

BOARD AGENDA

INDEPENDENT SCHOOL DISTRICT 191

Burnsville High School Senior Campus
Diamondhead Education Center
Regular Meeting
December 2, 2010
6:30 PM

- I. Call to Order
 - A. Welcome
 - B. Pledge of Allegiance
 - C. Public Recognition
 - 1. BHS Robotics Team
- II. Business Meeting
 - A. Approval of Agenda
 - B. Consent Agenda

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. Minutes of November 18, 2010 Joint ISD 191/194 School Boards Meeting, Regular Meeting of the ISD 191 Board of Education and Closed Session 3
 - 2. Human Resources Report 8
 - 3. Donation of \$179.06 from Wells Fargo to support the Literacy Library at Hidden Valley; \$100 from Kristi Scalzo to be used for strings rental at Harriet Bishop; \$100 from Residential Mortgage Group to ISD 191; \$100 from Residential Mortgage Group to Sioux Trail Elementary; and, \$1,000 from the Kopp Family Foundation to the BHS Random Acts of Kindness Scholarship Fund 10
 - 4. Approve the membership of the American Indian Education Advisory Committee 15
 - 5. Cancel the Superintendent Listening Session scheduled for 6:00 p.m. on Thursday, December 16, at the BHS Senior Campus 16
 - 6. Approve amending the Memorandum of Agreement - Intermediate School District 917 to add Bloomington School District #271 as a member district 17
 - 7. Schedule a meeting with new legislators on December 9, 2010 at 7:00 p.m. at the Campus Cup 24
- III. Unfinished Business
- IV. New Business
 - A. Approve, on a first reading basis, revisions to the following Board Policies: Policy KG and KG-R, Community Use of School Facilities; Policy GCDCA, Veterans Preference; Policy JFCF, Hazing Prohibition; and Policy JBD/ACD, Bullying Prohibition (15 minutes) (Clegg) 25

V. Reports

A. Student Advisor

B. Superintendent

C. Board Members

VI. Adjourn

**Special Board Meeting – Minutes
ISD 191 & ISD 194
November 18, 2010**

A special joint meeting between the ISD 191 and ISD 194 school boards was called to order by Chair Currier at 5:35 p.m. at the Burnsville High School Senior Campus in the Diamondhead Education Center.

Call to Order

Present

ISD 191: Directors Banyard, Hill, Luth, Martin, Morrison, Sweep, Chair Currier, Superintendent Clegg

Attendance

ISD 194: Directors Lewis, Peterson, Skelly, Volk, Chair Keliher, Superintendent Amoroso

Absent

ISD 194: Director Erickson

The meeting was facilitated by Dr. Tania Chance, Executive Director of Human Resources (ISD 191) and Barbara Knudsen, Director of Teaching and Learning Services (ISD 194).

Discussion

Following a brief review of the Minnesota Desegregation Rule and Integration Revenue Statute, discussion focused on an overview of existing goals, the need to create a new four-year joint integration plan, and a comprehensive timeline in order to accomplish the task. While the creation of inter-district integration goals and objectives must be a collaborative effort, each district also writes its own individual plans.

The last portion of the meeting included activities that addressed fundamental beliefs about integration, its purpose, and goals.

Moved by Director Volk, seconded by Director Peterson, to adjourn at 7:05 p.m. Motion carried unanimously.

Adjourn

Sandra M. Sweep, Clerk

School Board Minutes
 INDEPENDENT SCHOOL DISTRICT 191
 November 18, 2010

The meeting of the Board of Education was called to order by Chair Currier at 7:30 p.m. at the Burnsville High School Senior Campus in the Diamondhead Education Center.

Call to Order

Members present: Directors Banyard, Hill, Luth, Martin, Morrison, Sweep and Chair Currier. Others in attendance were Superintendent Randall Clegg, Student Advisor Jaeger, administrators and staff.

Attendance

Chair Currier welcomed the audience and asked Director Sweep to lead the Pledge of Allegiance.

Pledge of Allegiance

Moved by Director Martin, seconded by Director Morrison, to approve the agenda. Motion carried unanimously (7,0).

Agenda

Moved by Director Luth, seconded by Director Sweep, to approve the consent agenda as follows:

Consent
 Agenda

- Minutes of November 4, 2010 Board meeting and November 9, 2010 Special Board meeting
- Personnel changes for C. Bjoin, A. Herkenhoff, S. Miley, R. Poythress, J. Sheeran, A. Tofte, M. Chouanard, J. Grueneich, A. Marshalla, E. Klinnert, E. Robb, M. Gallagher, D. Lake, J. Reimers, N. Dziekan, L. Schmeichel, A. Collignon, S. Borka
- Donation of \$65.61 from Qwest One Percent Back to Schools program to District 191; and, \$300 from Tom Marlow to Gideon Pond third grade classrooms and Media Center
- Approve October payroll checks numbered 714884-714995, and Direct Deposit notices numbered 407167-412073, in the net amount of \$3,851,259.14. October and November claims to date represented by checks numbered 402648-403734, 1001704-1001872, 100445-100449 and wire transfers and adjustments totaling \$6,443,742.96. Also, that the Board accepts October receipts of \$16,015,752.73 and investments for General Operations and Alt. Facilities and OPEB of \$17,418,477.71 as of October 31, 2010
- Accept the Budget Analysis for the month ending October 31, 2010
- Approve an extended field trip for the BHS Baseball to Phoenix, AZ March 27 - April 1, 2011
- Approve the extended field trip proposal submitted by Sky Oaks Elementary School for sixth grade students to go to the Eagle Bluff Environmental Learning Center December 15-17, 2010 and that policy requirements prohibiting elementary extended field trips be waived

Human
 Resources

Donations

Payroll Claims
 & Receipts

Budget
 Analysis
 Extended Field
 Trips – BHS/
 Sky Oaks

– Schedule a Closed Session during the regularly scheduled Board meeting on November 18, 2010 at the Burnsville High School Senior Campus for the discussion of private student data
Chair Currier made special mention of donations to the District. Motion carried unanimously (7,0).

Schedule
Closed
Session

Moved by Director Morrison, seconded by Director Martin, to approve establishing Rahn Elementary School as a Magnet School with an Arts and Technology Learning Theme. Motion carried unanimously (7,0).

Arts &
Technology
Magnet

Moved by Director Sweep, seconded by Director Morrison, to approve continuation of schematic design to proceed with Phase I of BHS renovation project as proposed under approved Review and Comment. Motion carried unanimously (7,0).

Phase I of
BHS
Renovation

Moved by Director Martin, seconded by Director Luth, to approve the Resolution Authorizing Issuance and Sale of General Obligation Alternative Facilities Bonds, Series 2011A. Motion carried unanimously (7,0).

Authorizing
Issuance/Sale
of Bonds

Moved by Director Sweep, seconded by Director Hill, to approve the audit report for fiscal year 2010 as prepared and presented by the School District's auditor, LarsonAllen LLP. Motion carried unanimously (7,0).

Audit Report

Moved by Director Morrison, seconded by Director Martin, to approve the Memorandum of Understanding between ISD 191 Board of Education and Burnsville Education Association to allow Early Retirement Incentive for eligible teachers. Motion carried unanimously (7,0).

Early
Retirement
Incentive MOU

Board members recessed to Closed Session at 9:36 p.m. and reconvened at 10:06 p.m.

Moved by Director Hill, seconded by Director Morrison, to waive the full reading of the text and adopt the Resolution expelling a district Student from November 18, 2010 through June 9, 2011, the end of the 2010-2011 school year. Motion carried unanimously (7,0).

Recess/
Reconvene

Full text of the above Resolution is available for public inspection at the Superintendent's Office located in the Administrative Services Center.

Moved by Director Sweep, seconded by Director Luth, to adjourn at 10:09 p.m. Motion carried unanimously (7,0).

Adjourn

Sandra M. Sweep, Clerk

**Closed Session Notes
INDEPENDENT SCHOOL DISTRICT 191
November 18, 2010**

The School Board Closed Session was called to order by Chair Currier at 9:40 p.m. at the Burnsville High School Senior Campus in the Diamondhead Education Center.

Call to Order

Members present: Directors Banyard, Hill, Luth, Martin, Morrison, Sweep and Chair Currier

Attendance

Others in Attendance:
Randy Clegg, Superintendent

The following item(s) were discussed:

Agenda

- Private student data

The Closed Session adjourned at 10:05 p.m.

Adjourn

Sandra M. Sweep, Clerk

**Burnsville-Eagan-Savage Public Schools
Independent School District 191
Human Resources Office**

TO: Members, Board of Education
Randall Clegg, Superintendent

FROM: Tania Z. Chance, Ph.D., Executive Director Human Resources

DATE: December 2, 2010

RE: Recommended Personnel Changes

**Certified
Appointment**

Anne Arakawa

*New-Teacher, Instructional Interventionist,
MWS/Neill, 1.0 FTE, effective 11/18/10

Liv Garcia

-Replacement-Teacher, Resource, Neill, .6 FTE,
effective 11/23/10

Change in Assignment

Sandra Mathys

*Assignment increases with the addition of .5 FTE
Intervention Teacher, Byrne, effective 11/15/10

Leave of Absence

Carmen Cook

-CE Coordinator, requests to extend her parental leave of
absence, working 24 hours per week, effective 11/22/10
to 8/27/11

Joanna Jordan

-Speech Language Pathologist, ECSE, requests a 1.0
FTE maternity/parental leave of absence, for a period of
12 weeks, effective approx. 1/20/11, to be followed by a
.5 FTE parental leave of absence, for the remainder of
2010/11 and 2011/12 school years

Kimberly Vitullo

*Teacher, ELL, requests a 1.0 FTE maternity leave of
absence, for a period of 6-8 weeks, effective approx.
1/23/11

Resignation

Jessica Havel

*Teacher, effective 11/23/10

Michelle Shanley

*Teacher, effective 11/22/10

Stacy Schumacher

*Teacher, effective 12/2/10

**Classified
Appointment**

James Ashley

-New-MEA, Jr. Fest Program, MJH, 6.5 hrs/day,
effective 11/15/10

*added to original report
Burnsville-Eagan-Savage #191
Board Meeting – 12/02/2010

Change in Assignment

Polly MacDonald

*Assignment changes to MEA, 3.5 hrs/day at ECSE and 3.5 hrs/day at Neill, effective 11/22/10

Recall from Termination

Jann Adrian

*MEA, BEST, 7 hrs/day, effective 11/29/10

Community Education

Resignation

Virginia Borg

*Program Assistant, DEC, effective 11/24/10

*added to original report
Burnsville-Eagan-Savage #191
Board Meeting – 12/02/2010

To: Randy Clegg, Superintendent of Schools

Agenda Item II.B.3
December 2, 2010

From: Jon Bonneville, Principal

Date: November 22, 2010

RE: Match Donation from Wells Fargo

It is my recommendation that the School Board of Independent School District #191 accept this donation in the amount of \$179.06 as Wells Fargo Community Support Campaign match donation fund.

We will be using these funds to support the Literacy Library at Hidden Valley.

Wells Fargo Foundation
Educational Matching Gift Program
P.O. Box 2157
Princeton, NJ 08543-1257

Memorandum

To: Dr. Randy Clegg

II.B.3

CC: Rose Herrmann (Code 01-491-258-000-096-201)

From: Rob Nelson

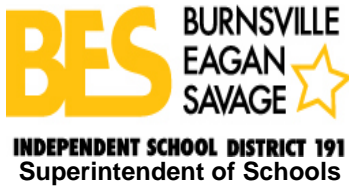
Date: 11/23/2010

Re: Donation

I am pleased to inform you that Harriet Bishop Elementary School has received a donation in the amount of \$100.00 from Kristi Scalzo. This is money donated to Harriet Bishop to be used for strings rental.

I recommend that the School Board accept this donation from Kristi Scalzo.

/jh



TO: Members, Board of Education II.B.3
December 2, 2010

FROM: Randy Clegg, Superintendent

DATE: November 30, 2010

RE: Donation

Recommendation: That the Board of Education accept a donation of \$100 from Residential Mortgage Group.

RMG has a charitable donation initiative program called “Refer a friend. Build your community.” Their clients, Jonathan and Kelsey Bengtson, selected ISD 191 to receive \$100 in conjunction with their closing.

We appreciate their generosity and value their support of our students in District 191.



II.B.3

TO: Dr. Randy Clegg
FROM: Dave Helke
DATE: November 29, 2010
RE: Donation

Please accept the donation of \$1,000 to the BHS Random Acts of Kindness Scholarship Fund from the Kopp Family Foundation.

**Kopp Family Foundation
Attention Lindsey Lang
8400 Normandale Lake Blvd.
Suite 1450
Bloomington, MN 55437**

TO: Board of Education II.B.3
Dr. Randall Clegg, Superintendent

FROM: Taber Akin, Principal – Sioux Trail School

DATE: November 24, 2010

RE: Donation

Sioux Trail received the following donation from RMG "Refer a friend. Build your community." on behalf of a new family in the neighborhood, Julie & Richard Moore. See the attached donation letter.

I request that the following donation be accepted by our district for Sioux Trail Elementary School:

RMG-Alerus \$ 100.00

TO: Members, Board of Education
Dr. Randall Clegg, Superintendent

Agenda II.B.4
December 2, 2010

FROM: Patrick J. Flynn

DATE: November 23, 2010

RE: American Indian Parent Advisory Committee Membership 2010-2011

Recommendation: That the School Board approve the membership of the American Indian Parent Advisory Committee.

State law and School Board policy require the establishment of an American Indian Parent Advisory Committee. The administrative liaison to the American Indian Parent Advisory Committee is Arlana Omaha, a parent in the school district. I am recommending the following individuals for membership on the American Indian Parent Advisory Committee:

Angie Caisse	Parent
Patrick J. Flynn	Integration & Equity Consultant
Christopher Freed	Parent
Tabatha Mowrer	Parent
Dawn Murray	Parent
Arlana Omaha	Administrative Liaison, Parent
Barbara Omaha-Chartland	Parent
Janice Porter	Principal, Burnsville Alternative High School
Pamela Romero	Parent
Margaret Senogles	Parent
Lee Tourtillott	Parent



TO: Members, Board of Education Agenda Item II.B.5
December 2, 2010

FROM: Randy Clegg, Superintendent

DATE: November 24, 2010

RE: Cancel Superintendent Listening Session

Recommendation: That the Board of Education cancel the Superintendent Listening Session scheduled for 6:00 p.m. on Thursday, December 16, 2010 at the Burnsville High School Senior Campus.



TO: Members, Board of Education Agenda Item II.B.6
December 2, 2010

FROM: Randy Clegg, Superintendent

DATE: November 24, 2010

RE: Memorandum of Agreement – Intermediate School District 917

Recommendation: That the Board of Education to approve amending the Memorandum of Agreement – Intermediate School District 917 to add Bloomington School District #271 as a member district.

The Bloomington School District #271 has submitted a board approved resolution requesting membership in Intermediate School District 917. The school board of Intermediate School District 917 approved at their November 9, 2010, meeting a resolution to Amend the Memorandum of Agreement to add Bloomington as a member district and update Section 8 to include reference to Minnesota Statutes 136D.81 and 136D.93.

The addition of Bloomington as a member district would bring several positive outcomes. The increased opportunity to provide itinerant services brings additional economy of scale in the cost to maintain full time employees providing the specialized services. The estimated number of center based program students provides more opportunity to assure we have as many classrooms as possible at the maximum MDE rule ratios. The addition of another member also spreads our fixed costs funded with the Health and Safety Levy, Safe Schools Levy, and Lease Levy over a larger tax base. The larger tax base will reduce the levies for all current member districts.

The net tax capacity for FY 10 of the current member districts was \$305,917,586. Bloomington's net tax capacity in FY 10 was \$125,975,281. By adding Bloomington as a member, the net tax capacity would be approximately \$430,975,281. Bloomington would become 29% of the overall intermediate district tax capacity. If Bloomington had been a member in FY 10, they would have contributed \$212,467 in levy revenue without adding to the costs supported by the levies.

Attached to this memo is the amended Memorandum of Agreement for the board to consider for approval. Also attached are statutes 136D.81 and 136D.93 that are referenced in the change to Section 8.

2009 Minnesota Statutes

136D.81 DAKOTA AND GOODHUE COUNTY DISTRICTS, JOINT TECHNICAL COLLEGE.

Subdivision 1. **Agreements.** Two or more of the Special School District Numbered 6 and the Independent School Districts Numbered 191, 192, 194, 195, 196, 197, 199, 200, 252, and 256, located wholly or partly in the counties of Dakota or Goodhue, whether or not contiguous, may enter into agreements to accomplish jointly and cooperatively the acquisition, betterment, construction, maintenance, and operation of technical colleges. Each school district which becomes a party to such an agreement is hereinafter referred to as a "participating school district." The agreement may provide for the exercise of such powers by the school board of one of the school districts on behalf of and for the benefit of other school districts, or by a joint school board created as set forth in sections 136D.81 to 136D.92. If the powers are to be carried out by one of the school districts, it shall in doing so have the same powers and duties and be subject to the same limitations as are herein provided for joint school boards.

Subd. 2. [Repealed, 1995 c 212 art 3 s 60]

History: 1969 c 1060 s 1; 1975 c 271 s 6; 1984 c 463 art 7 s 53 *subd 1*; 1987 c 258 s 12; 1988 c 718 art 7 s 54; 1989 c 246 s 2

136D.93 OTHER MEMBERSHIP AND POWERS.

In addition to the districts listed in sections 136D.21, 136D.71, and 136D.81, the agreement of an intermediate school district established under this chapter may provide for the membership of other school districts and cities, counties, and other governmental units as defined in section 471.59. In addition to the powers listed in sections 136D.25, 136D.73, and 136D.84, an intermediate school board may provide the services defined in section 123A.21, subdivisions 7 and 8.

History:

1Sp1995 c 3 art 9 s 37; 1998 c 397 art 11 s 3

**MEMORANDUM OF AGREEMENT
INTERMEDIATE SCHOOL DISTRICT NO. 917**

This Memorandum of Agreement was entered into on the dates indicated herein below by and between the following Independent School Districts: Special School District #6, Inver Grove Heights #199, West St. Paul/Mendota Heights/Eagan #197, Randolph #195, Lakeville #194, Farmington #192, Burnsville #191, and Hastings #200, **and Bloomington #271** (said parties hereinafter generally referred to as “members”) and Intermediate School District 917 (“District” or “service provider”).

WITNESSETH THAT:

WHEREAS, the members are organized for the purpose of providing public school education, and

WHEREAS, each of the members is interested in cooperating with other members in the delivery of educational services and in receiving services from the District; and

WHEREAS, the members are eligible to organize a joint school board pursuant to Minnesota Statutes § 136D.81 et seq., and Minnesota Statutes § 471.59 for such purposes; and

WHEREAS, the members first agreed to cooperate and organize a joint school board in 1970; and

WHEREAS, the members have jointly and cooperatively organized a school district referred to as Intermediate District 917 pursuant to the broad authority contained in Minnesota Statutes § 136D.81 et seq. and other applicable statutes; and

WHEREAS, the members have jointly and cooperatively organized a school board referred to as the Board of Intermediate District 917 pursuant to the broad authority contained in Minnesota Statutes § 471.59 and other applicable statutes; and

WHEREAS, the member districts wish to renew their commitment to cooperate in the context of current law and practice and to continue to receive services through the District:

NOW, THEREFORE, each of the parties to this Memorandum certifies to and agrees with the other parties as follows:

1. Purpose of Agreement. To continue to jointly and cooperatively deliver educational services through Intermediate District 917 for the benefit of the member districts and students.
2. Authority of Members. Each member signatory to this Memorandum has been duly authorized by its school board to execute this agreement and has complied with Minnesota Statutes § 136D.85 and 136D.93.
3. Member Representatives. Each member shall have one representative on the Board who shall be appointed by the school board of such member and shall serve

for three years. On or before June 15 of each succeeding year in which its representative's term shall expire, a member district shall appoint one representative to serve for a three-year term. Each such representative shall be a voter in the school district by which he or she is appointed.

4. Board Powers. The Board has the following rights, powers, and privileges, in accordance with applicable laws, rules and regulations:
 - A. At the Board's annual meeting, the Board will review the Memorandum of Agreement and will elect a chair, a vice-chair, a clerk, and a treasurer who shall serve until the next annual meeting of the Board.
 - B. To adopt bylaws concerning the following: powers and duties of the Board, the date of the annual meeting of the Board, special meetings of the Board, duties of the officers, voting procedures, quorums, filling of vacancies in the position of representative and such other matters of organization, form and procedure which the Board may deem necessary.
 - C. To exercise all of those rights, powers and privileges conferred by statute on the individual members and the Intermediate District.
 - D. To function as an entity separate and apart from any of the members in furtherance of their joint interests and intentions.
 - E. To fulfill the District's mission to serve as the best resource of specialized services to ensure that each member district can meet the unique learning needs of its students.
 - F. Any and all of the powers, duties and functions described herein above may be performed by any committee pursuant to the bylaws of the Board or by specific resolution of the Board.
5. Tuition. Tuition and fees will be charged for services received from the District in accordance with applicable statutes.
6. Liability. Neither members nor member representatives shall have individual liability for the debts and obligations of the District. Member and member representative liability is determined by law.
7. Withdrawal by any Member. Any member may withdraw from the District and cause its representative to cease to function in such capacity upon written notice given to the Clerk of the Board before February 1 of any year, such notice to be accompanied by a certified copy of an appropriate resolution of the school board of such member authorizing and directing such withdrawal of the member from the Intermediate District. Any such withdrawal by a member shall be effective June 30 of the following fiscal year.

8. Additional Members. Any independent school district **as defined in Minnesota Statutes 136D.81 and 136D.93**, not signatory hereto, may become a member of the District hereafter upon adoption of a resolution of its school board authorizing such school district to become a member, upon compliance with the requirements of law and upon complying with and executing this Agreement and any amendments thereto. A certified copy of such resolution shall be furnished to the Clerk of the Board, whereupon such school district shall be deemed to be a member of the Intermediate District.
9. Title. The District shall take title in its name to all property acquired by it.
10. Amendment of Agreement. This Agreement may be amended by a written instrument executed by the member districts who are members of the District at the time of the amendment. The proposed amendment shall be recommended by a member and notice of the proposed amendment and copy thereof shall be sent by mail to each member of the Board not less than sixty (60) days before the proposed effective date of such amendment, which date shall be stated in the amendment. If such amendment is not acceptable to any member, such member's written objections shall be sent to the Clerk of the Board at least 30 days in advance of the proposed effective date of the amendment. The proposed amendment shall not become effective until it has been approved and executed by not less than two-thirds of all member districts.
11. Dissolution of Intermediate District. The District shall continue in existence until two-thirds of its members agree upon dissolution at an annual meeting or special meeting called for the purpose of considering dissolution.
12. Distribution of Assets upon Dissolution. Upon dissolution of the District, any assets remaining after payment or reservation for debts and liabilities shall be divided among all members of the District as a majority of the members of the Board at the time of dissolution may determine in their discretion. To the extent possible all assets of the District shall be converted to cash prior to dissolution.
13. Severability Clause. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with state or federal law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the remaining provisions shall remain in full force and effect.
14. Effective Date. This Agreement shall become effective on July 1, 2011.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the dates appearing herein below:

Dated: _____ **INTERMEDIATE SCHOOL DISTRICT 917**
By _____
Chair
And _____
Clerk

Dated: _____ **INDEPENDENT SCHOOL DISTRICT 200**
By _____
Chair
And _____
Clerk

Dated: _____ **SPECIAL SCHOOL DISTRICT 6**
By _____
Chair
And _____
Clerk

Dated: _____ **INDEPENDENT SCHOOL DISTRICT 199**
By _____
Chair
And _____
Clerk

Dated: _____ **INDEPENDENT SCHOOL DISTRICT 197**
By _____
Chair
And _____
Clerk

Dated: _____ **INDEPENDENT SCHOOL DISTRICT 195**
By _____
Chair
And _____
Clerk

Dated: _____

INDEPENDENT SCHOOL DISTRICT 194

By _____
Chair

And _____
Clerk

Dated: _____

INDEPENDENT SCHOOL DISTRICT 192

By _____
Chair

And _____
Clerk

Dated: _____

INDEPENDENT SCHOOL DISTRICT 191

By _____
Chair

And _____
Clerk

Dated: _____

INDEPENDENT SCHOOL DISTRICT 271

By _____
Chair

And _____
Clerk



TO: Members, Board of Education Agenda Item II.B.7
December 2, 2010

FROM: Randy Clegg, Superintendent

DATE: November 30, 2010

RE: Meet with New Legislators

Recommendation: That the Board of Education schedule a meeting with new legislators on Thursday, December 9, 2010 at 7:00 p.m. at the *Campus Cup* located in the upper level of the BHS Senior Campus at 200 W. Burnsville Parkway, Burnsville.

TO: Members, Board of Education Agenda Item IV.A
December 2, 2010
FROM: Randy Clegg, Superintendent
DATE: November 24, 2010
RE: Policy Revisions

Recommendation: That the Board of Education approve, on a first reading basis, revisions to the following Board Policies: Policy KG and KG-R, *Community Use of School Facilities*; Policy GCDCA, *Veterans Preference*; Policy JFCF, *Hazing Prohibition*; and, Policy JBD/ACD, *Bullying Prohibition*.

Policy KG and KG-R have been updated following an extensive review by the Board Policy Committee. No changes were made to Policy KG. The administrative regulations were expanded to include a fee reduction schedule for non-school groups making a combined application for the use of 2,000 hours or more of district facility time within any one fiscal year.

Revisions to the remainder of the above policies were made to bring us into compliance with recent changes to state law, update statutory references and update associated language.

The policies have been reviewed by the Policy Review Committee and they support the proposed revisions.

Descriptor Term: **Community Use of School Facilities**

Descriptor Code: **KG**

Issued Date: **4/02**

Reviewed Date:

Revised Date: ~~6/09~~ 11/18/10

Rescinds:

Rental of School Facilities

Community groups shall be permitted and encouraged to use school facilities for worthwhile purposes when such uses will not interfere or compete with District programs. All arrangements shall be subject to established procedures.

The Director of Community Education is authorized to approve and schedule the use of school facilities by non-school organizations in accordance with the procedures.

Descriptor Term: **Community Use of School Facilities**

Descriptor Code: **KG-R**

Issued Date: **4/02**

Reviewed Date:

Revised Date: ~~6/09~~ 11/18/10

Rescinds:

Community Use of School Facilities and Equipment

The Director of Community Education is authorized to approve and schedule the use of school facilities by non-school groups in accordance with approved regulations.

Purpose

Regulations are intended to accomplish the purpose of permitting and encouraging full use of school facilities by the general public without decreasing the use of such facilities as needed for the school programs.

Applications

Applications for use of school facilities should be submitted to the Community Education Office not more than five months nor less than two weeks prior to the anticipated use.

A building use permit will be issued when the application is approved.

Facility users must carry a copy of their rental permit with them when occupying district facilities.

For class III and IV uses, a permit-processing fee of \$20 per permit shall be charged regardless of the number of uses listed on the permit. An additional \$10 charge may be assessed if there are significant changes after a permit has been issued.

Time of occupancy shall begin and terminate as stated on the user's building permit. Any use beyond that originally scheduled will be billed at the applicable rate.

Each permit holder shall be responsible for the cost of their own custodial/maintenance time. Costs incurred for custodial time beyond regularly scheduled shifts or if additional custodial staff is required due to numbers of participants or work required beyond the regularly scheduled staff is needed, will be charged to individual groups

The permit shall include the name of the person responsible for the activity and the name of the person who will supervise the activity.

Access to the facility will not be allowed until the supervisor designated on the permit is present to assume responsibility.

After the application has been approved and signed by School District authorities and a representative of the organization, it becomes a contract with the applicant or organization, and they may not sublet or transfer their rights or privileges to any individual, group or organization.

Descriptor Term: **Community Use of Facilities**

Descriptor Code: **KG-R**

Issued Date: **4/02**

Reviewed Date:

Revised Date: ~~6/09~~ 11/18/10

Rescinds:

Any organization using school facilities shall be expected to have an internal mechanism for managing the use of facilities and for resolving internal disputes concerning use of facilities.

All charges will be billed by the Office of Community Education. The Director of Community Education may require advance payment of a security deposit.

Cancellations

In the event that a Class I or a Class II activity must preempt a scheduled activity of an organization in a class with a lower priority, notice of such action will normally be received by the Office of Community Education at least seven days before the date in question so that the supervisor of the original activity can be given reasonable notification.

A charge will be made according to the Fee Schedule for any scheduled activity unless seven days advance notice of cancellation is received by the Community Education Office.

The Board of Education retains the right to cancel or preempt any activity at its discretion.

When buildings are closed due to bad weather or other emergencies, activities scheduled during the day or immediately after school are also cancelled. Evening activities may be held if there is significant improvement in the emergency situation. Notice of evening activity cancellations will be broadcast over radio station WCCO-AM (830), the district's website and other local media outlets.

Conduct

Only those facilities specified on the building permit may be used. Organizations receiving permission to use school facilities are responsible for the conduct of both participants and spectators. Adequate provision must be made to handle anticipated crowds. Large tournaments/events may require on-site, police security at the discretion of the Director of Community Education. The cost for this service will be charged to the user group.

Users of school facilities must leave the facility in the condition they find it. Any expense incurred by the District as a result of activities may be charged against the user.

Supervision of Pools

A Red Cross certified lifeguard must be on duty during the pool rental period. Lifeguards can be hired through Community Education at the current hourly rate. Community groups renting the pool may provide their own Red Cross certified lifeguard, subject to approval by the Community Education Department.

Descriptor Term: **Community Use of Facilities**

Descriptor Code: **KG-R**

Issued Date: **4/02**

Reviewed Date:

Revised Date: ~~6/09~~ 11/18/10

Rescinds:

Limitations of Use

The Board reserves the final right to deny the use of school facilities when the Board deems it necessary in the public interest.

No group which limits membership or attendance at its activities on the basis of race, color or gender shall be allowed to use school buildings or grounds.

There shall be no use of tobacco products on school property. Alcoholic beverages or liquor shall not be permitted on school property at any time.

Community groups using District sports facilities shall show evidence of insurance for activity participants.

The District is not responsible for the loss of personal items.

The applicant and/or organization agrees to assume all responsibility for damage or liability of any kind and further agrees to hold harmless the School District from any expenses or cost in connection with the use of the school facilities under this agreement. Applicants may be required to furnish a certificate of insurance to guarantee the conditions of this agreement or any liability incurred by it.

No firearms shall be brought on school property with the exception of those in the possession of legally authorized officials and those utilized in an authorized firearms safety program.

Groups using the schools will not be allowed to store materials or equipment in the schools.

The use of school supplies and equipment such as classroom materials, physical education equipment, musical instruments and audio visual equipment is generally not permitted. Exceptions will be made only with advance approval and permission must be noted on the building permit.

Use of School District facilities on school holidays or weekends is at the discretion of the District, and is permitted only when a District employee is willing to work for the event. Such assignment shall be voluntary on the part of the employee. Permit holders shall be advised of this provision to ensure that there is no misunderstanding about the availability of buildings particularly during holiday periods.

School District policy prohibits all forms of sexual harassment and sexual violence. All organizations using school facilities are expected to have similar policies; however, the School District policy also applies to anyone using school facilities. Specifically, sexual harassment consists of unwelcome sexual advances, request for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature. Individuals who believe they have been the victims of sexual harassment or sexual violence should report the alleged acts immediately to the Human Rights Officer of their organization or the Human Rights Officer of the School District. A complete copy of the School District policy is available in the Office of Human Resources or the Office of Community Education.

Descriptor Term: **Community Use of Facilities**

Descriptor Code: **KG-R**

Issued Date: **4/02**

Reviewed Date:

Revised Date: ~~6/09~~ 11/18/10

Rescinds:

Fee Classifications and Priorities for Scheduling of Facilities

The term "priority" as used in this regulation is intended to mean first consideration for access to facilities rather than exclusive use at the expense of all groups' assigned lower priority.

The Director of Community Education shall present an annual report to the Board of Education summarizing the use of gymnasiums during the period October through March by each class of users.

Class I - Priority I

School and school related activities, such as athletic contests, musical events, and school productions.

To facilitate planning on the part of other users of school facilities, building principals will schedule school and school related activities for the full year by June 1. Principals may modify the schedule for the second half of the school year by December 1.

Class II - Priority 2

Activities sponsored by Community Education or school organizations such as parent-teacher groups, athletic and band booster groups.

No fee shall be charged for the use of school facilities by Class II groups when buildings are attended by District employees in the performance of their duties except as stated for kitchen use on the fee schedule. Class II groups which use school facilities when a District employee is not on regular duty shall be assessed the appropriate staff costs.

Class IIIA - Priority 3

Organized youth groups when holding regular meetings or activities on school days during after-school hours, (until 6:00 p.m.).

No fee shall be charged for the use of school facilities by Class III A groups when buildings are attended by District employees in the performance of their duties except as stated for kitchen use on the fee schedule.

(Note: School facilities are generally reserved for District sponsored activities such as professional staff meetings, co-curricular, and Community Education child care and enrichment programs until 6 p.m. although community groups such as Scout troops will be accommodated as space permits.)

Descriptor Term: **Community Use of Facilities**

Descriptor Code: **KG-R**

Issued Date: **4/02**

Reviewed Date:

Revised Date: ~~6/09~~ 11/18/10

Rescinds:

Class IIIB - Priority 3

Community individuals or non-profit groups composed primarily of District 191 residents and organized to promote civic, education, charitable or recreational activities for youth.

Among Class IIIB groups, the District recognizes the important role of the Burnsville Athletic Club (BAC) in providing recreational and athletic opportunities for the community youth who reside within the boundaries of District 191. Therefore, the District will treat the BAC as its primary partner among this class of users in scheduling the use of recreational and athletic facilities for youth.

Class IIIB groups shall pay user fees according to the fee schedule.

When buildings are required to be opened on Saturday, Sunday or other times when a District employee is not on duty, building fees shall be charged according to the fee schedule and, in addition, staff hours will be charged at the current rate. Overtime hours also will be charged at the current rate.

Class IIIC - Priority 4

Community individuals or non-profit groups composed primarily of District 191 residents and organized to promote civic, educational, charitable or recreational activities for adults. It includes colleges, universities, trade schools and other institutions of higher learning.

Class IIIC groups shall pay user fees according to the fee schedule.

When buildings are required to be opened on Saturday, Sunday or other times when a District employee is not on duty, building fees shall be charged according to the fee schedule and, in addition, staff hours will be charged at the current rate. Overtime hours also will be charged at the current rate.

Priority within each sub-class shall be given to the organizations and/or activities which are open to the greater number of persons within that sub-class as opposed to specialized organizations and activities.

Class IV A - Priority 5

Church groups using facilities for services or religious education.

When buildings are attended by a District employee, fees shall be charged according to the fee schedule. Any additional assistance required shall be charged at the current rate.

When buildings are required to be opened on Saturday, Sunday, or other times when a District employee is not on duty, building fees shall be charged according to the fee schedule and, in addition, staff hours will be charged at the current rate. Overtime hours also will be charged at the current rate.

Descriptor Term: **Community Use of Facilities**

Descriptor Code: **KG-R**

Issued Date: **4/02**

Reviewed Date:

Revised Date: ~~6/09~~ 11/18/10

Rescinds:

Class IV B - Priority 5

Governmental units conducting regular business.

When buildings are attended by a District employee, there shall be no charge for the use of school facilities.

When buildings are required to be opened on Saturday, Sunday or other times when a District employee is not on duty, staff hours will be charged at the current rate. Overtime hours also will be charged at the current rate.

Class IV C - Priority 5

Students meeting under the Equal Access Act.

When buildings are attended by a District employee, there shall be no charge for the use of school facilities.

When buildings are required to be open on Saturday, Sunday or other times when a District employee is not on duty, staff hours will be charged at the current rate. Overtime hours also will be charged at the current rate.

Meetings held under the provisions of the Equal Access Act must adhere to the following guidelines:

- The meeting is voluntary and student initiated;
- There is no sponsorship by the school or its agents;
- Presence of school employees shall be in a non-participatory role;
- The meeting does not interfere with the conduct of education activities;
- Non-school persons may not direct, conduct, control or regularly attend.

Class V - Priority 6

Individuals, private agencies, companies or vendors that use facilities for commercial purposes or profit.

When buildings are attended by a District employee, fees shall be charged according to the fee schedule. Any additional assistance required shall be charged at the current rate.

When buildings are required to be opened on Saturday, Sunday, or other times when a District employee is not on duty, building fees shall be charged according to the fee schedule and, in addition, staff hours will be charged at the current rate. Overtime hours also will be charged at the current rate.

Descriptor Term: **Community Use of Facilities**

Descriptor Code: **KG-R**

Issued Date: **4/02**

Reviewed Date:

Revised Date: ~~6/09~~ **11/18/10**

Rescinds:

FEE SCHEDULE (rate per hour)

Elementary Facility	Class IIIB	Class IIIC, Class IVA	Class V
Classroom	\$ 10.00	\$20.00	\$ 40.00
Music/Art Room	\$ 10.00	\$30.00	\$ 60.00
Media Center**	\$ 12.00	\$60.00	\$120.00
Cafeteria	\$ 12.00	\$60.00	\$120.00
Gymnasium	\$ 12.00	\$75.00	\$150.00

Secondary Facility	Class IIIB	Class IIIC, Class IVA	Class V
Classroom	\$ 10.00	\$30.00	\$ 40.00
Music/Art Room	\$ 10.00	\$30.00	\$ 60.00
Lecture Room	\$ 15.00	\$35.00	\$ 70.00
Media Center**	\$ 15.00	\$60.00	\$120.00
Cafeteria	\$ 15.00	\$60.00	\$120.00
Gymnasium	\$ 15.00	\$75.00	\$150.00
H.S. Gymnasium	\$20.00	\$75.00	\$150.00
	per court	per court	per court
Auxilliary Gym	\$12.00	\$60.00	\$120.00
Lockerrooms	\$15.00	\$75.00	\$150.00
Grass Practice Football Field	\$25.00	\$50.00	\$ 75.00
Pates Stadium (field only)	\$80.00	\$100.0	\$150.00
Pates Stadium** (field, bleachers, press box, lights)	\$150.00	\$180.00	\$280.00
Tennis Courts (4)	\$12.00	\$75.00	\$150.00
Swimming Pool **	\$15.00	\$90.00	\$180.00
Mraz Center**	\$15.00	\$90.00	\$180.00
Diamondhead Education Center			
Computer Lab**	\$15.00	\$30.00	\$60.00

** additional costs may be charged for custodial, technical staff, supervision, lifeguards or other district personnel as necessary for the individual event.

Wrestling gyms are not available for public use.

Descriptor Term: **Community Use of Facilities**

Descriptor Code: **KG-R**

Issued Date: **4/02**

Reviewed Date:

Revised Date: ~~6/09~~ 11/18/10

Rescinds:

Other Fees and Considerations

Tennis Court fees are for large groups which plan regular use of courts. Individuals may play without prior approval as long as they do not interfere with scheduled activities.

Use of kitchens requires the presence of a District Food Services employee to supervise. This employee's regular rate of pay will be charged against the user. If additional personnel are needed, their pay will also be charged to the user.

If snow removal is required beyond that regularly scheduled by the District, the cost will be charged to the user.

Class III groups involved in lengthy use of the Mraz Center will be charged a maximum of \$1200 (at \$15.00 per hour) plus the costs of all personnel required by the Performance Center Manager for the proper use of the facility.

Class III groups selling concessions or charging admission to an event will be subject to a Class V hourly rate for a maximum of \$600.00 per day.

The Community Education Department will coordinate community use of baseball, soccer, and football fields.

Recreational leagues may reserve fields for an entire season. Adult leagues will pay \$75.00 per field per season and youth leagues will pay \$30 per field per season. Teams and individuals may use fields during unscheduled times without prior approval, as long as they do not interfere with scheduled activities.

Any non-school group making a combined application for the use of 2,000 hours or more of district facility time within any one fiscal year may be eligible for a reduction in the hourly fees charged if the following conditions are met:

1. A combined facility use application of 2,000 hours or more is submitted and a facility use schedule is completed within a two week period.
2. The total facility use fee (excluding fees for custodial services, technical staff or facility monitors) is paid in a single lump sum or in equal installments not to exceed three quarters or nine months.
3. No reimbursements will be given for any facility scheduled as part of the combined application but unused.

If the preceding conditions are met, the following fee reduction schedule will apply:

- An organization scheduling 2,000 to 2,499 hours of facility use time will receive a 10 percent reduction in the applicable hourly fee schedule.
- An organization scheduling 2,500 to 2,999 hours of facility use time will receive a 12 percent reduction in the applicable hourly fee schedule.
- An organization scheduling 3,000 or more hours of facility use time will receive a 15 percent reduction in the applicable hourly fee schedule.

Descriptor Term: **Veteran's Preference**

Descriptor Code: **GCDCA**

Issued Date: **7/01**

Reviewed Date:

Revised Date: 11/18/10

Rescinds:

I. PURPOSE

The purpose of this policy is to comply with the Minnesota Veterans Preference Act (VPA) which provides law mandating 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. It is Independent School District 191's policy to comply with ~~Minnesota law~~ the VPA regarding veteran's preference rights and the mandating of 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 and in writing. This paragraph does not apply to the position of teacher.

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

1. There shall be added to the competitive open examination rating of a non disabled veteran, who so elects, a credit of five points provided that the veteran obtained a passing rating on the examination without the addition of the credit points.

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

3. There shall be added to the competitive promotional examination rating of a disabled veteran, who so elects, a credit of five points 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.C. ~~Eligibility for veteran's preference and definition of veteran will be pursuant to applicable law.~~

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, including teaching positions, whenever possible. 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 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:

MSBA/MASA Model Policy 401 (Equal Employment Opportunity

Descriptor Term: **Hazing Prohibition**

Descriptor Code: **JFCF**

Issued Date: **2/08**

Reviewed Date:

Revised Date: **11/18/10**

Rescinds:

I. PURPOSE

The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited at all times.

II. DEFINITIONS

A. "Hazing" means committing an act ~~toward someone~~ against a student or coercing ~~them~~ a student to engage in an act that is ~~demeaning, humiliating, or~~ creates a substantial risk of harm to a person ~~or property~~ in the context of initiating in order for the that person to be initiated into or affiliated with ~~into~~ a student group, organization, or for any other purpose. The term hazing includes, but is not limited to:

1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking or placing a harmful substance on the body.
2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product or any other food, liquid, or substance that ~~subjects~~ the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
4. Any activity that ~~subjects a student to embarrassment, shame or intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame or humiliation, that adversely affects the dignity or mental health of the student,~~ or discourages the student from remaining in school.
5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.

- B. "Student groups" includes schools, school sponsored groups, clubs or organizations having students as their primary members or participants. It includes grade levels, classes, teams, activities or particular school events.

III. GENERAL STATEMENT OF POLICY

- A. No student, teacher, administrator, volunteer, contractor or other employee of the school district shall plan, direct, encourage, aid or engage in hazing.
- B. No teacher, administrator, volunteer, contractor or other employee of the school district shall permit, condone or tolerate hazing.
- ~~C~~E. Apparent permission, ~~cooperation~~, or consent by a person being hazed does not lessen the prohibitions contained in this policy, ~~and will not influence the action taken by the District. See V.C.~~
- D. ~~Any student present at an incident where a student is hazed may receive disciplinary consequences as outlined in this policy. This includes observers, willing victims, and those who transport students as well as those aggressively hazing other students. This policy applies to behavior on or off school property and during and after school hours.~~
- ~~E~~G. Any student person who engages in an act that violates ~~district hazing school~~ policy or law in order to be initiated into or affiliated with a student ~~into an organization or group~~ shall be subject to discipline for that act. ~~See V.C.~~
- F. ~~Because of the impact which student hazing has on the educational environment, this policy applies to year-around behavior that occurs at school during school sponsored activities, outside the school day, in the community and/or in other communities.~~
- ~~F~~G. The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor or other employee of the school district who is found to have violated this policy.

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the victim of hazing or any person with knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to an appropriate school district official designated by this policy.
- B. The building principal, ~~assistant principal, and/or other designated staff can receive~~ the principal's designee, or the building supervisor (hereinafter the building report taker) is the person responsible for receiving reports of hazing at the building level. ~~In lieu of reporting student hazing to a building administrator or designee,~~ Any person may report hazing directly to a school district human rights officer (Executive Director of Human Resources) or to the Superintendent of Schools. If the

complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

- C. Teachers, administrators, volunteers, contractors and other employees of the school district shall be particularly alert to possible situations, circumstances or events, which might include hazing. Any such person who receives a report of, observes, or has other knowledge or belief of conduct, which may constitute hazing, must inform the building ~~principal~~ report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute hazing in a timely manner may be subject to disciplinary action.
- D. Submission of a good faith complaint or report of hazing will not affect the complainant or reporter's future employment, grades or work assignments.
- E. Reports of hazing are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

V. SCHOOL DISTRICT ACTION

- A. Upon receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials and/or a third party designated by the school district.
- B. The school district may take immediate steps, at its discretion, to protect the complainant, reporter, students, or others pending completion of an investigation of hazing.
- C. Upon completion of the investigation, the school district will take appropriate action. Such action may include, but is not limited to:
 - warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge.
 - Notification of parents/guardians
 - Participation in remediation activities
 - Five day out of school suspension
 - Transfer to another educational setting
 - Exclusion or expulsion
 - Suspension from student activities or sports for a minimum of two weeks or two competitive contests, whichever is greater
 - Referral to local law enforcement agency for investigation and possible criminal prosecution.
 - Exclusion from major school activities such as Homecoming Activities, Prom, Senior Banquet, and/or graduation ceremony.

Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements, applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act, school district policies and regulations.

D. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students involved in a hazing incident and the remedial action taken, to the extent permitted by law, based on a confirmed report.

VI. REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor or other employee of the school district who retaliates against any person who makes a good faith report of alleged hazing or against any person who testifies, assists, or participates in an investigation, or against any person who testifies, assists or participates in a proceeding or hearing relating to such hazing. Retaliation includes, but is not limited to, any form of intimidation, reprisal, ~~or harassment,~~ or intentional disparate treatment.

VII. DISSEMINATION OF POLICY

A. This policy shall appear in each school's student handbook; in each school's ~~B~~uilding and ~~S~~taff handbooks; and in the Independent School District 191 Staff Handbook.

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

~~Legal References: Minn. Stat. § 127.465 (Hazing Policy)
Minn. Stat. § 127.26 to 127.39 (Pupil Fair Dismissal Act)~~

Legal References: Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. § 121A.0695 (School Board Policy; Prohibiting Intimidation and Bullying)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 525 (Violence Prevention [Applicable to Students and Staff])

Descriptor Term: **Bullying Prohibition**
Descriptor Code: **JBD/ACD**
Issued Date: **3/06**
Reviewed Date:
Revised Date: ~~9/07~~11/18/10
Rescinds:

Bullying Prohibition Policy

I. Purpose

Independent School District 191 is committed to fostering and maintaining a safe and civil educational environment in which all members of the school community are treated with dignity and respect. The School District prohibits bullying, harassment, and any other attempts to victimize others.

The School District cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, the District intends to prevent bullying and to take action to investigate, respond, remediate, and discipline those acts of bullying which have not been successfully prevented.

The purpose of this policy is to assist the School District in its goal of preventing and responding to acts of bullying, intimidation, ~~retaliation~~ violence, and other similar disruptive behaviors.

II. Definitions

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

- A. "Bullying" means any written or verbal expression, physical act or gesture, or pattern thereof, by a student that is intended to cause or is perceived as causing distress to a student or a group of students and which substantially interferes with another student's educational benefits opportunities, or performance. Bullying includes, but is not limited to; conduct by a student against ~~a person~~ another student or group of students that a reasonable person under the circumstances knows or should know has the effect of:
1. harming a ~~person~~ student or a group of students;
 2. damaging a ~~person's~~ student's or a group of students' property;
 3. placing a ~~person~~ student or a group of students in reasonable fear of harm ~~to his or her person or property; and/or~~
 4. creating a hostile ~~work or~~ educational environment for a student or a group of students; or
 5. intimidating a student or a group of students.
- B. "Immediately" means as soon as possible but in no event longer than 24 hours.

- C.B. "On School District property or at school-related functions" means all school district buildings, school grounds, and school property, school bus stops, school busses, school vehicles, school-contracted vehicles, or any other vehicles approved for School District purposes, the area of entrance to or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the School District does not represent that it will provide supervision or assume liability at these locations and events.

III. Policy Statement

- A. ~~Bullying that impacts the educational process and/or environment is prohibited.~~ An act of bullying, by either an individual student or a group of students, is expressly prohibited on school district property or at school-related functions. This policy applies not only to ~~people~~ students who directly engage in an act of bullying but ~~may also include people~~ to students who, by their indirect behavior, condone or support another person's student's act of bullying. This policy applies to any students, employees, parents, vendors, volunteers and other visitors to the School District whose conduct at any time or in any place constitutes bullying that interferes with or obstructs the mission or operations of the School District or the safety or welfare of the students, other students, or District employees. The use or misuse of technology, including but not limited to, teasing, intimidating, defaming, threatening, or terrorizing another student, teacher, administrator, volunteer, contractor or other employee of the school district by sending or posting e-mail messages, instant messages, text messages, digital pictures or images, or website postings, including blogs, may also constitute an act of bullying regardless of whether such acts are committed on or off school district property and/or with or without the use of school district resources.
- ~~B. No student, teacher, administrator, volunteer, contractor or other employee of the School District shall plan, direct, encourage, aid or engage in bullying.~~
- B.G. No student, teacher, administrator, volunteer, contractor or other employee of the School District shall permit, condone, or tolerate bullying.
- ~~C.D.~~ Apparent permission or consent by a person being bullied does not lessen the prohibitions contained in this policy.
- D.E. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E.F. False accusations or reports of bullying are prohibited.
- FG. A person who engages in an act of bullying, reprisal, or false reporting of bullying, or who permits, condones, or tolerates bullying shall be subject to discipline for that act ~~or inaction~~ in accordance with the School District's policies and procedures. The School District may take the following factors into account when determining the appropriate response to bullying:

1. the developmental and maturity levels of the parties involved;
2. the level of harm, surrounding circumstances, and nature of the behavior;
3. past incidences, or past or continuing patterns of behavior;
4. the relationship between the parties involved; and
5. the context in which the alleged incidents occurred.

Consequences for students who ~~violate this policy~~ commit prohibited acts of bullying may range from positive behavioral interventions up to and including suspension and/or expulsion. Consequences for employees who permit, condone, or tolerate bullying and/or who permit, condone or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying ~~is~~ may result in disciplinary action up to and including termination or discharge. Consequences for other individuals ~~in violation of this policy~~ engaging in prohibited acts of bullying may include, but ~~are~~ not limited to, exclusion from school district property and events and/or termination of services or contracts.

- G.H. The School District will act to investigate all complaints of bullying and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the School District who is found to have violated this policy.

IV. Reporting Procedures

- A. Any person who believes he or she has been the victim of bullying, or any third person with knowledge or belief of conduct which may constitute bullying should report the alleged acts immediately to ~~a trusted adult~~. An appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district's ability to take action against an alleged perpetrator based solely on an anonymous report may be limited.

~~Any employee who receives such a report must then report the alleged acts immediately to a School District official as designated by this policy.~~

In each school building:

The building administrator or designee shall receive oral or written reports of bullying at the building level. If the complaint involves the building administrator or designee, the complaint shall be filed directly with the building principal or the Assistant Superintendent.

- B. The school district encourages the reporting party or complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well.
- C. The building principal, the principal's designee, or the building supervisor (hereinafter building report taker) is the person responsible for receiving reports of bullying at the building level. Any person may report bullying directly to a

school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

Districtwide:

- D. A teacher, school administrator, volunteer, contractor, or other ~~District~~ school employee shall be particularly alert to possible situations, circumstances, or events that might ~~involve~~ include bullying. Any such person, who receives a report of, observes or has other knowledge or belief of conduct that may constitute bullying shall inform the building ~~principal or administrative designee~~ report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying in a timely manner may be subject to disciplinary action.
- E. Reports of bullying are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- F. Submission of a good faith complaint or report of bullying will not affect the complainant's or reporter's future employment, grades, or work assignments, or educational or work environment.
- G. The School District will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the School District's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

V. ~~School District Action/Intervention~~

~~The School District will take the action it deems necessary and appropriate in cases in which students, district employees, volunteers, contractors, or other visitors to the School District are determined to have violated this policy.~~

~~In the case of students, such action may include, but is not limited to, any or all of the following to punish bullying and/or retaliation and prevent its recurrence:~~

- ~~• assignments designed to increase awareness and sensitivity to the issue of bullying;~~
- ~~• administrative (administrator or designee) conference with student(s) or parent(s) and student(s);~~
- ~~• referral to outside agency;~~
- ~~• referral to law enforcement officials;~~
- ~~• assignment to an alternative educational program;~~
- ~~• detention, removal from class, dismissal, suspension, expulsion;~~
- ~~• compliance with penalties recommended by the Minnesota State High School League.~~

~~In the case of employees, such action may include, but is not limited to, any or all of the following to punish bullying and/or retaliation and prevent its recurrence:~~

- ~~• oral reprimand;~~
- ~~• written reprimand;~~
- ~~• suspension without pay;~~
- ~~• termination.~~

In the case of community members, such action may include, but is not limited to, any or all of the following to punish bullying and/or retaliation and prevent its recurrence:

- ~~• discontinuation of communication;~~
- ~~• verbal notification;~~
- ~~• written notification;~~
- ~~• restriction of privileges.~~

V. SCHOOL DISTRICT ACTION

- A. Upon receipt of a complaint or report of bullying, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.
- B. The school district may take immediate steps, at its discretion, to protect the complainant, reporter, students, or others pending completion of an investigation of bullying, consistent with applicable law.
- C. Upon completion of the investigation, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; school district policies; and regulations.
- D. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students involved in a bullying incident and the remedial action taken, to the extent permitted by law, based on a confirmed report.

VI. Reprisal

The School District will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor or other employee of the School District who retaliates against any person who makes a good faith report of alleged bullying ~~any victim of alleged bullying~~, or against any person who testifies, assists or participates in ~~any manner in an investigation~~, or against any person who testifies, assists, or participates in a proceeding or hearing relating to a such bullying. ~~complaint~~. Retaliation includes, but is not limited to, any form of intimidation, harassment, or intentional disparate treatment.

VII. Training and Education

- A. The school district annually will provide information and any applicable training to school district staff regarding this policy.
- B. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying.
- C. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the victim, and to make resources or referrals to resources available to victims of bullying.
- D. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking and resourcefulness.

VIII. Cross Reference

~~If the alleged behavior is determined to be harassment, policy and regulation ACA/JBA Violence/ Harassment will be followed.~~

VIII.~~IX~~. Notice

The School District will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student, ~~parent and staff~~ handbooks.

Legal References: Minn. Stat. §120B.232 (Character Development Education)
~~Minn. Stat. §121A.0695~~ Minn. Stat. §121A.03 (Sexual, Religious and Racial Harassment & Violence)
Minn. Stat. § 121A.0695 (School Board Policy; Prohibiting Intimidation and Bullying)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)

Cross References: ACA/JBA (Violence/Harassment)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 423 (Employee-Student Relationships)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)