silenced during instructional time. Personal electronic communication devices may be used during passing times and their scheduled lunch periods; however, such use is discouraged.

B. School-Sponsored Activities (outside of bell-to-bell school day)

School administration may establish guidelines for personal electronic communication device possession and use during off-campus school-sponsored activities, such as extracurricular activities, outdoor and service trips, and school field trips. These guidelines will be provided at pre-activity meetings, activity-specific permission slips, and by other means as appropriate in the circumstances.

V. LIMITATIONS ON USE OF AND STORAGE OF PERSONAL ELECTRONIC COMMUNICATION DEVICES

A. Limitations on Use of Personal Electronic Communication Devices

1. Personal electronic communication devices may not be used in any manner that causes or results in disruption of the educational environment or school-sponsored extracurricular activities or events or impairs or interferes with school district operations.

2. Devices, including but not limited to personal electronic communication devices, with audio, video, or photo-taking capabilities shall not be used at any time in locker rooms, bathrooms, or other locations where the presence of such devices poses an unreasonable risk to the safety, welfare, or privacy of others. Confiscation and search of such devices will occur if found in these areas.
3. The school district strongly discourages and disfavors using a device to record or photograph someone without their permission in general and it is specifically prohibited in bathrooms, locker rooms, school buses or during instructional time unless otherwise authorized by a school official.
4. Personal electronic communication devices may not be used to engage in bullying, cyberbullying, harassment, discrimination, or other activity prohibited under federal or state law or under school district policy.
5. Personal electronic communication devices shall not be used during a lockdown drill, a fire drill, or a similar safety drill.

B. Storage of Personal Electronic Communication Devices

Students shall keep their personal electronic communication devices in a secure place, such as the student's locker, a closed backpack, a storage device provided by the school, or an area designated by the classroom teacher at all times when personal electronic communication device use is prohibited.

VI. EXCEPTIONS

- A. Nothing in this policy prohibits a student from using a personal electronic communication device for a purpose documented in the student's individualized education program, a plan developed under section 504 of the Rehabilitation Act of 1973, or a health care plan in force regarding the student.
- B. A student may use a personal electronic communication device to monitor or address a health concern or medical condition upon permission granted by school administration.
- C. Students may use a personal electronic communication device when the use is necessary to respond to or report an emergency. For purposes of this policy, "emergency" means an actual or imminent threat to the health or safety of students and/or school personnel, which may result in death, bodily injury, or substantial property damage.
- D. A student may use a personal electronic communication device during a time at which use would otherwise be prohibited when the student has been granted permission from a staff member to use the device. If the school district implements a curriculum that uses technology, students may be allowed to use their own personal electronic communication devices to access the curriculum. Students who are allowed to use their own devices to access the curriculum will be granted access to any application or electronic materials when they are available to students who do not use their own devices, or provided free of charge to students who do not use their own devices for curriculum.
- E. A personal electronic communication device may be stored in student vehicles parked on school district property provided that the device is not removed from the vehicle while on school district property.

- F. Students who need to make a call may request permission to use a telephone in the building office.

VII. RESPONSE TO VIOLATIONS

If a student violates this policy, a teacher or administrator shall take the following disciplinary measures:

- A. Level 1 - The staff member / teacher will restate the expectation and direct the student to place the ~~phone~~ personal electronic device in an appropriate location.
- B. Level 2 - The staff member will work with administration. The device may be placed in the office for a period of time and/or require parent pickup. If the incident occurs in the afternoon, pickup and/or notification may not occur until the following morning. Level 2 documentation is required and additional interventions may take place per the student handbook.
- C. Level 3 - Administration will coordinate the intervention. This can include, but is not limited to, a period of time (not to exceed 45 school days) where the device may not be allowed in the school. Frequent check-ins, and/or additional interventions with staff may be implemented. Level 3 documentation is required and additional interventions may take place per the student handbook.

VIII. SCHOOL DISTRICT RESPONSIBILITY

- A. The school district is not responsible for, nor is it required to investigate, any lost, stolen, or damaged personal electronic communication devices brought onto school grounds or the bus or school-sponsored activities or events.
- B. The school board directs the superintendent and school district administration to establish additional rules and procedures regarding student possession and use of personal electronic communication devices in schools as the superintendent and school district administration find appropriate. These rules shall be consistent with this policy and other applicable school district policies. These rules and procedures should seek to minimize the impact of personal electronic communication devices on student behavior, mental health, and academic attainment. These rules and procedures may be designed for specific grade levels, or pursuant to similar criteria.
- C. If the school district has a reasonable suspicion that a student has violated a school policy, rule, or law by use of a personal electronic device, or that a device contains evidence of such a violation, a school administrator may search the device. The search will be reasonably related in scope to the circumstances justifying the search.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Stat. § 13.32 (Educational Data)
 Minn. Stat. § 121A.031 (School Student Bullying Policy)
 Minn. Stat. § 121A.73 (School Cell Phone Policy)
 Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
 Minn. Stat. § 125B.15 (Internet Access for Students)
 Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)

29 U.S.C. § 794 (Nondiscrimination under Federal Grants and Programs)

Cross References: ~~MSBA/MASA Model~~ [Burnsville Eagan-Savage School District](#) Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
~~Burnsville Eagan-Savage School District~~ ~~MSBA/MASA Model~~ Policy 406 (Public and Private Personnel Data)
~~Burnsville Eagan-Savage School District~~ ~~MSBA/MASA Model~~ Policy 506 (Student Discipline)
~~Burnsville Eagan-Savage School District~~ ~~MSBA/MASA Model~~ Policy 514 (Bullying Prohibition Policy)
~~Burnsville Eagan-Savage School District~~ ~~MSBA/MASA Model~~ Policy 515 (Protection and Privacy of ~~Pupil Student~~ Records)
~~Burnsville Eagan-Savage School District~~ ~~MSBA/MASA Model~~ Policy ~~524-634~~ (Internet, ~~and~~ Technology, ~~and~~ Cell Phone ~~Acceptable Use and Safety~~ Policy) [Away for the Day \(www.awayfortheday.org\)](#)
 MASSP/MESPA, *The Cell Phone Toolkit* (July 2024)

8. Approve, on a Second Reading Basis, New Regulations for Policy 524:
Personal Electronic Communication Devices Including Cell Phones

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.8.
August 28, 2025**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Dr. Chris Bellmont, assistant superintendent

Date: August 28, 2025

Re: Approve, on a Second Reading Basis, New Regulations for Policy 524: *Personal Electronic Devices Including Cell Phones*

Recommendation: That the Board of Education approve, on a second reading basis, Regulations for Policy 524: *Personal Electronic Devices Including Cell Phones*

Summary:

These regulations were reviewed by the Policy Review Committee during a special policy meeting on July 29, 2025 and passed, on a first reading basis, at the regular Board of Education Meeting on August 14, 2025.

- Earlier this spring the school board adopted Policy 524 with the recommendation that a set of regulations be established to help teachers and administrators effectively implement the new policy.
- The regulations have been designed to give more detail and clarity to the policy, but allow for the variability that naturally occurs during a school day.
- Surveys and data collection will occur in the first few months of implementation to help determine that the policy and regulations are being implemented effectively and equitably.

524R - Implementation of Personal Electronic Devices During the School Day

I. Statement of Purpose

The purpose of this regulation is to establish clear guidelines for the use of personal electronic devices, including cell phones, by students during the bell-to-bell school day. Policy 524 calls on the school district to “focus on learning in alignment with the district’s mission to ignite students’ passion for learning, cultivate a strong foundation of knowledge, and foster a sense of community within our schools.” To reach this goal, we must ensure a focused learning environment, minimize distractions, and promote responsible digital citizenship. This regulation aims to balance the educational benefits and convenience of technology with the need to maintain an orderly and effective instructional setting. Responses to behaviors are intended to inform, and not limit, information that appears in the annual student handbook.

II. Reminders for Students and Families

- 1. Student Responsibility:** Students are solely responsible for the security and care of their personal electronic communication devices. The school district is not responsible for lost, stolen, or damaged personal electronic communication devices.
- 2. Storage During Prohibited Times:** During times when personal electronic communication devices are prohibited, students are expected to keep their devices turned off or silenced and stored in a backpack/handbag, locker, or other secure location out of sight.
- 3. Policy 524 Information:** Students and families can find the full policy on our District’s website. Guidelines and reminders to students will be posted in newsletters, in classrooms and in the main office.
- 4. Expectation Reviews for Students:** A review of expectations related to Policy 524 will be shared with all homeroom, advisory, or similar classes at the start of the year and on the first day back to school after each extended break - Fall, Winter, and Spring.

III. Roles, Responsibilities, and Responses to Violations

Response Level	General description of behavior	Administrator	Caregiver	Student	Teacher
0 - Baseline	Student is observed consistently adhering to expectations as described by policy 524.	Lead schoolwide efforts to proactively inform all members of the community of Policy 524 and the student handbook.	Be aware of Policy 524 and the student handbook. Seek clarification as needed. Talk with student about expectations and support them with proactive planning.	Be aware of Policy 524 and the student handbook. Seek clarification as needed. Interact with expectations and plan to support them.	Partner with administration to communicate with students and families expectations including Policy 524 and student handbook.
1 - Warning	Student reasonably demonstrates that they are not adhering to expectations as described by policy 524.	Be available to teacher and student, as needed, through Tier 1 active supervision and teaming.	Be available to the teaching staff and student, as needed, through typical communication processes.	Immediately comply with the teacher's request. Reset back to baseline in the short and long term with the expectations being to fully function at a baseline regarding policy 524 and the student handbook.	Remind student of expectations and direct them to place device in an appropriate location. Instruct student that if there isn't compliance with the warning, the response level will escalate to a Level 2 Response. If this occurs more than one time, complete a Level 2 documentation in Educlimber for each instance.

2 - Additional Supports	Student demonstrates that, despite teacher warning, they are not adhering to expectations as described by policy 524.	Partner with the teacher on a response and help facilitate the intervention. The device may be placed in the office with a required parent pickup.	Respond to the administrator and/or teacher-initiated interventions. Be available, in partnership, with the school.	Work with staff and family to change behavior habits in the short and long term with the expectations being to fully function at a baseline regarding policy 524 and the student handbook.	Partner with school administration. Complete a Level 2 documentation in Educlimber or a Level 3 referral in Synergy.
3 - Intensive Intervention	Student demonstrates that, despite prior interventions, that they are not in compliance with expectations as described by policy 524.	Organize and facilitate the intervention. The device may be stored in a non-instructional space for an extended period of time (not to exceed 45 school days). Meetings with family will occur. Additional interventions may be implemented according to the student handbook.	Respond to the administrator and/or teacher-initiated interventions. Be available, in partnership, with the school. Work with additional family and school supports as necessary to help change the trajectory of the behaviors.	Work with staff and family to change behavior habits in the short and long term with the expectations being to fully function at a baseline regarding policy 524 and the student handbook.	Communicate with school administration. Complete a Level 3 or 4 referral in Synergy.

IV. Review and Revision

This regulation will be reviewed periodically by school administration and staff to ensure its effectiveness and relevance. Revisions will be made by the school board to adapt to changes in technology, educational practices, or community needs.

9. Approve, on a Second Reading Basis, changes to Policy 634:
Electronic Technologies Acceptable Use

100

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.9.
August 28, 2025**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Dr. Chris Bellmont, assistant superintendent

Date: August 28, 2025

Re: Approve, on a Second Reading Basis, Changes to Policy 634: *Electronic Technologies Acceptable Use*

Recommendation: That the Board of Education approve, on a second reading basis, changes to Policy 634: *Electronic Technologies Acceptable Use*.

Summary of Changes:

This policy was reviewed by the Policy Review Committee on June 17, 2025 and passed, on a first reading basis at the regular meeting of the Board of Education on August 14, 2025.

- With the adoption of Policy 524, updates have been made to remove the cell phone section

Adopted: 9/23/2021

Burnsville-Eagan-Savage School District Policy 634

Reviewed: ~~02/27/2025~~ PRC 6/17/25

Revised: 03/13/2025

Rescinds: IIBG and IIBG-E, 524

634 INTERNET, ~~AND~~ TECHNOLOGY, ~~AND CELL PHONE~~ ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding student and employee access to the school district computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources. The school district expects that faculty will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

III. LIMITED EDUCATION PURPOSE

The school district is providing students and employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

IV. DEFINITIONS

- A. The term "Electronic Technologies" includes, but is not limited to, computer hardware and software, operating systems, web-based information and applications, telephones and other telecommunications equipment, video and multimedia equipment, information kiosks, and office products such as copiers and printers.
- B. The term "District Network" includes any equipment or interconnected system or

subsystem that is used in the acquisition, storage, manipulation, management, movement, control, display, switching, transmission, or reception of data or information. The District Network is inclusive of all infrastructure necessary to provide and manage systems including but not limited to internet access, data, telecommunications, and wifi.

- C. The term “user” refers to any person using the District’s electronic technologies or network.

V. USE OF SYSTEM IS A PRIVILEGE

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

VI. SECURITY

- A. The District has a cybersecurity program which maintains appropriate levels of access to District information and resources. Security practices apply to all users and for all District operations and activities. Unauthorized access, use, transfer, distribution, compromise or change of District data by any employee, student, or any other individual, may result in disciplinary action, which may include a recommendation for termination and other legal action. In order to effectively implement this policy, the District will:
 1. Implement standards and procedures to effectively manage and provide necessary access to District data, while at the same time ensuring, to the extent possible, the confidentiality, integrity, and security.
 2. Maintain an information security program based on risk assessment that follows relevant best practices in the field of information security.
 3. Provide processes for evaluating and vetting software that interfaces with District data, including processes for evaluating third parties and their security practices.

VII. UNACCEPTABLE USES

- A. While not an exhaustive list, the following uses of the school district system and Internet resources or accounts are considered unacceptable:
 1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit, or distribute:
 - a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;

- b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
 - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
 - d. information or materials that could cause damage or danger of disruption to the educational process;
 - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.
4. Users will not use the school district system to engage in political campaigning.
5. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.
6. Users will not use external proxy servers or other means of bypassing the district's internet content filter or security measures.
7. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.
8. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

- a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).
- b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:
 - (1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or
 - (2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.
- c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as “Facebook,” “Twitter,” “Instagram,” “Snapchat,” “TikTok,” “Reddit,” and similar websites or applications.

- 9. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person’s account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.
- 10. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person’s property without the

person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.

11. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.
 12. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.
- B. The school district has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations may include, but are not limited to, serious or severe bullying or harassment targeting particular individuals, threats aimed at teachers or other students, failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities, and breaches of school security devices. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.
- C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.
- D. The District does not support personal equipment. Users will not attach any personal equipment or install software on any District-owned systems. Users may use personal devices on the District's guest WIFI.

VIII. FILTER

- A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will use best efforts and industry standard approaches to block or filter Internet access to any visual depictions that are:
1. Obscene;
 2. Child pornography; or
 3. Harmful to minors.
- B. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that:
1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
 2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
 3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
- C. Access to chat rooms, discussion boards, school-issued email and other forms of direct electronic communications are limited to applications approved by the District and/or hosted within the District domain for the safety and security of minors. Access to communication tools may be adjusted based on student age.
- D. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
- E. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.
- F. The District is obligated to monitor and/or review filtering activities.
- G. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

IX. CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of the school district computer system and use of the Internet shall be consistent with school district policies and the mission of the school district.

X. LIMITED EXPECTATION OF PRIVACY

- A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.
- B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.
- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- D. Parents may have the right at any time to investigate or review the contents of their child's files and e-mail files in accordance with the school district's Protection and Privacy of Pupil Records Policy.
- E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure, or discovery under Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act).
- F. It is recommended that electronic mail contain a confidentiality notice, similar to the following:

If the information in this email is related to an individual or student, it may be private data under state or federal privacy law. This individual private data should not be reviewed, distributed or copied by any person other than the intended recipient(s), unless otherwise permitted under law. If you are not the intended recipient, any further review, dissemination, distribution, or copying of this electronic communication or any attachment is strictly prohibited. If you have received an electronic communication in error, you should immediately delete it from your system.
- G. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

XI. INTERNET USE AGREEMENT

- A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents, and employees of the school district.
- B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.
- C. By using the district's internet and technology resources, users accept the terms of this policy.

XII. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on school district diskettes, tapes, hard drives, or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

XIII. USER NOTIFICATION

- A. All users shall be notified of the school district policies relating to Internet use.
- B. This notification shall include the following:
 - 1. Notification that Internet use is subject to compliance with school district policies.
 - 2. Disclaimers limiting the school district's liability relative to:
 - a. Information stored on school district diskettes, hard drives, or servers.
 - b. Information retrieved through school district computers, networks, or online resources.
 - c. Personal property used to access school district computers, networks, or online resources.
 - d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.

3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
4. Notification of password ownership and password protection procedures.
5. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
6. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.
7. Notification that student email addresses may be provided to District-approved third-party providers for access to educational tools and content.
8. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by Public and Private Personnel Data Policy, and Protection and Privacy of Pupil Records Policy.
9. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
10. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

XIV. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

- A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.
- B. Parents will be notified that their students will be using school district resources/accounts to access the Internet.

XV. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

- A. "Technology provider" means a person who:
 1. contracts with the school district, as part of a one-to-one program or otherwise, to provide a school-issued device for student use; and

2. creates, receives, or maintains educational data pursuant or incidental to a contract with the school district.
- B. “Parent” means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.
- C. Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student’s educational data. The notice must:
1. identify each curriculum, testing, or assessment technology provider with access to educational data;
 2. identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and
 3. include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student’s educational data.
- D. The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.
- E. A contract between a technology provider and the school district must include requirements to ensure appropriate security safeguards for educational data. The contract must require that:
1. the technology provider’s employees or contractors have access to educational data only if authorized; and
 2. the technology provider’s employees or contractors may be authorized to access educational data only if access is necessary to fulfill the official duties of the employee or contractor.
- F. All educational data created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a public educational agency or institution are not the technology provider’s property.

XVI. SCHOOL-ISSUED DEVICES

- A. “School-issued device” means hardware or software that the school district, acting independently or with a technology provider, provides to an individual student for that student’s dedicated personal use. A school-issued device includes a device issued through a one-to-one program.

- B. Except as provided in paragraph C, the school district or a technology provider must not electronically access or monitor:
1. any location-tracking feature of a school-issued device;
 2. any audio or visual receiving, transmitting, or recording feature of a school-issued device; or
 3. student interactions with a school-issued device, including but not limited to keystrokes and web-browsing activity.
- C. The school district or a technology provider may only engage in activities prohibited by paragraph B if:
1. the activity is limited to a noncommercial educational purpose for instruction, technical support, or exam-proctoring by school district employees, student teachers, staff contracted by the school district, a vendor, or the Minnesota Department of Education, and notice is provided in advance;
 2. the activity is permitted under a judicial warrant;
 3. the school district is notified or becomes aware that the device is missing or stolen;
 4. the activity is necessary to respond to an imminent threat to life or safety and the access is limited to that purpose;
 5. the activity is necessary to comply with federal or state law, including but not limited to Minnesota Statutes section 121A.031; or
 6. the activity is necessary to participate in federal or state funding programs, including but not limited to the E-Rate program.
- D. If the school district or a technology provider interacts with a school-issued device as provided in paragraph C, clause 4, it must, within 72 hours of the access, notify the student to whom the school-issued device was issued or that student's parent and provide a written description of the interaction, including which features of the device were accessed and a description of the threat. This notice is not required at any time when the notice itself would pose an imminent threat to life or safety, but must instead be given within 72 hours after that imminent threat has ceased.

XVII. PERSONAL DEVICE ACCESS

- A. Personal Devices may be used only on the district's guest WIFI and must abide by the district's Acceptable Use Policy.
- B. Personal devices may not be connected to other networks besides public WIFI and may not be connected to any district equipment.

- C. Though guests may use their personal devices and expect some aspects of privacy, use of our network and systems have the following expectations:
1. **Use at your own risk.** Use of the Burnsville-Eagan-Savage District 191 network is at the device owner's discretion and therefore Burnsville Public Schools is not responsible for any loss, damage or adverse effects that may occur to a device while on our network.
 2. **The District 191 network is filtered.** Known inappropriate and/or malicious sites, and many non-instructional sites, are blocked. Use of the district network and systems requires that owners of personal devices adhere to legal and ethical conduct, and refrain from attempting to access blocked content.
 3. **Expectation of privacy.** Access to the contents of a personal devices is governed by local and federal laws. However, while accessing The District 191 network, systems and buildings, there is not a right to privacy of any content, and as such, may be monitored for inappropriate or illegal activities.
 4. **District 191 reserves the right to maintain records of usage.** Burnsville-Eagan-Savage District 191 immediately terminates the privilege to use its network should it become aware that the network is being used for inappropriate or illegal activities. The district reserves the right to take appropriate action in the event inappropriate or illegal activities are discovered on our systems or network.

XVIII. CELL PHONE USE

~~— The school board directs the superintendent and school district administration to establish rules and procedures regarding student possession and use of cell phones in schools. These rules and procedures should seek to minimize the negative impact of cell phones on student behavior, mental health, and academic attainment. These rules and procedures may be designed for grades K-5, 6-8, 9-12 and special programs.~~

~~— If the school district has a reasonable suspicion that a student has violated a school policy, rule, or law by use of a cell phone or other electronic communication device, the school district may search the device. The search of the device will be reasonably related in scope to the circumstances justifying the search.~~

~~— Students who use an electronic communication device during the school day and/or in violation of school district policies may be subject to disciplinary action pursuant to the school district's discipline policy. In addition, a student's cell phone or electronic communication device may be confiscated by the school district and, if applicable, provided to law enforcement. Cell phones or other electronic communication devices that are confiscated and retained by the school district will be returned in accordance with school building procedures.~~

XVIII. LIMIT ON SCREEN TIME FOR CHILDREN IN PRESCHOOL AND KINDERGARTEN

A child in a publicly funded preschool or kindergarten program may not use an individual-use screen, such as a tablet, smartphone, or other digital media, without engagement from a teacher or other students. This section does not apply to a child for whom the school has an individualized family service plan, an individualized education program, or a 504 plan in effect.

~~XIX~~. IMPLEMENTATION; POLICY REVIEW

- A. The school district administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.
- B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.
- C. The school district Internet policies and procedures are available for review by all parents, guardians, staff, and members of the community.
- D. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

~~XXI~~. LIABILITY

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including but not limited to, loss, damage, or unavailability of data stored on school district diskettes, tapes, hard drives, or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the internet.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Stat. § 13.32 (Educational Data)
 Minn. Stat. § 121A.031 (School Student Bullying Policy)
 Minn. Stat. § 121A.73 (School Cell Phone Policy)
 Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
 Minn. Stat. § 125B. 15 (Internet Access for Students)
 Minn. Stat § 125B.26 (Telecommunications/Internet Access Equity Act)
 15 U.S.C § 6501 *et seq.* (Children's Online Privacy Protection Act)
 17 U.S.C § 101 *et seq.* (Copyrights)

47 U.S.C § 254 (Children’s Internet Protection Act of 2000 (CIPA))
 20 U.S.C § 6751 et se. (Enhancing Education Through Technology Act of 2001)
 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
 47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Mahanoy Area Sch. Dist. v. B.L., 594 U.S. 180, 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969)
States v. American Library Association, 539 U.S. 194 (2003)
Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, 894 F.Supp.2d 1128 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W. 2d 811 (Minn. App. 2011) aff’d on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee’s Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)
Layshock v. Hermitage Sch. Dist., 650 F.3d 205 (3rd Cir. 2011)
JS v. Bethlehem Area Sch. Dist., 807 A.2d 847 (Pa. 2002)

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 422 (Policies Incorporated by Reference)
 Burnsville-Eagan-Savage School District Policy 498 (Political Campaign & Activities)
 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 506 (Student Discipline)
 Burnsville-Eagan-Savage School District Policy 514 (Bullying Prohibition Policy)
 Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)
 Burnsville-Eagan-Savage School District Policy 519 (Interviews of Students by Outside Agencies)
 Burnsville-Eagan-Savage School District Policy 521 (Student Disability Nondiscrimination)
 Burnsville-Eagan-Savage School District Policy 522 (Student Sex Nondiscrimination)
[Burnsville-Eagan-Savage School District Policy 524 \(Personal Electronic Communication Devices Including Cell Phones\)](#)
 Burnsville-Eagan-Savage School District Policy 603 (Curriculum Development)
 Burnsville-Eagan-Savage School District Policy 604 (Instructional Curriculum)
 Burnsville-Eagan-Savage School District Policy 606 (Textbooks and Instructional Materials)
 Burnsville-Eagan-Savage School District Policy 622 (Copyright Policy)
 Burnsville-Eagan-Savage School District Policy 806 (Emergency Operations Policy)

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

10. Approve, on a First and Final Reading, Non-Substantive Changes to
Policy 506: *Student Discipline*

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

**Agenda IV.A.10.
August 28, 2025**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Dr. Chris Bellmont, assistant superintendent

Date: August 28, 2025

Re: Approve, on a First and Final Reading, Non-Substantive Changes to Policy 506:
Student Discipline

Recommendation: That the Board of Education approve, on a first and final reading, non-substantive changes to Policy 506: *Student Discipline*

This policy was reviewed by the Policy Review Committee during the August 19, 2025 Policy Review Committee.

Summary of Changes:

- Updates to references
- Correction of policy numbers

Adopted: 5/04
 Reviewed: 09/12/2024 PRC 8/19/25
 Revised: 09/26/2024
 Rescinds: JFC

Burnsville-Eagan-Savage School District Policy 506

506 STUDENT DISCIPLINE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

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

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

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

III. DEFINITIONS

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

IV. POLICY

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

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

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

V. AREAS OF RESPONSIBILITY

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.
- C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent bodily harm or death to the student or another. A principal shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. A teacher, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent bodily harm or death to the student or another. A teacher shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.
- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or another. A school employee, which does not include a school resource officer, shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.
- For the purpose of Minnesota Statutes, section 121A.582 (Student Discipline; Reasonable Force), a school resource officer, as defined in Minnesota Statutes, section 626.8482, subdivision 1, paragraph (c) is not a school employee or agent of the district.
- F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.
- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

I. Reasonable Force Reports

1. The school district must report data on its use of any responsible force used on a student with a disability to correct or restrain the student to prevent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).
2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).
3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

VI. STUDENT RIGHTS

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

VII. STUDENT RESPONSIBILITIES

All students have the responsibility:

- A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;
- B. To attend school daily, except when excused, and to be on time to all classes and other school functions;
- C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;
- D. To make necessary arrangements for making up work when absent from school;
- E. To assist the school staff in maintaining a safe school for all students;

- F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;
- G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;
- H. To be aware of and comply with federal, state, and local laws;
- I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;
- J. To respect and maintain the school's property and the property of others;
- K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;
- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- M. To conduct themselves in an appropriate physical or verbal manner; and
- N. To recognize and respect the rights of others.

VIII. CODE OF STUDENT CONDUCT

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.
 - 1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and

- entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
2. The use of profanity or obscene language, or the possession of obscene materials;
 3. Gambling, including, but not limited to, playing a game of chance for stakes;
 4. Violation of the school district's Hazing Prohibition Policy;
 5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
 6. Violation of the school district's Student Attendance Policy;
 7. Opposition to authority using physical force or violence;
 8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco- and Smoke-Free Environment Policy.
 9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
 10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);
 11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
 12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
 13. Violation of the school district's Weapons Policy;
 14. Violation of the school district's Violence Prevention Policy;
 15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;

16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
19. Violation of any local, state, or federal law as appropriate;
20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
21. Violation of the school district's Electronic Technologies Acceptable Use Policy;
22. Use of a cell phone in violation of the school district's ~~Internet Acceptable Use and Safety Policy~~ Personal Electronic Communication Devices Including Cell Phones;
23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;
28. Possession or distribution of slanderous, libelous, or pornographic materials;

29. Violation of the school district's Bullying Prohibition Policy;
30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a member of a protected group or which connotes gang membership;
31. Criminal activity;
32. Falsification of any records, documents, notes, or signatures;
33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of electronic devices or other technology to accomplish this end;
35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;
36. Violation of the school district's Harassment and Violence Policy;
37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to damage school property;
41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;

42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity or expression, or disability.
43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;
44. Violation of the school district's one-to-one device rules and regulations;
45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

IX. RECESS AND OTHER BREAKS

- A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.
- B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.
- C. The school district must not use recess detention unless:
 1. a student causes or is likely to cause serious physical harm to other students or staff;
 2. the student's parent or guardian specifically consents to the use of recess detention; or
 3. for student's receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.

- D. The school district must not withhold recess from a student based on incomplete schoolwork.
- E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.
- F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.
- G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

X. DISCIPLINARY ACTION OPTIONS

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district code of conduct, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

- A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact;
- D. Parent conference;
- E. Removal from class;
- F. In-school suspension;

- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R. Expulsion under the Pupil Fair Dismissal Act;
- S. Exclusion under the Pupil Fair Dismissal Act; and/or
- T. Restorative conversations or practices
- U. Reteaching expectations
- V. Other disciplinary action as deemed appropriate by the school district.

XI. REMOVAL OF STUDENTS FROM CLASS

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

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

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;

2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
 3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
 4. Other conduct, which in the discretion of the teacher or administration requires removal of the student from class.
- B. Prior to removing the student from the classroom, a teacher must employ response strategies, including a restatement of expectations (warning) so that the student understands that continual disruption might lead to removal from class. When the student's behavior is extreme or unsafe, an immediate removal may be warranted.
- C. Within 24 hours of the removal, the teacher who removed the student must make a good faith effort to inform the student's parent or guardian by phone or in person that the student was removed from class. A good faith effort should include, as appropriate and/or necessary, multiple attempts to contact the parent and/or guardian using a variety of communication tools including, but not limited to phone calls, email, text messages, home visits, or other contacts. Efforts should be made to use the parent's or guardian's preferred method of communication, if known. The teacher must also submit a concise, objective written explanation of the basis for the removal, using the appropriate district approved behavior documentation system.
- D. After the teacher has removed the student from class the teacher must notify the principal or designee in the appropriate district approved behavior documentation system of:
1. A record of teacher interventions and parent or guardian contacts,
 2. The basis for the removal,
 3. The interventions approved and other steps considered or taken to avoid the need for removal.
- E. When a teacher removes a student from class, the principal or designee shall follow up with teacher, student, and parent or guardian regarding next steps as it relates to the student code of conduct and the building student support plan.

XII. DISMISSAL

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

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

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

- B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;
2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

- C. Disciplinary Dismissals Prohibited

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

D. Suspension Procedures

1. “Suspension” means an action by the school administration, under rules promulgated by the school board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.
2. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.
3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the pupil's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.
4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for less than one school day, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect.

The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed.
6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statutes 123A.05 selected to allow the pupil to progress toward meeting graduation standards under Minnesota Statutes 120B.02, although in a different setting.
7. The school administration shall not suspend a student from school without an informal administrative conference with the student. Effort will be made to include parent or guardian in the administrative conference. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.
8. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, petition the

juvenile court that the student is in need of services under Minn. Stat. Ch. 260C.

9. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference.
10. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
11. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
12. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) days.

E. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.
2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian

personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56; describe the nonexclusionary disciplinary practices accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district must advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE) and is posted on its website.

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.
10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.

13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special

education status. The dismissal report must include state student identification numbers of affected students.

21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

XIII. ADMISSION OR READMISSION PLAN

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

XIV. NOTIFICATION OF POLICY VIOLATIONS

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

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

XV. STUDENT DISCIPLINE RECORDS

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

XVI. STUDENTS WITH DISABILITIES

- A. Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.
- B. Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was
 - 1. caused by or had a direct and substantial relationship to the child's disability and
 - 2. whether the child's conduct was a direct result of a failure to implement the child's IEP.
- C. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise.
- D. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.
- E. School personnel may order a change in the placement of a student with a disability for the same amount of time that a student without a disability would be subject to discipline, but not to exceed 45 school days, if a student with a disability:
 - 1. carries or possesses a weapon; or
 - 2. knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance; or
 - 3. inflicts serious bodily harm upon another person; while on school transportation, at school, on school premises, or at a school function.

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

- F. When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to

provide special education and related services during the period of expulsion or exclusion.

XVII. OPEN ENROLLED STUDENTS

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

XVIII. DISCIPLINE COMPLAINT PROCEDURE

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

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;
2. provide an opportunity for involved parties to submit additional information related to the complaint;
3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;
4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;
5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and
6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

XIX. DISTRIBUTION OF POLICY

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

XX. REVIEW OF POLICY

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
 Minn. Stat. § 120B.232 (Character Development Education)
 Minn. Stat. § 121A.26 (School Preassessment Teams)
 Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
 Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
 Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
 Minn. Stat. § 121A.58 (Corporal Punishment; Prone Restraint; And Certain Physical Holds)
 Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
 Minn. Stat. § 121A.60(Definitions)
 Minn. Stat. §§ 121A.60-121A.61 (Discipline and Removal of Students From Class)
 Minn. Stat. § 121A.611 (Recess and Other Breaks)
 Minn. Stat. § 122A.42 (General Control of Schools)
 Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)
 Minn. Stat. § 124D.03 (Enrollment Options Program)
 Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)
 Minn. Stat. Ch.125A (Special Education and Special Programs)
 Minn. Stat. § 152.22 (Definitions)
 Minn. Stat. § 152.23 (Limitations)
 Minn. Stat. Ch. 260A (Truancy)
 Minn. Stat. Ch. 260C (Juvenile Safety and Placement)
 20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education)
 29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
 34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References: Burnsville-Eagan-Savage School District Policy 105 (Equity, Access & Excellence in Education)
 Burnsville-Eagan-Savage School District Policy 413 (Harassment and Violence)
 Burnsville-Eagan-Savage School District Policy 417 (Chemical Use and Abuse)
 Burnsville-Eagan-Savage School District Policy 419 (Tobacco Free Environment)
 Burnsville-Eagan-Savage School District Policy 501 (School Weapons)
 Burnsville-Eagan-Savage School District Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
 Burnsville-Eagan-Savage School District Policy 503 (Student Attendance)
 Burnsville-Eagan-Savage School District Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
 Burnsville-Eagan-Savage School District Policy 507.5 (School Resource Officers)
 Burnsville-Eagan-Savage School District Policy 514 (Bullying Prohibition Policy)
[Burnsville-Eagan-Savage School District Policy 524 \(Personl Electronic Communication Devices Including Cell Phones\)](#)
 Burnsville-Eagan-Savage School District Policy 525 (Violence Prevention)
 Burnsville-Eagan-Savage School District Policy 526 (Hazing Prohibition)
 Burnsville-Eagan-Savage School District Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)
 Burnsville-Eagan-Savage School District Policy 610 (Field Trips)
 Burnsville-Eagan-Savage School District Policy 634 (Electronic Technologies Acceptable Use Policy)
 Burnsville-Eagan-Savage School District Policy 709 (Student Transportation Safety Policy)
 Burnsville-Eagan-Savage School District Policy 711 (Video Recording on School Buses)
 Burnsville-Eagan-Savage School District Policy 712 (Video Surveillance Other Than on Buses)

11. Approve, on a First and Final Reading, No Changes to Policy 602:
Organization of the School Calendar and School Day

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

**Agenda IV.A.11.
August 28, 2025**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Dr. Chris Bellmont, assistant superintendent

Date: August 28, 2025

Re: Approve, on a First and Final Reading, No Changes to Policy 602: *Organization of the School Calendar and School Day*

Recommendation: That the Board of Education approve, on a first and final reading, no changes to Policy 602: *Organization of the School Calendar and School Day*.

This policy was reviewed by the Policy Review Committee during the August 19, 2025 Policy Review Committee.

Summary of Changes:

- Review of MSBA Legislative Update re: Labor Day Start – no changes recommended at this time

Adopted: 4/1991 *Burnsville-Eagan-Savage School District Policy 602*
 Reviewed: ~~10/12/2023~~ PRC 8/19/25
 Revised: 10/26/2023
 Rescinds: IC, ICA & ID

602 ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. CALENDAR RESPONSIBILITY

- A. The school calendar shall be adopted by the school board. The calendar shall meet all provisions of Minnesota statutes pertaining to minimum number of minutes and other provisions of law. The school calendar shall establish student days, workshop days for staff, provide for emergency closings and other information related to students, staff, and parents.
1. The superintendent or designee shall submit a calendar recommendation for the following school year to the school board no later than November of each year.
 2. The school calendar will establish at least 170 student contact days and the contractual work days for instructional staff.
- B. Except for learning programs during summer and flexible learning year programs, the school district will not commence an elementary or secondary school year before Labor Day, except as provided in Section III.B.1., III.B.2., or III.B.3. Days devoted to teacher's workshops may be held before Labor Day.
1. The school district may begin the school year on any day before Labor Day to accommodate a construction or remodeling project of \$400,000 or more affecting a school district school facility.
 2. The school district may begin the school year on any day before Labor Day if the school district has agreement under Minnesota Statutes, section 123A.30, 123A.32, or 123A.35 with a school district that qualifies under Section III.B.1.

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

IV. SCHOOL DAY RESPONSIBILITY

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

V. E-LEARNING DAYS

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

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

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

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

B. New Business**1. Approve District Assessment Plan**

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Speaker(s): Imina Oftedahl, Director of Curriculum, Instruction, and Assessment



**Agenda IV.B.1.
August 28, 2025**

To: Board of Education
Dr. Latanya Daniels, superintendent

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

Date: August 28, 2025

Re: Approve District Assessment Program

Recommendation: That the Board of Education approves the District Assessment Program for the 2025-2026 school year.

In alignment with District Policy 614: School District Assessment Program and District Policy 613: Graduation Requirements the District Assessment, Data, and Research Coordinator will bring recommendations for a comprehensive standardized assessment program to the school board for approval. The One91 Assessment Overview 2025-2026 provides information about the district comprehensive plan.

Attachment: One91 Assessment Overview for 2025-2026



Comprehensive Assessment Plan 2024-2025

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RESOURCES

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

ASSESSMENT COMMITTEE

Purpose

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

Authority

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

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

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

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

Assumptions

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

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

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

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

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

Organization

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

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

Membership Responsibilities

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

Members

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

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

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

Jon Bonneville, Principal, William Byrne Elementary School

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

Casey Ewert, Board Certified Behavior Analyst, District 191

Jessie Bakeberg, Math Coach, Nicollet Middle School

Lyle Bomsta, Principal, Edward Neill Elementary School

Katie Salmela, District Media and Technology Specialist, District 191

Billie Retzlaff, Board Certified Behavior Analyst, District 191

ASSESSMENT OVERVIEW

Role of Assessment

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

Assessment Types

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

Classroom Formative

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

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

Universal Screening

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

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

Diagnostic

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

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

Progress Monitoring

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

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

Benchmark/Common Formative

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

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

Summative

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

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

Intended Uses

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

Unintended Consequences

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

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

ASSESSMENTS

ACCESS for ELLs/Alternate ACCESS for ELLs

Purpose

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

Description

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

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

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

Key Information

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

ACT

Purpose

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

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

Description

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

Key Information

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

CogAT

Purpose

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

Description

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

Key Information

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

FastBridge aMath

Purpose

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

Description

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

Key Information

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

FastBridge aReading

Purpose

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

Description

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

Key Information

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

FastBridge CBM Reading

Purpose

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

Description

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

Key Information

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

FastBridge earlyMath

Purpose

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

Description

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

Key Information

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

FastBridge earlyReading

Purpose

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

Description

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

Key Information

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

FastBridge mySAEBRS

Purpose

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

Description

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

Who completes mySAEBRS?

- Students in grades 2-12

How will data be used?

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

Key Information

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

FastBridge SAEBRS

Purpose

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

Description

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

Who completes my SAEBRS?

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

How will data be used?

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

Key Information

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

MCA/MTAS Math

Purpose

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

Description

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

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

Key Information

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

MCA/MTAS Reading

Purpose

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

Description

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

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

Key Information

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

MCA/Alt MCA Science

Purpose

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

Description

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

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

Key Information

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

PreACT

Purpose

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

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

Description

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

Key Information

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

PSAT/NMSQT

Purpose

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

Description

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

Key Information

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

SAT

Purpose

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

Description

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

Key Information

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

DISTRICT ASSESSMENT WINDOWS

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

FALL

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

WINTER

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

SPRING

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

SCHEDULE BY GRADE

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

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

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

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

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

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

HOURS TESTING BY GRADE

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

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

2. Approve Board Priorities for the 2026-2027 School Year

184

Speaker(s): Stacey Sovine, Executive Director of Administrative Services

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.B.2.
August 28, 2025**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Stacey Sovine, executive director of administrative services

Date: August 28, 2025

Re: Approving Board programming and staffing retention priorities for the 2026-2027 School Year

Recommendation: That the Board of Education approves for the 2026-2027 school year, the proposed programming priorities and staffing retention protections and their qualifying criteria in the following areas:

PROGRAMMING PRIORITIES AND STAFFING RETENTION PROTECTIONS	QUALIFYING CRITERIA
Retain the staff, at their 2025-2026 total FTE, who teach Chef 2, Chef 3, and Hospitality Internship (Culinary Pathway) courses that are approved by the site administrator for the 2026-2027 school year schedule.	Current MN teaching license, vocational license, SafeSchools certified, ProStart trained, credentialed by partnering post-secondary institution for the 2026-2027 school year schedule.
Retain the staff, at their 2025-2026 total FTE, who teach Project Lead the Way (PLTW + Engineering Pathway) courses that are approved by the site administrator for the 2026-2027 school year schedule.	Current MN teaching license in the areas under STEM and specialized PLTW certification for the 2026-2027 school year schedule.
Retain the staff, at their 2025-2026 total FTE, who teach Concurrent Enrollment courses that are approved by the site administrator for the 2026-2027 school year schedule.	Current MN teaching license, additional post-graduate education, and credentialed by partnering post-secondary institution for the 2026-2027 school year schedule.
Retain the staff, at their 2025-2026 total FTE, who teach Healthcare Core, Nursing Assistant, and EMT (Healthcare Pathway) courses that are approved by the site administrator for the 2026-2027 school year schedule.	Current MN teaching license, meet all requirements of MDE and MDH, and credentialed by partnering post-secondary institution for the 2026-2027 school year schedule.
Retain the staff, at their 2025-2026 total FTE, who teach CTE Eligible courses that are approved by the site administrator for the 2026-2027 school year schedule.	Current MN teaching license and CTE license for the 2026-2027 school year schedule.
Retain the staff, at their 2025-2026 total FTE, who teach Education Pathway courses that are approved by the site administrator for the 2026-2027 school year schedule.	Current MN teaching license, post-graduate coursework, training in the Pathways2Teaching program with Dr. Bianco through University of Colorado - Denver, credentialed by partnering post-secondary institution for the 2026-2027 school year schedule.
Retain the staff, at their 2025-2026 total FTE, who teach AP Computer Science, Mobile CS Principles, AP Mobile CS Principles, Computer Applications (IT Pathway) courses that are approved by the site administrator for the 2026-2027 school year schedule.	Current MN teaching license and documented training in the specific area of computer science and programming, credentialed by partnering post-secondary institution for the 2026-2027 school year schedule.
Retain the staff, at their 2025-2026 total FTE, who teach Welding/Autobody, Intro to Consumer Auto, Advanced Auto/Vehicle Services (Automotive Pathway) courses that are approved by the site administrator for the 2026-2027 school year schedule.	Current MN teaching license and specific training, Automotive Service Excellence (ASE) certified, credentialed by partnering post-secondary institution for the 2026-2027 school year schedule.

Retain the staff, at their 2025-2026 total FTE, who teach Construction Trades I and II (Construction Pathway) courses that are approved by the site administrator for the 2026-2027 school year schedule.	Current MN teaching license and credentialed by partnering post-secondary institution for the 2026-2027 school year schedule.
Retain the staff, at their 2025-2026 total FTE, who are TOSA's identified as Deans that are approved by the site administrator for the 2026-2027 school year staffing.	Current MN K-12 Principal or Secondary Principal license and 3 years of building level Dean experience during the 2026-2027 school year schedule.

BE IT FURTHER RESOLVED THAT: Staffing retention protection aligns with the district 191 strategic plan and are for traits such as unique specialized training, external certifications or licenses, language proficiency, and recruitment and retention of teachers and administrators with diverse racial and ethnic backgrounds. The staffing retention protections do not limit the board's ability to determine the programs, functions, overall budget, utilization of technology, organization structure, selection of personnel, ability to discipline and the direction and number of personnel.

3. Approve Superintendent Goals for 2025-2026 School Year

187

Speaker(s): Anna Werb, Board Chair

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.B.3.
August 28, 2025**

To: Board of Education

From: Anna Werb, board chair

Date: August 28, 2025

Re: Approve Superintendent Goals for 2025-2026 School Year

Recommendation: That the Board of Education approve the Superintendent Goals for the 2025-2026 School Year.

Attachment: Draft - Superintendent Goals 2025-2026

Proposed Superintendent Goals for 2025-26

Communication and Community Engagement Goal (Community Partnerships and Engagement)

Goal: Foster a culture of transparency, trust and collaboration by establishing consistent channels of communication with stakeholders and engaging the broader school community through meaningful dialogue and outreach initiatives

Key Objectives:

- Conduct listening sessions with families and community partners to understand perspectives and establish accessibility
- Launch a communications mechanism (newsletter, district website updates, etc.) to share updates, decisions and achievements regularly
- Implement structured opportunities for stakeholders to provide input on district initiatives and priorities
- Continue to highlight stories, voices and accomplishments of students, teachers and families to build a shared sense of community and pride in One91
- Develop relationships with Burnsville-Eagan-Savage city officials to underscore support and willingness to partner
- Continue partnerships with community partners and organizations

School District Operations Goal (Operations and Management)

Goal: Establish a facilities management plan that ensures safe, functional, and future-ready learning environments through proactive planning, transparent budgeting and stakeholder engagement and collaboration

Key Objectives:

- Review the current LTFM plan to determine the needs of buildings
- Work with the ~~Administrative Services Director~~ Executive Leadership Team to identify a consultant and team to plan and prioritize the work over the next 3 to 5 years
- Align budgetary and personnel resources to the execution of the plan
- Determine the next School name-change process, etc.

Teaching and Learning Goal

Goal: Establish a district-wide culture of collaborative leadership and instructional excellence by building trusting relationships, aligning strategic priorities and fostering continuous improvement across all levels of District One91 in the first 12 months

Key Objectives:

- Conduct listening sessions with directors, principals, staff, students, families and community partners to identify strengths and opportunities
- Analyze academic and demographic data to inform strategic planning and resource allocation
- Facilitate monthly leadership professional development focused on effective communication, instructional leadership and equity-driven practices
- Work with the school board and leadership team to update or create a district strategic plan that reflects current needs and vision
- Assess and launch initiatives aimed at ensuring equitable access to learning opportunities and culturally responsive practices district-wide

Climate and Culture Goal

Goal: Foster a culture of transparency, trust and collaboration by establishing consistent channels of communication with stakeholders and engaging the broader school community through meaningful dialogue and outreach initiatives

Key Objectives:

- Conduct listening sessions with directors, principals, staff, students, families and community partners to understand perspectives and establish accessibility
- Meet with the BEA President **bi-monthly** to build a collaborative relationship and **meet with the other district bargaining unit leaders on an annual basis to stay connected and informed.**
- Implement structured opportunities for stakeholders to provide input on district initiatives and priorities
- Continue to highlight stories, voices and accomplishments of students, teachers and families to build a shared sense of community, trust and pride in One91

4. Approve Board Planning Document for the 2025-2026 School Year

191

Speaker(s): Anna Werb, Board Chair



**Agenda IV.B.4.
August 28, 2025**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Anna Werb, board chair

Date: August 28, 2025

Re: Approve Board Planning Document for the 2025-2026 School Year

Recommendation: That the Board of Education approve the Board Planning Document for the 2025-2026 school year.

	July	August	September	October	November	December	January	February	March	April	May	June					
Election	Post Candidate Filing on website (even years)	Candidate Filing (even years)	Information Session for Board candidates (even years)		General Election (even years) Board meeting to canvass election (even years) Issue certificates of election. (even years)	Adopt a resolution combining precincts	Elected Board members start on the First Monday in January (odd years). Ceremonial Oath of Office in January (odd years) Transition Planning & Notifications to collaborative organizations (Chamber, 917, Foundation 191 etc)					Odd years or when needed: Adopt a resolution calling the election					
Student Performance and Achievement Committee			Strategic Roadmap Overview Report	Kindergarten Literacy and Achievement & Integration Report			Literacy Updates		Addressing Disparities: Academic, Multilingual, Discipline/Exclusion	College and Career Readiness Graduation Rates	Annual Innovation Report	WBWF-Read Well / READ Act Implementation Voices: Staff, Parent, Student					
Annual Events		Night to Unite Review the Board Planning Document in a Work Session	Burnsville Festival and Fire Muster Gate Greeters and Parade	Read for the Record Burnsville High School Hall of Fame			Reorganize the Board Board committee assignments Board Transition Details - emails,contact info, web updates etc	Committees commence Activities during "I Love to Read" month		Community of Excellence Awards	Employment Retirement Celebration Native American Feather Ceremony and SOTR Powwow Foundation 191 Scholarships AVID	Graduation Celebrations: BEST BAHS BHS ABE Dan Patch Days Parade					
READ Act Updates		Preliminary report to the board			Quarterly report to the board			Quarterly report to the board			Quarterly report to the board	Summary report to the board					
Negotiations State CBU Statutes, Guiding Values,Directions/Principles and sample proposal from most recent negotiations, District Negotiations, Site Link	Bargaining Units begin to contact the district to begin negotiations process.						Placeholder for odd years: Board Receives Report on FY26? Budget Assumptions and parameter options	Placeholder on Meetings for Odd Years: Negotiations Strategy		Antipated notification from Collective Bargaining Units to begin negotiations							
Joint Meetings/Sessions w/ Local Authorities	Security meetings held with the local police and fire departments held every 3-4 years or as needed.		Joint Meetings with the City of Burnsville are held every 1-2 years.														
	Notes: 1. Placeholder term means that the related item may have some flexibility in when they are addressed by the board.																

5. Approve Casual Wage Scale

195

Speaker(s): Stacey Sovine, Executive Director of Administrative Services



**Agenda IV.B.5.
August 28, 2025**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Stacey Sovine, executive director of administrative services

Date: August 28, 2025

Re: Seasonal, Casual and Temporary Employee Pay Rates for the 2025-2026 School Year

RECOMMENDATION: That the Board of Education approves the proposed rates of pay for the 2025-2026 school year.

Discussion:

The following rates of pay and stipend amounts are both fiscally responsive and competitive with surrounding districts. Most rates have remained flat. However, hourly amounts for different substitute positions are becoming increasingly more difficult to fill with the current job market requiring an adjustment.

Attachment: Casual Wage Scale

GENERAL	2025 / 2026	Effective:	7/1/2025
Adapted Athletic Facil.	\$ 1,937.00		196
Awards Coordinator	\$ 474.00		
BHS Graduation Coordinator	\$ 1,326.00	\$ 2,500.00	
Boxing Club Stipend	\$ 2,300.00		
Burnsville Strong Advisor (Lead)	\$ 2,800.00		
Career Fair Coordinator	\$ 1,683.00		
Curriculum Lead	\$ 1,000.00		
Lead LSN Stipend	\$ 7,500.00		
Elem. Arts Festival Coordinator	\$ 700.00		
PALS / BYC / Extended Year Site Lead	\$35 per hour	\$36 per hour	
First Tech	\$ 2,623.00		
Honor Society Middle School	\$ 684.00		
Mentor	\$ 250.00		
Mentor Leadership Meetings	\$ 50.00	per mtg	
Power of One	\$ 668.00		
Robotics	\$ 2,623.00		
Theater Stipend	\$ 6,800.00		
Webmaster Secondary	\$ 3,124.00		
Writing Center	\$ 1,500.00		
Community Facilitator	\$16.00	per hour	
SUBSTITUTES / CASUAL			
Avid Tutor	\$ 19.00	per hour	
Clerical (Casual Employees)	\$ 19.00	per hour	
Clerical (Former Permanent Employees)	\$ 22.70	per hour	
BHS Store Manager	\$ 16.00	per hour	\$ 19.00
Non-licensed Supervision / Support (School Year instructional day)	\$ 16.00	per hour	\$ 17.00
Food and Nutritional Services	\$ 15.00	per hour	\$ 17.00
Food and Nutritional Services Former Employees (1 year+ employment)	\$ 16.00	per hour	\$ 18.00
Instructors (Non-licensed)	\$ 19.00	per hour	
Education Assistants	\$ 15.00	per hour	\$ 17.00
LPN/RN's w/ 2-3 yrs Training - No Degree	\$ 29.00	per hour	
RN's with B.S. Degree	\$ 32.00	per hour	
Summer Custodial	\$ 15.00	per hour	Up to \$16.00
Oral Interpretations (Outside of work assignment)	\$ 30.00	per hour	
Written Translation (Outside of work assignment)	\$ 40.00	per hour	
ATHLETICS			
Athletic Event Worker - General* (Tickets, Scorer, Announcer, Supervision, etc)	\$35.00	per game / match	
Athletic Event Worker - Site Supervisor*	\$50.00	per game / match	
<i>*Track & Field - AD has discretion to determine the number of "games" based on the size and length of the Meet.</i>			
Varsity Football Event Worker - General (Tickets, Scorer, Announcer, Supervision, etc)	\$50.00	per game	
Varsity Football Event Worker - Site Supervisor	\$100.00	per game	
STUDENTS			
Student workers under 18	\$ 11.15	per hour	
Student workers over 18	\$ 11.15	per hour	
COMMUNITY SERVICES			
Other Unspecified Activities Based Upon Registration	\$ 13.00	per hour	
MRAZ Tech / AV Support	\$ 25.00	per hour	
Senior Citizens Program Licensed Commercial Driver	\$ 19.50	per hour	
Facility Rental Tech Support	\$ 25.00	per hour	
Ready for K facilitator	\$ 100.00	per session	
Swim Safety Instructor- WGSI certified	\$ 25.00	per hour	
Lifeguard	\$ 25.00	per hour	
Pool Supervisor	\$ 25.00	per hour	
3D Program Lead	\$ 25.00	per hour	
PELSB Mentorship Grant			
BLT Member (above Pro-Pay stipend)	\$ 500.00	Annual Base	
Mentor (non-BLT member)	\$ 1,000.00	Annual Base	
Mentor (non-BLT member)	\$ 500.00	Half-year Base	
Mentor (Cross Building)	\$ 250.00	Annual Above Base	
Mentor that is BIPOC	\$ 500.00	Annual Above Base	
Mentor Lead	\$ 5,000.00	Annual Base	

6. Adopt Resolution to Accept Donations

198

Speaker(s): Dr. Latanya Daniels, 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.



**Agenda IV.B.6.
August 28, 2025**

To: Board of Education
From: Dr. Latanya Daniels, superintendent
Date: August 22, 2025

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

RESOLUTION TO ACCEPT DONATIONS

WHEREAS,

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

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

Moved by: _____

Seconded by: _____

Members in favor of the motion:

Members opposed:

Whereupon said Resolution was declared duly passed and adopted on August 28, 2025.

Clerk – Board of Education

6/4/2025	Pamela Hansen	BrainPower in a BackPack	Program Support	25199
5/22/2025	Wells Fargo Employee Giving	Wells Fargo Employee Giving (NPO CONNECT)	Program Donation	7
5/22/2025	Rahn Elementary Parent Teacher Organization	BrainPower in a BackPack	Program Donation	400
5/22/2025	Target Employee Giving Program	BrainPower in a BackPack	Program Donation	20
5/22/2025	Suzanne Carlblom	BrainPower in a BackPack	Program Donation	50
7/9/2025	Gerald and Jane Kaplan	BrainPower in a BackPack	Program Donation	20
7/11/2025	Wells Fargo Employee Giving	BrainPower in a BackPack	Program Donation	6
7/9/2025	Gerald Kaplan and Jane Luthly Kaplan	BrainPower in a BackPack	Program donation	20
7/17/2025	Target Corporation Employee Giving Program	BrainPower in a BackPack	Program donation	20
7/25/2025	GIVEMN MightyCause Foundation	BrainPower in a BackPack	Program support	232.45
7/24/2025	Costco Wholesale	Sky Oaks Elementary	For student use (backpacks and supplies)	400 Backpacks, and a \$500 Costco Giftcard
7/31/2025	Gary and Lavonna King	BrainPower in a BackPack	Program donation	1000
7/31/2025	Paula Nordhem and James Calkins	BrainPower in a BackPack	Program donation	144
8/12/2025	Savage Police Department	Hidden Valley Elementary	For Student use	School Supplies, backpacks, pencils, crayons, markers and more

Total monetary donations received: \$1944.45

7. Approve, on a First Reading Basis, Changes to Policy 621: *Literacy and the Read Act*

201

Speaker(s): Imina Oftedahl, Director of Curriculum, Instruction, and Assessment



**Agenda IV.B.7.
August 28, 2025**

To: Board of Education
Dr. Latanya Daniels, superintendent

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

Date: August 28, 2025

Re: Approve, on a First Reading Basis, Changes to Policy 621: *Literacy and the Read Act*

Recommendation: That the Board of Education approve, on a first reading basis, changes to Policy 621: *Literacy and the Read Act*.

This policy was reviewed by the Policy Review Committee on August 19, 2025.

Summary of Changes:

- MSBA Legislative Update – changes to Literacy Aid Uses

Adopted: 10/26/2023

Burnsville-Eagan-Savage School District Policy 621

Reviewed: ~~3/18/25~~PRC 8/19/25

Revised: 3/27/25

Rescinds:

621 LITERACY AND THE READ ACT

I. PURPOSE

This policy aligns with Minnesota law established in the Read Act and on other topics related to reading.

II. GENERAL STATEMENT OF POLICY

The school district recognizes the centrality of reading in a student's educational experience.

III. DEFINITIONS

- A. "Evidence-based" means the instruction or item described is based on reliable, trustworthy, and valid evidence and has demonstrated a record of success in increasing students' reading competency in the areas of phonological and phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Evidence-based literacy instruction is explicit, systematic, and includes phonological and phonemic awareness, phonics and decoding, spelling, fluency, vocabulary, oral language, and comprehension that can be differentiated to meet the needs of individual students. Evidence-based instruction does not include the three-cueing system, as defined in subdivision 16.
- B. "Fluency" means the ability of students to read text accurately, automatically, and with proper expression.
- C. "Foundational reading skills" includes phonological and phonemic awareness, phonics and decoding, and fluency. Foundational reading skills appropriate to each grade level must be mastered in kindergarten, grade 1, grade 2, and grade 3. Struggling readers in grades 4 and above who do not demonstrate mastery of grade-level foundational reading skills must continue to receive explicit, systematic instruction to reach mastery.
- D. "Literacy specialist" means a person licensed by the Professional Educator Licensing and Standards Board as a teacher of reading, a special education teacher, or a kindergarten through grade 6 teacher, who has completed professional development approved by the Minnesota Department of Education (MDE) in structured literacy. A literacy specialist employed by the department under

Minnesota Statutes, section 120B.123, subdivision 7, or by a district as a literacy lead, is not required to complete the approved training before August 30, 2025.

- E. "Literacy lead" means a literacy specialist with expertise in working with educators as adult learners. A district literacy lead must support the district's implementation of the Read Act; provide support to school-based coaches; support the implementation of structured literacy, interventions, curriculum delivery, and teacher training; assist with the development of personal learning plans; and train paraprofessionals and other support staff to support classroom literacy instruction. A literacy lead may be employed by one district, jointly by two or more districts, or may provide services to districts through a partnership with the regional service cooperatives or another district.
- F. "Multitiered system of support" or "MTSS" means a systemic, continuous improvement framework for ensuring positive social, emotional, behavioral, developmental, and academic outcomes for every student. The MTSS framework provides access to layered tiers of culturally and linguistically responsive, evidence-based practices and relies on the understanding and belief that every student can learn and thrive. Through an MTSS at the core (Tier 1), supplemental (Tier 2), and intensive (Tier 3) levels, educators provide high quality, evidence-based instruction and intervention that is matched to a student's needs; progress is monitored to inform instruction and set goals and data is used for educational decision making.
- G. "Oral language," also called "spoken expressive language," or "receptive language" includes speaking and listening, and consists of five components: phonology, morphology, syntax, semantics, and pragmatics.
- H. "Phonemic awareness" means the ability to notice, think about, and manipulate individual sounds in spoken syllables and words.
- I. "Phonics instruction" means the explicit, systematic, and direct instruction of the relationships between letters and the sounds they represent and the application of this knowledge in reading and spelling.
- J. "Progress monitoring" means using data collected to inform whether interventions are working. Progress monitoring involves ongoing monitoring of progress that quantifies rates of improvement and informs instructional practice and the development of individualized programs using state-approved screening that is reliable and valid for the intended purpose.
- K. "Reading comprehension" means a function of word recognition skills and language comprehension skills. It is an active process that requires intentional thinking during which meaning is constructed through interactions between the text and reader. Comprehension skills are taught explicitly by demonstrating, explaining, modeling, and implementing specific cognitive strategies to help

beginning readers derive meaning through intentional, problem-solving thinking processes.

- L. "Structured literacy" means an approach to reading instruction in which teachers carefully structure important literacy skills, concepts, and the sequence of instruction to facilitate children's literacy learning and progress. Structured literacy is characterized by the provision of systematic, explicit, sequential, and diagnostic instruction in phonemic awareness, phonics, fluency, vocabulary and oral language development, and reading comprehension. This approach is consistent with the principles identified in the science of reading and is designed to ensure all students develop strong foundational literacy skills.
- M. "Three-cueing system," also known as "meaning structure visual (MSV)," means a method that teaches students to use meaning, structure and syntax, and visual cues when attempting to read an unknown word.
- N. "Vocabulary development" means the process of acquiring new words. A robust vocabulary improves all areas of communication, including listening, speaking, reading, and writing. Vocabulary growth is directly related to school achievement and is a strong predictor for reading success.

IV. READING SCREENER; PARENT NOTIFICATION AND INVOLVEMENT

- A. The school district must administer an approved ~~evidence-based~~ reading screener to students in kindergarten through grade 3 within the first six weeks of the school year, by February 15 each year, and again within the last six weeks of the school year. The screener must be one of the screening tools approved by MDE.
- B. The school district must identify any screener it uses in the district's annual literacy plan, and submit screening data with the annual literacy plan by June 15.
- C. Schools, ~~at least biannually~~ after administering each screener, must follow the language access plan under Minnesota Statutes, section 123B.32 and must give the parent of each student who is not reading at or above grade level timely information about:
 1. the student's reading proficiency as measured by a screener approved by MDE;
 2. reading-related services currently being provided to the student and the student's progress; and
 3. strategies for parents to use at home in helping their student succeed in becoming grade-level proficient in reading in English and in their native language.

- D.ⓓ. For students enrolled in dual language immersion programs, the school district must measure the student’s reading proficiency in English or in the program’s partner language, if available, according to Article V below. Following its language access plan under Minnesota Statutes, section 123B.32, the school district must notify families with timely information about students’ reading proficiency, including how the student’s reading proficiency is assessed, any reading-related services or supports provided to the student and the student’s progress, and strategies for families to use at home in helping students succeed in becoming grade-level proficient in reading in English or the partner language. The dual language immersion program may provide information about national research on reading proficiency for students in dual language immersion programs in the parent notification.
- E. The school district may not use this section to deny a student's right to a special education evaluation.

V. IDENTIFICATION AND REPORT

- A. Students enrolled in kindergarten, grade 1, grade 2, and grade 3, including multilingual learners and students receiving special education services, and students enrolled in dual language immersion programs, must be universally screened for mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, oral language, and for characteristics of dyslexia as measured by a screening tool approved by MDE. The screening for characteristics of dyslexia may be integrated with universal screening for mastery of foundational skills and oral expressive or receptive–language-mastery. The screening tool used must be a valid and reliable universal screener that is highly correlated with foundational reading skills. For students reading at grade level, beginning in the winter of grade 2, the oral reading fluency screener may be used to assess reading difficulties, including characteristics of dyslexia, without requiring a separate screening of each subcomponent of foundational reading skills.
- B. The school district must submit data on student performance in kindergarten, grade 1, grade 2, and grade 3 on foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language to MDE in the annual local literacy plan submission due on June 15.
- C. For students enrolled in dual language immersion programs:
1. if students are screened in the partner language, they must be screened at the same interval as the screenings in English under paragraph A above;
 2. if the program provides instruction in foundational reading skills in English, the students receiving that instruction must be screened in English;

3. if the program provides instruction in foundational reading skills in the partner language, the students receiving that instruction must be screened in the partner language;
4. if no screener is available in the partner language, the school district must identify how students' reading proficiency is assessed and how the school district determines and provides targeted reading instruction in the partner language and supports to students identified as needing additional support in developing mastery of foundational reading skills; and
5. the partner language screening tool must be approved by the school district for kindergarten through grade 3 students.

E.D. Students in grades 4 and above, including multilingual learners and students receiving special education services, who ~~do not demonstrate mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language, are not reading at grade level~~ must be screened for reading difficulties, including characteristics of dyslexia, using a screening tool approved by MDE ~~for characteristics of dyslexia~~ and must continue to receive evidence-based instruction, interventions, and progress monitoring until the students achieve grade-level proficiency. A parent, in consultation with a teacher, may opt a student out of the literacy screener if the parent and teacher decide that continuing to screen would not be beneficial to the student. In such limited cases, the student must continue to receive progress monitoring and literacy interventions.

D.E. Reading screeners in English, and in the predominant languages of school district students where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of multilingual learners. The school district must use an approved, developmentally appropriate, and culturally responsive screener and annually report summary screener results to the MDE Commissioner ("Commissioner") by June 15 in the form and manner determined by the Commissioner.

E.F. The school district must include in its literacy plan a summary of the district's efforts to screen, identify, and provide interventions to students who demonstrate characteristics of dyslexia as measured by a screening tool approved by MDE. With respect to students screened or identified under paragraph (a), the report must include:

1. a summary of the school district's efforts to screen for characteristics of reading difficulties, including dyslexia;
2. the number of students universally screened for that reporting year;

3. the number of students demonstrating characteristics of dyslexia for that year; and
4. an explanation of how students identified under this subdivision are provided with alternate instruction and interventions under Minnesota Statutes, section 125A.56, subdivision 1.

VI. INTERVENTION

- A. For each student identified under the screening identification process, the school district shall provide aligned and targeted reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year.
- B. The school district must implement progress monitoring, as defined in Minnesota Statutes, section 120B.119, for a student not reading at grade level.
- C. The school district must use evidence-based curriculum and intervention materials at each grade level that are designed to ensure student mastery of phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Starting July 1, 2023, if the school district purchases new literacy curriculum, or literacy intervention or supplementary materials, the curriculum or materials must be evidence-based as defined in Minnesota Statutes, section 120B.119.
- D. If a student does not read at or above grade level by the end of the current school year, the school district must continue to provide aligned and targeted reading intervention as defined by the MTSS framework—until the student reads at grade level. School district intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs that specialize in evidence-based instructional practices and measure mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language.
- E. By the 2025-2026 school year, intervention programs must be taught by an intervention teacher or special education teacher who has successfully completed training in evidence-based reading instruction approved by MDE. Intervention may include but is not limited to requiring student attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended-day programs, or programs that strengthen students' cultural connections.
- F. The school district must determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school must develop the learning plan in consultation with the student's parent or guardian. The personal learning plan must include targeted instruction that is

evidence-based and ongoing progress monitoring, and address knowledge gaps and skill deficiencies through strategies such as specific exercises and practices during and outside of the regular school day, group interventions, periodic assessments or screeners, and reasonable timelines. The personal learning plan may include grade retention, if it is in the student's best interest; a student may not be retained solely due to delays in literacy or not demonstrating grade-level proficiency. A school must maintain and regularly update and modify the personal learning plan until the student reads at grade level. This paragraph does not apply to a student under an individualized education program.

VII. LOCAL LITERACY PLAN

- A. The school district must adopt a local literacy plan to have every child reading at or above grade level every year beginning in kindergarten and to support multilingual learners and students receiving special education services in achieving their individualized reading goals. The school district must update and submit the plan to the Commissioner by June 15 each year. The plan must be consistent with the Read Act, and include the following:
1. a process to assess students' foundational reading skills, oral language, and level of reading proficiency and the screeners used, by school site and grade level, under Minnesota Statutes, section 120B.123;
 2. a process to notify and involve parents;
 3. a description of how schools in the school district will determine the targeted reading instruction that is evidence-based and includes an intervention strategy for a student and the process for intensifying or modifying the reading strategy in order to obtain measurable reading progress;
 4. evidence-based intervention methods for students who are not reading at or above grade level and progress monitoring to provide information on the effectiveness of the intervention;
 5. identification of staff development needs, including a plan to meet those needs;
 6. the curricula used by school site and grade level and, if applicable, the district plan and timeline for adopting evidence-based curricula and materials starting in the 2025-2026 school year;
 7. a statement of whether the school district has adopted an MTSS framework;
 8. student data using the measures of foundational literacy skills and mastery identified by MDE for the following students:

- a. students in kindergarten through grade 3;
 - b. students who demonstrate characteristics of dyslexia; and
 - c. students in grades 4 to 12 who are identified as not reading at grade level;~~;~~~~and~~
9. the number of teachers and other staff that have completed training approved by the department.
10. the number of teachers and other staff proposed for training in structured literacy;
11. how the district used funding provided under the Read Act to implement the requirements of the Read Act;
12. beginning as soon as practicable after the end of fiscal year 2026, how the district used literacy aid funding received under Minnesota Statutes, section 124D.98; and
13. beginning on December 31, 2025, for a district with a dual language immersion program:
- a. the program’s partner language;
 - b. grade levels included in the program;
 - c. the language used to screen students’ foundational reading skills;
 - d. the percentage of grade 3 students taking the Minnesota Comprehensive Assessments; and
 - e. the number of students in the program in grades 4 to 12 who are identified as not reading at grade level.
- B. Annually, by June 15, ~~t~~The school district must post its literacy plan on the official school district website and submit it to the Commissioner using the template developed by the Commissioner ~~beginning June 15, 2024.~~
- C. The school district must use a streamlined template developed by the Commissioner for local literacy plans that meets the requirements of Minnesota Statutes, section 120B.12, subdivision 4a, and requires all reading instruction and teacher training in reading instruction to be evidence-based.

VIII. STAFF TRAINING

- A. ~~Beginning July 1, 2024, a school district must provide access to the training required under Minnesota Statutes, section 120B.123, subdivision 5, to: The district must provide training from a menu of approved evidenced-based training programs to the following teachers and staff by July 1, 2026:~~
1. ~~reading~~ intervention teachers working with students in kindergarten through grade 12;
 2. all classroom teachers of students in kindergarten through grade 3 and children in prekindergarten programs;
 3. ~~kindergarten through grade 12~~ special education teachers ~~responsible for foundational reading instruction;~~
 4. curriculum directors;
 5. instructional support staff, ~~contractors, and volunteers who assist in providing reading interventions under the oversight and monitoring of a trained licensed teacher; who provide reading instruction;~~ and
 6. employees who select literacy instructional materials for a district; ~~and~~
 7. ~~teachers holding English as a second language teaching licenses.-~~
- B. ~~The school district must provide training from a menu of approved evidence-based training programs to the following teachers by July 1, 2027:~~
1. ~~teachers who provide foundational reading instruction to students in grades 4 to 12;~~
 2. ~~teachers who provide instruction to students in a state-approved alternative program; and~~
 3. ~~teachers who provide instruction to students in dual language immersion programs.~~
- ~~- all reading intervention teachers, literacy specialists, and other teachers and staff identified in Minnesota Statutes, section 120B.12, subdivision 1, paragraph (b), by July 1, 2025; and by July 1, 2027, to other teachers in the school district, prioritizing teachers who work with students with disabilities, English learners, and students who qualify for the graduation incentives program under Minnesota Statutes, section 124D.68. The Commissioner may grant a school district an extension to these deadlines.~~
- C. ~~By August 30, 2025, the school district must employ or contract with a literacy lead, or be actively supporting a designated literacy specialist through the process~~

of becoming a literacy lead. The school board may satisfy the requirements of this subdivision by contracting with another school board or cooperative unit under Minnesota Statutes, section 123A.24 for the services of a literacy lead by August 30, 2025. The school district literacy lead must collaborate with school district administrators and staff to support the school district's implementation of requirements under the Read Act.

D. Training provided by the following may satisfy the professional development requirements under this Article:

1. a certified trained facilitator; or
2. a training program that MDE has determined meets the professional development requirements under the Read Act.

IX. STAFF DEVELOPMENT

- A. The school district must provide training programs on evidence-based reading instruction to teachers and instructional staff in accordance with subdivision 1, paragraph (b). The training must include teaching in the areas of phonemic awareness, phonics, vocabulary development, reading fluency, reading comprehension, and culturally and linguistically responsive pedagogy.
- B. The school district shall use the data under Article V. above to identify the staff development needs so that:
 1. elementary teachers are able to implement explicit, systematic, evidence-based instruction in the five reading areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension with emphasis on mastery of foundational reading skills as defined in Minnesota Statutes, section 120B.1118 and other literacy-related areas including writing until the student achieves grade-level reading and writing proficiency;
 2. elementary teachers have sufficient training to provide students with evidence-based reading and oral language instruction that meets students' developmental, linguistic, and literacy needs using the intervention methods or programs selected by the school district for the identified students;
 3. licensed teachers employed by the school district have regular opportunities to improve reading and writing instruction;
 4. licensed teachers recognize students' diverse needs in cross-cultural settings and are able to serve the oral language and linguistic needs of students who are multilingual learners by maximizing strengths in their native languages

in order to cultivate students' English language development, including oral academic language development, and build academic literacy; and

5. licensed teachers are well trained in culturally responsive pedagogy that enables students to master content, develop skills to access content, and build relationships.
- C. The school district must provide staff in early childhood programs sufficient training to provide children in early childhood programs with explicit, systematic instruction in phonological and phonemic awareness; oral language, including listening comprehension; vocabulary; and letter-sound correspondence.

X. LITERACY INCENTIVE AID USES

The school district must use its literacy ~~incentive aid to support implementation of evidence-based reading instruction to meet the requirements and goals adopted in the school district's local literacy plan. The following are eligible uses of literacy incentive aid:~~

- ~~1. training for kindergarten through grade 3 teachers, early childhood educators, special education teachers, reading intervention teachers working with students in kindergarten through grade 12, curriculum directors, and instructional support staff that provide reading instruction, on using evidence-based screening and progress monitoring tools;~~
- ~~2. evidence-based training using a training program approved by MDE;~~
- ~~3. employing or contracting with a literacy lead, as defined in Minnesota Statutes, section 120B.119;~~
- ~~4. materials, training, and ongoing coaching to ensure reading interventions under Minnesota Statutes, section 125A.56, subdivision 1, are evidence-based; and costs of substitute teachers to allow teachers to complete required training during the teachers' contract day.~~

Legal References:	Minn. Stat. § 120B.119 (Read Act Definitions)
	Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
	Minn. Stat. § 120B.123 (Read Act Implementation)
	Minn. Stat. § 123A.24 (Withdrawing from a Cooperative Unit; Appealing Denial of Membership)
	Minn. Stat. § 124D.68 (Graduation Incentives Program)
	Minn. Stat. § 124D.98 (Literacy Incentive Aid)
	Minn. Stat. § 125A.56 (Alternate Instruction Required before Assessment Referral)

Cross References: None

8. Approve, on a First Reading Basis, Changes to Policies 418: *Drug-Free Workplace/Drug-Free School*, 501: *School Weapons Policy*, 503: *Student Attendance*, 515: *Protection and Privacy of Pupil Records*

215

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

**Agenda IV.B.8.
August 28, 2025**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Dr. Chris Bellmont, assistant superintendent

Date: August 28, 2025

Re: Approve, on a First Reading Basis, Changes to Policies 418: *Drug-Free Workplace/Drug-Free School*, 501: *School Weapons Policy*, 503: *Student Attendance*, 515: *Protection and Privacy of Pupil Records*

Recommendation: That the Board of Education approve, on a first reading basis, changes to Policies 418: *Drug-Free Workplace/Drug-Free School*, 501: *School Weapons Policy*, 503: *Student Attendance*, 515: *Protection and Privacy of Pupil Records*.

These policies were reviewed by the Policy Review Committee on August 19, 2025.

Summary of Changes:

- **418** – MSBA Legislative Update – registry program participant protection
- **501** – MSBA Legislative Update – active shooter incidents
- **503** – MSBA Legislative Update – absence reporting process and district recommendations for an update to the excused absence description
- **515** – MSBA Legislative Update – parent contact information; student health and census data

Adopted: 6/89

Burnsville-Eagan-Savage School District Policy 418

Reviewed: 09/24/24 PRC 8/19/25

Revised: 10/24/24

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 or a Tribal medical cannabis program -as a pupil solely because the patient or person is enrolled in the registry program or a Tribal medical cannabis 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.

An employer or a school must provide written notice to a patient at least 14 days before the employer or school takes an action against the patient that is prohibited under Minnesota Statutes, section 342.57, subdivision 3 or 5. The written notice must cite the specific federal law or regulation that the employer or school believes would be violated if the employer or school fails to take action. The notice must specify what monetary or licensing-related benefit under federal law or regulations that the employer or school would lose if the employer or school fails to take action.

A school or an employer must not retaliate against a patient for asserting the patient's rights or seeking remedies under Minnesota Statutes, section 342.57 or section 152.32.

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 they have 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 their supervisor in writing of 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)

Adopted: 9/24/2015

Burnsville-Eagan-Savage School District Policy 501

Reviewed: ~~08/08/2024~~ PRC 8/19/25

Revised: 08/22/2024

Rescinds:

501 SCHOOL WEAPONS POLICY

I. PURPOSE

The purpose of this policy is to assure a safe school environment for students, staff and the public.

II. GENERAL STATEMENT OF POLICY

No student or nonstudent, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

III. DEFINITIONS

A. "Weapon"

1. A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; air soft guns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; num-chuks; throwing stars; explosives; fireworks; mace and other propellants; electroshock devices including stun guns or tasers; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.
2. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.
3. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

- #### **B. "School Location"**
- "School Location" includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of

entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.

- C. “Possession” means having a weapon on one’s person or in an area subject to one’s control in a school location.
- D. “Dangerous Weapon” means any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm, any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm. As used in this definition, "flammable liquid" means any liquid having a flash point below 100 degrees Fahrenheit and having a vapor pressure not exceeding 40 pounds per square inch (absolute) at 100 degrees Fahrenheit but does not include intoxicating liquor. As used in this subdivision, "combustible liquid" is a liquid having a flash point at or above 100 degrees Fahrenheit.
- E. "Active shooter incident" means an event involving an armed individual or individuals on campus or an armed assailant in the immediate vicinity of the school.
- F. "Active shooter threat" means a real or perceived threat that an active shooter incident will occur.

IV. EXCEPTIONS

- A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that ~~he or she~~they accidentally ~~has~~have a weapon in ~~his or her~~their possession, and takes the weapon immediately to the principal’s office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal’s office, a student shall not be considered to possess a weapon if ~~he or she~~they immediately ~~turns~~ the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon’s location.
- B. It shall not be a violation of this policy if a nonstudent (or student where specified) falls within one of the following categories:
 1. active licensed peace officers;
 2. military personnel, or students or nonstudents participating in military training, who are on duty performing official duties;
 3. persons authorized to carry a pistol under Minnesota Statutes section 624.714 while in a motor vehicle or outside of a motor vehicle for the

purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;

4. persons who keep or store in a motor vehicle pistols in accordance with Minnesota Statutes sections 624.714 or 624.715 or other firearms in accordance with Minnesota Statutes, section 97B.045;
 - a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for “antique firearms which are carried or possessed as curiosities or for their historical significance or value.”
 - b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with sections 624.714 and 624.715.
5. firearm safety or marksmanship courses or activities for students or nonstudents conducted on school property;
6. possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;
7. possession of dangerous weapons, BB guns, or replica firearms with written permission of the principal or other person having general control and supervision of the school or the director of a child care center; in such cases when permission is granted, the principal or other person having general control with supervision of the school or the director of child care center will notify the superintendent in advance and follow applicable procedures; or
8. persons who are on unimproved property owned or leased by a child care center, school or school district unless the person knows that a student is currently present on the land for a school-related activity.

C. Policy Application to Instructional Equipment/Tools

While the school district does not allow the possession, use or distribution of weapons by students, or nonstudents, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or nonstudents. Such equipment and tools, when properly possessed, used and stored, shall not be considered in violation of the rule against the possession, use or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. Firearms in School Parking Lots and Parking Facilities

A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the “lawful” carry or possession of a firearm in a school parking lot or parking facility is specifically limited to nonstudent permit-holders authorized under Minnesota Statutes section 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder’s vehicle shall constitute a violation of this policy.

V. **CONSEQUENCES FOR STUDENT WEAPON POSSESSION / USE / DISTRIBUTION**

A. The school district does not allow the possession, use or distribution of weapons by students. Consequently, the minimum consequence for students willfully possessing, using or distributing weapons shall include:

1. immediate out-of-school suspension;
2. confiscation of the weapon;
3. immediate notification of police;
4. parent or guardian notification; and
5. recommendation to the superintendent of dismissal for a period of time not to exceed one year.

B. Pursuant to Minnesota law, a student who is in possession of a firearm, as defined by federal law, at a school location will be expelled for at least one year, unless a decision is made to modify this requirement. The school board hereby grants administrative discretion to the superintendent regarding any modifications. The school board also requires a full report from the superintendent in closed session detailing cases in which a student is not expelled for at least one year.

C. The building principal shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully.

D. Administrative Discretion

While the school district does not allow the possession, use or distribution of weapons by students, the superintendent may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted.

VI. CONSEQUENCES FOR WEAPON POSSESSION / USE / DISTRIBUTION BY NONSTUDENTS

A. Employees

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate by the school board.
2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.
3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

B. Other Nonstudents

1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in another school district, that school district may be contacted concerning the policy violation.
2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

VII. REPORTS OF DANGEROUS WEAPON AND ACTIVE SHOOTER INCIDENTS IN SCHOOL ZONES

- A. The school district must electronically report to the Commissioner of [the Minnesota Department of Education](#) ("Commissioner") incidents involving the use or possession of a dangerous weapon in school zones, as required under Minnesota Statutes, section 121A.06.

- B. The school district must electronically -file an after-action review report for active shooter incidents and active shooter threats to the Minnesota Fusion Center as required under Minnesota Statutes, section 121A.06.

1. ~~"Active shooter incident" means an event involving an armed individual or individuals on campus or an armed assailant in the immediate vicinity of the school.~~

2. ~~"Active shooter threat" means a real or perceived threat that an active shooter incident will occur.~~

Legal References: Minn. Stat. § 97B.045 (Transportation of Firearms)
 Minn. Stat. § 121A.05 (Referral to Police)
 Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
 Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
 Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
 Minn. Stat. § 152.01, subd. 14(a) (Definition of a School Zone)
 Minn. Stat. § 609.02, Subd. 6 (Definition of Dangerous Weapon)
 Minn. Stat. § 609.605 (Trespass)
 Minn. Stat. § 609.66 (Dangerous Weapons)
 Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)
 Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)
 18 U.S.C. § 921 (Definition of Firearm)
In re C.R.M. 611 N.W.2d 802 (Minn. 2000)
In re A.D., 883 N.W.2d 251 (Minn. 2016)

Cross References: Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
 Burnsville-Eagan-Savage School District Policy 525 (Violence Prevention)
 Burnsville-Eagan-Savage School District Policy 903 (Visitors to School District Buildings and Sites)

Adopted: 12/1997/ */Burnsville-Eagan-Savage School District Policy 503*
Reviewed: ~~09/12/2024~~PRC
8/19/25
Revised: 09/26/2024
Rescinds: JE

503 STUDENT ATTENDANCE

I. PURPOSE

A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance and is intended to be positive and not punitive.

B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

II. GENERAL STATEMENT OF POLICY

A. Responsibilities

1. Student's Responsibility

A student has the right to be in school. A student also has the responsibility to attend all assigned classes and study halls every day that school is in session, participate in the instructional activities for the full class period, and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, a student has the responsibility to request any missed assignments due to an absence.

2. Parent or Guardian's Responsibility

A student's parent or guardian has the responsibility to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

3. Teacher's Responsibility

The teacher has the responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. The teacher also has the responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. The

teacher also has the responsibility to provide any student who has been absent with any missed assignments upon request. Finally, the teacher has the responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

4. Administrator's Responsibility

- a. The administrator has the responsibility to require students to attend all assigned classes and study halls. The administrator also has the responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, the administrator has the responsibility to inform the student's parents or guardians of the student's attendance and to work cooperatively with them and the student to solve attendance problems.
- b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota Statutes, section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Types of Absences

1. Excused Absences

- a. A parent, guardian, or other person having control of a child may apply to a school district to have the child excused from attendance for the whole or any part of the time school is in session during any school year. Application may be made to ~~any member of the board, a truant officer, or the school official designated by the~~ a principal, or the superintendent. A note from a physician or a licensed mental health professional stating that the child cannot attend school is a valid excuse.
- b. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school. A note from a physician or a licensed mental health professional stating that the student cannot attend school is a valid excuse.
- c. The board of the district in which the child resides may approve the application under subparagraph (a) above upon a legitimate exception

being demonstrated to the satisfaction of that board.

d. Legitimate Exceptions

The following reasons shall be sufficient to constitute excused absences:

- (1) that the child's physical or mental health is such as to prevent attendance at school or application to study for the period required, which includes:
 - (a) child illness, medical, dental, orthodontic, or counseling appointments; including appointments conducted through telehealth;
 - (b) family emergencies;
 - (c) the death or serious illness or funeral of an immediate family member;
 - (d) the child has a condition that requires ongoing treatment for a mental health diagnosis; or
 - (e) other exemptions included in this attendance policy.
- (2) that the child has already completed state and district standards required for graduation from high school; or
- (3) that it is the wish of the parent, guardian, or other person having control of the child, that the child attend for a period or periods not exceeding in the aggregate three hours in any week, instruction conducted by a Tribal spiritual or cultural advisor, or a school for religious instruction conducted and maintained by a church, or association of churches, or any Sunday school association incorporated under the laws of this state, or any auxiliary thereof. This instruction must be conducted and maintained in a place other than a public school building, and it must not, in whole or in part, be conducted and maintained at public expense. A child may be absent from school on days that the child attends upon instruction according to this clause.
- (4) Court appearances occasioned by family or personal action.
- (5) Official school field trip or other school-sponsored activity.
- (6) Removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work.

(7) Active duty in any military branch of the United States.

(8) Family vacations totaling up to 5 days within the school year.

e. Consequences of Excused Absences

1. Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.
2. Work missed because of absence must be made up within two school days from the date of the student's return to school. However, the classroom teacher or the building principal may extend the time allowed for completion of make-up work in the case of an extended absence or other extenuating circumstances.

2. Unexcused Absences

a. The following are examples of absences which will not be excused:

1. Truancy. An absence by a student which was not approved by the parent and/or the school district.
2. Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures.
3. Work at home.
4. Work at a business, except under a school-sponsored work release program.
5. Absences resulting from cumulated unexcused tardies (7 tardies equal one unexcused absence)
6. Any other absence not included under the attendance procedures set out in this policy.

b. Consequences of Unexcused Absences

1. Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.
2. Days during which a student is suspended from school shall

not be counted in a student's total cumulated unexcused absences.

3. In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.

C. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness. Assigned area applies to physical and virtual areas.

2. Procedures for Reporting Tardiness

- a. Students tardy at the start of school must report to the school office for an admission slip. Exception made for virtual learning students.
- b. Tardiness between periods will be handled by the teacher.

3. Excused Tardiness

Valid excuses for tardiness are:

- a. Illness.
- b. Serious illness in the student's immediate family.
- c. A death or funeral in the student's immediate family or of a close friend or relative.
- d. Medical treatment or appointment.
- e. Court appearances occasioned by family or personal action.
- f. Physical emergency conditions such as fire, flood, storm, etc.
- g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.

4. Unexcused Tardiness

- a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

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

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school- sponsored on-the-job training programs.
2. School-initiated absences will be accepted and participation permitted.
3. A student may not participate in any activity or program if they has an unexcused absence from any class during the day.
4. If a student is suspended from any class, they may not participate in any activity or program that day.
5. If a student is absent from school due to medical reasons, they must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

Absences of one-half day or more, **even if excused**, prohibits students from participating that day in a Minnesota State High School League (MSHSL) competition. Certain exceptions, as outlined by MSHSL policy, are allowed at the school's discretion.

III. RELIGIOUS OBSERVANCE ACCOMMODATION

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

IV. DISSEMINATION OF POLICY

- A. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.
- B. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

V. REQUIRED REPORTING

A. Continuing Truant

Minnesota Statutes, section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minn. Statutes, section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes, section 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or

2. Three or more class periods on three days if the child is in a secondary school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minnesota Statutes, section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;
2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;
3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes, section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minnesota Statutes, section 120A.34;
4. That this notification serves as the notification required by Minnesota Statutes, section 120A.34;
5. That alternative educational programs and services may be available in the child's enrolling or resident district;
6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;
7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes, Chapter 260;
8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes, section 260 Chapter 201; and
9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per 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 per school year and who has not lawfully withdrawn from school.

2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes, Chapter 260A.

Legal References:

Minn. Stat. § 120A.05 (Definitions)
 Minn. Stat. § 120A.22 (Compulsory Instruction)
 Minn. Stat. § 120A.24 (Reporting)
 Minn. Stat. § 120A.26 (Enforcement and Prosecution)
 Minn. Stat. § 120A.34 (Violations; Penalties)
 Minn. Stat. § 120A.35 (Absence from School for Religious Observance)
 Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
 Minn. Stat. § 260A.02 (Definitions)
 Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)
 Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)
 Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
Goss v. Lopez, 419 U.S. 565 (1975)
Slocum v. Holton Board of Education, 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Bd of Educ. of New Milford, 475 A.2d 289 (Conn.1984)
Hamer v. Bd of Educ. of High Sch. Dist. No. 113, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)
Gutierrez v. Sch. Dist. R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Bd of Educ., 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

Cross References:

Burnsville-Eagan-Savage School District Policy 105 (Equity, Access and Excellence in Education)
 Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
 Burnsville-Eagan-Savage School District Policy 609 (Religion)

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Burnsville-Eagan-Savage School District Policy 515

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," 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.”

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 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 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 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 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 they reach 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~~ them 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 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~~ themselves;
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, and in accordance with requirements for parental consent in 34 Code of Federal Regulations, section 300.622(b)(2), and part 99, 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, section 1232g, and 34 Code of Federal Regulations, 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~~Minnesota Statutes, -section 13.32.
3. A parent's personal contact information must be treated as private data on individuals regardless of whether that contact information was previously designated as or treated as directory information under Minnesota Statutes, section 13.32, subdivision 2.
4. 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 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 they do 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 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 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 they wish 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 they disagree 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 their choice at 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 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)

9. Approve, on a First Reading Basis, Changes to Policy 206: *Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings/Data Privacy Considerations*

272

Speaker(s): Dr. Latanya Daniels, Superintendent

**Agenda IV.B.9.
August 28, 2025**

To: Board of Education

From: Dr. Latanya Daniels, superintendent

Date: August 28, 2025

Re: Approve, on a First Reading Basis, Changes to Policy 206: *Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings/Data Privacy Considerations*

Recommendation: That the Board of Education approve, on a first reading basis, changes to Policy 206: *Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings/Data Privacy Considerations*

This policy was reviewed by the Policy Review Committee on August 19, 2025.

Summary of Changes:

- Adjustments to Listening Session protocols and process

Adopted: 11/2003
 Reviewed: 6/12/20258/19/2025
 Revised: 6/26/2025
 Rescinds: BDDH

Burnsville-Eagan-Savage School District Policy 206

206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY CONSIDERATIONS

I. PURPOSE

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public discussion as well as to protect the due process and privacy rights of individuals under the law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school board is to encourage input and feedback by the public of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free discussion by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.
- C. The Board may hold public meetings where the public will not be invited to address the school board including regular business meetings, work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not necessarily be allotted time during the meeting to address the board.

III. DEFINITIONS

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of

employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

- C. Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

- D. "Educational data" means data maintained by the school district which relates to a student.
- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.
- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either

a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

- G. “Public Comment Participants” means individuals who meet one or more of the following categories will seek to address the school board during the public comment period:
1. District student
 2. Parent or guardian of a district student
 3. District resident
 4. District taxpayer
 5. District staff person

IV. RIGHTS TO PRIVACY

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
 2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
 3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
 4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
 2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);

3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. Ch.260E (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

V. THE PUBLIC’S OPPORTUNITY TO BE HEARD

- A. The school board will strive to give all members of the public of the school district an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).
- B. The school board provides three opportunities for public input:

1. Board Listening Sessions

The school board may schedule a listening session prior to a regularly scheduled school board meeting during which time the public may make comments directly to the designated school board members or superintendent that deal with any topic related to the board’s conduct of the schools. The school board, however, will not act at that day’s/evening’s regular meeting on any issue presented during the school board listening sessions if that issue was not previously published as an agenda item. A report summarizing the listening session will be given and distributed to board members via the consent agenda at a future meeting.

2. Public Hearings

Public hearings are required by law to be held concerning certain issues, including but not limited to, school closings (Minn. Stat. § 123B.51), truth in taxation (Minn. Stat. § 375.065) education district establishment (Minn. Stat. § 123A.15), and agreements for secondary education (Minn. Stat. § 123A.30). Additionally, other public hearings may be held by the school board on school district matters at the discretion of the school board.

3. Public Forums

The school board may schedule an open forum to create a venue in which the public can gather to become informed about a specific issue, ask questions, offer input, and/or engage in a public conversation.

VI. LISTENING SESSION PROTOCOL

- A. Agenda Items

1. Effective November 1, 2025, mMembers of the public who wish to present on a subject discussed at a public school board listening session

~~are encouraged to notify the must sign-up in advance by emailing or calling the superintendent's office, in advance of the listening session or filling out the form available on the District website. Advance sign-up may occur until noon, one day prior to the scheduled listening session.~~ Each speaker must provide their name, the name of group represented (if any), relationship to the district, their city and state, and the subject to be covered or the issue to be addressed.

2. ~~At the start, or in advance (by notifying the district office at 952-707-2005), of the listening session, any person wishing to speak will complete and submit a card with their name, name of group representing, if any, relationship to the school district, city and state of residence and topic. Individuals should note if their public comment will address something directly related to an agenda item on an upcoming board meeting or a non-agenda related item.~~
3. The facilitating board member will recognize one speaker at a time, and will rule out of order other speakers who are not recognized. Effective November 1, 2025 ~~o~~Only those speakers who have registered in advance as outlined in completed a card in section VI.A.2. of this policy shall be recognized to speak by the facilitating board member. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave. Speakers may submit a written copy of their prepared statement at the conclusion of the meeting.
4. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
5. Matters proposed for presentation at a listening session which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
6. The facilitating board member shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
7. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.

8. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard. If multiple individuals wish to address the same subject during the listening session, they may be asked to select a representative to speak for the group.
9. The school board reserves the right to conclude the listening session in the event that audio or video recordings are being made and when such recordings may present a barrier to participation.
10. If an interpreter is needed for a listening session or public comment, please contact the school board administrative assistant at least one-week in advance.

B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a

criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Stat. § 13.43 (Personnel Data)
 Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)
 Minn. Stat. § 13D.05 (Meetings Having Data Classified as Public)
 Minn. Stat. § 121A.47, Subd. 5 (Exclusion and Expulsion Procedures; Closed or Open Meeting)
 Minn. Stat. § 122A.33, Subd. 3 (License and Degree Exemption for Head Coach; Notice of Nonrenewal; Opportunity to Respond)
 Minn. Stat. § 122A.40, Subd. 14 ((Employment; Contracts; Termination; Hearing Procedures
 Minn. Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)
 Minn. Stat. § 123B.02, Subd. 14 (General Powers of Independent School Districts; Employees; Contracts for Services)
 Minn. Stat. § 123B.143, Subd. 2 (Superintendents; Disclose Past Buyouts or Contract is Void)
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
 Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
 Minn. Op. Atty. Gen. 852 (July 14, 2006)

Cross References: Burnsville-Eagan-Savage School District Policy 103 (Complaints-Students, Employees, Parents, Other Persons/
 Burnsville-Eagan-Savage School District Policy 205 (Open Meetings and Closed Meetings)
 Burnsville-Eagan-Savage School District Policy 207 (Public Hearings)
 Burnsville-Eagan-Savage School District Policy 406 (Public and Private Personnel Data)
 Burnsville-Eagan-Savage School District Policy 422 (Policies Incorporated by Reference)
 Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)
 MSBA School Law Bulletin “C” (Minnesota’s Open Meeting Law)
 MSBA School Law Bulletin “I” (School Records – Privacy – Access to Data)
 Board Listening Session Guidelines
 Registration Card

10. Approve, on a First and Final Reading, Changes to Policy 206
Regulations - Listening Session Guidelines

281

Speaker(s): Dr. Daniels, Superintendent



**Agenda IV.B.10.
August 28, 2025**

To: Board of Education

From: Dr. Latanya Daniels, superintendent

Date: August 28, 2025

Re: Approve, on a First and Final Reading, Changes to Policy 206 Regulations: *Listening Session Guidelines*

Recommendation: That the Board of Education approve, on a first and final reading, changes to Policy 206 Regulations: *Listening Session Guidelines*

This policy was reviewed by the Policy Review Committee on August 19, 2025.

Guidelines for Listening Sessions

Welcome to a listening session hosted by members of the Burnsville-Eagan-Savage School District 191 Board of Education. We appreciate you taking the time to be here tonight.

The purpose of the listening sessions is to gather ideas, concerns, feedback and questions from our One91 community (see Policy 206 for public comment participant definition). Board members and the Superintendent value public input in the deliberations and decisions of school district matters.

At listening sessions, Board members or the Superintendent may ask clarifying questions or seek additional information but they will not make decisions.

How this works:

1. Please complete a sign-in card and give it to the superintendent or designee. All listening session participants must have pre-registered by noon one day prior to the scheduled listening session in which they are requesting to speak. Registration for the listening session can be done by emailing or calling the board administrative assistant at solSENDICKHAUSEN@isd191.org or at 952-707-2005, or by completing the form available on the District website
- Two Board members and the Superintendent or designee will be present at the listening session location from 5:45 pm - 6:15 pm. If no speakers ~~submit a card by the beginning of the listening session, are pre-registered by noon the day prior to the meeting,~~ the listening session will be adjourned/cancelled.
- Board members will call on speakers in the order that people signed up.
- One person at a time will speak so everyone can hear.
- Time is limited, so if you are coming as a group, please designate one spokesperson to speak on behalf of the group.
- The facilitating Board member shall promptly rule out of order any discussion by any person, including School Board members, that would violate the provisions of state or federal law, Policy 206 or the statutory rights of privacy of an individual.
- Personal attacks by anyone addressing the Board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the School Board.
- The Board can impose limitations and restrictions as necessary to provide an orderly, efficient and fair opportunity for those present to be heard.
- The school board reserves the right to conclude the listening session in the event that audio or video recordings are being made and when such recordings may present a barrier to participation. Please know that the Listening Session Protocols and Guidelines are slated to change effective November 1, 2025. Starting November 1st, signing up to speak at listening session will occur until noon, one day prior to the scheduled listening session.
10. If an interpreter is needed, please contact the board administrative assistant 1-week prior to the meeting

Please be aware that listening sessions must end at 6:15 p.m. so Board members and the Superintendent can be in place for the start of Board meetings. Thank you for your participation.

Updated: 3/23/23

Listening Session Registration Card

Date: _____ Time: _____ Name: _____

City of Residence: _____ State: _____

Your relationship to ISD 191 (check all that apply):

- District Student
- Parent/Guardian of a district student
- District resident
- District taxpayer
- District staff person

Topic: _____

Is your topic related to a board meeting agenda item? Yes No Unsure

~~Give this card to the superintendent if you wish to address the Board during the listening session.~~

11. Approve Income Contracts for Inver Hills Community College

285

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

**Agenda IV.B.11.
August 28, 2025**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Dr. Chris Bellmont, assistant superintendent

Date: August 20, 2025

Re: Approve Income Contracts for Inver Hills Community College

Recommendation: That the Board of Education approve the Inver Hills Community College Income Contracts presented between Burnsville High School and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Inver Hills Community College and authorize the Superintendent of ISD 191 to execute the agreement.

Notes:

These are annual contracts for post-secondary courses and programs offered in our schools:

- Inver Hill Community College In-College Program at BHS
- Inver Hills Community College In-College Program for Virtual Academy
- Inver Hills Community College Inver Prep Program
- Inver Hills Community College PSEO Course by Contract



MINNESOTA STATE

P.O. Number _____
 Purchaser Name _____
 Contract Number _____

INCOME CONTRACT

This contract is by and between Burnsville High School, 600 State Hwy 13, 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 Inver Hills Community College (hereinafter “Minnesota State”).

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

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

NOW, THEREFORE, it is agreed:

1. **DUTIES OF MINNESOTA STATE.**

The Minnesota State agrees to provide the following:

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

Ensure that each college faculty mentor:

- Initiates an orientation session with In College high school teachers prior to the start of any In College course offering.
- Collaborates with the high school In College teacher to clarify the approved college course outline and creates a course syllabus for the In College course.
- Provides current college information of the text and course outlines for the high school teacher's use.
- Provides teachers who have taught the course previously with copies of new course outlines, new calendars, schedules or other information as courses change.
- Collaborates with high school In College teachers to assure that assessment meets academic department criteria.
- Visits the class at least once during the year to observe teaching and student response to instruction, meeting with the teacher after each classroom observation as well as providing a guest lecture/presentation.
- Communicates regularly (face-to-face, on-line, by telephone, etc.) with the high school In College teacher and monitors assignments, exams, projects, student academic achievement, and instructional effectiveness to ensure that the course meets the learning outcomes contained in the course outline approved by the college and that the students are held to college-level standards.
- Reviews selected graded assignments, tests and papers.
- Extends to high school In College teachers, invitations to participate in appropriate campus-based faculty development activities. (Minnesota State Policy Chapter 3.5.1 Part 4 Subpart D Number 2).

2. **DUTIES OF PURCHASER.**

The Purchaser agrees to provide the following:

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

- Provide transportation and student and lunches for campus visits.

Ensure the following course scheduling requirements:

- Enrollment of In College courses must not exceed the class tally established by Inver Hills Community College.
- In College courses shall not simultaneously enroll In College and non- In College students unless previously approved by the college's administration.

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

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

3. **CONSIDERATION AND TERMS OF PAYMENT.**

- a. Consideration for all services performed and goods or materials supplied by Minnesota State pursuant to this contract shall be paid by the Purchaser as follows: Three Thousand and 00/100 Dollars (\$3,000.00) per mentor/mentee relationship, per course, per semester for the 2025-2026 school year with an end date of July 31, 2026.
- b. Terms of Payment. Payment shall be made by the Purchaser within 20 days of the date of the invoice presented.

4. **TERM OF CONTRACT.**

This contract shall be effective on July 1, 2025 or upon the date that the final required signature is obtained by Minnesota State, whichever occurs later, and shall remain in effect until June 30, 2026 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. Latanya Daniels, or their successor
 Title: Superintendent, Burnsville Public Schools
 Address: 200 W Burnsville Parkway, Burnsville, MN 55337
 Telephone: 952-707-2000
 E-Mail: superintendent191@isd191.org

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

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

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

7. ASSIGNMENT.

Neither the Purchaser nor Minnesota State shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

8. LIABILITY.

The Purchaser shall indemnify, save, and hold Minnesota State, its agents and employees harmless from any and all claims or causes of action arising from the performance of this contract by the Purchaser or Purchaser's agents or employees. This clause shall not be construed to bar any legal remedies the Purchaser may have for the failure of Minnesota State to fulfill its obligations pursuant to this contract.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA").

The Purchaser is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. Minnesota State IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

10. AMENDMENTS.

Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

11. GOVERNMENT DATA PRACTICES ACT.

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The Purchaser and Minnesota State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Purchaser in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Purchaser or Minnesota State.

In the event the Purchaser receives a request to release the data referred to in this clause, the Purchaser must immediately notify Minnesota State. Minnesota State will give the Purchaser instructions concerning the release of the data to the requesting party before the data is released.

12. JURISDICTION AND VENUE.

This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. STATE AUDITS.

The books, records, documents, and accounting procedures and practices of the Purchaser relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

14. 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 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.** (Attach additional page(s) if necessary):

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

Teacher Qualifications

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

Student Requirements

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

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

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

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES,

Inver Hills Community College

By (authorized signature and printed name)	Heather Aagesen-Huebner
<i>Heather Aagesen-Huebner</i> <small>Heather Aagesen-Huebner (Aug 20, 2025 12:43:30 CDT)</small>	
Title	VP Finance & Operations
Date	08/20/2025

2. PURCHASER: Burnsville High School

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

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

3. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date



MINNESOTA STATE

P.O. Number _____
 Purchaser Name _____
 Contract Number _____

INCOME CONTRACT

This contract is by and between Burnsville High School, 600 State Hwy 13, 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 Inver Hills Community College (hereinafter “Minnesota State”).

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

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

NOW, THEREFORE, it is agreed:

1. DUTIES OF MINNESOTA STATE.

The Minnesota State agrees to provide the following:

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

2. DUTIES OF PURCHASER.

The Purchaser agrees to provide the following:

Entering into this agreement for PSEO Course by Contract services to be directly contracted with the College.

- Authorize enrollment/course selection for eligible high school students with the College.

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

3. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed and goods or materials supplied by Minnesota State pursuant to this contract shall be paid by the Purchaser as follows: The school districts will be billed by College at the rate of Three Thousand and 00/100 Dollars (\$3000) x number of credits. (Example: \$3000 x 4 credit class = \$12,000). This rate may change in the future contracts.
- b. Terms of Payment. Payment shall be made by the Purchaser within 20 days of the date of the invoice presented.

4. TERM OF CONTRACT.

This contract shall be effective on July 1, 2025 or upon the date that the final required signature is obtained by Minnesota State, whichever occurs later, and shall remain in effect until June 30, 2026 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. Latanya Daniels, or their successor
 Title: Superintendent, Burnsville Public Schools
 Address: 200 W Burnsville Parkway, Burnsville, MN 55337
 Telephone: 952-707-2000
 E-Mail: superintendent191@isd191.org

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

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

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

7. **ASSIGNMENT.**

Neither the Purchaser nor Minnesota State shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

8. **LIABILITY.**

The Purchaser shall indemnify, save, and hold Minnesota State, its agents and employees harmless from any and all claims or causes of action arising from the performance of this contract by the Purchaser or Purchaser's agents or employees. This clause shall not be construed to bar any legal remedies the Purchaser may have for the failure of Minnesota State to fulfill its obligations pursuant to this contract.

9. **AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA").**

The Purchaser is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. Minnesota State IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

10. **AMENDMENTS.**

Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

11. **GOVERNMENT DATA PRACTICES ACT.**

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The Purchaser and Minnesota State must comply with the Minnesota Government Data

Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Purchaser in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Purchaser or Minnesota State.

In the event the Purchaser receives a request to release the data referred to in this clause, the Purchaser must immediately notify Minnesota State. Minnesota State will give the Purchaser instructions concerning the release of the data to the requesting party before the data is released.

12. JURISDICTION AND VENUE.

This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. STATE AUDITS.

The books, records, documents, and accounting procedures and practices of the Purchaser relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

14. 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 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.** (Attach additional page(s) if necessary):

Student Requirements

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

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

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

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES,

Inver Hills Community College

By (authorized signature and printed name) <i>Heather Agesen-Huebner</i> <small>Heather Agesen-Huebner (Aug 20, 2025 12:48:42 CDT)</small>	Heather Agesen-Huebner
Title VP Finance & Operations	
Date 08/20/2025	

2. PURCHASER: Burnsville High School

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

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

3. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date

APPENDIX A
PSEO Course by CONTRACT
2025-2026

College Responsibilities

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

High School Responsibilities

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



MINNESOTA STATE

P.O. Number _____
 Purchaser Name _____
 Contract Number _____

INCOME CONTRACT

This contract is by and between Burnsville High School, 600 State Hwy 13, 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 Inver Hills Community College (hereinafter “Minnesota State”).

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

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

NOW, THEREFORE, it is agreed:

1. **DUTIES OF MINNESOTA STATE.**

The Minnesota State agrees to provide the following:

- Provide appropriate registration, withdrawal, and Drop/Add information:
- Provide an Inver Prep program online application.
- If the High School chooses to use the Accuplacer test, the college will provide assistance and training to administer the Accuplacer test at the High School. After the first administration of testing, the High School will appoint a staff or faculty member who will be responsible for subsequent testing cycles. Information on multiple measures for course placement is provided.
- Maintain appropriate academic records documenting each Inver Prep course.
- Provide student electronic materials concerning IHCC academic policies and student responsibilities. (Minnesota State Policy Chapter 3.5.1 Part 3 Subpart A.) o Student Policies <https://www.inverhills.edu/Policies/index.aspx>
- Create class lists and enter grades.
- Make appropriate record adjustments for students in accordance to Drop/Add and Withdrawal policies.
- Maintain appropriate college course records for High School students and award college credit exclusive to Inver Hills Community College.
- Ensure that each college faculty mentor:

- Initiates an orientation session with Inver Prep High School teachers prior to the start of any Inver Prep course offering.
 - Collaborates with the High School Inver Prep teacher to clarify the approved college course outline and to create a course syllabus for the Inver Prep course.
 - Provides current college information of the text and course outlines for the High School teacher's use.
 - Provides teachers who have taught the course previously with copies of new course outlines, new calendars, schedules or other information as courses change.
 - Collaborates with High School Inver Prep teachers to assure that assessment meets academic department criteria.
- If the High School teacher is new to the Inver Prep program the faculty mentor will:
 - Visit the class at least once during the semester to observe teaching and student response to instruction, meeting with the teacher after each classroom observation as well as providing a guest lecture/presentation.
 - Communicate regularly (face-to-face, on-line, by telephone, etc.) with the High School Inver Prep teacher and monitor assignments, exams, projects, student academic achievement, and instructional effectiveness to ensure that the course meets the learning outcomes contained in the course outline approved by the college and that the students are held to college level standards.
 - Review selected graded assignments, tests and papers.
 - Extend to High School Inver Prep teachers, invitations to participate in appropriate campus-based faculty development activities. (Minnesota State Policy Chapter 3.5.1 Part 4 Subpart D Number 2).
 - If the High School teacher has taught in the Inver Prep program in previous years:
 - The college faculty liaison will conduct a needs assessment of the High School faculty to determine their professional development needs.
 - The college faculty liaison and High School teacher will work collaboratively to establish 4 professional development opportunities for the semester (can include face-to-face, phone, Zoom, or event meetings).
 - The High School teacher will be invited to attend 1 Academic Development Day event in the academic year (occurring in August) and may participate in additional development events that are relevant to their professional growth.

2. **DUTIES OF PURCHASER.**

The Purchaser agrees to provide the following:

- Provide class start and end date for each Inver Prep course.
- Work with College staff to schedule and administer the Accuplacer exam for students interested in Inver Prep courses prior to student admission and registration as needed.
- Ensure the following course scheduling requirements:

- Enrollment of Inver Prep courses must not exceed the class tally established by Inver Hills Community College.
- Inver Prep courses shall not simultaneously enroll Inver Prep and non- Inver Prep students unless previously approved by the college administration.
- By the end of the enrollment/registration timeframe provided to the High School, have students complete the online Inver Prep Application (student enrollment process) for the college's Inver Prep program and send a completed student enrollment list to the College's Inver Prep program administrator.
 - The enrollment list for each Inver Prep course offered shall include the full name of each student who plans to enroll in the course, with the understanding that in order to be listed, the student meets the criteria to be eligible for participation in an Inver Prep course.
 - The High School shall be responsible for ensuring that the student meets the eligibility requirements for Inver Prep courses.
- Provide all textbooks and other instructional materials/ equipment required for the course as determined by the sponsoring academic department and faculty mentor.
- Provide transportation and student and High School teacher lunches for campus visits.
- Ensure that each High School Inver Prep teacher does the following:
 - Attends a yearly workshop at IHCC to discuss issues, policies, procedures, and discipline specific component.
 - Uses the course outline for the Inver Prep course provided by the college.
 - Assigns formal, whole letter grades to each student on the class list. The completed grade sheet is to be signed and sent to the faculty mentor immediately after the semester ends
 - Provides the college faculty mentor with documentation that ensures each Inver Prep course is equivalent in content and rigor to the same course offered on campus. This documentation should include copies of quizzes, exams, and completed homework assignments that are examples of student A-level work, B-level work, and C-level work. A student's grade in a course is to be based on their academic performance on assignments and tests or other factors as mutually agreed upon by the High School teacher and faculty mentor and as stated in the syllabus. The college faculty mentor reserves the right to approve any mid-terms, as well as the final examination. If not approved, the college faculty mentor must demonstrate that the exam does not evaluate at the college level and/or it is not consistent with course learning objectives.

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 and 00/100 Dollars (\$3,000.00) per mentor/mentee relationship, per course, per semester for the 2025-2026 school year with an end date of July 31, 2026.
- b. Terms of Payment. Payment shall be made by the Purchaser within 20 days of the date of the invoice presented.

4. TERM OF CONTRACT.

This contract shall be effective on July 1, 2025 or upon the date that the final required signature is obtained by Minnesota State, whichever occurs later, and shall remain in effect until June 30, 2026 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. Latanya Daniels, or their successor
 Title: Superintendent, Burnsville Public Schools
 Address: 200 W Burnsville Parkway, Burnsville, MN 55337
 Telephone: 952-707-2000
 E-Mail: superintendent191@isd191.org

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

Name: Heather Aagesen-Huebner, or their successor
 Title: Vice President for Finance and Operations

Address: 2500 East 80th Street, Inver Grove Heights, MN 55076
 Telephone: 651-450-3534
 E-Mail: heather.aagesen-huebner@inverhills.edu

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

7. ASSIGNMENT.

Neither the Purchaser nor Minnesota State shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

8. LIABILITY.

The Purchaser shall indemnify, save, and hold Minnesota State, its agents and employees harmless from any and all claims or causes of action arising from the performance of this contract by the Purchaser or Purchaser's agents or employees. This clause shall not be construed to bar any legal remedies the Purchaser may have for the failure of Minnesota State to fulfill its obligations pursuant to this contract.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA").

The Purchaser is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. Minnesota State IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

10. AMENDMENTS.

Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

11. GOVERNMENT DATA PRACTICES ACT.

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The Purchaser and Minnesota State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Purchaser in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Purchaser or Minnesota State.

In the event the Purchaser receives a request to release the data referred to in this clause, the Purchaser must immediately notify Minnesota State. Minnesota State will give the Purchaser instructions concerning the release of the data to the requesting party before the data is released.

12. JURISDICTION AND VENUE.

This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. STATE AUDITS.

The books, records, documents, and accounting procedures and practices of the Purchaser relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

14. 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 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. (Attach additional page(s) if necessary):

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

Teacher Qualifications

- Each high school teacher selected to teach an In College course requires the approval of the teacher's principal and of the College's sponsoring academic department. (per Minnesota State Policy Chapter 3.5.1, Part 4, Subpart C).

Student Requirements

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

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

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

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES,

Inver Hills Community College

By (authorized signature and printed name) <i>Heather Aagesen-Huebner</i> <small>Heather Aagesen-Huebner (Aug 20, 2025 12:38:34 CDT)</small>	Heather Aagesen-Huebner
Title VP Finance & Operations	
Date 08/20/2025	

2. PURCHASER: Burnsville High School

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

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

3. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date



MINNESOTA STATE

P.O. Number _____
 Purchaser Name _____
 Contract Number _____

INCOME CONTRACT

This contract is by and between One91 Virtual Academy, 13109 County Road 5, 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 Inver Hills Community College (hereinafter “Minnesota State”).

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

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

NOW, THEREFORE, it is agreed:

1. **DUTIES OF MINNESOTA STATE.**

The Minnesota State agrees to provide the following:

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

Ensure that each college faculty mentor:

- Initiates an orientation session with In College high school teachers prior to the start of any In College course offering.
- Collaborates with the high school In College teacher to clarify the approved college course outline and creates a course syllabus for the In College course.
- Provides current college information of the text and course outlines for the high school teacher's use.
- Provides teachers who have taught the course previously with copies of new course outlines, new calendars, schedules or other information as courses change.
- Collaborates with high school In College teachers to assure that assessment meets academic department criteria.
- Visits the class at least once during the year to observe teaching and student response to instruction, meeting with the teacher after each classroom observation as well as providing a guest lecture/presentation.
- Communicates regularly (face-to-face, on-line, by telephone, etc.) with the high school In College teacher and monitors assignments, exams, projects, student academic achievement, and instructional effectiveness to ensure that the course meets the learning outcomes contained in the course outline approved by the college and that the students are held to college-level standards.
- Reviews selected graded assignments, tests and papers.
- Extends to high school In College teachers, invitations to participate in appropriate campus-based faculty development activities. (Minnesota State Policy Chapter 3.5.1 Part 4 Subpart D Number 2).

2. **DUTIES OF PURCHASER.**

The Purchaser agrees to provide the following:

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

- Provide transportation and student and lunches for campus visits.

Ensure the following course scheduling requirements:

- Enrollment of In College courses must not exceed the class tally established by Inver Hills Community College.
- In College courses shall not simultaneously enroll In College and non- In College students unless previously approved by the college's administration.

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

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

3. **CONSIDERATION AND TERMS OF PAYMENT.**

- a. Consideration for all services performed and goods or materials supplied by Minnesota State pursuant to this contract shall be paid by the Purchaser as follows: Three Thousand and 00/100 Dollars (\$3,000.00) per mentor/mentee relationship, per course, per semester for the 2025-2026 school year with an end date of July 31, 2026.
- b. Terms of Payment. Payment shall be made by the Purchaser within 20 days of the date of the invoice presented.

4. **TERM OF CONTRACT.**

This contract shall be effective on July 1, 2025 or upon the date that the final required signature is obtained by Minnesota State, whichever occurs later, and shall remain in effect until June 30, 2026 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. Latanya Daniels, or their successor
 Title: Superintendent, Burnsville Public Schools
 Address: 200 W Burnsville Parkway, Burnsville, MN 55337
 Telephone: 952-707-2000
 E-Mail: superintendent191@isd191.org

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

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

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

7. ASSIGNMENT.

Neither the Purchaser nor Minnesota State shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

8. LIABILITY.

The Purchaser shall indemnify, save, and hold Minnesota State, its agents and employees harmless from any and all claims or causes of action arising from the performance of this contract by the Purchaser or Purchaser's agents or employees. This clause shall not be construed to bar any legal remedies the Purchaser may have for the failure of Minnesota State to fulfill its obligations pursuant to this contract.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA").

The Purchaser is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. Minnesota State IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

10. AMENDMENTS.

Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

11. GOVERNMENT DATA PRACTICES ACT.

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The Purchaser and Minnesota State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Purchaser in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Purchaser or Minnesota State.

In the event the Purchaser receives a request to release the data referred to in this clause, the Purchaser must immediately notify Minnesota State. Minnesota State will give the Purchaser instructions concerning the release of the data to the requesting party before the data is released.

12. JURISDICTION AND VENUE.

This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. STATE AUDITS.

The books, records, documents, and accounting procedures and practices of the Purchaser relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

14. 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 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.** (Attach additional page(s) if necessary):

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

Teacher Qualifications

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

Student Requirements

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

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

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

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES,

Inver Hills Community College

By (authorized signature and printed name)	Heather Aagesen-Huebner
<i>Heather Aagesen-Huebner</i> <small>Heather Aagesen-Huebner (Aug 20, 2025 12:40:20 CDT)</small>	
Title	VP Finance & Operations
Date	08/20/2025

2. PURCHASER: Bunsville High School

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

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

3. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date

12. Approve Income Contract for Dakota County Technical College

316

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



**Agenda IV.B.12.
August 28, 2025**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Dr. Chris Bellmont, assistant superintendent

Date: August 20, 2025

Re: Approve Income Contract for Dakota County Technical College

Recommendation: That the Board of Education approve the Dakota County Technical College Income Contracts presented between Burnsville High School and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Dakota County Technical College and authorize the Superintendent of ISD 191 to execute the agreement.

Notes:

This is an annual contract for post-secondary courses and programs offered in our schools.



MINNESOTA STATE

P.O. Number _____
 Purchaser Name _____
 Contract Number _____

INCOME CONTRACT

This contract is by and between Burnsville High School, 600 State Hwy 13, 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 Dakota County Technical College (hereinafter “Minnesota State”).

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

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

NOW, THEREFORE, it is agreed:

1. **DUTIES OF MINNESOTA STATE.**

The Minnesota State agrees to provide the following:

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

Ensure that each college faculty mentor:

- Initiates an orientation session with In College high school teachers prior to the start of any In College course offering.
- Collaborates with the high school In College teacher to clarify the approved college course outline and creates a course syllabus for the In College course.
- Provides current college information of the text and course outlines for the high school teacher's use.
- Provides teachers who have taught the course previously with copies of new course outlines, new calendars, schedules or other information as courses change.
- Collaborates with high school In College teachers to assure that assessment meets academic department criteria.
- Visits the class at least once during the year to observe teaching and student response to instruction, meeting with the teacher after each classroom observation as well as providing a guest lecture/presentation.
- Communicates regularly (face-to-face, on-line, by telephone, etc.) with the high school In College teacher and monitors assignments, exams, projects, student academic achievement, and instructional effectiveness to ensure that the course meets the learning outcomes contained in the course outline approved by the college and that the students are held to college-level standards.
- Reviews selected graded assignments, tests and papers.
- Extends to high school In College teachers, invitations to participate in appropriate campus-based faculty development activities. (Minnesota State Policy Chapter 3.5.1 Part 4 Subpart D Number 2).

2. **DUTIES OF PURCHASER.**

The Purchaser agrees to provide the following:

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

- Provide transportation and student and lunches for campus visits.

Ensure the following course scheduling requirements:

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

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

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

3. **CONSIDERATION AND TERMS OF PAYMENT.**

- a. Consideration for all services performed and goods or materials supplied by Minnesota State pursuant to this contract shall be paid by the Purchaser as follows: Three Thousand and 00/100 Dollars (\$3,000.00) per mentor/mentee relationship, per course, per semester for the 2025-2026 school year with an end date of July 31, 2026.
- b. Terms of Payment. Payment shall be made by the Purchaser within 20 days of the date of the invoice presented.

4. **TERM OF CONTRACT.**

This contract shall be effective on July 1, 2025 or upon the date that the final required signature is obtained by Minnesota State, whichever occurs later, and shall remain in effect until June 30, 2026 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

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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. Latanya Daniels, or their successor
 Title: Superintendent, Burnsville Public Schools
 Address: 200 W Burnsville Parkway, Burnsville, MN 55337
 Telephone: 952-707-2000
 E-Mail: superintendent191@isd191.org

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

Name: Heather Aagesen-Huebner, or their successor
 Title: Vice President for Finance and Operations
 Address: 2500 East 80th Street, Inver Grove Heights, MN 55076
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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.

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The Purchaser shall indemnify, save, and hold Minnesota State, its agents and employees harmless from any and all claims or causes of action arising from the performance of this contract by the Purchaser or Purchaser's agents or employees. This clause shall not be construed to bar any legal remedies the Purchaser may have for the failure of Minnesota State to fulfill its obligations pursuant to this contract.

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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.

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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 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.

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- Each high school teacher selected to teach an In College course requires the approval of the teacher's principal and of the College's sponsoring academic department. (per Minnesota State Policy Chapter 3.5.1, Part 4, Subpart C).

Student Requirements

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

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

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

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES,

Dakota County Technical College

By (authorized signature and printed name)	Heather Aagesen-Huebner
Title	VP Finance & Operations
Date	08/20/2025

2. PURCHASER: Burnsville High School

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

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

3. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date

V. Closed Session, as permitted by Minn. Stat. 13D.05, Subd. 3(d), to Review
Graduation Ceremony Security

325

Speaker(s): Dr. Chris Bellmont, Assistant Superintendent, Jesús Sandoval , Principal
and Sergeant Brent Murray, Burnsville Police Department



**Agenda V.
August 28, 2025**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Stacey Sovine, executive director of administrative services

Date: August 28, 2025

Re: Closed Session, as permitted by Minn. Stat. 13D.05, Subd. 3(d), to Review Graduation Ceremony Security

VI. Closed Session, as permitted by Minnesota Statutes Section 13D.03, to
Discuss Labor Negotiations Strategy

327

Speaker(s): Stacey Sovine, Executive Director of Administrative Services



**Agenda VI.
August 28, 2025**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Stacey Sovine, executive director of administrative services

Date: August 28, 2025

Re: Closed Session, as permitted by Minnesota Statutes Section 13D.03, to
Discuss Labor Negotiations Strategy

VII. Adjourn

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.