Burnsville · Eagan · Savage

# Regular Meeting Agenda

Diamondhead Education Center
200 W. Burnsville Parkway
Burnsville, MN 55337
April 9, 2026
6:30 PM

**Strategic Directions:**
-Creating space and opportunity for each and every voice to be heard
-Actively leading by developing and sustaining a diverse and equitable education system
-Supporting and leveraging innovation to improve student outcomes and district culture
-Engaging our community to ensure common understanding of our Strategic Roadmap and the district work to support it

5:45 PM Listening Session with Director Chester and Director Hume

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. School Report: Edward Neill Elementary School 2
    **Speaker(s):** Dr. Chris Bellmont, Assistant Superintendent, Lyle Bomsta, Principal, and Misbah Hirani & Jordan Petrick, Teachers

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**Agenda III.A.**
**April 9, 2026**

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

**From:** Dr. Chris Bellmont, assistant superintendent, Lyle Bomsta, principal, and Misbah Hirani & Jordan Petrick, teachers

**Date:** April 9, 2026

**Re:** School Report: Edward Neill Elementary School

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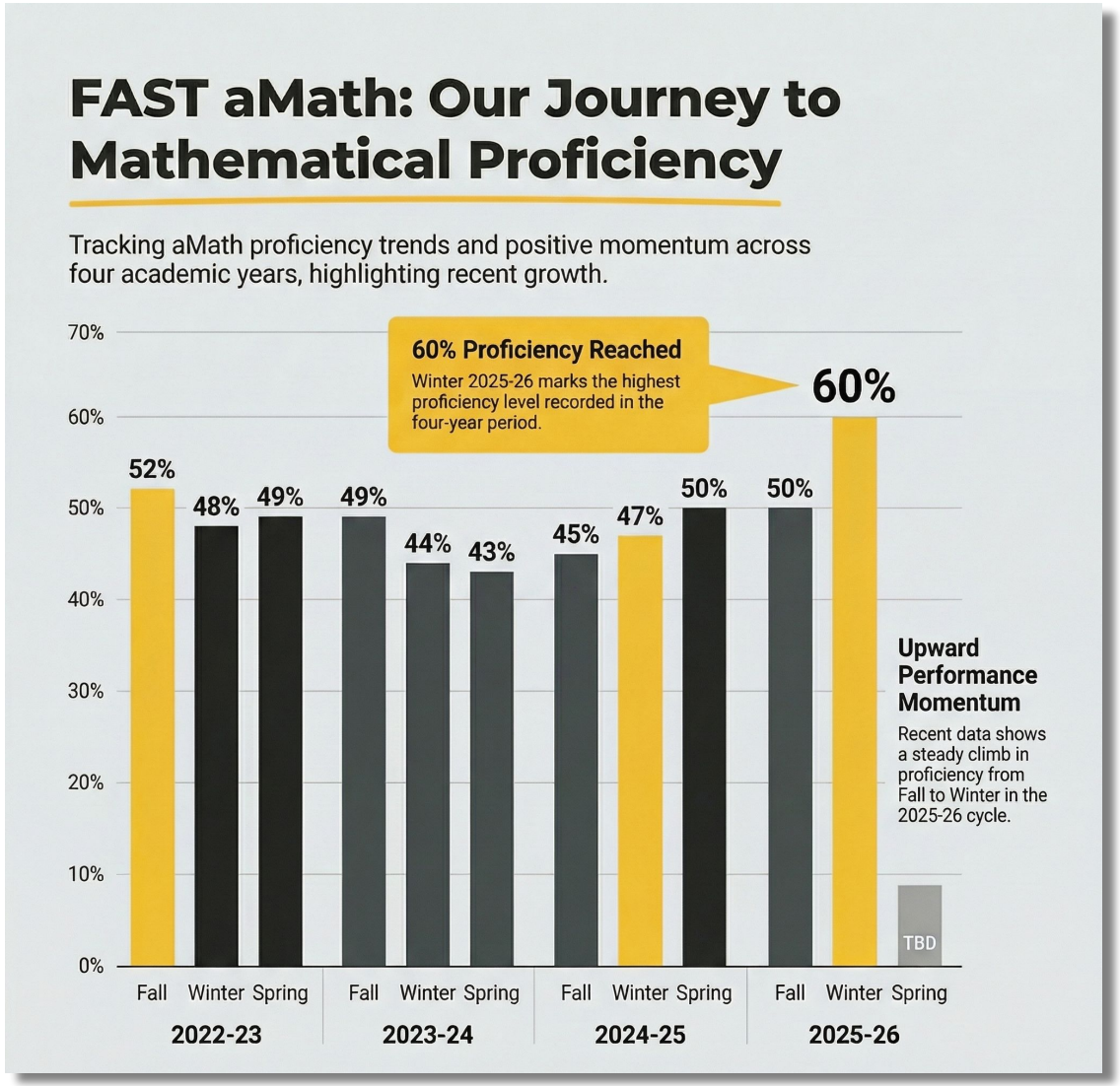
Believe, Belong, Build and Become.

# Edward Neill Elementary School

**April 9, 2026**

Lyle Bomsta, Principal
Misbah Hirani & Jordan Petrick, 5th Grade Teachers

# Edward Neill Elementary




**Building SIP Goal:** The percentage of students in grades 2-5 who are in the "low risk" "advanced" on the FAST aMath will increase from Fall 50% in 2025 to Spring 54% in 2026

- **Attendance Systems**
- **Tier 1 Instruction Focus**
- **Data Walls**
- **Increased Collaboration**

# Tier 1 Innovation

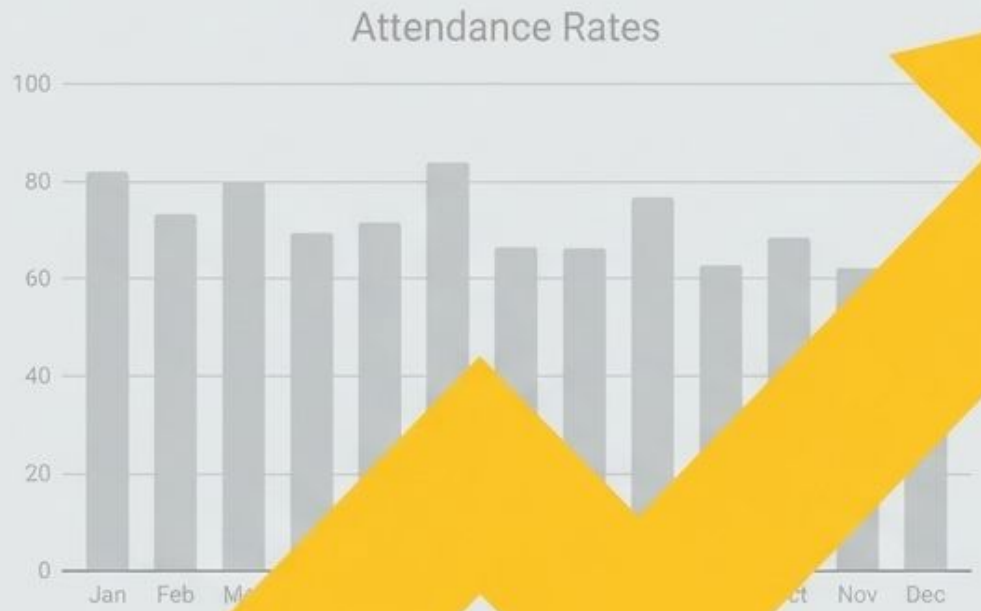


## Podcast-Driven Math Mastery: Neill Elementary

How proactive podcast pre-teaching at Neill Elementary accelerates math growth compared to traditional methods.

| TRADITIONAL INSTRUCTION | NEILL ELEMENTARY PROACTIVE MODEL |
| --- | --- |
| **Traditional vs. Proactive Preparation**<br>While standard instruction begins in-class, Neill students receive curriculum pre-teaching via podcasts during their morning breakfast routine. | **Proactive Pre-Teaching**<br>Neill Elementary's proactive podcast model outperforms traditional instructional timing by leveraging breakfast routines for bilingual pre-teaching. |
| **Bilingual Support:** Standard classroom delivery | **Universal Bilingual Accessibility:** Math curriculum and state standards are delivered in both English and Spanish to support diverse learner populations. |
| **Instructional Adjustments:** Post-lesson evaluation | **Real-Time Instructional Adjustments:** Daily formative assessment data from podcast listeners allows teachers to proactively adjust lessons before class begins. |

# You cannot ‘data’ your way out of an attendance crisis.

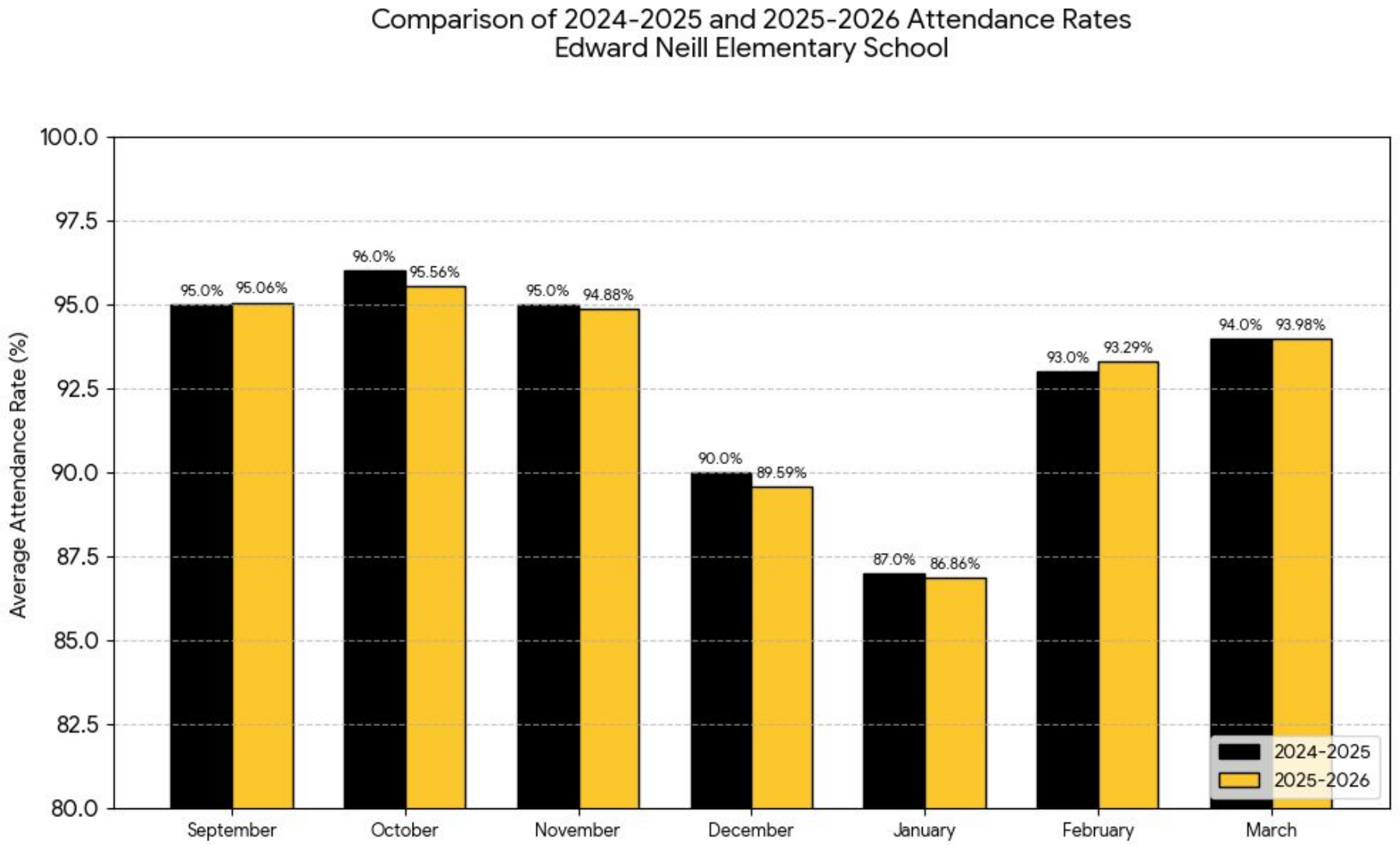



**“When a first grader cheers because their teammate showed up today, that isn’t just a stat; that’s a community being built.”**

**Edward Neill Elementary Strategy:** The foundation of unshakeable attendance isn't found in a spreadsheet, but in the deliberate construction of peer-to-peer and student-to-teacher relationships.

NotebookLM

# Attendance Tracking



# The Three-Phase Systematic Evolution



## Phase 1: Process

**Focus: Compliance & Tracking**

**Key Actions:** Compiling lists, documenting phone calls, creating data walls, checking chronic rates.

**Status at Neill: Completed**

## Phase 2: Intervention

**Focus: Targeted Action & Engagement**

**Key Actions:** Identifying individual barriers, implementing classroom/grade-level incentives, gathering family feedback.

**Status at Neill: Active**

## Phase 3: Systematic Improvement

**Focus: Root Cause & Equity Shift**

**Key Actions:** Analyzing specific subgroups (SPED, Ethnicity, Transportation type) to enact holistic, building-wide change.

**Status at Neill: Current Challenge & Strategic Goal**

NotebookLM

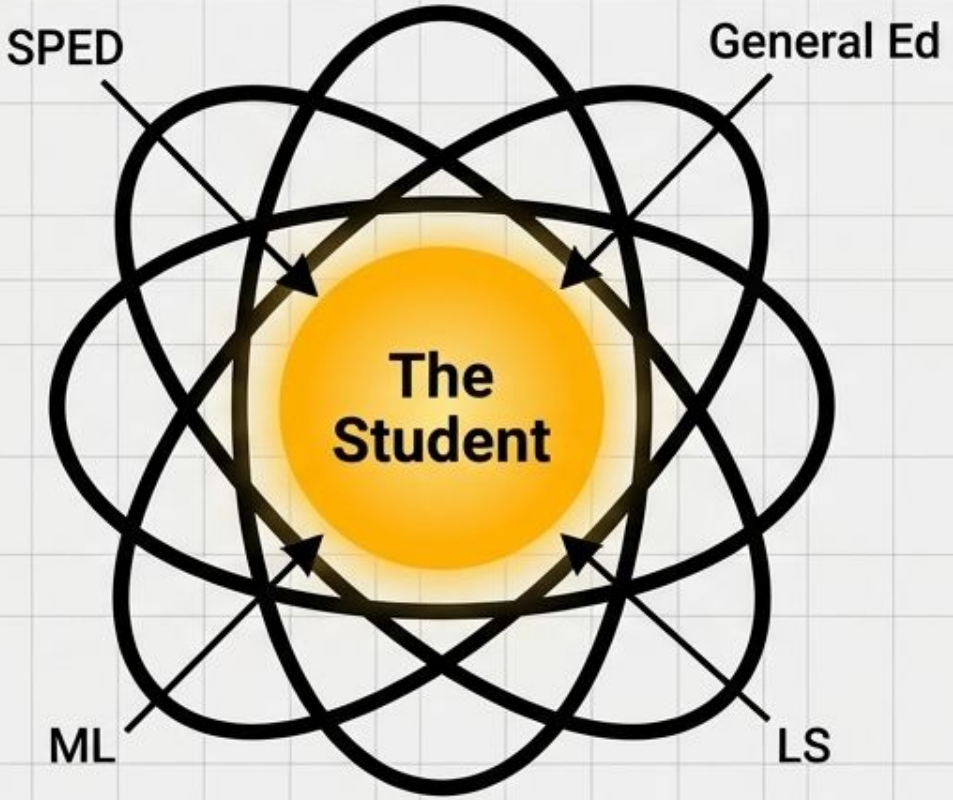
# What is Next for Neill



## The Old Model




## The New Model




Building a master schedule is a **collaborative, student-first puzzle**. We have stopped treating administrative planning as a substitute for human strategy.

*"The biggest barrier to student through-growth is the 'privacy of the classroom.' We must move from 'my' students to 'our' students."*

*— Hattie - Visible Learning for Teachers*

# Thank You

*This slideshow was assisted by Google Gemini*

B. Student Representative Report 13

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

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**Agenda III.B.**
**April 9, 2026**

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

**From:** Feven Tesfaye, student board representative

**Date:** April 9, 2026

**Re:** Student Board Representative Report

*!*

C. Superintendent Report 15

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**Agenda III.C.**
**April 9, 2026**

**To:** Board of Education

**From:** Dr. Latanya Daniels, superintendent

**Date:** April 9, 2026

**Re:** Superintendent Report

*!*

D. Board Member Reports 17

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**Agenda III.D.**
**April 9, 2026**

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

**From:** Abigail Alt, Board Chair

**Date:** April 9, 2026

**Re:** Board Member Reports

Receive reports from board members.

IV. Business Meeting

A. Consent Agenda

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

1. Approve Minutes 19

School Board Minutes
INDEPENDENT SCHOOL DISTRICT 191
March 26, 2026

| | |
|---|---|
| The regular meeting of the Board of Education was called to order by Director Anderson at 6:30 p.m. The meeting was held at Diamondhead Education Center, 200 West Burnsville Parkway, Burnsville, MN, 55337. | Call to Order |
| Directors Chester, Sachse, Werb and Chair Pro Tem Anderson were present. Chair Alt, Vice Chair Hume and Director Mikkelsen were absent. Superintendent Dr. Latanya Daniels, Student Representative Feven Tesfaye, administrators, staff and members of the public were also present. | Attendance |
| The first order of business was to elect a chair to run the evening's meeting. It was moved by Chester, and seconded by Sachse, that Director Anderson serve as the Chair Pro Tem for the meeting. The motion carried unanimously (4,0) | Elect Chair Pro Tem |
| Chair Pro Tem Anderson welcomed the audience and asked Director Sachse to lead the Pledge of Allegiance. | Pledge of Allegiance |
| Moved by Chester, seconded by Sachse, to approve the agenda. The motion carried unanimously (4,0). | Agenda |
| Received a School Report on Vista View Elementary School and One91 Virtual Academy Grades K-5 from Dr. Chris Bellmont, assistant superintendent, Angie Pohl, principal, Cynthia Ruiz, cultural liaison, Kirenza Cooper and Corbin Orlenko, teachers. | School Report |
| Received a Student Performance and Achievement Committee Report on Addressing Disparities from Isis Buchanan, director of educational equity, Imina Oftedahl, director of curriculum, instruction and assessment, and Amy Piotrowski, director of student support services | SPA Report on Addressing Disparities |
| Received a report from Director Chester on the Legislative Committee Meeting and District 917. Chair Pro Tem Anderson shared a Policy Review Committee Meeting report and Foundation 191 update. | Board Committee and Assignment Reports |
| Moved by Werb, seconded by Chester, to approve the consent agenda:<br>-Approve minutes of the regular board meeting on March 12, 2026.<br>-Approve personnel recommendations for Kari Hill, Natalie Broich, Jennifer Kennedy, Abigail York, Molly Moran, Jennifer Smith, Megan Gonzalez, Sterlin Haji, Michaela Gallagher, Susan Buckrey, Randall Geditz, Kimberly Steeg, Marcia Sexton, Gabriel Hubbard, Erin O'Hara, AnnMarie Engebretson, Ann Bakken, Emily Powers, Mikayla Hubbard, Nate Strand, Steven T McGee, Mackenzie Donais, Paul Carney, Miguel Gamboa, Lillian Kuziej, Jennifer Lopez Diaz, Kellie Allman, Angila Schmidtke, Chris Berbee, Eustace Kesseh, Ben Woelfe,l DeMario Richardson, and Joe Kinsella.<br>- Approve January payroll checks in the net amount of | Consent Agenda<br>Minutes<br>Personnel Recommendations<br>Checks, Receipt, Claims and Investments<br>Budget Analysis<br>Listening Session<br>Board Retreat |

$4,650,009.93. January claims to date, wire transfers and adjustments totaling $21,682,731.45. Also, that the Board accepts January receipts of $18,566,756.73 and investments for the General Fund and OPEB of $91,063,890.46 as of January 31, 2026.
-Accepts the Budget Analysis for the month ending January 31, 2026.
-Receive a report about the Listening Session on March 12, 2026.
- Approve scheduling a Board Retreat on May 4, 2026 at 6:00 p.m.
The motion carried unanimously (4,0).

Moved by Sachse, seconded by Werb, to approve the Collective Bargaining Agreement with the Burnsville Principal Association. The motion carried unanimously 4,0).

Collective Bargaining with BPA

Having no further agenda items, Chair Pro Tem Anderson adjourned the meeting at 7:21 p.m.

Adjourn

/s/ April 9, 2026

Rachael Mikkelsen, Board Clerk Date Approved

2. Approve Personnel Recommendations 22

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: April 9, 2026
RE: Recommended Personnel Changes

| CLASSIFICATION | ACTION | NAME | FINAL | LOCATION | POSITION | EFFECTIVE DATE | HOURS / FTE |
|---|---|---|---|---|---|---|---|
| Certified | Leave of Absence | Kerianne Green | | Vista View Elementary School | Teacher | 2026-2027 School Year | 1.0 FTE |
| Certified | Resignation | Alyssa Eggersgluss | | Vista View Elementary School | Teacher | 06/05/2026 | 1.0 FTE |
| Certified | Resignation | Kimberly Roeseberg | | Eagle Ridge Middle School | Teacher | 06/05/2026 | 1.0 FTE |
| Certified | Resignation | Salma Sheikhibrahim | | Gideon Pond Elementary | Social Worker | 06/05/2026 | 1.0 FTE |
| Classified | Appointment | Noah Hillman | | Nicollet Middle School | Girls Track and Field- Assistant Coach | Spring Stipend | 1.0 FTE Stipend |
| Classified | Appointment | Ryan Hinderaker | | Eagle Ridge Middle School | Musical Vocal Director | Spring Stipend | 1.0 FTE Stipend |
| Classified | Appointment | Kendra Vogt | | Burnsville High School | Girls Golf- Assistant Coach | Spring Stipend | .50 FTE Stipend |
| Classified | Appointment | Keegan McDevitt | | Burnsville High School | Boys Golf- Assistant Coach | Spring Stipend | .37 FTE Stipened |
| Classified | Appointment | Kim Harrod | | Burnsville High School | Girls Golf- Assistant Coach | Spring Stipend | .50 FTE Stipend |
| Classified | Change of Assignment | Nadia Gutama Guaillas | | Burnsville High School | Food Service Associate | 05/01/2026 | 5.75 hours/day |
| Classified | Leave of Absence | Jack Tillman | | Vista View Elementary School | Educational Assistant | 2026-2027 School Year | 7.5 hours/day |
| Classified | Leave of Absence | Jack Tillman | | Vista View Elementary School | Educational Assistant | 3/3/2026-6/4/2026 | 7.5 hours/day |
| Classified | Probationary Release | Carol Louisiana | | Sky Oaks Elementary School | Educational Assistant | 04/04/2026 | 7.25 hours/day |
| Classified | Resignation | Jackie Sorensen | | Gideon Pond Elementary | Administrative Assistant | 04/17/2026 | 8 hours/day |
| Classified | Resignation | David Shaw | | Burnsville High School | Girls Basketball- Head Coach | 03/09/2026 | 1.0 FTE Stipend |
| Classified | Resignation | Fatuma Ali | | Diamondhead Education Center | Community Service Associate | 04/24/2026 | 8 hours/day |
| Classified | Resignation | Guek Yong Lau | | Diamondhead Education Center | Administrative Assistant | 04/17/2026 | 8 hours/day |

3. Receive a Report about the Listening Session 25

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**Agenda IV.A.3.**
**April 9, 2026**

**To:** Board of Education

**From:** Dr. Latanya Daniels, superintendent

**Date:** March 26, 2026

**Re:** Report about the Listening Session

**Recommendation:** Receive a report about the listening session scheduled on March 26, 2026.

There were no speakers who signed up to speak at the listening session on March 26, 2026.

4. Approve on a First and Final Reading, Non-Substantive Changes to Policy 211: *Criminal or Civil Action Against School District, School Board Member, Employee or Student* 27

**Agenda IV.A.4**
**April 9, 2026**

**To:** Board of Education

**From:** Dr. Latanya Daniels, superintendent

**Date:** March 24, 2026

**Re:** Approve, on a First and Final Reading, Non-Substantive Changes to Policy 211: *Criminal or Civil Action Against School District, School Board Member and Employee or Student*

**Recommendation:** That the Board of Education approve, on a first and final reading, non-substantive changes to policy 211: *Criminal or Civil Action Against School District, School Board Member and Employee or Student*

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**Notes:**
The following policy was reviewed during the March 24, 2026 Policy Review Committee and recommended for a first and final reading for the following non-substantive changes:

- MSBA Technical Update – Adds an additional reference

*Adopted: 8/1990* *Burnsville-Eagan-Savage School District Policy 211*
*Reviewed: PRC 6.24.26~~6/13/2024~~*
*Revised: 4/28/2022*
*Rescinds: BCG*

# 211 CRIMINAL OR CIVIL ACTION AGAINST SCHOOL DISTRICT, SCHOOL BOARD MEMBER, EMPLOYEE, OR STUDENT

## I. PURPOSE

The purpose of this policy is to provide guidance about the school district's position, rights, and responsibilities when a civil or criminal action is pending against the school district, or a school board member, school district employee, or student.

## II. GENERAL STATEMENT OF POLICY

A. The school district recognizes that, when civil or criminal actions are pending against a school board member, school district employee, or student, the school district may be requested or required to take action.

B. In responding to such requests and/or requirements, the school district will take such measures as are appropriate to its primary mission of providing for the education of students in an environment that is safe for staff and students and is conducive to learning.

C. The school district acknowledges its statutory obligations with respect to providing assistance to school board members and teachers who are sued in connection with performance of school district duties. Collective bargaining agreement and school district policies may also apply.

D. A decision to seek legal advice or assistance shall normally be made by the superintendent or a designee. Such action shall occur as it is consistent with board policy or standard practice and meets an obvious need of the school district. The school board chair or chair's designee may seek legal advice directly from the school district's legal counsel in matters relating to the superintendent's contract, evaluation, performance, or employment.

## III. CIVIL ACTIONS

A. Pursuant to Minnesota Statutes Section 466.07, subd. 1, the school district shall defend and indemnify any school board member or school district employee for damages in school-related litigation, including punitive damages, claimed or levied against the school board member or employee, provided that the school board member or employee was acting in the performance of the duties of the position and was not guilty of malfeasance, willful neglect of duty, or bad faith.

B. Pursuant to Minnesota Statutes Section 123B.25(b), with respect to teachers employed by the school district, upon written request of the teacher involved, the school district must provide legal counsel for any school teacher against whom a claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of the teacher with the school district. The school district will choose legal counsel after consultation with the teacher.

C. Data Practices

Educational data and personnel data maintained by the school district may be sought as evidence in a civil proceeding. The school district will release the data only pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and to the Family Educational Rights and Privacy Act, 20 United States Code § 1232g and related regulations. When an employee is subpoenaed and is expected to testify regarding educational data or personnel data, to the employee will inform the building administrator or designated supervisor, who shall immediately inform the superintendent or designee. No school board member or employee may release data without consultation in advance with the school district official designated as the responsible authority for the collection, use, and dissemination of data.

D. Service of Subpoenas

School district officers and employees will normally not be involved in providing service of process for third parties in the school setting.

E. Leave to Testify

Leave for employees appearing in court, either when sued or under subpoena to testify, will be considered in accordance with school district personnel policies and applicable collective bargaining agreements.

## IV. CRIMINAL CHARGES OR CONDUCT

A. Employees

1. The school district expects that its employees serve as positive role models for students. As role models for students, employees have a duty to conduct themselves in an exemplary manner.

2. If the school district receives information relating to activities of a criminal nature by an employee, the school district will investigate and take appropriate disciplinary action, which may include discharge, subject to school district policies, statutes, and provisions of applicable collective bargaining agreements.

3. Pursuant to Minnesota Statutes Section 123B.02, Subd. 20, if reimbursement for a criminal defense is requested by a school district employee, the school board may, after consulting with its legal counsel, reimburse the employee for any costs and reasonable attorney fees incurred by the employee to defend criminal charges brought against the employee arising out of the performance of duties for the school district. The decision whether to reimburse shall be made in the school board's discretion. A school board member who is a witness or an alleged victim in the case may not vote on the reimbursement. If a quorum of the school board is disqualified from voting on the reimbursement, the reimbursement must be approved by a judge of the district court.

B. Students

The school district has an interest in maintaining a safe and healthful environment and in preventing disruption of the educational process. To promote that interest, the school district will take appropriate action regarding students convicted of crimes that relate to the school environment.

C. Criminal Investigations

1. The policy of the school district is to cooperate with law enforcement officials. The school district will make all efforts, however, to encourage law enforcement officials to question students and employees outside of school hours and off school premises unless extenuating circumstances exist, the matter being investigated is school-related, or as otherwise provided by law.

2. If questioning at school is unavoidable, the school district will attempt to maintain confidentiality, to avoid embarrassment to students and employees and to avoid disruption of the educational program. The school district will attempt to notify parents of a student under age 18 that police will be questioning their child. Normally, the superintendent, principal, or other appropriate school official will be present during the interview, except as otherwise required by law (Minnesota Statutes Section 260E.22 or as otherwise determined in consultation with the parent or guardian.

D. Data Practices

The school district will release to juvenile justice and law enforcement authorities educational and personnel data only in accordance with Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act) and 20 United States Code § 1232g (FERPA).

## V. STATEMENTS WHEN LITIGATION IS PENDING

The school district recognizes that when a civil or criminal action is commenced or pending, parties to the lawsuit have particular duties in reference to persons involved or

named in the lawsuit, as well as insurance carrier(s). Therefore, school board members or school district employees shall make or release statements in that situation only in consultation with legal counsel.

***Legal References:***

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 123B.02, Subd. 20 (Legal Counsel, Reimbursement)
Minn. Stat. § 123B.25(b) (Legal Actions Against Districts and Teachers)
Minn. Stat. § 260E.22 (Interviews)
Minn. Stat. § 466.07, Subd. 1 (Indemnification)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
42 U.S.C. § 1983 (Civil Action for Deprivation ofRights)
Minn. Op. Atty. Gen. 169 (Mar. 7, 1963)
Minn. Op. Atty. Gen. 169 (Nov. 3, 1943)
*Dypress v. School Committee of Boston*, 446 N.E.2d 1099 (Mass. App. Ct. 1983)
*Wood v. Strickland*, 420 U.S. 308 (1975)

***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 408 (Subpoena of a School District Employee)
Burnsville-Eagan-Savage School District Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
Burnsville-Eagan-Savage School District Policy 422 (Policies Incorporated by Reference)
Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)
Burnsville-Eagan-Savage School District Policy 519 (Interviews of Students by Outside Agencies)

5. Approve, on a First and Final Reading, Non-Substantive Changes to Policies: 405: *Veteran's Preference* 33

**Agenda IV.A.5**
**April 9, 2026**

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

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

**Date:** March 24, 2026

**Re:** Approve, on a First and Final Reading, Non-Substantive Changes to Policy 405: *Veteran's Preferences*

**Recommendation:** That the Board of Education approve, on a first and final reading, non-substantive changes to policy 405: *Veteran's Preferences*.

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**Notes:**
The following policy was reviewed during the March 24, 2026 Policy Review Committee and recommended for a first and final reading for the following non-substantive changes:

- MSBA Technical Update – Wording Update

*Adopted:* *7/2001* *Burnsville-Eagan-Savage School District Policy 405*
*Reviewed:* ~~*9/14/2023*~~*PRC 3/24/26*
*Revised:* *8/24/2017*
*Rescinds:* *GCDCA*

## 405 VETERAN'S PREFERENCE

### I. PURPOSE

The purpose of this policy is to comply with the Minnesota Veterans Preference Act (VPA) which provides preference points for veterans applying for employment with political subdivisions, including school districts, as well as additional rights for veterans in the discharge process.

### II. GENERAL STATEMENT OF POLICY

A. Independent School District 191's policy is to comply with the VPA regarding veteran's preference rights and mandated preference points to veterans and spouses of deceased veterans or disabled veterans.

B. The school district's policy is also to comply with the VPA requirement that no covered veteran may be removed from public employment except for incompetency or misconduct shown after a hearing upon due notice, upon stated charges, and in writing. This paragraph does not apply to the position of teacher.

C. Veteran's preference points will be applied pursuant to applicable law as follows:

1. A credit of ten points shall be added to the competitive open examination rating of a nondisabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.

2. A credit of fifteen points shall be added to the competitive open examination rating of a disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.

3. A credit of five points shall be added to the competitive promotional examination rating of a disabled veteran, who so elects, provided that (a) the veteran obtained a passing rating on the examination without the addition of the credit points and (b) the veteran is applying for a first promotion after securing public employment.

4. A preference may be used by the surviving spouse of a deceased veteran and by the spouse of a disabled veteran who, because of the disability, is unable to qualify.

D. Eligibility for and application of veteran's preference, the definition of a veteran, and the definition of a disabled veteran for purposes of this policy will be pursuant to the VPA.

E. When notifying applicants that they have been accepted into the selection process, the school district shall notify applicants that they may elect to use veteran's preference.

F. The school district's policy is to use a 100-point hiring system to enable allocation of veteran's preference points. The school district may or may not use a 100-point hiring system for filling teaching positions. If a 100-point hiring system is not used for filling a teaching position, preference points will not be added, but all veteran applicants who have proper licensure for the teaching position will be granted an interview for the position.

G. If the school district ~~rejects~~ does not select a member of the finalist pool who has claimed veteran's preference, the school district shall notify the finalist in writing of the reasons for the rejection and file the notice with the school district's personnel officer.

H. In accordance with the VPA, no honorably discharged veteran shall be removed from a position of employment except for incompetency, misconduct, or good faith abolishment of position.

1. Incompetency or misconduct must be shown after a hearing, upon due notice, upon stated charges, in writing.

2. A veteran must irrevocably elect to be governed either by the VPA or by arbitration provisions set forth in a collective bargaining agreement in the event of a discharge.

I. The VPA and the provisions of this policy do not apply to the position of private secretary, superintendent, head of a department, or any person holding a strictly confidential relation to the school board or school district. The VPA and the provisions of this policy apply to teachers only with respect to the hiring process, as set forth in Paragraph F., above.

***Legal References:*** Minn. Stat. § 43A.11 (Veteran's Preference)
Minn. Stat. § 197.455 (Veteran's Preference Applied)
Minn. Stat. § 197.46 (Veterans Preference Act)
*Hall v. City of Champlin*, 463 N.W.2d 502 (Minn. 1990)
*Young v. City of Duluth,* 410 N.W.2d 27 (Minn. Ct. App. 1987)

***Cross References:*** Burnsville-Eagan-Savage School District Policy 401 (Equal Employment Opportunity)

6. Approve, on a First and Final Reading, No Changes to Policies: 401: *Equal Employment Opportunity*, 701.1: *Modification of School District Budget*, 702: *Accounting*, 703: *Annual Audi*t, 705: *Investments*, 705.1 *Post Issuance Debt Compliance*, 705.2: *Other Post-Employment Employee Benefits (OPEB) Investments*, 807: *Health and Safety Policy* 37

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Burnsville · Eagan · Savage

**Agenda IV.A.6**
**April 9, 2026**

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

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

**Date:** March 24, 2026

**Re:** Approve, on a First and Final Reading, No Changes to Policies: 401: *Equal Employment Opportunity*, 701.1: *Modification of School District Budget*, 702: *Accounting*, 703: *Annual Audi*t, 705: *Investments*, 705.1 *Post Issuance Debt Compliance*, 705.2: *Other Post-Employment Employee Benefits (OPEB) Investments*, 807: *Health and Safety Policy*

**Recommendation:** That the Board of Education approve, on a first and final reading, no changes to policies: 401: *Equal Employment Opportunity*, 701.1: *Modification of School District Budget*, 702: *Accounting*, 703: *Annual Audi*t, 705: *Investments*, 705.1 *Post Issuance Debt Compliance*, 705.2: *Other Post-Employment Employee Benefits (OPEB) Investments*, 807: *Health and Safety Policy.*

**Notes:**
These policies were reviewed during the March 24, 2026 Policy Review Committee as part of a regular review rotation and no changes were recommended at this time.

*Adopted:* *11/1983* *Burnsville-Eagan-Savage School District Policy 401*
*Reviewed:* *PRC 3.24.26~~08/14/2025~~*
*Revised:* *10/27/2022*
*Rescinds:*

## 401 EQUAL EMPLOYMENT OPPORTUNITY

### I. PURPOSE

The purpose of this policy is to provide equal employment opportunity for all applicants for Independent School District 191 employment and school district employees.

### II. GENERAL STATEMENT OF POLICY

A. The school district's policy is to provide equal employment opportunity for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, gender identity or expression, age, family care leave status, or veteran status. The school district also makes reasonable accommodations for disabled employees.

B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.

C. This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities, or privileges of employment.

D. Every teacher, administrator, volunteer, contractor, or other employee of the school district shall be responsible for following this policy.

E. Any person having a question regarding this policy should discuss it with the superintendent or designee.

***Legal References:*** Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 2615 (Family and Medical Leave Act)
38 U.S.C. § 4211 *et seq.* (Employment and Training of Veterans)
38 U.S.C. § 4301 *et seq.* (Employment and Reemployment Rights of Members of the Uniformed Services)
42 U.S.C. § 2000e *et seq.* (Equal Employment Opportunities; Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Equal Opportunity for Individuals with

Disabilities)

***Cross References:*** Burnsville-Eagan-Savage School District Policy 402 (Disability Nondiscrimination)
Burnsville-Eagan-Savage School District Policy 405 (Veteran's Preference)
Burnsville-Eagan-Savage School District Policy 413 (Harassment and Violence)
Burnsville-Eagan-Savage School District Policy 422 (Policies Incorporated by Reference)

*Adopted:* *2/1991* *Burnsville-Eagan-Savage School District Policy 701.1*
*Reviewed:* *PRC 3.24.26~~3/9/2023~~*
*Revised:* *3/23/2023*
*Rescinds:* *DBH*

## 701.1 MODIFICATION OF SCHOOL DISTRICT BUDGET

### I. PURPOSE

The purpose of this policy is to establish procedures for the modification of the school district's adopted revenue and expenditure budgets.

### II. GENERAL STATEMENT OF POLICY

The policy of this school district is to modify its revenue and expenditure budgets in accordance with the applicable provisions of law.

### III. REQUIREMENT

A. The school district's adopted expenditure budget shall be considered the school board's expenditure authorization for that school year.

B. If revisions or modifications in the adopted expenditure budget are determined to be advisable by the administration, the superintendent shall recommend the proposed changes to the school board. The proposed changes shall be accompanied by sufficient and appropriate background information on the revenue and policy issues involved to allow the school board to make an informed decision. A school board member may also propose modifications on that board member's own motion, provided, however, the school board member is encouraged to review the proposed modifications with the superintendent prior to their being proposed so that the administration may prepare necessary background materials for the school board prior to its consideration of those proposed modifications.

C. If sufficient funds are not included in the expenditure budget in a particular fund to allow the proposed expenditure, funds for this purpose may not be expended from that fund prior to the adoption of an expenditure budget amendment by the school board to authorize that expenditure for that school year. An amended expenditure shall not exceed the projected revenues available for that purpose in that fund. Unbudgeted expenditures, in clear alignment with the school district mission, may be made for which revenue is collected for a particular purpose and for which neither revenue nor expenditures were budgeted. Example of such includes; PTO donations, insurance proceeds, miscellaneous grants, etc.

D. The school district's revenue budget shall be amended from time to time during a fiscal year to reflect updated or revised revenue estimates. The superintendent

shall make recommendations to the school board for appropriate revisions. If necessary, the school board shall also make necessary revisions in the expenditure budget if it appears that expenditures would otherwise exceed revenues and fund balances in a fund.

***Legal References:*** Minn. Stat. § 123B.77 (Accounting, Budgeting, and Reporting Requirement)

***Cross References:*** Burnsville-Eagan-Savage School District Policy 701 (Establishment and Adoption of School District Budget)

*Adopted: 2/1991* *Burnsville-Eagan-Savage School District Policy 702*
*Reviewed: PRC 3.24.26 ~~2/9/2023~~*
*Revised: 2/27/2023*
*Rescinds: DIA*

## 702 ACCOUNTING

### I. PURPOSE

The purpose of this policy is to adopt the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts provided for in guidelines adopted by the Minnesota Department of Education.

### II. GENERAL STATEMENT OF POLICY

The policy of this school district is to comply with the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts.

### III. MAINTENANCE OF BOOKS AND ACCOUNTS

The school district shall maintain its books and records and do its accounting in compliance with the Uniform Accounting and Reporting Standards for Minnesota School Districts (UFARS) provided for in the guidelines adopted by the Minnesota Department of Education and in compliance with applicable state laws and rules relating to reporting of revenues and expenditures.

### IV. PERMANENT FUND TRANSFERS

Unless otherwise authorized pursuant to Minnesota Statutes section 123B.80, as amended, or any other law, fund transfers shall be made in compliance with UFARS and permanent fund transfers shall only be made in compliance with Minnesota Statutes section 123B.79, as amended, or other applicable statute.

### V. REPORTING

The school board shall provide for an annual audit of the books and records of the school district to assure compliance of its records with UFARS. Each year, the school district shall also provide for the publication of the financial information specified in Minnesota Statutes section 123B.10 in the manner specified therein.

***Legal References:*** Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.10 (Publication of Financial Information)
Minn. Stat. § 123B.14, Subd. 7 (Officers of Independent School Districts)
Minn. Stat. § 123B.75 (Revenue; Reporting)

Minn. Stat. § 123B.76 (Expenditures; Reporting)
Minn. Stat. § 123B.77 (Accounting, Budgeting and Reporting Requirements)
Minn. Stat. § 123B.78 (Cash Flow; School District Revenues; Borrowing for Current Operating Costs; Capital Expenditure Deficits)
Minn. Stat. § 123B.79 (Permanent Fund Transfers)
Minn. Stat. § 123B.80 (Exceptions for Permanent Fund Transfers)

***Cross References:*** Burnsville-Eagan-Savage School District Policy 703 (Annual Audit)

*Adopted:* *1/2005* *Burnsville-Eagan-Savage School District Policy 703*
*Reviewed:* *PRC 3.24.26 ~~2/9/2023~~*
*Revised:* *2/27/2023*
*Rescinds:* *DB, DIC*

# 703 ANNUAL AUDIT

## I. PURPOSE

The purpose of this policy is to provide for an annual audit of the books and records of the school district in order to comply with law, to provide a permanent record of the financial position of the school district, and to provide guidance to the school district to correct any errors and discrepancies in its practices.

## II. GENERAL STATEMENT OF POLICY

The policy of this school district is to comply with all laws relating to the annual audit of the books and records of the school district.

## III. REQUIREMENT

A. The school board shall appoint independent certified public accountants to audit, examine, and report upon the books and records of the school district. The school board may enter into a contract with a person or firm to provide the agreed upon services.

B. After the close of each fiscal year, the books, records, and accounts of the school district shall be audited by said independent certified public accountants in accordance with applicable standards and legal requirements. The superintendent and members of the administration shall cooperate with the auditors.

C. The school district shall, prior to September 15 of each year, submit unaudited financial data for the preceding year to the Commissioner of Education (Commissioner) on forms prescribed by the Commissioner. The report shall also include those items required by Minnesota Statutes Section 123B.14, subdivision 7.

D. The school district shall, prior to November 30 of each year, provide to the Commissioner audited financial data for the preceding fiscal year. The school district shall, prior to December 31 of each year, provide to the Commissioner and the State Auditor an audited financial statement in a form that will allow comparison with and correction of material differences in the unaudited data. The audited financial statement must also provide a statement of assurance pertaining to compliance with uniform financial accounting and reporting standards and a copy of the management letter submitted to the school district by its auditor.

E. The audit must be conducted in compliance with generally accepted governmental auditing standards, the Federal Single Audit Act and the Minnesota Legal Compliance Audit Guide issued by the Office of the State Auditor.

F. The school board must approve the audit report by resolution or require a further or amended report.

G. The administration shall report to the school board regarding any actions necessary to correct any deficiencies or exceptions noted in the audit.

H. The accounts and records of the school district shall also be subject to audit and inspection by the State Auditor to the extent provided in Minnesota Statutes Chapter 6.

***Legal References:*** Minn. Stat. Ch. 6 (State Auditor)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.14, Subd. 7 (Officers of Independent School Districts)
Minn. Stat. § 123B.77, Subds. 2 and 3 (Accounting, Budgeting, and Reporting Requirement)

***Cross References:*** Burnsville-Eagan-Savage School District Policy 702 (Accounting)

*Adopted:* *2/1997, 1/2005* *Burnsville-Eagan-Savage School District Policy 705*
*Reviewed:* *PRC 3.24.26 ~~2/9/2023~~*
*Revised:* *2/27/2023*
*Rescinds:* *DFA, DG*

## 705 INVESTMENTS

### I. PURPOSE

The purpose of this policy is to establish guidelines for the investment of school district funds.

### II. GENERAL STATEMENT OF POLICY

The policy of this school district is to comply with all state laws relating to investments and to guarantee that investments meet certain primary criteria.

### III. SCOPE

This policy applies to all investments of the surplus funds of the school district, regardless of the fund accounts in which they are maintained, unless certain investments are specifically exempted by the school board through formal action.

### IV. AUTHORITY; OBJECTIVES

A. The funds of the school district shall be deposited or invested in accordance with this policy, Minnesota Statutes Chapter 118A and any other applicable law or written administrative procedures.

B. The primary criteria for the investment of the funds of the school district, in priority order, are as follows

1. Safety and Security. Safety of principal is the first priority. The investments of the school district shall be undertaken in a manner that seeks to ensure the preservation of the capital in the overall investment portfolio.

2. Liquidity. The funds shall be invested to assure that funds are available to meet immediate payment requirements, including payroll, accounts payable, and debt service.

3. Return and Yield. The investments shall be managed in a manner to attain a market rate of return through various economic and budgetary cycles, while preserving and protecting the capital in the investment portfolio and taking into account constraints on risk and cash flow requirements.

## V. DELEGATION OF AUTHORITY

A. The Executive Director of Administrative Services of the school district is designated as the investment officer of the school district and is responsible for investment decisions and activities under the direction of the school board. The investment officer shall operate the school district's investment program consistent with this policy. The investment officer may delegate certain duties to a designee or designees but shall remain responsible for the operation of the program.

B. All officials and employees that are a part of the investment process shall act professionally and responsibly as custodians of the public trust and shall refrain from personal business activity that could conflict with the investment program or which could reasonably cause others to question the process and integrity of the investment program. The investment officer shall avoid any transaction that could impair public confidence in the school district.

## VI. STANDARD OF CONDUCT

The standard of conduct regarding school district investments to be applied by the investment officer shall be the "prudent person standard." Under this standard, the investment officer shall exercise that degree of judgment and care, under the circumstances then prevailing, that persons of prudence, discretion, and intelligence would exercise in the management of their own affairs, investing not for speculation and considering the probable safety of their capital as well as the probable investment return to be derived from their assets. The prudent person standard shall be applied in the context of managing the overall investment portfolio of the school district. The investment officer, acting in accordance with this policy and exercising due diligence, judgment, and care commensurate with the risk, shall not be held personally responsible for a specific security's performance or for market price changes. Deviations from expectations shall be reported in a timely manner and appropriate actions shall be taken to control adverse developments.

## VII. MONITORING AND ADJUSTING INVESTMENTS

The investment officer shall routinely monitor existing investments and the contents of the school district's investment portfolio, the available markets, and the relative value of competing investment instruments.

## VIII. INTERNAL CONTROLS

The investment officer shall establish a system of internal controls which shall be documented in writing. The internal controls shall be reviewed by the school board and shall be annually reviewed for compliance by the school district's independent auditors. The internal controls shall be designed to prevent and control losses of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions by officers, employees, or others. The internal controls may include, but shall not be limited to, provisions relating to controlling collusion, separating functions, separating

transaction authority from accounting and record keeping, custodial safekeeping, avoiding bearer form securities, clearly delegating authority to applicable staff members, limiting securities losses and remedial action, confirming telephone transactions in writing, supervising and controlling employee actions, minimizing the number of authorized investment officials, and documenting transactions and strategies.

## IX.. PERMISSIBLE INVESTMENT INSTRUMENTS

The school district may invest its available funds in those instruments specified in Minnesota Statutes sections 118A.04 and 118A.05, as these sections may be amended from time to time, or any other law governing the investment of school district funds. The assets of another postemployment benefits (OPEB) trust or trust account established pursuant to Minnesota Statutes section 471.6175 to pay postemployment benefits to employees or officers after their termination of service, with a trust administrator other than the Public Employees Retirement Association, may be invested in instruments authorized under Minnesota Statutes Chapter 118A or section 356A.06, subdivision 7. Investment of funds in an OPEB trust account under Minnesota Statutes section 356A.06, subdivision 7, as well as the overall asset allocation strategy for OPEB investments, shall be governed by an OPEB Investment Policy Statement (IPS) developed between the investment officer, as designed herein, and the trust administrator.

## X. PORTFOLIO DIVERSIFICATION; MATURITIES

A. Limitations on instruments, diversification, and maturity scheduling shall depend on whether the funds being invested are considered short-term or long-term funds. All funds shall normally be considered short-term except those reserved for building construction projects or specific future projects and any unreserved funds used to provide financial-related managerial flexibility for future fiscal years.

B. The school district shall diversify its investments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities.

1. The investment officer shall prepare and present a table to the school board for review and approval. The table shall specify the maximum percentage of the school district's investment portfolio that may be invested in a single type of investment instrument, such as U.S. Treasury Obligations, certificates of deposit, repurchase agreements, banker's acceptances, commercial paper, etc. The approved table shall be attached as an exhibit to this policy and shall be incorporated herein by reference.

2. The investment officer shall prepare and present to the school board for its review and approval a recommendation as to the maximum percentage of the total investment portfolio that may be held in any one depository. The approved recommendation shall be attached as an exhibit or part of an exhibit to this policy and shall be incorporated herein by reference.

3. Investment maturities shall be scheduled to coincide with projected school district cash flow needs, taking into account large routine or scheduled expenditures, as well as anticipated receipt dates of anticipated revenues. Maturities for short-term and long-term investments shall be timed according to anticipated need. Within these parameters, portfolio maturities shall be staggered to avoid undue concentration of assets and a specific maturity sector. The maturities selected shall provide for stability of income and reasonable liquidity.

## XI. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

Before the school district invests any surplus funds in a specific investment instrument, a competitive bid or quotation process shall be utilized. If a specific maturity date is required, either for cash flow purposes or for conformance to maturity guidelines, quotations or bids shall be requested for instruments which meet the maturity requirement. If no specific maturity is required, a market trend analysis, which includes a yield curve, will normally be used to determine which maturities would be most advantageous. Quotations or bids shall be requested for various options with regard to term and instrument. The school district will accept the quotation or bid which provides the highest rate of return within the maturity required and within the limits of this policy. Generally all quotations or bids will be computed on a consistent basis, i.e., a 360-day or a 365-day yield. Records will be kept of the quotations or bids received, the quotations or bids accepted, and a brief explanation of the decision that was made regarding the investment. If the school district contracts with an investment advisor, bids are not required in those circumstances specified in the contract with the advisor.

## XII. QUALIFIED INSTITUTIONS AND BROKER-DEALERS

A. The school district shall maintain a list of the financial institutions that are approved for investment purposes.

B. Prior to completing an initial transaction with a broker, the school district shall provide to the broker a written statement of investment restrictions which shall include a provision that all future investments are to be made in accordance with Minnesota statutes governing the investment of public funds. The broker must annually acknowledge receipt of the statement of investment restrictions and agree to handle the school district's account in accordance with these restrictions. The school district may not enter into a transaction with a broker until the broker has provided this annual written agreement to the school district. The notification form to be used shall be that prepared by the State Auditor. A copy of this investment policy, including any amendments thereto, shall be provided to each such broker.

## XIII. SAFEKEEPING AND COLLATERALIZATION

A. All investment securities purchased by the school district shall be held in third-party safekeeping by an institution designated as custodial agent. The custodial agent may be any Federal Reserve Bank, any bank authorized under the laws of

the United States or any state to exercise corporate trust powers, a primary reporting dealer in United States Government securities to the Federal Reserve Bank of New York, or a securities broker-dealer defined in Minnesota Statutes section 118A.06. The institution or dealer shall issue a safekeeping receipt to the school district listing the specific instrument, the name of the issuer, the name in which the security is held, the rate, the maturity, serial numbers and other distinguishing marks, and other pertinent information.

B. Deposit-type securities shall be collateralized as required by Minnesota Statutes section 118A.03 for any amount exceeding FDIC, SAIF, BIF, FCUA, or other federal deposit coverage.

C. Repurchase agreements shall be secured by the physical delivery or transfer against payment of the collateral securities to a third party or custodial agent for safekeeping. The school district may accept a safekeeping receipt instead of requiring physical delivery or third-party safekeeping of collateral on overnight repurchase agreements of less than $1,000,000.

## XIV. REPORTING REQUIREMENTS

A. The investment officer shall generate daily and monthly transaction reports for management purposes. In addition, the school board shall be provided a monthly report that shall include data on investment instruments being held as well as any narrative necessary for clarification.

B. The investment officer shall prepare and submit to the school board a quarterly investment report that summarizes recent market conditions, economic developments, and anticipated investment conditions. The report shall summarize the investment strategies employed in the most recent quarter and describe the investment portfolio in terms of investment securities, maturities, risk characteristics, and other features. The report shall summarize changes in investment instruments and asset allocation strategy approved by the investment officer for an OPEB trust in the most recent quarter. The report shall explain the quarter's total investment return and compare the return with budgetary expectations. The report shall include an appendix that discloses all transactions during the past quarter. Each quarterly report shall indicate any areas of policy concern and suggested or planned revisions of investment strategies. Copies of the report shall be provided to the school district's auditor.

C. Within ninety (90) days after the end of each fiscal year of the school district, the investment officer shall prepare and submit to the school board a comprehensive annual report on the investment program and investment activity of the school district for that fiscal year. The annual report shall include 12-month and separate quarterly comparisons of return and shall suggest revisions and improvements that might be made in the investment program.

D. If necessary, the investment officer shall establish systems and procedures to comply with applicable federal laws and regulations governing the investment of bond proceeds and funds in a debt service account for a bond issue. The record keeping system shall be reviewed annually by the independent auditor or by another party contracted or designated to review investments for arbitrage rebate or penalty calculation purposes.

## XIV. DEPOSITORIES

The school board shall annually designate one or more official depositories for school district funds. The treasurer or the chief financial officer of the school district may also exercise the power of the school board to designate a depository. The school board shall be provided notice of any such designation by its next regular meeting. The school district and the depository shall each comply with the provisions of Minnesota Statutes section 118A.03 and any other applicable law, including any provisions relating to designation of a depository, qualifying institutions, depository bonds, and approval, deposit, assignment, substitution, addition, and withdrawal of collateral.

## XV. ELECTRONIC FUNDS TRANSFER OF FUNDS FOR INVESTMENT

The school district may make electronic fund transfers for investments of excess funds upon compliance with Minn. Stat. § 471.38.

***Legal References:*** Minn. Stat. § 118A.01 (Definitions)
Minn. Stat. § 118A.02 (Depositories; Investing; Sales; Proceeds; Immunity)
Minn. Stat. § 118A.03 (When and What Collateral Required)
Minn. Stat. § 118A.04 (Investments)
Minn. Stat. § 118A.05 (Contracts and Agreements)
Minn. Stat. § 118A.06 (Safekeeping; Acknowledgements)
Minn. Stat. § 356A.06, Subd. 7 (Investments; Additional Duties)
Minn. Stat. § 471.38 (Claims)
Minn. Stat. § 471.6175 (Trust for Postemployment Benefits)

***Cross References:*** Burnsville-Eagan-Savage School District Policy 703 (Annual Audit)
Minnesota Legal Compliance Audit Guide for School Districts Prepared by the Office of the State Auditor

*Adopted: 3/14/2013* *Burnsville-Eagan-Savage School District Policy 705.1*
*Reviewed PRC 3.24.26 ~~8/10/2023~~*
*Revised: 8/24/2023*
*Rescinds:*

## 705.1 POST-ISSUANCE DEBT COMPLIANCE

### I. PURPOSE

The Internal Revenue Service (IRS) is responsible for enforcing compliance with the Internal Revenue Code (Code) and certain regulations promulgated thereunder (Treasury Regulations), such as regulations of tax-exempt obligations, Build America Bonds, Recovery Zone Development Bonds, and various "Tax Credit" Bonds. The IRS encourages issuers and beneficiaries of these obligations to adopt and implement a post-issuance debt compliance policy and procedures to safeguard against post-issuance violations.

### II. POLICY OBJECTIVE

The school district desires to monitor its post-issuance debt compliance obligations to ensure compliance with the Code and Treasury Regulations. To help ensure compliance, the school district has developed this policy, which shall apply to the obligations mentioned above, including bonds, notes, loans, lease purchase contracts, lines of credit, commercial paper, or any other form of debt that is subject to compliance.

### III. RESPONSIBILITIES

A. The Executive Director of Administrative Services is designated as the school district's agent responsible for post-issuance compliance with these obligations.

B. The Executive Director of Administrative Services shall assemble all relevant documentation, records, and activities required to ensure post-issuance debt compliance as further detailed in corresponding procedures (the Post-Issuance Debt Compliance Procedures). At a minimum, the Post-Issuance Debt Compliance Procedures for each qualifying obligation will address the following:

1. General post-issuance compliance;

2. Proper and timely use of obligation proceeds and obligation-financed property;

3. Arbitrage yield restriction and rebate;

4. Timely filings and other general requirements;

5. Additional undertakings or activities that support points 1 through 4 above;

6. Maintenance of proper records related to the obligations and the investment of proceeds of obligations;

7. Any other requirements that become necessary in the future.

C. The Executive Director of Administrative Services shall apply the Post-Issuance Debt Compliance Procedures to each qualifying obligation and maintain a record of the results. Further, the Executive Director of Administrative Services will ensure that the Post-Issuance Debt Compliance Policy and Procedures are updated on a regular and as needed basis.

D. The Executive Director of Administrative Services, or any other individuals responsible for assisting the Executive Director of Administrative Services in maintaining records needed to ensure post-issuance debt compliance, are authorized to expend funds as needed to attend training or secure use of other educational resources for ensuring compliance such as consulting, publications, and compliance assistance.

E. Most of the provisions of this Post-Issuance Debt Compliance Policy are not applicable to taxable governmental obligations unless a reasonable possibility exists that the school district may refund their taxable governmental obligation, in whole or in part, with the proceeds of a tax-exempt governmental obligation. If this refunding possibility exists, then the Executive Director of Administrative Services shall treat the taxable governmental obligation as if such issue were an issue of tax-exempt governmental obligations and comply with the requirements of this Post-Issuance Debt Compliance Policy.

## IV. PRIVATE ACTIVITY BONDS

A. The school district may issue tax-exempt obligations that are "private activity" bonds because either (1) the bonds finance a facility that is owned by the school district but used by one or more qualified 501(c)(3) organizations, or (2) the bonds are so-called "conduit bonds," where the proceeds are loaned to a qualified 501(c)(3) organization or another private entity that finances activities eligible for tax-exempt financing under federal law (such as certain manufacturing projects and certain affordable housing projects). Prior to the issuance of either of these types of bonds, the Executive Director of Administrative Services shall take steps necessary to ensure that such obligations will remain in compliance with the requirements of this Post-Issuance Debt Compliance Policy.

B. In a case where compliance activities are reasonably within the control of a private party (i.e., a 501(c)(3) organization or conduit borrower), the Executive Director of Administrative Services may determine that all or some portion of

compliance responsibilities described in this Post-Issuance Debt Compliance Policy shall be assigned to the relevant party. In the case of conduit bonds, the conduit borrower will be assigned all compliance responsibilities other than those required to be undertaken by the District under federal law. In a case where the Executive Director of Administrative Services is concerned about the compliance ability of a private party, the Executive Director of Administrative Services may require that a trustee be retained to assist with record keeping for the obligation and/or that the trustee or such third party be responsible for all or some portion of the compliance responsibilities.

C. The Executive Director of Administrative Services is additionally authorized to seek the advice, as necessary, of bond counsel and/or its financial advisor to ensure the District is in compliance with this Post-Issuance Debt Compliance Policy.

***Legal References:*** Internal Revenue Code – Post-Issuance Debt Compliance
Internal Revenue Service Form 8038-G

*Adopted:* *7/1994* *Burnsville Eagan Savage School District Policy 807*
*Reviewed:* *~~8/10/2023~~PRC 3/24/26*
*Revised:* *8/24/2023*
*Rescinds:*

## 807 HEALTH AND SAFETY POLICY

### I. PURPOSE

The purpose of this policy is to assist the school district in promoting health and safety, reducing injuries, and complying with federal, state, and local health and safety laws and regulations.

### II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to implement a health and safety program that includes plans and procedures to protect employees, students, volunteers, and members of the general public who enter school district buildings and grounds. The objective of the health and safety program will be to provide a safe and healthy learning environment; to increase safety awareness; to help prevent accidents, illnesses, and injuries; to reduce liability; to assign duties and responsibilities to school district staff to implement and maintain the health and safety program; to establish written procedures for the identification and management of hazards or potential hazards; to train school district staff on safe work practices; and to comply with all health and safety, environmental, and occupational health laws, rules, and regulations.

B. All school district employees have a responsibility for maintaining a safe and healthy environment within the school district and are expected to be involved in the health and safety program to the extent practicable. For the purpose of implementing this policy, the school district may form a health and safety advisory committee to be appointed by the superintendent. The health and safety advisory committee will be composed of employees and other individuals with specific knowledge of related issues. The advisory committee will provide recommendations to the administration regarding plans and procedures to implement this policy and to establish procedures for identifying, analyzing, and controlling hazards, minimizing risks, and training school district staff on safe work practices. The committee will also recommend procedures for investigating accidents and enforcement of workplace safety rules. Each recommendation shall include estimates of annual costs of implementing and maintaining that proposed recommendation. The superintendent may request that the safety committee established under Minnesota Statutes section 182.676 carry out all or part of the duties of the advisory committee or the advisory committee may consider recommendations from a separate safety committee established under Minnesota Statutes section 182.676.

## III. PROCEDURES

A. Based upon recommendations from the health and safety advisory committee and subject to the budget adopted by the school board to implement or maintain these recommendations, the administration will adopt and implement written plans and procedures for identification and management of hazards or potential hazards existing within the school district in accordance with federal, state, and local laws, rules, and regulations. Written plans and procedures will be maintained, updated, and reviewed by the school board on an annual basis and shall be an addendum to this policy. The administration shall identify in writing a contact person to oversee compliance with each specific plan or procedure.

B. To the extent that federal, state, and local laws, rules, and regulations do not exist for identification and management of hazards or potential hazards, the health and safety advisory committee shall evaluate other available resources and generally accepted best practice recommendations. Best practices are techniques or actions which, through experience or research, have consistently proven to lead to specific positive outcomes.

C. The school district shall monitor and make good faith efforts to comply with any new or amended laws, rules, or regulations to control potential hazards.

## IV. PROGRAM AND PLANS

A. For the purpose of implementing this policy, the administration will, within the budgetary limitations adopted by the school board, implement a health and safety program that includes specific plan requirements in various areas as identified by the health and safety advisory committee. Areas that may be considered include, but are not limited to, the following:

1. Asbestos
2. Fire and Life Safety
3. Employee Right to Know
4. Emergency Action Planning
5. Combustible and Hazardous Materials Storage
6. Indoor Air Quality
7. Mechanical Ventilation
8. Mold Cleanup and Abatement
9. Accident and Injury Reduction Program: Model AWAIR Program for Minnesota Schools
10. Infectious Waste/Bloodborne Pathogens
11. Community Right to Know
12. Compressed Gas Safety
13. Confined Space Standard
14. Electrical Safety
15. First Aid/CPR/AED
16. Food Safety Inspection
17. Forklift Safety

18. Hazardous Waste
19. Hearing Conservation
20. Hoist/Lift/Elevator Safety
21. Integrated Pest Management
22. Laboratory Safety Standard/Chemical Hygiene Plan
23. Lead
24. Control of Hazardous Energy Sources (Lockout/Tagout)
25. Machine Guarding
26. Safety Committee
27. Personal Protection Equipment (PPE)
28. Playground Safety
29. Radon
30. Respiratory Protection
31. Underground and Above Ground Storage Tanks
32. Welding/Cutting/Brazing
33. Fall Protection
34. National Emission Standards for Hazardous Air Pollutants for School Generators established by the United States E.P.A.
35. Other areas determined to be appropriate by the health and safety advisory committee.

If a risk is not present in the school district, the preparation of a plan or procedure for that risk will not be necessary.

B. The administration shall establish procedures to ensure, to the extent practicable, that all employees are properly trained and instructed in job procedures, crisis response duties, and emergency response actions where exposure or possible exposure to hazards and potential hazards may occur.

C. The administration shall conduct or arrange safety inspections and drills. Any identified hazards, unsafe conditions, or unsafe practices will be documented and corrective action will be taken to the extent practicable to control that hazard, unsafe condition, or unsafe practice.

D. Communication from employees regarding hazards, unsafe or potentially unsafe working conditions, and unsafe or potentially unsafe practices is encouraged in either written or oral form. No employee will be retaliated against for reporting hazards or unsafe or potentially unsafe working conditions or practices.

E. The administration shall conduct periodic workplace inspections to identify potential hazards and safety concerns.

F. In the event of an accident or a near miss, the school district shall promptly cause an accident investigation to be conducted in order to determine the cause of the incident and to take action to prevent a similar incident. All accidents and near misses must be reported to an immediate supervisor as soon as possible.

## V. BUDGET

The superintendent or designee shall be responsible to provide for periodic school board review and approval of the various plan requirements of the health and safety program, including current plan requirements and related written plans and procedures and recommendations for additional plan requirements proposed to be adopted. The superintendent, or such other school official as designated by the superintendent, each year shall prepare preliminary revenue and expenditure budgets for the school district's health and safety program. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for this program and make such adjustments within the expenditure budget to carry out the current program and to implement new recommendations within the revenues projected and appropriated for this purpose. No funds may be expended for the health and safety program in any school year prior to the adoption of the budget document authorizing that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year. The health and safety program shall be implemented, conducted, and administered within the fiscal restraints of the budget so adopted.

## VI. ENFORCEMENT

Enforcement of this policy is necessary for the goals of the school district's health and safety program to be achieved. Within applicable budget limitations, school district employees will be trained and receive periodic reviews of safety practices and procedures, focusing on areas that directly affect the employees' job duties. Employees shall participate in practice drills. Willful violations of safe work practices may result in disciplinary action in accordance with applicable school district policies.

***Legal References:*** Minn. Stat. § 123B.56 (Health, Safety, and Environmental Management)
Minn. Stat. § 123B.57 (Health and Safety Projects)
Minn. Stat. § 182.676 (Safety Committees)
Minn. Rules Part 5208.0010 (Accident and Injury Reduction Program Applicability)
Minn. Rules Part 5208.0070 (Accident and Injury Reduction Program; Alternative Forms of Committee)

***Cross References***: Burnsville-Eagan-Savage School District Policy 407 (Employee Right to Know - Exposure to Hazardous Substances)
Burnsville-Eagan-Savage School District Policy 701 (Establishment and Adoption of School District Budget)
Burnsville-Eagan-Savage School District Policy 806 (Emergency Operations Policy)
Burnsville-Eagan-Savage School District Policy 516.5 (Overdose Medication)

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7. Final Approval for Travel Club Trip to Switzerland and Italy, June 29-July 8, 2026 60

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.**
**April 9, 2026**

**To:** Board of Education

**From:** Dr. Latanya Daniels, superintendent

**Date:** April 9, 2026

**Re:** Final Approval for the Travel Club trip to Switzerland and Italy, June 29-July 8, 2026

**Recommendation:** That the Board of Education approve the final application of an extended field trip for the Travel Club trip to Switzerland and Italy, June 29-July 8, 2026.

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

**Destination:** Switzerland and Italy

**Name of sponsoring staff:** Alicia Vonderharr; Gloria Webber and Landen Parkin, teachers

**Name of sponsoring Activity/Program:** Burnsville High School Travel Club

**Preliminary School Board Approval**: October 10, 2024

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

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

**Rules of Conduct for Students and Chaperones:** All students and chaperones have completed permission waivers and have been informed of our District Rules of Conduct.

**Transportation Information:** Plane and Buses

**Lodging:**. Mid-priced, well respected and travel agency recommended local hotels.

**Final Number of Students:** 20

**Number of Chaperones:** 3

**Emergency Planning:** The team has provided their full itinerary, as well as waivers and emergency contact information for all students and chaperones.

**Chaperone Expenses:** $190

**Will a travel agency be used**: Yes – EF Educational Tours

**Actual Share of Group Expense (please list any expenses that will be incorporated into the cost of students):**

Airfare - $1730
Ground Travel - $699
Lodging - $3000
Personal Expenses - $40/Day

*Total Expenses as of March 2, 2026: $5429 (does not include personal expenses)*

**Administrative Approval:** Principal Sandoval and Dr. Daniels have approved this application.

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B. New Business 63

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

(School Report)

| Board Member Question | Staff Response |
|---|---|
| 1.1 Slide 9 - Principal Bomsta's statement created curiosity for me at all levels, in terms of our standard practice with this statement:<br>"Building a master schedule is a collaborative, student-first puzzle. We have stopped treating administrative planning as a substitute for human strategy."<br><br>Please elaborate on how One91's standard practice:<br>a) does<br>b) does not<br>reflect this same approach districtwide at elementary, middle, BHS, BAHS, and BEST.<br><br>1.2 Where it may be applicable (as delineated above), please explain why our standard practice does not necessarily reflect a student-centered, collaborative approach and what we are doing to ameliorate our system. | Principal Bomsta will be sharing more about a process that the Elementary principals are engaged in (year 2) around master schedule planning.<br><br>The secondary principals are in year 1 of a similar process.<br><br>The standard features of the new process include:<br>• Making sure the master schedule is a priority focused, collaborative process.<br>• Making sure master schedule development begins no later than January 15 each year.<br>• Making sure all students/families (grades 5-11) provide input and review course selection no later than March 15 each year.<br>• Making sure the structure of the master schedule is designed for staff review no later than May 1 each year.<br>• Making sure teacher teams provide input on the schedule prior to going to summer break.<br><br>We believe this more proactive, collaborative, and data driven approach will improve practice and the student/family experience. |

(Third Party Administrator for FSA and HRA)

| Board Member Question | Staff Response |
|---|---|
| a) Please refresh my memory as to the membership on the Benefits Committee: CBU and #s participating by CBU | a) Custodian - 1<br>Principal - 2<br>Clerical - 3<br>BEA - 2<br>Technology - 1<br>Cultural Liaison - 1<br>Unaffiliated - 2<br>Confidential - 1<br>DWA - 1<br>EA - 2 |

| | |
|---|---|
| b) Membership and #s by CBU (present during the vote) for this RFP process | We don't turn anyone away if they want to participate.<br><br>b) For the RFP presentations we had Ariel and Krissi from HR, George Vander Weit from One Digital, Wendy from BEA, Beth from IT, and Stacy from Clerical. The committee agreed to accept the recommendations of those that participated in the presentation. |

1. Adopt a Resolution Relating to the Termination of Teaching Contracts for Named Long-Term Substitute Teachers Effective at the Close of the 2025-2026 School Year 66

**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.

District one91

Future Ready. Community Strong.

**Agenda IV.B.1.**
**April 9, 2026**

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

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

**Date:** April 9, 2026

**Re:** Adopt a Resolution Relating to the Termination of Teaching Contracts for Named Long-Term Substitute Teachers Effective at the Close of the 2025-2026 School Year

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

**BE IT RESOLVED**, by the Board of Education of School District 191, that the teaching contracts of the following long-term substitute teachers be terminated at the close of the 2025-2026 school year.

| Last Name | First Name | Building |
|---|---|---|
| Boehlke | Thomas | Eagle Ridge Middle School |
| Conlin | Samuel | Eagle Ridge Middle School |
| Donais | Mackenzie | Burnsville High School |
| Hill | Kari | Rahn Elementary School |
| Hockemeyer | Katelyn | Nicollet Middle School |
| McCarthy | Jennifer | William Byrne Elementary School |
| Meade | Annika | Sky Oak Elementary School |
| Mokandu | Ryan | Eagle Ridge Middle School |
| Neppl | Ryan | Vista View Elementary School |
| Nelson | David | Eagle Ridge Middle School |
| Obert | Michael | Eagle Ridge Middle School |
| Pedersen | Dylan | Edward Neill Elementary School |
| Pittorf | Devyn | Gideon Pond Elementary School |
| Thammalangsy | Kristen | Gideon Pond Elementary School |
| Villata Umana | Gerson | District-Wide |
| Voves | Haley | Harriet Bishop Elementary School |

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

2. Adopt a Resolution Relating to the Termination and Nonrenewal of the Portion of Teaching Contracts in Excess of 1.0 and/or Beyond Contractual Rights at the Conclusion of the 2025-2026 School Year 68

**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.

District one91
Future Ready. Community Strong.

**Agenda IV.B.2.**
**April 9, 2026**

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

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

**Date:** April 9, 2026

**Re:** Adopt a Resolution Relating to the Termination and Nonrenewal of the Portion of Teaching Contracts in Excess of 1.0 and/or Beyond Contractual Rights at the Conclusion of the 2025-2026 School Year

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

**BE IT RESOLVED**, by the Board of Education of School District 191, that the portion of the teaching contracts of staff in excess of 1.0 and/or contractual rights be terminated at the close of the 2025-2026 school year.

| Last Name | First Name | Full Time Equivalent (FTE) |
|---|---|---|
| Anderson | Kristen | 0.065 FTE |
| Baspin | Quimberly | 0.065 FTE |
| Boehlke | Thomas | 0.065 FTE |
| Brown | Christopher | 0.065 FTE |
| Christian | David | 0.031 FTE |
| Grueneich | Janelle | 0.065 FTE |
| Hammer | Jeffrey | 0.065 FTE |
| Hermes | Shelley | 0.025 FTE |
| Jawla | Saikou | 0.065 FTE |
| Johnson | Jamilynne | 0.021 FTE |
| Nacua | Marie Grace | 0.065 FTE |
| Olson | Kim Marie | 0.014 FTE |
| Parkinson | Jacquelyn | 0.065 FTE |

| Last Name | First Name | Full Time Equivalent (FTE) |
|---|---|---|
| Patrie | Orion | 0.015 FTE |
| Simmons | Sean | 0.029 FTE |
| Vasquez | Abby | 0.065 FTE |



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

3. Adopt a Resolution Relating to the Termination and Nonrenewal of the Teaching Contract of Probationary Certified Personnel at the Close of the 2025-2026 School Year 71

**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.

District one91
Future Ready. Community Strong.

**Agenda IV.B.3.**
**April 9, 2026**

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

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

**Date:** April 9, 2026

**Re:** Adopt a Resolution Relating to the Termination and Nonrenewal of the Teaching Contract of Probationary Certified Personnel at the Close of the 2025-2026 School Year

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

**BE IT RESOLVED**, by the Board of Education of School District 191, pursuant to Minnesota Statute § 122A.40 that the teaching contracts of the following licensed probationary teachers in Independent School District 191 be terminated at the end of the 2025-2026 school year.

| Last Name | First Name | Building | Full Time Equivalent (FTE) |
|---|---|---|---|
| Adan | Naimo | Sky Oak Elementary School | 1.0 FTE |
| Allcock | Sarah | Early Childhood Family Education | .37 FTE |
| Andersen | Jule | Burnsville Alternative High School | 1.0 FTE |
| Armstrong | Riley | Edward Neill Elementary School | 1.0 FTE |
| Baig | Samaa | Harriet Bishop Elementary School | 1.0 FTE |
| Baker | Grant | Sky Oaks Elementary School | 1.0 FTE |
| Bennett | Andrew | Virtual Academy - Secondary | .37 FTE |
| Best | Ana | Harriet Bishop Elementary School | 1.0 FTE |
| Bromenschenkel | Emma | Virtual Academy - Secondary | 1.0 FTE |
| Brynjegard | Peter | Eagle Ridge Middle School | 1.0 FTE |
| Carrane | Mackenzie | Burnsville High School | 1.0 FTE |
| Cerny | Jennifer | Gideon Pond Elementary School | 1.0 FTE |
| Cook | Kaitlyn | Harriet Bishop Elementary School | 1.0 FTE |
| Demetriades | Jennifer | Burnsville High School | .20 FTE |

| Last Name | First Name | Building | Full Time Equivalent (FTE) |
|---|---|---|---|
| Eckert | Ciera | William Byrne Elementary School | 1.0 FTE |
| Ellendson | Taylor | Edward Neill & Gideon Pond Elem. | 1.0 FTE |
| Ermisch | Ryan | Harriet Bishop Elementary School | 1.0 FTE |
| Fernung | Kara | Edward Neill Elementary School | 1.0 FTE |
| Flaten | Kristi | Rahn Elementary School | 1.0 FTE |
| Friedel | Abigail | Rahn Elementary School | 1.0 FTE |
| Goetsch | Lucienne | Virtual Academy - Secondary | .20 FTE |
| Good | Mary Jo | Virtual Academy – Secondary | .34 FTE |
| Graves | Michele | William Byrne Elementary School | 1.0 FTE |
| Gunderson | Mary Jane | Burnsville High School | 1.0 FTE |
| Hamre | Kent | Virtual Academy – Secondary | .57 FTE |
| Hanson | Pamela | Eagle Ridge Middle School | 1.0 FTE |
| Hinderaker | Ryan | Eagle Ridge Middle School | 1.0 FTE |
| Holgate | McKenzie | Hidden Valley Elementary School | 1.0 FTE |
| Hurdle | Mary Ruth | Burnsville High & Virtual Academy | .80 FTE |
| Infante-Ruvalcaba | Clarissa | Harriet Bishop Elementary School | 1.0 FTE |
| Johnsen | Shannon | Virtual Academy – Secondary | .75 FTE |
| Johnson | Jamilynne | Eagle Ridge Middle School | .40 FTE |
| Kelsey | Tim | Hidden Valley Elementary School | 1.0 FTE |
| Kibler | Melissa | Burnsville High School | 1.0 FTE |
| Kim | Jennifer | Burnsville High School | 1.0 FTE |
| Kocur | Nicole | Nicollet Middle School | 1.0 FTE |
| Laabs | Bonnie | Gideon Pond & Rahn Elementary | 1.0 FTE |
| Lamphere | Gailyn | Hidden Valley Elementary School | 1.0 FTE |
| Lebens | Sydney | Harriet Bishop Elementary School | 1.0 FTE |
| Malz | Amanda | Harriet Bishop Elementary School | 1.0 FTE |
| Mattern | Jonathan | Burnsville High School | 1.0 FTE |
| McDermott | Courtney | Sky Oaks Elementary School | 1.0 FTE |
| Merid | Nahomi | Vista View Elementary School | 1.0 FTE |
| Moitra | Joyeeta | Hidden Valley Elementary School | 1.0 FTE |
| Nicholson | Karissa | Vista View Elementary School | 1.0 FTE |
| O'Shea-Cullen | Kaitlyn | Rahn Elementary School | 1.0 FTE |
| Olson | Scott | Burnsville High School | 1.0 FTE |
| Ongondi | Lisa | Hidden Valley Elementary School | 1.0 FTE |

| Last Name | First Name | Building | Full Time Equivalent (FTE) |
|---|---|---|---|
| Peters | Victoria | Burnsville High School | .50 FTE |
| Petrick | Jordan | Edward Neill Elementary School | 1.0 FTE |
| Poppler | Nora | Sky Oaks Elementary School | 1.0 FTE |
| Reynolds | David | Burnsville High School | 1.0 FTE |
| Ruiz | Jessica | Sky Oaks Elementary School | 1.0 FTE |
| Scheuneman | Austen | Hidden Valley Elementary School | 1.0 FTE |
| Sherman | Noah | Burnsville High School | 1.0 FTE |
| Skinner | Caden | Nicollet Middle School | 1.0 FTE |
| Skinner | Michael | Burnsville High School | 1.0 FTE |
| Solbrack | Laura | Hidden Valley Elementary School | 1.0 FTE |
| Sorlie | Kevin | Vista View & Virtual Academy Elem | 1.0 FTE |
| Sponsler | Elliot | Burnsville High School | 1.0 FTE |
| Steigauf | Mariah | Rahn Elementary School | 1.0 FTE |
| Symons | Nichole | Edward Neill Elementary School | 1.0 FTE |
| Theis | Eleanor | William Byrne Elementary School | 1.0 FTE |
| Uduhirinwa-Tony | Precious | Burnsville High School | 1.0 FTE |
| Vasquez | Abby | Eagle Ridge Middle School | .66 FTE |
| Watson | Melissa | Diamondhead Education Center | 1.0 FTE |
| Wayman | Kari | Vista View Elementary School | 1.0 FTE |
| Wilcox | Hannah | William Byrne Elementary School | 1.0 FTE |
| Wilson | Laura | William Byrne Elementary School | 1.0 FTE |
| Worthington | Alyson | Hidden Valley Elementary School | 1.0 FTE |
| York | Abigail | Eagle Ridge Middle School | .83 FTE |

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

4. Proposed 2025-2027 Collective Bargaining Agreement with the 191 Liaison Association and Independent School District 191 75

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

Burnsville · Eagan · Savage

**Agenda IV.B.4**
**April 9, 2026**

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

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

**Date:** April 9, 2026

**Re:** Proposed 2025-2027 Collective Bargaining Agreement with the 191 Liaison Association and Independent School District 191

**Recommendation:** That the Board of Education approve the proposed revisions and re-adopt the unchanged language in the 2025-2027 Collective Bargaining Agreement with the 191 Liaison Association and Independent School District 191.

**Notes:**
Negotiators for the 191 Liaison Association met with representatives from the district to negotiate a two-year agreement. The parties began negotiating February 26, 2026 and reached a tentative agreement on March 26, 2026. The two teams met for negotiations for two meetings.

*Highlights include:*

1. Updated and removed dated MOU's
2. Updated language on employee rights, union deductions, breaks, and payroll selection
3. Projected 2-year cost of the package to the district will be $150,000 reflecting an MSBA 9.59% increase. This amount includes schedule improvement, career steps, and insurance premium increases.
4. The average salary and benefit increase each year per fte is approximately $4,400.

**Attachments:**
Proposed Master Agreement

**Master Agreement between**

**Independent School District No. 191 Burnsville, Minnesota**

**and the**

**191 Liaison Association**
**Local #8171, Education Minnesota**
**AFT, NEA, AFL-CIO**

**July 1, ~~2024~~ 2025, through June 30, ~~2025~~ 2027**

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## ARTICLE I PURPOSE

This Master Agreement is entered into between Independent School District No. 191, Burnsville, Minnesota, hereinafter referred to as the District or the School District, and the 191 Liaison Association, Local #8171, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for Cultural Liaisons for the duration of this Master Agreement.

## ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA, the School District recognizes 191 Liaison Association as the exclusive representative for Cultural Liaisons employed by the School District, which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in this Master Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the School District as defined in ARTICLE III, Section 2. below and PELRA and in certification by the Commissioner of the Minnesota Bureau of Mediation Services (BMS).

## ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, staffing ratios, and the School District's personnel policies affecting the working conditions of the employees. In the case of school employees, "terms and conditions of employment," includes adult-to-student ratios in classrooms, student testing, and student-to-personnel ratios. "Terms and conditions of employment" is subject to the provisions of PELRA.

Section 2. Description of Appropriate Unit: For purposes of this Master Agreement, the word/term "Cultural Liaisons" shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employee's bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in a calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds sixty- seven (67) calendar days in that year, and emergency employees.

Subd. 1. Full-time Cultural Liaisons: The term, "full-time Cultural Liaisons," means all regular Cultural Liaisons who work at least thirty (30) hours per week in the School District as a Cultural Liaisons.

Subd. 2. Part-time Cultural Liaisons: The term, "part-time Cultural Liaisons," means all regular Cultural Liaisons who work less than thirty (30) hours per week in the School District as a Cultural Liaisons.

Section 3. District or School District: For purposes of administering this Master Agreement, the word/term "District/School District" shall mean the School Board or its designated representative(s).

Section 4. Other Terms: Terms not defined in this Master Agreement shall have those meanings as defined by PELRA.

## ARTICLE IV SCHOOL DISTRICT RIGHTS

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

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

Section 3. Effect of Rules, Regulations, Directives, and Orders: ~~The exclusive representative recognizes that all employees shall perform the services prescribed by the School District and shall be subject to School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders, from time to time, as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Master Agreement.~~ Local #8171 recognizes that all employees covered by this Agreement shall perform the reasonable services prescribed by ISD 191 and shall be governed by the laws of the State of Minnesota, federal laws, and by ISD 191 policies, rules, regulations, procedures, directives and orders, issued by properly designated officials of ISD 191. The Union also recognizes the right of ISD 191 and its duly designated officials to promulgate policies, rules, regulations, procedures, directives and orders insofar as such policies, rules, regulations, procedures, directives and orders are not inconsistent with the terms of this Agreement and recognizes that ISD 191, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, and valid rules, regulations and orders of state and federal governmental agencies and ISD 191 policies. The foregoing enumeration of ISD 191 rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to ISD 191.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not specifically included in this Master Agreement, and all managerial rights and managerial functions not specifically included in this Master Agreement are reserved to the School District.

## ARTICLE V EMPLOYEE RIGHTS

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

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

Section 3. Request for Payroll Deduction, Authorization, and Remittance: Pursuant to PELRA, employees shall be allowed payroll deduction for the exclusive representative and the political fund associated with the exclusive

representative and registered pursuant to Minnesota Statutes, section 10A.12.

The exclusive representative shall notify the District of the dues deduction amounts for each member. This authorization must be in writing and forwarded to the Payroll Office not less than two (2) weeks before the payday when it is to become effective. The District agrees to implement all the terms of dues-checkoff authorizations submitted to the District by the Union.

The Employer shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in the authorization.

When a bargaining unit member has so authorized a dues deduction, such authorization shall continue in effect for that year and from year to year and cannot be canceled except by written notice from the Union President. A member seeking cancellation must provide written notice to the Union President.

Any bargaining unit member, or new hire who has applied for membership in the bargaining unit, authorizes the school district to deduct one seventeenth (1/17) of such dues from the regular paycheck of the bargaining unit member for each pay period for 17 consecutive pay periods. The deductions will begin with the October 15 pay period and ending with the June 15 pay period. For bargaining unit members employed after the commencement of each school year, deductions of dues shall be made by the School District. The dues will be deducted equally between existing pay periods between the date of the bargaining unit member's first pay date and June 15.

~~Upon notification by the exclusive representative, the Payroll Department will deduct from the employee's paycheck the deductions that the employee has agreed to pay in 191 twenty-four (24) equal installments, beginning within thirty (30) days of notice of authorization from the exclusive representative.~~ The Payroll Department will also remit the deductions to the exclusive representative within thirty (30) days of the deduction.

The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, including any reasonable attorney fees and litigation costs, that any person may have or claim to have, now or in the future, arising out of or by reason of the payroll deduction, authorization, and remittance specified by the exclusive representative as provided in this Master Agreement.

Any dispute related to this Section shall not be subject to the grievance proceedings set forth in Article XV and must be resolved through an unfair labor practice proceeding under Minnesota Statutes, section 179A.13.

Section 4. By October 1 of each school year, the district shall provide in electronic form to the Union census and membership data; names, social security numbers, starting and ending employment dates, addresses, telephone numbers, birthday (not including the year of birth), work hours and work days assigned, worksite location and assignment of all bargaining unit members employed; and salaries paid thereto. The district will also notify the Union President of any new hires or departures within three (3) weeks of official School Board Action.

Section 5. Meet and Confer: The School District and /or designees, and up to five (5) Cultural Family Liaisons appointed by the Exclusive Representative will meet for the purpose of reviewing the administration of the Agreement, and to resolve problems of interpretation and administration that may arise as needed other than terms and conditions of employment.

Subd. 1. Agenda. Each party will submit to the other, at least forty-eight (48) hours prior to the meeting, an agenda of the items discussed.

Subd. 2. Meetings. All meetings will be scheduled to take place at mutually agreed-upon times when representatives involved are free from assigned work responsibilities. Meetings are not intended to bypass the grievance procedures.

**ARTICLE VI RATES OF PAY**

Section 1. Rates of Pay:

Subd. 1. ~~2024 - 2025~~ 2025-2027 Rates of Pay: The salaries reflected in Schedule A and Schedule B shall be a part of the Master Agreement for the period commencing July ~~2024~~ 2025 to June ~~2025~~ 2027.

**Schedule A**
**2025-2026**

| STEP | NO BA | BA | MA |
|---|---|---|---|
| 1 | $ 26.85 | $ 28.85 | $ 30.85 |
| 2 | $ 28.35 | $ 30.35 | $ 32.10 |
| 3 | $ 29.85 | $ 31.85 | $ 33.35 |
| 4 | $ 31.35 | $ 33.35 | $ 34.60 |
| 5 | $ 32.85 | $ 34.85 | $ 35.85 |
| 6 | $ 34.35 | $ 35.85 | $ 36.85 |
| 7 | $ 35.85 | $ 36.85 | $ 36.85 |

**Schedule B**
**2026-2027**

| STEP | NO BA | BA | MA |
|---|---|---|---|
| 1 | $27.70 | $29.70 | $31.70 |
| 2 | $29.20 | $31.20 | $32.90 |
| 3 | $30.70 | $32.70 | $34.20 |
| 4 | $32.20 | $34.20 | $35.40 |
| 5 | $33.70 | $35.70 | $36.70 |
| 6 | $35.20 | $36.70 | $37.70 |
| 7 | $36.70 | $37.70 | $37.70 |

Subd. 2. Status of Salary Schedule: For the duration of this Master Agreement, advancement on any salary schedule shall be subject to the terms of this Master Agreement. In the event a successor Master Agreement is not entered into prior to the expiration of this Master Agreement, an employee shall be compensated according to the current rate until a successor Master Agreement is fully ratified, and any change in compensation shall only be effective as of the date the successor Master Agreement is fully ratified and prorated from that date forward.

Section 2. Withholding Salary Advancement:

Subd. 1. Employees hired after January 1st shall not advance a step until July 1st the following calendar year.

Subd. 2. Thereafter, Cultural Liaisons will advance one step on July 1st, provided they have successfully completed a year of service.

Section 3. Longevity: Based on the chart below, employees who have completed the identified years of employment

within the unit will receive the additional amount per hour above the base hourly rate for the step currently held. The additional amounts reflect the total longevity contribution for each time period and do not compound previous longevity amounts.

| | |
|---|---|
| Beginning year 5 of employment through the 9th year | $0.75 |
| Beginning year 10 of employment through the 14th year | $1.50 |
| Beginning year 15 of employment | $2.25 |

| **Amounts reflect total contribution above the base salary for the time period. Amounts do not compound.** | | |
|---|---|---|
| **Longevity 5-9 Years** | **Longevity 10-14 Years** | **Longevity 15+ Years** |
| $0.75 | $1.50 | $2.25 |

Section 4. Expense Reimbursement. The District will reimburse employees for mileage and reasonable expenses of job related activities. Employees may be given time to participate in professional conferences and seminars, and will be reimbursed for reasonable expenses associated with attending such conferences and seminars, provided that the conference or seminar was approved in advance by the supervising administrator or the Superintendent. To obtain reimbursement, employees must submit the required forms in accordance with School Board policy.

Section 5. Tuition Reimbursement. Employees are eligible for up to one thousand dollars ($1,000) in tuition reimbursement per school year for graduate coursework that is germane to their assignment and benefits the district. All coursework must be preapproved by the ~~Executive~~ Director of Human Resources or Superintendent Designate. All employees must submit appropriate documentation to the district showing that the employee earned a grade of B or higher, or a passing grade in a pass/fail system, in order to be eligible for tuition reimbursement. Employees who hold a BA are eligible for up to five thousand dollars ($5,000) in tuition reimbursement per school year for coursework towards a teaching license in a MN state approved graduate program.

Section 6. Pay Dates and Deductions:

Subd. 1. Liaisons under contract shall receive their salary payments via direct deposits with the following options:

Option A (Default): 1/24th of their annual salary on each of the twenty-four (24) pay dates.

Option B: 1/24th of their annual salary on each of the first nineteen (19) pay dates and 5/24th of their annual salary on the 20th pay date.

Subd. 2. Plan Election Requirements

1. New Employees: Any employee hired on or after April 1, 2026, must affirmatively select either [Option A] or [Option B] during their initial employment onboarding process.
2. Current Employees: All employees actively employed as of April 1, 2026, are required to select either [Option A] or [Option B] during the designated May 2026 benefits open enrollment period.
3. Default Election: If an employee fails to make a selection within their designated timeframe, they will automatically be enrolled in Option A.
4. Changes to Election: Once an election is made, an employee may not change their selected option unless they experience a recognized Qualifying Life Event. In the event of a Qualifying Life Event, an employee's right to change their election is strictly limited to moving from [Option B] to [Option A]. The employee must request the change and provide necessary documentation within 30 days of the Qualifying Life Event.

Subd. 3. Liaisons new to the district and beginning on the first working contract day will have their first pay date on September 15 or on the Friday preceding September 15 if it should fall on a weekend. Liaisons new to the district will receive 1/24th of their annual salary on each of the 24 pay dates.

**ARTICLE VII 403(b) MATCHING CONTRIBUTION PLAN**

Section 1. Eligibility: Pursuant to the provisions of Minnesota Statutes, section 123B.02, subdivision 15 and Section 403(b) of the Federal Internal Revenue Code, the School District will make matching contributions for each employee who has completed at least two (2) consecutive years of working experience in the Unit and who is employed an average of at least 30 hours per week and at least 150 days per school year pursuant to the provisions of this Article.

Section 2. Amount of School District Contribution:

Subd. 1. Full-time Employees: Full-time, eligible employees, after completion of their second (2nd) consecutive year of working experience in the School District, shall be eligible for an annual School District matching contribution as follows:

| Years of Completed Service | Maximum Matching Contribution |
|---|---|
| 2-7 | $ 2,500, |
| 8-14 | $ 3,000, |
| 15+ | $ 3,750. |

Subd. 2. Part-time Employees: Eligible part-time employees shall receive a matching contribution on a pro-rata basis equal to their percentage of full-time employment.

Subd. 3. Year of Service: For purposes of this Section, a year of service in the Unit means working on at least (150) workdays in a single school year.

Section 3. Vendors: Participation in the benefits of this Article is limited only to employees who select one (1) of the following vendors: Fidelity, Fidelity via Educator's Financial Services (E.S.I.), and AXA (Equitable).

Section 4. Notice of Participation: To be eligible for the provisions of this Article, an employee must notify the Benefits Specialist in Human Resources during the benefits open enrollment period of the employee's intention to participate in this matching program and the amount of the employee's contribution. An employee hired mid-year must notify the Benefits Specialist in Human Resources, in writing, within 30 days of hire of their intention to participate in this matching program and the amount of their contribution. This notice shall continue from year to year at the specified amount unless the employee notifies the Benefits Specialist in Human Resources, in writing, otherwise.

Section 5. Payment: The employee's contribution shall be made by payroll deduction.

Section 6. Unpaid Leave: An employee on unpaid leave may not participate in the provisions of this Article.

**ARTICLE VIII GROUP INSURANCE**

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Selection of School District's Group Health and Hospitalization Plan: The parties agree no employee shall

select a group health and hospitalization plan that causes or will cause penalties, fees, or fines to be assessed against the School District.

Section 3. Health and Hospitalization Insurance – Single Coverage: The School District shall contribute a sum not to exceed the listed dollar amount per month toward the composite premium for individual coverage for each full-time employee employed by the School District who qualifies for and is enrolled in single coverage in the School District's group health and hospitalization insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby $1,000 annually shall be redirected by the district to the HRA. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

~~2024-2025~~ 2025-2026: ~~$1,200~~ $1,260
2026-2027 $1,313

Section 4. Health and Hospitalization Insurance – Family Coverage: The School District shall contribute a sum not to exceed the listed dollar amount per month toward the composite premium for family coverage for each full-time employee employed by the School District who qualifies for and is enrolled in family coverage in the School District's group health and hospitalization insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby $2,000 annually shall be redirected by the district to the HRA. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

~~2024-2025~~ 2025-2026: ~~$2,650~~ $2,782.50
2026-2027 $2,902

Section 5. Claims Against the School District: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Master Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 6. Duration of Insurance Contributions: An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District, on paid status, and enrolled in the School District's group health and hospitalization insurance plan. Upon termination of employment, all School District contributions shall cease.

Section 7. Eligibility: Full-time employees shall be eligible for full benefits provided in this Article. Part-time employees shall be eligible for partial benefits proportional to the extent of their employment. Eligibility is also subject to any limitations contained in the contract between the insurance carrier and the School District.

Section 8. Dental: The District will pay 100% of the premium for single and family coverage for a full-time employee who elects to participate in the district's group dental plan.

Section 9. Group Term Life Insurance: The District will pay 100% of the premium for a group term life insurance policy with a death benefit of fifty thousand dollars ($50,000) for each full-time employee who qualifies for life insurance.

Section 10. Long-Term Disability (LTD) Insurance: The District will make an LTD insurance plan available for full-time employees who desire to participate in the plan. Employees eligible to participate in the LTD plan are responsible for paying 100% of the premium taxes through payroll deduction.

Section 11. Disclaimer: No claim or cause of action may be brought against the district for any claim that is not covered or paid by insurance. The district is not insuring or guaranteeing that any particular claim will be paid or covered by any insurance policy, plan, or program, or that any specific amount will be paid out under any policy, plan, or program. Any description of insurance benefits in this agreement is intended to be general and informational only and is subject to change in the discretion of the School Board. The eligibility of any particular employee and the employee's dependent(s) is governed by the terms of the actual insurance policy, plan, or program. The district's only obligation is to make the premium contributions that are identified in this agreement, as it currently is written or as amended at any time in the future, for full-time employees who otherwise qualify for and enroll in the particular insurance plan or program.

**ARTICLE IX LEAVES OF ABSENCE**

Section 1. Sick and Bereavement Leave: Employees may use available sick or bereavement leave per MN Statute 181.9445. When the District has reason to believe that leave is being abused or misused, it has an obligation to investigate and take appropriate action to prevent or remedy the misuse.

Subd. 1. Each year, all full-time liaisons shall earn sick leave at the accumulative rate of 120 hours at the beginning of each school year. Liaisons hired after the first day of the school year shall have the 120 hours prorated based upon the number of days missed divided by 184 days. Part-time liaisons shall accrue and be eligible for such benefit on a pro-rata basis.

Subd. 2. Liaisons may accrue unused leave to six hundred (600) hours.

Subd. 3. When a liaison has exhausted leave, the liaison shall have their daily rate of pay for each day of absence deducted from a subsequent payroll. For purposes of leave reimbursement an eight-hour day not including lunch shall be a 1.0 fte.

Subd.4. Unless a part of a Federal or State approved leave, unpaid days may result in corrective action.

Section 2. Personal Leave: An employee may take 2 paid personal leave each school year. The employee must obtain permission from their supervising administrator to take personal leave on a given day. The Superintendent or the supervising administrator may deny any request for personal leave at a given time based upon the Superintendent's or administrator's assessment of the needs of the District. Days of personal leave do not accumulate and will be forfeited if they are not used. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of personal leave. Employees scheduled to work 220 or more days may take a total of 4 paid personal leave each school year.

Section 3. Workers' Compensation: Pursuant to Minnesota Statutes Chapter 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 4. Child Care Leave:

Subd. 1. Use: A child care leave may be granted by the School District, subject to the provisions of this Section, to one (1) employee-parent of a natural or adopted infant child, provided such employee-parent is caring for the child on a full-time basis.

Subd. 2. Request: An employee making application for child care leave shall inform the Benefits Specialist in Human Resources in writing of the request to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. Medical Statement: An employee will provide, at the time of the leave application, a statement from the attending physician indicating the expected date of delivery.

Subd. 4. Duration: In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

(1.) grant any leave more than twelve (12) months in duration;
(2.) permit the employee to return to employment prior to the date designated in the request for child care leave.

Subd. 5. Reinstatement: An employee returning from child care leave shall be reinstated in a position the employee is qualified unless previously discharged or laid off.

Subd. 6. Failure to Return: Failure of the employee to return by the date determined under this Section shall constitute grounds for discharge unless the School Board and the employee mutually agree in writing to an extension in the leave.

Subd. 7. Salary and Fringe Benefits: Leave under this Section shall be without pay or fringe benefits.

Section 5. Family and Medical Leave (FMLA): FMLA leave shall be granted pursuant to applicable law.

Section 6. Jury Service: An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 7. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 8. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance, except as otherwise provided in law. In the event the employee is on paid leave from the School District under Section 1. above or supplemented by sick leave pursuant to Section 2. above, the School District will continue insurance contributions as provided in this Master Agreement until sick leave is exhausted. Thereafter, the employee must pay the entire premium to the Benefits Specialist in Human Resources for any insurance retained.

Section 9. Credit: An employee who returns from paid or unpaid leave shall retain experience credit for pay purposes and other benefits that had accrued at the time leave began. No service credit shall accrue for the period of time that an employee was on unpaid leave.

Section 10. Eligibility: Full leave benefits provided in this Article are designed for Full-time employees. Part-time employees shall be eligible for partial leave benefits proportional to the extent of their employment.

Section 11. Religious Leave. Persons absent for religious observance may exchange a maximum of two (2) days of

sick leave per year for religious absence under the following conditions:

Subd. 1. For religious observance of a sacred holiday as specified by the religion.

Subd. 2. Such observance cannot take place outside of the normal work day.

Subd. 3 The employee must obtain permission from their supervising administrator to take Religious leave on a given day.

Section 12. Sick Leave Credit. If an employee is enrolled in the district's group insurance plan and has at least five (5) sick days available from the previous fiscal year, at the beginning of each fiscal year, five (5) sick days will be converted to the equivalent of five (5) days of the employee's daily rate of pay and contributed into the employee's HRA account.

## ARTICLE X HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week: The employee's basic work week, exclusive of lunch, shall be prescribed by the School District.

Section 2. Basic Work Year: The employee's basic work year shall be prescribed by the School District.

Section 3. Part-time Employees: The School District reserves the right to employ such employees as it deems desirable or necessary on a part-time or casual basis.

Section 4. Sub-Contracting: The School District may sub-contract bargaining unit work after providing the exclusive representative with written notice and the opportunity for discussion with the School District.

Section 5. Shifts and Starting Times: All employees will be assigned starting times and shifts as determined by the School District.

Section 6. ~~Lunch Period: Full-time employees shall be provided a duty-free lunch period of at least thirty (30) minutes.~~ Rest and Meal Periods Break and Lunch Options: Full-time employees shall be entitled to rest and meal periods during their workday. Employees may choose between the following two schedules:

Option A (Default): One (1) thirty-minute paid duty-free lunch period, with no additional paid rest breaks. Example: 8am – 4:00pm work day, 1 30-minute paid lunch. 8 hours paid.

Option B: Two (2) fifteen-minute paid rest breaks and one (1) thirty-minute unpaid, duty-free lunch period. Example: 8am – 4:30pm work day, 2 paid 15-minute breaks, 1 30-minute unpaid lunch. 8 hours paid.

Subd. 1: Election and Notification: Option A shall serve as the default schedule for all eligible employees. If an employee wishes to select Option B, the employee must notify the Human Resources Department of their choice in writing.

Subd. 2: Scheduling Constraints: To ensure adequate coverage and operational efficiency, all rest breaks and lunch periods—whether paid or unpaid—must be scheduled and taken strictly between the hours of 10:00 a.m. and 2:00 p.m.

Section 7. Emergency Closing:

Subd. 1. If, after arriving on the job, the employee is dismissed by the Executive Director of Human Resources, each employee's average day's wages shall be paid, per the regular assignment.

Subd. 2. When the decision is made that facilities will not be open for any emergency, including inclement weather, it will be announced as per the District 191 emergency school closing regulations published and distributed in the fall of each year. When such announcement is made, employees are not to report. The first emergency closing day will be paid.

Subd. 3. If one or more buildings, but not all buildings in the District, are closed for any emergency, employees are to report to work. Liaisons are district wide employees and may be reassigned to another site.

Subd. 4. E-Learning days are weather related. In the event the District declares an e-learning day and employees are directed not to report to their worksite, employees will be paid their normal rate of pay, for normally scheduled work hours for the duration of the e-learning period. Employees may be retained on an on-call basis for any potential need.

**ARTICLE XI HOLIDAYS**

Section 1. Holidays: Employees will not be required to work on holidays established by the School District.

Section 2. Weekends: Any holiday that falls during a weekend will be observed on a day established by the School District.

Section 3. School in Session: The School District reserves the right, if school is in session, to cancel any of the holidays noted in Section 1. above and establish another holiday in lieu thereof.

**ARTICLE XII DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD**

Section 1. Probationary Period: An employee shall serve a probationary period of 184 days of continuous service in the School District, during that time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee. During this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge, or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance regarding any other provisions of the Master Agreement alleged to have been violated.

Section 2. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for just cause.

Section 3. Seniority Date: Employees shall acquire seniority upon completion of the probationary period, and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this Master Agreement. If more than one employee commences work on the same date, the seniority ranking for such employees shall be solely determined by the School District. ~~Seniority shall only apply to the culture classification assigned, i.e. Hispanic, Somali, Russian, Hmong, etc.~~

Subd. 1. Preparing Seniority List
On or before December 15th each year, the School District shall create a seniority list (name, cultural classification, and seniority date of employment) to be prepared from its records. It shall thereupon be emailed to the Union President and posted online, accessible to all employees.

Subd. 2. Disagreements with Seniority List:
Any person whose name appears on such list and who may disagree with the findings of the School District and the order of seniority in said list shall have ten (10) business days from the date of posting to supply written documentation, proof, and request for seniority change to the School District.

Subd. 3. Evaluation of Seniority List:
Within ten (10) business days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and shall make such changes. A final seniority list shall thereupon be prepared by the School District by February 1st, which list as revised shall be binding on the School District and any employee. Each year thereafter the School District shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services, or new employees. Such yearly revised list shall govern the application of a reduction in force as stated in Article XIII of this Master Agreement.

Section 4. Retention of Leave and Benefits
If an employee leaves the School District for one (1) calendar year or less, the employee will retain their previous start date, placement on Schedule A, and benefits. If an employee leaves the School District for more than one (1) calendar year, then the employee will be treated as a new employee to the School District.

Section 4 5. Discipline: The School District shall have the right to impose discipline on its employees for just cause.

Subd. 1. The School District shall draw an employee's attention to the lack of professional conduct in the following ways:

a. Coaching and non-disciplinary corrective actions including:
   i. Informal conversation with supervisor
   ii. Communication via e-mail outline expectations, supports and directives
   iii. Written documentation of Verbal Warning
   iv. Written Warning

b. Discipline actions including:
   i. Written Reprimand
   ii. Suspension without pay
   iii. Letter of Deficiency
   iv. Loss of salary increase for substandard performance
   v. Discharge

Subd. 2. Use of items "a" to "b" above need not be in progressive order; dependent on the frequency and severity of the lack of the professional conduct any or all of the above corrective actions or forms of discipline may be used. The School District reserves the right to impose discipline at any level as it determines based upon the circumstances surrounding the action.

**ARTICLE XIII REDUCTION IN FORCE**

~~The parties recognize the principle of seniority within classification concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. An employee on layoff shall retain seniority and the right to recall, within classification, for a period of twenty-four (24) months after the date of layoff.~~

Section 1. Layoffs

Subdivision 1. Should the School District determine that layoffs are necessary, layoffs will occur by the inverse order of seniority in a cultural classification position, i.e. Hispanic, Somali, Russian, Hmong, etc. and the School District shall notify the employee and the Union President in writing.

Subdivision 2. Laid off employees will be recalled to open positions in the inverse order in which they are laid off. Employees will remain on the recall list for twenty-four (24) months or until a position becomes available. If an employee is recalled to an open position, they will be contacted via certified mail at the last address on file at the School District office and also notified by phone call via the last known number on file at the School District office. The employee has ten (10) business days to determine and notify the School District if they will accept the position. If the individual refuses the position, the individual is removed from the recall list.

Subdivision 3. Employees returning from layoff will retain their original seniority date, placement on Schedule A, and other benefits earned prior to layoff.

**ARTICLE XIV GRIEVANCE PROCEDURE**

Section 1. Definitions:

Subd. 1. Grievance: The word "grievance" shall mean a written allegation by an employee that the employee has been injured as a result of a dispute or disagreement between the employee and the School District as to the interpretation or application of specific terms and conditions contained in this Master Agreement.

Subd. 2. Grievant(s): The word "grievant(s)" shall mean an individual employee, a group employee, or the exclusive representative who files a grievance as defined in subdivision 1. above. The exclusive representative may also file a grievance if the allegation involves a specific right of the exclusive representative as provided in this Master Agreement.

Subd. 3. Days: Any reference to the word "days" regarding time periods in this procedure shall refer to working days. The term "working day" is defined as all weekdays not designated as holidays by state law.

Section 2. Representation: The grievant(s), administrator(s), or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

Section 3. Interpretations:

Subd. 1. Extension: Time limits specified in this Master Agreement may be extended by mutual, written agreement.

Subd. 2. Computation of Time: In computing any period of time prescribed or allowed by procedures in this Article, the date of the act, event, or default for which the designated period of time begins to run shall not be included.

Subd. 3. Filing and Postmark: The filing or service of any notice or document required by this Master Agreement shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted to the School District's designee in writing, signed by the grievant(s), setting forth the facts and the specific provision(s) of the Master Agreement allegedly violated and the particular relief sought within thirty (30) business days after the date that the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of that grievance. Failure to appeal a grievance from one level to another within the time periods provided below shall constitute a waiver of the grievance. An effort shall first be made to resolve an alleged grievance informally between the grievant(s) and the School District's designee.

Section 5. Resolution of Grievance: The School District and the grievant(s) shall attempt to resolve all grievances that may arise during the course of employment as follows:

Subd. 1. Level I: If the grievance is not resolved through informal discussion, the School District's designee shall give a written decision on the grievance to the parties involved within ten (10) days* after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made, in writing, within five (5) days* after the receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or the Superintendent's designee shall, within fifteen (15) days*, set a time to meet regarding the grievance after receipt of the appeal. Within ten (10) days* after the meeting, the Superintendent or the Superintendent's designee shall issue a written decision to the parties involved.

Section 6. Denial of Grievance: Failure by Superintendent or the Superintendent's designee to issue a decision within the time period provided in this Article shall constitute a denial of the grievance, and the grievant(s) may appeal it to the next level.

Section 7. Grievance Mediation: In the event that the grievant(s) and the School District are unable to resolve any grievance, the parties may jointly agree to participate in mediation for the purpose of compromising, settling, or resolving the grievance.

Subd. 1. Request: A request to submit a grievance to mediation must be made in writing, signed by the grievant(s) or the School District, and delivered to the designee of the other party. The other party shall respond within five (5) working days to accept or deny the submission of a grievance to mediation.

Subd. 2. Selection of Mediator: A joint request for mediation shall be submitted to the Commissioner to assign a mediator.

Subd. 3. Mediation: The assigned mediator shall schedule one (1) or more mediation sessions. The mediation shall be conducted in conformance with Bureau of Mediation Services Policies and Procedures regarding Grievance Mediation. The mediator does not have authority to order discovery.

Subd. 4. Costs of Mediation: The costs of mediation shall be borne equally by both parties. Each party shall bear its own costs related to representation during the mediation process.

Subd. 5. Recommendation: The recommendations of the mediator, if any, shall be advisory only and shall not be binding on either party. No reference to the mediation or any recommendation therefrom may be used in any subsequent proceeding.

Section 8. Arbitration Procedures: In the event that the grievant(s) and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as explained in this Article.

Subd. 1. Request: A request to submit a grievance to arbitration must be made in writing and signed by the grievant(s). Such request must be filed to the Superintendent within ten (10) days* following denial of the grievance at Level II or completion of the grievance mediation procedure, if any.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator that has not first been duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties may, within ten (10) days* after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days* after the request for arbitration. The request shall ask that the panel be submitted within ten (10) days* after the receipt of said request. Within ten (10) days* after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time period as provided in this Article shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person(s) as they may choose, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact that shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses that the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a copy.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment contained in this Master Agreement; nor shall an arbitrator have jurisdiction over any grievance that has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined in this Article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, that shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the

School District, its overall budget, utilization of technology, the organizational structure, selection of personnel, and direction of personnel. In considering any issue in dispute, the arbitrator's order shall give

due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Master Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined in this Master Agreement, the employee(s) shall waive the right to initiate a grievance pursuant to this Article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This Section shall not apply to actions to compel arbitration as provided in the Master Agreement or to enforce the award of an arbitrator.

**ARTICLE XV DURATION**

Section 1. Terms and Reopening Negotiations: This Master Agreement shall remain in full force and effect for a period commencing upon the date of its full ratification through June 30, ~~2025~~ 2027, and thereafter as provided by PELRA. In the event a successor Master Agreement is not entered into prior to the expiration date of this Master Agreement, an employee shall be compensated according to the previous year's compensation until such time that a successor Master Agreement is ratified. If either party desires to modify or amend this Master Agreement commencing at its expiration, it shall give written notice of such intent to the other party no later than one hundred twenty (120) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration date of this Master Agreement.

Section 2. Effect: This Master Agreement constitutes the full and complete Master Agreement between the School District and the exclusive representative. The provisions of this Master Agreement relating to terms and conditions of employment supersede any and all prior Master Agreements, resolutions, practices, and School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Master Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights, functions, and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Master Agreement.

Section 3. Severability: The provisions of this Master Agreement shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Master Agreement or the application of any provision.

IN WITNESS WHEREOF, the parties have executed this Master Agreement as follows:

| For the (EXCLUSIVE REPRESENTATIVE) | For the School District: |
|---|---|
| _____ | _____ |
| President | School Board Chair |
| _____ | _____ |
| ~~Secretary~~ Negotiating Team Member | School Board Clerk |

Dated this (___) day of (_____), (_____).

Dated this (  ) day of (  ), (  ).

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and Burnsville Cultural & Family Liaison Association (hereinafter referred to as the Union), representing the Cultural Liaisons of the School District as follows:

1. The School District and Union are parties to a collective bargaining agreement governing Cultural Liaisons for the period July 1, ~~2024~~ 2025 through June 30, ~~2025~~ 2027.

2. Understanding that this is the first negotiated agreement between the Union and the District, it is important to both parties to hold harmless employees that have been receiving a 403(b) match under previous Terms and Conditions of employment.

3. Both parties agree that if employees are not contributing to a 403(b) on March 1, 2025, they will follow the approved contract language for 403(b)'s. If an employee becomes eligible for a higher match amount, they will also follow approved contract language for 403(b)'s at that time.

4. The following list establishes the 403(b) contribution for the identified employees in the Cultural Liaison Unit.

| Employee | 403(b) |
|---|---|
| Ali, Maryan H | $ 3,750 |
| Grant, Heidi A | $ 3,750 |
| Wild, Priscila C | $ 3,750 |
| Dale, Maricela | $ 3,750 |

This MEMORANDUM OF UNDERSTANDING shall be in effect July 1, ~~2024~~ 2025 through June 30, ~~2025~~ 2027.

Burnsville Cultural & Family Liaison Association
Burnsville, MN 55337

_____
Union Representative

Dated: _____

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

_____
Employer Representative

Dated:_____

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and Burnsville Cultural & Family Liaison Association (hereinafter referred to as the Union), representing the Cultural Liaisons of the School District as follows:

1. The School District and Union are parties to a collective bargaining agreement governing Cultural Liaisons for the period July 1, 2024 through June 30, 2025.

2. Understanding that this is the first negotiated agreement between the Union and the District, it is important to both parties to establish an agreed upon seniority list for all current employees.

3. The following list establishes the seniority date for the identified employees in the Cultural Liaison Unit.

| Employee | Seniority Date | Employee | Seniority Date |
|---|---|---|---|
| Lopez, Mary T | 10/15/2007 | Ruiz, Cynthia | 2/28/2022 |
| Grant, Heidi A | 7/1/2011 | Moalim, Shamso A | 10/3/2022 |
| Riveros, Anna-maria | 11/19/2012 | Dale, Maricela | 4/10/2023 |
| Hassan, Rahma | 7/1/2013 | Elmi, Morgan | 8/28/2023 |
| Kaahiye, Axmad | 9/23/2013 | Ibrahim, Ardo | 11/13/2023 |
| Bauer, Andrea C | 9/26/2019 | Hampton, Kionna M | 12/11/2023 |
| Wild, Priscila C | 8/31/2020 | McKinney, Madison | 1/18/2024 |
| Ali, Maryan H | 9/9/2020 | Santiago-Toledano, Marshall | 11/4/2024 |
| Yasin, Muna I | 9/20/2021 | | |

This MEMORANDUM OF UNDERSTANDING shall be in effect July 1, 2024 through June 30, 2025.

Burnsville Cultural & Family Liaison Association
Burnsville, MN 55337

Union Representative

Dated: _____

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

Employer Representative

Dated: _____

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and Burnsville Cultural & Family Liaison Association (hereinafter referred to as the Union), representing the Cultural Liaisons of the School District as follows:

1. The School District and Union are parties to a collective bargaining agreement governing Cultural Liaisons for the period July 1, 2024 through June 30, 2025.

2. Understanding that this is the first negotiated agreement between the Union and the District, it is important to both parties to establish an agreed upon initial step placement for all current employees.

3. The following list establishes the initial step for the identified employees in the Cultural Liaison Unit.

| Employee | Step | Employee | Step |
|---|---|---|---|
| Grant, Heidi A | 6 | Wild, Priscila C | 6 |
| Lopez, Mary T | 6 | Moalim, Shamso A | 2 |
| Riveros, Anna-maria | 6 | Dale, Maricela | 3 |
| Hassan, Rahma | 4 | Elmi, Morgan | 2 |
| Kaahiye, Axmad | 6 | Ibrahim, Ardo | 3 |
| Bauer, Andrea C | 4 | Hampton, Kionna M | 3 |
| Ali, Maryan H | 3 | McKinney, Madison | 6 |
| Yasin, Muna I | 3 | Santiago-Toledano, Marshall | 3 |
| Ruiz, Cynthia | 2 | | |

This MEMORANDUM OF UNDERSTANDING shall be in effect July 1, 2024 through June 30, 2025.

Burnsville Cultural & Family Liaison Association
Burnsville, MN 55337

Union Representative

Dated: _____

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

Employer Representative

Dated: _____

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and Burnsville Cultural & Family Liaison Association (hereinafter referred to as the Union), representing the Cultural Liaisons of the School District as follows:

1. The School District and Union are parties to a collective bargaining agreement governing Cultural Liaisons for the period July 1, ~~2023~~ 2025 through June 30, ~~2025~~ 2027.

2. Understanding that this is the first negotiated agreement between the Union and the District, it is important to both parties to hold harmless employees that have been receiving a higher longevity payment under the previous Terms and Conditions of employment.

3. Both parties agree that the following employees will be held harmless at the identified rate until they are eligible for the next tier under Article VI, Section 3 Longevity.

4. The following list establishes the ~~2023-2025~~ 2025-2027 longevity for the identified employees in the Cultural Liaison Unit.

| Employee | Longevity |
|---|---|
| Grant, Heidi A | $ 2,500 |
| Riveros, Anna-maria | $ 2,500 |
| Hassan, Rahma | $ 2,500 |
| Kaahiye, Axmad | $ 2,500 |

This MEMORANDUM OF UNDERSTANDING shall be in effect July 1, ~~2024~~ 2025 through June 30, ~~2025~~ 2027.

Burnsville Cultural & Family Liaison Association
Burnsville, MN 55337

_____
Union Representative

Dated: _____

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

_____
Employer Representative

Dated:_____

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and Burnsville Cultural & Family Liaison Association (hereinafter referred to as the Union), representing the Cultural Liaisons of the School District as follows:

1. The School District and Union are parties to a collective bargaining agreement governing Cultural Liaisons for the period July 1, 2024 through June 30, 2025.

2. It is agreed that the district will offer a flat rate equivalent to the projected percent increase of the medical premium used for negotiation costing for 25.26 and 26.27 bargaining years.

3. For July 1, 2027, both parties agree that the premium rate is open to a negotiated increase amount.

This MEMORANDUM OF UNDERSTANDING shall be in effect July 1, 2024 through June 30, 2025.

| | |
|---|---|
| Burnsville Cultural & Family Liaison Association<br>Burnsville, MN 55337 | Independent School Dist. 191<br>200 West Burnsville Parkway<br>Burnsville, MN 55337 |
| _____<br>Union Representative | _____<br>Employer Representative |
| Dated: _____ | Dated: _____ |

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and Burnsville Cultural & Family Liaison Association (hereinafter referred to as the Union), representing the Cultural Liaisons of the School District as follows:

1. The School District and Union are parties to a collective bargaining agreement governing Cultural Liaisons for the period July 1, 2024 through June 30, 2025.

2. It is agreed that both the district and the union will identify 3 representatives to meet and clarify the differences, nuances, and ethical conflicts between performing the role of a cultural liaison and the role of an interpreter / translator.

3. It is agreed that the task force will also develop a process for approving evening events, parent conferences, and other events outside of building hours that is uniformed districtwide.

4. The task force should provide guidance before workshop week of 2025.

5. It is agreed that the guidance from the taskforce is not binding, but will be used to determine whether clear contract language can be developed or if a solution outside of contract language may be appropriate.

This MEMORANDUM OF UNDERSTANDING shall be in effect July 1, 2024 through June 30, 2025.

| | |
|---|---|
| Burnsville Cultural & Family Liaison Association<br>Burnsville, MN 55337 | Independent School Dist. 191<br>200 West Burnsville Parkway<br>Burnsville, MN 55337 |
| _____<br>Union Representative | _____<br>Employer Representative |
| Dated: _____ | Dated: _____ |

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and Burnsville Cultural & Family Liaison Association (hereinafter referred to as the Union), representing the Cultural Liaisons of the School District as follows:

1. The School District and Union are parties to a collective bargaining agreement governing Cultural Liaisons for the period July 1, 2025 through June 30, 2027.

2. The Minnesota Paid Leave Law (Minnesota Statutes Chapter 268B) creates a statewide Family and Medical Leave insurance program, scheduled to become effective on January 1, 2026. The Employees represented by the Union are covered under this new statute. Given that the Statute may undergo multiple revisions during its implementation, this agreement provides language that allows all parties to plan and rely on specific details. The core understanding of this document is that it shall not restrict any mandated employee benefit required by the statute. PFML benefits are defined as monetary payments associated with qualifying events such as bonding, family care, medical care related to pregnancy, serious health conditions, qualifying exigency, or safety leave.

3. **Premium Contribution**
   a. The District and the Union agree that the Employer shall contribute 50% of the premiums to the State, and the employee shall pay the remaining 50% of the premium through wage deduction.

4. **Non-Supplementation of State Benefits**
   a. The Union acknowledges that the District has determined it will not designate paid accrued leave (such as sick leave, personal time, or vacation pay) as a supplemental benefit payment.
   b. A "Supplemental benefit payment" is defined in the statute as a payment made by an employer, such as salary continuation or paid time off, which is given in addition to any PFML benefits the employee receives under Chapter 268B.
   c. An employee retains the ability to use accrued paid time off (like vacation pay or sick leave) in lieu of receiving the state PFML program benefits, provided the employee is concurrently eligible for the leave.

5. **Increments for Intermittent Leave**
   a. The minimum increment of intermittent leave permitted by this agreement is one calendar day. A "calendar day" refers to a fixed 24-hour period.

6. **Relationship to Federal FMLA**
   a. Leave required by the federal Family and Medical Leave Act (FMLA) will, as permitted by law, run concurrently with the new state benefit.

This MEMORANDUM OF UNDERSTANDING shall be in effect July 1, 2025 through June 30, 2027.

| | |
|---|---|
| Burnsville Cultural & Family Liaison Association<br>Burnsville, MN 55337 | Independent School Dist. 191<br>200 West Burnsville Parkway<br>Burnsville, MN 55337 |
| _____<br>Union Representative | _____<br>Employer Representative |
| Dated: _____ | Dated: _____ |

5. Proposed Adoption of the Terms and Conditions of Employment for Confidential Employees of Independent School District 191 105

**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.

Burnsville · Eagan · Savage

**Agenda IV.B.5**
**April 9, 2026**

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

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

**Date:** April 9, 2026

**Re:** Proposed Adoption of the Terms and Conditions of Employment for Confidential Employees of Independent School District 191

**Recommendation:** That the Board of Education approve the proposed revisions and re-adopt the unchanged language in the 2025-2027 Terms and Conditions of Employment for the Confidential Employees of Independent School District 191.

**Notes:**
There are 5 Confidential employees. These Terms are reviewed and updated on a bi-annual basis. Positions under these Terms are considered At-Will unless a State License is specifically required under statute. Employees under the Terms receive salary packages in alignment with comparable positions in other units and comply under State Pay Equity regulations.

Economic terms include:

Total
- Updated Dates
- Added MPFL Language
- Increase to 403(b) contribution.
- Two-year increased cost $56,000. MSBA 7.00%

**Attachments:**
Proposed Terms and Conditions

# ~~2023-~~2025 - 2027 GENERAL TERMS AND CONDITIONS OF EMPLOYMENT: CONFIDENTIAL EMPLOYEES

**Purpose.** This policy outlines the general terms and conditions of employment for confidential employees ("employee" or "employees") of Independent School District No. 191, Burnsville ("District" or "School Board"). This policy does not create an express or implied contract between any employee and the District. The School Board may modify this policy at any time, without prior notice, as the Board sees fit. The terms and conditions in this policy will remain in effect until the Board modifies this policy.

**Confidential Employees.** For purposes of this policy, individuals holding any of the following positions are deemed to be "confidential employees":

Tier I: Exec. Admin. Assistant, Payroll Supervisor
Tier II: HR Labor Relations Manager, Compliance Coordinator
Tier III: HR Employment Specialist

**At-Will Employment.** The employees covered by this policy are employed on an at-will basis regardless of any statements, representations, procedures, or other policies that may be made or promulgated by the District or its agents or representatives. As a result, the District may discipline or discharge an employee as the District sees fit and for any reason that is not unlawful. The District is not required to show cause when disciplining or discharging an employee. Employees may resign from the District at any time and for any reason. This paragraph does not apply to any employee who is required to hold a license from the Minnesota Department of Education or the Minnesota Board of Teaching.

**Performance of Duties.** Employees must faithfully perform, at a professional level of competence, the services and duties prescribed by the District, regardless of whether such duties are specifically described in this policy, in a job description, in a notice of assignment, or in another document. Prompt and regular attendance is an essential function of each employee's job. Employees must also comply with all lawful directives issued by the Superintendent or by any other individual with supervisory authority. In addition, employees must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District. Employees may not, directly or indirectly, engage or participate in any action or conduct that conflicts in any respect with the interests of the District. Toward that end, employees may not engage or participate in any action or conduct that is inconsistent with their job duties, the basic educational mission of the District, or the desired image of the District.

**Notice of Assignment.** The District will give each employee an annual notice of assignment containing additional information about the employee's position, including the following: (1) the employee's annual salary; (2) the number of duty days for purposes of daily rate of pay calculations; and (3) whether the position is "exempt" or "non-exempt" under the Fair Labor Standards Act. The employee's duty year will be twelve months in length, (July 1 to June 30).

a. **Basic duty day.** The basic duty day for most full-time employees will be eight hours in length, but employees in an exempt position are expected to work the number of hours necessary to perform their job duties and to meet the professional expectations of their job. Employees are paid based only upon the number of duty days they work. Additional duty days may be approved by the Superintendent. Unauthorized additional duty days will not be compensated.

b. **Overtime.** Hours worked beyond a forty-hour workweek will not constitute overtime and will not result in any overtime pay or any other form of additional compensation for employees who hold an exempt position under the FLSA. Employees who hold a non-exempt position will receive one and one-half (1.5) times their regular rate of pay for all time worked in excess of forty (40) hours per week. Non-Duty days and paid holiday hours will not be counted as hours worked when determining overtime obligations in a given week. Beyond the basic duty day, all employees may be required to attend and participate in meetings and school-sponsored events and activities.

c. **Modification of assignment.** The Superintendent may reassign an employee or modify an employee's assignment at any time and for any reason. In addition, the Superintendent may modify an existing job description for an employee's position or create a new job description at any time.

**Individual Contracts.** In accordance with Minnesota law, the District will issue an individual contract to each employee who is required to hold a license from the Minnesota Department of Education or the Minnesota Board of Teaching.

**Full-Time Employment.** For purposes of this policy, a "full-time" employee is one who is assigned to work at least 1450 hours per year according to the notice of assignment issued by the District.

**Vacation.** Full-time employees shall earn vacation equivalent to 2.5 days per month worked to be allocated at the beginning of the fiscal year. Part-time employees will have the amount prorated. Unused vacation time expires at the end of the fiscal year and may not carryover. Unused vacation time expires at the end of the fiscal year and may not carryover. If an employee leaves employment prior to the end of the fiscal year, vacation time will not be paid out and has no value.

**Compensation.** The Board will determine the compensation of each employee covered by this policy. For the ~~2023-2025~~ 2025-2027 school years, the Board will use the following ranges as a guide when determining the compensation of each employee:

| 2025.2026 | CLASSIFICATION | JOB DESCRIPTION | Step 1 | Step 2 | Step 3 |
|---|---|---|---|---|---|
| | I No BA | Exec. Admin. Assistant, Payroll Supervisor | $75,000 | $85,300 | $ 95,600 |
| | I BA | | $77,000 | $87,300 | $ 97,600 |
| | II No BA | HR Labor Relations Manager, Compliance Coordinator | $71,700 | $81,500 | $ 91,200 |
| | II BA | | $73,700 | $83,500 | $ 93,200 |
| | III No BA | HR Employment Specialist | $55,200 | $63,100 | $ 71,200 |
| | III BA | | $57,200 | $65,100 | $ 73,200 |

| 2026.2027 | CLASSIFICATION | JOB DESCRIPTION | Step 1 | Step 2 | Step 3 |
|---|---|---|---|---|---|
| | I No BA | Exec. Admin. Assistant, Payroll Supervisor | $76,900 | $87,400 | $ 98,000 |
| | I BA | | $78,900 | $89,400 | $100,000 |
| | II No BA | HR Labor Relations Manager, Compliance Coordinator | $73,500 | $83,500 | $ 93,500 |
| | II BA | | $75,500 | $85,500 | $ 95,500 |
| | III No BA | HR Employment Specialist | $56,600 | $64,700 | $ 73,000 |
| | III BA | | $58,600 | $66,700 | $ 75,000 |

**Additional Compensation.** Effective July 1, 2021, employees who have completed 5 years of service in the district will receive a stipend of $1,000. Employees who have completed 10 years of service will receive a stipend of $2,500. Employees who have completed 15 years of service will receive a stipend of $5,000.

**Daily and Hourly Rate of Pay.** In the event the District needs to determine a daily rate of pay for an employee, the employee's annual salary will be divided by the number of duty days assigned to the employee. In the event the District needs to determine an hourly rate of pay for an employee, the employee's daily rate of pay will be divided by eight hours.

**Holidays.** In the absence of an emergency or a change in the school calendar, employees are not expected to work on the following holidays:

1. New Year's Eve Day
2. New Year's Day
3. Memorial Day
4. Juneteenth
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Eve Day
10. Christmas Day
11. One (1) Floating Holiday

**Insurance Benefits.** As described below, the District will contribute toward the cost of the premium for certain types of insurance for full-time employees who otherwise qualify for and enroll in the insurance policy, plan, or program. The District will select the insurance policies, plans, and programs. To the extent permitted by law, upon separating from employment with the District a former employee may continue to particulate in a group health insurance plan, but such participation will be at the former employee's sole expense.

a. **Single Health and Hospitalization Insurance.** The District will contribute an amount equal to 95% of the composite premium for an employee who enrolls the single plan. The composite premium will be based on a health care insurance plan with an HRA

(Health Reimbursement Account) whereby $1,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.

b. **Dependent Health and Hospitalization Insurance.** The District will contribute an amount equal to 83% of the composite premium for an employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby $2,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.

c. **Both Spouses Employed.** If an employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.

d. **Dental Insurance.** The District will pay 100% of the premium for single toward single or dependent coverage for a full-time employee who elects to participate in the District's group dental plan.

e. **Group Term Life Insurance.** The District will pay 100% of the premium for a group term life insurance policy with a death benefit of fifty thousand dollars ($50,000) for each full-time employee who qualifies for life insurance.

f. **Long-Term Disability (LTD) Insurance.** Income Protection coverage will be provided each employee at District expense. Disability pay will be governed by the policy in effect. After a confidential employee has been ill or disabled for more than thirty (30) consecutive days, the employee may use sick leave on a fractional basis, together with the income protection plan to equal full salary for an additional sixty (60) days. Maximum of (20) full sick days per illness may be used in this manner, provided the employee has sufficient accumulated days.

g. **Disclaimer.** No claim or cause of action may be brought against the District for any claim that is not covered or paid by insurance. The District is not insuring or guaranteeing that any particular claim will be paid or covered by any insurance policy, plan, or program, or that any specific amount will be paid out under any policy, plan, or program. Any description of insurance benefits in this policy is intended to be general and informational only and is subject to change in the discretion of the School Board. The eligibility any particular employee and the employee's dependent(s) is governed by the terms of the actual insurance policy, plan, or program. The District's only obligation is to make the premium contributions that are identified in this policy, as it currently is written or as amended at any time in the future, for full-time employees who otherwise qualify for and enroll in the particular insurance plan or program.

**Sick Leave.** Each full-time employee will earn sick leave at the rate of twelve (12) days per school year and may accumulate a maximum of 150 days of sick leave. Part-time employees will earn sick leave on a prorated basis. An employee's use of sick leave is subject to the following conditions:

a. The Superintendent may allow an employee to use up to five days of annual sick leave in advance of the monthly accrual, but the advance of sick leave will be deducted from subsequent accrual in that year. Any absences due to illness that are in excess of the employee's accumulated sick leave and annual accrual will be without pay. Sick leave may not be used to conduct personal business.

b. Employees can use their earned sick time for the employee's mental or physical illness, treatment or preventive care; a family member's mental or physical illness, treatment or preventive care; absence due to domestic abuse, sexual assault or stalking of the employee or a family member; closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.

c. Family members are defined as their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent); their spouse or registered domestic partner; their sibling, stepsibling or foster sibling; their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child; their grandchild, foster grandchild or step-grandchild; their grandparent or step-grandparent; a child of a sibling of the employee; a sibling of the parents of the employee; a child-in-law or sibling-in-law; any of the family members listed above of an employee's spouse or registered domestic partner; any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and up to one individual annually designated by the employee.

d. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of accumulated sick leave.

e. At the beginning of each fiscal year, (5) sick days will be converted to the equivalent of (5) days of the employee's daily rate of pay and contributed into the employee's HRA account.

f. The total number of sick time accrued and available for use, as well as the total number of earned sick hours used shall be available to employees via the current online payroll system, i.e. Skyward.

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

**Personal Leave.** An employee may take up to three (3) days of paid personal leave each school year. The employee must obtain permission from his/her supervising administrator to take personal leave on a given day. The Superintendent or the supervising administrator may deny any request for personal leave at a given time based upon the Superintendent's or administrator's assessment of the needs of the District. Days of personal leave do not accumulate and will be forfeited if they are not used. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of personal leave.

**Jury Duty.** An employee who is called for jury duty will be reimbursed for the difference between the amount paid for serving on the jury and the employee's regular salary during the period of service. To the extent possible, employees will be expected to report or otherwise perform their regular duties when temporarily excused from attending court.

**Other Types of Leave.** To the extent required by law, the District will grant other types of leave. In addition, the School Board may, in its discretion, grant additional types of leave that are not required by law.

**Expense Reimbursement.** The District will reimburse employees for mileage and reasonable expenses of job related activities. Employees may be given time to participate in professional conferences and seminars, and will be reimbursed for reasonable expenses associated with attending such conferences and seminars, provided that the conference or seminar was approved in advance by the supervising administrator or the Superintendent. To obtain reimbursement, employees must submit the required forms in accordance with School Board policy.

**Tuition Reimbursement.** Employees are eligible for up to one thousand dollars ($1,000) in tuition reimbursement per school year for post-graduate coursework that is germane to their assignment and benefits the District. All coursework must be preapproved by the Executive Director of Human Resources. All employees must submit appropriate documentation to the District showing that the employee earned a grade of B or higher, or a passing grade in a pass/fall system, in order to be eligible for tuition reimbursement.

**Flexible Benefit Plan.** The District has established a Flexible Benefit Plan under IRS Code 125. Regulations and procedures are available in the Human Resources Office. A School Board policy and accompanying regulations have been developed and will be updated annually to comply with IRS Regulations.

**Matching Contribution Eligibility.** Employees may participate in a tax- sheltered annuity pursuant to United States Public Law No. 87-370, Minnesota Statutes section 123B.02, subdivision 15, and School

~~District policy. To the extent permitted by federal and state law, including Minnesota Statutes section 356.24, the District will match up to $2,250 per year to an approved Minnesota deferred compensation program for an employee who is in his/her first year of employment with the District. After the employee has completed one year of service, the District will match up to $3,000 per year to an approved Minnesota deferred compensation program. Part-time employees will receive a pro-rated contribution to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1.~~

Effective July 1, 2024, employees may participate in a tax- sheltered annuity pursuant to United States Public Law No. 87-370, Minnesota Statutes section 123B.02, subdivision 15, and School District policy. To the extent permitted by federal and state law, including Minnesota Statutes section 356.24, the District will match up to $2,750 per year to an approved Minnesota deferred compensation program for an employee who is in ~~his/her~~ their first year of employment with the District. After the employee has completed one year of service, the District will match up to $3,750 per year to an approved Minnesota deferred compensation program. Part-time employees will receive a pro-rated contribution to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1.

Effective July 1, 2026, employees may participate in a tax- sheltered annuity pursuant to United States Public Law No. 87-370, Minnesota Statutes section 123B.02, subdivision 15, and School District policy. To the extent permitted by federal and state law, including Minnesota Statutes section 356.24, the District will match up to $3,000 per year to an approved Minnesota deferred compensation program for an employee who is in their first year of employment with the District. After the employee has completed one year of service, the District will match up to $4,000 per year to an approved Minnesota deferred compensation program. Part-time employees will receive a pro-rated contribution to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1.

a. **Employees on Leave.** An employee on an unpaid leave of absence is not eligible to participate in the plan.

b. **Plan Year Begins July 1.** The annual year for the School District contributions is July 1 through June 30. Changes in District matching amounts must occur on July 1 of each year.

c. **Employee Application.** Employees must apply to participate in the eligible TSA plan by July 1 for upcoming school year. Once an eligible employee elects to participate in the TSA investment program, the election will remain in effect for that school year and for each subsequent year unless modified by the employee.

d. **Compliance with Federal and State Laws.** The plan is subject to applicable code provisions of the Minnesota Statutes, IRS Code Section 403(b).

e. **Enrollment Limited to Participating Companies.** Tax sheltered annuity purchases will be limited to companies approved by the District.

**Minnesota Paid Leave.**

1. The Minnesota Paid Leave Law (Minnesota Statutes Chapter 268B) creates a statewide Family and Medical Leave insurance program, scheduled to become effective on January 1, 2026. Employees are covered under this new statute. Given that the statute may undergo multiple revisions during its implementation, this language allows all individuals to plan and rely on specific details. The core understanding of this document is that it shall not restrict any mandated employee benefit required by the statute. PFML benefits are defined as monetary payments associated with qualifying events such as bonding, family care, medical care related to pregnancy, serious health conditions, qualifying exigency, or safety leave.

2. **Premium Contribution**
    a. The Employer shall contribute 50% of the premiums to the State, and the employee shall pay the remaining 50% of the premium through wage deduction.

3. **Non-Supplementation of State Benefits**
    a. The district has determined it will not designate paid accrued leave (such as sick leave, personal time, or vacation pay) as a supplemental benefit payment.
    b. A "Supplemental benefit payment" is defined in the statute as a payment made by an employer, such as salary continuation or paid time off, which is given in addition to any PFML benefits the employee receives under Chapter 268B.
    c. An employee retains the ability to use accrued paid time off (like vacation pay or sick leave) in lieu of receiving the state PFML program benefits, provided the employee is concurrently eligible for the leave.

4. **Increments for Intermittent Leave**
    a. The minimum increment of intermittent leave permitted by this agreement is one calendar day. A "calendar day" refers to a fixed 24-hour period.

5. **Relationship to Federal FMLA**
    a. Leave required by the federal Family and Medical Leave Act (FMLA) will, as permitted by law, run concurrently with the new state benefit.

**Independent School District No. 191 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, or age.**

6. Proposed Adoption of Terms and Conditions of Employment with Operations and Maintenance Supervisors 115

**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.6.**
**April 9, 2026**

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

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

**Date:** April 9, 2026

**Re:** Proposed Adoption of Terms and Conditions of Employment with Operations and Maintenance Supervisors

**Recommendation:** That the Board of Education approve the proposed revisions and re-adopt the unchanged language in the 2025-2027 Master Agreement with the Operations and Maintenance Supervisors.

**Notes:**
There are four Operations Supervisors. These employees supervise areas under Operations, Properties and Transportation to ensure our buildings, grounds, and equipment are clean, safe, and well maintained. The following terms will be in place from July 1, 2025 through June 30, 2027.

*The major language items agreed upon in the tentative agreement include:*

- MPFL language
- Updated dates
- Longevity and 403(b) contributions

*Economic terms agreed to include:*

Total

- 2-year increased cost $31,000
- MSBA 2-year package increase is 5.31%

**Attachments:**
Proposed Master Agreement

# EMPLOYMENT AGREEMENT
## July 1, ~~2023~~ 2025 - June 30, ~~2025~~ 2027

## BOARD OF EDUCATION
## DISTRICT 191
## AND
## OPERATIONS AND MAINTENANCE SUPERVISORS

## PREAMBLE

This agreement, entered into on the 1st day of July ~~2023~~ 2025 between Independent School District 191 and the Operations and Maintenance Supervisors, hereinafter called the Association.

## ARTICLE I - PURPOSE

The School District and the Association agree that the purpose for entering into this Agreement is to:

Section 1. Establish the foundation for an effective and productive relationship.

Section 2. Provide for a means to peacefully resolve disputes concerning the application or interpretation of this contract.

Section 3. Place in written form the agreed-upon "terms and conditions" of employment for the duration of this Agreement.

## ARTICLE II - RECOGNITION

Section 1. The employer recognizes the Association as the exclusive representative, under Minnesota Statutes, Section 179.71, Subd. 3, for all Operations and Maintenance Supervisors in the Buildings and Grounds Department of Independent School District 191, Burnsville, Minnesota, who are employed for more than fourteen (14) hours per week and more than sixty-seven (67) work days per year, excluding confidential employees and all other employees. The unit is made up of supervisory employees as defined in PELRA.

Section 2. In the event the employer and the Association are unable to agree as to the inclusion or exclusion of a present, new or modified job position, the issue shall be submitted to the Bureau of Mediation Services for determination.

## ARTICLE III - DEFINITIONS

Section 1. Terms and conditions of employment shall, hereinafter in the Agreement, mean the hours of employment, the compensation therefore including fringe benefits, and the School District's personnel policies affecting the working conditions of employees, subject to the provisions of PELRA of 1971, as amended, insofar as these conditions are not in conflict with other provisions of this contract.

Section 2. Employee shall, hereinafter in the Agreement, mean personnel included within the appropriate unit established by Article II, Section 1, and covered by this Agreement.

Section 3. School District shall, hereinafter in the Agreement, mean Independent School District 191, or its designated representative.

Section 4. Superintendent shall, hereinafter in the Agreement, mean the Superintendent of Independent School District 191 or a designated representative.

## ARTICLE IV - SCHOOL DISTRICT RIGHTS

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

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

Section 3. Effect of Laws, Rules and Regulations: The Association recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time, as deemed

necessary by the School District, insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. The Association further recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to applicable laws. Any provision of this Agreement found to be in violation of any such laws rules, regulations, directives or order shall be null and void and without force and effect.

## ARTICLE V - ASSOCIATION RIGHTS

Section 1. Dues Deduction: Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the School District an assignment authorizing deduction of the Association membership dues. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck an amount necessary to equal the authorized dues deduction.

Section 2. Right to join: Employees shall have the right to join the Association and the right not to join the Association.

Section 3. Right to views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or a representative of the employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Association.

## ARTICLE VI - COMPENSATION

Section 1. Salary Schedule: Effective July 1, ~~2023~~ 2025, through June 30, ~~2025~~ 2027, and until a successor Agreement is reached, annual salaries will be as follows:

| | 2025-2026 | 2026-2027 |
|---|---|---|
| **Operations Supervisors** | $ 83,010 | $ 85,090 |

Section 2. Longevity: Effective July 1, ~~2019~~ 2025 Operations and Maintenance Supervisors that have completed five (5) years of District service are eligible for a $1,000 stipend. Operations and Maintenance Supervisors that have completed ten (10) years of District service are eligible for a $1,500 stipend. Operations and Maintenance Supervisors that have completed fifteen (15) years of District service are eligible for a ~~$2,000~~ $2,500 stipend. ~~Operations and Maintenance Supervisors that have completed twenty (20) years of District service are eligible for a $2,500 stipend. Stipends do not stack.~~

Section 3. Mileage: Reimbursement, on job-related activities according to District policy, will be paid upon submission of proper forms.

Section 4. Effective July 1, 2019, members of the unit shall receive an annual stipend of $1,000 for a 1st Class Boiler's License or $1,500 for a Chief Boiler's License. Proof of annual registration in the form of an updated registration card issued by the State of Minnesota will be required to receive the additional compensation.

Section 5. Effective July 1, 2013, the B shift supervisor shall receive $1,500 annually prorated according to period of assignment. This amount is above the daily rate of pay and is not included in any other daily rate of pay calculations.

Section 6. Effective July 1, 2026 the district will reimburse employees up to $500 per year for apparel such as safety toe protective footwear and appropriate commercial grade attire. Employees must submit a receipt for reimbursement.

## ARTICLE VII - PAID ABSENCES

Section 1. Sick Leave: All employees shall be credited with thirteen (13) days of sick time on the first workday of each school year. Employees that work less than a full school year shall have sick leave pro-rated. Day shall be defined as the employee's normal workday. Up to 48 hours of accrued sick time shall satisfy sick and safe time required by state statute.

Subd. 1. Earned sick time, which is unused, may be accumulated to a maximum of one hundred five (105) days.

Subd. 2. To protect the health and welfare of students and staff, administration has the responsibility to check absences by employees. When an employee has been absent for three (3) or more consecutive days or following a conference for which directives have been provided been provided to the employee addressing a suspicious pattern of use, a physician's note will be required to verify illness and the ability to return to work. Employees who do not comply will be subject to disciplinary action.

Subd. 3. Employees can use their earned sick time for the employee's mental or physical illness, treatment or preventive care; a family member's mental or physical illness, treatment or preventive care; absence due to domestic abuse, sexual assault or stalking of the employee or a family member; closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.

Subd. 4. Family members are defined as their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent); their spouse or registered domestic partner; their sibling, stepsibling or foster sibling; their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child; their grandchild, foster grandchild or step-grandchild; their grandparent or step-grandparent; a child of a sibling of the employee; a sibling of the parents of the employee; a child-in-law or sibling-in-law; any of the family members listed above of an employee's spouse or registered domestic partner; any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and up to one individual annually designated by the employee.

Subd. 5. The total number of sick time accrued and available for use, as well as the total number of earned sick hours used shall be available to employees via the current online payroll system, i.e. Skyward.

Section 2. Bereavement:

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

Section 3. Personal Business Absence: Full-time employees may be granted a maximum of two (2) normal workdays per year to conduct personal business, which cannot otherwise be performed outside of the normal workday. Such days are cumulative to three (3) days.

Subd. 1. Examples of the use of this absence are court appearance, estate settlements, and funerals not covered by Section 2 of this Article.

Subd. 2. Employees using this absence shall notify the Director of Operations at least twenty-four (24) hours in advance of the absence, except in the event of an emergency.

Section 4. Jury Duty: An employee required to appear for jury duty will be paid the difference between the employee's daily income and jury duty fees, excluding mileage and expenses, for day(s) on which the employee is at the court site. The employee is required to provide a signed attendance form from the court before payment for jury duty.

Subd. 1. Employees selected for jury duty shall notify the Director of Operations as soon a practicable after being notified of their selection.

Subd. 2. Employees shall report for work on the normal workday immediately prior to and the workday immediately following the last day of jury duty.

Subd. 3. Employees shall notify their supervisor when they are available for duty after completing jury duty.

Section 5. Professional Absence: Employees may be allowed to attend professional meetings and other activities of a professional nature with full pay. Wherein employees attend meetings on behalf of the District and upon the instruction of Central Administration, expenses shall be paid by the District. Such authorization should be obtained ahead of time. Wherein Employees attend meetings or visitations, etc., of a professional nature at the expense of the School District, a written report, suitable for publication or distribution among the staff, is expected, so that all may benefit from the professional experience.

Section 6. Injury on Duty.

Subd. 1. Upon request of an employee who is absent from work as a result of a compensable injury as covered under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received by the employee pursuant to the Workers' Compensation Act and the employee's daily income to the extent of the employee's accumulated sick leave.

Subd. 2. Employees not electing to supplement Workers' Compensation benefits by a sick leave deduction shall receive only the Workers' Compensation benefit and shall not be deducted sick leave for the period of absence.

Subd. 3. In no event shall the additional compensation paid to the employee, by virtue of the sick leave deduction, result in the payment of a total daily, weekly or monthly compensation that exceeds the normal income of the employee.

Section 7. Attendance incentive.

An employee who as of July 1 (a) has accumulated leave time in excess of three hundred and sixty (360) hours determined as of June 15th of the same tax year, and (b) has taken one (1) or less leave days in the, current school year shall have sufficient leave days converted at the rate equal to five hundred dollars ($500) which shall be contributed to an active ISD 191 approved 403(b) plan as of September 15th payroll.

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

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

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

Effective July 1, 2015 the conversion rate for leave days shall be one hundred dollars ($100) per day.

## ARTICLE VIII - GROUP INSURANCE

Section 1. Health and Hospitalization

Subd. 1. Single Health and Hospitalization Insurance. The District will contribute an amount equal to 95% of the composite premium for an eligible employee who enrolls in the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby $1,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.

Subd. 2. Dependent Health and Hospitalization Insurance. The District will contribute an amount equal to 80% of the composite premium for an eligible employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby $2,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.

Subd. 3. Both Spouses Employed. If an employee and his/her spouse are both employed by the district full-time and are

enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.

Section 2. Dental:

Subd. 1. The School District shall provide individual dental coverage for each full-time employee who enrolls in the plan. Benefits shall be in accordance with the insurance policy purchased by the School District.

Subd. 2. Dependent coverage shall be available to each employee eligible for single coverage. The cost of dependent coverage shall be paid by the employee via payroll deduction. Employees eligible for dependent coverage must enroll before the inception day or within thirty (30) days of becoming eligible for dependent coverage. Failure to apply for coverage on the inception date or upon becoming eligible shall result in the forfeiting of future rights to dependent coverage.

Section 3. Long-term Disability: During the term of this Agreement, the School District shall contribute the monthly premium cost, on behalf of eligible and enrolled full-time employees of the group income protection plan, adopted by the School District.

Section 4. Life Insurance:

Subd. 1. The School District will provide $50,000 term life insurance for each employee.

Subd. 2. Pursuant to the terms of the policy purchased by the District, unit members will purchase through payroll deduction an additional $100,000 in term life insurance.

Section 5. Duration of Coverage:

Subd. 1. Full-time employees who are employed for a normal work year shall be covered by the insurance programs established by this Article of the period defined as the policy year.

Subd. 2. Upon separation from employment, all School District contributions shall cease as of the employee's last paid work day except as otherwise provided in this agreement.

Section 6. Eligibility: To be eligible to participate in the insurance programs established by this Article, an employee must be scheduled to a normal work week of twenty (20) hours or more.

Section 7. Flexible Benefit Plan: The School District will establish a Flexible Benefit Plan under IRS Code 125. Regulations and procedures will be available in the Human Resources Office. A Board policy and accompanying regulations will be developed and updated annually to comply with IRS Regulations.

Section 8. Tax Sheltered Annuity and Deferred Compensation Plans:

Subd. 1: Tax-sheltered annuities and deferred compensation plans, either variable or fixed, shall be made available to Operation and Maintenance Supervisors. Regulations and procedures are available in the Human Resources Offices. The Board policy and regulations will be updated annually for compliance with State and Federal laws.

Subd. 2. Effect July 1, 2013, the District will match up to $2,250 per year to an approved Minnesota deferred compensation program. The District will authorize up to $2,250 salary reduction per year payable to a Minnesota deferred compensation program. Effective July 1, 2009 all employee and employer contributions to a deferred compensation plan must go into the district approved program. Effect July 1, 2026, the District will match up to $2,500 per year to an approved Minnesota deferred compensation program. Effective July 1, 2009 all employee and employer contributions to a deferred compensation plan must go into the district approved program.

## ARTICLE IX - HOLIDAYS

Section 1. Employees shall receive eleven (11) paid holidays: Labor Day, Thanksgiving and the day following, Christmas Eve Day,

Christmas, New Year's Eve Day, New Year's Day, Memorial Day, Juneteenth, and Independence Day, and one floating holiday to be scheduled consistent with the school calendar and with the approval of the supervisor.

Section 2. If any paid holiday falls during a full-time employee's vacation period, the day shall not be deducted from earned vacation.

Section 3. To be eligible for paid holidays, an employee must be full-time as defined by Article VI, Section 1.

**ARTICLE X - WORK YEAR & VACATION**

Section 1. Effective July 1, 2012, an employee shall accrue vacation days at 2.5 days per month, on the last day of the month, up to a maximum of 25 days' accrual balance.

Section 2. Vacation accrual cannot go negative at the time of vacation. Vacation requests may be submitted in advance assuming sufficient vacation leave is available at the time of vacation.

Section 3. Qualified Vacation Days: Illness sustained while an employee is on a scheduled vacation shall be considered as vacation days. Holidays occurring while an employee is on a scheduled vacation shall be counted as holidays and shall not reduce an employee's accumulated vacation benefits.

Section 4. Termination Vacation Allowance: Employees who have terminated their employment on their own free will and in good standing are entitled to paid vacation days earned.

Section 5. As exempt employees, employees are expected to fulfill job responsibilities for an agreed-upon salary. While exempt employees neither complete time sheets nor are eligible for overtime benefits, exempt employees may independently manage their time in a way that best allows them to fulfill job responsibilities.

**ARTICLE XI - REDUCTION OF THE WORK FORCE**

Section 1. In the event conditions necessitate a reduction of bargaining unit employees, the following procedure will be used: 1) Voluntary separations will be accepted; 2) Seniority shall determine any further reductions. Seniority is defined as continuous employment in any position in the District. An employee may not bump into a higher paying job classification.

Section 2. In the event reduction occurs, and subsequently the force is again enlarged, the last employee laid off will be the first one hired. The rehiring will be the reverse order of the reduction procedure. If any employee refuses an offer to re-employment up to two (2) years after being laid off, the employee will lose any rights to preferential re-employment.

**ARTICLE XII - JUST CAUSE**

Section 1. No member of this unit will be suspended without pay or reduced in rank without just cause.

**ARTICLE XIII - SEVERANCE PAY**

Section 1. Employees who retire from the district shall be eligible to remain in the existing group health and hospitalization insurance programs.

**ARTICLE XIV – LEAVES OF ABSENCE**

Section 1. Employees who have at least ten (10) years of service in the district may request up to a one-year leave of absence. Employees retain their right to return to their former position, provided they return at the designated time. Employees, who fail to return on the designated date, shall be terminated from employment.

**ARTICLE XIV - GRIEVANCE PROCEDURE**

Section 1. A claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this agreement may be processed as a grievance as hereinafter provided.

Section 2. In the event that an employee or the Association believes there is a basis for a grievance, the grievant shall invoke the grievance procedure by submitting a written copy of the grievance to the griever within thirty (30) working days of the occurrence of the grievance. The griever shall meet with the grievant within ten (10) working days of receipt of the written grievance and render a written decision within five (5) working days of the meeting.

Section 3. If the Association or the employee is not satisfied with the disposition of the grievance at Level 1, or if no disposition has been made within Level 1 timeliness, the grievant may submit the grievance within ten (10) working days of the written disposition at Level 1 to the Superintendent. Within ten (10) working days of the receipt of the grievance, the Superintendent or designee shall meet with the grievant and shall respond in writing within fifteen (15) working days of the meeting.

Section 4. If the Association or the employee is not satisfied with the disposition of the grievance at Level II or if no disposition has been made within Level 2 time lines, the Association or the employee may submit the grievance to binding arbitration. Notification of dissatisfaction shall be made in writing to the Superintendent within fifteen (15) working days of the Level 2 decision. PELRA rules shall be followed.

## ARTICLE XV - DURATION

Section 1. This agreement shall become effective as of July 1, ~~2023~~ 2025, unless specified otherwise herein, and shall continue in full force and effect through June 30, ~~2025~~ 2027, and shall renew itself for annual periods thereafter, except as modified or terminated in accordance with the provisions of this Article.

Section 2. Any and all prior contracts, resolutions, practices, policies, rules or regulations inconsistent with the provision of this Agreement are hereby superseded.

Section 3. The Association and the School District mutually acknowledge that during the meet and confer which resulted in this Agreement each had the opportunity to make demands and proposals regarding the terms and conditions of employment for employees covered under this Agreement. All understandings and agreements arrived at by the Association and the School District during their negotiations are fully and completely set forth in this Agreement. The parties may, by mutual agreement, amend this Agreement during its term.

Section 4. Between ninety (90) and one hundred twenty (120) calendar days prior to the expiration of this Agreement, either the School District or the Association may serve written notice to modify or terminate this Agreement. A party which gives notice of a desire to modify this Agreement shall within sixty (60) calendar days set forth proposed modifications sought to the party, as inclusive as possible. Negotiations may commence at any time after written notice of termination or modification has been given.

Section 5. In the event that any provision or provisions of this Agreement is declared to be contrary to law by proper judicial authority from whose finding, determination, or decree have no appeal, such provision shall be null and void and have no force or effect. All other provisions of this Agreement shall continue in full force and effect.

## Minnesota Paid Leave

1. The Minnesota Paid Leave Law (Minnesota Statutes Chapter 268B) creates a statewide Family and Medical Leave insurance program, scheduled to become effective on January 1, 2026. Employees are covered under this new statute. Given that the statute may undergo multiple revisions during its implementation, this language allows all individuals to plan and rely on specific details. The core understanding of this document is that it shall not restrict any mandated employee benefit required by the statute. PFML benefits are defined as monetary payments associated with qualifying events such as bonding, family care, medical care related to pregnancy, serious health conditions, qualifying exigency, or safety leave.

2. **Premium Contribution**
   a. The Employer shall contribute 50% of the premiums to the State, and the employee shall pay the remaining 50% of the premium through wage deduction.

3. **Non-Supplementation of State Benefits**

a. The district has determined it will not designate paid accrued leave (such as sick leave, personal time, or vacation pay) as a supplemental benefit payment.
b. A "Supplemental benefit payment" is defined in the statute as a payment made by an employer, such as salary continuation or paid time off, which is given in addition to any PFML benefits the employee receives under Chapter 268B.
c. An employee retains the ability to use accrued paid time off (like vacation pay or sick leave) in lieu of receiving the state PFML program benefits, provided the employee is concurrently eligible for the leave.

4. **Increments for Intermittent Leave**
   a. The minimum increment of intermittent leave permitted by this agreement is one calendar day. A "calendar day" refers to a fixed 24-hour period.

5. **Relationship to Federal FMLA**
   a. Leave required by the federal Family and Medical Leave Act (FMLA) will, as permitted by law, run concurrently with the new state benefit.

7. Approve Third Party Administrator for Flexible Spending Account (FSA) and Health Reimbursement Arrangement (HRA) 126

**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.

District one91

Future Ready. Community Strong.

**Agenda IV.B.7**
**April 9, 2026**

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

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

**Date:** April 9, 2026

**Re:** Approve Third Party Administrator for Flexible Spending Account (FSA) and Health Reimbursement Arrangement (HRA)

**RECOMMENDATION:** That the Board of Education approves Benefits Extra as the Flexible Spending Account (FSA) and Health Reimbursement Arrangement (HRA) Third Party Administrator to reimburse employee payments for the district's self-funded plans.

A Request for Proposals (RFP) was conducted generating response from five vendors. A review of the proposals was made and the finalists were invited to present to representatives from the Benefits Committee. The unanimous consensus of the team was for Benefits Extras. References were then followed up with other school districts currently using Benefits Extras with favorable feedback.

Annual Third Party Administrator Fee is ~$80,000 for the first two years to process an average of 12,000 claims a year. The transition will begin immediately with full implementation in place by July 1, 2026.

8. Approve, on a First Reading Basis, Changes to Policies: 404: *Employment Background Check*, 406: *Public and Private Personnel Data*, 410: *Family and Medical Leave Policy*, and 701: *Establishment and Adoption of School District Budget* 128

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

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**Agenda IV.B.8**
**April 9, 2026**

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

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

**Date:** March 24, 2026

**Re:** Approve, on a First Reading Basis, Changes to Policies: 404: Employment Background Check, 406: Public and Private Personnel Data, 410: Family and Medical Leave Policy, and 701: Establishment and Adoption of School District Budget

**Recommendation:** That the Board of Education approve, on a first reading basis, changes to Policies: 404: *Employment Background Check*, 406: *Public and Private Personnel Data*, 410: *Family and Medical Leave Policy*, and 701: *Establishment and Adoption of School District Budget*

**Notes:**
The following policies were reviewed during the March 24, 2026 Policy Review Committee meeting and the following changes are recommended at this time:

- 404: MSBA Update - Align policy language with statutory provisions
- 406: MSBA Update – Corrects references in Art. II.H; adds MN statutory revision to Art. V. F.
- 410: MSBA Update – Deletes references to MN parenting laws in light of new MN Laws on paid leave and ESST
- 701: MSBA Update – Revisions in Art. III to align better to statute

*Adopted:* *3/2007* *Burnsville-Eagan-Savage School District Policy 404*
*Reviewed:* ~~*02/26/2026*~~*PRC 3.24.26*
*Revised:* *2/27/2023*
*Rescinds:* *GCDC*

# 404 EMPLOYMENT BACKGROUND CHECKS

## I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment in the school district in order to promote the physical, social, and psychological well-being of its students. To that end, Independent School District 191 will seek a criminal history background check for applicants who receive an offer of employment with the school district and on all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other academic coaching services to the school district, regardless of whether any compensation is paid, or such other background checks as provided by this policy. The school district will also conduct criminal history background checks on all adults who provide after and during school academic assistance to students or who volunteer as chaperones for students on school-sponsored, overnight field trips. The school district may also elect to do background checks of other volunteers, independent contractors, and student employees in the school district.

## II. GENERAL STATEMENT OF POLICY

A. The school district shall require that applicants for school district positions who are ~~receive an~~ offered ~~of~~ employment in the school and all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other academic coaching services to the school district, regardless of whether any compensation is paid, submit to a criminal history background check. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district.

B. The school district specifically reserves any and all rights it may have to conduct background checks regarding current employees, applicants, or service providers without the consent of such individuals.

C. Adherence to this policy by the school district shall in no way limit the school district's right to require additional information, or to use procedures currently in place or other procedures to gain additional background information concerning employees, applicants, volunteers, service providers, independent contractors, and student employees.

## III. PROCEDURES

A. Normally an individual will not commence employment or provide services until the school district receives the results of the criminal history background check. The school district may hire or otherwise allow an individual to provide a service to a school pending completion of a background check under Minnesota Statutes, section 123B.03, subdivision 1 or obtaining notice of a Professional Educator Licensing and Standards Board action under subdivision 1a but shall notify the individual that the individual's employment or other service may be terminated based on the result of the background check or Professional Educator Licensing and Standards Board action. The school district is not liable for failing to hire or for terminating an individual's employment or other service based on the result of a background check or Professional Educator Licensing and Standards Board action.~~The school district may conditionally hire an applicant or allow an individual to provide services pending completion of the background check, but shall notify the individual that the individual's employment or opportunity to provide services may be terminated based on the result of the background check.~~

Background checks will be performed and must include a Minnesota Bureau of Criminal Apprehension (BCA) component. The agency shall conduct the background check by retrieving criminal history data as defined in Minnesota Statutes section 13.87. The school district reserves the right to also have criminal history background checks conducted by other organizations or agencies.

B. For an individual to be eligible for employment, to provide athletic coaching services or other academic coaching services, volunteer academic assistance, or chaperone services to the school district, except for an enrolled student volunteer, the individual must sign a criminal history consent form, which provides permission for the school district to conduct a criminal history background check, and provide a money order or check payable to either the BCA or to the school district, at the election of the school district, in an amount equal to the actual cost to the BCA and the school district of conducting the criminal history background check. The cost of the criminal history background check is the responsibility of the individual, unless the school district decides to pay the costs for a volunteer, an independent contractor, or a student employee. If the individual fails to complete the background check at the time the individual receives a job offer, or permission to provide services, the individual will be considered to have voluntarily withdrawn the application for employment or request to provide services.

C. The school district, in its discretion, may elect not to request a criminal history background check on an individual who holds an initial entrance license issued by the Minnesota Professional Educator Licensing and Standards Board or the ~~Minnesota~~ Commissioner of the Minnesota Department of Education within the 12 months preceding an offer of employment or permission to provide services.

D. The school district may use the results of a criminal background check conducted at the request of another school hiring authority if:

1. the results of the criminal background check are on file with the other school hiring authority or otherwise accessible;

2. the other school hiring authority conducted a criminal background check within the previous 12 months;

3. the individual executes a written consent form giving the school district access to the results of the check; and

4. there is no reason to believe that the individual has committed an act subsequent to the check that would disqualify the individual for employment or provision of services.

E. For all nonstate residents who are offered employment with or the opportunity to provide athletic coaching services or other academic coaching services to the school district, the school district shall request a criminal history background check on such individuals from the superintendent of the BCA and from the government agency performing the same function in the resident state or, if no government entity performs the same function in the resident state, from the Federal Bureau of Investigation. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district. Such individuals must provide an executed criminal history consent form.

F. When required, individuals must provide fingerprints to assist in a criminal history background check. If the fingerprints provided by the individual are unusable, the individual will be required to submit another set of prints.

G. Copies of this policy shall be available in the school district's employment office and will be distributed to applicants for employment and individuals who are offered the opportunity to provide athletic coaching services or other academic coaching services upon request. The need to submit to a criminal history background check may be included with the basic criteria for employment or provision of services in the position posting and position advertisements.

H. The individual will be informed of the results of the criminal background check(s) to the extent required by law.

I. If the criminal history background check precludes employment with, or provision of services to, the school district, the individual will be so advised.

J. The school district may apply these procedures to other volunteers, independent contractors, student employees, student teachers, and administrative interns.

K. At the beginning of each school year or when a student enrolls, the school district will notify parents and guardians about this policy and identify those positions subject to a background check and the extent of the school district's discretion in

requiring a background check. The school district may include this notice in its student handbook, a school policy guide, or other similar communication. A form notice for this purpose is included with this policy.

## IV. CRIMINAL HISTORY CONSENT FORM

A form to obtain consent for a criminal history background check can be obtained from the Human Resource Department.

***Legal References:*** Minn. Stat. § 13.04, Subd. 4 (Rights of Subjects of Data)
Minn. Stat. § 13.87, Subd. 1 (Criminal Justice Data)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. §§ 299C.60-299C.64 (Minnesota Child, Elder, and Individuals with Disabilities Protection Background Check Act)
Minn. Stat. § 364.09(b) (Exception for School Districts)

***Cross References:*** None

*Adopted:* *12/03* *Burnsville-Eagan-Savage School District Policy 406*
*Reviewed:* *PRC 3.24.26~~11/9/2023~~*
*Revised:* *12/14/2023*
*Rescinds:* *GBLA*

## 406 PUBLIC AND PRIVATE PERSONNEL DATA

### I. PURPOSE

The purpose of this policy is to provide guidance to Independent School District 191 employees as to the data the school district collects and maintains regarding its employees, volunteers, independent contractors, and applicants ("personnel").

### II. GENERAL STATEMENT OF POLICY

A. All data on individuals collected, created, received, maintained or disseminated by Independent School District 191, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district.

B. All other data on individuals is private or confidential.

### III. DEFINITIONS

A. "Public" means that the data is available to anyone who requests it.

B. "Private" means the data is not public and is accessible only to the Following: the subject of the data, as limited by any applicable state or federal law; individuals within the school district whose work assignments reasonably require access; entities and agencies as determined by the responsible authority who are authorized by law to gain access to that specific data; and entities or individuals given access by the express written direction of the data subject.

C. "Confidential" means the data are not public and are not accessible to the subject.

D. "Parking space leasing data" means the following government data on an applicant for, or lessee of, a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, location of parking space, and work telephone number.

E. "Personnel data" means government data on individuals collected because they are or were employees, applicants for employment, volunteers or independent contractors for the school district Personnel data includes data submitted by an employee to the school district as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district

operations.

F. "Finalist" means an individual who is selected to be interviewed by the school board for a position.

G. "Protected health information" means individually identifiable health information as defined in 45 Code of Federal Regulations, section. 160.103, that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium by a health care provider, in connection with a transaction covered by 45 Code of Federal Regulations, Parts 160, 162 and 164. "Protected health information" excludes individually identifiable health information in education records covered by the Federal Family Educational Rights and Privacy Act, employment records held by a school district in its role as employer; and records regarding a person who has been deceased for more than fifty (50) years.

H. "Public officials" means business managers; human resource directors; athletic directors whose duties include at least fifty (50) percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; and individuals defined as superintendents and principals ~~and in a charter school, individuals employed in comparable positions.~~ under Minnesota Rules, part 3512.0100.

IV. PUBLIC PERSONNEL DATA

A. The following information on current and former employees, volunteer and independent contractors of the school district is public:

1. name;

2. employee identification number, which may not be the employee's Social Security number;

3. actual gross salary;

4. salary range;

5. terms and conditions of employment relationship;

6. contract fees;

7. actual gross pension;

8. the value and nature of employer-paid fringe benefits;

9. the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;

10. job title;

11. bargaining unit;

12. job description;

13. education and training background;

14. previous work experience;

15. date of first and last employment;

16. the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;

17. the final disposition of any disciplinary action, as defined in Minnesota Statutes, section13.43, subdivision. 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 school district;

18. the complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than $10,000 of public money, and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;

19. work location;

20. work telephone number;

21. badge number;

22. work-related continuing education;

23. honors and awards received;

24. payroll time sheets or other comparable data that are used only 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.

B. The following information on current and former applicants for employment by the school district is public:

1. veteran status;

2. relevant test scores;

3. rank on eligible list;

4. job history;

5. education and training; and

6. work availability;

C. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the school board to be finalists for public employment.

D. Applicants for appointment to a public body.

1. Data about applicants for appointment to a public body collected by the school district as a result of the applicant's application for employment are private data on individuals except that the following are public:

a. name;

b. city of residence, except when the appointment has a residency requirement that requires the entire address to be public;

c. education and training;

d. employment history;

e. volunteer work;

f. awards and honors;

g. prior government service;

h. any data required to be provided or that are voluntarily provided in an application for appointment to a multimember agency pursuant to Minnesota Statutes, section 15.0597; and

i. veteran status.

2. Once an individual is appointed to a public body, the following additional items of data are public:

a. residential address;

b. either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee;

c. first and last dates of service on the public body;

d. the existence and status of any complaints or charges against an appointee; and

e. upon completion of an investigation of a complaint or charge against an appointee, the final investigative report is public, unless access to the data would jeopardize an active investigation.

3. Notwithstanding Pparagraph 2., 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.

E. Regardless of whether there has been a final disposition as defined in Minnesota Statutes. section13.43, subdivision 2 (b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minn. Stat. 13.43, subdivision 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources.

Data relating to a complaint or charge against a public official is public only if:

1. the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or

2. potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement

Data that is classified as private under another law is not made public by this provision.

V. PRIVATE PERSONNEL DATA

A. All other personnel data not listed in ~~Section~~ Article IV are private data will not be otherwise released unless authorized by law.

B. Data pertaining to an employee's dependents is private data on individuals.

C. Data created, collected, or maintained by the school district to administer employee assistance programs are private.

D. Parking space leasing data with regard to data on individuals are private.

E. An individual's checking account number is private when submitted to a government entity.

F Notwithstanding classification by any other provision of Minnesota Statues, chapter 13, upon request from an exclusive representative, ~~Personal~~ personal data must be disseminated to labor organizations to the extent necessary to conduct elections, investigate and process grievances, and implement the provisions of Minnesota Statutes chapters 179 and 179A. Personnel data shall be disseminated to labor organizations and the Bureau of Mediation Services ("BMS") to the extent the dissemination ordered or authorized by the Commissioner of the Bureau of BMS. Employee Social Security numbers are not necessary to implement the provisions of Chapter 179 and 179A.

The home addresses, nonemployer issued phone numbers and email addresses, dates of birth, and emails or other communications between exclusive representatives and their members, prospective members, and nonmembers are private data on individuals.

Dissemination of personnel data to a labor organization pursuant to Minnesota Statutes, section 13.43, subdivision 6, shall not subject the school district to liability under Minnesota Statutes, section 13.08.

Personnel data described under Minnesota Statutes, section 179A.07, subdivision 8, must be disseminated to an exclusive representative under the terms of that subdivision.

G. Independent School District 191 may display a photograph of a current or former employee to prospective witnesses as part of the school district's investigation of any complaint or charge against the employee.

H. Independent School District 191 may, if its responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:

1. The person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;

2. A pre-petition screening team conducting an investigation of the employee under Minnesota Statutes section253.07, subdivision. 1; or

3. A court, law enforcement agency or prosecuting authority.

I. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or

alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of a crime or alleged crime committed by an employee.

J. A complainant has access to a statement provided by the complainant to be school district in connection with a complaint or charge against an employee.

K. When allegations of sexual or other types of harassment are made against an employee, the employee does not have access to data that would identify the complainant or other witnesses if the responsible authority determines that the employee's access to that data would:

1. threaten the personal safety of the complainant or a witness; or

2. subject the complainant or witness to harassment.

If a disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary for the employee to prepare for the proceeding.

L. Independent School District 191 must report to the Minnesota Professional Educator Licensing and Standards Board ("PELSB") or the Board of School Administrators ("BOSA"), whichever has jurisdiction over the teacher's or administrator's license, as required by Minnesota. Statutes. section 122A.20, subdivision. 2, and shall, upon written request from the licensing board having jurisdiction over a license, provide the licensing board with information about the teacher or administrator from the school district's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minnesota. Statutes. Section 122A.20,subdivision. 2.

M. Private personnel data shall be disclosed to the Department of Employment and Economic Development for the purpose of administration of the unemployment insurance program under Minnesota Statutes Ch. 268.

N. When a report of alleged maltreatment of a student in an elementary, middle school, high school is made to the Commissioner of the Minnesota Department of Education ("MDE") under Minnesota Statutes Chapter 260, data that are relevant and collected by the school facility about the person alleged to have committed maltreatment must be provided to the MDE Commissioner ("Commissioner") on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personnel data may be released for purposes of providing information to a parent, legal guardian, or custodian of a child in accordance with MDE Screening Guidelines.

O. The school district shall release to a requesting school district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if

1. an investigation conducted by or on behalf of the school district or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data; or

2. the employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employer informed the employee in writing, before the employee resigned, that if the employee resigns while the complaint or charge is still pending, the employer must release private personnel data about the employee's alleged sexual contact with a student to a school district or charter school requesting the data after the employee applies for employment with that school district or charter school and the data remain classified as provided in Minnesota Statutes Chapter 13.

Data that are released under this paragraph must not include data on the student.

P. Data submitted by an employee to the school district as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or improve the school district operations is private data. An employee who is identified in a suggestion, however, shall have access to all data in the suggestion except the identity of the employee making the suggestion.

Q. Protected health information, as defined in 45 Code of Federal Regulations Parts 160 and 164, on employees is private and will not be disclosed except as permitted or unless otherwise provided by law.

R. Personal home contact information for employees may be used by the school district to ensure that an employee can be reached in the event of an emergency or other disruption affecting continuity of school district operations and may be shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school district or government entity.

S. The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school district and a contractor or subcontractor entered on or after August 1, 2012, are private data. These data must be shared with another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.

T. When a continuing contract teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual offenses involving a child as set forth in Minnesota Statutes, section 122A.40, subdivision 13(b) or when the Commissioner ~~of the MDE~~ makes a final determination of child maltreatment involving a teacher, under Minnesota Statues, section 260E.21, subdivision 4 or 260E.35, the executive director of human

resources or designee must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under Minn. Statutes Section 13.41, subdivision. 5, and must provide the PELSB and the licensing division at MDE with the necessary and relevant information to enable the PELSB and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check required under Minnesota Statutes Section 123B.03, a school board or other school hiring authority must contact the PELSB and MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school district must disseminate to another school district private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

## VI. MULTIPLE CLASSIFICATIONS

If data on individuals is classified as both private and confidential by Minnesota Statutes Ch. 13, or any other state or federal law, the data are private.

## VII. CHANGE IN CLASSIFICATIONS

Independent School District 191 shall change the classification of data in its possession if it is required to do so to comply with either judicial or administrative rules pertaining to the conduct of legal actions or with a specific statue applicable to the data in the possession of the disseminating or receiving agency.

## VIII. RESPONSIBLE AUTHORITY

The school district has designated Stacey Sovine, executive director of administrative services as the authority responsible for personnel data.

The responsible authority, or a school district employee if so designated, shall serve as the school district's data practices compliance official and, as such, shall be the employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

## IX. EMPLOYEE AUTHORIZATION/RELEASE FORM

An employee authorization form is included as an addendum to this policy.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §13.02 (Definitions)
Minn. Stat. § 13.03 (Access to Government Data)

Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. §13.37 (General Nonpublic Data)
Minn. Stat. §13.39 (Civil Investigation Data)
Minn. Stat. § 13.41 (Licensing Data – Public Data)
Minn. Stat. §13.43 (Personnel Data)
Minn. Stat. § 13.601, subd. 3 (Applicants for Employment)
Minn. Stat. § 15.0597 (Appointment to Multimember Agencies)
Minn. Stat. §122A.20, Subd. 2 (Mandatory Reporting)
Minn. Stat. § 122A.40, Subds. 13 and 16 (Employment; Contracts; Termination)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.143, subd. 2 (Disclose Past Buyouts)Minn. Stat. Ch. 179 (Minnesota Labor Relations Act)
Minn. Stat. Ch. 179A (Minnesota Public Labor Relations Act)
Minn. Stat. § 253B.07(Judicial Commitment: Preliminary Procedures)
Minn. Stat. 260F (Reporting of Maltreatment of Minors)
Minn. Stat. Ch. 268 (Unemployment Insurance)
Minn. R. Pt. 1205 (Data Practices)
P.L. 104-191 9HIPAA)
45 C.F.R. Parts 160, 162 and 164 (HIPAA Regulations)

**Cross References:** Policy 206 (Public Participation in School Board Deliberations
Policy 515 (Protection and Privacy of Pupil Records)
Burnsville-Eagan-Savage school District Policy 722 (Public Data Requests)
MSBA Law Bulletin "I" (School Records – Privacy – Access to Data)

*Adopted: 4/2001* *Burnsville-Eagan-Savage School District Policy 410*
*Reviewed: ~~12/11/25~~PRC 3/24/26*
*Revised: 1/8/2026*
*Rescinds: GBEAC*

## 410 FAMILY AND MEDICAL LEAVE POLICY

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

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

### III. DEFINITIONS

A. "Covered active duty" means:

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

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

B. "Covered service member" means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. continuing treatment by a health care provider.

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

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

## IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. ~~Twelve-week Leave under State Law~~

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

~~C.~~ Twenty-six-week Servicemember Family Military Leave

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

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

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

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

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

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

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

## V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

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

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

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

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

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

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

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

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

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

## VI. OTHER

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

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

C. Intermittent leave shall be awarded in 8-hour increments or the maximum hours in a daily shift.

## VII. DISSEMINATION OF POLICY

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

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

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

***Cross References:***

*Adopted:* *2/1991, 8/1996* *Burnsville-Eagan-Savage School District Policy 701*
*Reviewed:* ~~*3/27/2025*~~*PRC 3/24/26*
*Revised:* *4/10/2025*
*Rescinds:* *DBH*

# 701 ESTABLISHMENT AND ADOPTION OF SCHOOL DISTRICT BUDGET

## I. PURPOSE

The purpose of this policy is to establish lines of authority and procedures for the establishment of the school district's revenue and expenditure budgets.

## II. GENERAL STATEMENT OF POLICY

The policy of the school district is to establish its revenue and expenditure budgets in accordance with the applicable provisions of law. Budget planning is an integral and collaborative part of program planning so that the annual budget will effectively express and implement school board goals and align with the school district mission and core values of the school district.

## III. REQUIREMENTS

A. The superintendent or designee shall each year prepare preliminary revenue and expenditure budgets for review by the school board or its designated committee or committees. ~~The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for the school district for the next fiscal year and make such adjustments in the expenditure budget as necessary to carry out the education program within the revenues projected.~~ When projected expenditures exceed projected revenues, the school board may consider use of an available fund balance, if one exists.

B. ~~The school district must maintain separate accounts to identify revenues and expenditures for each building.~~ Expenditures shall be reported in compliance with Minnesota Statutes, section 123B.76.

C. Prior to July 1 of each year, the school board ~~shall~~ must approve and adopt its ~~initial~~ revenue and expenditure budgets for the next school year. The ~~adopted expenditure~~ budget document so adopted must ~~shall~~ be considered ~~the school board's~~ an expenditure authorizing or appropriations document~~authorization for that school year~~. No funds ~~may~~ shall be expended for any purpose in any school year prior to the adoption of the budget document which authorizes that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year.

D. Each year, the school district ~~shall~~ must publish its adopted revenue and expenditure budgets for the current year, the actual revenues, expenditures, and fund balances for the prior year, and the projected fund balances for the current year in the form prescribed by the Commissioner of the Minnesota Department of Education (Commissioner) within one week of the acceptance of the final audit by the school board, or November 30, whichever is earlier. A statement ~~shall~~ must be included in the publication that the complete budget in detail may be inspected by any resident of the school district upon request to the superintendent. ~~A summary of this information and the address of the school district's official website where the information can be found must be published in a newspaper of general circulation in the school district.~~ At the same time as this publication, the school district shall publish the other information required by Minnesota Statutes, section 123B.10.

E. At the public hearing on the adoption of the school district's proposed property tax levy, the school board shall review its current budget and the proposed property taxes payable in the following calendar year.

F. The school district must also post the materials specified in Paragraph III.D. above in a conspicuous place on the school district's official website, including the link to the school district's report card on the Minnesota Department of Education's website, and publish a summary of information and the address of the school district's website where the information can be found in a qualified newspaper of general circulation in the district.

## IV. IMPLEMENTATION

A. The school board places the responsibility for administering the adopted budget with the superintendent. The superintendent may delegate duties related thereto to other school officials, but the superintendent maintains the ultimate responsibility for this function.

B. The program-oriented budgeting system will be supported by a program-oriented accounting structure organized and operated on a fund basis as provided for in Minnesota statutes through the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS).

C. The superintendent or designee is authorized to make payments of claims or salaries authorized by the adopted or amended budget prior to school board approval.

D. The school district shall make such reports to the Commissioner as required relating to initial allocations of revenue, reallocations of revenue, and expenditures of funds.

***Legal References:*** Minn. Stat. § 123B.10 (Publication of Financial Information)
Minn. Stat. § 123B.76 (Expenditures; Reporting)

Minn. Stat. § 123B.77 (Accounting, Budgeting and Reporting Requirements)

***Cross References:*** Burnsville-Eagan-Savage School District Policy 701.1 (Modification of School District Budget)
Burnsville-Eagan-Savage School District Policy 702 (Accounting)

V. Work Session: Insurance Plan Review 157

**Speaker(s):** Stacey Sovine, Executive Director of Administrative Services and George Vander Weit, One Digital Insurance Representative

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

Burnsville · Eagan · Savage

**Agenda V**
**April 9, 2026**

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

**From:** Stacey Sovine, executive director of administrative services and George Vander Weit, One Digital Insurance representative

**Date:** April 9, 2026

**Re:** Work Session: Insurance Plan Review

Burnsville · Eagan · Savage

Believe, Belong, Build and Become.

# Work session: Insurance Plan Review

## April 9, 2026

Stacey Sovine, executive director of administrative services
George Vander Weit, One Digital Insurance Representative.

2025-2026 Medical and Dental Plan Review and 2026-2027 funding recommendations

# Burnsville Eagan Savage School District #191

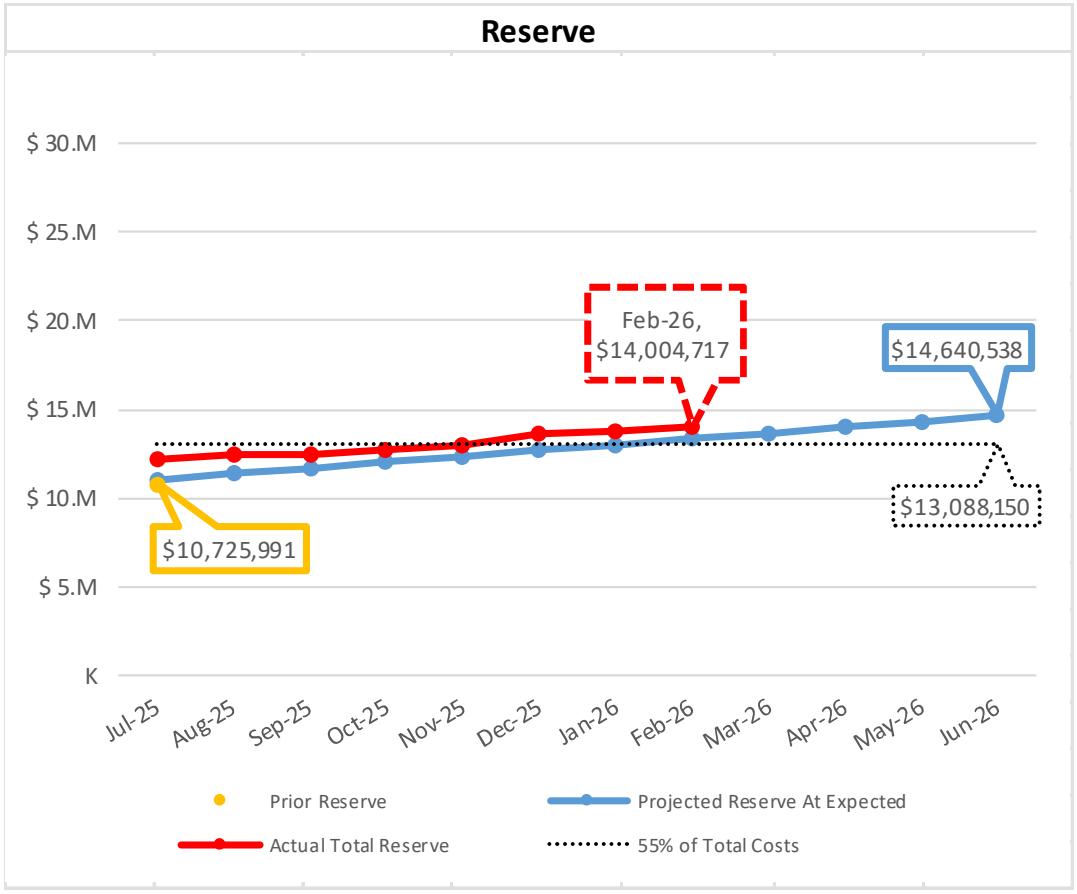
# 2025 – 2026 Self Funding Medical (Through March 2026)

| | Projected | Actual – 3/2026 |
|---|---|---|
| Medical Plan Claims *(Net Stop Loss Violations)* | $23,727,495 | $13,207,456 |
| Fixed Costs | $2,388,214 | $671,941 |
| Total Plan Costs | $25,814,721 | $13,879,397 |
| Internal Funding | $27,947,622 | $17,158,122 |
| Total Running Reserve Estimate | $12,600,369 | $14,004,717 |
| Reserve as % of annual costs | 48.7% | 54.2% |

- Target Reserve: 55% of annual costs

ONEDIGITAL HEALTH AND BENEFITS

# 2025 – 2026 Self Funding Medical: Reserve Estimate




- Prior Reserve represents the estimated reserve position at the end of 6/30/25
- Projected Reserve At Expected is what the reserve projection is given current funding levels had claims been exactly equal to expected medical claim projections
- Actual Total Reserve is our reserve position plan year to date
- Target Reserve is 55% of annual costs

ONEDIGITAL HEALTH AND BENEFITS

# History of Reserve balance

- Net ending position of self funded health plan per District Financial statements:

| Fiscal Ending | Balance | Change in value | Target |
|---|---|---|---|
| June 30 2020 | $9,066,555 | | $8,405,544 |
| June 30 2021 | $8,455,631 | ($610,924) | $8,649,470 |
| June 30 2022 | $7,350,460 | ($1,105,171) | $9,309,463 |
| June 30 2023 | $5,436,051 | ($1,914,409) | $10,907,833 |
| June 30 2024 | $7,636,247 | $2,200,196 | $11,457,917 |
| June 30 2025 | $8,976,873 | $1,340,626 | $12,002,450 |

ONEDIGITAL HEALTH AND BENEFITS

# Health plan observations and funding recommendation for 2026-27

- Pharmacy represents 25% of the health plan spend at $195 PMPM
- Mental health claims continue represent over $1.1 million of spend, up 9%
- 3 high cost claimants with each over $1 million in spend in the past 12 months
- High-cost claimants continue to represent over 18% of spend over the past 3 years. The severity of the claims in number and dollar value over stop loss are improving but this has created higher stop loss premiums over the past few years
- With the continued rising costs of medical and prescription drugs not slowing, the need to adjust rates to cover expenses is what drives the recommendation for an increase to funding of 5%

ONEDIGITAL HEALTH AND BENEFITS

# 2026 – 2027 Self Funding Medical Projection of Costs

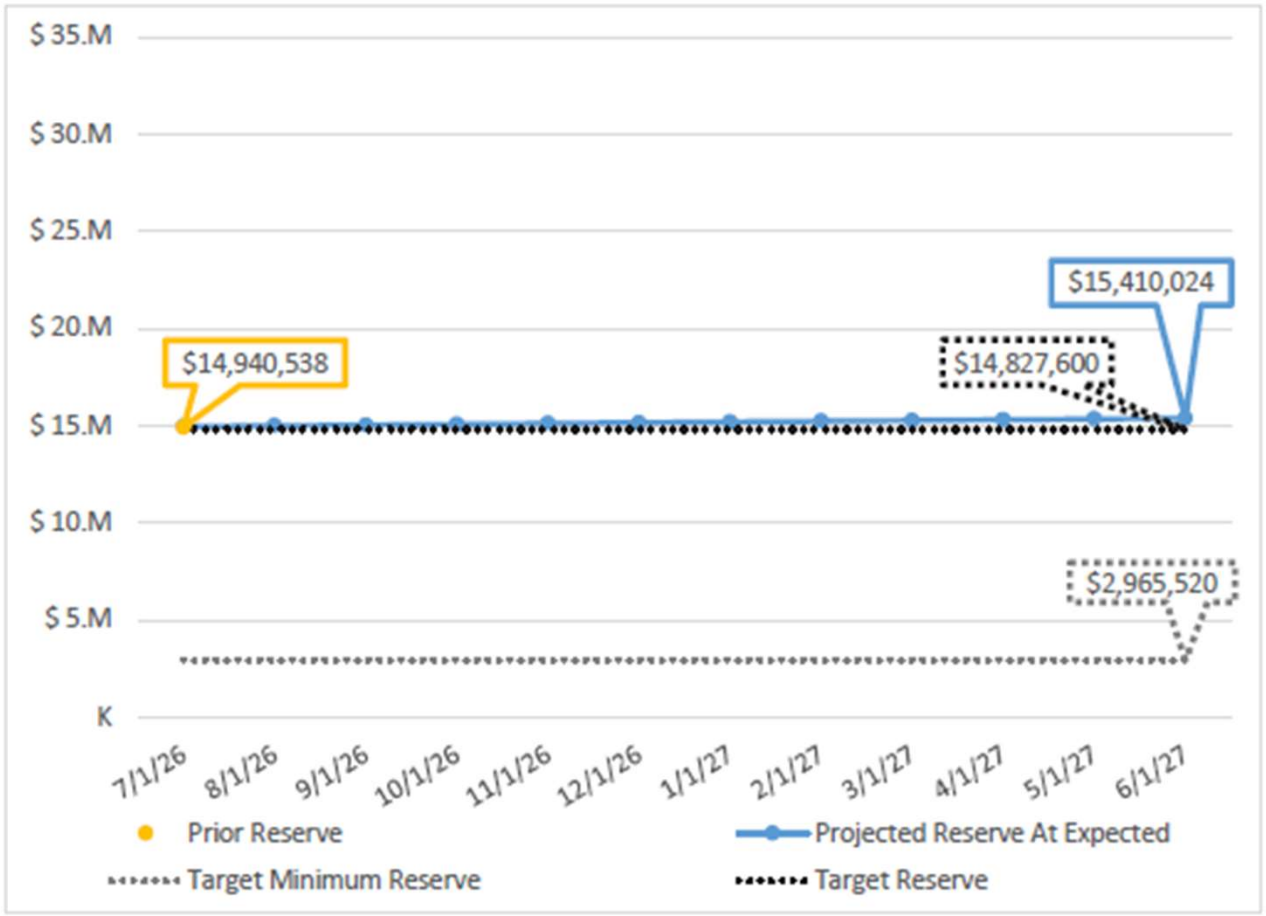
| | Projected |
|---|---|
| Medical Plan Claims *(Net Stop Loss Violations)* | $25,031,467 |
| Fixed Costs *(Less Pharmacy Rebates)* | $1,927,805 |
| Total Plan Costs | $26,959,272 |
| Internal Funding | $27,428,758 |
| Total Running Reserve Estimate | $14,940,538 |
| Reserve as % of annual costs | 55.4% |

- Target Reserve: 55% of annual costs

- BCBS administrative rate will remain at current rate.
- Stop premiums will increase by 17% thanks to the stop loss premium cap
  - Plan has a $250k individual deductible with a 115% aggregate contract
- OneDigital consulting fee is a fixed annual fee of $75,000 and will not be changing

ONEDIGITAL HEALTH AND BENEFITS

# 2026 – 2027 Self Funding Year Medical Projection




- Prior Reserve represents the projected reserve position for claims incurred through 6/30/26 and paid through 12/31/26
- Projected Reserve At Expected is what the reserve projection is given renewal funding levels if claims are exactly equal to expected medical claim projections for plan year 7/1/26 – 6/30/27
- Minimum Reserve is 11% of annual costs
- Target Reserve is 55% of annual costs

ONEDIGITAL HEALTH AND BENEFITS

# 2025 – 2026 Self Funding Dental (Through February 2026)

| | Projected | Actual – 2/2026 |
|---|---|---|
| Dental Plan Claims | $904,489 | $602,993 |
| Fixed Costs | $60,925 | $40,617 |
| Total Plan Costs | $965,415 | $643,610 |
| Internal Funding | $881,339 | $587,559 |
| Total Running Reserve Estimate | $418,088 | $446,113 |
| Reserve as % of annual costs | 43.3% | 46.2% |

- Target Reserve: 25% of annual costs

ONEDIGITAL HEALTH AND BENEFITS

# 2026 – 2027 Self Funding Dental Projection of Costs

| | Projected |
|---|---|
| Dental Plan Claims | $940,492 |
| Fixed Costs | $65,367 |
| Total Plan Costs | $1,005,859 |
| Internal Funding | $925,405 |
| Total Running Reserve Estimate | $337,634 |
| Reserve as % of annual costs | 33.5% |

- Target Reserve: 25% of annual costs
- Delta administrative rate will increase by 5.9%

ONEDIGITAL HEALTH AND BENEFITS

# History of Reserve balance, claims and 2026-27 funding recommendation

- Net position of self funded dental plan per District Financial statements
  - June 30 2020: $449,155
  - June 30 2021: $460,555
  - June 30 2022: $497,197
  - June 30 2023: $525,883
  - June 30 2024: $514,893
  - June 30 2025: $481,786

  - Claims are stabilizing




  - Funding recommendation is to increase rates 5% for 2026-27

ONEDIGITAL HEALTH AND BENEFITS

VI. 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.