

BOARD AGENDA

INDEPENDENT SCHOOL DISTRICT 191

Burnsville High School Senior Campus
Diamondhead Education Center
Regular Meeting
January 8, 2015
6:30 PM

(6:00 PM Board Listening Session with Director Bob VandenBoom and Dr. DeeDee Currier)

- I. Call to Order
 - A. Welcome Public
 - B. Pledge of Allegiance
- II. Annual Organization of the Board of Education
 - A. Election of Chair 3
 - B. Election of Vice Chair
 - C. Election of Clerk
 - D. Election of Treasurer
 - E. Salaries of Board Members
 - F. Regular Meeting of the Board
 - G. Authorization of Electronic (telephone) Fund Transfers 9
 - H. Authorization for Use of Facsimile Signatures
 - I. Designation of Official Depositories
 - J. Appointment to Committees 17
- III. 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. Meeting Minutes of board meetings held on December 18, 2014 20
 - 2. Human Resources 23
 - 3. Donations 24
 - 4. Report on Absentee Ballot Board 29
 - 5. Adopt a Resolution Delegating Absentee Ballot Board Responsibilities 30
 - 6. Approve, on a second reading basis, Board Policies 516, 521, 522 and 532 33
Presenter: Joe Gothard, Superintendent
 - 7. Approve Scheduling a Board Retreat on Friday, March 6, 2015, 8:00 AM to 4:00 PM at the Oak Ridge Conference Center (One Oak Ridge Drive, Chaska, MN) 50
- IV. New Business
 - A. Receive a Report on Vision One91 51

Presenter: Joe Gothard, Superintendent

B. Approve Contract for Transportation Routing Services through June 30, 2017 52

Presenter: Lisa Rider, Executive Director of Business Services

Time: 5 Minutes

V. Reports

A. Student Representative

B. Superintendent

C. Board Members

VI. Adjourn

**BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT 191**

TO: Members, Board of Education

**FROM: Joe Gothard, Superintendent
Lisa K. Rider, Executive Director of Business Services**

DATE: January 8, 2015

RE: Annual Organization of the Board of Education

Recommendation: That the School Board adopts the resolutions shown below to accomplish organization of the Board of Education for 2015.

The items listed below must be addressed by the school board at its organizational meeting on January 8, 2015.

In order of rank, the previous year's officers are responsible for calling the organizational meeting to order. This individual, or someone elected as temporary chair, should preside until a new chair is elected.

Prior to the election of officers, the board should determine the method to be used in selecting its new officers. A recommended method is that of majority vote on the candidate or candidates nominated for each position. School board policy 202 provides further direction with respect to selection of officers and officer's responsibilities. Policy 202 – "School Board Officers" is attached to this recommendation.

The annual organization of the school board occurs in January to conform with the terms of office for school board members. Some matters of school board organization are more readily conducted on a fiscal year basis and will be presented in July.

The items that follow pertain to ISD 191 Board organization for 2015.

A. Election of Chair

Annotation: The chair presides at all school board meetings and works with the superintendent on calling board meetings and establishing meeting agendas. At times the chair is called upon to serve in a ceremonial capacity as the ranking elected representative of the school district. The chair countersigns all checks drawn by the treasurer.

Recommendation: Moved by Director _____, seconded by Director _____, that Director _____ be nominated and elected chair of the board for 2015.

(It is recommended that the newly elected chair assume the chair and conduct the balance of the meeting.)

B. Election of Vice-Chair

Annotation: The board created the vice-chair position in 1989 for the purpose of easing the ever-increasing workload of the chair. The vice-chair serves as chair when the chairperson is absent, assists with board operations and plans the annual evaluation of the Superintendent.

Recommendation: Moved by Director _____, seconded by Director _____, that Director _____ be nominated and elected vice-chair of the board for 2015.

C. Election of Clerk

Annotation: The clerk presides at board meetings in the absence of the chair and vice-chair, and from a legal standpoint, is responsible for board minutes, signing board approved contracts and calling school board elections. The clerk also countersigns all district checks. The routine duties of the clerk are performed by the superintendent's office and business office.

Recommendation: Moved by Director _____, seconded by Director _____, that Director _____ be nominated and elected clerk of the board for 2015.

D. Election of Treasurer

Annotation: The treasurer is legally responsible for the deposit and withdrawal of all district funds and reporting same to the school board. Checks drawn on school district accounts are signed by the treasurer. The routine duties of the treasurer are performed by the business office.

Recommendation: Moved by Director _____, seconded by Director _____, that Director _____ be nominated and elected treasurer of the board for 2015.

E. Salaries of Board Members

Annotation: Salaries of school board members are set annually. In January 2008, the salaries were set at \$500 per month for each director plus an additional stipend of \$50 for the chair in recognition of increased expenses associated with that office.

Recommendation: That salaries of board members be set at \$500 per month and that the chair receives an additional \$50 per month in recognition of additional duties and expenses associated with the position.

F. Regular Meetings of the Board

Annotation: Regular meetings of the school board will be held on the second and fourth Thursdays of the month. During November and December 2015, the board

will meet on the first and third Thursdays. The June meetings are scheduled to facilitate budget adoption and to eliminate the need for meetings in July. All regular meetings will be held at Diamondhead Education Center Senior Campus Commons.

Recommendation: That all regular meetings of the ISD Board of Education commence at 6:30 p.m. on the dates noted below with meetings conducted at the Diamondhead Education Center Senior Campus Commons and cable cast.

January 22, 2015	November 19, 2015*
February 12, 2015	December 3, 2015*
February 26, 2015	December 17, 2015*
March 12, 2015	January 14, 2016
April 9, 2015	January 28, 2016
April 23, 2015	February 11, 2016
May 14, 2015	February 25, 2016
May 28, 2015	March 10, 2016
June 11, 2015	March 24, 2016
June 25, 2015	April 14, 2016
August 13, 2015	April 28, 2016
August 27, 2015	May 12, 2016
September 10, 2015	May 26, 2016
September 24, 2015	June 9, 2016
October 8, 2015	June 23, 2016
October 22, 2015	August 11, 2016
November 5, 2015*	August 25, 2016

The following items pertain to calendar year 2015. They are of a routine nature and although board action is required, discussion is usually unnecessary. I recommend approval of all resolutions as a single consent agenda. In the event a board member wishes to discuss any item, it should be removed from the list so that it may receive individual attention.

G. Authorization for Electronic (telephone) Fund Transfers

Annotation: The telephone transfer of funds between approved depositories is important to the efficient management of school district deposits. Board authorization is requested to allow the business manager to enter into electronic fund transfer agreements with official depositories as provided in Chapter 334, Minnesota Statutes. (See Attached Resolution)

Recommendation: That the school board adopts the attached resolution which authorizes the business manager to enter into electronic (telephone) fund transfer agreements with the district's official depositories per Chapter 334 of the laws of Minnesota.

H. Authorization for Use of Facsimile Signatures

Annotation: The use of facsimile signatures on school district checks must be authorized by board resolution. Facsimile signatures are also used on individual personnel contracts covered by master agreements. Obviously, this is the only practical method of handling this task. (See Attached Information)

Recommendation: That the school board adopts the attached

resolution authorizing the use of facsimile signatures on payroll and claim checks as prescribed in M.S. 47.41 and furthermore that the use of facsimile signatures be authorized for individual personnel contracts covered by board adopted master agreements.

I. Designation of Official Depositories

Annotation: The Business Office maintains a current list of financial institutions to be used for depositing school district funds. The recommended list of depositories for 2015 is shown in the motion.

Recommendation: That the institutions shown below be designated as official depositories of the district for the 2015 calendar year per M.S. 124.05.

U.S. Bank of Minneapolis
Minnesota School Districts Liquid Asset Fund Plus
MN Trust
Associated Bank, WI
East West Bank, NA

J. Appointment to Committees

Committee appointments will be made by the chairperson later in January or February. Board members are requested to review the list of appointments and to indicate their interests to the chairperson.

BURNSVILLE-EAGAN-SAVAGE SCHOOL DISTRICT

Policy 202 School Board Officers

I. PURPOSE

School Board officers are charged with the duty of carrying out the responsibilities entrusted to them for the care, management and control of the public schools of the school district.

II. SCOPE

This policy applies to elected members of the Board of Education serving in their official capacity.

III. DEFINITIONS

None

IV. POLICY STATEMENT

The Board shall meet annually on the first Monday in January, or as soon thereafter as practicable, and organize by selecting a chair, vice chair, a clerk and a treasurer. These officers shall hold office until the next organizational meeting or until their successors are elected and qualify. The selection of board officers shall be by majority vote of the Board. Any vacancy may be filled at any meeting of the Board

V. RESPONSIBILITIES

Chair: Preside at all meetings of the Board, provide leadership in carrying out the powers and duties of the Board, act as public spokesperson for the Board except when this responsibility has been delegated to others, countersign all orders upon the treasurer for claims allowed by the school board, oversee all Board members' appointments to committees and outside organizations and bring such appointments to the Board for approval, to preserve order and ensure all business before the Board is conducted with propriety and dispatch, to perform such other duties as may be prescribed by law or by action of the Board.

Vice Chair: Perform the duties of the chair in the event the chair is absent; assist the chair in the performance of his/her responsibilities, plan and coordinate the Board's annual evaluation of the Superintendent.

Clerk: Under their supervision and signature, the clerk shall ensure the following:

- A record of all meetings is kept in the books provided, within three days after an election.
- The clerk shall notify all persons elected of their election.
- On or before August 15 of each year, the clerk shall: a) file with the school board a report of the revenues, expenditures and balances in each fund for the preceding fiscal year; b) make and transmit to the commissioner certified reports, showing:
 - condition and value of school property,
 - revenues and expenditures in detail, and such other financial information required by law, rule, or as may be called for by the commissioner,
 - length of school term and enrollment and attendance by grades, and
 - other items of information as called for by the commissioner.
- Enter into the clerk's record book copies of all reports and of the teachers' term reports, and of the proceedings of any meeting, and keep an itemized account of all expenses of the school district.

History: Issued 8/08 as Policy BCB; Revised 5/10, Revised 12/12 as Policy 202		
Approved by: Board of Education	Clerk's Signature: /s/ Jim Schmid	Date: December 2012

- Furnish to the county auditor, on or before October 10, an attested copy of the clerk's record, showing the amount of money voted by the school district or the school board for school purposes.
- Draw and sign all orders upon the treasurer for the payment of money for bills allowed by the Board for salaries of officers and for teachers' wages and all claims, to be countersigned by the chair.
- Perform such duties as required by the Minnesota Election Law or other applicable laws relating to the conduct of elections.

Treasurer: Under their supervision and signature, authorize the deposit of school district funds in the official depository, authorize all reports which may be called for by the Board and perform all duties a treasurer usually performs, in the event there are insufficient funds on hand to pay valid orders presented to the treasurer, the treasurer shall receive, endorse, and process the orders in accordance with Minn. Stat. 123B.12.

VI. EXCLUSIONS

None

VII. CONTACTS

Offices that can be contacted regarding this policy.

Office/Department

Telephone Number

Superintendent

952-707-2001

VIII. LEGAL REFERENCES

Minn. Stat. § 130D (Open Meeting Law)

Minn. Stat. § 123B.14 (Officers)

Minn. Stat. § 123B.12 (Finance)

Minn. Stat. § 126C.17 (Referendum Revenue)

Minn. Stat. Ch. 205A (School District Elections)

INDEPENDENT SCHOOL DISTRICT 191

RESOLUTION AUTHORIZING TRANSFER OF FUNDS

From time to time, Independent School District 191 orally requests U.S. Bank of Minneapolis to transfer funds to other banks for credit to persons designated by this District in a manner which makes it inconvenient or impossible to execute the written authorizations, instructions and releases required by said Bank, so that the Bank may have standing instructions upon which to act pursuant to oral request for the transfer of funds:

Be it resolved, that Lisa K. Rider, the Executive Director of Business Services of this District is hereby authorized to enter into the Telephone/Funds (Wire) Transfer Agreement on behalf of this District with U.S. Bank of Minneapolis providing for telephonic requests for the transmission of funds belonging to this District upon the terms and conditions set forth in said agreement, and to delete and appoint such persons, from time to time, who may request such transfers on behalf of this District in accordance with such agreement.

The authority conferred herein shall continue in full force and effect until written notice of its revocation shall be received by said Bank at its office, or on December 31, 2015, whichever is earlier.

I, _____, Clerk of Independent School District 191, hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Education of said District at a meeting of said Board duly and regularly called; Noticed and held, and at which time was present a quorum of said Board on January 8, 2015, and that said resolution is in full force and effect.

I have hereunto subscribed my name this
8th day of January, 2015.

Clerk _____

Chairperson _____

INDEPENDENT SCHOOL DISTRICT 191

RESOLUTION AUTHORIZING TRANSFER OF FUNDS

From time to time, Independent School District 191 orally requests Minnesota School Districts Liquid Asset Fund Plus to transfer funds to other banks for credit to persons designated by this District in a manner which makes it inconvenient or impossible to execute the written authorizations, instructions and releases required by said Bank, so that the Bank may have standing instructions upon which to act pursuant to oral request for the transfer of funds:

Be it resolved, that Lisa K. Rider, the Executive Director of Business Services of this District is hereby authorized to enter into the Telephone/Funds (Wire) Transfer Agreement on behalf of this District with Minnesota School Districts Liquid Asset Fund Plus providing for telephonic requests for the transmission of funds belonging to this District upon the terms and conditions set forth in said agreement, and to delete and appoint such persons, from time to time, who may request such transfers on behalf of this District in accordance with such agreement.

The authority conferred herein shall continue in full force and effect until written notice of its revocation shall be received by said Bank at its office, or on December 31, 2015, whichever is earlier.

I, _____, Clerk of Independent School District 191, hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Education of said District at a meeting of said Board duly and regularly called; Noticed and held, and at which time was present a quorum of said Board on January 8, 2015, and that said resolution is in full force and effect.

I have hereunto subscribed my name this
8th day of January, 2015.

Clerk _____

Chairperson _____

INDEPENDENT SCHOOL DISTRICT 191

RESOLUTION AUTHORIZING TRANSFER OF FUNDS

From time to time, Independent School District 191 orally requests MN Trust to transfer funds to other banks for credit to persons designated by this District in a manner which makes it inconvenient or impossible to execute the written authorizations, instructions and releases required by said Bank, so that the Bank may have standing instructions upon which to act pursuant to oral request for the transfer of funds:

Be it resolved, that Lisa K. Rider, the Executive Director of Business Services of this District is hereby authorized to enter into the Telephone/Funds (Wire) Transfer Agreement on behalf of this District with MN Trust providing for telephonic requests for the transmission of funds belonging to this District upon the terms and conditions set forth in said agreement, and to delete and appoint such persons, from time to time, who may request such transfers on behalf of this District in accordance with such agreement.

The authority conferred herein shall continue in full force and effect until written notice of its revocation shall be received by said Bank at its office, or on December 31, 2015, whichever is earlier.

I, _____, Clerk of Independent School District 191, hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Education of said District at a meeting of said Board duly and regularly called; Noticed and held, and at which time was present a quorum of said Board on January 8, 2015, and that said resolution is in full force and effect.

I have hereunto subscribed my name this
8th day of January, 2015.

Clerk _____

Chairperson _____

INDEPENDENT SCHOOL DISTRICT 191

RESOLUTION AUTHORIZING TRANSFER OF FUNDS

From time to time, Independent School District 191 orally requests Associated Bank, WI to transfer funds to other banks for credit to persons designated by this District in a manner which makes it inconvenient or impossible to execute the written authorizations, instructions and releases required by said Bank, so that the Bank may have standing instructions upon which to act pursuant to oral request for the transfer of funds:

Be it resolved, that Lisa K. Rider, the Executive Director of Business Services of this District is hereby authorized to enter into the Telephone/Funds (Wire) Transfer Agreement on behalf of this District with Associated Bank, WI providing for telephonic requests for the transmission of funds belonging to this District upon the terms and conditions set forth in said agreement, and to delete and appoint such persons, from time to time, who may request such transfers on behalf of this District in accordance with such agreement.

The authority conferred herein shall continue in full force and effect until written notice of its revocation shall be received by said Bank at its office, or on December 31, 2015, whichever is earlier.

I, _____, Clerk of Independent School District 191, hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Education of said District at a meeting of said Board duly and regularly called; Noticed and held, and at which time was present a quorum of said Board on January 8, 2015, and that said resolution is in full force and effect.

I have hereunto subscribed my name this
8th day of January, 2015.

Clerk _____

Chairperson _____

INDEPENDENT SCHOOL DISTRICT 191

RESOLUTION AUTHORIZING TRANSFER OF FUNDS

From time to time, Independent School District 191 orally requests East West Bank, NA to transfer funds to other banks for credit to persons designated by this District in a manner which makes it inconvenient or impossible to execute the written authorizations, instructions and releases required by said Bank, so that the Bank may have standing instructions upon which to act pursuant to oral request for the transfer of funds:

Be it resolved, that Lisa K. Rider, the Executive Director of Business Services of this District is hereby authorized to enter into the Telephone/Funds (Wire) Transfer Agreement on behalf of this District with East West Bank, NA providing for telephonic requests for the transmission of funds belonging to this District upon the terms and conditions set forth in said agreement, and to delete and appoint such persons, from time to time, who may request such transfers on behalf of this District in accordance with such agreement.

The authority conferred herein shall continue in full force and effect until written notice of its revocation shall be received by said Bank at its office, or on December 31, 2015, whichever is earlier.

I, _____, Clerk of Independent School District 191, hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Education of said District at a meeting of said Board duly and regularly called; Noticed and held, and at which time was present a quorum of said Board on January 8, 2015, and that said resolution is in full force and effect.

I have hereunto subscribed my name this
8th day of January, 2015.

Clerk _____

Chairperson _____

**CERTIFIED RESOLUTION
USE OF FACSIMILE SIGNATURES
BY PUBLIC OFFICIALS**

I _____, _____ Clerk
(name of certifying official) (title or position)

of _____
(name of governing body)

do hereby certify that the following resolution was duly adopted by said governing body at a meeting thereof duly convened and held on January 8, 2015, and is in full force and effect:

RESOLVED: That the use of facsimile signatures by the following named public officers _____

Chair Treasurer Clerk

on checks, drafts, warrants, warrant-checks, vouchers or other orders on public funds deposited in U.S. Bank of Minneapolis and Associated Bank, WI and hereby is approved, and that each said named person may authorize said depository bank to honor any such instrument bearing his/her facsimile signature in such form as he/she may designate and to charge the same to the account in said depository bank upon which drawn, as fully as though it bore his/her manually written signature, and that instruments so honored shall be wholly operative and binding in favor of said depository bank although such facsimile signature shall have been affixed without his/her authority.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of January, 2015 .

CLERK _____
(certifying official)

INDEPENDENT SCHOOL DISTRICT 191

WIRE TRANSFER AGREEMENT

AUTHORIZED REPRESENTATIVES

January 1, 2015 through December 31, 2015

- | | | | |
|----------------------------|-------|--|-----------------|
| 1. <u>Lisa K. Rider</u> | _____ | <u>Executive Director of
Business Services</u> | <u>707-2050</u> |
| 2. <u>Gordon Winterlin</u> | _____ | <u>Dir/Accounting Services</u> | <u>707-2055</u> |
| 3. <u>Rena Swanson</u> | _____ | <u>Accounting Clerk</u> | <u>707-2056</u> |

Account Name

Independent School District 191

**INDEPENDENT SCHOOL DISTRICT 191
SPECIMEN SIGNATURES
SCHOOL BOARD OFFICERS**

- Sign in **black** ink.
- Signature must be kept within the box.
- Three original signatures are required.

SPECIMAN 1	┌	┐	CHAIRPERSON CLERK TREASURER
	-----	-----	
	-----	-----	
	└	┘	
SPECIMAN 2	┌	┐	CHAIRPERSON CLERK TREASURER
	-----	-----	
	-----	-----	
	└	┘	
SPECIMAN 3	┌	┐	CHAIRPERSON CLERK TREASURER
	-----	-----	
	-----	-----	
	└	┘	

**BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT 191
BOARD OF EDUCATION
Board Representative Appointments**

Position	Board Member(s)	
STANDING COMMITTEES	2014	2015
<p>Student Performance and Achievement Committee</p> <p><i>The purpose of the committee is:</i></p> <ul style="list-style-type: none"> <i>a. To review and report evidence of student performance over time in order to measure learning.</i> <i>b. To analyze learning and student engagement metrics to highlight critical areas in need of improvement as well as to promote better alignment of district resources to critical student outcomes.</i> <i>c. To collaborate with the Assistant Superintendent, the Teaching and Learning Team, and others - as required - to ensure that curriculum, instruction, professional development and assessments support desired student outcomes.</i> <i>d. To evaluate processes, policies and long-range planning needs vs. desired student outcomes and deliver recommendations - in support of the Strategic Roadmap - to the Superintendent and School Board for action.</i> <i>e. To establish and communicate high expectations for student support beyond our classrooms to parents, staff and the greater community –</i> 	<p>Ron Hill Sandy Sweep Bob VandenBoom*</p>	

<i>with the goal of driving deeper student engagement and academic achievement.</i>		
<i>Meets monthly</i>		
Meet and Confer <i>Meet with bargaining unit representatives (BEA/Principals) monthly – usually 4:15 PM on Tuesdays or Thursdays</i>	Abigail Alt Jim Schmid Sandy Sweep*	
Legislative Committee <i>Guide the Board’s legislative advocacy work on behalf of the students and faculty of ISD 191. Meets monthly</i>	Dan Luth* Bob VandenBoom Ron Hill	
Policy Review Committee <i>Review the existing Board Policy Manual and recommend revisions and updates as appropriate and required.</i>	DeeDee Currier Jim Schmid Abigail Alt*	
Negotiating Committee <i>Represents the Board in the employer/employee bargaining process.</i>	Jim Schmid* Sandy Sweep Dan Luth (alternate)	
AD HOC COMMITTEE		
Ad Hoc Technology Committee <i>Support the implementation of a student achievement data dashboard for board members.</i>	Abigail Alt DeeDee Currier Jim Schmid Dan Luth* (alternate)	
LIASON APPOINTMENTS		
AMSD (Association of Metropolitan School Districts) <i>Two Fridays each month 7 – 9 a.m.</i>	Abigail Alt Ron Hill (alternate)	
MSBA (Minnesota School Boards Association)	DeeDee Currier	
Foundation 191 <i>Board liaison to school district foundation. Monthly Board meeting and event participation.</i>	Abigail Alt	
Minnesota State High School League <i>Represent the School District at regional and state meetings (periodic meetings)</i>	Jim Schmid	
Burnsville Chamber of Commerce <i>Provides a vehicle for interaction of the business and education communities for the enhancement of education in District 191. Monthly meetings</i>	Ron Hill	
Savage Chamber of Commerce <i>Provides a vehicle for interaction of the business and education communities for the enhancement of education in District 191. Monthly meetings</i>	DeeDee Currier	
Dakota County Chamber of Commerce <i>Provides a vehicle for interaction of the business and education communities for the enhancement of education in District 191.</i>	Bob VandenBoom	

<i>Monthly meetings</i>		
Burnsville High School Hall of Fame	DeeDee Currier	
Intermediate School District 917 <i>Represent District 191 at Intermediate School District 917</i> <i>1st and 3rd Tuesday with exception of one meeting in August and one in January; 7 – 9 p.m. plus occasionally committee meetings prior to regular meeting; meet at DCTC; three-year terms</i>	Ron Hill <i>(term expires 6/30/2015)</i>	
TIES <i>(Computer consortium for school districts)</i> <i>Advises our data processing provider on policies and priorities -- yearly meeting; Exec. Committee meets monthly</i>	Dan Luth <i>(term expires 6/30/2018)</i>	

Committee meetings are posted on the district website.

*Designates committee chairs, updated 3/3/14.

School Board Minutes
INDEPENDENT SCHOOL DISTRICT 191
December 18, 2014

The meeting of the Board of Education was called to order by Chair Schmid at 6:30 p.m. at the Burnsville High School Senior Campus in the Diamondhead Education Center.

Call to Order

Directors Currier, Alt, VandenBoom, Hill, Luth, Sweep and Chair Schmid were present. Others in attendance were Superintendent Gothard, Student Representative Davidson, administrators, staff and members of the public.

Attendance

Schmid welcomed the audience and asked VandenBoom to lead the Pledge of Allegiance.

Pledge of Allegiance

Public recognition was given to the Burnsville High School Girls' Cross Country Team, Girls' Swim Team and the 2014 Inclusive Education Practices Award, which was presented to Lori Haggerty.

Public Recognition

The Truth and Taxation Hearing began at 6:49 p.m. Protocols for the Public Hearing were given by Schmid.

Truth and Taxation

Lisa Rider, executive director of business services provided an overview of the district's current budget and proposed property tax information.

There were no comments from the public.

The Truth and Taxation Hearing concluded at 7:08 p.m.

Moved by Hill, seconded by Luth, to approve the agenda. Motion carried (7, 0).

Agenda

Moved by Sweep, seconded by Alt, to approve the consent agenda:

Consent Agenda

- Minutes of the December 11, 2014 board meeting.
- Approve personnel recommendations for A. Khalif, J. Pettes and C. Gardner.
- Adopt a resolution to approve and accept the donations as presented.
- Approve November payroll checks numbered 717940-717969, and Direct Deposit notices numbered 554173- 557192, in the net amount of \$3,777,020.90. Nov & Dec claims to date represented

Minutes
Personnel

Donations

Payroll, deposits,
receipts, and
investments

by checks numbered 436223-436900, 1011593-1011853, 89-95, and 100993-101006 and wire transfers and adjustments totaling \$7,634,448.11. Also, that the Board accepts Nov receipts of \$8,926,772.71 and investments for the General Fund, 2012A Alt Facilities, and OPEB of \$44,879,710.81 as of November 30, 2014.

- Accept the Budget Analysis for the month ending November 30, 2014.
- Approve the agreement between ISD 191 and the City of Burnsville to continue operation of a shared television studio for an additional three years.
- Approve the field trip request for Eagle Ridge Junior High School ninth grade students to travel to England June 13-24, 2016 and allow an exception to the policy for the frequency of this trip.

Motion carried (7, 0).

Moved by Currier, seconded by VandenBoom, to approve the 2015-2016 Burnsville High School Course Catalog. Motion carried after discussion (7, 0).

Moved by Sweep, seconded by Luth, to approve Final Certification of Property Tax Levy Payable in 2015 as follows:

General RMV Voter Approval	\$11,973,789.69
General RMV Other	5,902,963.79
General NTC Other	5,926,739.16
Community Service	1,246,573.23
General Debt Voter Approved	4,519,438.13
General Debt Other	3,683,313.57
OPEB/Pension Other	<u>1,612,349.40</u>
Total	\$34,865,166.97

Motion carried (7, 0).

Moved by Currier, seconded by Hill, to allow Kelly Services to pay their retired ISD 191 employees a daily flat rate of \$127 for teaching as a short term substitute teacher and to pay a daily flat rate of \$117 for other licensed staff working as a short term substitute teacher. Motion carried after discussion (7, 0).

Moved by Alt, seconded by Sweep, to approve, on a first reading basis, Board Policies 516, 521, 522 and 532 and rescind policies JLCD, AC and JFCB. Motion carried after discussion (7, 0).

Received a report from Joe Gothard, superintendent on Vision One91.

Budget Analysis

Shared
Television Studio

Extended Field
Trip for Eagle
Ridge

2015-16
Burnsville High
School Course
Catalog
TNT Certification

Substitute Rates

Policies 516,
521, 522 and
532

Vision One91

Chair Schmid gave condolences to the family of Vic Berra, former longtime teacher, coach and athletic director in ISD191, who died recently.

Received reports from Schmid on behalf of Meet and Confer and the Negotiating Committee, Alt on behalf of the Policy Review Committee and VandenBoom on behalf of the Student Performance and Achievement Committee.

Moved by VandenBoom, seconded by Sweep, to adjourn to a board workshop at 7:50 p.m. Motion carried (7, 0).

The board workshop began at 7:58 p.m. and concluded at 8:23 p.m. The purpose of the workshop was Vision One91 planning.

Reports

Adjourn

Workshop

January 8, 2015

DeeDee Currier, clerk

Date Approved

DRAFT

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

TO: Members, Board of Education
Joe Gothard, Superintendent

FROM: Stacey Sovine, Executive Director of Human Resources

DATE: January 8, 2015

RE: Recommended Personnel Changes

**Certified
Appointment**

Lori Henke -Replacement-Licensed School Nurse, .9 FTE, ECSE,
effective 11/10/14

Madelyn Winecke *Replacement-Long term substitute, 1.0 FTE, ST, effective
1/5/15 - 4/10/15

Leave of Absence

Mackenzie Oakes *Teacher, ST, requests a 1.0 FTE parental leave of absence,
effective 2/9/15 through 4/10/15

Jessica Perry *Teacher, HB, requests a 1.0 FTE general leave of absence,
effective through March 2015

Resignation

Sarah Anderson *Teacher, ECSE, effective 1/16/15

**Classified
Release During Probation**

Thomas Craner *Custodian, BHS, effective 1/5/15

Resignation

Erica McKinney *EA, BHS, effective 10/10/14



**Agenda III.B.3.
January 8, 2015**

To: Members, Board of Education
From: Lisa K. Rider, Executive Director of Business Services
Date: January 8, 2015
Re: Donations

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

RESOLUTION TO APPROVE AND ACCEPT DONATIONS

WHEREAS,

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

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

Moved by: _____

Seconded by: _____

Members in favor of the motion:

Members opposed:

Whereupon said Resolution was declared duly passed and adopted on January 8, 2015.

Jim Schmid
Chair - Board of Education

DeeDee Currier
Clerk – Board of Education

Date Received	Donor	Recipient of donation	Purpose	Donation
12/22/2014	Parasole Restaurant Holdings, Inc.	ISD 191	BrainPower in a Backpack Food	\$270.00
6/16/2014	Patrick & Lori Borgman	Eagle Ridge Junior High	Art/Tech Ed	Donations valued at \$1932.00 (see attached list)
12/17/2014	Thomas Marlow	Gideon Pond Elementary	For media center, 1-3 grade teachers	\$1,000.00
12/18/2014	Alexander Hall	BrainPower in a Backpack	BrainPower in a Backpack food	\$25.00
12/17/2014	Field Environmental	ISD 191	ISD 191 Employees	food items and assorted treats (valued at \$90)
12/17/2014	Dakota Electric Association	ISD 191	Employee holiday treats	Three chocolate bars (valued at \$15)
12/15/2014	David and Lorrie Kaiser	BrainPower in a Backpack	BrainPower in a Backpack food	\$100.00
12/16/2014	American Express MDC Kevin Lattery	ISD 191	Community Education department for the DEC building programs of ECFE, ABE and Senior Center	Furniture and electronics (valued at approximately \$3000.00)
12/12/2014	Tom, John, Amy, Melissa, Keri, Jill, Susan and Jodi	ISD 191	Public Sector Team	Cashews, Mints, and Candy
12/10/2014	Dr. Bart Schulz	BrainPower in a Backpack	for BrainPower kids	300 children's toothbrushes and 300 children's toothpastes
12/11/2014	Hank and Judy Robb	BrainPower in a Backpack	BrainPower in a Backpack food	\$250.00

Total monetary contributions to accept: **\$1645.00**

The following donation was received by the Borgman family in June of 2014:

1 - Duncan EA-820-2	The Teacher Plus Ceramic Kiln - used retail value	= \$500.00
---------------------	---	------------

Ceramic molds by brand at current retail prices:

Duncan	DM1690 Wolfman Mug	\$23.25
Duncan	DM1689 Frankenstein Mug	\$23.25
Duncan	DM193-a Aztec Cup	\$10.00
Duncan	577b Country Appliqués'	\$18.75
Kimble	Mouse Bells	\$6.45
Kimble	446 Bunny and Chick	\$40.00
Kimble	978 Holley Basket	\$10.00
Kimble	671 Bird w/nest	\$10.00
Kimble	142 Santa Boot	\$15.00
Alberta's	#A-168 Santa	\$5.00
Hershey	332 A & B Motorcycle Mug	\$37.50
Hershey	H430 Santa Bike	\$96.70
Hershey	H429 Motorcycle	\$63.20
Hershey	398	\$71.20
Doc Holiday	365 Dog Tree	\$10.00
Doc Holiday	364 Dog Ornaments	\$10.00
Macky	#376 Winter House	\$10.00
Byron	208 Basket	\$20.00
Jamar Mallory	D-15 Decanter	\$40.00
Holland	#H27 Plate	\$20.00
Dona's	D-545 Train Magnets	\$8.25

Dona's	D-224 Balloon Magnets	\$8.25
Dona's	D-877A Baby Face Frames	\$30.00
Jones	996 Halloween Magnets	\$5.00
Nowell	FM-528 Medium Basket	\$37.50
Generic	Turned Mexican Pot	\$30.00
Generic	Plain Garden Pot	\$15.00
Atlantic A54 – small sconce (not found) –		estimate \$30.00
Scioto Ceramic S-324 – bunny in bed (not found) –		estimate \$25.00
Atlantic A1114 – planter (not found) –		estimate \$50.00
Harrison Bell H19 – small planter (not found) –		estimate \$25.00
Hershey 430A – rider top -		\$17.60
Hershey 430B – rider pants -		\$17.60
Duncan DM 504D – “lilies” Code 20 -		\$12.00
Atlantic A925 – Bowl (not found) –		estimate \$50.00
Scioto Ceramic S1843 -		\$12.00
Gold Mold #182 – small figure (damaged) (not found) –		estimate \$10.00
Donas Molds D248 – golf magnets -		\$8.25
Jones Mold 967 – Christmas (not found) –		estimate \$15.00
Duncan 93 – mallard duck (not found) –		estimate \$30.00
Atlantic A843 – plinth (not found) –		estimate \$40.00
Atlantic H1603 – teacup planter (not found) –		estimate \$65.00
Scioto Ceramic S2290 – Halloween totem-		\$32.25
Duncan 1059A – small ornaments (not found) –		estimate \$20.00
Duncan 28B Code 16D – Christmas bell and napkin holder (not found) –		estimate \$15.00
McNees Mold M-695 – basket weave planter 8” (not found) –		estimate \$40.00
Hershey H-429B – motorcycle handlebar (part of set) -		\$25.00
Riverview 0045 – Santa and tree 8” -		\$23.16
McNees Mold M-806 – hobo shoe (missing top?) (not found) –		estimate \$18.00

Hershey 321A & B – motorcycle -	\$38.40
Hershey 431B - motorcycle rider legs -	\$17.50
Duncan DM1691 – skull character mug -	\$23.25
Hershey H398A – wilderness scene (chipped)	\$71.20
Holland Mold H1608 – large cup planter (not found) –	estimate \$32.00
Unmarked mold – hat form 6-8 inches –	estimate \$5.00

Total Donation (including Kiln) \$1932.21

Submitted by: Jim Wittstruck and Steve Brady, Eagle Ridge Junior High



To: Board of Education, members
Joe Gothard, superintendent Agenda Item III.B.4

From: Jami Kenney, election clerk

Re: Report on Absentee Ballot Board for the Special Election on February 24, 2015

Date: January 8, 2015

As required by Minnesota Statutes, Section 203B.121, the Board established a ballot board on November 13, 2014, to process, accept and reject absentee ballots at school district elections not held in conjunction with the state primary or state general election or that are conducted by a municipality on behalf of the school district and generally to carry out the duties of a ballot board as provided by Section 203B.127 and other applicable laws. The ballot board must consist of a sufficient number of election judges trained in the handling of absentee ballots.

The clerk or the clerk's designee is hereby authorized and directed to appoint the members of the ballot board. The clerk or the clerk's designee shall establish, maintain and update a roster of members appointed to and currently serving on the ballot board and shall report to the Board from time to time as to its status. Each member of the ballot board shall be paid reasonable compensation for services rendered during an election at the same rate as other election judges; provided, however, if a staff member is already being compensated for regular duties, additional compensation shall not be paid for ballot board duties performed during that staff member's duty day.

The following persons are appointed to serve on the ISD 191 Absentee Ballot Board for the February 24, 2015 election.

- Vicki Roy, head judge
- Jami Kenney
- Marcia Pariseau
- Charlotte Lindberg
- Julie Zellmer
- Natalie Ditter

Many of the duties of the Absentee Ballot Board will be delegated to Dakota County by board resolution.



**Agenda III.B.5
January 8, 2015**

To: Members, Board of Education

From: Lisa K. Rider, Executive Director of Business Services

Date: January 8, 2015

Re: Adopt a Resolution Delegating Absentee Ballot Board Responsibilities

RECOMMENDATION: that the Board of Education adopts a resolution delegating Absentee Ballot Board responsibilities to Dakota County.

Dakota County recommends that the school district (SD) consider structuring its absentee ballot board (ABB) as shown below and delegate the absent ballot board responsibilities to Dakota County.

Dakota County already has an absentee processing team in place with experience in processing absentee ballots. Delegating this responsibility to them would reduce staff, space and training needs for the school district. Dakota County would only charge the school district for postage of absentees.

To do this, the school district must delegate the ABB duties to the Dakota County Absentee Ballot Board by adopting the attached resolution which has been reviewed and approved by the school district attorney.

Overview of the Proposed Absentee Ballot Board process:

Absentee ballots (ABs) are issued by the school district and Dakota County (Dakota would use its Admin. Center in Hastings and the Western Service Center).

- The school district would issue ballots to any resident.
- The Dakota County would issue to Dakota residents only.
- Applications received by mail would be fulfilled by the recipient (unless the county receives an application for a Scott County resident, in which case, it would forward it.)
- The school district and Dakota County Service center would forward applications received- either by scan or physically with the ballot for upload to SVRS for ABB use.

Absentees would then be sent to the county to be accepted and counted.

- All ballots (either county) would be returned to Dakota County Admin. Center in Hastings.

The Dakota County (municipal) ABB would then process the absentee ballots:

- The Dakota County Absentee Ballot Board would accept or reject the ballot
- Reissue rejected ballots
- Take receipt of military and overseas ABs (likely to be very few)
 - Accept or reject them
 - Reissue as necessary
 - Duplicate as necessary
- Complete AB related paperwork
- Count ABs
- Upload to election server
- Accumulate with other totals

ATTACHMENT

**RESOLUTION DELEGATING
ABSENTEE BALLOT BOARD RESPONSIBILITIES**

Member _____ moved the adoption of the following Resolution:

BE IT RESOLVED by the School Board of Independent School District No. 191 State of Minnesota, as follows:

WHEREAS Independent School District is holding a Special Election on February 24, 2015; and

WHEREAS Absentee Balloting is an integral part of elections in Minnesota; and

WHEREAS Dakota County has the ability to process absentee ballots for the school district; and

NOW THEREFORE BE IT RESOLVED The Independent School District No. 191 delegates the duties of receiving, processing and counting absentee ballots under M.S. 203B.121 for the Special Election to be held February 24, 2015 to the Dakota County Absentee Ballot Board.

The motion for the adoption of the foregoing resolution was duly seconded by _____ . On a roll call vote, the following voted in favor:

and the following voted against:

whereupon said resolution was declared duly passed and adopted.

School District Clerk and Date



To: Board of Education, Members

Agenda Item III.B.6

From: Superintendent Gothard

Re: Board Policy Updates

Date: January 8, 2015

Recommendation: That the Board of Education approves, on a second reading basis, Board Policies 516, 521, 522 and 532 and rescinds policies JLCD, AC and JFCB.

The Policy Review Committee and administration have reviewed the following board policies from MSBA and recommend approval on a second reading basis:

- 516: *Student Medication*
- 521: *Student Disability Nondiscrimination*
- 522: *Student Sex Nondiscrimination*
- 532: *Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds*

Policies are attached for your review.

ATTACHMENTS

Adopted: 1/99
Reviewed: 3/11
Revised: 6/11, 12/14
Rescinds: JLCD

516 STUDENT MEDICATION

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering nonemergency prescription and nonprescription or "over the counter" medication to students during the school day.

II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require prescription and/or over the counter medications during the school day and on school-sponsored field trips. Whenever possible, medication should be given to students by a parent or guardian before and/or after school hours. The school district's licensed school nurse or designee will administer prescribed medications in accordance with law and school district procedures.

III. REQUIREMENTS

- A. The administration of prescription and non-prescription medication at school requires authorization from a person licensed to prescribe medications and a completed signed request from the student's parent. An oral request from a parent or guardian must be reduced to writing within two school days
- B. A Medication Authorization form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs.
- C. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label.
- D. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
- E. Prescription medications are not to be carried by the student, but will be kept in the school health office. Exceptions to this requirement are as noted below in Part I.: and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).

- F. The school must be notified immediately by the parent or student 18 years old or older in writing of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.

- G. The school nurse, or other designated person, shall be responsible for the filing of the Medication Authorization form in the health records section of the student file.

- H. Medication may be administered only by the licensed school nurse or designee. Procedures for administration of medicine at school and school activities shall be developed in consultation with a school nurse, a licensed school nurse, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under Minn. Stat. § 121A.21). The school district administration shall submit these procedures and any additional guidelines and procedures necessary to implement this policy to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy. The licensed school nurse is responsible for educating unlicensed personnel in accordance with school district procedures.

- I. Specific Exceptions:
 - 1. Parents/guardians must make arrangements with the licensed school nurse for special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings. Such special health treatments do not constitute administration of medicine;
 - 2. Emergency health procedures, including emergency administration of medicine, are not subject to this policy;
 - 3. Medicine provided or administered by a public health agency to prevent or control an illness or a disease outbreak are not governed by this policy;
 - 4. Medicines used at school in connection with services for which a minor may give effective consent are not governed by this policy;
 - 5. Medicines that are prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:
 - a. the school district has received a written authorization from the student's medical provider and parent or guardian permitting the student to self-administer the medication;
 - b. the inhaler is properly labeled for that student; and
 - c. the parent has not requested school personnel to administer the

medication to the student.

The parent must submit written authorization for the student to self-administer the medication each school year.

The school nurse must assess the student's knowledge and skills to safely possess and use an asthma inhaler and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers;

6. Medications:
 - a. that are used off school grounds;
 - b. that are used in connection with athletics or extracurricular activities; or
 - c. that are used in connection with activities that occur before or after the regular school day

are not governed by this policy.

7. The school district will not administer medications, including herbal medicines that are not approved by the Food and Drug Administration agency.
8. A 7-12 grade student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's medical provider and the parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any medication or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients.
9. At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:
 - a. possess epinephrine auto-injectors; or
 - b. if the parent and prescribing medical professional determine the

student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student's § 504 plan.

J. Parent for students 18 years old or older is the student.

- Legal References:** Minn. Stat. § 13.32 (Student Health Data)
Minn. Stat. § 121A.21 (Hiring of Health Personnel)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
- Cross References:** Burnsville-Eagan-Savage School District Policy 418 (Drug-Free Workplace/Drug-Free School)

Adopted: 1996
Reviewed: 9/12
Revised: 9/12, 12/14
Rescinds: ACC and JBC

521 STUDENT DISABILITY NONDISCRIMINATION

I. PURPOSE

The purpose of this policy is to protect students with a disability from discrimination on the basis of disability and to identify and evaluate individuals who, within the intent of Section 504 of the Rehabilitation Act of 1973 (Section 504), need services, accommodations, or programs in order that such individuals may receive a free appropriate public education.

II. GENERAL STATEMENT OF POLICY

- A. Burnsville-Eagan-Savage School District provides equal educational opportunity to all qualified individuals. Students with a disability who meet the criteria of Paragraph C. below are protected from discrimination on the basis of a disability.
- B. The Board of Education is committed to identifying and evaluating qualified individuals who, within the intent of Section 504, may need services, accommodations, or programs in order that such individuals may receive a free appropriate public education.
- C. For this policy, a student who is protected under Section 504 is one who:
 - 1. has a physical or mental impairment that substantially limits one or more major life activity, including learning; or
 - 2. has a record of such an impairment; or
 - 3. is regarded as having such an impairment, and
 - 4. who is of the age for which non-disabled persons are provided educational services; or
 - 5. who is of an age of which it is mandatory under state law to provide such services to disabled individuals; or
 - 6. who is required to receive a free appropriate public education under the Individuals with Disabilities Education Improvement Act.
- D. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even

though they are not eligible for special education pursuant to the Individuals with Disabilities Education Improvement Act.

III. COORDINATOR

Persons who have questions or comments should contact: Executive Director of Individualized Student Services; 100 River Ridge Court; Burnsville, MN 55337; 952-707-6261. This person is the school district's Americans with Disabilities Act/Section 504 coordinator. Persons who wish to make a complaint regarding a disability discrimination matter may use the accompanying Student Disability Discrimination Grievance Report Form. The form should be given to the ADA/Section 504 coordinator.

Legal References: Pub. L. 110-325, 122 Stat. 3553 (ADA Amendments Act of 2008, § 7)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. Part 104 (Section 504 Implementing Regulations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)

Cross References: Burnsville-Eagan-Savage School District Policy 402 (Disability Nondiscrimination)

Adopted: 10/99
Reviewed: 6/09
Revised: 6/09, 12/14
Rescinds: AC / JB / JBR

522 STUDENT SEX NONDISCRIMINATION

I. PURPOSE

Students are protected from discrimination on the basis of sex pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act. The purpose of this policy is to ensure equal educational opportunity for all students and to prohibit discrimination on the basis of sex.

II. GENERAL STATEMENT OF POLICY

- A. The Burnsville-Eagan-Savage School District provides equal educational opportunity for all students, and does not unlawfully discriminate on the basis of sex. No student will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any educational program or activity operated by the school district on the basis of sex.
- B. It is the responsibility of every school district employee to comply with this policy.
- C. The school board hereby designates school district human rights officer as its Title IX coordinator. This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.
- D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss them with the Title IX coordinator. Questions relating solely to Title IX and its regulations may be referred to the Assistant Secretary for Civil Rights of the United States Department of Education. In the absence of a specific designee, an inquiry or complaint should be referred to the superintendent or the school district human rights officer.

III. REPORTING GRIEVANCE PROCEDURES

- A. Any student who believes he or she has been the victim of unlawful sex discrimination by a teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute unlawful sex discrimination toward a student should report the alleged acts immediately to an appropriate school district official designated by this policy or may file a grievance. 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.

Nothing in this policy shall prevent any person from reporting unlawful sex discrimination toward a student directly to a school district human rights officer or to the superintendent.

- B. In Each School Building. The building principal is the person responsible for receiving oral or written reports or grievances of unlawful sex discrimination toward a student at the building level. Any adult school district personnel who receives a report of unlawful sex discrimination toward a student shall inform the building principal immediately.
- C. Upon receipt of a report or grievance, the principal must notify the school district human rights officer and the student's parent or guardian as soon as possible without screening or investigating the report. The principal may request, but may not insist upon a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the principal to the human rights officer. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any report or complaint of unlawful sex discrimination toward a student as provided herein may result in disciplinary action against the principal. If the complaint involves the building principal, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. The school board hereby designates Executive Director of Human Resources as the school district human rights officer(s) to receive reports, complaints or grievances of unlawful sex discrimination toward a student. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.
- E. The school district shall conspicuously post the name of the Title IX coordinator and human rights officer(s), including office mailing addresses and telephone numbers.
- F. Submission of a good faith complaint, grievance or report of unlawful sex discrimination toward a student will not affect the complainant or reporter's future employment, grades or work assignments.
- G. Use of formal reporting forms is not mandatory.
- H. The school district will respect the privacy of the complainant, 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 conform with any discovery or disclosure obligations.

IV. INVESTIGATION

- A. By authority of the school district, the human rights officer, upon receipt of a report, complaint or grievance alleging unlawful sex discrimination toward a

student shall promptly undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.

- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged unlawful sex discrimination toward a student.
- E. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

V. SCHOOL DISTRICT ACTION

- A. Upon conclusion of the investigation and receipt of a report, 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. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.
- B. The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

VI. REPRISAL

The school district will discipline or take appropriate action against any pupil, teacher, administrator, or other school personnel who retaliates against any person who reports alleged unlawful sex discrimination toward a student or any person who testifies, assists,

or participates in an investigation, or who testifies, assists, or participates in a proceeding or hearing relating to such unlawful sex discrimination. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

VII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action, or seeking redress under state criminal statutes and/or federal law, or contacting the Office of Civil Rights for the United States Department of Education.

VIII. DISSEMINATION OF POLICY AND EVALUATION

- A. This policy shall be made available to all students, parents/guardians of students, staff members, employee unions, and organizations.
- B. The school district shall review this policy and the school district's operation for compliance with state and federal laws prohibiting discrimination on a continuous basis.

Legal References: Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)

Cross References: Burnsville-Eagan-Savage School District Policy 102 (Equal Educational Opportunity)
Burnsville-Eagan-Savage School District Policy 413 (Harassment and Violence)
Burnsville-Eagan-Savage School District Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

INDEPENDENT SCHOOL DISTRICT NO. 191

UNLAWFUL SEX DISCRIMINATION TOWARD A STUDENT

General Statement of Policy Prohibiting Unlawful Sex Discrimination Toward a Student

Independent School District No. 191 maintains a firm policy prohibiting all forms of unlawful sex discrimination. All students are to be treated with respect and dignity. Unlawful sex discrimination by any teacher, administrator or other school personnel will not be tolerated under any circumstances.

Complainant: _____
Home Address: _____
Work Address: _____
Home Phone: _____ Work Phone: _____

Date of Alleged Incident(s): _____

Name of person you believe unlawfully discriminated toward you or a student on the basis of sex: _____

If the alleged unlawful sex discrimination was toward another person, identify that person: _____

Describe the incident(s) as clearly as possible, including such things as: what force, if any, was used; any verbal statements (i.e. threats, requests, demands, etc.); what, if any, physical contact was involved; etc. (Attach additional pages if necessary): _____

Where and when did the incident(s) occur: _____

List any witnesses that were present: _____

This complaint is filed based on my honest belief that _____ has unlawfully discriminated against me or a student on the basis of sex. I hereby certify that the information I have provided in this complaint is true, correct and complete to the best of my knowledge and belief.

(Complainant Signature) (Date)

Received by: _____

Adopted: 4/04
Reviewed:
Revised: 4/0, 12/14
Rescinds: JFCB

532 USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS WITH IEPs FROM SCHOOL GROUNDS

I. PURPOSE

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to remove, if necessary, a student with an individualized education program (IEP) from school property and school activities.

II. GENERAL STATEMENT OF POLICY

Burnsville-Eagan-Savage School District is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

All students, including those with IEPs, are subject to the terms of the school district's discipline policy. Specific exceptions for a student with a disability may be set out in that student's Individual Education Program (IEP). School site administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Appropriate corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

If a student with an IEP engages in conduct which, in the judgment of school personnel, endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, that student may be removed from school grounds in accordance with this policy.

III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them in this section:

- A. "Emergency" means a situation where immediate intervention is needed to protect a child or other individual from physical injury or to prevent serious property damage.
- B. "Peace officer" means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace

Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term "peace officer" includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.

- C. "School resource officer" is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to provide law enforcement assistance and support to the building administration and to promote school safety, security, and positive relationships with students.
- D. "Crisis team" means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.
- E. The phrase "remove the student from school grounds" is the act of securing the person of a student with an IEP plan and escorting that student from the school building or school activity at which the student with an IEP is located.
- F. "Student with an IEP" or "the student" means a student who is eligible to receive special education and related services pursuant to the terms of an IEP.
- G. All other terms and phrases used in this policy shall be defined in accordance with applicable state and federal law or ordinary and customary usage.

IV. REMOVAL OF STUDENTS WITH IEPs FROM SCHOOL GROUNDS

A. Removal By Crisis Team

If the behavior of a student with an IEP escalates to the point where the student's behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team may be summoned. The crisis team may attempt to de-escalate the student's behavior by means including, but not limited to, those described in the student's IEP. When such measures fail, or when the crisis team determines that the student's behavior continues to endanger or may endanger the health, safety, or property of the student, other students, staff members, or school property, the crisis team may remove the student from school grounds.

If the student's behavior cannot be safely managed, school personnel may immediately request assistance from the police liaison officer or a peace officer.

B. Removal By School Resource Officer or Peace Officer

If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the police liaison officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report suspected criminal activity committed by students with IEPs to appropriate authorities. If the school district reports suspected criminal activity by a student with an IEP to a school resource officer or peace officer and a police report is issued, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district's policy, Protection and Privacy of Pupil Records.

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with IEPs.

C. Reasonable Force Permitted

In removing a student with an IEP from school grounds, a building administrator, other crisis team members, or the police liaison officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

In removing a student with an IEP from school grounds, police liaison officers and school district personnel are further prohibited from engaging in the following conduct:

1. Corporal punishment prohibited by Minn. Stat. § 121A.58;
2. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;
3. Totally or partially restricting a child's senses as punishment;

4. Denying or restricting a child's access to equipment and devices such as walkers, wheel chairs, hearing aids, and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;
5. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under Minn. Stat. § 626.556;
6. Physical holding (as defined in Minn. Stat. § 125A.0941) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso;
7. Withholding regularly scheduled meals or water; and/or
8. Denying a child access to toilet facilities.

D. Parental Notification

The school site administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's physical removal from school grounds as soon as possible following the removal.

E. Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the student's IEP.

F. Effect of Policy in an Emergency; Use of Restrictive Procedures

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, authorizes the use of one or more restrictive procedures, the crisis team may employ those restrictive procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds, as long as the crisis team members who are implementing the restrictive procedures have received the training required by Minn. Stat § 125A.0942, Subd. 5, and otherwise comply with the requirements of § 125A.0942.

Legal References: Minn. Stat. § 13.01, *et seq.* (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.67, Subd. 2 (Removal by Police Officer)
Minn. Stat. §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities)
Minn. Stat. § 609.06 (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))
20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education Improvement Act of 2004 (IDEA))
34 C.F.R. § 300.535 (IDEA Regulation Regarding Involvement of Law Enforcement)

Cross References: Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
Burnsville-Eagan-Savage School District Policy 507 (Corporal Punishment)
Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)
Burnsville-Eagan-Savage School District Policy 525 (Violence Prevention)
Burnsville-Eagan-Savage School District Policy 806 (Crisis Management Policy)



BURNSVILLE
EAGAN
SAVAGE 
DISTRICT 191

Board of Education

TO: Members, Board of Education
Joe Gothard, superintendent

Agenda III.B.7
January 8, 2015

FROM: Jim Schmid, chairperson

DATE: January 2, 2015

RE: Board Retreat

Recommendation: That the Board of Education approves scheduling a board retreat on Friday, March 6, 2015, 8:00 AM to 4:00 PM at the Oak Ridge Conference Center (One Oak Ridge Drive, Chaska, MN).



To: Board of Education, Members

Agenda Item IV.A

From: Joe Gothard, superintendent

Re: Report on Vision One91

Date: January 8, 2015

Superintendent Joe Gothard will provide an update on Vision One91.



**Agenda IV.B.
January 8, 2015**

To: Members, Board of Education

From: Lisa Rider, Executive Director of Business Services

Date: January 8, 2015

Re: Approve contract for transportation routing services through June 30, 2017.

RECOMMENDATION: that the Board of Education approve a contract with the Center for Efficient School Operations (CESO) for purposes of transportation routing and oversight through June 30, 2017.

November 1, 2012 we entered into an agreement with CESO to assist ISD 191 with transportation routing and transportation oversight. Since this period of time, we have found the services provided by CESO to be favorable for all of our routing needs. Oversight in conjunction with our Director of Operations and Transportation, Glenn Simon, has been provided during this period of time allowing improved transportation services to our families. CESO is prepared to continue these same services to our district for the next two years at a 1% annual increase. The attached agreement is reflective of the services provided by CESO.

I recommend continuation of services from CESO through June 30, 2017 and approval of the attached agreement.



The Center for Efficient School Operations

"Partnering with School Districts to help keep educational dollars in the classroom."

2852 Anthony Lane South
St. Anthony, MN 55418
Phone: (651) 605-5107
Fax: (651) 429-8869
Email: info@ceso.us

December 23th, 2014

Lisa Rider
Burnsville Area Schools
100 River Ridge Court
Burnsville, MN 55339

Dear Lisa,

Thank you for the opportunity to continue to partner with the Burnsville School District. The mission statement for our company is "Partnering with School Districts to help keep Educational Dollars in the Classroom", and CESO/K12 Transportation is very excited to continue our contract with the district. Currently we partner with over 20 school districts in Minnesota in the area of Transportation Oversight, and we will remain committed to the Burnsville school district at a very high level. As I am certain you have realized, the primary benefit of our transportation management model is that the district receives a "Team" approach to transportation oversight. This approach allows our services to be comprehensive and include all aspects of pupil transportation.

The following is what CESO / K12 Transportation will continue to deliver to the Burnsville School District:

Scope of Work

1.0 Transportation Oversight:

This service includes the following:

- Routing services to assure maximum efficiencies for Regular Education and Special Education routes.
- CESO / K12 Transportation will work as a liaison between the School District and Bus Companies for all aspects of Transportation.
- Work with District Administrative staff as needed to confirm a high level of service to the district and community.
- Review all operations within the department to assure "Best Practices" are being used in regards to Transportation.

- Implement new routing strategies if the district were to change school bell times and/or grade configurations.
- Work with contractors to establish procedures that will increase the level of service to the Burnsville community.
- CESO / K12 Transportation will do Demographic work, Boundary Planning, Bell Time Studies and Transportation Efficiency Studies as needed.

As you can see, CESO / K12 Transportation will continue to be responsible for the oversight of all functions within the Transportation Department. The district will provide access to phone and technology resources as needed within the department (for on site services only).

2.0 Fee Breakdown (Monthly Cost for 12 months)

CESO / K12 Transportation agrees to provide this service for \$15,150 per month for the 2015-2016 School year and \$15,300 per month for the 2016-2017 school year. If the school district is interested in continuing the contract past June 30th, 2017, the vendor shall receive a 1% annual increase unless either party request to renegotiate terms with appropriate notice.

Reimbursables: Printing and Mailing

3.0 Start and Completion dates

This new contract shall be effective July 1st, 2015. Termination or Renegotiation of this contract shall be upon receiving 180 days of notice as defined in the General Conditions.

Authorization to Proceed

Again, thank you for the opportunity to present this proposal. As authorization to proceed please sign both originals and return one to CESO / K12 Transportation.

Please sign and return one original to CESO / K12 Transportation Management Services as an authorization to proceed, retaining one original for your records.			
I have carefully reviewed the above proposal, and authorize the Center for Efficient School Operations (CESO) / K12 Transportation Management Services to proceed.			
Customer		Professional	
Lisa Rider Burnsville Area Schools 100 River Ridge Court Burnsville, MN 55339		Chuck Corliss, President Center for Efficient School Operations 2852 Anthony Lane South St. Anthony, MN 55418	
Authorized Signature	Date	Authorized Signature	Date

General Conditions

The following general conditions are made a part of The Center for Efficient School Operations (CESO) / K12 Transportation Management Services, Inc. (the "professional") proposal (the "proposal"). The term "customer" refers to school district for which the professional is providing services.

To the extent that the proposal conflicts with the terms delineated in the general conditions, the terms in the general conditions shall control.

A. Responsibilities

Professional will provide services as enumerated in the proposal with the care and skill ordinarily exercised by reputable members of its profession practicing under similar conditions during the period of this proposal and in the same locality.

Along with the scope of work identified in the proposal customer and professional agree to the following:

A.1. Information

Customer will provide all information necessary and access to staff and facilities as needed so that work can be conducted by professional in an economical, timely and safe manner.

A.2. Payment for Services

The fees and reimbursables listed in the proposal is the amount owed to the professional for the products and services provided by professional under this agreement.

Invoices will be submitted to customer every month for work performed during the month. The customer shall make payments no later than thirty days after receipt of the invoice. All invoices unpaid for over thirty days will bear interest and a collection fee of eighteen percent annually, compounded monthly. Payment maybe withheld only if this agreement is breached and a written notice has been provided within forty-five days of receiving the invoice that is in dispute.

B. Disputes

Disputes under this agreement will be promptly resolved in good faith through negotiation. All claims, disputes, differences not resolved through negotiation shall be resolved in accordance with the commercial rules of the American Arbitration Assoc. in effect at that time.

C. Indemnity & Insurance

C.1. Indemnity

Professional shall indemnify and hold harmless Customer against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by professional, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by professional, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Professional's proportion of the total fault which directly caused the damages.

Customer shall indemnify and hold harmless Professional against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Customer, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Customer, its employees, agents, subcontractors or licensees, but only for the proportion of the total fault which directly caused the damages.

C.2. Insurance

- (1) Professional carries coverage and limits of liability insurance for the professional's own negligence as required by law and district requirements. These may include, but are not limited to the following

- (a) Workers Compensation with statutory benefits.
- (b) Employers' liability
- (c) Comprehensive General Liability with the following coverage:
 - I. Bodily Injury

- II. Property Damage
- III. Personal Injury

IV. General Aggregate

- V. Product
- VI. Fire Damage
- VII. Medical Expenses
- (d) Automobile insurance covering all owned, non-owned or hired automobiles used in connection with the work covering bodily injury and property damage.
- (e) Physical Loss insurance sufficient to cover loss or damage to Professional's owned or leased equipment.
- (f) Professional Liability (claims made) with the following coverage:
 - (g) Contractor Pollution Liability (claims made)
 - (h) Excess Umbrella Liability. Professional's Excess Umbrella Liability policy provides coverage in addition to each of the coverages listed above including Comprehensive General Liability, Professional Liability and Contractor Pollution Liability.

D. Termination/Renegotiation

Neither party will have a right to terminate this agreement for convenience unless a termination fee in the amount of the remaining contract is paid to the terminated party. After the initial term, renegotiation of this contract can be requested by either party for the following school year with 180 days notice.