

# BOARD AGENDA

## INDEPENDENT SCHOOL DISTRICT 191

Burnsville High School Senior Campus  
Diamondhead Education Center  
Regular Meeting  
May 12, 2016  
6:30 PM

(5:30 John Coskran Award Reception)

(6:00 PM Listening Session with Chair Dan Luth and Director Ron Hill)

- I. Call to Order
  - A. Welcome Public
  - B. Pledge of Allegiance
  - C. Public Recognition
    - 1. John Coskran Volunteer Awards
- 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. Approve Meeting Minutes 3
    - 2. Approve Personnel Recommendation 9
    - 3. Adopt a Resolution to Accept Donations 10
    - 4. Approve, on a Second Reading Basis, Board Policies 720: *Vending Machines* (rescind DFF & DFF-R), 208: *Development, Adoption, and Implementation of Policies*, 410: *Family Medical Leave Policy*, 414: *Mandated Reporting of Child Neglect or Physical or Sexual Abuse*, 415: *Mandated Reporting of Maltreatment of Vulnerable Adults* and Policy 514: *Bullying Prohibition Policy* 12
    - 5. Approve Change Orders #109, #117, #119, 120, #121, #123 and #124 for the 2015 Additions and Alterations to Burnsville High School 53
- III. New Business
  - A. Report on Headway 72  
Presenter: Stephanie Corbey, Executive Director of Individualized Student Services
  - B. Approve the Proposed Revisions and Re-adopt the Unchanged Language in the 2016-2017 Pro-Pay Memorandum of Understanding with the Burnsville Education Association 91  
Presenter: Dave Watkins, Director of Secondary Programs
  - C. Award Bid for Chromebooks 104  
Presenter: Lisa Rider, Executive Director of Business Services
  - D. Approve, on a First Reading Basis, Board Policies 402: *Disability Nondiscrimination*; 416: *Drug and Alcohol Testing*; 417: *Chemical Use and* 107

*Abuse; 418: Drug-Free Workplace/Drug-Free School; 506: Student Discipline; 516: Student Medication; 522: Student Sex Nondiscrimination; 524: Internet Acceptable Use and Safety Policy; 532: Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds; 629: Alternative Instruction; 707: Transportation of Public School Students; 806: Emergency Operations Policy; 906: Community Notification of Predatory Offenders (Rescind KO); and Rescind IICB: Community Resource Persons and IICC: School Volunteer*

Presenter: Dr. Joe Gothard, Superintendent

- E. Report on Progress of Vision One91 219  
Presenter: Dr. Joe Gothard, Superintendent

IV. Reports

A. Student Representative

B. Superintendent

C. Board Members

- V. Adjourn to a Workshop on Policies 237  
Presenter: Dr. Joe Gothard, Superintendent

School Board Minutes  
INDEPENDENT SCHOOL DISTRICT 191  
April 28, 2016

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

Call to Order

Members present: Directors Currier, Alt, Schmid, VandenBoom, Mackall, Hill and Chair Luth. Others in attendance were Superintendent Gothard, Student Representative Abegaz, staff and members of the public.

Attendance

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

Pledge of Allegiance

Public recognition was given to Brian Ribnick for winning the One91 Spirit of Excellence Award and the Burnsville High School Student Successes.

Public Recognition

Schmid arrived at 6:45 p.m.

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

Agenda

Moved by Schmid, seconded by Currier, to approve the consent agenda:

Consent Agenda  
Minutes

- Approve minutes of the April 14, 2016 regular school board meeting and April 18, 2016 Board Retreat.
- Approve personnel recommendations for S. Williams, C. Ostendorf, M. Jacobs, P. Lunberg-Schmidt, E. Moore, J. Campos, T. Nguyen, S. Sanderson and B. Jacobson.
- Adopt a resolution to approve and accept donations.
- Approve March payroll checks numbered 718420-718440, and direct deposit notices numbered 602700-605700, in the net amount of \$4,457,249.88. March & April claims to date represented by checks numbered 445477-445983, 154-156, 1015256-1015514, and 101353-101395 and wire transfers and adjustments totaling \$11,476,496.43. Also, that the Board accepts March receipts of \$13,217,059.98 and investments for the General Fund, 2012A Alt Facilities, 2015A School Building Bonds and OPEB of \$89,842,054.69 as of March 31, 2016.
- Accept the Budget Analysis for the month ending March 31, 2016
- Approve change orders #058, #092, #110, #111, #112, #113, #114, #115 and #116 for the 2015 Additions and Alterations to Burnsville High School.
- Approve change order #02 and #03 for the 2016 Alterations to Nicollet Junior High, Edward Neill, Sky Oaks and Harriet Bishop Elementary schools.

Human Resources

Donations  
Payroll, claims,  
receipts and  
investments

Budget Analysis  
Change Orders

Motion carried unanimously (7, 0).

Received a report from Dave Watkins, Dr. Elizabeth Vaught and Kristine Black on the School Improvement Plan Process.

SIP Report

Received a report from Tom Umhoefer, director of community education, Christian Kibler, BYC program coordinator, and Steve Jensen, activities enrichment coordinator on the Burnsville Youth Collaborative.

BYC Report

Moved by Alt, seconded by Mackall, to adopt a resolution to proclaim the year 2016 as Burnsville Lions Club's 50<sup>th</sup> Anniversary Year and call upon community members to celebrate the milestone of the valuable service organization in our school district. Motion carried unanimously (7, 0).

Proclamation  
Burnsville Lions  
Anniversary

Moved by Hill, seconded by Currier, to approve the 2016-2017 Birth-to-Three Early Childhood Special Education Program and Evaluation Team Calendar. This calendar is unique as the services and programming occur throughout the calendar year. Motion carried unanimously (7, 0).

2016-17 ECSE  
Calendar

Moved by Currier, seconded by Hill, to adopt the following resolution:  
**BE IT RESOLVED**, by the School Board of Independent School District 191, that the teaching contracts of the following long-term substitute teachers be terminated at the close of the 2015-2016 school year.

Terminate long-  
term substitute  
contracts

Last Name	First Name	School
Brandon	Debra	EN
Cunningham	Erin VV	EN
Dybvig	Joan	MWS
Hall	Kathleen	SO
Isakson	Julie	WB
Iverson	Arthur	MJH, VV, ERJH
Kutz	Robin	SO
Long	Karli	EN
Madson	Mathew	SO
Malsom	Rachel	BHS
Mickelson	Ashly	HV, VV
Mishica	Allison	WB
Mosher	Nancy	WB
Murray	Cathleen	NJH
O'Malia	Sarah	BHS
Paulsen	Jane	NJH
Polk	Christina	ERJH, MJH
Reagan	Kathryn	ECSE
Reid	Shannan	WB
Schmidt	Dwight	ERJH
Simpson	Lynnette	HB

Tanner	Kathryn	NJH
Tofte	Andrew	MWS, ST
Torralba	Kathleen	SO

BE IT FURTHER RESOLVED, that written notice is sent to said teachers regarding termination and nonrenewal of his/her contract as provided by law. Motion carried unanimously (7, 0).

Moved by Schmid, seconded by VandenBoom, to adopt the following resolution:

**BE IT RESOLVED**, by the School Board of Independent School District 191 that the portion of teaching contracts of staff in excess of 1.0 and/or contractual rights be terminated at the close of the 2015 – 2016 school year.

Terminate contracts in excess of 1.0

TEACHER NAME	TOTAL FTE
Heather Alvey	0.2000
Javier Blazquez	0.1848
Steve Brady	0.1321
Christopher M Brown	0.0953
Laura Buske	0.1950
Michelle Carroll	0.2082
Charles Croatt	0.1000
Ryan Czapar	0.0382
Erik Durand	0.0650
Heidi Eichten	0.1774
Joshua Flug	0.0389
Holly Foldenaur	0.0650
Kimberly Fritz	0.1000
Brady Gatzmeyer	0.0791
Amanda Gregory	0.1303
Hope Grover	0.0135
Jeffrey Hammer	0.0650
Sara Holcombe	0.1257
Michael Huemoeller	0.1000
Jennifer Jensen	0.1652
Laurie King	0.0286
Timothy Lotze	0.0650
Teresa Meuser	0.1000
Robert Paetzold	0.0709
Chad Pearson	0.2000
Matthew Schmeichel	0.1800
Kerry Stone	0.1673
Russell Tesmer	0.1011
Megan Tillman	0.2120
Ethan Walker	0.0650

**BE IT FURTHER RESOLVED**, that written notice is sent to said teachers regarding termination and nonrenewal of his/her contract as provided by law. Motion carried unanimously (7, 0).

Moved by Hill, seconded by Alt, to adopt the following resolution:

**RESOLUTION PROPOSING TO IMMEDIATELY DISCHARGE A TENURED TEACHER REFERRED TO HEREIN AS “TEACHER A” BE IT RESOLVED**, by the School Board of Independent School District No. 191 that:

1. Teacher A is proposed to be immediately discharged pursuant to Minn. Stat. § 122A.40, subd. 13;
2. Written notice shall be sent to the teacher regarding the proposed immediate discharge as provided by law, and that said notice shall be in the form set forth in Exhibit A attached hereto;
3. Each and all of the grounds set forth in said notice are within the grounds for the immediate discharge of a continuing contract teacher;
4. Exhibit A to this Resolution contains private data on individuals, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and therefore the private data classification of the exhibit must be maintained in accordance with applicable state law.
5. The written notice attached here to as Exhibit A shall be signed by the Clerk of the School Board and served upon the teacher as determined by the administration of Independent School District No. 191; and
6. Pending any proceedings regarding the proposed immediate discharge, Teacher A shall be suspended without pay consistent with the teacher’s current unpaid status. Motion carried unanimously (7, 0).

Moved by Schmid, seconded by Mackall, to approve, on a first reading basis, Board Policies 720: Vending Machines (rescind DFF & DFF-R), 208: *Development, Adoption, and Implementation of Policies*, 410: *Family Medical Leave Policy*, 414: *Mandated Reporting of Child Neglect or Physical or Sexual Abuse*, 415: *Mandated Reporting of Maltreatment of Vulnerable Adults*, and Policy 514: *Bullying Prohibition Policy*. Motion carried unanimously after discussion (7, 0).

Received reports from Dr. Currier on behalf of the Student Performance and Achievement Committee, Hill on behalf of the Technology Committee, Mackall on behalf of the Negotiating Committee and Alt on behalf of the Policy Review Committee.

Received a report from Alt on the April 14, 2016 Board Listening Session.

Moved by VandenBoom, seconded by Mackall, to adjourn at 8:48p.m. to a Closed Session as Permitted by Minnesota State Statute §13D.03 to Discuss ISD 191’s Labor Negotiations Strategy.

Proposed  
Discharge of a  
Tenured Teacher

Policies

Committee  
Reports

Listening Session  
Report  
Adjourn to a  
Closed Session

DRAFT

Closed Session Minutes  
INDEPENDENT SCHOOL DISTRICT 191  
April 28, 2016

This meeting will be closed, as permitted by Minnesota State Statute §13D.03, to discuss ISD 191's labor negotiation strategy.

Preliminary

The school board closed session was called to order by Chair Luth at 8:48 p.m. at the Burnsville High School Senior Campus in the Diamondhead Education Center.

Call to Order

Directors Alt, Currier, Hill, Schmid, VandenBoom, Mackall, and Chair Luth were present.

Attendance

Others in attendance were Dr. Gothard, superintendent; S. Sovine, executive director of human resources; L. Rider, executive director of business services; C. Amoroso, assistant superintendent; D. Watkins, and J. Kenney, executive administrative assistant.

ISD 191's Negotiations Strategy was discussed.

Purpose

The closed session adjourned at 9:32 p.m.

Adjourn

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Clerk

May 12, 2016  
Date Approved

**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: May 12, 2016

RE: Recommended Personnel Changes

**Certified**

**Appointment**

Jean Jaeger -Replacement-Long Term Substitute, Teacher, 1.0 FTE, ECSE, effective 4/28/16  
Kathryn Reagan -Replacement-Long Term Substitute, Teacher, 1.0 FTE, ECSE, effective 4/28/16

**Leave of Absence**

Mindi Limberg -Teacher, VV, requests .50 FTE general leave of absence, effective 2016/2017 school year

**Resignation**

Edward Hamilton -Teacher, SPED, effective 6/10/16  
Amy Lehmkuhl \*Teacher, SPED, effective 5/11/16  
Matthew Newby \*Psychologist, effective 6/10/16  
Hollie Villas \*Teacher, MWS, effective 6/10/16

**Retirement**

Robin Debronsky \*Teacher, SPED, after 2 years in the District, effective 6/10/16  
Deborah Goetz \*Teacher, SPED, after 37 years in the District, effective 6/10/16  
Diane Miller -Teacher, HV, after 40 years in the District, effective 6/10/16

**Classified**

**Appointment**

Stephany Himrich \*AVID Tutor, District-Wide, effective 5/10/16  
Kelly Jackson -New-EA Level IV, 6.75 hrs/day, EN, effective 5/2/16

**Leave of Absence**

Joelle Lubke \*Food Service Associate, BHS, requests a personal leave of absence effective 2016/2017 school year

**Retirement**

Susan Engel \*EA Level IV, after 23 years in the District, effective 5/6/2016  
Gary Gingery -EA Level III, after 2 years in the District, effective 6/9/16  
Diana Rasinen -EA Level IV, after 26 years in the District, effective 6/9/16



**Agenda II.B.3  
May 12, 2016**

**To:** Members, Board of Education  
Dr. Joe Gothard, superintendent

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

**Date:** May 6, 2016

**Re:** Donations

**RECOMMENDATION:** To adopt a resolution to approve and accept 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 May 12, 2016.

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Jim Schmid  
Clerk – Board of Education

<b>Date</b>	<b>Donor</b>	<b>Recipient</b>	<b>Terms</b>	<b>Donation</b>
4/11/2016	3M Foundation	Burnsville Alternative High School	Science Supplies/Needs	\$250.00
4/13/2016	Chason-Cedar BP	John Metcalf Junior High	Fundraiser	\$129.65
4/22/2016	Metcalf PTO	John Metcalf Junior High	Drama PTO Grant	\$425.00
4/22/2016	Metcalf PTO	John Metcalf Junior High	2016 Scholarships Grant	\$881.48
4/22/2016	Presbyterian Church of the Apostles	ISD 191	BrainPower in a BackPack students at Gideon Pond	\$1920.00
4/23/2016	Dave and Lorrie Kaiser	ISD 191	BrainPower in a BackPack (Bowls for BrainPower)	\$100.00
4/26/2016	Susan & Thomas Melchior	Burnsville High School	Hall of Fame	\$100.00
4/26/2016	Dakota Electric Association	Burnsville High School	Hall of Fame	\$200.00

Total monetary contributions to accept: **\$4,006.13**



**Future Ready. Community Strong.**

**Agenda II.B.4.  
May 6, 2016**

**To:** Board of Education, Members  
**From:** Dr. Joe Gothard, Superintendent  
**Date:** May 12, 2016  
**Re:** Policies

**Recommendation:** Approve, on a second reading basis, Board Policies 720: *Vending Machines* (rescind DFF & DFF-R), 208: *Development, Adoption, and Implementation of Policies*, 410: *Family Medical Leave Policy*, 414: *Mandated Reporting of Child Neglect or Physical or Sexual Abuse*, 415: *Mandated Reporting of Maltreatment of Vulnerable Adults*, and Policy 514: *Bullying Prohibition Policy*.

Policy 720: *Vending Machines* will replace Policy DFF & DFF-R. Policies 208, 410, 414, 415 and 514 are being brought to the school board for annual review per Policy 208. Policies 208, 410, 414, and 415 have been revised based on recommendations from MSBA. Non-substantive changes were made to Policy 514: *Bullying Prohibition Policy*.

Administration and the Policy Review Committee have reviewed these changes and recommend your approval.

The policies are attached for your review.

*Adopted:* 1/2005  
*Reviewed:* 4/28/2016  
*Revised:* 5/12/2016  
*Rescinds:* DFF, DFFR

*Burnsville-Eagan-Savage School District Policy 720*

## **720 VENDING MACHINES**

### **I. PURPOSE**

The purpose of this policy is to establish procedures to govern vending machines installed in school facilities in the school district.

### **II. GENERAL STATEMENT OF POLICY**

The policy of the school district is to contract for, supervise, maintain, and account for the proceeds from vending machines located in school facilities in a manner that is fair, that maximizes the revenues from those machines, that allows those revenues to be included in the budget of the facility in which they are generated, and that establishes controls to avoid fraud, theft, or the appearance of impropriety.

### **III. AUTHORIZATION**

Vending machines for the dispensing of food, beverages, or other approved items are authorized in any school facility in the school district provided that all contracts for such vending machines must be approved by superintendent or designee as provided in this policy.

### **IV. SUPERVISION; APPROVAL; LOCATION**

- A. All vending machines shall be under the supervision of the school principal or designee in charge of the facility in which the machine is located. That administrator shall be responsible to supervise the machine in compliance with this policy and any applicable laws.
- B. The items to be dispensed from a vending machine located in a school facility shall be approved by the principal or designee in charge of that facility. All food, beverages, or other items approved shall be appropriate to the school setting. Machines dispensing cigarettes or tobacco products are not authorized under any circumstances. In the event a written complaint is filed with the superintendent regarding the approval or disapproval of any item, the school board, after proper review, shall make the final determination.
- C. Vending machines may be approved that will dispense items only during certain hours, through the use of timers or otherwise. Vending machines should not be operated in competition with the school cafeteria or food service. The principal or designee in charge of the school facility may regulate the hours of operation of

any machine.

- D. Vending machines shall be located to meet any applicable building, fire, or life/safety codes and to provide convenience of operation, accessibility, and ease of maintenance. The principal or designee in charge of the facility shall review the location of each machine with appropriate maintenance and food service staff.

## **V. CONTRACT APPROVAL**

- A. All contracts for the purchase or rental of vending machines shall be considered by the superintendent or designee on a facility-by-facility basis.
- B. If it is estimated that the aggregate receipts from all vending machines located in a school facility will be \$50,000 or more in a fiscal year, the contract for any vending machine in that facility must be awarded after the receipt of sealed bids and compliance with Minn. Stat. § 123B.52.
- C. Any bid or quotation must specify all commissions to be paid from the machine and any other noncommission amounts to be paid as a result of the award of the contract. The noncommission amounts include, but are not limited to, cash payments, in-kind payments, equipment donations, scholarship contributions, bonus payments, or other payments or contributions of any kind or nature. The noncommission amounts shall be reduced to a cash equivalency and shall be specified on the bid or quotation as an additional amount to be paid for the award of the contract.
- D. If a contract contains a provision allowing exclusivity, such as all machines in the building carrying only a certain manufacturer's brand of pop, that provision must be reviewed by the administration prior to requesting bids or quotations to ensure that it does not conflict with other contracts of the school district.
- E. All contracts for vending machines must be approved by the superintendent or designee. Any contract not made in compliance with this policy shall be void. Any district employee signing an unauthorized contract may be subject to personal liability thereon and may be disciplined for said action.
- F. All vending machines are to be installed at the expense of the facility in which located. All financial responsibility for the maintenance and repair of machines shall remain with the individual facility in which located to the extent not addressed in the contract.
- G. No teacher, administrator, school district employee, or school board member shall be interested, directly or indirectly, in a vending machine contract with the school district or personally benefit financially therefrom.

## **VI. ACCOUNTING**

- A. Proceeds from vending machine sales and contracts shall be under the control of

the school board, shall be accounted for in one of the regular school district funds, and must be accounted for and reported in compliance with UFARS.

- B. An amount equal to the amount of the proceeds from the machines in each facility shall be included in the budget of the facility in which the proceeds are generated. That amount may be expended in accordance with established expenditure procedures.
- C. Pursuant to the vending machine contract or otherwise, proper auditing and inventory control procedures shall be established to ensure that commissions are being correctly calculated and paid.

***Legal References:*** Minn. Stat. § 123B.20 (Dealing in Supplies)  
Minn. Stat. § 123B.52 (Contracts)  
Minn. Stat. § 471.345 (Contracts)  
Minn. Stat. § 471.87 (Conflict of Interest)

***Cross References:*** Burnsville-Eagan-Savage School District Policy 210 (Conflict of Interest – School Board Members)  
Burnsville-Eagan-Savage School District Policy 702 (Accounting)

Descriptor Term: **Vending Machine Receipts**  
Descriptor Code: **DFF**  
Issued Date: **1/05**  
Reviewed Date:  
Revised Date:  
Rescinds:

The placement of vending machines in school facilities must be approved by the school board. All vending machine contracts are to be reviewed by the Business Office. The contract, contract award, selection of items to be sold and handling of receipts must adhere to the provisions of this policy and applicable state laws.

Descriptor Term: **Vending Machine Receipts**  
Descriptor Code: **DFF-R**  
Issued Date: **1/05**  
Reviewed Date:  
Revised Date:  
Rescinds:

## I. PURPOSE

The purpose of this regulation is to establish procedures to govern vending machines installed in school facilities in the school district.

## II. GENERAL STATEMENT OF POLICY

It is the policy of the school district to contract for, supervise, maintain and account for the proceeds from vending machines located in school facilities in a manner that is fair, that maximizes the revenues from those machines, that allows those revenues to be included in the budget of the facility in which they are generated, and that establishes controls to avoid fraud, theft or the appearance of impropriety. This policy applies to vending machines available to students or other users of school facilities. This policy does not apply to vending machines in staff lounges that are contracted for by staff committees and are used exclusively by employees.

## III. AUTHORIZATION

Vending machines for the dispensing of food, beverages or other approved items are authorized in any school facility in the school district provided that all contracts for such vending machines must be approved by the school board as provided in this policy.

## IV. SUPERVISION; APPROVAL; LOCATION

A. All vending machines shall be under the supervision of the school principal or other person in charge of the facility in which the machine is located. That administrator shall be responsible to supervise the machine in compliance with this policy and any applicable laws.

B. The items to be dispensed from a vending machine located in a school facility shall be approved by the principal or other person in charge of that facility. All food, beverages or other items approved shall be appropriate to the school setting. Machines dispensing cigarettes or tobacco products are not authorized under any circumstances. In the event a written complaint is filed with the superintendent regarding the approval or disapproval of any item, the school board, after proper review, shall make the final determination.

C. Vending machines may be approved that will dispense items only during certain hours, through the use of timers or otherwise. Vending machines should not be operated in competition with the school cafeteria or food service. The principal or other person in charge of the school facility may regulate the hours of operation of any machine.

D. Vending machines shall be located to meet any applicable building, fire or life/safety codes and to provide convenience of operation, accessibility and ease of maintenance. The principal or other person in charge of the facility shall review the location of each machine with appropriate maintenance and food service staff.

## V. CONTRACT

- A. All contracts for the purchase or rental of vending machines shall be considered by the school board on.
- B. If it is estimated that the annual aggregate receipts resulting from a vending machine contract will exceed \$50,000, the contract must be awarded pursuant to the uniform municipal contracting law.
- C. Any bid or quotation must specify all commissions to be paid from the machine and any other noncommission amounts to be paid as a result of the award of the contract. The noncommission amounts include, but are not limited to, cash payments, in-kind payments, equipment donations, scholarship contributions, bonus payments, or other payments or contributions of any kind or nature. The noncommission amounts shall be reduced to cash equivalency and shall be specified on the bid or quotation as an additional amount to be paid for the award of the contract.
- D. If a contract contains a provision allowing exclusivity, such as all machines in the building carrying only a certain manufacturer's brand of merchandise, that provision must be reviewed by the administration prior to requesting bids or quotations to ensure that it does not conflict with other contracts of the school district.
- E. All contracts for vending machines must be approved by the school board. Any contract not made in compliance with this policy shall be void. Any district employee signing an unauthorized contract may be subject to personal liability and may be disciplined for said action.
- F. All vending machines are to be installed at the expense of the facility in which located. All financial responsibility for the maintenance and repair of machines shall remain with the individual facility in which located to the extent not addressed in the contract.
- G. No teacher, administrator, school district employee or school board member shall be interested, directly or indirectly, in a vending machine contract with the school district or personally benefit financially there from.

## VI. ACCOUNTING

- A. Proceeds from vending machine sales and contracts shall be under the control of the school board, shall be accounted for in one of the regular school district funds, and must be accounted for and reported in compliance with UFARS.
- B. An amount equal to the amount of the proceeds from the machines in each facility shall be included in the budget of the facility in which the proceeds are generated. That amount may be expended in accordance with established expenditure procedures.
- C. Pursuant to the vending machine contracts or otherwise, proper auditing and inventory control and cash handling procedures shall be established to ensure that commissions are being correctly calculated and paid. The preferred method of contracting for vending machines is on a full-service, commission basis to avoid the need for District personnel to handle inventories, cash and deposits.

### Legal References:

- Minn. Stat. § 123B.52 (Contracts)
- Minn. Stat. § 123B.20 (Dealing in Supplies)
- Minn. Stat. § 471.345 (Contracts)
- Minn. Stat. § 471.87 (Conflict of Interest)

*Adopted:* 11/2003  
*Reviewed:* 6/11/2015, 4/28/2016  
*Revised:* 6/25/2015, 5/12/2016  
*Rescinds:* BF

*Burnsville-Eagan-Savage School District Policy 208*

**208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES**

**I. PURPOSE**

The purpose of this policy is to emphasize the importance of the policy-making role of the school board and provide the means for it to continue to be an ongoing effort.

**II. GENERAL STATEMENT OF POLICY**

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, efficient, and consistent manner. A set of written policy statements shall be maintained and modified as needed. Policies should define the desire and intent of the school board and should be in a form which is sufficiently explicit to guide administrative action.

**III. DEVELOPMENT OF POLICY**

- A. The school board has jurisdiction to legislate policy for the school district with the force and effect of law. School board policy provides the general direction as to what the school board wishes to accomplish while delegating implementation of policy to the administration.
- B. The school board's written policies provide guidelines and goals to the school community. The policies shall be the basis for the formulation of guidelines and directives by the administration.
- C. Policies may be proposed by a school board member, employee, student or resident of the school district. Proposed policies or ideas shall be submitted to the superintendent for review by the Policy Review Committee prior to possible placement on the school board agenda.

**IV. ADOPTION OF POLICY**

- A. The school board shall give notice of proposed policy changes or adoption of new policies or repeal of existing policies by placing the item on the agenda of two regularly scheduled school board meetings. The proposals shall be distributed and public comment will be allowed at listening sessions prior to final school board action.
- B. The final action taken to adopt the proposed policy or repeal an existing policy shall be approved by a simple majority vote of the school board at a subsequent

meeting after the meetings at which public input was received. The adopted policy will be effective on the later of the date of passage or the date stated in the motion. A repealed policy will no longer be in effect on the later of the date of board action or the date stated in the motion.

- C. In the case of an emergency, a new or modified policy may be adopted or repealed by a majority vote of a quorum of the school board. A statement regarding the emergency and the need for immediate adoption or repeal of the policy shall be included in the minutes. The emergency action shall expire within one year following the emergency action unless the policy adoption or repeal procedure stated above is followed and the policy adoption or repeal is reaffirmed. The school board shall have discretion to determine what constitutes an emergency situation.
- D. If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

## **V. IMPLEMENTATION OF POLICY**

- A. The superintendent shall be responsible for implementing school board policies, other than the policies that cover how the school board will operate. The superintendent or designee shall develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. Employee and student handbooks shall be subject to annual review and approval by the school board.
- B. Policies adopted by the school board shall be posted to the school district's website using the codification system and format approved by the school board.
- C. The superintendent and designees are responsible to keep the digital policies current: <http://www.isd191.org/about-us/district-policies>.
- D. The school board shall review policies at least once every five years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one-fifth of the policies annually. In addition, the school board shall review the following policies annually: 410 Family and Medical Leave Policy; 413 Harassment and Violence; 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse; 415 Mandated Reporting of Maltreatment of Vulnerable Adults; 506 Student Discipline; 514 Bullying Prohibition Policy; 522 Student Sex Nondiscrimination; 524 Internet Acceptable Use and Safety Policy; 616 School District System Accountability; 806 Emergency Operations Policy; and 208 Development, Adoption, and Implementation of Policies.
- E. When no school board policy exists to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping

in mind the educational philosophy and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the action taken, the need for a policy, and will present a recommended policy to the school board for approval.

## VI. RESPONSIBILITIES

- A. Board Members—Discharge their governance responsibility through the adoption of policies that establish the focus, criteria, and parameters for decision-making by school district staff to ensure decisions made are congruent with school district goals and priorities.
- B. Board Policy Review Committee—Reviews recommended policies, prior to submitting to the full board for consideration, to ensure policies are within the scope of the school board’s authority and support the school district’s mission, vision, core values, and strategic direction.
- C. District Administrators—Are responsible for informing their subordinates of existing policies and administrative regulations and ensuring that all policies and regulations are implemented with fidelity.
- D. Staff—Are responsible for implementing all school board policies and administrative regulations with fidelity.
- E. Superintendent—Periodically reviews and evaluates all current policies, keeping the school board apprised of the need to revise or repeal existing policies or adopt new policies.

***Legal References:*** Minn. Stat. § 123B.02, Subd. 1 (School District Powers)  
Minn. Stat. § 123B.09, Subd. 1 (School Board Powers)

***Cross References:*** Burnsville-Eagan-Savage School District Policy 305 (Policy Implementation)

*Adopted: 4/2001*  
*Reviewed: 1/11, 4/28/2016*  
*Revised: 6/2014, 5/12/2016*  
*Rescinds: GBEAC*

*Burnsville-Eagan-Savage School District Policy 410*

## **410 FAMILY AND MEDICAL LEAVE POLICY**

### **I. PURPOSE**

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

### **II. GENERAL STATEMENT OF POLICY**

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

### **III. DEFINITIONS**

A. “Covered active duty” means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 U.S.C. § 101(a)(13)(B).

B. “Covered servicemember” means:

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

- C. “Eligible employee” means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee’s pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee’s fulfillment of his or her USERRA-covered service obligation or a written agreement, including a collective bargaining agreement, exists concerning the school district’s intention to rehire the employee after the break in service.
- D. “Military caregiver leave” means leave taken to care for a covered servicemember with a serious injury or illness.
- E. “Next of kin of a covered servicemember” means the nearest blood relative other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin.
- F. “Outpatient status” means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
1. a military medical treatment facility as an outpatient; or
  2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- G. “Qualifying exigency” means a situation where the eligible employee seeks leave for one or more of the following reasons:

1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
  2. to attend military events and related activities of a covered military member;
  3. to address issues related to childcare and school activities of a covered military member's child;
  4. to address financial and legal arrangements for a covered military member;
  5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
  6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
  7. to attend post-deployment activities related to a covered military member;
  8. to address parental care needs; and
  9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
1. inpatient care in a hospital, hospice, or residential medical care facility; or
  2. continuing treatment by a health care provider.
- I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- J. "Veteran" has the meaning given in 38 U.S.C. § 101.

#### **IV. LEAVE ENTITLEMENT**

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
  - a. birth of the employee's child and to care for such child;
  - b. placement of an adopted or foster child with the employee;
  - c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
  - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
  - e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.
2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.
3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
  - a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

- b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:
  - (i) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
  - (ii) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
  - (iii) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
  - (iv) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
- 6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.
- 7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis,

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

8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely

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

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

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

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

B. Twelve-week Leave under State Law

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

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

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

**V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES**

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the work days in the leave period may be required to:
  - 1. take leave for the entire period or periods of the planned medical treatment; or
  - 2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
  - 1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
  - 2. If the employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
  - 3. If the employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, school district may require the employee to continue taking leave until the end of the semester.
- D. The entire period of leave taken under the special rules will be counted as leave. The school district will continue to fulfill the school district's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

## **VI. OTHER**

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable

regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

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

## **VII. DISSEMINATION OF POLICY**

- A. This policy shall be conspicuously posted in each school district building in areas accessible to employees.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

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

***Cross References:*** MSBA Service Manual, Chapter 13, School Law Bulletin “M” (Statutory Provisions Which Grant Leaves to Licensed as well as Non-Licensed School District Employees – Family and Medical Leave Act Summary)

*Adopted:* 7/2001  
*Reviewed:* 8/13/2015, 4/28/2016  
*Revised:* 9/10/2015, 5/12/2016  
*Rescinds:* GBHA

*Burnsville-Eagan-Savage School District Policy 414*

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

**I. PURPOSE**

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

**II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school district is to fully comply with Minn. Stat. § 626.556 requiring school personnel to report suspected child neglect or physical or sexual abuse.
- B. A violation of this policy occurs when any school personnel fails to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

**III. DEFINITIONS**

- A. “Accidental” means a sudden, not reasonably foreseeable, and unexpected occurrence or event which:
  - 1. is not likely to occur and could not have been prevented by exercise of due care; and
  - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. “Child” means one under age 18 and, for purposes of Minn. Stat. Ch. 260C (Child Protection) and Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18).
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.

- D. “Mandated reporter” means any school personnel who knows or has reason to believe a child is being neglected or physically or sexually abused, or has been neglected or physically or sexually abused within the preceding three years.
- E. “Neglect” means the commission or omission of any of the acts specified below, other than by accidental means:
1. failure by a person responsible for a child’s care to supply a child with necessary food, clothing, shelter, health, medical, or other care required for the child’s physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
  2. failure to protect a child from conditions or actions that seriously endanger the child’s physical or mental health when reasonably able to do so;
  3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors such as the child’s age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for his or her own basic needs or safety or the basic needs or safety of another child in his or her care;
  4. failure to ensure that a child is educated in accordance with state law, which does not include a parent’s refusal to provide his or her child with sympathomimetic medications;
  5. prenatal exposure to a controlled substance used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child’s birth, or medical effects or developmental delays during the child’s first year of life that medically indicate prenatal exposure to a controlled substance or the presence of a fetal alcohol spectrum disorder;
  6. medical neglect as defined by Minn. Stat. § 260C.007, Subd. 4, Clause (5);
  7. chronic and severe use of alcohol or a controlled substance by a parent or person responsible for the care of the child that adversely affects the child’s basic needs and safety; or
  8. emotional harm from a pattern of behavior which contributes to impaired emotional functioning of the child which may be demonstrated by a substantial and observable effect in the child’s behavior, emotional response, or cognition that is not within the normal range for the child’s age and stage of development, with due regard to the child’s culture.

Neglect does not include spiritual means or prayer for treatment or care of disease where the person responsible for the child’s care in good faith has selected and

depended on those means for treatment or care of disease, except where the lack of medical care may cause serious danger to the child's health.

- F. "Nonmaltreatment mistake" means: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minn. Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minn. Rules Ch. 9503.
- G. "Physical abuse" means any physical injury, mental injury, or threatened injury, inflicted by a person responsible for the child's care other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minn. Stat. § 125A.0942 or § 245.825.

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

Actions which are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions which result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, Subd. 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances which were not prescribed for the child by a practitioner, in order to control or punish the child, or giving the child other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (9) unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379 including, but not limited to, tying, caging, or chaining; or (10) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minn. Stat. § 121A.58.

- H. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to

this section that describes neglect or physical or sexual abuse of a child and contains sufficient content to identify the child and any person believed to be responsible for the neglect or abuse, if known.

- I. “School personnel” means professional employee or professional’s delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.
- J. “Sexual abuse” means the subjection of a child by a person responsible for the child’s care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a position of authority (as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration as well as sexual contact. Sexual abuse also includes any act involving a minor which constitutes a violation of Minnesota statutes prohibiting prostitution, or use of a minor in a sexual performance. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation which requires registration under Minn. Stat. § 243.166, Subd. 1b(a) or (b) (Registration of Predatory Offenders).
- K. “Mental injury” means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child’s ability to function within a normal range of performance and behavior with due regard to the child’s culture.
- L. “Person responsible for the child’s care” means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employees or agents, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- M. “Threatened injury” means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child’s care who has subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.

#### **IV. REPORTING PROCEDURES**

- A. A mandated reporter as defined herein shall immediately report the neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened within the preceding three years to the local welfare agency, police department, county sheriff, tribal social services, or tribal police

department. The reporter will include his or her name and address in the report.

- B. If the immediate report has been made orally, by telephone or otherwise, the oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assisting or investigating maltreatment. The written report shall identify the child, any person believed to be responsible for the abuse or neglect of the child if the person is known, the nature and extent of the abuse or neglect and the name and address of the reporter.
- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred and may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- G. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school.
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, and the reckless making of a false report may result in discipline. The court may also award attorney's fees.

## **V. INVESTIGATION**

- A. The responsibility for investigating reports of suspected neglect or physical or sexual abuse rests with the appropriate county, state, or local agency or agencies. The agency responsible for assessing or investigating reports of child maltreatment has the authority to interview the child, the person or persons responsible for the

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

- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property will be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.
- C. Except where the alleged perpetrator is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.
- D. Where the alleged perpetrator is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

## **VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE**

- A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name

of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.

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

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

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

## **VIII. DISSEMINATION OF POLICY AND TRAINING**

- A. This policy shall appear on the district website.
- B. The school district will develop a method of discussing this policy with school personnel.
- C. This policy shall be reviewed at least annually for compliance with state law.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 121A.58 (Corporal Punishment)  
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)  
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)  
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)  
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)  
Minn. Stat. § 260C.007, Subd. 4, Clause (5) (Child in Need of Protection)  
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)  
Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)  
Minn. Stat. § 609.02, Subd. 6 (Definitions – Dangerous Weapon)  
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)  
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)  
Minn. Stat. § 609.379 (Reasonable Force)  
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)  
Minn. Stat. § 626.5561 (Reporting of Prenatal Exposure to Controlled Substances)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

**Cross References:** Burnsville-Eagan-Savage School District Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)

*Adopted:* 7/2001  
*Reviewed:* 8/13/2015, 4/28/2016  
*Revised:* 9/10/2015, 5/12/2016  
*Rescinds:* GBHAB

*Burnsville-Eagan-Savage School District Policy 415*

**415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS**

**I. PURPOSE**

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected maltreatment of vulnerable adults.

**II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school district is to fully comply with Minn. Stat. § 626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.
- B. A violation of this policy occurs when any school personnel fails to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

**III. DEFINITIONS**

- A. “Mandated Reporters” means any school personnel who have reason to believe that a vulnerable adult is being or has been maltreated.
- B. “Maltreatment” means the neglect, abuse, or financial exploitation of a vulnerable adult.
- C. “Neglect” means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult’s physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct. Neglect also includes the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult’s health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 17.
- D. “Abuse” means: (a) An act against a vulnerable adult that constitutes a violation of,

an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction. (b) Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825. (c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. (d) The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another. Abuse does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 2.

- E. "Financial Exploitation" means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion, or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.
- F. "Vulnerable Adult" means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services required to be licensed under Minn. Stat. Ch. 245A, except as excluded under Minn. Stat. § 626.5572, Subd. 21(a)(2); (3) receives services from a licensed home care provider or person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program; or (4) regardless of residence or type of service received possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual's ability to adequately provide the person's own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to

protect the individual's self from maltreatment.

- G. "Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.
- H. "School Personnel" means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.
- I. "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.

#### **IV. REPORTING PROCEDURES**

- A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the common entry point responsible for receiving reports.
- B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.
- C. The reporter shall to the extent possible identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident, and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose not public data as defined under Minn. Stat. § 13.02 to the extent necessary to comply with the above reporting requirements.
- D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting, or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.
- E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against vulnerable adult who is named in a report is prohibited.
- F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive

damages set by the court or jury. The intentional making of a false report may result in discipline.

## **V. INVESTIGATION**

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult rests with the entity designated by the county for receiving reports.

## **VI. DISSEMINATION OF POLICY AND TRAINING**

- A. This policy shall appear in school personnel handbooks where appropriate.
- B. The school district will develop a method of discussing this policy with employees where appropriate.
- C. This policy shall be reviewed at least annually for compliance with state law.

**Legal References:** Minn. Stat. § 13.02 (Collection, Security, and Dissemination of Records; Definitions)  
Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)  
Minn. Stat. §§ 609.221-609.224 (Assault)  
Minn. Stat. § 609.234 (Crimes Against the Person)  
Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)  
Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)  
Minn. Stat. § 609.341 (Definitions)  
Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)  
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)  
Minn. Stat. § 626.5572 (Definitions)  
*In re Kleven*, 736 N.W.2d 707 (Minn. App. 2007)

**Cross References:** Burnsville-Eagan-Savage School District Policy 103 (Complaints – Students, Employees, Parents, Other Persons)  
Burnsville-Eagan-Savage School District Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)  
Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
Burnsville-Eagan-Savage School District Policy 406 (Public and Private Personnel Data)  
Burnsville-Eagan-Savage School District Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

*Adopted: 03/06*  
*Reviewed: 10/11, 4/28/2016*  
*Revised: 11/11, 6/14, 5/12/2016*  
*Rescinds: ACD-JBD, JBD-ACD*

## **514 BULLYING PROHIBITION POLICY**

### **I. PURPOSE**

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. 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, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for 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, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

### **II. GENERAL STATEMENT OF POLICY**

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.

- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy. The school district may take into account the following factors:
  - 1. The developmental ages and maturity levels of the parties involved;
  - 2. The levels 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 commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

- G. The school district will act to investigate all complaints of bullying reported to the school district 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.

### **III. DEFINITIONS**

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

- A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is

objectively offensive and:

1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying as defined in this policy.

- B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that does the following:
1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;
  2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
  3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. "On school premises, on school district property, at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other

vehicles approved for school district purposes, the area of entrance or departure from school 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.

- F. "Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.
- G. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- H. "Student" means a student enrolled in a public school or a charter school.

#### **IV. REPORTING PROCEDURE**

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in 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 the "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct 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.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.
- E. Reports of bullying or other prohibited conduct 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 building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, 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**

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, 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 conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. 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; the student discipline policy and other applicable school district policies; and applicable regulations.

- E. 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 who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

## **VI. RETALIATION OR 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 commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

## **VII. TRAINING AND EDUCATION**

- A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school

personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.

- B. The school district shall require ongoing professional development, consistent with Minn. Stat. § 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:
  - 1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
  - 2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
  - 3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
  - 4. The incidence and nature of cyberbullying; and
  - 5. Internet safety and cyberbullying.
- C. 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 and other prohibited conduct.
- D. 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 target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce

discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
  2. Partner with parents and other community members to develop and implement prevention and intervention programs;
  3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
  4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
  5. Teach students to advocate for themselves and others;
  6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
  7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or 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.
- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy in the student handbook.

## **VIII. NOTICE**

- A. 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 handbook.
- B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.
- C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the

school district.

- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

## **IX. POLICY REVIEW**

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minn. Stat. § 121A.031 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

***Legal References:*** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definition of Public School)  
Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)  
Minn. Stat. § 121A.031 (School Student Bullying Policy)  
Minn. Stat. § 121A.0311 (Notice of Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.69 (Hazing Policy)  
Minn. Stat. § Ch. 124E (Charter School)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)  
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

***Cross References:*** Burnsville-Eagan-Savage Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
Burnsville-Eagan-Savage Policy 413 (Harassment and Violence)  
Burnsville-Eagan-Savage Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
Burnsville-Eagan-Savage Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
Burnsville-Eagan-Savage Policy 423 (Employee-Student Relationships)  
Burnsville-Eagan-Savage Policy 501 (School Weapons Policy)  
Burnsville-Eagan-Savage Policy 506 (Student Discipline)

Burnsville-Eagan-Savage Policy 507 (Corporal Punishment)  
Burnsville-Eagan-Savage Policy 515 (Protection and Privacy of Pupil  
Records)  
Burnsville-Eagan-Savage Policy 521 (Student Disability  
Nondiscrimination)  
Burnsville-Eagan-Savage Policy 522 (Student Sex Nondiscrimination)  
Burnsville-Eagan-Savage Policy 524 (Internet Acceptable Use and Safety  
Policy)  
Burnsville-Eagan-Savage Policy 525 (Violence Prevention)  
Burnsville-Eagan-Savage Policy 526 (Hazing Prohibition)  
Burnsville-Eagan-Savage Policy 529 (Staff Notification of Violent  
Behavior by Students)  
Burnsville-Eagan-Savage Policy 709 (Student Transportation Safety  
Policy)  
Burnsville-Eagan-Savage Policy 711 (Video Recording on School Buses)  
Burnsville-Eagan-Savage Policy 712 (Video Surveillance Other Than on  
Buses)



**Agenda II.B.5.  
May 12, 2016**

**To: Members, Board of Education  
Superintendent Gothard**

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

**Date: May 12, 2016**

**Re: Change Orders #109, #117, #119, 120, #121, #123 and #124 for the 2015 Additions and Alterations to Burnsville High School**

RECOMMENDATION: That the Board of Education approve change orders #109, #117, #119, 120, #121, #123 and #124 for the 2015 Additions and Alterations to Burnsville High School.

On May 28<sup>th</sup>, 2015 the school board awarded contracts for bid package #1, on June 25, 2015 the school board awarded one contract for bid package #2, on August 13, 2015 the school board awarded contracts for bid package #3 and on October 22, November 5, November 19 and December 17, 2015 school board awarded contracts for bid package #4 for the 2015 Additions and Alterations to the Burnsville High School.

Change order #109 for contract #2202 (Klamm Mechanical Contractors, Inc.) is in the amount of \$1,170.00. The added cost to this contract was to raise AHU-11 to make room for the entry into the new activity center building addition. This work was scheduled to be done by El-Jay Plumbing & Heating, Inc. but did not happen. There was a credit in the amount of \$1170.00 on the last approved change order.

Change order #117 for contract #2300 (Klamm Mechanical Contractors, Inc.) is in the amount of \$6,487.00. The added cost to this contract was to add a new fire sprinkler riser to separate the Warehouse from the Annex so that if a sprinkler was to go off the alarm company would know which building to send the fire department to.

Change order #119 for contract #0330 (Northland Concrete & Masonry, LLC) is in the amount of \$15,907.00. Added costs to this contract were a combination of adding sidewalks and new slab for the new ticket booth on the east side of the football field, forming of concrete stairs and Dowling the garage ramp on the Westside addition, an extension to the concrete stoop at the new toilet facilities on the west side of the football field and unloading heater units.



Change order #120 for contract #0750 (Palmer West Construction Company, Inc.) is in the amount of \$8,275.00. The additional costs are adding tapered insulation to the roof on the Westside addition and adding three roof curbs on the Westside addition to accommodate two gravity hoods and air handling unit E4.

Change order #0980M for contract #0980M (Haldeman-Homme Inc.) is in the amount of \$2,678.00. The cost increase to this contract is to change 45 faucets in the science wing from a mixing faucet to a hot and cold type faucet. Other costs are to change 8 bench pedestals from a painted metal to stainless steel in the locker room area.

Change order #123 for contract #2302 (Thelen Heating & Roofing, Inc.) is in the amount of \$10,453.00. Additional ductwork, dampers and registers for the Westside addition and added smoke fire dampers and duct detectors to meet code and floor and roof penetrations made to accommodate a new condensate hood in the concessions room in the activity center were the reasons for the additional costs to this contract.

Change order #124 for contract #0610 (George F. Cook Construction Co.) is in the amount of \$25,193.00. The majority of the cost increase on this change order is a result of a change in how the floor demolition took place in area 7 to make way for the new entry into the activity center. Other costs were changes to cabinets, marker boards and tackboards in various classrooms.

To date total change orders in amount of \$1,087,403.00 to the 45 original contract amounts of \$37,734,946.00 brings the total contracts with change orders to \$38,822,349.00. This represents change orders of 2.88% of original bid amounts.

The items on these change orders have been reviewed and validated by ATS&R Architects and Engineers and WENCK Construction Inc.

# CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

APR 11 2016

APR 19 2016

(Instructions on reverse side)

OWNER	<input checked="" type="checkbox"/>	PCO # 109
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>	
ARCHITECT	<input checked="" type="checkbox"/>	
CONTRACTOR	<input checked="" type="checkbox"/>	
FIELD	<input type="checkbox"/>	
OTHER	<input type="checkbox"/>	

PROJECT: <i>(Name and address)</i>	2015 ADDITIONS & ALTERATIONS TO BURNSVILLE HIGH SCHOOL BP #3 600 EAST HIGHWAY 13 BURNSVILLE, MINNESOTA 55337	CHANGE ORDER NO.:	2202.005
TO CONTRACTOR: <i>(Name and address)</i>	KLAMM MECHANICAL CONTRACTORS, INC. 12409 COUNTY ROAD 11 BURNSVILLE, MINNESOTA 55337	INITIATION DATE:	03/07/16
		PROJECT NOS.:	301504.01
		CONTRACT FOR:	<u>Contract #2202</u> Underground Mechanical
		CONTRACT DATE:	8/13/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

# RECEIVED

APR 15 2016

ARMSTRONG, TORSETH  
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) ( <del>Contract Maximum Price</del> ) was .....	\$	872,000.00
Net change by previously authorized Change Orders .....	\$	36,085.00
The (Contract Sum) ( <del>Contract Maximum Price</del> ) prior to this Change Order was .....	\$	908,085.00
The (Contract Sum) ( <del>Contract Maximum Price</del> ) will be (increased) (decreased) (unchanged) by this Change Order .....	\$	1,178.00
The new (Contract Sum) ( <del>Contract Maximum Price</del> ) including this Change Order will be ...	\$	909,263.00
The Contract Time will be (increased) (decreased) (unchanged) by .....	zero	( -0- ) days
The date of Substantial Completion as of the date of this Change Order therefore is .....		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.  
CONSTRUCTION MANAGER  
7500 Olson Memorial Hwy, Golden Valley, MN 55427  
ADDRESS  
BY *[Signature]* DATE 4/11/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT  
ARCHITECT  
8501 Golden Valley Road, Ste. 300, Mpls., MN 55427  
ADDRESS  
BY *[Signature]* DATE 4/18/16

KLAMM MECHANICAL CONTRACTORS, INC.  
CONTRACTOR  
12409 County Road 11, Burnsville, MN 55337  
ADDRESS  
BY *[Signature]* DATE 4/7/16

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS  
OWNER  
100 River Ridge Court, Burnsville, MN 55337  
ADDRESS  
BY \_\_\_\_\_ DATE \_\_\_\_\_



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# Change Order

Burnsville High School

Project # 30150401

Tel: 952-707-2000 Fax: 952-707-2102

Date: 3/7/2016

**Contractor:**

Klamm Mechanical Contractors, Inc.  
12409 County Road 11  
Burnsville, MN 55337

**Architect's Project No:**

**Contract Date:**

**Contract Number: 2202**

**Change Order Number: 005**

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
RCO-084	001	Adding piping, valves, and caps associated with the raising of AHU-11 done for El-Jay.	1,178

The original Contract (s) Value was.....	872,000
Sum of changes by prior Change Orders.....	36,085
The Contract Value prior to this Change Order was.....	908,085
The Contract Value will be changed by this Change Order in the amount of.....	1,178
The new Contract Value including this Change Order will be.....	909,263
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

# CHANGE ORDER

## CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

APR 11 2016

APR 19 2016

OWNER	<input checked="" type="checkbox"/>	PCO # 117
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>	
ARCHITECT	<input checked="" type="checkbox"/>	
CONTRACTOR	<input checked="" type="checkbox"/>	
FIELD	<input type="checkbox"/>	
OTHER	<input type="checkbox"/>	

(Instructions on reverse side)

PROJECT: <i>(Name and address)</i>	2015 ADDITIONS & ALTERATIONS TO BURNSVILLE HIGH SCHOOL BP #1 600 EAST HIGHWAY 13 BURNSVILLE, MINNESOTA 55337	CHANGE ORDER NO.:	2300.009
TO CONTRACTOR: <i>(Name and address)</i>	KLAMM MECHANICAL CONTRACTORS, INC. 12409 COUNTY ROAD 11 BURNSVILLE, MINNESOTA 55337	INITIATION DATE:	03/23/16
		PROJECT NOS.:	301504.01
		CONTRACT FOR:	<u>Contract #2300</u> Mechanical
		CONTRACT DATE:	5/28/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

# RECEIVED

APR 15 2016

ARMSTRONG, TORSETH  
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) ( <del>Contract Maximum Price</del> ) was .....	\$	900,000.00
Net change by previously authorized Change Orders .....	\$	41,134.00
The (Contract Sum) ( <del>Contract Maximum Price</del> ) prior to this Change Order was .....	\$	941,134.00
The (Contract Sum) ( <del>Contract Maximum Price</del> ) will be (increased) ( <del>decreased</del> ) ( <del>unchanged</del> ) by this Change Order .....	\$	6,487.00
The new (Contract Sum) ( <del>Contract Maximum Price</del> ) including this Change Order will be ...	\$	947,621.00
The Contract Time will be ( <del>increased</del> ) ( <del>decreased</del> ) (unchanged) by .....	zero	( -0- ) days
The date of Substantial Completion as of the date of this Change Order therefore is .....		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

### WENCK CONSTRUCTION INC.

CONSTRUCTION MANAGER  
7500 Olson Memorial Hwy, Golden Valley, MN 55427

ADDRESS *[Signature]* 4/14/16  
BY DATE

### ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT

ARCHITECT  
8501 Golden Valley Road, Ste. 300, Mpls., MN 55427

ADDRESS *[Signature]* 4/18/16  
BY DATE

### KLAMM MECHANICAL CONTRACTORS, INC.

CONTRACTOR  
12409 County Road 11, Burnsville, MN 55337

ADDRESS *[Signature]* 4/7/16  
BY DATE

### BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

OWNER  
100 River Ridge Court, Burnsville, MN 55337

ADDRESS  
BY DATE



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# Change Order

**Burnsville High School**

**Project # 30150401**

Tel: 952-707-2000 Fax: 952-707-2102

**Date: 3/23/2016**

**Contractor:**

Klamm Mechanical Contractors, Inc.  
 12409 County Road 11  
 Burnsville, MN 55337

**Architect's Project No:**

**Contract Date:**

**Contract Number: 2300**

**Change Order Number: 009**

**The Contract is hereby revised by the following items:**

PCO	Item #	Description	Amount
PR-072	001	Provide new riser and associated fittings per PR 072.	6,487

The original Contract (s) Value was.....	900,000
Sum of changes by prior Change Orders.....	41,134
The Contract Value prior to this Change Order was.....	941,134
The Contract Value will be changed by this Change Order in the amount of.....	6,487
The new Contract Value including this Change Order will be.....	947,621
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

# CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa APR 14 2016

APR 21 2016

(Instructions on reverse side)

OWNER	<input checked="" type="checkbox"/>	PCO # 119
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>	
ARCHITECT	<input checked="" type="checkbox"/>	
CONTRACTOR	<input checked="" type="checkbox"/>	
FIELD	<input type="checkbox"/>	
OTHER	<input type="checkbox"/>	

PROJECT: <i>(Name and address)</i>	2015 ADDITIONS & ALTERATIONS TO BURNSVILLE HIGH SCHOOL BP #3 600 EAST HIGHWAY 13 BURNSVILLE, MINNESOTA 55337	CHANGE ORDER NO.:	0330.009
TO CONTRACTOR: <i>(Name and address)</i>	NORTHLAND CONCRETE & MASONRY COMPANY, LLC 12026 RIVERWOOD DRIVE BURNSVILLE, MINNESOTA 55337	INITIATION DATE:	04/01/16
		PROJECT NOS.:	301504.01
		CONTRACT FOR:	<u>Contract #0330</u> Cast In Place Concrete
		CONTRACT DATE:	8/13/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

# RECEIVED

APR 18 2016

ARMSTRONG, TORSETH  
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) <del>(Guaranteed Maximum Price)</del> was .....	\$	2,617,189.00
Net change by previously authorized Change Orders .....	\$	140,420.00
The (Contract Sum) <del>(Guaranteed Maximum Price)</del> prior to this Change Order was .....	\$	2,757,609.00
The (Contract Sum) <del>(Guaranteed Maximum Price)</del> will be (increased) <del>(decreased)</del> <del>(unchanged)</del> by this Change Order .....	\$	15,907.00
The new (Contract Sum) <del>(Guaranteed Maximum Price)</del> including this Change Order will be .....	\$	2,773,516.00
The Contract Time will be <del>(increased)</del> <del>(decreased)</del> (unchanged) by .....	zero	( -0- ) days
The date of Substantial Completion as of the date of this Change Order therefore is .....		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.  
CONSTRUCTION MANAGER  
7500 Olson Memorial Hwy, Golden Valley, MN 55427  
ADDRESS  
BY *[Signature]* DATE 4/14/16

NORTHLAND CONCRETE & MASONRY COMPANY, LLC  
CONTRACTOR  
12026 Riverwood Drive, Burnsville, MN 55337  
ADDRESS  
BY *[Signature]* DATE 4/11/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT  
ARCHITECT  
8501 Golden Valley Road, Ste. 300, Mpls., MN 55427  
ADDRESS  
BY *[Signature]* DATE 4/20/16

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS  
OWNER  
100 River Ridge Court, Burnsville, MN 55337  
ADDRESS  
BY \_\_\_\_\_ DATE \_\_\_\_\_



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# Change Order

**Burnsville High School**

**Project # 30150401**

Tel: 952-707-2000 Fax: 952-707-2102

**Date: 4/1/2016**

**Contractor:**

Northland Concrete and Masonry Company, LLC  
 12026 Riverwood Drive  
 Burnsville, MN 55337

**Architect's Project No:**

**Contract Date:**

**Contract Number: 0330**

**Change Order Number: 009**

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-039	002	Add sidewalks and new slabs per PR 039.	12,883
PR-052	010	Added costs for forming of concrete stairs, ramps, and doweling per PR 052.	2,494
PR-069	001	Increase stoop size by 1'-4" per PR 069.	249
RCO-097	001	Unload Heater Units for Thelen.	281

The original Contract (s) Value was.....	2,617,189
Sum of changes by prior Change Orders.....	140,420
The Contract Value prior to this Change Order was.....	2,757,609
The Contract Value will be changed by this Change Order in the amount of.....	15,907
The new Contract Value including this Change Order will be.....	2,773,516
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

# CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

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APR 18 2016

APR 25 2016

OWNER  PCO # 120  
 CONSTRUCTION MANAGER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

(Instructions on reverse side)

PROJECT: 2015 ADDITIONS & ALTERATIONS TO  
 (Name and address) BURNSVILLE HIGH SCHOOL BP #4  
 600 EAST HIGHWAY 13  
 BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.: 0750.001

INITIATION DATE: 04/01/16

TO CONTRACTOR: PALMER WEST CONSTRUCTION COMPANY, INC.  
 (Name and address) 14595 JAMES ROAD  
 ROGERS, MINNESOTA 55374

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #0750  
 Roofing & Metal Panels

CONTRACT DATE: 10/22/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

RECEIVED

APR 20 2016

ARMSTRONG, TORSETH  
 SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) ( <del>Contracted Maximum Price</del> ) was .....	\$	1,603,200.00
Net change by previously authorized Change Orders .....	\$	0.00
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) prior to this Change Order was .....	\$	1,603,200.00
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) will be (increased) ( <del>decreased</del> ) ( <u>unchanged</u> ) by this Change Order .....	\$	8,275.00
The new (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) including this Change Order will be ...	\$	1,611,475.00
The Contract Time will be ( <del>increased</del> ) ( <del>decreased</del> ) ( <u>unchanged</u> ) by .....	zero	( -0- ) days
The date of Substantial Completion as of the date of this Change Order therefore is .....		<u>unchanged.</u>

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.  
 CONSTRUCTION MANAGER  
7500 Olson Memorial Hwy, Golden Valley, MN 55427  
 ADDRESS  
 BY [Signature] 4/18/16  
 DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT  
 ARCHITECT  
8501 Golden Valley Road, Ste. 300, Mpls., MN 55427  
 ADDRESS  
 BY [Signature] 4/20/16  
 DATE

PALMER WEST CONSTRUCTION COMPANY, INC.  
 CONTRACTOR  
14595 James Road, Rogers, MN 55374  
 ADDRESS  
 BY [Signature] 4-8-16  
 DATE

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS  
 OWNER  
100 River Ridge Court, Burnsville, MN 55337  
 ADDRESS  
 BY \_\_\_\_\_  
 DATE



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# Change Order

**Burnsville High School**

**Project # 30150401**

Tel: 952-707-2000 Fax: 952-707-2102

**Date: 4/1/2016**

**Contractor:**

Palmer West Construction Co, Inc.  
14595 James Road  
Rogers, MN 55374

**Architect's Project No:**

**Contract Date:**

**Contract Number: 0750**

**Change Order Number: 001**

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-052	005	Additional tapered insulation per PR 052.	5,587
PR-057	003	Add two roof curbs per PR 057.	1,865
PR-061	003	Add 24"x24" roof curb for AHU E4 per PR 061.	823

The original Contract (s) Value was.....	1,603,200
Sum of changes by prior Change Orders.....	0
The Contract Value prior to this Change Order was.....	1,603,200
The Contract Value will be changed by this Change Order in the amount of.....	8,275
The new Contract Value including this Change Order will be.....	1,611,475
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

# CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

APR 18 2016

APR 25 2016

(Instructions on reverse side)

OWNER  PCO # 121  
 CONSTRUCTION MANAGER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

PROJECT: 2015 ADDITIONS & ALTERATIONS TO  
 (Name and address) BURNSVILLE HIGH SCHOOL BP #4  
 600 EAST HIGHWAY 13  
 BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.: 0980M.003

INITIATION DATE: 04/04/16

TO CONTRACTOR: HALDEMAN-HOMME, INC.  
 (Name and address) 430 INDUSTRIAL BOULEVARD  
 MINNEAPOLIS, MINNESOTA 55413

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #0980M  
 Finishes, Specialties  
 & Equipment

CONTRACT DATE: 11/5/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

RECEIVED

APR 20 2016

ARMSTRONG, TORSETH  
 SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) ( <del>814,600.00</del> ) was .....	\$	831,373.00
Net change by previously authorized Change Orders .....	\$	(31,609.00)
The (Contract Sum) ( <del>799,764.00</del> ) prior to this Change Order was .....	\$	799,764.00
The (Contract Sum) ( <del>799,764.00</del> ) will be (increased) ( <del>decreased</del> ) ( <del>unchanged</del> ) by this Change Order .....	\$	2,678.00
The new (Contract Sum) ( <del>802,442.00</del> ) (Guaranteed Maximum Price) including this Change Order will be .....	\$	802,442.00
The Contract Time will be ( <del>increased</del> ) ( <del>decreased</del> ) (unchanged) by .....	zero	( -0- ) days
The date of Substantial Completion as of the date of this Change Order therefore is .....		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.  
 CONSTRUCTION MANAGER  
 7500 Olson Memorial Hwy, Golden Valley, MN 55427  
 ADDRESS *[Signature]*  
 BY *[Signature]* DATE 4/18/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT  
 ARCHITECT  
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427  
 ADDRESS *[Signature]*  
 BY *[Signature]* DATE 4/20/16

HALDEMAN-HOMME, INC.  
 CONTRACTOR  
 430 Industrial Blvd., Minneapolis, MN 55413  
 ADDRESS *[Signature]*  
 BY *[Signature]* DATE 4-14-16

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS  
 OWNER  
 100 River Ridge Court, Burnsville, MN 55337  
 ADDRESS  
 BY \_\_\_\_\_ DATE \_\_\_\_\_



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# Change Order

**Burnsville High School**

**Project # 30150401**

Tel: 952-707-2000 Fax: 952-707-2102

**Date: 4/4/2016**

**Contractor:**

Haldeman-Homme, Inc.  
430 Industrial Boulevard  
Minneapolis, MN 55413

**Architect's Project No:**

**Contract Date:**

**Contract Number: 0980M**

**Change Order Number: 003**

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
RCO-106	001	Change 8 bench pedestals to stainless steel.	174
RCO-106	002	Change 45 faucets to hot/cold per RFI 314.	2,504

The original Contract (s) Value was.....	831,373
Sum of changes by prior Change Orders.....	-31,609
The Contract Value prior to this Change Order was.....	799,764
The Contract Value will be changed by this Change Order in the amount of.....	2,678
The new Contract Value including this Change Order will be.....	802,442
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

# CHANGE ORDER

## CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

APR 14 2016

APR 21 2016

(Instructions on reverse side)

OWNER   
 CONSTRUCTION MANAGER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

PCO # 123

PROJECT: 2015 ADDITIONS & ALTERATIONS TO  
 (Name and address) BURNSVILLE HIGH SCHOOL BP #4  
 600 EAST HIGHWAY 13  
 BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.: 2302.003

INITIATION DATE: 04/04/16

TO CONTRACTOR: THELEN HEATING & ROOFING, INC.  
 (Name and address) 1717 13TH STREET SE  
 BRAINERD, MINNESOTA 56401

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #2302  
 HVAC/Temperature  
 Controls

CONTRACT DATE: 10/22/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work for noted on the attached Page #2

# RECEIVED

APR 18 2016

ARMSTRONG, TORSETH  
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) was .....	\$	2,751,800.00
Net change by previously authorized Change Orders .....	\$	3,585.00
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) prior to this Change Order was .....	\$	2,755,385.00
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) will be (increased) ( <del>decreased</del> ) ( <del>unchanged</del> ) by this Change Order .....	\$	10,453.00
The new (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) including this Change Order will be ...	\$	2,765,838.00
The Contract Time will be (increased) ( <del>decreased</del> ) ( <del>unchanged</del> ) by .....	zero	( -0- ) days
The date of Substantial Completion as of the date of this Change Order therefore is .....		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

### WENCK CONSTRUCTION INC.

CONSTRUCTION MANAGER  
 7500 Olson Memorial Hwy, Golden Valley, MN 55427

ADDRESS *[Signature]*  
 BY *[Signature]* DATE 4/14/16

### THELEN HEATING & ROOFING, INC.

CONTRACTOR  
 1717 13th Street, SE, Brainerd, MN 56401

ADDRESS *[Signature]*  
 BY *[Signature]* DATE 4-8-16

### ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCH.

ARCHITECT  
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427

ADDRESS *[Signature]*  
 BY *[Signature]* DATE 4/20/16

### BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

OWNER  
 100 River Ridge Court, Burnsville, MN 55337

ADDRESS  
 BY  
 DATE



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# Change Order

**Burnsville High School**

**Project # 30150401**

Tel: 952-707-2000 Fax: 952-707-2102

**Date: 4/4/2016**

**Contractor:**

Thelen Heating & Roofing  
1717 - 13th Street SE  
Brainerd, MN 56401

**Architect's Project No:**

**Contract Date:**

**Contract Number: 2302**

**Change Order Number: 003**

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-052	008	Ductwork, Dampers and registers per PR 052.	5,202
PR-056	001	Add dampers and access doors to ducts per PR 056.	3,770
PR-075	003	Roof and floor penetrations per PR 075	1,481

The original Contract (s) Value was.....	2,751,800
Sum of changes by prior Change Orders.....	3,585
The Contract Value prior to this Change Order was.....	2,755,385
The Contract Value will be changed by this Change Order in the amount of.....	10,453
The new Contract Value including this Change Order will be.....	2,765,838
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

# CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

APR 18 2016

APR 25 2016

(Instructions on reverse side)

OWNER  PCO # 124  
 CONSTRUCTION MANAGER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

PROJECT: 2015 ADDITIONS & ALTERATIONS TO  
 (Name and address) BURNSVILLE HIGH SCHOOL BP #4  
 600 EAST HIGHWAY 13  
 BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.: 610.001

INITIATION DATE: 04/04/16

TO CONTRACTOR: GEORGE F COOK CONSTRUCTION CO  
 (Name and address) 2300 NEVADA AVENUE NORTH SUITE 200  
 GOLDEN VALLEY, MINNESOTA 55427

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #0610  
 Selective Demolition  
 /Carpentry

CONTRACT DATE: 10/22/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

RECEIVED

APR 20 2016

ARMSTRONG, TORSETH,  
 SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) was .....	\$	1,443,000.00
Net change by previously authorized Change Orders .....	\$	0.00
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) prior to this Change Order was .....	\$	1,443,000.00
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) will be (increased) ( <del>decreased</del> ) ( <del>unchanged</del> ) by this Change Order .....	\$	25,193.00
The new (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) including this Change Order will be ...	\$	1,468,193.00
The Contract Time will be ( <del>increased</del> ) ( <del>decreased</del> ) (unchanged) by .....	zero	( -0- ) days
The date of Substantial Completion as of the date of this Change Order therefore is .....		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.  
 CONSTRUCTION MANAGER  
 7500 Olson Memorial Hwy, Golden Valley, MN 55427  
 ADDRESS *Lodd*  
 BY *Lodd* DATE 4/19/16

GEORGE F COOK CONSTRUCTION CO  
 CONTRACTOR  
 2300 Nevada Ave. North, Ste 200, Golden Valley, MN 55427  
 ADDRESS *K. L.*  
 BY *K. L.* DATE 4.14.16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT  
 ARCHITECT  
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427  
 ADDRESS *W. J. Rydeen*  
 BY *W. J. Rydeen* DATE 4/20/16

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS  
 OWNER  
 100 River Ridge Court, Burnsville, MN 55337  
 ADDRESS  
 BY DATE



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# Change Order

**Burnsville High School**

**Project # 30150401**

Tel: 952-707-2000 Fax: 952-707-2102

**Date: 4/4/2016**

**Contractor:**

George F. Cook Construction  
 2300 Nevada Avenue North Suite 200  
 Golden Valley, Minnesota 55427

**Architect's Project No:**

**Contract Date:**  
**Contract Number: 0610**  
**Change Order Number: 001**

**The Contract is hereby revised by the following items:**

PCO	Item #	Description	Amount
PR-046	002	Changes to cabinets, markerboard, and tackboards per PR 46.	78
PR-063R2	005	Eliminating sawcutting of wall per PR 063R2.	-147
RCO-087	001	Area 7 Mechanical Room Floor Demolition	25,262

The original Contract (s) Value was.....	1,443,000
Sum of changes by prior Change Orders.....	0
The Contract Value prior to this Change Order was.....	1,443,000
The Contract Value will be changed by this Change Order in the amount of.....	25,193
The new Contract Value including this Change Order will be.....	1,468,193
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

# BHS Budget Report with Change Orders

Information	Company	Wenck Estimates	Awarded Bid	Change Orders To Date	Percent of Change	Numer of Change Orders	Contract Amount With Change Orders	Percent of Completion
Bid Pack #1								
Contract #0600 General Construction Shop Annex	Ebert Construction	\$919,600.00	\$671,900.00	\$95,924.00	14.28%	16	\$767,824.00	95.00%
Contract #2300 Mechanical	Klamm Mechanical	\$647,800.00	\$900,000.00	\$47,621.00	5.29%	9	\$947,621.00	77.54%
Contract #2600 Electrical	Peoples Electric	\$293,600.00	\$566,500.00	\$90,391.00	15.96%	16	\$656,891.00	93.64%
Contract #3110 Site Demolition and Improvements	Max Steininger Inc.	\$775,285.10	\$530,000.00	\$330,107.00	62.28%	7	\$860,107.00	80.42%
Contract #3300 Site Utility Relocation	Veit & Co.	\$243,170.00	\$410,000.00	\$115,109.00	28.08%	5	\$525,109.00	95.00%
Contract #0240 Building Demolition	Veit & Co.	\$366,047.14	\$71,039.00	\$30,496.00	42.93%	5	\$101,535.00	100.00%
		<u>\$3,245,502.24</u>	<u>\$3,149,439.00</u>	<u>\$709,648.00</u>			<u>\$3,859,087.00</u>	
Bid Pack #2								
Contract #0345 Precast Concrete Wall Panels	Wells Concrete	\$2,403,594.00	\$2,615,000.00	(\$109,200.00)	-4.18%	2	\$2,505,800.00	91.75%
		<u>\$2,403,594.00</u>	<u>\$2,615,000.00</u>	<u>(\$109,200.00)</u>			<u>\$2,505,800.00</u>	
Bid Pack #3								
Contract #0420 Masonry	Crosstown Masonry Incorporated	\$1,305,616.00	\$1,240,000.00	\$32,435.00	2.62%	4	\$1,272,435.00	24.73%
Contract #3301 Site Utilities	Metro Utilities, Inc.	\$181,880.00	\$288,750.00	\$22,273.00	7.71%	3	\$311,023.00	22.73%
Contract #3290 Landscaping/Irrigation Systems	Urban Companies, LLC	\$305,275.00	\$240,069.00	\$18,984.00	7.91%	4	\$259,053.00	15.23%
Contract #3210 Asphalt Paving/Curbs	Midwest Asphalt Corporation	\$1,244,655.00	\$921,900.00	\$7,055.00	0.77%	3	\$928,955.00	12.49%
Contract #3100 Earthwork/Site Demolition	Max Steininger Inc.	\$1,179,458.00	\$1,071,000.00	\$57,891.00	5.41%	5	\$1,128,891.00	46.34%
Contract #2202 Mechanical	Klamm Mechanical	\$551,250.00	\$872,000.00	\$37,263.00	4.27%	5	\$909,263.00	22.52%
Contract #0510 Structural Steel Erection	Red Cedar Steel Erectors, Inc.	\$599,057.00	\$582,300.00	\$12,430.00	2.13%	3	\$594,730.00	26.84%
Contract #0340 Structural Precast Concrete	Wells Concrete	\$1,013,719.00	\$933,340.00	\$0.00	0.00%	0	\$933,340.00	87.88%
Contract #0330 Cast-In-Place Concrete	Northland Concrete & Masonry, LLC	\$2,739,043.00	\$2,617,189.00	\$156,327.00	5.97%	9	\$2,773,516.00	47.19%
Contract #0241 Building Demolition	Lloyd's Construction Services Inc.	\$146,221.00	\$285,155.00	\$6,950.00	2.44%	1	\$292,105.00	88.10%
Contract #0512 Structural Steel Supply	American Structural Metals, Inc.	\$788,856.00	\$898,900.00	\$3,585.00	0.40%	3	\$902,485.00	51.93%

Information	Company	Wenck Estimates	Awarded Bid	Change Orders To Date	Percent of Change	Numer of Change Orders	Contract Amount With Change Orders	Percent of Completion
		<u>\$10,055,030.00</u>	<u>\$9,950,603.00</u>	<u>\$355,193.00</u>			<u>\$10,305,796.00</u>	
Bid Pack #4								
Contract #0790 Caulking/Firestopping/Traffic Coatings	The Caulkers Company, Inc.	\$96,495.00	\$86,900.00	\$0.00	0.00%	0	\$86,900.00	0.00%
Contract #0335 Polished Concrete Floors	Questmark Flooring	\$33,633.60	\$15,969.00	\$0.00	0.00%	0	\$15,969.00	0.00%
Contract #0511 Miscellaneous Metals - Erection	Red Cedar Steel Erectors, Inc.	\$58,387.35	\$126,500.00	\$0.00	0.00%	0	\$126,500.00	0.00%
Contract #0550 Miscellaneous Metals Fabrication- Supply	American Structural Metals, Inc.	\$411,285.00	\$802,450.00	\$0.00	0.00%	0	\$802,450.00	0.00%
Contract #0990 Painting	Fransen Decorating, Inc.	\$401,378.25	\$230,305.00	\$0.00	0.00%	0	\$230,305.00	0.00%
Owner Direct - Architectural Purchase	Haldeman-Homme Inc.	\$1,636,582.50	\$1,084,781.00	(\$28,520.00)	-2.63%	5	\$1,056,261.00	4.19%
Contract #2601 Electrical/Communications/Security/Paging	Peoples Electric	\$3,736,950.00	\$3,558,650.00	\$98,131.00	2.76%	5	\$3,656,781.00	12.48%
Contract #2305 Testing and Balancing	Marcus Global, Inc.	\$71,299.20	\$67,800.00	\$0.00	0.00%	0	\$67,800.00	0.00%
Contract #2302 HVAC/Temperature Controls	Thelen Heating & Roofing, Inc.	\$3,479,700.00	\$2,751,800.00	\$14,038.00	0.51%	3	\$2,765,838.00	9.74%
Contract #2200 Plumbing and Heating	El-Jay Plumbing & Heating, Inc.	\$3,709,440.00	\$3,269,000.00	\$37,505.00	1.15%	2	\$3,306,505.00	19.93%
Contract #2100 Fire Protection	Total Fire Protection, Inc.	\$427,798.35	\$418,890.00	\$0.00	0.00%	0	\$418,890.00	22.37%
Contract #1440 Wheelchair Lift	DRN Enterprises, d.b.a Arrow Lift	\$15,750.00	\$26,989.00	\$0.00	0.00%	0	\$26,989.00	28.50%
Contract #1420 Elevators	ThyssenKrupp Elevator Americas	\$189,000.00	\$200,047.00	\$0.00	0.00%	0	\$200,047.00	0.00%
Contract #1140 Food Service Equipment	Advanced Contract Equipment and Design	\$15,750.00	\$18,381.00	\$0.00	0.00%	0	\$18,381.00	0.00%
Contract #0610 Selective Demolition/Carpentry	George F. Cook Construction Co.	\$1,521,190.65	\$1,443,000.00	\$25,193.00	1.75%	1	\$1,468,193.00	3.70%
Contract #1022 Folding Panel Partitions	W.L. Hall Company	\$61,425.00	\$52,904.00	\$0.00	0.00%	0	\$52,904.00	1.03%
Contract #0750 Roofing and Metal Panels	Palmer West Construction Company, Inc.	\$2,206,743.00	\$1,603,200.00	\$8,275.00	0.52%	1	\$1,611,475.00	10.41%
Contract #0966 Epoxy Terrazzo Flooring	Advance Terrazzo Flooring	\$612,417.75	\$508,000.00	\$21,000.00	4.13%	2	\$529,000.00	0.00%
Contract #0965 Resilient Flooring/Carpet	Floors by Becker, Inc.	\$368,131.05	\$431,132.00	\$0.00	0.00%	0	\$431,132.00	0.00%
Contract #0950 Acoustical Ceilings	Kirk Acoustics	\$383,939.85	\$300,280.00	\$0.00	0.00%	0	\$300,280.00	0.00%
Contract #0930 Tile	Multiple Concepts Interiors, Inc.	\$886,415.25	\$1,324,000.00	(\$45,125.00)	-3.41%	1	\$1,278,875.00	0.00%

Information	Company	Wenck Estimates	Awarded Bid	Change Orders To Date	Precent of Change	Numer of Change Orders	Contract Amount With Change Orders	Precent of Completion
Contract #0920 Drywall/Cold Formed Metal Framing/DEF	Commercial Drywall, Inc.	\$1,222,033.05	\$609,850.00	\$1,265.00	0.21%	1	\$611,115.00	9.99%
Contract #0840 Aluminum Entrances I Storefronts I Curta	Envision Glass, Inc.	\$1,668,936.15	\$1,276,534.00	\$0.00	0.00%	0	\$1,276,534.00	15.45%
Contract #0833 Coiling/Overhead Doors	Overhead Door of the Northland	\$76,125.00	\$73,689.00	\$0.00	0.00%	0	\$73,689.00	0.00%
Contract #0810 Doors/Frames/Hardware - Supply	Kendell Doors & Hardware, Inc.	\$445,068.75	\$409,848.00	\$0.00	0.00%	0	\$409,848.00	8.07%
Owner Direct - Chiller Plant Purchase	Train Co.	\$1,470,000.00	\$1,296,580.00	\$0.00	0.00%	0	\$1,296,580.00	0.00%
Contract #1044 Signage	Walker Sign Holdings, Inc.	\$47,250.00	\$32,425.00	\$0.00	0.00%	0	\$32,425.00	0.00%
		<u>\$25,253,124.75</u>	<u>\$22,019,904.00</u>	<u>\$131,762.00</u>			<u>\$22,151,666.00</u>	
	Grand Totals	<b><u>\$40,957,250.99</u></b>	<b><u>\$37,734,946.00</u></b>	<b><u>\$1,087,403.00</u></b>	<b>2.88%</b>		<b><u>\$38,822,349.00</u></b>	
							<b><u>\$41,716,739.00</u></b>	

REVIEW AND COMMENT CONSTRUCTION BUDGET WITH ALTERNATIVE FACILITIES FUNDING

**\$41,716,739.00**



**INDIVIDUALIZED STUDENT SERVICES OFFICE**

TO: Members, Board of Education  
Superintendent Joe Gothard  
Agenda Item III-A  
May 12, 2016

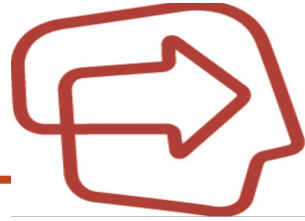
FROM: Stephanie A. Corbey, Executive Director

DATE: May 4, 2016

RE: Report on Status of Headway Emotional Health Services

---

Receive a report from Debbie Bolton from Headway Emotional Health Services on the status of school-linked mental health services in ISD191 schools.



**headway**<sup>TM</sup>  
EMOTIONAL HEALTH SERVICES

# District 191 School Board Presentation Headway Emotional Health Services

2016-05-12

# Thank You!

---

- We wanted to start by recognizing the partnership with the School District professionals. The collaboration between principals, district administration and Headway is strong and positive.
- District 191 has made a significant and ongoing investment in assisting their students, families, and community by providing access to mental health services and support

74

# Headway Emotional Health Services

---

- Counseling, mental health, and education services to over 45,000 individuals in 2015
- We provided \$744k in charity services in 2015
- We do work with 81 schools throughout the five county metro
- Other large District contracts include Anoka-Hennepin, Bloomington, and Richfield

# History with District 191

---

- 5<sup>th</sup> year working with the district
- 15 Schools
  - 10 Elementary, 3 Middle, 2 High Schools
- 14.6 Therapists and 1 masters level intern
  - We started with 7 in 2011
- Team members are masters or doctoral level mental health providers

# Importance of School Based Services

---

- APA and AMA studies find 20% to 40% of children and adolescents have a diagnosed mental health disorder
  - Depression, Anxiety, Trauma, Impulse Control and a wide range of other diagnosis
- Children cannot thrive in school while struggling with mental health
  - They are unable to focus and learn.
  - Their distress disrupts their social development
- School based service assist parents by removing logistical issues such as transportation and time prioritization

# Gains for the District

---

- Improved student functioning in school
- Increased Attendance
- Improved class-room behavior
- Lower disruptions and suspensions
- Stabilization and improvement of academic measurements
- Demonstrates support to families in the district
  - Better home and community behavior
  - Reduction of family conflicts

# What Is School Based Therapy Program?

---

- School based therapy provides two primary categories of service :
- Individual, Family, and Group Therapy
- Ancillary or supportive services.

# How Therapy Referrals Work

---

- Referral can come for District Staff, Parent, the student themselves
- Parent or legal guardian consent is required to treat
- Due to HIPPA requirements, student and family privacy is emphasized

80

# Typical Referral Scenario

---

- 3<sup>rd</sup> grade student had significant changes in appearance, behavior and motivation. Frequent outbursts of anger, isolated on the play ground and putting head on desk during lesson time. Teacher alerts the mother who has noticed the changes as well. They decide on a referral for Headway to assess, and begin therapy with the student.
- The school nurse has a student that reports to her office multiple times a week with a stomach ache. She notices the child appears constantly stressed, tearful and anxious. The nurse also sees scarring and superficial cuts on the child's arms. The nurse meets with the therapist and makes a referral

# Services Provided: Therapy

---

- Diagnostic Assessments based on DSM-V criteria
- Unique Treatment Plan for each student
  - Updated every 90 days with the student and their parent(s) or legal guardians
- Wide Range of Evidence Based Modalities
  - Cognitive Behavioral Therapy, Play Therapy, and Trauma Focused Therapy
- Psychological Testing and Assessment, including Risk Assessments
- Translation services available as needed for families



83



## Services Provided: Ancillary

---

- Respond to District crisis such as student/staff deaths.
  - Orchestrate therapists as needed to be at that school
- Short term crisis counseling and suicide assessments
- Collaborate with Supportive Service Team
- Referrals to outside resources such as medication evaluations
- Presentations/education for school staff
  - Mental Health topics, grief education, staff support post crisis.

## Services Provided: Staff CEU (Tool Box Training)

---

- Assist district staff in recognizing and working with mental health issues
- Free to staff in District, normally a \$75 per CEU
- Topics have included
  - Recognizing and Addressing Depression and Anxiety in Children/Adolescents
  - Mental Health: Latino Cultural Sensitivity
  - Mental Health: Somali Cultural Sensitivity
  - Strategies for Working through Problem Behaviors in the Classroom
  - Personal Mental Health: Teacher Self-Care

# Service Hours

	2015-2016*	2014-2015
Direct Therapy Students	479	503
Therapy Service Hours	7,418	7,529
Ancillary Service Hours	5,668	5,334
Total Service Hours	13,086	12,863

\* School year numbers are through May 9th

# Funding Model

---

- 2015-2016 contract covers \$287,699 for Ancillary and un-insured/under-insured Therapy
- When possible, Headway bills therapy costs to third party insurance
- In addition to the District Contract, Headway will cover \$175,000 in Charity Services. Increased from \$157,000 in 2014-2015
- We do not turn anyone away due to financial issues

# Summer Services

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- The School District contract is for the school year
- Mental health concerns do not end with the school year. Often they increase due less structure, lack of consistent social interactions, and on some occasions lack of resources (meals etc.)
- Summer services also provide therapeutic support for transitions
  - Elementary to Middle, Middle to High

# Challenges

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- Need continues to grow, particularly with increased awareness
- Since September, the waiting list has doubled to 104 students from 57
- We pull in therapists from other schools to assist when needed
- Six schools have a part time school based therapist
  - Three to four days of service instead of five

# Conclusion

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- We want to recognize the commitment that District 191 places on assisting their students and families.
- This was a short presentation and we can more detailed data if there is a need or desire for it
- Questions?
- Debbie Bolton, LICSW, [Debbie.Bolton@headway.org](mailto:Debbie.Bolton@headway.org) 612-798-8173

06

**BURNSVILLE EAGAN SAVAGE**  
**Independent School District 191**  
**Human Resources**

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AGENDA ITEM: III. B.

To: Members of the Board of Education  
Superintendent Joseph Gothard

From: Dave Watkins  
Director of Secondary Programs

Date: May 12, 2016

RE: **Proposed ratification of the Q-Comp / Pro-pay Memorandum of Understanding with the Burnsville Education Association.**

**RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE PROPOSED REVISIONS AND RE-ADOPT THE UNCHANGED LANGUAGE IN THE 2016 – 2017 PRO-PAY MEMORANDUM OF UNDERSTANDING WITH THE BURNSVILLE EDUCATION ASSOCIATION.**

**The major language items include:**

- Major items on this document include updating dates
- Removing District Leadership Stipends and language
- Including in language the number of Continuous Improvement Coaches (CIC's) and how paid.
- Including in language the number of Building Leadership Team (BLT's) members.
- Clarifying eligibility for less than full year employees such as long-term subs.

# **Burnsville – Eagan – Savage**

## **Teacher Professional Pay System**

*Memorandum of Understanding  
Between the Burnsville Education Association  
and the  
School Board of Independent School District #191*

**July 1, ~~2015~~ 2016 - June 30, ~~2016~~ 2017**

**BURNSVILLE – EAGAN – SAVAGE  
TEACHER PROFESSIONAL PAY SYSTEM**

This Agreement is entered into pursuant to Minn. Stat. § 122A.414 and the Public Employment Labor Relations Act (PELRA) of 1971, as amended, Minn. Stat. § 179A.01, et seq., by and between Independent School District No. 191, Burnsville – Eagan – Savage (herein after “District”) as the public employer under the PELRA and the Burnsville Education Association (herein after “BEA”) as the exclusive representative of teachers employed by the District under the PELRA, for the purpose of fully implementing the Burnsville – Eagan – Savage Teacher Professional Pay System (known hereafter as Pro-Pay). The terms of this Agreement are as follows:

## **AUTHORITY**

**Laws:** This Agreement has been negotiated pursuant to and in compliance with the provisions of Minn. Stat. §§ 122A.414, 122A.4144 and 179A.01 et seq. The statutory authority specifically includes an exception to the PELRA in the form of an optional right to re-open negotiations regarding only the Professional Pay System.

## **BACKGROUND AND LEGAL REQUIREMENTS**

**1. Effect:** This Agreement supersedes and replaces any salary or other provision of the PELRA Master Agreement that may currently be in effect between the District and the BEA that is inconsistent with any provision of this Agreement, subject to the contingencies specified in this Article.

**2. Contingency:** Effect of Contingencies: In the event that any contingency specified in this Section is not met, then this Agreement will have no force or effect and the terms and conditions of employment of the teachers employed by the District will be governed by the PELRA Master Agreement then in effect. Provided, however, that either party may re-open negotiations for the PRO-PAY agreement as permitted under law in an effort to cure any cause that has nullified this Agreement.

- a. MDE Approval: This Agreement is contingent upon the legal requirements both of timely and of continuing approval by the Minnesota Department of Education for the 2015-2016 school year and thereafter.
- b. Ratification: This Agreement is contingent upon its ratification by the bargaining unit represented by the BEA and by the School Board of the District.
- c. Continuing Revenue: This Agreement is contingent upon the initial and continuing receipt of revenue based upon at least two hundred and sixty dollars (\$260.00) per pupil as specified in M.S. 122A.415, Subd.1 (2005). In the event additional revenue is allocated by the legislature, ISD #191 and the BEA agree to reopen the MOU to negotiate allocation of the revenue only.

**Notice of Amendments:** The District and BEA agree to discuss issues related to PRO - PAY during negotiations. In the event the District and BEA amend this Agreement, the Minnesota Department of Education must be apprised of the amendment(s). In the event that the MDE asserts that any amendment is illegal and that revenue for the PRO - PAY will be suspended, withheld, terminated or

otherwise reduced, then this Agreement may be terminated effective with the date of the MDE's decisions regarding changes in revenue by either party giving written notice to the other party at its official business address.

**Implementation Review:** Five administrators and five BEA appointed committee members will schedule monthly meetings to review and resolve any issues related to implementation.

**Budget Review:** PRO - PAY is funded by categorical revenue. The BEA President and District Superintendent or his/her designee will periodically meet and review the budget. At least one such review shall occur prior to the adoption of the budget for the upcoming year. The review shall include a review of end-of-year expenditures; staff coded to the account and any carryover monies.

**Annual Review:** The Pro-Pay Committee will meet annually to review and evaluate the effectiveness of the plan with respect to:

- Teacher Satisfaction
- Impact on student achievement
- Impact on school culture

The results will be used to modify the plan, consistent with the Notice of Amendment section above.

## **TEACHER PROFESSIONAL PAY SYSTEM**

### **Section 1. Schedules:**

- Subd. 1. The Professional Pay System Schedule is attached and incorporated by reference effective for fiscal year July 1, **2015 2016** to June 30, **2016 2017** as Appendix A. ABE and ECFE teachers shall follow the Professional Pay System Schedule Appendix B.
- Subd. 2. Any teacher hired after the inception of the professional pay plan will be placed on the matrix as provided in Article V of the Master Agreement.
- Subd. 3. Any change in location of a teacher on the PRO - PAY matrix for subsequent fiscal years will be determined in accordance with the provisions of this Agreement. Any dispute regarding location on the PRO - PAY matrix will be resolved through the grievance provision of the Master Agreement.

### **Section 2. Probationary Teachers:**

- a. Each probationary teacher who has all or part of a three-year probationary period of employment under the law must complete all of the applicable performance appraisal requirements and engage in the Collaborative Teams, except as noted in Section 9, Subd 4 and Subd 5, in accordance with the District's standards in order to earn a performance increment for the subsequent year.
- b. Probationary Status: The District retains its managerial authority under the PELRA to evaluate and decide on the renewal or non-renewal of probationary teachers as provided by § M.S. 122A.40.

### **Section 3. Non-probationary Teachers:**

- a. Notice of Assignment: Each teacher's contract will specify the teacher's career and level placement as well as compensation information.
- b. Contingencies: In the event of the occurrence of a contingency that voids this Agreement, salary under the PRO - PAY will not be a part of any teacher's rights under the Continuing Contract statute. Salary rights will be determined pursuant to Article V

- of the Master Agreement.
- c. Standards: Attainment of performance increments will be in accordance with the standards of the PRO - PAY.

**Section 4. Calendar:**

Subd. 1. **Development of District and School-Wide Goals:**

- a. On an annual basis, the District Leadership Team (DLT) will set district improvement goals. The goals will be based on an analysis of student data and will align with the strategic plan and MDE requirements.
- b. On an annual basis, Building Leadership Teams (BLT) will set school-wide improvement goals within their School Improvement Plan (SIP). The goals will be based on an analysis of student data and will align with the strategic plan and district goals.

Subd. 2. **Teacher Responsibilities Summary:**

- a. Building Goal: Implement strategies that support a building goal focused on student achievement and aligned with core instruction.
- b. Collaborative Team Goal: Engage in the development and implementation of a collaborative team goal that addresses one of your school improvement goals.
- c. Personalized Professional Learning Plan: Develop and implement a professional learning plan that is personalized, aligned with your school improvement goals and building PD plan, and aligned with the teaching license renewal expectations.
- d. Observations and Coaching: Demonstrate your professional practice through 3 formative observations and coaching sessions conducted by 2 different observers (Continuous Improvement Coach and another trained observer).
- e. The goal setting and observation templates, rubrics, and examples explain what teachers must do to be successful in the PRO - PAY system.
- f. Licensed staff will move vertically on the salary schedule and earn the performance pay incentive if the majority of their ratings are in proficient or exemplary categories by the end of the year when all three observations are compiled.

Subd. 3. **Timelines:**

a. Building Goal (\$300)

- i. Deadlines
  - 1. Building Leadership Teams will submit building goal by October 1.
  - 2. Sites will document their progress throughout the year.
  - 3. Sites will share their emerging results at District Leadership Team meetings during the year.
- ii. Completion and Processing
  - 1. Evidence of completion and final progress monitoring will be processed in the fall when all data are available.
  - 2. Payments shall occur by the last pay date in October of the following school year.

b. Collaborative Team Goal (\$300)

- i. Deadlines
  - 1. Collaborative teams will develop their team's goal once the School Improvement Plan's (or SIP's) student achievement goals have been identified.
  - 2. Collaborative teams will document their progress throughout the year and will share/report their progress with the building leadership team.
  - 3. Collaborative teams will share their emerging results during collaborative

- team time during the year.
  - ii. Completion & Processing
    1. Evidence of completion should be submitted by May 15.
    2. Because some Collaborative Teams may choose to use standardized tests, payout will be processed in the fall when all data are available.
    3. Teachers may revise their Collaborative Team Goals and resubmit them up until October 31st or within 6 calendar weeks of date of hire, whichever is later.
    4. Payments shall occur by the last pay date in October of the following school year.
- c. Professional Learning Plan (\$300)
  - i. Deadlines
    1. Teachers will identify and develop their professional learning plan by October 15.
    2. Teachers will engage in PD aligned with their building PD and/or participate in other PD opportunities to support their area or interest.
    3. Teachers will document their progress in preparation for their observations.
    4. Teachers will document their learning in a reflective summary after their observations are completed.
  - ii. Completion & Processing
    1. Evidence of completion and the final reflective narrative will be shared with your Continuous Improvement Coach by May 15.
    2. Payments shall occur by July 15.
- d. Coaching and Observations (\$900)
  - i. Deadlines
    1. The first observation should be completed before winter break.
    2. The second observation should be completed before February 15.
    3. The third observation should be completed by May 1.
  - ii. Completion & Processing
    1. Teachers schedule their pre- and post-observation conferences with their Continuous Improvement Coach and other trained observer.
    2. Teachers complete their pre-observation reflection two days before their scheduled observation.
    3. The pre-observation includes a progress update connected to their professional learning plan in preparation for their observations.
    4. Post-observation reflections need to be completed within five days following each observation.
    5. Payments shall occur by July 15.

Subd. 4. **Coaching and Observations:**

- a. The district evaluation system maintains the core structure of having principals / administrators evaluate non-tenured staff 3 times each year along with 1/3 of the tenured teachers.
- b. Licensed staff will participate in three coaching observations based on their professional learning plan and connected to Danielson's Frameworks.
- c. Continuous Improvement Coaches will conduct two formative observations.
- d. The third formative observation will be conducted from another trained observer, of the employee's choice.
- e. The Professional Learning Plan will be integral to the Pre- and Post- Observation discussions

**Section 5 Performance Incentive Pay Dispute Resolution:**

Subd. 1. **Limitations:**

- a. Scope: The dispute resolution mechanism of this Agreement extends only to disputes regarding a teacher’s compliance with the standards of the PRO - PAY. Teachers retain all rights to dispute resolution as per the Master Agreement regarding all other provisions of the contract aside from those relating to PRO - PAY.
- b. Exclusive Remedy: The dispute resolution mechanism of this Agreement is the exclusive remedy for resolving disputes regarding a teacher’s compliance with the standards of PRO - PAY.

Subd 2. **Teachers who have a scoring dispute:**

- a. If a teacher is not satisfied with an observation by a trained observer, the instructor needs to schedule a meeting with his/her observer to appeal the observation. If the teacher and observer do not reach a satisfactory outcome, which may include another observation, the teacher may schedule an additional observation with a different trained observer by contacting the Director of Instruction.
- b. If the outcome of the additional observation is not satisfactory to the teacher, the instructor may meet with the Director of Instruction to request an additional appeal. If the Director of Instruction determines an additional observation is warranted, he or she will conduct the observation for the teacher. The Director of Instruction will consult with the BEA president before making a final decision. The Pro-pay committee will be updated annually on the number of disputes that occurred in the plan year.

**Section 6: Career Ladder Descriptions:** Career Ladders are career opportunities for teachers and other licensed professionals that broaden their influence on the teaching profession. Career ladder teacher performance will be reviewed on an annual basis. Teachers who are at the Emerging Professional Level in their careers are eligible to apply for Continuous Improvement Coach ~~and DLT~~ positions, with preference given to those who have at least 6 years of teaching experience including 2 or more in ISD191. Career Ladders present teachers with many opportunities for leadership. It is the intent of the District and BEA to encourage as many different qualified teachers as possible to assume leadership positions. Career Ladder positions in ISD #191 include the following:

Continuous Improvement Coaches (CIC) (\$3,400 stipend for full assignment, pro-rated for periods of unpaid leave). 7 TOSAs funded through Pro-Pay plus 3 TOSA’s funded through other district funds, integration, PD, and site funds will work with teachers to create Collaborative Team (CT) student achievement goals that align to the School Improvement Plans and assist in helping them write individual Personalized Professional Learning Plans (PLP). The role of the Continuous Improvement Coach is to help each teacher reach his/her goals through conducting observations, and providing feedback. Continuous Improvement Coaches will be decision makers regarding Pro-Pay performance pay tied to each teacher’s Professional Growth Plan. The Continuous Improvement Coaches responsibilities will include serving on the ~~District Leadership Team and the~~ BLT of the assigned building(s). Continuous Improvement Coaches may earn a Building Goal incentive in addition to their stipend.

Employees seeking career ladder promotions will be able to complete an application for available Continuous Improvement Coach positions. A selection team consisting of 3 teachers appointed by the BEA and 3 administrators / principals will review, identify and approve a pool of qualified employees for the career promotions based on agreed upon criteria and qualifications. If the selection team decides there are not enough qualified applicants for promotion, they may either extend the application deadline, recruit other employees or post for external candidates.

Continuous Improvement Coaches may return to their previous position after 2 years, if available. The request to return must be submitted by February 1<sup>st</sup>. If the previous assignment is not available, the teacher shall return to the previous department at the building from which the teacher transferred.

It is the expectation that teachers would return to teaching, either full- or part-time after serving as a Continuous Improvement Coach for a 3-5 year period of time. After completing three or more years in the position, Continuous Improvement Coaches continue to have the right to return to teaching. The District will place the returning teacher in a position for which he or she is appropriately licensed.

Continuous Improvement Coaches will work a 184 day schedule that meets the training and evaluation needs of the position.

Building Leadership Team (BLT) (\$1500 stipend, pro-rated for periods of unpaid leave) members (a proportionate and representative team of teachers & staff in each building – teachers receive a stipend from Pro-Pay) are responsible for writing, implementing, and evaluating the School Improvement Plans and the School Professional Development Plans aligned to the District Strategic Goals and the District 5 Year PD Plan. Each BLT member will facilitate the work of collaborative teams (CT). The BLT will approve the Collaborative Teams achievement goals to ensure alignment to the School Improvement Plan (which includes the Pro-Pay building goals) and will address questions/issues regarding goal attainment. **87 BLT members will be paid through Pro-Pay according to the following allocation. Additional BLT members will be paid through building professional development funds.**

Elementary	4 per site	Best	2
Middle School	6 per site	ECFE/ABE	4
BHS	10	ECSE	4
BAHS	4	SPED Clusters	5

The BLT ratio for probationary/tenured teachers:

<u>Max # of Probationary Teachers</u>	<u>Total teachers on BLTs</u>
1	1-7
2	8-12
3	13-17
4	18+

~~The District Leadership Team (DLT)(\$400 stipend) consists of the principal and two BLT members from each site (teachers receive a stipend from Pro Pay), the Continuous Improvement Coaches, community members, Teaching and Learning Directors and Coordinators, and several other district leaders. This team meets 4—5 times each year to develop strategic plans, evaluate plan implementation, and to ensure alignment of our efforts. This team is responsible for ensuring the requirements of Pro Pay, integration, and programs are met and in alignment with the District Strategic Goals.~~

**Section 7: Substitute Teacher Availability:** Comprehensive implementation of PRO-PAY requires that teachers occasionally leave their classrooms. Teachers will be given opportunity for Pre- and Post observation time. If needed the district will hire substitutes to provide coverage.

**Section 8: Professional Pay Plan Schedule:**

- a. The Pro-Pay System Schedules are attached and incorporated by reference as described in Section 1, subd 1. effective for fiscal year July 1, 2015- June 30, 2016.
- b. Any change in location of a teacher on the PRO-PAY matrix for subsequent fiscal years will be determined in accordance with the provisions of this Agreement. Any dispute regarding initial placement on the PRO-PAY matrix will be resolved through the grievance provision of the Master Agreement.

**Section 9: Special Circumstances:**

- Subd. 1. **Teachers with documented performance concerns:** Teachers with documented performance concerns will be provided with more direction in the area of goal-setting. Teachers will set goals that are linked to the areas(s) of needed improvement with input from the building principal. In addition, the teacher will be observed at least three times in a given year. One of the observations must be conducted by the principal. The teacher will have the option of involving the Continuous Improvement Coaches in the improvement process if he or she chooses.
- Subd. 2. **Teachers on a formal improvement plan:** Teachers who do not meet expectations and have been formally notified of substandard performance as per provisions in the collective bargaining agreement and are at risk of not earning a performance increment, will not participate in PRO-PAY. The teacher, teacher's principal and the Executive Director of Human Resources will meet as a team to determine the best way to provide assistance to the teacher.
- Subd. 3. **Performance Increment Pay Dispute Resolution:**
  - a. Teachers who demonstrate substandard performance such that they are at risk of not earning a performance increment must be notified prior to January 1st.
  - b. Prior to March 1 of that year, the teacher must have the opportunity to have consulted and worked with immediate supervisors in raising the level of job performance, consistent with ARTICLE V, Section 8, Subdivision 3 of the Master Agreement. Additional assistance is available as per Section 9. subd. 1. of this Memorandum of Understanding.
  - c. The exclusive dispute resolution process is the grievance procedure described in ARTICLE XV of the Master Agreement.
- Subd. 4. **Partial Year Teachers:**
  - a. **Teachers on Leave**
    - i. A teacher who returns from an extended leave will fully participate in Pro-Pay if they are scheduled to teach for a minimum of the full second semester. his/her number of work days is greater than or equal to 120.
    - ii. These teachers shall be eligible for 100% of the Professional Learning Plans amount, Collaborative Team, and Building Goal. The teacher is eligible for performance incentive pay based upon the number of completed observations as identified within the observation schedule defined in Section 4, Subd. 3. d.
    - iii. A teacher who takes a partial year leave during the school year will participate to the extent that the required elements are completed.
    - iv. The PLP should be written within 30 work days of returning, if it was not written before commencing a leave.
    - v. The teacher will be eligible for PLP, CT, and Building Goal incentive pay if his/her their number of work days is greater than or equal to exceeds 90 120.

vi. Incentive pay based on observations will be pro-rated to the number of completed observations as identified within the observation schedule defined in Section 4, Subd. 3.

vii. ~~A teacher who commences a leave for the remainder of the school year will be eligible to receive incentive pay as follows:~~

~~1. The teacher is eligible for performance incentive pay based upon the number of completed observations as identified within the observation schedule defined in Section 4, Subd. 3. d.~~

~~2. PLP only if the leave is less than the full second semester and action steps and reflection are completed.~~

~~3. CT and Building Goal only if the leave is for less than the full second semester.~~

b. **Long Term subs**

i. Long Term Subs ~~hired for the remainder of the school year with at least 120 remaining student contact days shall be fully eligible for all elements of Pro-Pay. are not eligible for ProPay unless the assignment is greater than or equal to 120 days.~~

No other Long Term Subs will participate in Pro-Pay ~~incentives.~~

ii. These teachers shall be eligible for 100% of the Professional Learning Plans amount, Collaborative Team, and Building Goal. The teacher is eligible for performance incentive pay based upon the number of completed observations as identified within the observation schedule defined in Section 4, Subd. 3. d.

iii. The PLP shall be written within 30 days of start of employment.

c. **Newly hired teachers**

i. Teachers hired into a new position, or as a replacement teacher, ~~for an assignment that is greater than or equal to 120 days the second semester or longer,~~ shall be eligible for 100% of the Professional Learning Plans amount, Collaborative Team, and Building Goal ~~amounts.~~ The teacher is eligible for performance incentive pay based upon the number of completed observations as identified within the observation schedule defined in Section 4, Subd. 3. d.

ii. The PLP shall be written within 30 days of start of employment.

iii. No teacher hired after the first student contact day of Semester 2 will be eligible to participate in Pro-Pay incentives.

Subd 5. **Part-time and Hourly Paid Teachers:** Teachers who are on less than 0.4 FTE contracts, or less than 588 hours annually, will not be required to participate in Pro-Pay. If participating in Pro-Pay, they will not receive hourly compensation for attendance at Pro-Pay required Collaborative Team meetings. Pre- and Post-Observation meetings will be scheduled within their compensated time. If a teacher qualified under this section chooses not to participate in Pro-Pay, then (s)he will be compensated for any required attendance at Collaborative Team meetings or other Professional Development that occurs outside of their scheduled work time, at the hourly rates established in Appendix C-4 of the Master Agreement.

**Section 10: Professional Pay:** All individuals who are represented by the BEA except as defined in previous sections are eligible to earn two types of pay as defined below. The performance incentive pay for teachers represented in the Master Agreement is covered under Teacher Professional Pay System Section. 4.

Subd 1. **Performance Incentive Pay and Increment Advancement Process:**

- a. \$300 for meeting the school student achievement goal;
- b. \$300 for meeting the Collaborative Team student achievement goal;
- c. \$300 for the Personalized Professional Learning Plan (PLP);
- d. \$900 for demonstrating evidence of professional learning through participation in the observations and the collaborative coaching.
- e. Licensed staff will move vertically on the salary schedule and earn the performance pay incentive if the majority of their ratings are proficient by the end of the year (see Section 9, Subd. 2).

**Section 11: Performance I Levels:**

As an educational institution, ISD #191 recognizes the value of enhanced content knowledge and the attainment of advanced pedagogical skills. Levels specify educational levels. Each level represents the attainment of additional, relevant post-graduate coursework.

- a. Level I = BA or BS degree
- b. Level II = BA + 20 quarter credits
- c. Level III = BA + 40 quarter credits
- d. Level IV = BA + 60 quarter credits OR Master's degree

Teachers cannot progress beyond Level IV until he/she attains a Master's degree.

- e. Level V = MA + 20 quarter credits
- f. Level VI = MA + 40 quarter credits
- g. Level VII = MA + 60 quarter credits OR Educational Specialist OR PhD

## APPENDIX A

Salary Schedule for **2014-2015 2016-2017** schedule will be updated upon settlement of the **2015-2017 Master Agreement**

	Level I	Level II	Level III	Level IV	Level V	Level VI	Level VII
<b>Probationary 1</b>	\$38,260	\$39,850	\$41,240	\$43,230	\$45,220	\$47,090	\$49,420
<b>Probationary 2</b>	\$38,280	\$39,880	\$41,270	\$43,260	\$45,270	\$47,120	\$49,450
<b>Probationary 3</b>	\$38,320	\$39,910	\$41,300	\$43,300	\$45,300	\$47,170	\$49,480
<b>Emerging Professional 1</b>	\$39,050	\$40,410	\$42,200	\$45,540	\$49,060	\$49,860	\$52,310
<b>Emerging Professional 2</b>	\$40,020	\$41,730	\$43,690	\$47,230	\$51,330	\$52,290	\$54,560
<b>Emerging Professional 3</b>	\$42,410	\$44,150	\$46,300	\$49,920	\$52,340	\$54,800	\$57,690
<b>Professional 1</b>	\$46,000	\$46,130	\$48,060	\$51,960	\$54,400	\$56,620	\$59,950
<b>Professional 2</b>	\$46,000	\$49,800	\$50,280	\$54,240	\$56,450	\$59,330	\$62,240
<b>Professional 3</b>	\$46,000	\$49,800	\$54,790	\$56,900	\$59,770	\$62,890	\$66,000
<b>Master Professional 1</b>	\$46,000	\$49,800	\$54,790	\$60,190	\$63,080	\$66,180	\$69,510
<b>Master Professional 2</b>	\$46,000	\$49,800	\$54,790	\$64,420	\$67,650	\$70,910	\$74,570
<b>Master Professional 3</b>	\$46,000	\$49,800	\$54,790	\$69,970	\$73,320	\$76,850	\$80,580
<b>Career Professional A</b>	\$48,540	\$53,230	\$58,750	\$73,870	\$77,700	\$81,720	\$86,510
<b>Career Professional B</b>	\$52,200	\$56,310	\$62,480	\$77,010	\$81,320	\$85,870	\$92,080

## Appendix B (ABE-ECFE)

Salary Schedule for **2014-2015 2016-2017** schedule will be updated upon settlement of the **2015-2017 Master Agreement**

	Level I	Level II	Level III	Level IV	Level V	Level VI	Level VII
<b>Probationary 1</b>	\$26.06	\$26.85	\$27.61	\$28.41	\$28.99	\$29.57	\$30.16
<b>Emerging Professional 1</b>	\$26.85	\$27.61	\$28.41	\$29.18	\$29.77	\$30.38	\$30.98
<b>Professional 1</b>	\$27.61	\$28.41	\$29.18	\$29.97	\$30.57	\$31.19	\$31.81
<b>Professional 2</b>	\$28.41	\$29.18	\$29.97	\$30.76	\$31.40	\$32.00	\$32.64
<b>Master Professional 1</b>	\$29.18	\$29.97	\$30.76	\$31.55	\$32.17	\$32.82	\$33.47
<b>Career Professional A</b>	\$31.14	\$31.95	\$32.76	\$33.56	\$34.23	\$34.91	\$35.62

### **DESCRIPTION OF PERFORMANCE INCREMENT PERFORMANCE TARGETS:**

**Probationary Teachers** are beginning to translate their content knowledge into plans for instruction. During the probationary years teachers are acquiring the materials and developing effective learning activities. Probationary teachers are exploring methods of effective classroom management and physical room arrangement to enhance learning. They are beginning to acquire confidence in their ability to establish rapport with students. They are exploring and comparing strategies for dealing with problem behaviors. They recognize the importance of clear directions and asking a variety of questions but are developing their skills in this area. Probationary teachers work hard to establish grading and record-keeping methods that comport with district requirements.

**Emerging Professionals** are gaining skills in the areas of planning, instruction and classroom management. They have established routines for organizational tasks and classroom management

that are more automatic and support instruction. They are able to devote more time to instruction and providing effective feedback to students.

**Professional Teachers** demonstrate deep content and curricular knowledge. They demonstrate the ability to develop learning activities that both engage students and teach the desired content. They have a deep understanding of the scope and sequence of the curriculum. Classrooms run smoothly and professional responsibilities are understood and carried out.

**Master Professionals** understand the needs of individual students in each class and design instruction to meet those needs. Learning objectives are clearly articulated and instruction directly targets those objectives. Student learning is assessed and the results analyzed to determine reteaching needs. Teachers utilize strategies to engage students in deep level discussion and answer higher level questions. The Master Professional contributes to the school by sharing expertise on district-wide and school-wide committees. The teacher shows professionalism in all assigned duties; whether presenting to peers, facilitating site-council, or performing hall duty.

**Memorandum of Understanding**

**Burnsville Education Association  
and the  
School Board of Independent School District #191**

Signature of Chairperson Board of Education: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of BEA President: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of BEA Chief Negotiator: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Director of Human Resources: \_\_\_\_\_ Date: \_\_\_\_\_



To: Members, Board of Education

**Agenda Item III.C.**

**May 12, 2016**

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

Date: May 5, 2016

Re: Award bid for Chromebook Purchase

**RECOMMENDATION:** That the Board of Education award the bid of Chromebook purchase and related license and service for 1:1 BHS program to Best Buy Education.

On Friday, April 29 at 10 am sealed submitted bids were opened and read aloud. Although nine vendors received our bid documents, only one bidder submitted. Strategic Source, Inc. assisted us in the bid process, attached is the recommendation letter from Strategic Source, Inc.

MN Statute 123B.52 Subdivision 1 states: "In the case where only a single bid is received, the board may, at its discretion, negotiate a mutually agreeable contract with the bidder so long as the prices paid does not exceed the original bid. If no satisfactory bid is received, the board may readvertise." We had previously inquired of the National Cooperative Purchasing Alliance (NCPA) available to us through Best Buy Education and understand the bid proposal is more favorable than which may be obtained via the NCPA.

It is recommended the bid be awarded to Best Buy Education, the sole bidder.



DATE: May 2<sup>nd</sup>, 2016

TO: Lisa Rider  
Executive Director of Business Services  
Doug Johnson  
Director of Technology

FROM: Dana Chou, Regional Director Client Services

RE: Recommendation for Chromebook Bid

The Chromebook bids were opened at 10:00 a.m. on Friday, April 29<sup>th</sup> and read aloud from bids submitted by the participating companies.

The bid documents were released to nine vendors and Best Buy Education was the only party to submit pricing. The total cost for all equipment and services included in the bid is \$864,975. This is a market competitive price for the equipment and services you are interested in. Additionally, Best Buy Education was able to meet all the specified bid requirements.

Based on vendor interest and pricing provided, we recommend that you make your Chromebook purchase from Best Buy Education.

Sincerely,

Dana Chou  
Regional Director Client Services

Burnsville Chromebook - ANALYSIS MAY 2016					SUPPLIER: CONTACT: PHONE: EMAIL:			Best Buy Education Dave Donarski 612-291-8007 <a href="mailto:dave.donarski@bestbuy.com">dave.donarski@bestbuy.com</a>		
Line #	Weighted Calculation for determining award	DESCRIPTION	UOM	QTY	UNIT \$	EXT \$	Notes			
<b>Equipment</b>										
1		Acer C738T-C44Z Chromebook - Delivery between July 1st and August 1st of 2016 to Burnsville High School, 600 E Highway 13, Burnsville MN 55337	EA	2850	\$ 272.00	\$ 775,200.00				
2		Google Console Management license	EA	2850	\$ 24.50	\$ 69,825.00				
3		White glove service <ul style="list-style-type: none"> <li>● Customer consultation on WGS configuration</li> <li>● Validate Admin console configuration of Device Wi-Fi networks</li> <li>● Replace defective devices to eliminate DOAs and RMAs prior to delivery</li> <li>● Updated Chrome OS</li> <li>● Perform Enterprise enrollment to organization's Google Apps domain</li> <li>● Cold boot and validate device policies (including Wi-Fi networks) are fetched to each device</li> </ul>	EA	2850	\$ 7.00	\$ 19,950.00	Bundled cost with White Glove Servcies			
4		Asset management <ul style="list-style-type: none"> <li>● Asset tag per user specification affixed to device prior to shipping</li> <li>● Serial numbers and asset tag numbers in common file format</li> </ul>	EA	2850		\$ -	Bundled cost with White Glove Servcies			
5		Shipping	EA	1		\$ -				
<b>51%</b>					<b>SUBTOTAL:</b>		<b>\$864,975.00</b>			
<b>Please Describe Additional Services</b>						<b>Detailed Response</b>				
5	10%	Will you have On-site deployment assistance?				Yes, Please reference value adds				
6	10%	Explain any on-going maintenance?				Extended warranty options available				
7	10%	Do you offer any family insurance options, if so explain?				Only available through BBY dual funded program				
8	10%	Do you have facilitation of a parts closet?				Yes, Please reference value adds				
9	9%	Where are you located?				Reference attached				
<b>BUSINESS REQUIREMENTS</b>						<b>YES/NO, EXPLAIN</b>				
1		Price include shipping/Freight?								
2		Are credit cards accepted for payment? If so, any additional cost?								
3		If credit cards are accepted, which ones?								
4		How to order? (i.e. internet, PO)								
5		Invoicing? (At shipment, at delivery, after installation)								
6		State Payment Terms? (i.e. Net 30, pre-pay, 2% 10, net 30)								
7		Can you meet the require time-line? (between July 1st and August 1, 2016)								
8		Can you provide references if requested?				Yes, attached				
9		What is the return policy?								
10		What are the warranties?								
11		Other?				FREE 2 days of onsite development training FREE Deployment Services FREE Parts Closet, details provided Trade-In service available				



**Future Ready. Community Strong.**

**Agenda III.D.  
May 12, 2016**

**To:** Board of Education, Members  
**From:** Dr. Joe Gothard, Superintendent  
**Date:** May 6, 2016  
**Re:** Policies

**Recommendation:** Approve, on a first reading basis, Board Policies 402: *Disability Nondiscrimination*; 416: *Drug and Alcohol Testing*; 417: *Chemical Use and Abuse*; 418: *Drug-Free Workplace/Drug-Free School*; 506: *Student Discipline*; 516: *Student Medication*; 522: *Student Sex Nondiscrimination*; 524: *Internet Acceptable Use and Safety Policy*; 532: *Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds*; 629: *Alternative Instruction*; 707: *Transportation of Public School Students*; 806: *Emergency Operations Policy*; 906: *Community Notification of Predatory Offenders (rescind KO)*; and rescind IICB: *Community Resource Person* and IICC: *School Volunteer*.

The Policy Review Committee and administration have reviewed these policies and recommend your approval. The edited policies are attached for your review. (Policy 506, 522, 524 and 806 require annual review.)

Adopted: 05/2001  
Reviewed: 09/2009, 12/03/2015  
Revised: 04/2014, 12/17/2015  
Rescinds:

*Burnsville-Eagan-Savage School District Policy 402*

## **402 DISABILITY NONDISCRIMINATION POLICY**

### **I. PURPOSE**

The purpose of this policy is to provide a fair employment setting for all persons in Independent School District 191 and to comply with state and federal law.

### **II. GENERAL STATEMENT OF POLICY**

- A. Independent School District 191 shall not discriminate against qualified individuals with disabilities because of the disabilities of such individuals in regard to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions, and privileges of employment.
- B. Independent School District 191 shall not engage in contractual or other arrangements that have the effect of subjecting its qualified applicants or employees with disabilities to discrimination on the basis of disability. Independent School District 191 shall not exclude or otherwise deny equal jobs or job benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.
- C. Independent School District 191 shall make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless the accommodation would impose undue hardship on the operation of the business of the school district.
- D. Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy, should contact [the Stacey Sovine](#), Executive Director of Human Resources, [200 West Burnsville Parkway, Burnsville, MN, 55337, 952-707-2010, \[ssovine@isd191.org\]\(mailto:ssovine@isd191.org\)](#). -This individual is the school district's appointed ADA/Section 504 coordinator.

**Legal References:** [Minn. Stat. Ch. 363A \(Minnesota Human Rights Act\)](#)  
[29 U.S.C. 794 et seq. \(Rehabilitation Act of 1973, § 504\)](#)  
[42 U.S.C., Ch. 126 § 12112 \(Americans with Disabilities Act\)](#)  
[29 C.F.R. Part 32](#)  
[34 C.F.R. Part 104](#)

***Cross References:*** Burnsville-Eagan-Savage School District Policy 521 (Student Disability Nondiscrimination)

Adopted: 9/2006  
Reviewed: 1/28/2016  
Revised: 2/11/2016  
Rescinds: BAB

*Burnsville-Eagan-Savage School District Policy 416*

**416 DRUG AND ALCOHOL TESTING**

**I. PURPOSE**

- A. The school board recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.
- B. The school board believes that a work environment free of drug and alcohol use will be not only safer, healthier, and more productive but also more conducive to effective learning. Therefore, to provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in federal law and Minn. Stat. §§ 181.950-181.957.

**II. GENERAL STATEMENT OF POLICY**

- A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950-181.957.
- B. If the school district contracts for transportation services, it will require the transportation contractor to comply with the provisions of this policy applicable to school bus drivers.
- C. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950-181.957.
- D. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, [including medical cannabis, regardless of whether it has been prescribed for the employee](#), is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs which are

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

- E. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.
- F. Any employee who violates this section shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge.

### **III. FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS**

#### **A. General Statement of Policy**

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

#### **B. Definitions**

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.
2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.
3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.

4. “Commercial Motor Vehicle” (CMV) includes a vehicle which is designed to transport 16 or more passengers, including the driver.
5. “Designated Employer Representative” (DER) means a designated school district representative authorized to take immediate action to remove employees from safety-sensitive duties, to make required decisions in the testing and evaluation process, and to receive test results and other communications for the school district.
6. “Department of Transportation” (DOT) means United States Department of Transportation.
7. “Driver” is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers, and independent owner-operator contractors.
8. “Evidential Breath Testing Device” (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.
9. “Medical Review Officer” (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district’s drug testing program and for evaluating medical explanations for certain drug tests.
10. “Refusal to Submit” (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver’s provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer’s instructions, in an observed collection, to raise the driver’s clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that

could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.

11. “Safety-sensitive functions” are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
12. “Screening Test Technician” (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.
13. “Stand Down” means to temporarily remove an employee from performing safety-sensitive functions after a laboratory reports a confirmed positive, an adulterated, or a substituted test result but before the MRO completes the verification process.
14. “Substance Abuse Professional” (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.
2. The school district shall provide to each driver information concerning the effects of alcohol and controlled substances use on an individual’s health, work, and personal life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.
3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying

that he or she has received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

D. Alcohol and Controlled Substances Testing Program Manager

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.
2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.
2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until he or she undergoes a post-accident alcohol test, whichever occurs first.
6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.
7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a

licensed physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. [Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.](#)

8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, [including medical cannabis](#), or has adulterated or substituted a test specimen for controlled substances.
9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district which prohibit the possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

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

G. Prescription Drugs

A driver shall inform his or her supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. [Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry.](#)

H. Testing Requirements

1. Pre-Employment Testing

- a. A driver applicant shall undergo testing for [alcohol and] controlled substances, [including medical cannabis](#), before the first time the driver performs safety-sensitive functions for the school district.
- b. Tests shall be conducted only after the applicant has received a conditional offer of employment.

- c. In order to be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, [including medical cannabis](#), or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.
- d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.

2. Post-Accident Testing

- a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, [including medical cannabis](#), if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.
- b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.
- c. Drivers should be tested for controlled substances, [including medical cannabis](#), no later than thirty-two (32) hours after the accident.
- d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.
- e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.
- f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours

following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.

3. Random Testing

- a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.
- b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, [including medical cannabis](#), at a minimum annual percentage of 50%.
- c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made.
- d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.
- e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4. Reasonable Suspicion Testing

- a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, [including medical cannabis](#), test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, [including medical cannabis](#), on duty or within four (4) hours before coming on duty. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.
- b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal

effects of controlled substances.

- c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.
  - d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.
5. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances.
6. Follow-Up Testing. When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.
7. Refusal to Submit and Attendant Consequences
- a. A driver or driver applicant may refuse to submit to drug and alcohol testing.
  - b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 U.S.C. § 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.
  - c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.

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

I. Testing Procedures

1. Drug Testing

- a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.
- b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.
- c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.

416-10

- d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor’s failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.
- e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.
- f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:
  - (1) The donor expressly declines the opportunity to discuss the test results;
  - (2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or
  - (3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

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

- b. Any test result less than 0.02 alcohol concentration is considered a “negative” test.
- c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor’s inability to provide a breath sample is genuine or constitutes a refusal to test.
- d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.
- e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

- 1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver’s or driver applicant’s expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.
- 2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:
  - a. The school district has first given the employee an opportunity to participate in, at the employee’s own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and
  - b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.
  - c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

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

L. Confidentiality of Test Results

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

M. Recordkeeping Requirements and Retention of Records

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

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

Basic records	5 years
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“Basic records” includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

Information obtained from previous employers	3 years
Collection records	2 years
Negative and cancelled drug tests	1 year
Alcohol tests with less than 0.02 concentration	1 year
Education and training records	indefinite

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

N. Training

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

of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

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

2. Referral, Evaluation, and Treatment

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

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

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

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

3. Disciplinary Action

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

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

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

P. Other Testing

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

**IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES**

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

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

1. General Limitations

- a. The school district will not request or require an employee or job applicant whose position does not require a commercial driver’s license to undergo drug or alcohol testing, unless the testing is done pursuant to this drug and alcohol testing policy; and is conducted by a testing laboratory which participates in one of the programs listed in Minn. Stat. § 181.953, Subd. 1.
- b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver’s license to undergo drug and alcohol testing on an arbitrary and capricious basis.

2. Job Applicant Testing

The school district may request or require any job applicant whose position does not require a commercial driver’s license to undergo drug and alcohol testing, provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered employment for that position. If a job applicant has received a job offer which is contingent on the applicant’s passing drug

and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the event the job offer is subsequently withdrawn, the school district shall notify the job applicant of the reason for its action.

3. Random Testing

The school district may request or require employees to undergo drug and alcohol testing on a random selection basis only if they are employed in safety-sensitive positions.

4. Reasonable Suspicion Testing

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

- a. is under the influence of drugs or alcohol;
- b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;
- c. has sustained a personal injury, as that term is defined in Minn. Stat. § 176.011, Subd. 16, or has caused another employee to sustain a personal injury; or
- d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

5. Treatment Program Testing

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

6. Routine Physical Examination Testing

The school district may request or require any employee to undergo drug

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

B. No Legal Duty to Test

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing.

C. Definitions

1. "Drug" means a controlled substance as defined in Minnesota Statutes, [including medical cannabis, regardless of enrollment in the state registry program.](#)
2. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" mean analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. § 181.953, Subd. 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.
3. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."
4. "Job applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person's passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.).
5. "Positive test result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold

detection levels contained in the standards of one of the programs listed in Minn. Stat. § 181.953, Subd. 1.

6. “Random selection basis” means a mechanism for selection of employees that:
  - a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and
  - b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.
7. “Reasonable suspicion” means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
8. “Safety-sensitive position” means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

D. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing and Consequences of Such Refusal

1. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing

Any employee or job applicant whose position does not require a commercial driver’s license has the right to refuse drug and alcohol testing subject to the provisions contained in Paragraphs 2. and 3. of this Section D.

2. Consequences of an Employee’s Refusal to Undergo Drug and Alcohol Testing

Any employee in a position that does not require a commercial driver’s license who refuses to undergo drug and alcohol testing in the circumstances set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.

3. Consequences of a Job Applicant’s Refusal to Undergo Drug and Alcohol Testing

Any job applicant for a position which does not require a commercial driver’s license who refuses to undergo drug and alcohol testing pursuant to the Job Applicant Testing provision of this policy shall not be employed.

E. Reliability and Fairness Safeguards

1. Pretest Notice

Before requesting an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, the school district shall provide the employee or job applicant with a Pretest Notice in the form of Attachment D to this policy on which to acknowledge that the employee or job applicant has received the school district's drug and alcohol testing policy.

2. Notice of Test Results

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee or job applicant who has undergone drug or alcohol testing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test.

4. Notice of and Right to Explain Positive Test Result

a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide him or her with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information.

b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.

c. The employee may present verification of enrollment in the medical cannabis patient registry as part of the employee's explanation.

d. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

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5. Notice of and Right to Request Confirmatory Retests

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide him or her with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.
- b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. § 181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

6. If an employee or job applicant has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform him or her of other rights provided under Sections F. or G., below, whichever is applicable.

Attachments E and F to this policy provide the Notices described in Paragraphs 2. through 6. of this Section E.

F. Discharge and Discipline of Employees Whose Positions Do Not Require a Commercial Driver's License

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.
2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:
  - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
  - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information [or the employee's status as a patient enrolled in the medical cannabis registry program](#) revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon or after hire, [or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.](#)
- [6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.](#)
- [76.](#) An employee must be given access to information in his or her personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and

actions taken based on the reports or other acquired information.

G. Withdrawal of Job Offer for an Applicant for a Position That Does Not Require a Commercial Driver's License

If a job applicant has received a job offer made contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

H. Chain-of-Custody Procedures

The school district has established its own reliable chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the samples to be tested. The procedures require the following:

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;
2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;
3. A sample must be accompanied by a written chain-of-custody record; and
4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

A laboratory may only disclose to the school district test result data regarding the presence or absence of drugs, alcohol or their metabolites in a sample tested.

2. Confidentiality Limitations

With respect to employees and job applicants, test result reports and other information acquired in the drug or alcohol testing process are private data on individuals as that phrase is defined in Minn. Stat. Ch. 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding Paragraphs 1. and 2., evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minn. Stat. Ch. 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee or job applicant tested.

J. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug and alcohol testing policy to all affected employees upon adoption of the policy, to a previously non-affected employee upon transfer to an affected position under the policy, and to a job applicant upon hire and before any testing of the applicant if the job offer is made contingent on the applicant's passing drug and alcohol testing. Affected employees and applicants will acknowledge receipt of this written notice in the form of Attachment G to this policy.

**V. POSTING**

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees or job applicants in its personnel office or other suitable locations.

- Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. Ch. 43A (State Personnel Management)  
[Minn. Stat. § 152.22 \(Medical Cannabis: Definitions\)](#)  
[Minn. Stat. § 152.23 \(Medical Cannabis: Limitations\)](#)  
[Minn. Stat. § 152.32 \(Protections for Registry Program Participation\)](#)  
Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)  
Minn. Stat. § 221.031 (Motor Carrier Rules)  
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)  
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)

49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)

***Cross-References:*** Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
Burnsville-Eagan-Savage School District Policy 406 (Public and Private Personnel Data)  
Burnsville-Eagan-Savage School District Policy 417 (Chemical Use and Abuse)  
Burnsville-Eagan-Savage School District Policy 418 (Drug-Free Workplace/Drug-Free School)

*Adopted: 6/89*  
*Reviewed: 1/28/2016*  
*Revised: 5/93, 2/11/2016*  
*Rescinds: GBCB-R, JFCH*

## **417 CHEMICAL USE AND ABUSE**

### **I. PURPOSE**

The school board recognizes that chemical use and abuse constitutes a grave threat to the physical and mental well-being of students and employees and significantly impedes the learning process. The school board believes that the Independent School District 191 has a role in education, intervention, and prevention of chemical use and abuse. The purpose of this policy is to assist the school district in its goal to prevent chemical use and abuse by providing procedures for education and intervention and to maintain a safe and healthful environment for students by prohibiting the use of alcohol, toxic substances and controlled substances without a health care provider's prescription.

### **II. GENERAL STATEMENT OF POLICY**

- A. The unlawful manufacture, distribution, dispensation, possession, use or being under the influence of controlled substances, [medical cannabis](#), toxic substances, prescription drugs and over-the-counter preparations (without a health care provider's prescription) or alcohol before, during, or after school hours, at school or in or on other school premises, including any vehicles owned or operated by or for the District, or at any school sponsored activity regardless of location is prohibited in accordance with school district policies with respect to a Drug-Free Workplace/Drug-Free School. Paraphernalia associated with controlled substances is prohibited.
- B. It is the policy of this school district is to provide an instructional program in every elementary and secondary school regarding chemical abuse and the prevention of chemical dependency.
- C. The school district shall establish and maintain in every school a multi-disciplinary team called the Student Teacher Assistance Team (STAT) to identify students who have chemical health, use or abuse related issues including, but not limited to:
  - 1. Students affected by the chemical use or abuse of others,
  - 2. Students requiring awareness of their own chemical use or abuse and of existing community resources for counseling and treatment,
  - 3. Students requiring support during re-entry into the school after disciplinary action due to chemical use or abuse or, on student request,

after their involvement in a treatment program for chemical use or abuse.

- D. The school district shall establish and maintain a program to educate and assist employees, students and others in understanding this policy and the goals of achieving drug-free schools and workplaces. The school district will offer staff development opportunities in chemical health, use and abuse issues available to all school district employees and promote opportunities for vetted community education programs available to parents and community members on topics of chemical health, use and abuse prevention.

### III. DEFINITIONS

- A. “Chemical abuse” means use of any psychoactive or mood-altering chemical substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially disordering behavior, to the extent that the student’s or staff member's normal function in academic, school, or social activities is chronically impaired.
- B. “Chemicals” includes but is not limited to alcohol, toxic substances, [medical cannabis](#), prescription, non-prescription and controlled substances as defined in the school district’s Drug-Free Workplace/Drug-Free School policy.
- C. “Use” includes to sell, buy, manufacture, distribute, dispense, use, or be under the influence of chemicals, whether or not for the purpose of receiving remuneration.
- D. “School location” includes any school building or on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off-school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.
- E. “Student Teacher Assistance Team (STAT)” is a school based multi-disciplinary team that consists of grade-level or content level teachers, administrators and student support services staff (e.g., school nurse, school social worker, school psychologist, school guidance counselor, school-linked mental health provider, etc.). STAT meets regularly to review/analyze instructional/behavior problems presented by referring teachers who have attempted interventions and supports in their classrooms/settings. This team assists the teachers to design an intervention plan that is targeted and measurable over a specific period of time.

### IV. STUDENTS

- A. Instruction
  - 1. Every school shall provide an instructional program in chemical use and abuse and the prevention of chemical dependency. The school district

may involve parents, students, health care professionals, state department staff, and members of the community in developing the curriculum.

2. Each school shall have age-appropriate and developmentally based activities that:
  - a. address the consequences of the illegal use of chemicals,;
  - b. promote a sense of individual responsibility;
  - c. teach students that most people do not illegally use drugs;
  - d. teach students to recognize social and peer pressure to use drugs illegally and the skills for resisting illegal drug use;
  - e. teach students about the dangers of emerging drugs;
  - f. engage students in the learning process; and
  - g. incorporate activities in secondary schools that reinforce prevention activities implemented in elementary schools.
3. Each school shall disseminate drug prevention information within the school and to families.
4. The district will offer professional development opportunities and training for, and involvement of, school personnel, student services personnel, parents, and interested community members in prevention, education, early identification and intervention, mentoring, or treatment referral, as related to chemical use and abuse.
5. Each school shall have drug prevention activities.

**B. Multi-Disciplinary Team**

1. Every school shall have a chemical use and abuse multi-disciplinary team incorporated by the Student Teacher Assistance Team (STAT) designated by the superintendent or designee.
2. STAT is responsible for addressing reports of chemical use and abuse issues and making recommendations for appropriate responses to the individual reported cases.
3. After receiving an individual report, the STAT shall provide the student and, in the case of a minor, the student's parents with information about school and community services in connection with chemical use and abuse.

C. Data Practices

1. Student data may be disclosed without consent in health and safety emergencies pursuant to Minn. Stat. § 13.32 and applicable federal law and regulations.
2. Destruction of Records

All documentation of preassessment, assessment and follow up related to chemical use and chemical abuse will be retained following the district's record retention schedule.

D. Consent

Following the MN Minor Consent law, any minor may give effective consent for medical, mental, and other health services to determine the presence of or to treat conditions associated with alcohol and other drug abuse, and the consent of no other person is required.

**V. EMPLOYEES**

A. The superintendent or designee shall undertake and maintain a drug-free awareness and prevention program to inform employees, students, and others about:

1. The dangers and health risks of chemical use and abuse in the workplace/school.
2. The school district's drug-free workplace/drug-free school policy.
3. Any available drug or alcohol counseling, treatment, re-entry, and/or assistance programs available to employees.
4. The penalties that may be imposed on employees for drug abuse violations.

B. The superintendent or designee shall notify any federal granting agency required to be notified under the Drug-Free Workplace Act within ten (10) days after receiving notice of a conviction of an employee for a criminal drug statute violation occurring in the workplace. To facilitate the giving of such notice, any employee aware of such a conviction shall report the same to the superintendent.

**VI. EXCEPTIONS**

A. It shall not be a violation of this policy for a student to bring onto a school location, for such student's own use, a controlled substance which has a currently accepted medical use in treatment in the United States and the student has a

licensed health care provider's prescription for the substance and associated necessary paraphernalia, such as an inhaler or syringe. The student shall comply with the relevant district policies regarding student medication.

**Legal References:** Minn. Stat. § 13.32 (Educational Data)  
Minn. Stat. § 121A.25-121A.29 (Chemical Abuse)  
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 138.163 (Records Management Act)  
Minn. Stat. § 144.343 (Pregnancy, Venereal Disease, Alcohol or Drug Abuse, Abortion)  
[Minn. Stat. § 152.22 \(Medical Cannabis; Definitions\)](#)  
[Minn. Stat. § 152.23 \(Medical Cannabis; Limitations\)](#)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
20 U.S.C. §§ 7101-7165 (Safe and Drug-Free Schools and Communities Act)  
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)  
34 C.F.R. Part 84 (Government-wide Requirements for Drug-Free Workplace)

**Cross References:** Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
Burnsville-Eagan-Savage School District Policy 416 (Drug and Alcohol Testing)  
Burnsville-Eagan-Savage School District Policy 418 (Drug-Free Workplace/Drug Free School)  
Burnsville-Eagan-Savage School District Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)  
Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)  
Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)  
Burnsville-Eagan-Savage School District Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)

Adopted: 6/89  
Reviewed:  
Revised: 5/93, 2/0, 9/14  
Rescinds: GBCBA, JFCH

## 418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

### I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, and controlled substances without a physician's prescription.

### II. GENERAL STATEMENT OF POLICY

- A. Use or possession of controlled substances, toxic substances, medical cannabis, and alcohol before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.
- B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, ~~or~~ controlled substances, or medical cannabis in any school location.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

### III. DEFINITIONS

- A. "Alcohol" includes any alcoholic beverage, malt beverage, fortified wine, or other intoxicating liquor.
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, including analogues and look-alike drugs.
- C. "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; or (4) any other method, excluding smoking, approved by the commissioner.

- DE. “Toxic substances” includes glue, cement, aerosol paint, or other substances used or possessed with the intent of inducing intoxication or excitement of the central nervous system.
- ED. “Use” includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.
- FE. “Possess” means to have on one’s person, in one’s effects, or in an area subject to one’s control.
- GF. “School location” includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

#### **IV. EXCEPTIONS**

- A. A violation of this policy does not occur when a person brings onto a school location, for such person’s own use, a controlled substance, except medical cannabis, which has a currently accepted medical use in treatment in the United States and the person has a physician’s prescription for the substance. The person shall comply with the relevant procedures of this policy.
- B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minn. Stat. § 624.701, Subd. 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

#### **V. PROCEDURES**

- A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, must comply with the school district’s student medication policy.
- B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.
- C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.

- D. Employees are subject to the school district's drug and alcohol testing policies and procedures.
- E. Members of the public are not permitted to possess controlled substances in a school location except with the express permission of the superintendent.
- F. No person is permitted to possess or use medical cannabis on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility.
- GF. Possession of alcohol on school grounds pursuant to the exceptions of Minn. Stat. § 624.701, Subd. 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

## VI. ENFORCEMENT

### A. Students

1. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.
2. The student may be referred to a drug or alcohol assistance or rehabilitation program and/or to law enforcement officials when appropriate.

### B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.
3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any

employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.

4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

**Legal References:** Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)  
[Minn. Stat. § 152.22 \(Medical Cannabis; Definitions\)](#)  
[Minn. Stat. § 152.23 \(Medical Cannabis; Limitations\)](#)  
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)  
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)  
Minn. Stat. § 609.684 (Sale of Toxic Substances to Children; Abuse of Toxic Substances)  
Minn. Stat. § 624.701 (Liquor in Certain Buildings or Grounds)  
20 U.S.C. § 7101-7165 (Safe and Drug-Free Schools and Communities Act)  
21 U.S.C. § 812 (Schedules of Controlled Substances)  
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)  
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)  
34 C.F.R. Part 84 (Government-wide Requirements for Drug-Free Workplace)

**Cross References:** Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
Burnsville-Eagan-Savage School District Policy 416 (Drug and Alcohol Testing)  
Burnsville-Eagan-Savage School District Policy 417 (Chemical Use and Abuse)  
Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)  
Burnsville-Eagan-Savage School District Policy 516 (Student Medication)

Adopted: 5/04  
Reviewed: 9/10/2015  
Revised: 9/24/2015, [4/1/2016](#)  
Rescinds: JFC

*Burnsville-Eagan-Savage School District Policy 506*

## **506 STUDENT DISCIPLINE**

### **I. PURPOSE**

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

### **II. GENERAL STATEMENT OF POLICY**

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

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

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

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

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

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

### **III. AREAS OF RESPONSIBILITY**

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.
- C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, 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.
- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher 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.
- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm or death to another.
- F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice.

They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

#### **IV. STUDENT RIGHTS**

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

#### **V. STUDENT RESPONSIBILITIES**

All students have the responsibility:

- A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;
- B. To attend school daily, except when excused, and to be on time to all classes and other school functions;
- C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;
- D. To make necessary arrangements for making up work when absent from school;
- E. To assist the school staff in maintaining a safe school for all students;
- F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;
- G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;
- H. To be aware of and comply with federal, state, and local laws;
- I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;
- J. To respect and maintain the school's property and the property of others;
- K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;

- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- M. To conduct themselves in an appropriate physical or verbal manner; and
- N. To recognize and respect the rights of others.

**VI. CODE OF STUDENT CONDUCT**

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

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
2. The use of profanity or obscene language, or the possession of obscene materials;
3. Gambling, including, but not limited to, playing a game of chance for stakes;
4. Violation of the school district’s Hazing Prohibition Policy;
5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
6. Violation of the school district’s Student Attendance Policy;
7. Opposition to authority using physical force or violence;

8. Using, possessing, or distributing tobacco, e-cigarettes, tobacco paraphernalia, or tobacco related devices;
9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances, ~~except as prescribed by a physician, including~~ (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);
11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
13. Violation of the school district's Weapons Policy;
14. Violation of the school district's Violence Prevention Policy;
15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
19. Violation of any local, state, or federal law as appropriate;
20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority,

- cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
21. Violation of the school district's Internet Acceptable Use and Safety Policy;
  22. Use of devices or objects to cause distractions or facilitate cheating;
  23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
  24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
  25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
  26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
  27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;
  28. Possession or distribution of slanderous, libelous, or pornographic materials;
  29. Violation of the school district's Bullying Prohibition Policy;
  30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;
  31. Criminal activity;
  32. Falsification of any records, documents, notes, or signatures;
  33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;

34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of electronic devices or other technology to accomplish this end;
35. Impertinent or disrespectful language toward teachers or other school district personnel;
36. Violation of the school district's Harassment and Violence Policy;
37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
40. Verbal assaults or verbally abusive behavior including, but not limited to, use of language that is discriminatory, abusive, obscene, threatening, intimidating, or that degrades other people;
41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;
43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;
44. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
45. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

## **VII. DISCIPLINARY ACTION OPTIONS**

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

- A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact;
- D. Parent conference;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;

- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R. Expulsion under the Pupil Fair Dismissal Act;
- S. Exclusion under the Pupil Fair Dismissal Act; and/or
- T. Other disciplinary action as deemed appropriate by the school district.

## **VIII. REMOVAL OF STUDENTS FROM CLASS**

- A. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as outlined in the Student/Parent Handbook.. “Removal from class” and “removal” mean any actions taken by an authorized school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

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

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher’s ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
4. Other conduct, which in the discretion of the teacher or administration requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

- B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student’s tenth removal from class and make reasonable attempts to convene a meeting with the student’s parent or guardian to discuss the problem that is causing the student to be removed from class.

## **IX. DISMISSAL**

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

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

The school district shall not dismiss any student without attempting to provide alternative educational services before dismissal proceedings, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

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

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

C. Suspension Procedures

1. “Suspension” means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.
2. If a student’s total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student’s parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian’s expense. The purpose of this meeting is to attempt to determine the pupil’s need for assessment or other services or whether the parent or guardian should have the student

assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

3. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.
4. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6<sup>th</sup>) consecutive day of suspension or the tenth (10<sup>th</sup>) cumulative day of suspension has elapsed.
5. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minn. Stat. § 123A.05 selected to allow the pupil to progress toward meeting graduation standards under Minn. Stat. § 120B.02, although in a different setting.
6. The school administration shall not suspend a student from school without an informal administrative conference with the student. Effort will be made to include parent or guardian in the administrative conference. The

informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

7. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, petition the juvenile court that the student is in need of services under Minn. Stat. Ch. 260C.
8. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference.
9. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
10. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
11. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) days.

D. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.
2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.

3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§121A.40-121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56; describe alternative educational services accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE).
6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.
10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.

11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minn. Stat. § 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.

19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

#### **X. ADMISSION OR READMISSION PLAN**

A school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student's behavior, including completing a character education program consistent with Minn. Stat. § 120B.232, Subd. 1, and require parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

#### **XI. NOTIFICATION OF POLICY VIOLATIONS**

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

#### **XII. STUDENT DISCIPLINE RECORDS**

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

#### **XIII. STUDENTS WITH DISABILITIES**

- A. Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

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

while on school transportation, at school, on school premises, or at a school function.

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

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

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

#### **XIV. OPEN ENROLLED STUDENTS**

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

#### **XV. DISTRIBUTION OF POLICY**

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

#### **XVI. REVIEW OF POLICY**

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

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 120B.02 (Educational Expectations for Minnesota Students)  
Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 121A.26 (School Preassessment Teams)  
~~Minn. Stat. § 121A.27 (School and Community Advisory Team)~~  
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)  
Minn. Stat. § 121A.582 (Reasonable Force)  
Minn. Stat. §§ 121A.60-121A.61 (Removal From Class)  
Minn. Stat. § 123A.05 (Area Learning Center Organization)  
Minn. Stat. § 124D.03 (Enrollment Options Program)  
Minn. Stat. § 124D.08 (Enrollment in Nonresident District)  
Minn. Stat. Ch.125A (Students With Disabilities)  
[Minn. Stat. § 152.22 \(Medical Cannabis; Definitions\)](#)

[Minn. Stat. § 152.23 \(Medical Cannabis; Limitations\)](#)

Minn. Stat. Ch. 260A (Truancy)

Minn. Stat. Ch. 260C (Juvenile Court Act)

20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Improvement Act of 2004)

29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

- Cross References:***
- Burnsville-Eagan-Savage School District Policy 413 (Harassment and Violence)
  - Burnsville-Eagan-Savage School District Policy 417 (Chemical Use and Abuse)
  - Burnsville-Eagan-Savage School District Policy 419 (Tobacco Free Environment)
  - Burnsville-Eagan-Savage School District Policy 501 (School Weapons)
  - Burnsville-Eagan-Savage School District Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
  - Burnsville-Eagan-Savage School District Policy 503 (Student Attendance)
  - Burnsville-Eagan-Savage School District Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
  - Burnsville-Eagan-Savage School District Policy 514 (Bullying Prohibition Policy)
  - Burnsville-Eagan-Savage School District Policy 524 (Internet Acceptable Use and Safety Policy)
  - Burnsville-Eagan-Savage School District Policy 525 (Violence Prevention)
  - Burnsville-Eagan-Savage School District Policy 526 (Hazing Prohibition)
  - Burnsville-Eagan-Savage School District Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)
  - Burnsville-Eagan-Savage School District Policy 610 (Field Trips)
  - Burnsville-Eagan-Savage School District Policy 709 (Student Transportation Safety Policy)
  - Burnsville-Eagan-Savage School District Policy 711 (Video Recording on School Buses)
  - Burnsville-Eagan-Savage School District Policy 712 (Video Surveillance Other Than on Buses)

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

*Burnsville-Eagan-Savage School District Policy 516*

**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, except any form of medical cannabis, 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. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minn. Stat. § 152.22, Subd. 6.
- 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.

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**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)  
[Minn. Stat. § 152.22 \(Medical Cannabis: Definitions\)](#)  
[Minn. Stat. § 152.23 \(Medical Cannabis: Limitations\)](#)  
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: 10/99

Burnsville-Eagan-Savage School District Policy 522

Reviewed: 6/09

Revised: 6/09, 12/14, [4/1/2016](#)

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 e~~Every school district employee [shall be responsible for](#) ~~to comply~~[ing](#) with this policy.
- C. The school board hereby designates ~~school district human rights officer~~[Stacey Sovine; 200 Burnsville Parkway, Burnsville, MN, 55337; 952-707-2010; ssovine@isd191.org](#) 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~~ Title IX coordinator \_\_\_\_\_ 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 and work e-mail address.
- 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)

*Adopted: 3/97*

*Burnsville-Eagan-Savage School District Policy 524*

*Reviewed: 1/15*

*Revised: 1/15, [4/1/2016](#)*

*Rescinds: IIBG and IIBG-E*

## **524 INTERNET ACCEPTABLE USE AND SAFETY POLICY**

### **I. PURPOSE**

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications. This policy also applies to the use of personally owned computing devices when used in school and on school networks and on non-school networks during school.

### **II. GENERAL STATEMENT OF POLICY**

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

### **III. LIMITED EDUCATIONAL PURPOSE**

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

### **IV. USE OF SYSTEM**

Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access

privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

## **V. UNACCEPTABLE USES**

- A. The following uses of the school district system and Internet resources or accounts are considered unacceptable:
1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit, or distribute:
    - a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;
    - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
    - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
    - d. information or materials that could cause damage or danger of disruption to the educational process;
    - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
    - f. Users will not use external proxy servers or other means of bypassing the district's Internet content filter to gain access to these materials.
  2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
  3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.
  4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.

5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.
6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.
  - a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents~~parents~~ or guardians or other staff members related to students).
  - b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:
    - (1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent or ~~/~~guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or
    - (2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.

7. Users must keep all account information and passwords on file with the

designated school district official. –Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person’s account, or use computer accounts, access codes, or network identification other than those assigned to the user. –Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.

8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person’s property without the person’s prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.

9. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. –Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.

10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district’s Bullying Prohibition Policy 514. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.

B. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. –Examples of such violations include, but are not limited to, situations where the school district system is compromised or if a school district employee or student is negatively impacted. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.

C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee’s immediate supervisor and/or the building administrator. –This disclosure may serve as a defense against an allegation that

the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

- D. Students using privately-owned electronic devices must follow the policy stated in this document while on school property, attending any school-sponsored activity, or using the [school] network.

## **VI. FILTER**

- A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:

1. Obscene;
2. Child pornography; or
3. Harmful to minors.

The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that:

- a. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
  - b. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
  - c. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
- B. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
  - C. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.
  - D. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

## VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

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

## VIII. LIMITED EXPECTATION OF PRIVACY

- A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.
- B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.
- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- D. [Parents](#)[Parents or guardians](#) have the right at any time to investigate or review the contents of their child's files and e-mail files. [Parents](#)[Parents or guardians](#) have the right to request the termination of their child's individual account at any time.
- E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. -In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure or discovery under Minn. Stat. Ch. 13 (the Minnesota Government Data Practices Act).
- F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

## IX. INTERNET USE AGREEMENT

- A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, [parents](#)[parents or guardians](#), and employees of the school district.
- B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.
- C. Annually, a building administrator, principal or designated staff member is

responsible to inform students of policies and guidelines for access to the school district computer system and acceptable and safe use of the internet, including all electronic communications.

## **X. LIMITATION ON SCHOOL DISTRICT LIABILITY**

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

## **XI. USER NOTIFICATION**

- A. All users shall be notified of the school district policies relating to Internet use.
- B. This notification shall include the following:
  - 1. Notification that Internet use is subject to compliance with school district policies.
  - 2. Disclaimers limiting the school district's liability relative to:
    - a. Information stored on school district diskettes, hard drives, servers, or officially contracted vendor applications.
    - b. Information retrieved through school district computers, networks, or online resources.
    - c. Personal property used to access school district computers, networks, or online resources.
    - d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.
  - 3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
  - 4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
  - 5. Notification that goods and services can be purchased over the Internet

that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's [parents/parents or guardians](#).

6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by Policy 406, Public and Private Personnel Data, and Policy 515, Protection and Privacy of Pupil Records.
7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

## **XII. [PARENTSPARENTS OR GUARDIANS](#)' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE**

- A. Outside of school, [parents/parents or guardians](#) bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. [Parents/Parents or guardians](#) are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.
- B. [Parents/Parents or guardians](#) will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide [parents/parents or guardians](#) the option to request alternative activities not requiring Internet access. This notification should include:
  1. A copy of the user notification form provided to the student user.
  2. A description of parent/guardian responsibilities.
  3. A notification that the [parents/parents or guardians](#) have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.
  4. A statement that the school district's acceptable use policy is available for parental review.

## **XIII. IMPLEMENTATION; POLICY REVIEW**

- A. The school district administration may develop appropriate user notification

forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.

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

**Legal References:** 15 U.S.C. § 6501 *et seq.* (Children’s Online Privacy Protection Act)  
17 U.S.C. § 101 *et seq.* (Copyrights)  
20 U.S.C. § 6751 *et seq.* (Enhancing Education through Technology Act of 2001)  
47 U.S.C. § 254 (Children’s Internet Protection Act of 2000 (CIPA))  
47 C.F.R. § 54.520 (FCC rules implementing CIPA)  
Minn. Stat. § 121A.0695 (School Board Policy; Prohibiting Intimidation and Bullying)  
Minn. Stat. § 125B.15 (Internet Access for Students)  
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)  
*Tinker v. Des Moines Indep. Cmty. Sch. Dist.*, 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)  
*United States v. Amer. Library Assoc.*, 539 U.S. 194, 123 S.Ct. 2297, 56 L.Ed.2d 221 (2003)  
*Doninger v. Niehoff*, 527 F.3d 41 (2<sup>nd</sup> Cir. 2008)  
*R.S. v. Minnewaska Area Sch. Dist. No. 2149*, No. 12-588, 2012 WL 3870868 (D. Minn. 2012)  
*Tatro v. Univ. of Minnesota*, 800 N.W.2d 811 (Minn. App. 2011), *aff’d* on other grounds 816 N.W.2d 509 (Minn. 2012)  
*S.J.W. v. Lee’s Summit R-7 Sch. Dist.*, 696 F.3d 771 (8<sup>th</sup> Cir. 2012)  
*Kowalski v. Berkeley County Sch.*, 652 F.3d 656 (4<sup>th</sup> Cir. 2011)  
*Layshock v. Hermitage Sch. Dist.*, 650 F.3d 205 (3<sup>rd</sup> Cir. 2011)  
*Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist.*, 853 F.Supp.2d 888 (W.D. Mo. 2012)  
*M.T. v. Cent. York Sch. Dist.*, 937 A.2d 538 (Pa. Commw. Ct. 2007)  
*J.S. v. Bethlehem Area Sch. Dist.*, 807 A.2d 847 (Pa. 2002)

**Cross References:** Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
Burnsville-Eagan-Savage School District Policy 406 (Public and Private Personnel Data)  
Burnsville-Eagan-Savage School District Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and

Employees)

Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)

[Burnsville-Eagan-Savage School District Policy 514 \(Bullying Prohibition Policy\)](#)

Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)

Burnsville-Eagan-Savage School District Policy 519 (Interviews of Students by Outside Agencies)

Burnsville-Eagan-Savage School District Policy 521 (Student Disability Nondiscrimination)

Burnsville-Eagan-Savage School District Policy 522 (Student Sex Nondiscrimination)

Burnsville-Eagan-Savage School District Policy 603 (Curriculum Development)

Burnsville-Eagan-Savage School District Policy 604 (Instructional Curriculum)

Burnsville-Eagan-Savage School District Policy 606 (Textbooks and Instructional Materials)

Burnsville-Eagan-Savage School District Policy 806 (~~Crisis Management~~[Emergency Operations](#) Policy)

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

*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 [an IEP](#).

### 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.

G. [Reporting to the Minnesota Department of Education \(MDE\)](#)

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Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE (Commissioner) specific and measurable implementation and outcome goals for reducing the use of restrictive procedures. The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of prone restraints. By June 30 of each year, districts must report summary data on the use of restrictive procedures to the MDE, in a form and manner determined by the Commissioner. The summary data must include information about the use of restrictive procedures, including the use of reasonable force by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

**Legal References:** Minn. Stat. ~~§ 13.01, et seq.~~ Ch. 13 (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)

Adopted:  
Reviewed:  
Revised:  
Rescinds:

## **629 ALTERNATIVE INSTRUCTION**

### **I. PURPOSE**

The purpose of this policy is to give direction when alternative instruction is requested.

### **II. GENERAL STATEMENT OF POLICY**

In accordance with M.S. 120B.20, parents/guardians may review the content of instructional materials to be provided to their minor child. Content of instructional materials means content included in District-approved core and supplementary ~~textbooks, films, filmstrips, records, audio and video tapes, slides, and electronic media,~~instructional resources

### **III. PROCEDURES**

#### **A. Review**

1. Parents/guardians wishing to review instructional materials to be provided to their ~~child~~student will present the request to the Principal or designee, being as specific as possible as to which materials they wish to review. The building Principal or designee will arrange an opportunity for review of the requested material.
2. If the parents/guardians object to the content for the child, they are to notify the Principal or designee of the specific objection and complete the form "Alternative Instruction Request Form."

#### **B. Alternative Instructional Plan**

1. Principal or designee will propose alternative content and/or instruction that is reasonable within available resources. The form "School Alternative Instruction Plan" will be completed and reviewed with the parent(s) or guardian(s).
2. Alternative instruction may be provided by the parents/guardians if the alternative instruction offered by principal or designee does not meet the concerns of the parents/guardians. The District is not required to pay for the costs of alternative instruction provided by

parents/guardians. The parent/guardian should complete the form “Parent-Provided Alternative Instruction.”

3. The parents/guardians will submit, in writing, their plan to provide the alternative instruction.
4. School personnel will evaluate and assess the quality of the student’s work produced as part of alternative instruction.
5. School personnel will not impose an academic or other penalty on a student merely for arranging alternative instruction under this policy.
6. Neither objection to the content of instructional materials nor provision of alternative instruction for any one student is to interfere with the rights of others to receive the regular instructional content.
7. Credits earned under alternative instruction will be documented as a “pass.” These credits will not impact class rank or grade point average.

~~C. Request Form~~

~~—————The school will have in the student’s cumulative file, documentation of the request for alternative instruction (see attached form).~~

Legal References: M.S. 120B.20 - Parental Curriculum Review

Cross References:

**Independent School District No. 191**  
**ALTERNATIVE INSTRUCTION REQUEST FORM**

Date:

Person initiating request:

Student name:

School student is attending:

Course/unit/lesson being requested:

Specific content or curriculum in question:

Basis of concern:

Parent/Guardian \_\_\_\_\_ Date

**Independent School District No. 191**  
**SCHOOL ALTERNATIVE INSTRUCTION PLAN**

Suggested alternative instructional activity to take place:

Person who will provide instruction:

Evaluation and assessment of the quality of the student's work: *(to be completed by school personnel)*

The instructor and principal of the school have reviewed this plan.

Signed: Instructor \_\_\_\_\_ Date

Principal \_\_\_\_\_ Date

Parent/Guardian \_\_\_\_\_ Date

\_\_\_\_\_ ACCEPT

\_\_\_\_\_ DENY

**Independent School District No. 191**  
**PARENT-PROVIDED ALTERNATIVE INSTRUCTION**  
**(to be completed by parent)**

Date:

Student name: \_\_\_\_\_

School student is attending:

Course/unit/lesson being requested:

Suggested alternative instruction (describe in detail):

Person delivering instruction:

Evaluation and assessment of the quality of the student's work: (to be completed by school personnel)

Signed: Parent/Guardian \_\_\_\_\_ Date

Principal \_\_\_\_\_ Date  
\_\_\_\_\_ ACCEPT

\_\_\_\_\_ DENY

Adopted: 4/14/2016  
Reviewed: 3/24/2016  
Revised:  
Rescinds:

## **707 TRANSPORTATION OF PUBLIC SCHOOL STUDENTS**

### **I. PURPOSE**

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

### **II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school district is to provide for the transportation of students in a manner which will protect their health, welfare, and safety.
- B. The school district recognizes that transportation is an essential part of the school district services to students and parents [or guardians](#) but further recognizes that transportation by school bus is a privilege and not a right for an eligible student.

### **III. DEFINITIONS**

- A. “Child with a disability” includes every child identified under federal and state special education law as deaf or hard of hearing, blind or visually impaired, deafblind, or having a speech or language impairment, a physical impairment, other health disability, developmental cognitive disability, an emotional or behavioral disorder, specific learning disability, autism spectrum disorder, traumatic brain injury, or severe multiple impairments, and who needs special education and related services, as determined by the rules of the Commissioner of Education. A licensed physician, an advanced practice nurse, or a licensed psychologist is qualified to make a diagnosis and determination of attention deficit disorder or attention deficit hyperactivity disorder for purposes of identifying a child with a disability. In addition, every child under age three, and at the school district’s discretion from age three to seven, who needs special instruction and services, as determined by the rules of the Commissioner, because the child has a substantial delay or has an identifiable physical or mental condition known to hinder normal development is a child with a disability. A child with a short-term or temporary physical or emotional illness or disability, as determined by the rules of the Commissioner, is not a child with a disability. (Minn. Stat. § 125A.02)
- B. “Home” is the legal residence of the child. In the discretion of the school district, “home” also may be defined as a licensed day care facility, school day care facility, a respite care facility, the residence of a relative, or the residence of a person chosen by the student’s parent or guardian as the home of a student for

part or all of the day, if requested by the student's parent or guardian, or an afterschool program for children operated by a political subdivision of the state, if the facility, residence, or program is within the attendance area of the school the student attends. Unless otherwise specifically provided by law, a homeless student is a resident of the school district if enrolled in the school district. (Minn. Stat. § 123B.92, Subd. 1(b)(1); Minn. Stat. § 127A.47, Subd. 2)

- C. "Homeless student" means a student, including a migratory student, who lacks a fixed, regular, and adequate nighttime residence and includes: students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; are awaiting foster care placement; have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings, and migratory children who qualify as homeless because they are living in any of the preceding listed circumstances. (42 U.S.C. § 11434a)
- D. "Nonpublic school" means any school, church, or religious organization, or home school wherein a resident of Minnesota may legally fulfill the compulsory instruction requirements of Minn. Stat. §120A.22, which is located within the state, and which meets the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*). (Minn. Stat. §123B.41, Subd. 9)
- E. "Nonresident student" is a student who attends school in the school district and resides in another district, defined as the "nonresident district." In those instances when the divorced or legally separated parents or parents residing separately share joint physical custody of a student and the parents [or guardians](#) reside in different school districts, the student shall be a resident of the school district designated by the student's parents [or guardians](#). When parental rights have been terminated by court order, the legal residence of a student placed in a residential or foster facility for care and treatment is the district in which the student resides. (Minn. Stat. § 123B.88, Subd. 6; Minn. Stat. § 125A.51; Minn. Stat. § 127A.47, Subd. 3)
- F. "Pupil support services" are health, counseling, and guidance services provided by the public school in the same district where the nonpublic school is located. (Minn. Stat. § 123B.41, Subd. 4)
- G. "School of origin," for purposes of determining the residence of a homeless student, is the school that the student attended when permanently housed or the school in which the student was last enrolled. (42 U.S.C. § 11432(g)(3)(G))
- H. "Shared time basis" is a program where students attend public school for part of the regular school day and who otherwise fulfill the requirements of Minn. Stat. § 120A.22 by attendance at a nonpublic school. (Minn. Stat. § 126C.01, Subd. 8)

- I. “Student” means any student or child attending or required to attend any school as provided in Minnesota law and who is a resident or child of a resident of Minnesota. (Minn. Stat. § 123B.41, Subd. 11)

#### **IV. ELIGIBILITY**

- A. Upon the request of a parent or guardian, the school district shall provide transportation to and from school, at the expense of the school district, for all resident secondary students who reside one and one-half (1 ½) miles or more from the school, and all resident elementary students who reside one mile or more from the school, except for those students whose transportation privileges have been revoked or have been voluntarily surrendered by the student’s parent or guardian. (Minn. Stat. § 123B.88, Subd. 1) Distances are calculated based on where a family driveway meets the street, following the center of the street, to the nearest access point to the school property.
- B. The school district may, in its discretion, also provide transportation to any student to and from school, at the expense of the school district, for any other purpose deemed appropriate by the school board.
- C. In the discretion of the school district, transportation along regular school bus routes may also be provided, where space is available, to any person where such use of a bus does not interfere with the transportation of students. The cost of providing such transportation must be paid by those individuals using these services or some third-party payor. Bus transportation also may be provided along school bus routes when space is available for participants in early childhood family education programs and school readiness programs if these services do not result in an increase in the school district’s expenditures for transportation. (Minn. Stat. § 123B.88, Subd. 10, 11, 12, and 13)
- D. For purposes of stabilizing enrollment and reducing mobility, the school district may, in its discretion, establish a full-service school zone and may provide transportation for students attending a school in that full-service school zone. A full-service school zone may be established for a school that is located in an area with higher than average crime or other social and economic challenges and that provides education, health or human services, or other parental support in collaboration with a city, county, state, or nonprofit agency.

#### **V. TRANSPORTATION OF NONRESIDENT STUDENTS**

- A. If requested by the parent of a nonresident student, the school district shall provide transportation within its borders to a nonresident student at the same level of service that is provided to resident students. (Minn. Stat. § 124D.04, Subd. 7; Minn. Stat. § 123B.92, Subd. 3)
- B. If the school district decides to transport a nonresident student within the student’s resident district, the school district will notify the student’s resident district of its decision, in writing, prior to providing transportation. (Minn. Stat. § 123B.88,

Subd. 6)

- C. When divorced or legally separated parents or parents residing separately reside in different school districts and share physical custody of a student, the parents [or guardians](#) shall be responsible for the transportation of the student to the border of the school district during those times when the student is residing with the parent in the nonresident school district. (Minn. Stat. § 127A.47, Subd. 3(b))
- D. The school district may provide transportation to allow a student who attends a high-need English language learner program and who resides within the transportation attendance area of the program to continue in the program until the student completes the highest grade level offered by the program. (Minn. Stat. § 123B.92, Subd. 3(b))

## **VI. TRANSPORTATION OF RESIDENT STUDENTS TO NONDISTRICT SCHOOLS**

- A. In general, the school district shall not provide transportation between a resident student's home and the border of a nonresident district where the student attends school under the Enrollment Options Program. A parent may be reimbursed by the nonresident district for the costs of transportation from the pupil's residence to the border of the nonresident district if the student is from a family whose income is at or below the poverty level, as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week. (Minn. Stat. § 124D.03, Subd. 8)
- B. Resident students shall be eligible for transportation to and from a nonresident school district at the expense of the school district, if in the discretion of the school district, inadequate room, distance to school, unfavorable road conditions, or other facts or conditions make attendance in the resident student's own district unreasonably difficult or impracticable. The school district, in its discretion, may also provide for transportation of resident students to schools in other districts for grades and departments not maintained in the district, including high school, for the whole or a part of the year or for resident students who attend school in a building rented or leased by the school district in an adjacent district. (Minn. Stat. § 123B.88, Subds. 1 and 4)
- C. In general, the school district is not responsible for transportation for any resident student attending school in an adjoining state under a reciprocity agreement but may provide such transportation services at its discretion. (Minn. Stat. § 124D.041)

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

- A. Upon a request of a parent or guardian, [the board must provide necessary transportation, consistent with Minn. Stat. § 123B.92, Subd. 1\(b\)\(4\), for a resident](#)

~~student-child with a disability who is not yet enrolled in kindergarten, who requires special education services in a location other than the student's home, shall be provided transportation to and from the student's home at the expense of the school district and shall not be subject to any distance requirement, for the provision of special instruction and services. Special instruction and services for a child with a disability not yet enrolled in kindergarten include an individualized education program (IEP) team placement in an early childhood program when that placement is necessary to address the child's level of functioning and needs.~~  
(Minn. Stat. § 123B.88, Subd. 1)

- B. Resident students with a disability whose IEP team determines that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the school. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the condition and applicable laws. This provision shall not be applicable to parents or guardians who transport their own child under a contract with the school district. (Minn. Stat. § 123B.88, Subd. 19; Minn. Rules Part 7470.1600)
- C. Resident students with a disability who are boarded and lodged at Minnesota state academies for educational purposes, but who also are enrolled in a public school within the school district, shall be provided transportation, by the school district to and from said board and lodging facilities, at the expense of the school district. (Minn. Stat. § 125A.65)
- D. If a resident student with a disability attends a public school located in a contiguous school district and the school district of attendance does not provide special instruction and services, the school district shall provide necessary transportation for the student between the school district boundary and the educational facility where special instruction and services are provided within the school district. The school district may provide necessary transportation of the student between its boundary and the school attended in the contiguous district, but shall not pay the cost of transportation provided outside the school district boundary. (Minn. Stat. § 125A.12)
- E. When a student with a disability or a student with a short-term or temporary disability is temporarily placed for care and treatment in a day program located in another school district and the student continues to live within the school district during the care and treatment, the school district shall provide the transportation, at the expense of the school district, to that student. The school district may establish reasonable restrictions on transportation, except if a Minnesota court or agency orders the child placed at a day care and treatment program and the school district receives a copy of the order, then the school district must provide transportation to and from the program unless the court or agency orders otherwise. Transportation shall only be provided by the school district during regular operating hours of the school district. (Minn. Stat. § 125A.15(b); Minn. Stat. § 125A.51(d))

- F. When a nonresident student with a disability or a student with a short-term or temporary disability is temporarily placed in a residential program within the school district, including correctional facilities operated on a fee-for-service basis and state institutions, for care and treatment, the school district shall provide the necessary transportation at the expense of the school district. Where a joint powers entity enters into a contract with a privately owned and operated residential facility for the provision of education programs for special education students, the joint powers entity shall provide the necessary transportation. (Minn. Stat. § 125A.15(c) and (d); Minn. Stat. § 125A.51(e))
- G. Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law. (Minn. Rules Part 7470.1700)
- H. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in Minn. Stat. Ch. 125A. (Minn. Rules Part 7470.1600, Subd. 2)

### **VIII. HOMELESS STUDENTS**

- A. Homeless students shall be provided with transportation services comparable to other students in the school district. (42 U.S.C. § 11432(e)(3)(C)(i)(III)(cc) and (g)(4)(A))
- B. Upon request by the student's parent, guardian, or homeless education liaison, the school district shall provide transportation for a homeless student as follows:
  - 1. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements within the school district shall be provided transportation to and from the secondary resident student's school of origin and the shelter or other non-shelter location if the shelter or non-shelter location is one and one-half (1 ½) or more miles from the school, and for all resident elementary students who reside one mile or more from the school of origin and the student's transportation privileges have not been revoked. (42 U.S.C. § 11432(g)(1)(J)(iii)(I))
  - 2. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements outside of the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location if the shelter or non-shelter location is two or more miles from the school of origin and the student's transportation privileges have not been revoked, unless the school district and the school district in which the

student is temporarily placed agree that the school district in which the student is temporarily placed shall provide transportation. (Minn. Stat. § 125A.51(f); 42 U.S.C. § 11432(g)(1)(J)(iii)(II))

3. If a nonresident student is homeless and is residing in a public or private homeless shelter or has other non-shelter living arrangements within the school district, the school district may provide transportation services between the shelter or non-shelter location and the student's school of origin outside of the school district upon agreement with the school district in which the school of origin is located. (Minn. Stat. § 125A.51(f))
4. A homeless nonresident student enrolled under Minn. Stat. § 124D.08, Subd. 2a, must be provided transportation from the student's district of residence to and from the school of enrollment. (Minn. Stat. § 123B.92, Subd. 3(c)).

## **IX. AVAILABILITY OF SERVICES**

Transportation shall be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break. Transportation may be provided for summer instructional programs for students with a disability or in conjunction with a learning year program. Transportation between home and school may also be provided, in the discretion of the school district, on staff development days. (Minn. Stat. § 123B.88, Subd. 21)

## **X. MANNER OF TRANSPORTATION**

The scheduling of routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, the determination of fees, and any other matter relating thereto shall be within the sole discretion, control and management of the school board. The school district may, in its discretion, provide room and board, in lieu of transportation, to a student who may be more economically and conveniently provided for by that means. (Minn. Stat. § 123B.88, Subd. 1)

## **XI. RESTRICTIONS**

Transportation by the school district is a privilege and not a right for an eligible student. A student's eligibility to ride a school bus may be revoked for a violation of school bus safety or conduct policies, or violation of any other law governing student conduct on a school bus pursuant to the school district's discipline policy. Revocation of a student's bus riding privilege is not an exclusion, expulsion, or suspension under the Pupil Fair Dismissal Act. Revocation procedures for a student who is an individual with a disability under 20 U.S.C. § 1415 (Individuals with Disabilities Education Improvement Act), 29 U.S.C. § 794 (the Rehabilitation Act), and 42 U.S.C. § 12132, (Americans with Disabilities Act) are governed by these provisions. (Minn. Stat. § 121A.59)

## **XII. FEES**

- A. In its discretion, the school district may charge fees for transportation of students to and from extracurricular activities conducted at locations other than school, where attendance is optional. (Minn. Stat. § 123B.36, Subd. 1(10))
- B. The school district may charge fees for transportation of students to and from school when authorized by law. If the school district charges fees for transportation of students to and from school, guidelines shall be established for that transportation to ensure that no student is denied transportation solely because of inability to pay. The school district also may waive fees for transportation if the student’s parent is serving in, or within the past year has served in, active military service as defined in Minn. Stat. § 190.05. (Minn. Stat. § 123B.36, Subds. 1(11) and 6)
- C. The school district may charge reasonable fees for transportation of students to and from post-secondary institutions for students enrolled under the post-secondary enrollment options program. Families who qualify for mileage reimbursement may use their state mileage reimbursement to pay this fee. (Minn. Stat. § 123B.36, Subd. 1(13))
- D. Where, in its discretion, the school district provides transportation to and from an instructional community-based employment site that is part of an approved work-based training program, the school district may require the payment of reasonable fees for transportation from students who receive remuneration for their participation in these programs. (Minn. Stat. § 123B.36, Subd. 3)

**Legal References:** Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.59 (Bus Transportation is a Privilege Not a Right)  
Minn. Stat. § 123B.36 (Authorized Fees)  
Minn. Stat. § 123B.41 (Educational Aids for Nonpublic School Children; Definitions)  
Minn. Stat. § 123B.44 (Provision of Pupil Support Services)  
Minn. Stat. § 123B.88 (Independent School Districts, Transportation)  
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)  
Minn. Stat. § 124D.03 (Enrollment Options Program)  
Minn. Stat. § 124D.04 (Enrollment Options Programs in Border States)  
Minn. Stat. § 124D.041 (Reciprocity with Adjoining States)  
Minn. Stat. § 124D.08 (School Board’s Approval to Enroll in Nonresident District)  
Minn. Stat. Ch. 125A (Children With a Disability)  
Minn. Stat. § 125A.02 (Children With a Disability, Defined)  
Minn. Stat. § 125A.12 (Attendance in Another District)  
Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)  
Minn. Stat. § 125A.51 (Placement of Children Without Disabilities; Education and Transportation)  
Minn. Stat. § 125A.515 (Placement of Students; Approval of Education Program)

Minn. Stat. § 125A.65 (Attendance at Academies for the Deaf and Blind)  
Minn. Stat. § 126C.01 (General Education Revenue - Definitions)  
Minn. Stat. § 127A.47 (Payments to Resident and Nonresident Districts)  
Minn. Stat. § 190.05 (Definitions)  
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)  
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disabilities)  
20 U.S.C. § 1415 (Individuals with Disabilities Education Improvement Act of 2004)  
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)  
42 U.S.C. § 2000d (Prohibition Against Exclusion from Participation in, Denial of Benefits of, and Discrimination under Federally Assisted Programs on Ground of Race, Color, or National Origin)  
42 U.S.C. § 11431, *et seq.* (McKinney-Vento Homeless Assistance Act of 2001)  
42 U.S.C. § 12132, *et seq.* (Americans With Disabilities Act)

***Cross References:*** Burnsville-Eagan-Savage School District Policy 708 (Transportation of Nonpublic School Students)  
Burnsville-Eagan-Savage School District Policy 709 (Student Transportation Safety Policy)  
Burnsville-Eagan-Savage School District Policy 710 (Extracurricular Transportation)  
MSBA Service Manual, Chapter 2, Transportation

Adopted: \_\_\_\_\_

Burnsville Eagan Savage Policy 806

Reviewed: \_\_\_\_\_

Revised:

Rescinds: KDE

## 806 CRISIS MANAGEMENT EMERGENCY OPERATIONS POLICY

### I. PURPOSE

The purpose of this Crisis Management Emergency Operations Policy is to act as a guide for the school district and building administrators, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district. ~~For purposes of this Policy, the term, "school districts," shall include charter schools.~~ The step-by-step procedures suggested by this Policy will provide guidance to each school building in drafting crisis management emergency operations plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each school district should develop tailored building-specific crisis management emergency operations plans for each school building in the school district, and sections or procedures may be added or deleted in those crisis management emergency operations plans based on building needs.

The school district will, to the extent possible, engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their building-specific crisis management emergency operations plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

### II. GENERAL INFORMATION

#### A. The Policy and Plans

The school district's Crisis Management Emergency Operations Policy has been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each building administrator can tailor a building-specific crisis management emergency operations plan to meet that building's specific situation and needs.

The school district's administration and/or the administration of each building shall present tailored building-specific crisis management emergency operations plans to the school board for review and approval. ~~The building-specific crisis management emergency operations plans will include general crisis emergency procedures and crisis emergency-specific procedures. ~~Upon approval by the school board, such crisis management emergency operations plans shall be an addendum to this Crisis Management Emergency Operations Policy.~~ This Policy~~

and the plans will be maintained and updated on an annual basis.

B. Elements of the District ~~Crisis Management~~Emergency Operations Policy

1. General ~~Crisis~~—Emergency Procedures. The ~~Crisis Management~~Emergency Operations Policy includes general ~~crisis emergency~~ procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. ~~—The Policy designates the individual(s) who will determine when these actions will be taken. —These district-wide procedures may be modified by building administrators when creating their building-specific crisis managementemergency operations plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. —The alternative designees may include members of the emergency first responder response team. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each building in the school district will have access to a copy of the Comprehensive School Safety Guide (2011 Edition) to assist in the development of building-specific crisis management plans.~~

All general ~~crisis~~emergency procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical, sensory, motor, developmental, and mental health challenges.

- a. Lock-Down Procedures. Lock-down procedures will be used in situations where harm may result to persons inside the school building, such as a shooting, hostage incident, intruder, trespass, disturbance, or when determined to be necessary by the building administrator or his or her designee. The building administrator or designee will announce the lock-down over the public address system or other designated system. Code words will not be used. Provisions for emergency evacuation will be maintained even in the event of a lock-down. Each building administrator will submit lock-down procedures for their building as part of the building-specific crisis management plan.
- b. Evacuation Procedures. Evacuations of classrooms and buildings shall be implemented at the discretion of the building administrator or his or her designee. —Each building's ~~crisis management~~emergency operations plan will include procedures for transporting students and staff a safe distance from harm to a designated safe area until released by the building administrator or designee. —Safe areas may change based upon the specific

emergency situation. –The evacuation procedures should include specific procedures for children with special needs, including children with limited mobility (wheelchairs, braces, crutches, etc.), visual impairments, hearing impairments, and other sensory, developmental, or mental health needs. The evacuation procedures should also address transporting necessary medications for students that take medications during the school day.

c. Sheltering Procedures. –Sheltering provides refuge for students, staff, and visitors within the school building during an emergency. Shelters are safe areas that maximize the safety of inhabitants. Safe areas may change based upon the specific emergency. –The building administrator or his or her designee will announce the need for sheltering over the public address system or other designated system. –Each building administrator will submit sheltering procedures for his or her building as part of the building-specific [crisis management emergency operations](#) plan.

d. Training Procedures. Building administrators are responsible for providing training for staff and students so they are prepared to respond appropriately in emergency situations. –Building administrators should use the state-mandated fire drills, lock-down drills, and tornado drills as opportunities for this training. –In addition, building administrators should provide copies of this [Crisis Management Emergency Operations](#) Policy to employees. Each building’s [crisis management emergency operations](#) plan will include procedures for training and conducting drills.

e. Communication Procedures. Responding quickly is a major factor in crisis communications. –Timely response reduces tension, confusion, worry, and doubt. –Each building’s [crisis management emergency operations](#) plan will include explanation of the communication roles of the building administrator, the Communication Coordinator, and the Superintendent in a crisis situation. –Communication following an emergency is also important. –The following actions should be taken as appropriate after a crisis: –letter to parents; media release; staff meeting; incident documentation; and report to the school board.

2. Crisis Emergency-Specific Procedures. The [Crisis Management Emergency Operations](#) Policy includes [crisis-specific](#) procedures for [crisis-emergency](#) situations that may occur during the school day or at school-sponsored events and functions. –These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific [crisis-emergency management operations](#) plans.

### 3. School Emergency Response Teams

- a. Composition. The building administrator in each school building will select a erisis-school emergency response team that will be trained to respond to emergency situations. All erisis-school emergency response team members will receive on-going training to carry out the building's erisis-managementemergency operations plans and will have knowledge of procedures, evacuation routes, and safe areas. -For purposes of student safety and accountability, to the extent possible, school emergency response team members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the building administrator. -Each building will maintain a current list of school emergency response team members which will be updated annually. —The building administrator and designee(s) will know the location of that list in the event of a erisis-school emergency. A copy of the list will be kept on file in the school district office.
- b. Leaders. The building administrator or designee will serve as the leader of the erisis-school emergency response team and will be the primary contact for emergency response officials. In the event the primary designee is unavailable, the designee list should include more than one alternative designee and may include members of the erisis-emergency response team. -When emergency response personnel are present, they may elect to take command and control of the crisis. -It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response personnel.

## III. PREPARATION BEFORE AN EMERGENCY

### A. Communication

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. -As a result, they must be aware of their role in responding to erisis-emergency situations. -This also applies to non-teaching school personnel who have direct contact with students. -All staff shall be aware of the school district's Crisis-ManagementEmergency Operations Policy and their own building's erisis-managementemergency operations plan. —Each school's building-specific erisis-managementemergency operations plan shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant building-specific erisis-managementemergency operations plans and shall receive periodic training on plan implementation.

2. Students and Parents or Guardians. Students and parents or guardians shall be made aware of the school district's Crisis ManagementEmergency Operations Policy and relevant tailored crisis-managementemergency operations plans for each school building. -Each school district's building-specific crisis-management-emergency operations plan shall set forth how students and parents are made aware of the district and school-specific plans. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

B. Planning and Preparing for Fire

1. Designate a safe area suggested at least 50 feet away from the building to enable students and staff to evacuate. The safe area should not interfere with emergency responders or responding vehicles and should not be in an area where evacuated persons are exposed to any products of combustion. (Depending on the wind direction, where the building on fire is located, the direction from which the fire is arriving, and the location of fire equipment, the distance may need to be extended.)
2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe areas both inside and outside of the building. The facility diagram and site plan must identify the location of the fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs.
3. Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in the building. During fire drills, students and staff will practice evacuations using primary evacuation routes and alternate routes.
4. Certain employees, such as those who work in hazardous areas in the building, will receive training on the locations and proper use of fire extinguishers and protective clothing and equipment.
5. Fire drills will be conducted periodically without warning at various times of the day and under different circumstances, e.g., lunchtime, recess, and during assemblies. State law requires a minimum of five fire drills each school year, consistent with Minn. Stat. § 299F.30. See Minn. Stat. § 121A.035.
6. A record of fire drills conducted at the building will be maintained in the building administrator's office.
7. The school district will have prearranged sites for emergency sheltering and transportation as needed.

8. The school district will determine which staff will remain in the building to perform essential functions if safe to do so (e.g., switchboard, building engineer, etc.). The school district also will designate an administrator or his or her designee to meet local fire or law enforcement agents upon their arrival.

C. Facility Diagrams and Site Plans

All school buildings will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a building. Facility diagrams and site plans will be maintained by the building administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

D. Emergency Telephone Numbers

Each building will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the school district office, or at a secondary location for single building school districts, and updated annually.

~~School district employees will receive training on how to make emergency contacts, including 911 calls, when the school district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific building in need of emergency services.~~

School district plans will set forth a process to internally communicate an emergency, using telephones in classrooms, intercom systems, or two-way radios, as well as the procedure to enable the staff to rapidly convey emergency information to a building designee. Each plan will identify a primary and secondary method of communication for both internal and secondary use. It is recommended that the plan include several methods of communication because computers, intercoms, telephones, and cell phones may not be operational or may be dangerous to use during an emergency.

E. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school buildings. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing.

The building administrator shall be responsible for informing students and employees of the warning system and the means by which the system is used to identify a specific crisis or emergency situation. Each school's building-specific crisis management plan will include the method and frequency of dissemination of the warning system information to students and employees.

F. Early School Closure Procedures

The superintendent will make decisions about closing school or buildings as early in the day as possible. The early school closure procedures will describe potential reasons for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students, families, and the school community (such as designated broadcast media, local authorities, e-mail, or district or school building web sites), and will discuss the factors to be considered in closing and reopening a school or building.

Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

G. Media Procedures

The superintendent has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

H. Behavioral Health Crisis Intervention Procedures

Short-term behavioral health crisis intervention procedures will provide for initiating behavioral health crisis intervention plans. The procedures will utilize available resources including the school psychologist, counselor, community behavioral health crisis intervention, or others in the community. Counseling procedures will be used whenever the superintendent or the building administrator determines counseling to be necessary, such as after an assault, a hostage situation, shooting, or suicide. The behavioral health crisis intervention procedures shall include the following steps:

1. Administrator will meet with relevant persons, including school

psychologists and counselors, to determine the level of intervention needed for students and staff.

2. Designate specific rooms as private counseling areas.
3. Escort siblings and close friends of any victims as well as others in need of emotional support to the counseling areas.
4. Prohibit media from interviewing or questioning students or staff.
5. Provide follow-up services to students and staff who receive counseling.
6. Resume normal school routines as soon as possible.

I. Long-Term Recovery Intervention Procedures

Long-term recovery intervention procedures may involve both short-term and long-term recovery planning:

1. Physical/structural recovery.
2. Fiscal recovery.
3. Academic recovery.
4. Social/emotional recovery.

**IV. PROCEDURES INCLUDED IN THIS POLICY**

Procedures for the various hazards/emergencies listed below are attached to this Policy for use when drafting specific crisis management plans. After approval by the school board, an adopted procedure will become an addendum to the Crisis Management Policy.

- A. Fire
- B. Hazardous Materials
- C. Severe Weather: Tornado/Severe Thunderstorm/Flooding
- D. Medical Emergency
- E. Fight/Disturbance
- F. Assault
- G. Intruder

- H. Weapons
- I. Shooting
- J. Hostage
- K. Bomb Threat
- L. Chemical or Biological Threat
- M. Checklist for Telephone Threats
- N. Demonstration
- O. Suicide
- P. Lock-down Procedures
- Q. Shelter-In-Place Procedures
- R. Evacuation/Relocation
- S. Media Procedures
- T. Post-Crisis Procedures
- U. School Emergency Response Team
- V. Emergency Phone Numbers
- W. Highly Contagious Serious Illness or Pandemic Flu

**V. MISCELLANEOUS PROCEDURES**

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

B. Visitors

The school district shall implement procedures mandating visitor sign in and visitors in school buildings. See Burnsville Eagan Savage School District Policy 903 (Visitors to School District Buildings and Sites).

The school district shall implement procedures to minimize outside entry into school buildings except at designated check-in points and assure that all doors are

locked prior to and after regular building hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the school district.

**Legal References:** Minn. Stat. Ch. 12 (Emergency Management)  
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)  
Minn. Stat. § 121A.035 (Crisis Management Policy)  
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)  
Minn. Stat. § 299F.30 (Fire Drill in School)  
Minn. Stat. § 326B.02, Subd. 6 (Powers)  
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)  
Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property)  
Minn. Rules Ch. 7511 (Fire Safety)  
20 U.S.C. § 1681, *et seq.* (Title IX)  
20 U.S.C. § 6301, *et seq.* (No Child Left Behind)  
20 U.S.C. § 7912 (Unsafe School Choice Option)  
42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

**Cross References:** Burnsville Eagan Savage School District Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)  
Burnsville Eagan Savage School District Policy 413 (Harassment and Violence)  
Burnsville Eagan Savage School District Policy 501 (School Weapons Policy)  
Burnsville Eagan Savage School District Policy 506 (Student Discipline)  
Burnsville Eagan Savage School District Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)  
Burnsville Eagan Savage School District Policy 903 (Visitors to School District Buildings and Sites)  
<https://dps.mn.gov/divisions/sfm/documents/2011comprehensiveschoolsafetyguide.pdf>

Adopted: \_\_\_\_\_  
Reviewed: \_\_\_\_\_  
Revised: \_\_\_\_\_  
Rescinds: \_\_\_\_\_

## 906 COMMUNITY NOTIFICATION OF PREDATORY OFFENDERS

~~*[Note: School board adoption of a policy regarding a predatory offender notification is discretionary. The Sex Offender Community Notification Act, Minn. Stat. § 244.052, imposes duties on law enforcement agencies but does not impose mandatory notification duties on school districts except as set forth in Paragraph IV.B.6., below.]*~~

### I. PURPOSE

The purpose of this policy is to assist school administrators and staff members in responding to a notification by a law enforcement agency that a convicted predatory offender is moving into the school district so that they may better protect individuals in the school's care while they are on or near the school district premises or under the control of the school district.

### II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide information to staff regarding known predatory offenders that are moving into the school district so that they may monitor school premises for the safety of the school, its students, and employees. Staff will be notified as appropriate and have access to Offender Fact Sheets.
- B. The superintendent, in cooperation with appropriate school transportation officials, will evaluate bus routes and bus stops. Bus drivers will have access to Offender Fact Sheets. If necessary, bus stops may be moved if they place children in close proximity to a predatory offender who has been convicted of crimes against children of similar ages.
- C. The superintendent, in conjunction with the building principal or designee, shall prepare or provide safety information for distribution to students regarding protecting themselves from abuse, abduction, or exploitation. The school district will prepare a list of available resources. Staff will provide safety information to students on how to protect themselves against abuse, abduction, or exploitation. School officials may ask their police liaison officer or local law enforcement officials for assistance in providing instruction to staff and students.

### III. DEFINITIONS

- A. The "Sex Offender Community Notification Act," Minn. Stat. § 244.052, as amended, allows law enforcement agencies to disclose information about certain predatory offenders when they are released into the community. The information

disclosed and to whom it is disclosed will depend upon their assessment of the level of risk posed by the predatory offender.

B. “Risk Level Assessment” is the level of danger to the community as established by the Minnesota Department of Corrections following a review by a committee of experts. The level of risk assigned to a soon-to-be-released offender determines the scope of notification. (Minn. Stat. § 244.052, Subds. 2, 3)

C. “Risk Levels”

1. “Level I” – Risk Level I is assigned to a predatory offender whose risk assessment score indicates a low risk of reoffense.
2. “Level II” – Risk Level II is assigned to a predatory offender whose risk assessment score indicates a moderate risk of reoffense.
3. “Level III” – Risk Level III is assigned to a predatory offender whose risk assessment score indicates a high risk of reoffense.

(Minn. Stat. § 244.052, Subd. 3(e))

D. “Notification or Disclosure by Law Enforcement Agency”

1. Risk Level I – The local law enforcement agency may disclose certain information to other law enforcement agencies and to any victims of or witnesses to the offense committed by the offender. There will be no disclosure to school districts.
2. Risk Level II – In addition to those notified in Level I, a law enforcement agency may notify agencies and groups the offender is likely to encounter that the offender is about to move into the community and provide to those agencies and groups an Offender Fact Sheet on the offender. School districts, private schools, day care centers, and other institutions serving those likely to be victimized by the predatory offender are included in a Level II notification.
3. Risk Level III – In most cases, the local law enforcement agencies will hold a community meeting and distribute an Offender Fact Sheet with information concerning and a photograph of the soon-to-be-released Level III offender.

(Minn. Stat. § 244.052, Subd. 4)

E. “Offender Fact Sheet” is a data sheet compiled by the Department of Corrections or local law enforcement agency. The Offender Fact Sheet contains both public and private data including a photograph and physical description of the predatory offender, as well as the general location of the offender’s residence.

1. A local law enforcement agency will generally provide Offender Fact Sheets for Level II predatory offenders directly to the school district.
  2. Level III Offender Fact Sheets will be distributed at a community meeting conducted by the local law enforcement agency.
- F. “Law enforcement agency” means the law enforcement agency having primary jurisdiction over the location where the offender expects to reside upon release. (Minn. Stat. § 244.052, Subd. 1(3))
- G. “Criminal history conviction data” is public data on a convicted criminal which is compiled by the State Bureau of Criminal Apprehension (BCA). (Minn. Stat. § 13.87)

#### **IV. PROCEDURES**

##### **A. Level II Notification**

In keeping with the statutorily designated purpose that Offender Fact Sheets are to be used by staff members to secure the school and protect individuals in the school district’s care while they are on or near the school district’s premises or under the control of the school district, the school district will take the following steps:

1. The superintendent shall notify the law enforcement agencies within the school district that all appropriate Level II and Level III notifications are to be provided at least to the superintendent of schools.
2. Upon notification of the release of a Level II predatory offender, the superintendent shall forward the Offender Fact Sheet to all building principals and central office administrators. This would include transportation, food service and buildings and grounds supervisors.
3. Principals of schools in close proximity to the Level II predatory offender’s residence shall meet with staff and show the Offender Fact Sheet to persons within the buildings who supervise students or who would be in a position to observe if the Level II offender was in or around the school. This includes, but is not limited to, administrators, teachers, coaches, paraprofessionals, custodians, clerical and office workers, food service workers, volunteers, and transportation providers.
4. The school district shall request criminal history conviction data on the Level II predatory offender from its local law enforcement agency. On a case-by-case basis, the superintendent may determine whether to send a letter to parents with general information regarding release of the Level II offender and a copy of the criminal history conviction data that the school district obtained from its local law enforcement agency. The offender fact sheet contains data classified as private or not public under Minnesota law

and may only be distributed to parents, students, or others outside the school district if it determines the release is for the purpose of securing the schools and protecting individuals under the school district's care while they are on or near school premises.

5. The building administrator shall cause the Offender Fact Sheet to be posted in each building in an area accessible to staff and employees but not the general public unless a determination has been made that public posting will help secure the school or protect students.
6. The school district shall not distribute or provide access to Level II Offender Fact Sheets to parents, students, or others outside the school district unless a determination has been made that dissemination of the data will help secure the school or protect students.

~~*[Note: The Department of Administration issued an opinion confirming that the Predatory Offender Fact Sheet contains private data or not public data. However, it is the department's opinion that a school district may release any information contained in the notification to anyone, including staff, students, parents, and guardians, if it determines that the release of data will help secure the school or protect students.]*~~

B. Level III Notification

1. The superintendent shall notify the law enforcement agencies within the school district that all Level III notifications of community meetings are to be provided to the superintendent of schools.
2. When a Level III predatory offender is released into a community, generally the local law enforcement agency will notify the school district of the time and location of the community meeting at which the Level III Offender Fact Sheet will be distributed to the community.
3. When the school district receives this information, the superintendent shall determine on a case-by-case basis whether the school district will notify parents and students of the time, date, and location of the community meeting.
4. When notified of a Level III predatory offender community meeting the superintendent or another school district administrator designated by the superintendent shall attend the community notification meeting.
5. When the school district receives information that a Level III predatory offender is moving into the school district, in addition to following the procedures specified above, the school district shall follow the procedures outlined for a Level II notification.

6. If the predatory offender is participating in programs offered by the school district that require or allow the person to interact with children other than the person's children, the superintendent shall notify parents of children in the school district of the contents of the Offender Fact Sheet.

***Legal References:*** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 244.052 (Community Notification)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
42 U.S.C. § 16901 *et seq.* (Jacob Wetterling Crimes Against Children and Sexually Violent Offender Registration Program)  
Dept. of Admin. Advisory Op. No. 98-004

***Cross References:*** Burnsville-Eagan-Savage School District Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
Burnsville-Eagan-Savage School District Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)  
Burnsville-Eagan-Savage School District Policy 903 (Visitors to School District Buildings and Sites)

Descriptor Term: **Community Notification of Sex Offenders**

Descriptor Code: **KO**

Issued Date: **6/98**

Reviewed Date:

Revised Date: **8/06**

Rescinds:

I. PURPOSE

The purpose of this policy is to assist school administrators and staff members in responding to a notification by a law enforcement agency that a convicted sex offender is moving into the school district so that they may better protect individuals in the school's care while they are on or near the school district premises or under the control of the school district.

II. GENERAL STATEMENT OF POLICY

- A. It is the policy of this school district to provide information to staff regarding known sex offenders that are moving into the school district so that they may monitor school premises for the safety of the school, its students and employees. Staff will be notified as appropriate and have access to Offender Fact Sheets.
- B. The superintendent, in cooperation with appropriate school transportation officials, will evaluate bus stops may be moved if they place children in close proximity to a sex offender who has been convicted of crimes against children of similar ages.
- C. The superintendent in conjunction with the building principal or designee shall prepare or provide safety information for distribution to students regarding protecting themselves from abuse, abduction or exploitation. The school district will prepare a list of available resources. Staff will provide safety information to students on how to protect themselves against abuse, abduction or exploitation. School officials may ask their police liaison officer or local law enforcement officials for assistance in providing instruction to staff and/or students.

III. DEFINITIONS

(These definitions are compiled from the provisions of Minn. Stat. §244.052)

- A. The "Community Notification Act," Minn. Stat. §244.052, as amended, allows law enforcement agencies to disclose information about certain sex offenders when they are released into the community. The information disclosed and to whom it is disclosed will depend upon their assessment of the level of risk posed by the sex offender.
- B. "Risk Level Assessment" is the level of danger to the community as established by the Minnesota Department of Corrections following a review by a committee of experts. The level of risk assigned to a soon-to-be-released offender determines the scope of notification. (Minn. Stat. §244.052, subds. 2, 3)
- C. "Risk Levels"
  - 1. "Level I" – Risk Level I is assigned to a sex offender whose risk assessment score indicates a low risk of reoffense.
  - 2. "Level II" – Risk Level II is assigned to a sex offender whose risk assessment score indicates a moderate risk of reoffense.
  - 3. "Level III" – Risk Level III is assigned to a sex offender whose risk assessment score indicates a high risk of reoffense.

- D. "Notification or Disclosure by Law Enforcement Agency"
1. Risk Level I – The local law enforcement agency may disclose certain information to other law enforcement agencies and to any victims of or witnesses to the offense committed by the sex offender. There will be no disclosure to school districts.
  2. Risk Level II – In addition to those notified in Level I, a law enforcement agency may notify agencies and groups the sex offender is likely to encounter that the offender is about to move into the community and provide to those agencies, and groups an Offender Fact Sheet on the sex offender. School districts, private schools, day care centers and other institutions serving those likely to be victimized by the sex offender may be included in a Level II notification.
  3. Risk Level III – In most cases, the local law enforcement agencies will hold a community meeting and distribute an Offender Fact Sheet with information concerning and a photograph of the soon-to-be-released Level III sex offender.
- E. "Offender Fact Sheet" is a data sheet compiled by the Department of Corrections or local law enforcement agency. The Offender Fact Sheet contains both public and private data including a photograph and physical description of the sex offender, as well as, the general location of the sex offender's residence.
1. A local law enforcement agency may provide Offender Fact Sheets for Level II sex offenders directly to the school district.
  2. Offender Fact Sheets will be distributed at a community meeting conducted by the local law enforcement agency if that meeting is held.
- F. "Law enforcement agency" means the law enforcement agency having primary jurisdiction over the location where the sex offender will reside upon release. (Minn. Stat. §244.052, subds. 1(c))
- G. "Criminal history conviction data" is public data on a convicted criminal, which is compiled by the State Bureau of Criminal Apprehension (BCA). (Minn. Stat. §13.87)

#### IV. PROCEDURES

##### A. Level II Notification

In keeping with the statutorily designated purpose that Offender Fact Sheets are to be used by staff members to secure the school and protect individuals in the school district's care while they are on or near the school district's premises or under the control of the school district, the school district will take the following steps:

1. The superintendent shall request the law enforcement agencies within the school district that all appropriate Level II and Level III notifications are to be provided at least to the superintendent of schools.
2. Upon notification of the release of a Level II sex offender, the superintendent shall forward the Offender Fact Sheet to all building principals and central office administrators. This would include transportation, food service and buildings and grounds supervisors.
3. Principals of schools in close proximity to the Level II sex offender's residence shall meet with staff and show the Offender Fact Sheet to persons within the buildings who supervise students or who would be in a position to observe if the Level II sex offender was in or around the school. This includes, but it not limited to, administrators, teachers,

coaches, paraprofessionals, custodians, clerical and office workers, food service workers, volunteers and transportation providers.

4. The school district shall request criminal history conviction data on the Level II sex offender from its local law enforcement agency. On a case by case basis, the superintendent may determine whether to send a letter to parents with general information regarding release of the Level II sex offender and a copy of the criminal history conviction data that the school district obtained from its local law enforcement agency. **The school district shall not distribute or provide access to the Offender Fact Sheet to parents, students or others outside the school district as it contains private data under Minnesota law.**
5. The building administrator shall cause the Offender Fact Sheet to be posted in each building in an area accessible to staff and employees but not the general public.
6. The school district shall not distribute or provide access to Level II Offender Fact Sheets to parents, students or others outside the school district. The building administrator should advise parents and other concerned parties to contact the local law enforcement agency.

B. Level III Notification

1. The superintendent shall request the law enforcement agencies within the school district that all Level III notifications of community meetings be provided to the superintendent of schools.
2. When a Level III sex offender is released into a community, generally the local law enforcement agency will notify the school district of the time and location of the community meeting at which the Level III Offender Fact Sheet will be distributed to the community.
3. When the school district receives this information, the superintendent shall determine on a case-by-case basis whether the school district will notify parents and students of the time, date and location of the community meeting.
4. When notified of a Level III sex offender community meeting the superintendent or another school district administrator designated by the superintendent shall attend the community notification meeting.
5. When the school district receives information that a Level III sex offender is moving into the school district, in addition to following the procedures specified above, the school district shall follow the procedures outlined for a Level II notification.

Legal References:           Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
                                  Minn. Stat. § 244.052 (Community Notification)  
                                  20 U.S.C. §1232g (Family Educational Rights and Privacy Act)

Descriptor Term: **Community Resource Persons**

Descriptor Code: **IICB**

Issued Date: **6/86**

Reviewed Date:

Revised Date:

Rescinds:

The Board encourages the use of community resources and citizens to assist in furthering the educational program of the schools. One of the greatest resources available to the schools is to be found in the citizens of the community who have special knowledge and particular talents to contribute to the school program.

The use of outside personnel and resources for instructional and related activities shall be approved by the principal.

Descriptor Term: **School Volunteer**

Descriptor Code: **IICC**

Issued Date: **10/00**

Reviewed Date:

Revised Date:

Rescinds:

I. District 191 Mission

Independent School District 191 believes learners are best served by the active participation of all parents and citizens of its community. It is our belief that volunteers help individualize instruction, promote school/community interaction, support school activities, provide multi-generational and multi-cultural experiences, and enrich the curriculum for all learners. To this end, the organization accepts and encourages the involvement and development of volunteers at all levels in the organization and within all appropriate programs and activities.

We believe that to best serve this goal, each site requires a volunteer services coordinator to assist staff and parents in creating a successful volunteer program within their unique school community. The volunteer services coordinator would assist each site in creating an inclusive environment to encourage meaningful and productive roles for volunteers in order to achieve the goals of the school district.

II. General Statements

A. Purpose for a Policy for Volunteerism

The purpose of the policy is to provide overall direction to paid and non-paid staff engaged in volunteerism in Independent School District 191. This volunteer policy is intended for internal guidance only and does not constitute binding contractual or personnel agreement. The Board of Education reserves the right to change any aspect of the policy at any time and expect adherence to the changed policy.

B. Scope of the Volunteer Policy

Unless specifically stated, the policy applies to all non-elected volunteers in all programs and projects undertaken by or on behalf of the organization and to all departments, schools and partnership sites of operation of ISD 191.

The School District recognizes that volunteers do not assume primary responsibility for instruction but reinforce skills taught by the professional staff. Volunteers will be placed with careful consideration of how their presence supports the educational objective of a class or the curriculum.

C. Role of 191 Volunteer Services

The productive utilization of volunteers requires a planned and organized effort. A decentralized volunteer administration process will be created resulting in the recruitment, retention, and recognition of volunteers at the local level. Recognizing that every level of the district has a responsibility to this effort, general assignments are listed below.

1. Partnership Coordinator
  - Central coordinating point for volunteer services
  - Establish a Volunteerism Advisory Board that will meet to review goals and progress of the volunteerism initiative
  - Advise volunteer coordinators who meet monthly
  
2. Volunteer Coordinator
  - Assist Partnership Coordinator
  - Provide standards, guidelines, and other volunteer program materials for site coordinators
  - Provide and support and assistance volunteer coordinators
  - Coordinate and oversee consistent volunteer manuals at each site
  - Assist in screening and adherence to all District Policy
  - Direct volunteer opportunities to appropriate sites
  - Provide formal and informal staff development for volunteer coordinators
  - Assist in overseeing volunteer budget expenditures
  
3. Site Volunteer Coordinator
  - Recruit volunteers at each site
  - Regularly provide orientation for volunteers
  - Provide ongoing support and recognition of volunteers
  - Assess volunteer needs within school
  - Compile list of volunteers and keep a current database
  - Provide volunteer information at various school functions
  - Report to district volunteer information
  - Attend monthly volunteer coordinator meetings
  - Promote volunteerism at site

D. Volunteer Requirements and Liability Insurance

An application form will be required of all volunteers.

Volunteers will be required to attend an orientation session during their first 30 days of volunteering.

Tort liability protection is provided for all employees and volunteers for actions arising out of their scope of employment.



**Agenda III.E.  
May 12, 2016**

**To:** Board of Education, Members  
**From:** Dr. Joe Gothard, Superintendent  
**Date:** May 6, 2016  
**Re:** Report on Progress of Vision One91

Receive a report from Dr. Joe Gothard, superintendent on the progress of Vision One91.



220

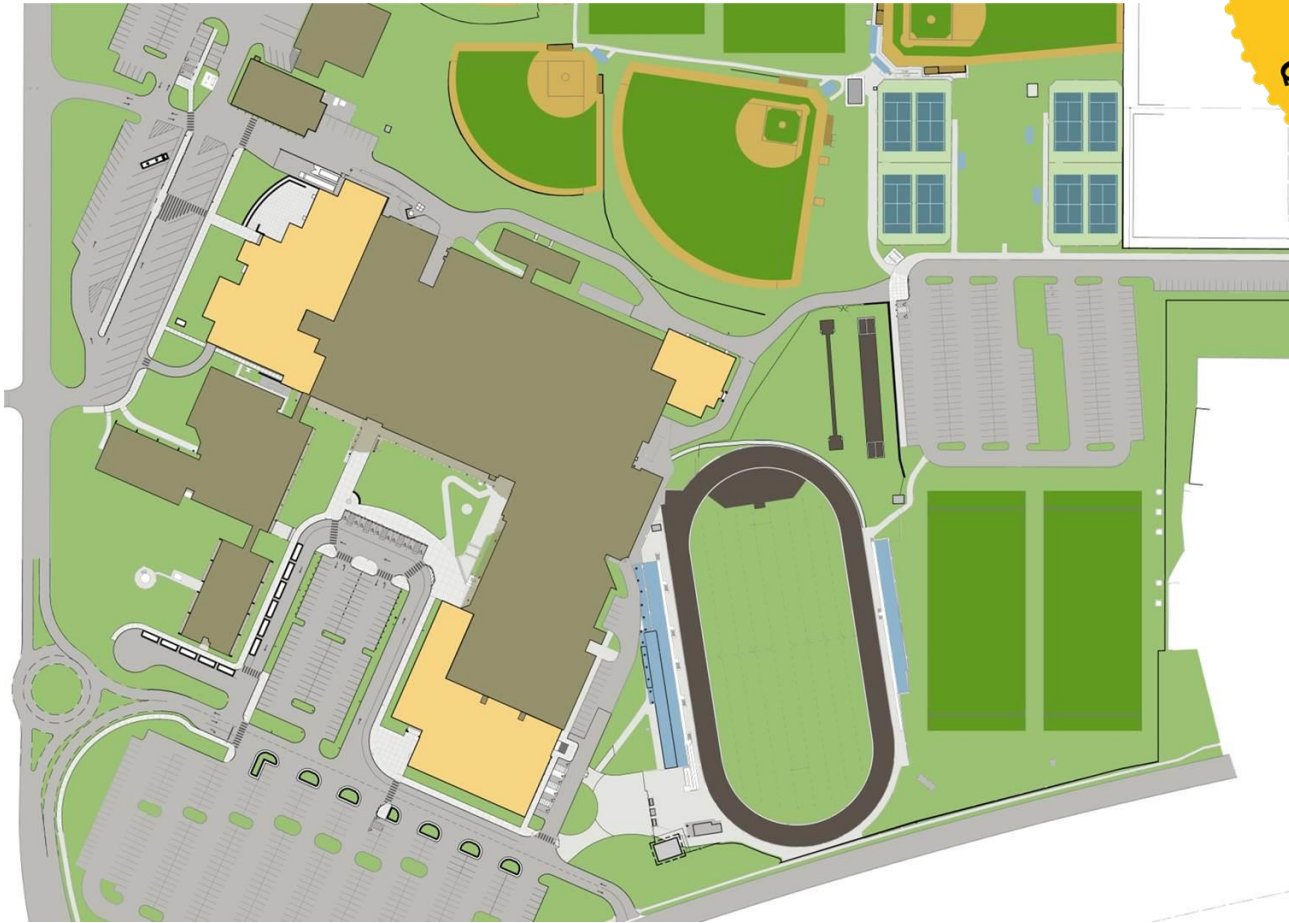
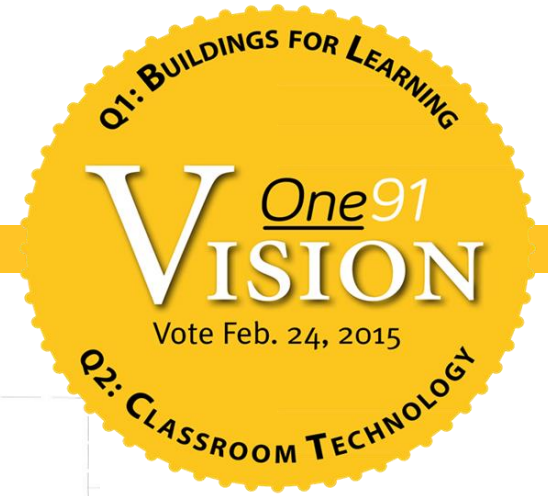
Q1: BUILDINGS FOR LEARNING

**V** *One*<sup>91</sup>  
**VISION**

Vote Feb. 24, 2015

Q2: CLASSROOM TECHNOLOGY

# BHS Site Plan



221

# BHS West Side

Q1: BUILDINGS FOR LEARNING

**V** *One91*  
**VISION**

Vote Feb. 24, 2015

Q2: CLASSROOM TECHNOLOGY



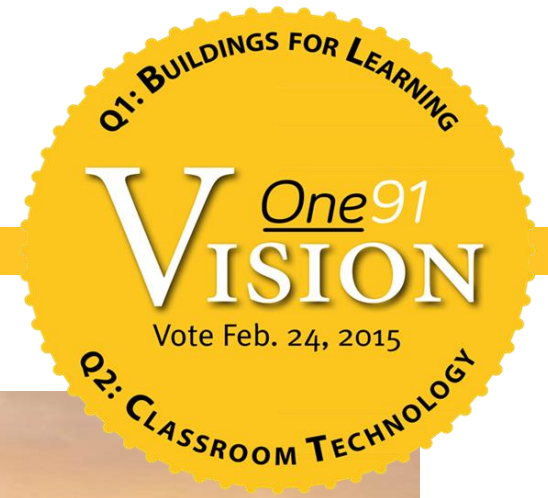
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# BHS West Side



223

# Vision One91



224

# West Side Floor Plan

Q1: BUILDINGS FOR LEARNING

**V** *One*<sup>91</sup>  
**VISION**

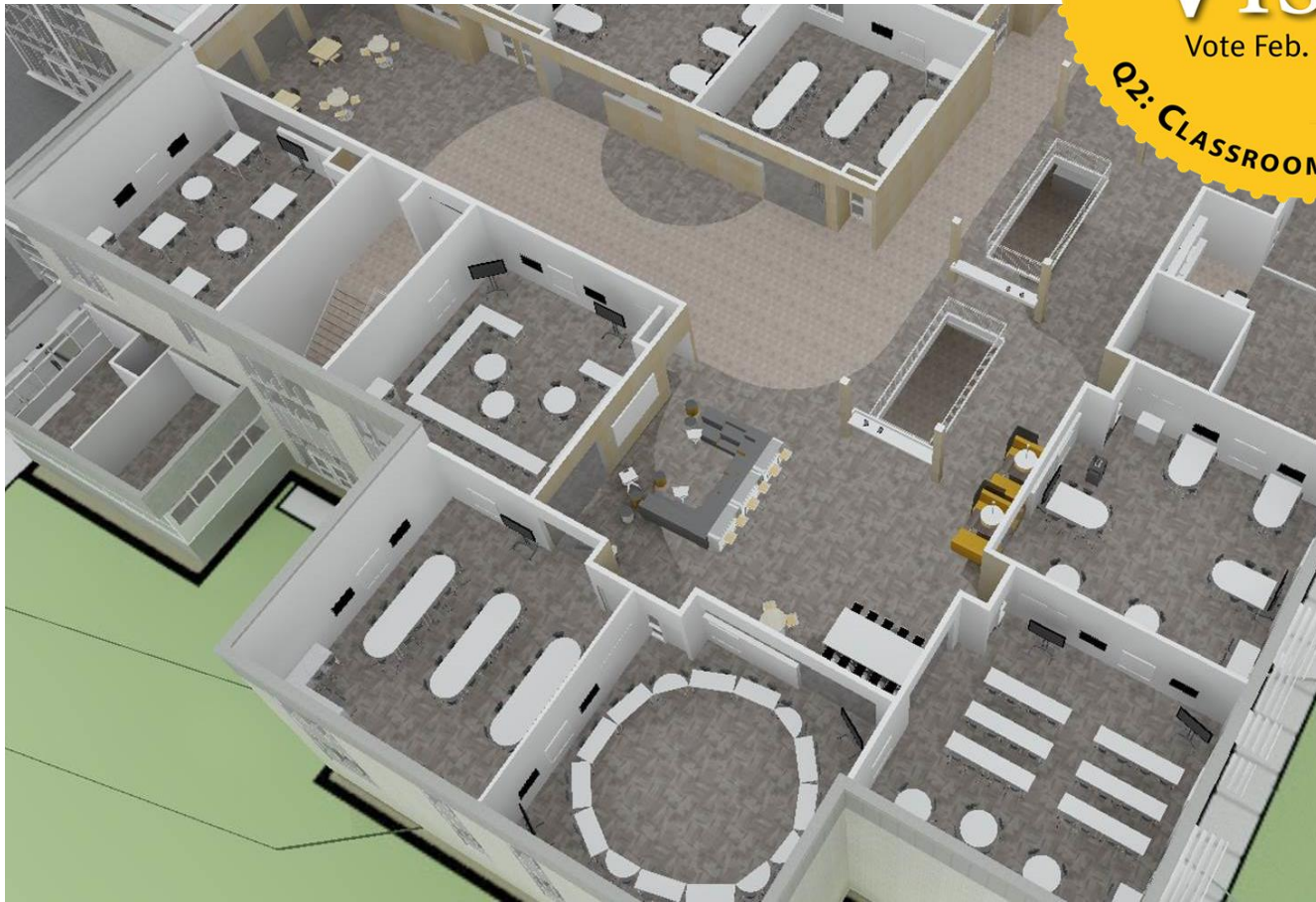
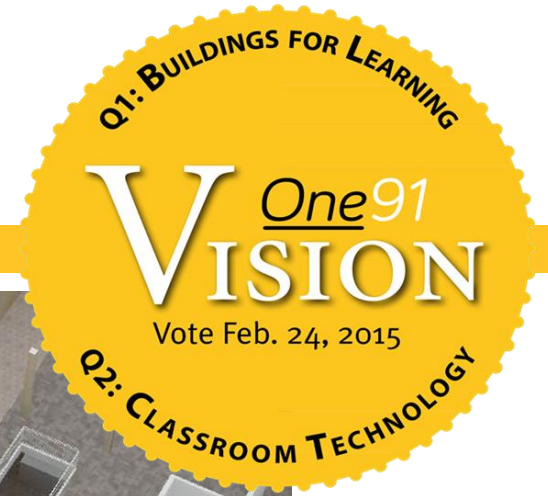
Vote Feb. 24, 2015

Q2: CLASSROOM TECHNOLOGY



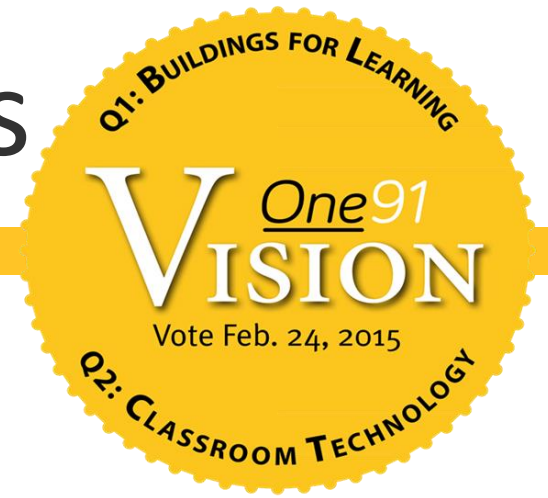
225

# Vision One91



226

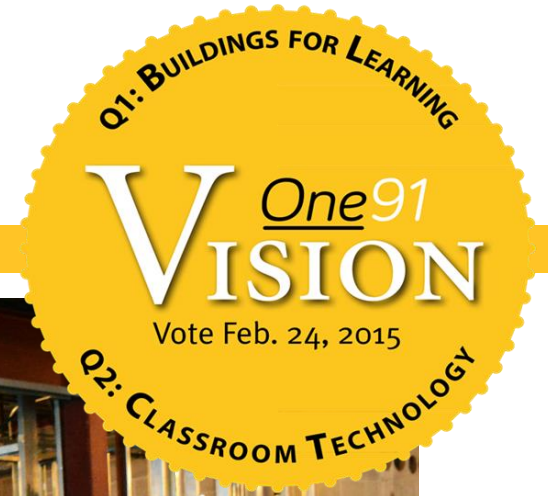
# 21<sup>st</sup> Century Classrooms



227



# Science Classrooms



228

# Activity/Athletics Center

Q1: BUILDINGS FOR LEARNING

**V** *One*<sup>91</sup>  
**VISION**

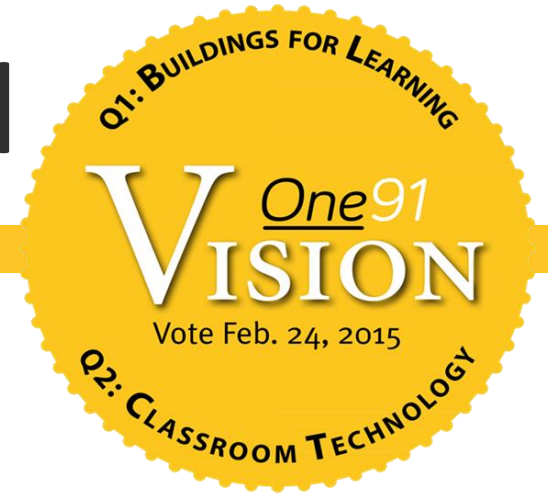
Vote Feb. 24, 2015

Q2: CLASSROOM TECHNOLOGY



229

# Burnsville High School



230

# South Side - Architect Drawing



# Vision One91

Q1: BUILDINGS FOR LEARNING

V One91  
VISION

Vote Feb. 24, 2015

Q2: CLASSROOM TECHNOLOGY



232

# Byrne Groundbreaking

Q1: BUILDINGS FOR LEARNING

**V** *One*<sup>91</sup>  
**VISION**

Vote Feb. 24, 2015

Q2: CLASSROOM TECHNOLOGY



233

# Byrne Construction

Q1: BUILDINGS FOR LEARNING

**V** *One*<sup>91</sup>  
**VISION**

Vote Feb. 24, 2015

Q2: CLASSROOM TECHNOLOGY



234

# Pathways



235

# Partnerships

Q1: BUILDINGS FOR LEARNING

**V** *One*<sup>91</sup>  
**VISION**

Vote Feb. 24, 2015

Q2: CLASSROOM TECHNOLOGY



236

Descriptor Term: **Administrative Operations – Meet and Confer**

Descriptor Code: **ABB**

Issued Date: **1/90**

Reviewed Date:

Revised Date: **7/01, 4/13 Temp recoding to ABB**

Rescinds: **ABB-R/GBB-R, ABB/GBB**

The purpose of this policy is to outline the district's obligations under M.S. 179A.07 to meet and confer with professional employees to discuss policies and other matters relating to their employment which are not terms and conditions of employment.

#### Principals' Meet and Confer Committee (Formerly Principals' Policy Consultants)

The Board, mindful of its statutory obligations to meet and confer with professional employees, provides for a Principals' Meet and Confer Committee.

The Board shall receive and consider all reports, analyses, and recommendations of the Principals' Meet and Confer Committee but expressly reserves the right to adopt, amend, or reject all or any part of any report, analysis or recommendation

#### Teacher Meet and Confer Committees (Formerly Professional Advisory Committee)

The Board, mindful of its statutory obligations to meet and confer with professional employees, provides for a Teachers' Meet and Confer Committee.

The Board shall receive and consider all reports, analyses, and recommendations of the Teachers' Meet and Confer Committee, but expressly reserves the right to adopt, amend or reject all or any part of any report analysis or recommendation.

#### Meet and Confer Committees

The Meet and Confer Committees will be composed of two separate committees, an employer committee and an employee committee.

The employer committee shall be composed of the following members, Executive Director of Human Resources, Director of Curriculum, Assistant Superintendent for Instruction, one senior high school principal, one junior high principal, and one elementary school principal (six (6) members).

The (teacher) employee committee composition shall be determined by the organization of the teacher professional employees, not to exceed sixteen (16) in number.

The (principal) employee committee composition shall be determined by the organization of the principals' professional employees not exceeding six (6) in number.

Such committee (s) shall meet on a regular basis, at least once every four (4) months, with the purpose of assisting the Board in the development of policies.

The joint meetings of the Meet and Confer Committees shall be co-chaired by an employer and employee representative designated by each party.

The joint meetings of the Meet and Confer Committees shall have their agendas determined by the co-chairs based on input from their committees and constituents.

Employer and employee agenda items shall be rotated on the agenda so as to have equal time for each side on discussion issues.

The discussion and mutual exchange of ideas in the committees shall consider all matters subject to the restrictions of Public Employment Labor Relations Act.

At the conclusion of each meeting, the committees shall jointly submit a complete report of the deliberations to the Superintendent.

The Superintendent shall submit the report with an attachment of an analysis and recommendations, if any, to the Board by the second Board meeting following receipt of report.

The Board, as a matter of regular practice, adopts policies or changes in policy after two hearings to allow input from all parties concerned.

A teacher representative to the Meet and Confer Committee who is responsible for seeking teacher input and reporting policy changes, may be designated for each annual policy review committee.

In the event of individual policy review, the Meet and Confer Committee teacher co-chairperson will receive a copy of revisions before the Board's first hearing.

The Board, mindful of its statutory obligations and duties, shall receive and consider the reports, analyses and recommendations, if any, but expressly reserves the right to adopt, amend, or reject all or any part of any report, analysis or recommendation.

#### Legal References:

Minn. Stat. § 179 A .06 et al

Minn. Stat. § 179 A .07 et al

Descriptor Term: **Student Involvement in Decision Making**

Descriptor Code: **ABC**

Issued Date: **7/85**

Reviewed Date:

Revised Date: 4/13 Temp recoding to ABC

Rescinds: ABC/JFB

A student advisor shall be selected from the student body of the Burnsville Senior High School to serve on the School Board. This student representative will provide student views and suggestions in regard to the development of educational policies and programs.

Descriptor Term: **Student Involvement in Decision Making**

Descriptor Code: **ABC-R**

Issued Date: **7/85**

Reviewed Date:

Revised Date: 4/13 Temp recoding to ABC-R

Rescinds: **ABC-R/JFB-R**

#### Selection

A senior high school student shall be selected as a student advisor to the Board.

#### Eligibility

The person selected from the student body shall be a member of the junior class during the selection period.

#### Term

The student advisor shall serve for one fiscal year.

#### Election

The high school administration and Student Council shall establish the date and method for selection within the guidelines of this regulation and submit the name of the appointee to the Board.

#### Duties

The student advisor shall attend all Board meetings and provide perspective, from the point of view, to Board deliberations.

If the selected student advisor is unable to attend a meeting, the Senior High School Student Council president shall serve as a temporary substitute.

The student advisor will prepare for Board meetings by becoming familiar with agenda items and attached materials received prior to each Board meeting.

The student advisor shall participate in the regular Board orientation and any other in-servicing activities deemed appropriate by the Superintendent.

#### Limitations

The student advisor shall not vote on issues before the Board.

The student advisor shall not be furnished material pertaining to;

- a) personnel matters
- b) negotiation materials
- c) land acquisition information,
- d) legal action strategy
- e) student discipline materials.

#### Legal Reference:

Minn. Stat. § 123. 744

Descriptor Term: **Respectful Behavior**  
Descriptor Code: **ACB**  
Issued Date: **1/93**  
Reviewed Date: **6/07**  
Revised Date: **6/07, 4/13 Temp recoding to ACB**  
Rescinds: ACB/JBB

## RESPECTFUL BEHAVIOR

The Board of Education of Independent School District 191 recognizes the contributions of all individuals in achieving its mission of providing an exceptional education for every student. District staff, parents, students and community members have unique perspectives that are critical to attaining this goal.

The Board of Education will encourage the exchange of perspectives in an atmosphere of mutual respect. Staff, parents, students and community members should be treated in a manner, which enhances self-esteem and supports the dignity of the individual.

The Board of Education also believes that creating a positive climate for students, staff, and community is critical to the achievement of the District's mission. To create this positive climate, every individual must act with respect.

For purposes of this policy, "respect" means to value one's self and to act out of consideration for others.

Examples of respectful behavior toward others include but are not limited to:

- treating others as you would like them to treat you
- valuing the perspectives of others
- listening to the views of others
- demonstrating courtesy toward others
- recognizing the feelings of others
- acknowledging the efforts of others
- appreciating the contributions of others
- honoring the property rights of others
- responding to questions and concerns in a thoughtful, professional manner
- expressing differing views in a considerate manner
- offering suggestions for improvement in a positive manner
- communicating verbally or in writing in a considerate manner and appropriate tone

Examples of disrespectful behavior toward others include but are not limited to:

- using intimidation to frighten, demoralize, or coerce others
- using terms, or symbols which demean individuals or groups
- telling stories or jokes which degrade individuals or groups
- swearing or using vulgar language
- showing irreverence to the sincere beliefs of others
- ridiculing the efforts of others
- employing destructive criticism
- defacing or destroying the property of others
- humiliating others through personal attacks
- imitating others in a way that ridicules or stereotypes a person or a group
- communicating to others verbally in an unprofessional or inappropriate tone, such as yelling or screaming

## CONSEQUENCES FOR DISRESPECTFUL BEHAVIOR

### Students

Offenses may result in any or several of the following consequences depending upon all of the circumstances, including the pupil's prior disciplinary offenses:

Verbal conference with student, verbal conference with student and parent, written warning of non-compliance to student and/or parent, removal from class, restriction of privileges, detention, in-school suspension, and/or out-of-school suspension.

### Staff

Offenses may result in any or several of the following consequences depending upon all of the circumstances, including the employee's prior disciplinary offenses:

Verbal conference, memo of advice, formal letter of reprimand, and/or suspension without pay.

### Community

Offenses may result in any or several of the following consequences depending upon all of the circumstances:

Discontinuation of communication, verbal notification, written notification, and/or restriction of privileges.

If the disrespectful behavior is determined to be harassment, policy and regulation ACA/JBA will be followed. This policy will be included in parent, student and staff handbooks.

Descriptor Term: **Foundations and Commitments Educational Philosophy Funding**

Descriptor Code: **ADA**

Issued Date: **10/04**

Reviewed Date:

Revised Date:

Rescinds:

Board of Education as the Sole Provider of Funding for Positions requiring a License during the School Day

The Board of Education of District 191 recognizes its fundamental responsibility to provide educational opportunities for all students on an equitable basis. To fulfill that responsibility, the Board of Education shall be the sole provider of funding for all staff licensed by the Minnesota Department of Education or granted a waiver by the Minnesota Board of Teaching in positions which serve students during the instructional day. Such funding will be provided through the administrative and/or instructional staffing ratio or as Board approved supplemental staffing. The Board will consider approving positions, other than those specifically identified above, provided the proposal comports with Board policy and procedures.

Board of Education as the Sole Provider of Funding for Positions requiring a License during the School Day

The District is committed to offering exemplary educational opportunities to all students on an equitable basis. The District is also committed to site-based decision-making. If a school or program has a site-council, the administrator will seek input from its members prior to proposing the alternative funding of non-licensed positions.

A site administrator may seek approval to fund nonlicensed positions outside of the administrative and/or instructional staffing ratio by following the following procedure:

1. The building principal submits a written proposal to the Executive Director of Human Resources. The proposal includes:
  - \* A description of the position; including duties, bargaining unit, FTE equivalent, estimated total cost of position
  - \* The source of funding
  - \* Assurance that the revenue has been secured to cover the annual cost of the position
  - \* An analysis of the impact of the decision on other sites at that level
2. The Cabinet considers the proposal and if appropriate forwards it to building administrators
3. If building administrators support the proposal, it will be returned to the Cabinet for a final decision.
4. If the Cabinet supports the proposal, the position will be posted and the hiring process will commence
5. A hiring recommendation is forwarded to the Board with an administrative notation indicating the position has been funded outside the administrative and/or instructional ratio.

Descriptor Term: **Professional Staff Evaluation**

Descriptor Code: **AFC**

Issued Date: **4/87**

Reviewed Date:

Revised Date: 3/7/2013 - Temporary recoding from AFC/GCN to Policy AFC

Rescinds:

Evaluation is a summative description of an employee's performance in all areas of his/her responsibility. It is a system to identify competencies/deficiencies relative to an employee's job description and leads to determination of continuation, remediation-continuation, or termination. Evaluation addresses values and judgments about the criteria considered.

An employee's strengths and weaknesses shall be described as they support or diminish the mission of the School District.

An evaluation shall be written, as prescribed by the District, and placed in the employee's personnel file.

Evaluation shall lead to continuing employment, a plan for the remediation of deficiencies, or termination.

Frequency of evaluation shall be determined by the School Board.

Self-evaluation shall be encouraged as an aid in the identification of performance strengths and weaknesses.

Administration shall be provided training to maintain and improve competencies related to evaluation procedures.

The School District has a responsibility to maintain a fair staff evaluation program that fosters trust and professional growth.

Descriptor Term: **Evaluation of Professional Staff - Administrative**  
Descriptor Code: **AFCA**  
Issued Date: **6/82**  
Reviewed Date: 4/13 Temp recoding to AFCA  
Revised Date:  
Rescinds: **AFCA/GCNA**

#### Administrative Appraisal

There shall be performance guidelines or standards which staff members may use in self-evaluation and which evaluators may employ as they counsel and assist those whom they are evaluating.

Descriptor Term: **Evaluation of Professional Staff – Non Administrative**

Descriptor Code: **AFCB**

Issued Date: **4/87**

Reviewed Date:

Revised Date: 4/13 Temp recoding to AFCB

Rescinds: **AFCB/GCNB**

Evaluation is a summative description of an employee's performance in all areas of his/her responsibility. It is a system to identify competencies/deficiencies relative to an employee's job description and leads to determination of continuation, remediation-continuation, or termination. Evaluation addresses values and judgments about the criteria considered.

An employee's strengths and weaknesses shall be described as they support or diminish the mission of the school district.

An evaluation shall be written, as prescribed by the district, and placed in the employee's personnel file.

Evaluation shall lead to continuing employment, a plan for the remediation of deficiencies, or termination.

Frequency of evaluation shall be determined by the school board.

Self -evaluation shall be encouraged as an aid in the identification of performance strengths and weaknesses.

Administration shall be provided training to maintain and improve competencies related to evaluation procedures.

The school district has responsibility to maintain a fair staff evaluation program that fosters trust and professional growth.

Descriptor Term: **Evaluation of Professional Staff – Non Administrative**  
Descriptor Code: **AFCB-R**  
Issued Date: **4/87**  
Reviewed Date:  
Revised Date: 4/13 Temp recoding to AFCB-R  
Rescinds: **AFCB/GCNB-R**

Tenured licensed staff members shall have one written evaluation each year and non-tenured licensed staff members shall have three written evaluations each year.

The written evaluation shall be based on at least one formal observation.

Principals shall submit written evaluations of those licensed personnel under their supervision to the Personnel Office by the end of the school year.

Director of Special Education Services will assist in evaluating staff members in the Special Education Services Division.

#### Method of Evaluation

Written documentation must be submitted to the staff member so that oral or written reaction is possible.

The employee's signature is required on all performance documents indicating that the document has been received; however the signature does not necessarily indicate agreement.

Failure to adjust to the documented criticisms may result in the non-renewal of the contract.

Non-tenure teachers shall have the protection of M. S. 125. 12

#### Procedures for Termination of Services

##### Tenure Teachers

The staff member to be recommended for termination of contract shall be so informed prior to March 1.

Such a communication shall include a listing of the reasons for such actions based on prior documentation of administrative evaluation.

The staff member shall have an opportunity to submit a formal response for inclusion in the legal records of the District.

A Board hearing shall be held under the provision of M. S. 125. 12. 9, when a tenure teacher is involved, if the teacher requests a hearing.

Descriptor Term: **Evaluation of Professional Staff – Non Administrative**  
Descriptor Code: **AFCB**  
Issued Date: **4/87**  
Reviewed Date:  
Revised Date: 4/13 Temp recoding to AFCB-R  
Rescinds: **AFCB/GCNB-R**

#### Non-Tenure Teachers

The staff member to be recommended for non-renewal of contract shall be so informed prior to June 1.

If the teacher request reasons for non-renewal of contract, reasons shall be given by the Board within ten (10) days of receiving such request.

Both notification and reason shall be delivered to the teacher involved.

Descriptor Term: **Evaluation of Support Staff**

Descriptor Code: **AFD**

Issued Date: **4/87**

Reviewed Date:

Revised Date: 3/7/2013 - Temporary recoding from AFD/GDN to Policy AFD

Rescinds:

#### Evaluation

There shall be a system of formal evaluation, which maximizes the support staff's efficiency and improves the effectiveness of the total educational program.

Descriptor Term: **Evaluation of Support Staff**

Descriptor Code: **AFD-R**

Issued Date: **4/87**

Reviewed Date:

Revised Date: 3/7/2013 - Temporary recoding from AFD-R/GDN-R to Policy AFD-R

Rescinds:

## Evaluation

Each support staff member who works more than twenty (20) hours per week shall be evaluated at least twice each year during the first two years of employment in the District. The first evaluation shall be made by the immediate supervisor by mid-year and the second evaluation shall be completed by the end of the school year.

Employees who are in their third or later year of service in the District shall be evaluated at least one time each year, to be completed by June 1.

Additional appraisal may be made upon recognition of need by the supervisor or upon request of the individual employee.

After each appraisal the supervisor shall discuss the appraisal with the employee.

The appraisal shall be in writing on the proper form.

The employee shall sign the written appraisal and may comment on the appraisal if desired.

## Personnel Data

Data gathered in the course of the procedure shall be used for review of job specifications and descriptions and in transfer, promotion, demotion and termination activities.

Completed reviews for personnel evaluated shall be sent to Human Resources for inclusion in the employee's file at the conclusion of the school year.

Descriptor Term: **Staff Conflict of Interest**

Descriptor Code: **BFF**

Issued Date: **4/87**

Reviewed Date:

Revised Date: 3/7/2013 - Temporary recoding from GBCA/BBF to Policy BFF

Rescinds:

#### Conflict of Interest

No employee of Independent School District 191, including any member of the Board of Education nor any person connected with the public school system in any capacity, shall be interested directly or indirectly in the sale, proceeds, or profits of any book, apparatus, furniture or product used, or to be used, in any school with which one is connected in any official capacity.

This section shall not apply to a person who may have an interest in the sale of a book as its author provided the employee does not participate in the selection process.

#### Legal References:

Minn. Stat. § 471.87

Minn. Stat. § 471.88

Minn. Stat. § 127.15

Descriptor Term: **Shared Decision-making**

Descriptor Code: **CD**

Issued Date: **4/93**

Reviewed Date:

Revised Date:

Rescinds:

The Board of Education recognizes that the operation of the schools presents a wide variety of circumstances under which decisions are made and carried out. The nature of specific issues and circumstances often present the opportunity for considerable involvement in the decision-making process by stakeholders throughout the school community. Other situations may require more immediate and decisive action where wide involvement and deliberation would not be appropriate.

The Board of Education is committed to the concept of shared decision-making whenever and wherever the issue or situation at hand makes such involvement appropriate and advantageous to the outcome of the decision. This commitment is an expression of the belief that shared decision-making is likely to result in insightful, effective and efficient solutions to local educational concerns.

The Board charges the superintendent with the responsibility to encourage staff, parent, community, and, where appropriate, student involvement in shared decision-making in all appropriate circumstances, and to foster collaborative efforts on behalf of increased quality in educational programs and services in the Burnsville-Eagan-Savage School District.

Descriptor Term: **Shared Decision-making Parameters**

Descriptor Code: **CD-R**

Issued Date: **4/93**

Reviewed Date:

Revised Date:

Rescinds:

The superintendent is charged with encouraging collaboration and participation in decision-making as appropriate throughout the Burnsville-Eagan-Savage School District. The Board of Education commitment to shared decision-making is based on the belief that decisions made with the benefit of diverse perspectives and the insights of those affected by such decisions are likely to be of higher quality and result in greater commitment to implementation.

This commitment to a shared decision-making approach is accompanied by decision parameters to assist those charged with managing and participating in the decision-making process to understand the expectation inherent in this approach. These parameters are to be used throughout the decision-making process and should be utilized to evaluate the appropriateness and supportability of any decision arrived at via a participatory approach. Not all of the parameters will apply in all circumstances. Nevertheless, decisions and proposals with an impact beyond an individual school or site will be evaluated utilizing the full set of parameters.

The parameters for shared decision-making are:

- 1) alignment with School District strategic plan and relevant goals;
- 2) utilization of effective research and practice;
- 3) inclusion of appropriate assessment plan and tools;
- 4) collaboration within the school community, with central office staff and with peers, as appropriate;
- 5) compliance with federal, state and local laws, regulatory agency rules, Board policies and regulations, and negotiated employee agreements. Where decisions are not in compliance, but where waivers are permitted, changes should be identified and rationale provided. Waivers must be requested and granted before implementation of any non-complying decision; and,
- 6) assurance of a reasonable level of awareness and support within the School District community, including the Board of Education and others with an interest in the decision.

Descriptor Term: **Fiscal Management Goal**

Descriptor Code: **DA**

Issued Date: **2/91**

Reviewed Date: **1/05**

Revised Date:

Rescinds:

The Board will establish policy and provide direction regarding the School District budget and financial affairs which reflect the general philosophy and goals of the community and which provide a framework within which the school system's administrative team can operate.

The budget and finance processes will conform to all state and local requirements as set forth by the State constitution, State statutes, Minnesota Department of Education rules, and Board policies.

The purpose of the District budget and finance policies is to provide direction for a systematized procedure such that continuity is maintained from year to year, and the public is kept informed regarding the educational and financial operations of the School District.

In the District's fiscal management, the Board will seek to achieve the following goals:

1. To establish levels of funding which will provide quality education for the District's students.
2. To develop budgets and to guide expenditures so that the greatest educational returns and the greatest contributions to the educational program in relation to dollars expended may be achieved.
3. To use the best available techniques of long-range planning, budget development, and budget administration, and to establish efficient procedures for accounting, reporting, purchasing, contracting, payments, auditing, and all other areas of fiscal management.
4. To maintain adequate fund reserves so that the District remains debt free and avoids the negative financial impact associated with borrowing for normal operational needs.

Legal Reference:           Minn. Stat. § 123B.75 – 123B.78  
                                  Minn. Stat. § 123B.52  
                                  Minn. Stat. § 126C.17  
                                  Minn. Stat. § 471.345

Descriptor Term: **Determination of Budget Priorities-Program Reductions**

Descriptor Code: **DBE**

Issued Date: **5/01**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

When financial projections indicate there will be insufficient funds to continue offering current programs and services, the School Board may direct the administration to prepare a list of suggested reductions for consideration. The amount of the reduction shall be determined by the School Board consistent with law, school district policy and sound financial management. Reductions may also be considered for the purpose of reallocating funds in order to further the District strategic plan or provide for changes in educational needs or priorities. The Superintendent, in consultation with other administrators, shall prepare a prioritized list of reductions for presentation to the School Board. The list shall be in the amount of 110% of the proposed reduction and shall be developed in a manner that will optimize the benefit from dollars expended by the District and minimizes the negative impact associated with the budget reduction. Prior to submittal to the School Board, the proposal will be reviewed with building principals who will review the proposal with the site council, building employees, parent groups and citizens. Building principals will accept comments regarding the proposal and possible alternatives. These comments will be forwarded to the Superintendent for consideration prior to preparation of the proposal to be submitted to the School Board. Following submittal of the proposal to the School Board, administration shall conduct public meeting(s) for the purpose of receiving public comments. All comments, whether written or verbal, will be forwarded to the School Board prior to the meeting at which board action is scheduled.

Descriptor Term: **Budget Implementation**

Descriptor Code:

Issued Date: **8/96**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

The budget adopted by the School Board authorizes administration to proceed with purchases and contracts as funded in the budget document and consistent with legal requirements and School Board policies.

Public funds are to be expended in accordance with law and authority granted by the School Board through policy or budget enactment. Typically, payments are made pursuant to a written or verbal contract or to satisfy an obligation resulting from issuance of a Purchase Order. According to Minnesota Statute, only the School Board, Superintendent or Business Manager have the authority to enter into a legally binding contract for the School District. All expenditures must be appropriately documented indicating a clearly identifiable public benefit, consistent with the institution's responsibilities, which accrued as a result of the expenditure. There is no statutory authority for the following expenditures: meals for employees during their normal workday while in the district, gifts, donations, social events, awards of other than a nominal value and bonuses.

Budget administrators are charged with the responsibility of determining the necessity and propriety of all expenditures within their budgetary authority. All expenditures are subject to audit by the Business Office, School Board or the District's auditors on an exception basis.

Legal References:       Minn. Stat. § 123B.77  
                              Minn. Stat. § 123B.52

Descriptor Term: **Gate Receipts and Admissions**

Descriptor Code: **DFE**

Issued Date: **2/91**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

The collections and deposit of admission receipts from school events shall be the responsibility of the principal. All receipts from school sponsored activities shall be deposited in the General Fund or other District Fund as appropriate. Deposits should be made by the next business day.

Descriptor Term: **Accounting System**

Descriptor Code: **DIA**

Issued Date: **2/91**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

The financial accounting system shall be in accordance with the Uniform Financial Accounting and Reporting System (UFARS), the Minnesota Department of Education standards, as well as any additional accounting procedures requested by the School Board and/or Superintendent or required by any other applicable regulatory agency.

Legal Reference

Minn. Stat. § 123B.77

Descriptor Term: **Audits**  
Descriptor Code: **DIE**  
Issued Date: **2/91**  
Reviewed Date:  
Revised Date: **1/05**  
Rescinds:

#### Annual Audit

The financial records of the District shall be audited annually in conformance with prescribed standards and legal requirements. The audit must be conducted in accordance with generally accepted governmental auditing standards, the Federal Single Audit Act and the Minnesota Legal Compliance Guide.

The audit shall be conducted by a Certified Public Accountant or the State Auditor.

On or before February 1 of each year, the Board shall retain an auditor to perform the current year's audit.

The audit, when completed, shall be presented to the Board for review and consideration.

The Business Manager shall be responsible for filing copies of the audit with the proper authorities as prescribed by law.

Legal Reference:  
Minn. Stat. § 123B.77

Descriptor Term: **Petty Cash Accounts**  
Descriptor Code: **DJB**  
Issued Date: **6/91**  
Reviewed Date:  
Revised Date: **1/05**  
Rescinds:

#### Program Administrators' Petty Cash Funds

The purpose of petty cash funds is to facilitate the prompt payment of minor, proper claims against the District on a Program Administrator level, which would be impractical to pay in any other manner. However, no claim for salary or the personal travel expenses of a District officer or employee shall be paid from these funds.

Descriptor Term: **Petty Cash Accounts**  
Descriptor Code: **DJB-R**  
Issued Date: **6/91**  
Reviewed Date:  
Revised Date: **1/05**  
Rescinds:

The purpose of a Petty Cash fund is to facilitate the prompt payment of minor claims against the District, which are impractical to pay in any other manner and to provide cash drawer change as necessary to conduct business.

Examples of eligible program Administrators' Petty Cash Fund claims:

- Student refunds,
- Postage,
- Employee reimbursements for prior approved minor purchases,
- Minor meeting arrangement expenditures.

Amount of Administrator's Petty Cash Funds:

Elementary Principals	\$200.00
Junior High Principals	\$200.00
Senior High Principals	\$300.00
Operations Director	\$200.00
Community Education Director	\$200.00
Special Education Director	\$200.00
Change Funds	As Needed

#### Guidelines

Petty Cash Administrators shall be bonded at District expense and shall be fully responsible for the custody and administration of their petty cash funds pursuant to Board policy and regulation as well as the cited references.

Petty Cash Administrators shall also be responsible for the legality and propriety of their petty cash expenditures. Petty Cash Funds shall not be used to advance or reimburse employees for travel or meeting expense.

Petty Cash administrators shall obtain prior approval from the Director of Accounting Services in the event there are any questions or doubt as to the legality, propriety, or eligibility of a pending

Every petty cash expenditure must be charged to a budget account which is controlled by the Petty Cash Administrator.

All petty cash expenditures shall be conducted on a person to person basis. They shall not be routed via United States Mail or the courier.

No single transaction may exceed the sum of \$35.00. This requirement shall not be circumvented by breaking down an expenditure. Transactions involving an expenditure of more than \$35.00 are to be processed via the Requisition/Purchasing Procedure or the District Petty Cash Fund regulations.

Every petty cash expenditure must be substantiated by an invoice, receipt, or cash register tape verifying payment and date and stating the nature of expenditure. Such evidence shall also be initialed by the Petty Cash Administrator.

The integrity of Petty Cash funds must be maintained at all times. These funds are not to be intermingled or deposited with receipts, other funds, or cash on hand.

All Petty Cash Administrators are permitted to deposit all or any portion of their Petty Cash funds in a separate checking account at an official District depository. The official depository offers free petty cash checking account service, excluding cost of check forms. The individual who maintains the petty cash account and/or is a signator on the checking account shall not be responsible for reconciling the account with the bank statement.

Petty cash processing forms will be provided by the Director of Accounting Services. Petty cash funds will be replenished as required upon submission of all invoices, receipts, or cash register tapes and a completed Reimbursement Summary itemizing all disbursements made since the last reimbursement. The reimbursement shall be limited to the amount of the established Petty Cash Fund. Reimbursement Summary forms will be designed and supplied by the Accounting Department. All Petty Cash funds must be replenished and audited at year-end.

Upon receipt and satisfactory audit of the Reimbursement Summary and its attachments, Accounting will promptly issue a check to replenish the fund. Omitted information or expenditures in violation of these instructions will result in delays. Reimbursement claims will be returned to the Petty Cash Administrator if completion and/or corrections are necessary.

The Business Manager is authorized to recall Petty Cash funds for failure to administer same pursuant to statutes and this regulation. The Director of Accounting Services is directed and authorized to audit Petty Cash funds on hand, annually and periodically, as deemed necessary.

Descriptor Term: **Sales Calls and Demonstrations**

Descriptor Code: **DJGA**

Issued Date: **3/91**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

#### School District Business

Any contact by salespeople for the purpose for conducting school district business shall be related to employee's responsibilities and at the convenience of the district employee after first registering with the appropriate office. Sales contacts shall not be made during times that the employee has direct student supervisory responsibilities unless authorized in advance by the building principal.

#### Personal Business

Care shall be taken to ensure that the conduct of personal business during working hours does not interfere with job performance or responsibilities.

Any such personal business shall be limited to matters of a nominal, infrequent nature that cannot be reasonably conducted outside the workday.

#### For Profit Business

The conduct of business-for-profit by employees during working hours or on school property is prohibited. This prohibition does not apply to contractual arrangements to which the school district is a signator and the employee is paid through district payroll.

#### District Interest

The District reserves the right to regulate and monitor all activities occurring on District premises or with employees during their workday.

Descriptor Term: **Payment Procedures**

Descriptor Code: **DK**

Issued Date: **2/91**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

#### Approval and Payment for Goods and Services

The receiving of goods and the approval and payment of invoices shall be in accordance with a centralized internal control system.

Subject to the conditions that substantiating invoices have been audited and approved via an internal control process, the Superintendent and Business Manager are authorized to pay claims prior to formal school board approval. All payments made prior to board approval shall be presented for approval at the next business meeting of the school board. Payment prior to school board approval does not affect the right of the school district or a taxpayer to challenge the validity of a claim.

The mechanical process of paying claims without the use of checks, otherwise known as electronic funds transfer, may be utilized for investments, debt redemption and payroll bank account transactions, and other financial transactions that are more readily conducted in this manner.

#### Payment by Electronic Funds Transfer:

The Board shall annually delegate the authority to make electronic fund transfers to the Business Manager.

A list of all such transfers shall be submitted to the Board with the monthly financial report.

A list of all claims against the District, including those above, shall be presented to the Board for official approval per Minnesota Statute. Claims not included above shall be withheld pending Board approval.

Descriptor Term: **Payroll Procedures**

Descriptor Code: **DL**

Issued Date: **6/91**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

All compensation due to employees shall be paid through the payroll process. Each employee shall file an Internal Revenue Service form W-4 before salary payment will be processed.

Pay authorizations must be received by the Payroll Department on the payday preceding the payday on which payment is expected. The employee's supervisor is responsible for promptly reporting earnings due the employee on the applicable authorization form and in accordance with contractual commitments for payment.

Employees will be paid by having their salary deposited in the financial institution of their choice via direct deposit. An employee may file a written request to receive a paycheck. Along with the written request, the employee must sign a Payroll Direct Deposit Waiver Acknowledgement form. All employees will be provided with security access to view their pay information on-line.

Errors in paychecks will be corrected on the next pay date subject to time constraints relating to processing as noted above.

Descriptor Term: **Payday Schedules**  
Descriptor Code: **DLA**  
Issued Date: **3/91**  
Reviewed Date:  
Revised Date: **1/05**  
Rescinds:

Administration shall establish timely pay dates for the payment of salaries and wages to employees.

Pay dates shall be regular and routine but shall consider accounting and data processing constraints.

Descriptor Term: **Payday Schedules**  
Descriptor Code: **DLA-R**  
Issued Date: **6/91**  
Reviewed Date:  
Revised Date: **1/05**  
Rescinds:

#### Pay Dates

District paydays are the 15<sup>th</sup> and the last day of the month. When the normal payday occurs on a weekend or holiday, the payday will be on the day immediately preceding the weekend or holiday.

#### Pay Amounts

Contract amounts are paid on a current basis. There is at least a one day period delay in the payment of most hourly, daily or other miscellaneous pay amounts.

Descriptor Term: **Salary Deductions**

Descriptor Code: **DLB**

Issued Date: **3/91**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

Payroll deductions, whether mandatory or voluntary, are authorized for the following purpose:

Mandatory Deductions

- Federal Income Tax
- State Income Tax
- FICA
- TRA
- PERA
- Court Assessments

Voluntary Deductions

- Employee Share of District Sponsored Group Insurance Premiums
- United Way
- Union Dues

Salary Reduction Plans

- Tax Sheltered Annuities IRS 403 (b)
- Tax Deferred Compensation IRS 457
- Flexible Benefit Plan Participation IRS 125

Descriptor Term: **Salary Deductions**  
Descriptor Code: **DLB-R**  
Issued Date: **7/99**  
Reviewed Date:  
Revised Date: **1/05**  
Rescinds:

Mandatory and voluntary payroll deductions shall be made and remitted in accordance with this regulation.

#### Mandatory Deductions

The School District shall withhold and remit mandatory payroll deductions in accordance with rules established by the federal government, state government, courts or applicable regulatory authority. Mandatory deductions shall be prepared for remittance prior to preparation of voluntary deductions.

#### Voluntary Deductions

##### Employee Paid Group Insurance

The employee share of group insurance premiums shall be deducted from the employee's pay for each month that the premium is due. Premiums for medical insurance and dental insurance shall be deducted before taxes pursuant to the District's Flexible Benefit Plan unless an employee requests in writing that said deduction shall be after tax. Deductions for insurance premiums are limited to District sponsored group insurance plans.

##### United Way

United Way deductions will be made if requested by at least one hundred (100) eligible employees.

A minimum deduction will be \$1.00 per pay date.

Deduction authorization will be submitted to the Payroll Department. Authorizations must be submitted to the Payroll Department on or prior to November 1, of the current year.

Beginning with the first pay date in January, equal deductions will be taken on each pay date of January through May, and the following September through December (18 pay dates.)

The deduction authorization must specify the amount to be deducted and be in multiples of eighteen (18).

The school district will make a single monthly payment to the United Way Organization. The check will be made payable pursuant to advance agreement.

The commitment for deduction of United Way contributions shall be for the total amount. It is understood that this agreement cannot be modified or canceled during the period of commitment, except in the case of termination of employment.

Refunds, if any, are obtainable only from the United Way organization.

The function of the school district is to deduct per employee direction upon initial application and remit same to United Way. Any other business associated with the program is the responsibility of the employee requesting the deduction.

#### Union Dues

Payroll deductions for union dues and fair share assessments as required by applicable Master Agreements shall occur as directed by the exclusive representative.

#### Salary Reduction Plan

##### Tax sheltered Annuities and Tax Deferred Compensation

Salary reductions for tax-sheltered annuities and tax-deferred compensation are permitted pursuant to applicable laws and rules. See policy DLBA and Regulation DLBA-R. Reductions for TSA and TDA purposes shall be made and remitted on a semi-monthly basis.

##### Flexible Benefit Plan

The District shall provide a flexible benefit plan pursuant to Internal Revenue Code Section 125. Employee participation shall be determined by employee contract or agreements made pursuant to the Public Employees Labor Relations Act. The Flexible Benefit Plan shall be as adopted by the School Board on August 2, 1990, subject to formal amendment thereafter.

Voluntary deductions are restricted to those indicated in this Policy and Regulation.

Descriptor Term: **Tax Sheltered Annuities/Deferred Compensation**

Descriptor Code: **DLBA**

Issued Date: **7/99**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

#### Tax Sheltered Annuities

It is the policy of District 191 to permit employees to participate, on a voluntary basis, in tax deferred annuity programs that meet the requirements of the Internal Revenue Code Section 403(b) and 457.

#### Employee Participation

Employee electing to participate in an IRC 403(b) or 457 program must execute a Salary Reduction Agreement prescribed by the school district and provide any information necessary to complete enrollment and ensure compliance. Employees wishing to change their salary reduction agreement may do so at any time by submitting a new salary reduction agreement. Any requested change in contributions will occur on the pay date occurring 30 days after submittal of the salary reduction agreement. The employee is responsible for any tax liability that may accrue as the result of participation in this voluntary program.

#### School District Responsibility

The School district makes no representation regarding the plans offered by vendors and accepts the limited responsibility of deducting and remitting the salary reductions requested by the employee.

#### Vendor Participation

Vendor participation in this program is limited to providers that are registered with the Minnesota Education Tax-qualified Administration & Compliance Service. Providers are responsible for calculating the maximum allowable contributions for each of their clients.

#### Matching Plans

Employees eligible for a district match as provided in an employment agreement must indicate their intent to participate in the matching plan by completing the appropriate section of the salary reduction agreement. The district's matching contribution will be pro-rated on a monthly basis.

Descriptor Term: **Tax Sheltered Annuities/Deferred Compensation**

Descriptor Code: **DLBA-R**

Issued Date: **8/98**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

1. Tax Sheltered Annuities (403b) and Tax Deferred Annuities (457)
  - A. It is the policy of District 191 to permit employees to participate, on a voluntary basis, in a Tax-Sheltered Annuity Program ("Program") which meets the requirements of Internal Revenue Code Section (403(b) and U.S. Department of Labor Regulation Section 2510.3-1(f). Employees are also permitted to participate in the State of Minnesota Deferred Compensation Plan under Internal Revenue Code Section 457.
  - B. The District is not the sponsor of the program. As described in E below, the District's responsibilities will at all times be limited to those set forth in U.S. Department of Labor Regulations Section 2510.3-2(f).
  - C. Participation in the Program is completely voluntary for all employees. Employees elect to participate in the Program by executing a Salary Reduction Agreement with the District. An employee may purchase an annuity contract, mutual fund shares to be held in a custodial account, or both under the Program.
  - D. The maximum contribution to any tax-sheltered annuity or tax deferred annuity program in a taxable year of the employee is limited to the amounts identified in the Internal Revenue Code.
  - E. District Participation in the Program is limited to any one or more of the following functions:
    - a. Permitting authorized vendors of annuity contracts or custodial accounts to publicize their products to employees;
    - b. Requesting information concerning proposed funding media, products or annuity contractors;
    - c. Summarizing or otherwise compiling the information provided in order to facilitate review and analysis by the employees;
    - d. Collecting annuity or custodial account payments as required by Salary Reduction Agreements, remitting such payments to a clearinghouse for distribution to vendors and maintaining records of such payments;
    - e. Limiting the vendors or products available to employees to a number and selection which is designed to afford employees a reasonable choice while simultaneously maintaining administrative efficiency.

(Criteria for vendors are set forth in 3 E, below.)

2. Employee Eligibility and Responsibilities:
  - a. Any employee who is willing to defer \$200 or more annually is eligible to participate in the Program. Contributions will be made in even multiples consistent with the salary payment schedule selected by the employee.
  - b. Employees elect to participate in the program by completing the Salary Reduction Agreement.
3. Vendor Participation:
  - a. In order to ensure ongoing participation in the Program, vendors authorized to participate in the Program must be registered and accepted by the Minnesota Education Tax-qualified Administration and Compliance Service.
  - b. Authorized vendors are permitted to leaflet building post office boxes annually, and may include a response card for employees to use to indicate their interest in participating in the Program using the vendor's investment product. The placement of the materials is the responsibility of the vendor(s). The District's name shall not be used in any manner which could be construed to mean that the District sponsors or endorses any program, company or product.
  - c. Authorized vendors are permitted to conduct meetings which employees may voluntarily attend. Meetings are permitted to take place in District buildings in off duty hours on regular workdays. It is the responsibility of the vendor to schedule room use through the Building Principal.
  - d. Authorized vendors are responsible for supplying accurate and timely invoices for payment of employee contributions to the Program on a monthly basis.
  - e. Failure on the part of any vendor to supply accurate and timely invoices may result in restrictions on that vendor's authority to solicit participants among District employees.
  - f. Each vendor is co-responsible, with each employee to whom it sells and investment product in connection with the Program, for ensuring that payments made under the employee's Salary Reduction Agreement do not exceed the maximum contribution permitted under the Internal Revenue Code Section 403(b) and 457 and the regulations thereunder. The vendor must verify the maximum allowable contribution for each employee contributing more the employee basic annual limit.
  - g. Vendors must sign the service provider agreement provided by the Minnesota Educational Tax Qualified Administration and Comprehensive Service.

- h. It is the responsibility of each vendor to ensure that accurate records of all employee participation are maintained. Vendors of investment products are responsible for maintaining records of the participant contributions and earnings and for reporting them to participants on a periodic basis, but not less than annually.

Descriptor Term: **Cash in School Buildings**

Descriptor Code: **DM**

Issued Date: **4/91**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

The collection and receipting of cash in District buildings shall conform to standard business and accounting practices with respect to receipting, depositing and safekeeping.

Descriptor Term: **Cash in School Buildings**

Descriptor Code: **DM-R**

Issued Date: **4/91**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

#### Safekeeping

Receipts shall be written for all incoming revenues on a form to be provided by the Accounting Department.

In cases where a teacher collects monies from a class, a single summary receipt may be issued to the teacher.

The original copy of the receipt and/or a copy of the bank deposit slip shall be forwarded to Accounting.

All monies held overnight shall be kept in a designated secure place and in no case shall monies held overnight be kept in desk drawers or file cabinets.

#### Deposits

All receipts are to be deposited intact on a daily basis.

The term "intact" means that disbursements shall not be made nor shall personal checks be cashed out of revenues awaiting deposit.

Large sums of money collected after banking hours shall be deposited on the date of receipts, using the banks' night depository service.

Descriptor Term: **Disaster Plans**

Descriptor Code: **EBCA**

Issued Date: **2/96**

Reviewed Date:

Revised Date: **3/05**

Rescinds:

## DISASTER PREPAREDNESS

District 191 recognizes the existence of the possibility of disaster resulting from fire, terrorism, criminal activity or natural causes, and to ensure that the resources of the District will be organized to deal with such disaster, the Safety Director shall prepare a school emergency plan in accordance with directives issued by the Minnesota Department of Education and provide for the necessary training and instruction so that school emergency disaster plans may be carried out with the greatest possible speed and safety.

The School District should provide a safe environment and take reasonable precautions to protect students, staff and patrons from injury or disaster while on school property.

The Safety Director is responsible for developing and coordinating the building plan for disaster preparedness. The building principal is responsible for execution of the plan and the instruction of students and staff in its operation.

Legal References:	42 U.S.C. 5121 et.seq.	(Disaster Relief and Emergency Assistance)
	Minn. Stat. Ch. 12	(Emergency Management)
	Minn. Stat. § 121A.06	(Reports of Dangerous Weapon Incidents in School Zones)
	Minn. Stat. § 121A.035	(Crisis Management Policy)
	Minn. Stat. § 299F.011	(Uniform Fire Code)
	Minn. Stat. § 299F.391	(Health Care, Education, or Lodging Facility)
	Minn. Stat. § 299F.30	(Fire Drill in School)
	Minn. Stat. § 299F.452	(Reporting Malicious False Fire Alarm)
	Minn. Stat. § 609.605, Subd. 4	(Trespasses on School Property)
	Minn. Rules. Pt. 7510	(Fire Safety)

Descriptor Term: **Disaster Plans**  
Descriptor Code: **EBCA-R**  
Issued Date: **2/96**  
Reviewed Date:  
Revised Date: **3/05**  
Rescinds:

## DISASTER PREPAREDNESS

The Safety Director is responsible to develop and coordinate with the principals a building disaster preparedness plan.

The building principal is responsible for execution of the plan and the instruction of pupils and staff in its operation.

The Safety Director shall review this plan with the principals annually.

Legal References:	42 U.S.C. 5121 et. seq.	(Disaster Relief and Emergency Assistance)
	Minn. Stat. Ch. 12	(Emergency Management)
	Minn. Stat. § 121A.06	(Reports of Dangerous Weapon Incidents in School Zones)
	Minn. Stat. § 121A.035	(Crisis Management Policy)
	Minn. Stat. § 299F.011	(Uniform Fire Code)
	Minn. Stat. § 299F.391	(Health Care, Education, or Lodging Facility)
	Minn. Stat. § 299F.30	(Fire Drill in School)
	Minn. Stat. § 299F.452	(Reporting Malicious False Fire Alarm)
	Minn. Stat. § 609.605, Subd. 4	(Trespasses on School Property)
	Minn. Rules. Pt. 7510	(Fire Safety)

Descriptor Term: **Building and Grounds Security**

Descriptor Code: **ECA**

Issued Date: **4/91**

Reviewed Date:

Revised Date: **3/05**

Rescinds:

School buildings constitute the greatest monetary investment of the District and shall be protected against potential hazards such as vandalism, theft, fire, faulty equipment and unsafe practices.

Descriptor Term: **Vandalism**

Descriptor Code: **ECAB**

Issued Date: **4/91**

Reviewed Date:

Revised Date: **3/05**

Rescinds:

Willful or malicious destruction or defacement of District property will not be tolerated.

All employees shall be responsible for reporting to their supervisor incidents of vandalism.

The Superintendent is authorized to sign a criminal complaint and to press charges against perpetrators of vandalism against school property.

Descriptor Term: **Vandalism**

Descriptor Code: **ECAB-R**

Issued Date: **4/91**

Reviewed Date:

Revised Date: **3/05**

Rescinds:

## Vandalism

When vandalism becomes inordinate, a committee shall be convened at the building level to discuss ways and means of vandalism prevention. Building maintenance will be sustained at a high level so as not to encourage further acts of destruction or defacement.

### Restitution for Vandalism Damage Costs

Where willful and malicious acts cause damage, the costs will be sought in full.

The method of seeking restitution has three varying levels:

(1) senior high, (2) junior high, and, (3) elementary.

- (1) The parents of senior high students under eighteen years of age who are guilty of vandalism shall have the option of paying by check or arranging a work program for their student at prevailing hourly student rates.

Students over eighteen years of age will be given the pay/work option.

- (2) The junior high process is the same as for under eighteen (senior high students), except that up to twenty-five percent (25%) of the restitution cost may be waived if the student performs the work in a cooperative and dependable manner.

- (3) No work option is available for elementary students. The parents will receive our demand for restitution.

In any of the three cases where refusal to make restitution is made, the Business Office shall initiate small claims court proceedings to recover legal limits subject to the exercise of reasonable discretion with respect to the likelihood of recovery and the costs of pursuing recovery.

Where the vandals are referred to the Dakota or Scott County Court, the District shall communicate our interest to the judge and request that restitution be part of the ruling.

Descriptor Term: **Building and Grounds Maintenance**

Descriptor Code: **ECB**

Issued Date: **4/91**

Reviewed Date:

Revised Date: **3/05**

Rescinds:

#### Maintenance

The Operations and Maintenance staff shall be responsible for developing and administering a comprehensive schedule for the general care, housekeeping and maintenance of all buildings, grounds and equipment in District 191.

The Operations and Maintenance staff shall work in close relationship with the building principals to realize optimum safety and utilization of facilities throughout the District.

Descriptor Term: **Building and Grounds Maintenance**

Descriptor Code: **ECB-R**

Issued Date: **4/91**

Reviewed Date:

Revised Date: **3/05**

Rescinds:

#### Structures

All programmed maintenance shall restore deteriorated conditions to meet building code requirements.

Capital improvement projects performed by District personnel require a building permit and inspection by the city building inspector following completion of the project.

All major remodeling is under the supervision of the Business Office. Any input or suggestions by the principal or the staff pertaining to the job or the maintenance personnel doing the job is to be channeled through the designated individual in the Business Office.

#### Equipment

All equipment shall routinely be inspected per schedule, with all inspections and service recorded for future use.

Replacement or repair of equipment shall restore the serviceability of the item to required standards.

#### Housekeeping and Grounds

Custodial and maintenance operations shall meet quality control standards and be conducted according to prescribed operating procedures.

Descriptor Term: **Energy Conservation**

Descriptor Code: **ECF**

Issued Date: **11/83**

Reviewed Date: **3/10**

Revised Date: **4/10**

Rescinds:

Energy Conservation shall be practiced by all employees of each department in the District. It is the responsibility of the schools to share in the conservation of energy; furthermore, schools have a moral obligation to teach and support conservation of the nation's limited resources.

Descriptor Term: **Energy Conservation**

Descriptor Code: **ECF-R**

Issued Date: **11/83**

Reviewed Date: **3/10**

Revised Date: **4/10**

Rescinds:

## 1. LIGHTING

All lights will be turned off in any area that is unoccupied except for corridors, stairwells and exits as required by code.

Classrooms that are partially occupied will use partial lighting when practical.

Day lighting (natural sun light) should be used in place of electrical light when available and dependent on area use and specifications.

The following lighting levels shall be maintained and fall within the guidelines set forth by Illuminating Engineering Society of North America (IESNA):

Task Area	Foot-Candles
Corridors/Stairways/Restrooms	10-20
Storage Rooms	10-20
Conference Rooms	20-50
General Offices	50
Classrooms	50
Cafeterias	50
Gymnasiums	30-50
Parking Areas (uncovered)	1-2

## 2. TEMPERATURE CONTROL

Standard Building Temperatures

During the heating season and occupied periods, heating systems are to be adjusted where possible to maintain the following average temperatures:

Area	Heating Mode	Cooling Mode
Occupied Areas of Building	70-72F	76-78F
Kindergarten Rooms	70-72F	76-78F
Cafeteria and Kitchen	69-70F	76-78F
Storage and other Similar		
Normally Unoccupied Areas	60F	N/A
Occupied Gym	68F	N/A
Wrestling Rooms	75F	N/A
Shops	68-72F	76-78F
Lavatories and Halls	68F	76-78F

During the heating season and unoccupied periods, heating systems where possible are to be adjusted to maintain average room temperature of 60F.

Heating/cooling systems are to be shut down while buildings are unoccupied and the outdoor temperature is above 50F.

Descriptor Term: **Energy Conservation**

Descriptor Code: **ECF-R**

Issued Date: **11/83**

Reviewed Date: **3/10**

Revised Date: **4/10**

Rescinds:

Heating systems shall be operative to produce average room temperatures not to exceed 60F when a building is unoccupied and the outdoor temperature is below 50F provided damage to the building contents or systems will not result by this action.

During the cooling season and unoccupied periods, when air conditioning systems are operating, cooling systems are to be adjusted to maintain average room temperatures no lower than 76F. Air conditioning systems are to be shut down when a building is unoccupied.

Domestic hot water temperature control devices must be set at 110F or the lowest setting on the control device, whichever is higher.

Staff will not obstruct ventilation/return air ducts or unit ventilators.

Exceptions to Standard Building Temperatures

The District shall apply with all governing national and/or state temperature regulations when emergency energy consumption conditions exist.

The Business Office is authorized to submit exception applications to the appropriate governing agency as the need to request exceptions become evident.

District administration is authorized to make changes in temperature settings as deemed necessary.

## 2. SCHEDULING

All community education activities/programs shall be scheduled in rooms appropriate to the number of attendees and shall be consolidated to one air handling unit zone whenever possible. The Community Education's scheduler will coordinate the consolidation of activities based on the Zoned floor plans provided by the Operations & Properties department.

## 3. COMPUTERS AND OTHER OFFICE EQUIPMENT/PLUG LOADS

All computer monitors and other office equipment should be shut off when not in use. Each computer monitor should be set with a 15-minute sleep-mode.

Office copiers and printers will be shut off at night where appropriate.

Classroom televisions will be unplugged over the summer unless used for summer school.

Vending machines for pop, juice and water will be de-lamped and unplugged over the summer except in special circumstances.

## 5. PERSONAL APPLIANCES

Personal portable space heaters, water coolers, coffee makers, coffee warmers, microwaves and refrigerators are banned from school district facilities except where deemed

Descriptor Term: **Energy Conservation**

Descriptor Code: **ECF**

Issued Date: **11/83**

Reviewed Date: **3/10**

Revised Date: **4/10**

Rescinds:

necessary by the Operations & Properties department. Any exceptions to this regulation need to be submitted and approved by the Operations & Properties Department.

#### 6. GYMS AND LOCKER ROOMS

All gym and locker room lights should be turned off if area will be unoccupied for a period in excess of fifteen minutes.

Ventilation systems will be controlled to maintain the correct amount of air based on occupancy.

During spring and summer months, when phy-ed classes are outside, the gym lighting will be limited to walk-thru lighting and other minimal lighting requirements.

#### 4. KITCHENS

Appliance and equipment "on" times will be as close as possible to the actual use.

Ventilation fans, ovens and other equipment will be shut off when not needed.

Refrigerator doors will remain closed as often as possible.

Unused kitchen beverage coolers and ice cream freezers will be unplugged over the summer.

Frozen food will be consolidated into the district maintenance and high school freezers over the summer. All other freezers will be unplugged and propped open – refer to shut down procedures for walk-ins.

#### 5. SWIMMING POOLS

Swimming Pool Room – Burnsville High School	80F
Swimming Pool Room – Eagle Ridge Junior High	82F
Swimming Pool Room – Metcalf Junior High	82F
Swimming Pool Room – Nicollet Junior High	84F
Swimming Pool Water – Burnsville High School	82F
Swimming Pool Water – Eagle Ridge Junior High	85F
Swimming Pool Water – Metcalf Junior High	85F
Swimming Pool Water – Nicollet Junior High	87F

Swimming pool covers will be used to reduce evaporation and minimize heat loss. Users of the pool will be responsible for replacing pool cover after use.

Descriptor Term: **Student School Bus Scheduling  
and Routing**

Descriptor Code: **EEAB**

Issued Date: **3/05**

Reviewed Date:

Revised Date:

Rescinds:

#### School Bus Scheduling and Routing

Bus routes are determined by the District transportation office. Determination of bus stops will be reviewed annually and the number of students at bus stops will be determined by the District. The District will not provide transportation on dead-end streets or culdesacs that deter from safe, efficient, and effective transportation services; i.e. ability of buses to turn without backing.

Descriptor Term: **Student Transportation Provided  
or Arranged by the District**

Descriptor Code: **EEAE**

Issued Date: **9/98**

Reviewed Date:

Revised Date: **3/05**

Rescinds:

Scheduled student transportation that is provided or arranged by the District shall be via regular school bus or, if by standard automobile, in vehicles that meet all requirements relating to their use to transport students. All vehicles used to transport students must be inspected annually by the State Highway Patrol and carry necessary safety equipment including, first aid kits, fire extinguishers, body fluid clean-up kits, and emergency warning signs.

Parents of students participating in off-site activities for which the District does not provide transportation must sign a form recognizing the lack of transportation services and assuming full responsibility for getting their student to the off-site location. Parents may also request that their student be excused from District provided transportation in which case they will sign a form officially accepting responsibility for the service.

Exceptions to this policy are permitted in the event of an emergency or when the need to transport a student(s) cannot be anticipated in advance.

Descriptor Term: **Student Transportation – Private Vehicles**  
Descriptor Code: **EEAE-R**  
Issued Date: **9/95**  
Reviewed Date:  
Revised Date: **3/05**  
Rescinds:

#### Use of Volunteer Drivers and Privately Owned Vehicles

##### Eligible Trips and Passengers

This policy is limited to the trips which involve not more than twenty (20) students traveling to the same site at the same time and for which the District authorizes transportation.

Only the drivers, participants and assigned individuals are to be transported under this policy. Accordingly, no spectators or guests are to be transported.

##### Eligible Vehicles

Only the building principal or designee, Assistant Superintendent or Superintendent are empowered to authorize the use of privately owned vehicles on school sponsored trips. Said authorization must be executed in writing prior to commencing the trip or activity.

Only unmodified, standard performance automobiles which meet the State of Minnesota safety standards may be used on such trips.

The number of passengers assigned to each privately owned vehicle shall not exceed the vehicle manufacturers stated capacity.

##### Privately Owned Vehicle Insurance

No employee or privately owned vehicle may be used to transport students on a school sponsored trip without the owner's prior written permission on a form to be prescribed and made available by the Transportation Director.

The owner shall certify that the vehicle furnished is currently covered by an insurance policy, which meets or exceeds the State of Minnesota requirements.

Compensation for the use of a private vehicle shall be limited to the District's mileage reimbursement rate.

The owner's permission shall also relieve and hold harmless the District for any and all liability for damages to the privately owned automobile.

The owner's permission shall also relieve and hold harmless the District for any and all other liabilities to the owner, which may result from such use of the vehicle.

## Volunteer Drivers

All persons authorized to transport students in a privately owned vehicle on school business must be authorized in writing. Only the building principal or designee, Assistant Superintendent or Superintendent are empowered to grant such authorization. Said authorization shall be executed on a trip or activity basis prior to commencing each trip or activity.

All authorized drivers must certify possession of a current and valid Minnesota driver's license.

The District will not knowingly allow any person to serve as a volunteer driver who has been convicted of careless or negligent driving, driving while under the influence of alcohol or drugs or a similar violation, open bottle, or has more than three moving violations within the past five years. All volunteer drivers must certify freedom from such driving violations prior to receiving District authorization.

When students serve as volunteer drivers, the parents/guardians of all passengers, including the driver, shall approve the transportation arrangements by signing a permission form which clearly indicates their consent to having their child transported in a private automobile operated by a student driver.

Descriptor Term: **Food Service Management**

Descriptor Code: **EF**

Issued Date: **1/91**

Reviewed Date:

Revised Date: **3/05**

Rescinds:

### Food Service Management

The school food service program is to operate on a daily, optional participation basis as a convenience for students, staff and occasional guests of the District. The program is to be financially self-sufficient and operate in compliance with the requirements of the Federal Child Nutrition Program and the Minnesota Department of Health.

In order to maintain a financially self-sufficient program, competing food sales are prohibited. Food vending machines should not be operated in competition with school food service.

Descriptor Term: **Free and Reduced Price Food Services**

Descriptor Code: **EFB**

Issued Date: **4/91**

Reviewed Date:

Revised Date: **3/05**

Rescinds:

Free and Reduced Price Food Services

The District will participate in the federal free and reduced price meal program for eligible students.

Descriptor Term: **Free and Reduced Price Food Services**

Descriptor Code: **EFB-R**

Issued Date: **4/91**

Reviewed Date:

Revised Date: **3/05**

Family size and income information to determine eligibility for free and reduced price meals will correspond with the Federal guidelines distributed annually. Children from families whose income is at or below the guidelines are eligible for free or reduced price meals.

Applications and information will be distributed to each family with school age children in the District at the start of each school year.

The Food Service Office will review the confidential applications and determine eligibility utilizing the Federal guidelines. The Food Service Office will verify the applications to assure compliance with all Federal regulations and guidelines.

To discourage the possibility of misrepresentation, the application forms shall contain a statement above the space for a signature certifying that all information furnished in the application is true and correct and that deliberate misrepresentation of information may subject the applicant to prosecution under the applicable State and Federal statutes.

Meals provided under the free and reduced price lunch program shall be identical with those provided to students paying the full price for the meal.

In the operation of child nutrition programs, no child will be discriminated against on the basis of race, gender, religion, color, or national origin.

Descriptor Term: **Copyright**

Descriptor Code: **EGAAA**

Issued Date: **4/91**

Reviewed Date:

Revised Date: **3/05**

Rescinds:

### Copyright

Employees are personally responsible for compliance with, and knowledge of existing copyright statutes and Public Law 94-553 (effective January 1, 1978 and its amendment, Public Law 96-517 passed December 12, 1980.)

Employees shall not direct other employees to engage in activities which are not in compliance with P.L. 94-553/P.L. 96-517, or legal judgments arising from P.L. 94-553/P.L. 96-517, or official guidelines pertinent to P.L. 94-553/P.L. 96-517.

Descriptor Term: **Printing and Duplicating Services-Copyright**

Descriptor Code: **EGAAA-R**

Issued Date: **4/91**

Reviewed Date:

Revised Date: **3/05**

Rescinds:

Copyright Law, P.L. 94-553 (effective January 1, 1978) and Official Guidelines

The intent of P.L. 94-553 is to protect authors, creators, producers, and publishers by allowing them to control the publication of the works and to obtain economic profits from their distribution.

Permissions

If the proposed use of the copyrighted work is outside the scope of "fair use" (Section 107 of P.L. 94-553) or other relevant sections of P.L. 94-553, which permit such use, employees must secure permission to copy, reproduce in whole or in part. Or to change media format. Such permissions must be secured via a written request to the copyright owner (s). Such permissions or authorizations to copy must be received prior to the act of copying and be limited to the conditions established by the copyright owner (s). Responsibility for securing permission (s) to copy or reproduce rests with the employee who receives the most direct benefit from the act, i.e., the user of the copies or reproduced material.

Fair Use

P.L. 94-553, Section 107, provides the criteria under which some unauthorized reproduction of copyrighted materials is permitted for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship or research.

The fair use provision of P.L. 94-553, Section 107, is further defined in an "Agreement on Guidelines for Classroom Copying in Not-For-Profit Educational Institutions" under "fair use," Section 107, H.R. 2223, which governs the unauthorized copying of printed, graphic and music material. Employees shall be personally responsible for compliance with these guidelines, a copy of which will be placed in an appropriate place in each District building where copying occurs.

Copying and Distribution of Audio Visual Works

The "fair use" exclusions which allow certain non-authorized copying of printed material do not transfer or apply to audio-visual works, therefore, unless the appropriate permissions have been secured in advance, copying or reproduction of audio-visual works is prohibited unless intended for legitimate scholarly or research purposes. P. L. 94-553, Section 108, Subsection (h) stipulated that the unauthorized copying and distribution of copyrighted works under certain limited circumstances "do not apply to a musical work, a pictorial, graphic or sculptural work, or a motion picture or other audio-visual work (i.e., phono-disc, or audio-tape, video-tape, off-the-air recording of instructional or commercial television broadcasts, slides, filmstrips, transparencies, et al, or translation from one media to another, except certain audio-visual works dealing with news."

Descriptor Term: **Printing and Duplicating Services-Copyright**

Descriptor Code: **EGAAA-R**

Issued Date: **4/91**

Reviewed Date:

Revised Date: **3/05**

Rescinds:

#### Computer Programs

P. L. 96-517 amended P. L. 94-533 to include computer programs, with their documentation and support materials, as literary works, and had granted to computer programs the same privileges granted to other such copyrighted works under P. L. 94-553. The "fair use" exclusions, which allow certain non-authorized copying of print material, do not transfer or apply to computer programs. No copying of computer programs is allowed, unless a particular license or permission in writing has been granted.

This regulation shall be revised as necessary to comply with current legal interpretations.

Descriptor Term: **Mail and Delivery Services**

Descriptor Code: **EGAB**

Issued Date: **4/91**

Reviewed Date:

Revised Date: **3/05**

Rescinds:

#### Mail and Delivery Services

The intra-district mail will be delivered to all District buildings on a daily basis per the schedule established by the Director of Purchasing.

Descriptor Term: **Cellular Phones**

Descriptor Code: **EGAC**

Issued Date: **3/05**

Reviewed Date:

Revised Date:

Rescinds:

Cellular phones will be acquired/leased when deemed appropriate by administration and within budgetary authority. Provision of a cellular phone shall be based on employment responsibilities with approval from the employee's supervisor.

The acquisition of cellular phones shall be accomplished through the District's purchasing department.

Personal use of cellular phones shall be incidental. Employees are to reimburse the District for all personal calls.

Descriptor Term: **Facilities Construction**  
Descriptor Code: **FE**  
Issued Date: **11/83**  
Reviewed Date: **3/10**  
Revised Date: **4/10**  
Rescinds:

#### NEW CONSTRUCTION

The Board shall determine the extent of all new construction based upon reports and recommendations submitted by the administration through the Superintendent.

Descriptor Term: **Facilities Construction**

Descriptor Code: **FE-R**

Issued Date: **11/83**

Reviewed Date: **3/10**

Revised Date: **4/10**

Rescinds:

#### DETERMINING NEEDS

The Superintendent is responsible for the establishment of a system to determine existing and projected needs of the school construction program.

The Superintendent shall report to the Board of the state and condition of existing facilities as they relate to servicing future needs and purpose.

A constant effort shall be made to assess projected student enrollments, physical facilities, and financial position of the District.

At regular intervals appropriate to long range planning, the administration shall submit, for review by the Board, a report of current factors or community growth: projection of enrollments, financial resources, and conditions.

#### DETERMINING THE EXTENT OF NEW CONSTRUCTION

The Board shall determine the extent of all new construction based upon reports and recommendations from the through the Superintendent.

New construction is defined to include major repair and replacement of all building items to the extent that they shall be maintained in the condition of their original construction, or as redesigned.

Descriptor Term: **Architect**  
Descriptor Code: **FEB**  
Issued Date: **11/83**  
Reviewed Date: **3/10**  
Revised Date: **4/10**  
Rescinds:

#### DISTRICT ARCHITECT

The District shall employ a licensed architect for major projects on an as needed basis.

An architect employed by the School District shall carry errors and omissions liability coverage with limits of at least \$2,000,000.

The limits of insurance required by the District may be adjusted as suggested by the following factors: size of project, complexity of project, number of prime contractors.

The policy shall not contain a deductible in excess of \$25,000.

Descriptor Term: **Site Acquisition**  
Descriptor Code: **FEE**  
Issued Date: **11/83**  
Reviewed Date: **3/10**  
Revised Date: **4/10**  
Rescinds:

The purchase of school sites shall be considered at the earliest possible time prior to the need for a site.

Descriptor Term: **Site Acquisition**  
Descriptor Code: **FEE-R**  
Issued Date: **11/83**  
Reviewed Date: **3/10**  
Revised Date: **4/10**  
Rescinds:

#### SCHOOL SITE SELECTION AND ACQUISITION

The selection of a site requires the cooperative effort of the Board, administration, and the District's attorney.

Site selection shall include an analysis of demographic data, housing patterns, transportation needs, acreage, and site proximity to park land.

Land acquisition shall be made by direct contact with the owner prior to initiating condemnation procedures.

Descriptor Term: **Retirement of Facilities**

Descriptor Code: **FL**

Issued Date: **11/83**

Reviewed Date: **3/10**

Revised Date: **4/10**

Rescinds:

#### CLOSING AND RETIRING A SCHOOL FACILITY

School facilities will be considered for closing when a facility is no longer needed or when the decline in enrollment makes operation of all facilities impractical or the operation of all facilities would have a detrimental effect on the District's education program.

Selection of a school facility for closing shall be based upon the adequacy of that facility with respect to other facilities in meeting specific criteria.

The Board shall establish a committee to include community members to investigate and make recommendation(s) of a school facility(s) for closing. Their recommendation(s) shall be presented to the Board prior to public hearings.

The Board shall hold public hearings to encourage community participation in the deliberation on closing a school facility.

When the decision is made to close a specific school facility, the Board shall determine, with the assistance of a citizen's study committee, whether the facility should be sold, leased or retained for future use.

The final decision to close a school facility shall be made by the School Board allowing adequate time to prepare for the closing and reassignment of staff members for the targeted school year.

Descriptor Term: **Retirement of Facilities**  
Descriptor Code: **FL-R**  
Issued Date: **11/83**  
Reviewed Date: **3/10**  
Revised Date: **4/10**  
Rescinds:

## CONSIDERATION OF FACILITY RETIREMENT

“School facility” means all school property including District buildings, sports facilities and undeveloped land.

Prior to closing a school facility the Board shall consider alternatives to facility retirement. Alternatives may include changing school boundaries to affect enrollment, shifting programs from one building to another and implementation of new programs.

A decision to study facility closing should be made when a facility is no longer needed or when declining enrollment reaches a point at which continued operation of all facilities would result in detrimental effects of a part or all of the educational program and would also result in adverse effects on the financial management of the District.

## CRITERIA FOR SELECTIING FACILITY RETIREMENT

When a facility is considered for closing, educational program impact should be determined, an assessment of comparable facilities should be addressed, and the consequences for placement of students should be specified.

The criteria governing the selection of facilities to be closed are classified as follows:

### Education Program Assessment

Educational Facility – The optimal enrollment, school size, room configuration and site for an educational facility should be defined to maintain an effective education program.

Educational Services – Services related to media, special programs, food distribution, administration, custodial and storage areas should be considered in light of current needs.

Staffing Patterns – Staffing to support a typical educational program in the type of building under consideration for closing should be determined based upon the current education program in effect.

### Present Facility Analysis

Facility Space – Each facility under consideration should be analyzed to determine all space available to support an educational program.

Facility Financial Assessment – A comparison of maintenance and operation costs to include energy, utility and service contracts should be conducted.

Facility Physical Condition – Consideration should be given to the age and future useful life, necessary or planned building improvement, compliance with city, state and federal building codes and short and long range maintenance requirements.

Facility and Site unique Factors – Consideration should be given to those physical characteristics which could not be easily duplicated or would be difficult to replace, such as pools, theaters, athletic or playground facilities, adjacent park facilities, etc.

#### School / Community Implications

Enrollment – District enrollment trends should be examined to determine if a school building could be closed.

Student Reassignment – School attendance areas should be simulated to assure as much as possible in adequate distribution for students among the remaining buildings.

Student Transportation – Transportation safety and number of students transported should be considered for all affected attendance areas.

Demographic Assessment – The composition of neighborhoods relative to type and age of housing, potential for growth, enrollment trends and permanency of a decision to close a school should be studied.

#### Disposition of Closed Facility

District Need to Retain Facility – Consideration should be given to projecting future educational needs of the District in relationship to changing enrollment/population trends and space requirements for educationally related activities under the direction of the District.

Facility Usage Alternatives – a listing of potential uses for a closed facility should be developed to include the sale or lease of the facility, potential for other District use, and consistency with other governmental area plans.

### RECOMMENDATION FOR SELECTING A FACILITY FOR RETIREMENT

A process for selecting a facility for retirement will be determined by combining those criteria specified under “Criteria for Selecting a Facility for Retirement” into statements that can be considered in a weighting process. Each statement will be assigned a weighting rank. A ranking process will be employed in the final selection for a facility retirement.

Recommendations may also consist of compilations of school facility assessments and other materials and judgments the committee feels are relevant to their final recommendation.

A net savings, if any, associated with each facility rated in ‘Present Facility Analysis’ will be calculated to include salaries, fringe benefits, maintenance and operations, supplies and materials.

The disposition of an existing facility will be determined at the time of specifying the retirement-based on the criteria in “Disposition of Closed Facility.”

### PROCEDURE FOR PUBLIC HEARINGS AS PART OF DELIBERATIONS TO CLOSE A SCHOOL FACILITY

The Board shall conduct public hearings to explain the need to retire a school facility and to present the supporting documentation that has been accumulated.

The public hearing shall be fully informed of all deliberations and decisions relating to the closing or potential closing of a school.

### PROCEDURE FOR SALE, LEASE OR RETENTION OF A SCHOOL FACILITY

If a facility is to be sold, the District's Business Manager shall proceed as directed by the School Board.

Funds generated from the sale of real property shall be deposited in the Debt Redemption Fund or Capital Expenditure Fund as required by Minnesota Statutes.

Lease of a school facility shall be examined in terms of short term and long term advantages to the District as compared to sale of the facility or continued ownership of vacated property.

Continued ownership of a closed facility shall be determined on the basis of alternate uses, cost of ownership, current and projected needs, feasibility of sale or lease and consequences of sale or lease.

Prior to committing a facility to an alternate use, the city government shall be consulted to determine if the proposed use is permissible under local zoning ordinances.

#### PROCEDURE FOR IMPLEMENTATION OF SCHOOL CLOSING

The Building principal shall be responsible for building equipment and supplies inventories, updating all student records, transferring of student records to the new school of attendance, collecting and cataloging all keys held by employees, closing of all student activity bank accounts via transfer to appropriate accounts in other buildings and the discontinuance and finalization of all purchasing.

The Office of Human Resources will inform all District employees of the impending closure and the possible effects on each staff member. Placing individuals on unrequested leave of absence must be completed pursuant to Minnesota Statutes, District Policy and applicable Master Agreements.

The custodial staff, under the direction of the Director of Operations or his/her designee, shall prepare the building for retirement by securing all entrances and windows, draining the plumbing fixtures and shutting down all mechanical equipment.

The Director of Planning and Information Systems will provide a plan for the reassignment of students, taking into consideration the enrollment in neighboring schools, walking distances, building capacities, projected enrollment changes, programs and transportation requirements.

The Superintendent will inform all District residents of the impending closure, the schedule of events designed to implement the closure and the changes in attendance areas resulting from the closure.

The Director of Purchasing and Properties shall direct the transfer, storage, sale or relocation of all materials and equipment housed in the facility to be closed.

Legal Reference:  
Minn. Stat. § 123.36, Subd. 13

Descriptor Term: **Board – Staff Communication**

Descriptor Code: **GBD-R**

Issued Date: **4/87**

Reviewed Date:

Revised Date:

Rescinds:

#### Communications to the Board

The Superintendent should be made aware of the significant communications between Board members and staff members. When such communications are in written form, a copy should be sent to the Superintendent or Board Chairperson.

This necessary procedure shall not be construed as denying the right of any staff member to appeal to the Board concerning administrative decisions on important matters, provided the Superintendent has been notified of the forthcoming appeal and that it is processed in accordance with the Board's policies on complaints, grievances and agenda development.

Staff members are reminded that Board meetings are public and provide an excellent opportunity to observe at firsthand the Board's actions.

#### Communications with Staff

All official communications, policies and directives of staff interest and concern will be communicated to staff members through the Superintendent, and the Superintendent, will employ all such media as are appropriate to keep staff fully informed of the Board's deliberations and decisions.

#### Informal Communications

Staff and Board members share a keen interest in the schools and in education generally, and it is to be expected that when they meet at social affairs and other functions, they may informally discuss such matters as educational trend, issues, innovations and general School District problems.

Participants in discussion, in such circumstances as mentioned above, shall abide by the applicable Code of Ethics for staff and Board members.

Board members have official authority only when convened at a legal meeting of the Board.

Descriptor Term: **Staff Health and Safety Physical Examinations**

Descriptor Code: **GBE**

Issued Date: **4/87**

Reviewed Date:

Revised Date: **7/01**

Rescinds: **GBE-R, GBEB-R**

#### Physical Examinations

1. A physical examination shall be required for all applicants of bus driver positions(s) upon initial entry into the school system pursuant to M. S. 363.02 Subd. 1 (9). Any offer of employment for bus driver position (s) will be made on condition that the applicant meet the physical requirements of the job. The physical examination will only test the applicant's capability to perform essential job related functions.
2. An application for leave based upon a serious health condition of the employee must be accompanied by a signed "Medical Certification Statement" from a physician regarding the particular condition for which the employee is requesting leave. The statement must include the date on which the health condition commenced, the probable duration of the condition and the extent to which the employee is unable to perform the functions of his or her position. The certification must state that the employee cannot perform the functions of his or her job.
3. An employee returning from leave based upon a serious health condition will be required to provide a signed fitness-for-duty certification from a physician indicating that the staff member is able to return to his or her position prior to being restored to employment. If such certification is not received, the employee's return to work may be delayed until certification is provided.
4. Any medical information obtained on employees shall be collected and maintained in separate medical files and treated as private medical records, except that supervisors and managers may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

Descriptor Term: **Communicable Diseases Employees & Staff**  
Descriptor Code: **GBEA**  
Issued Date: **9/86**  
Reviewed Date: **2/10**  
Revised Date: **3/10**  
Rescinds: **JHCC/GBEA**

## EMPLOYEES

It is the policy of the School Board that employees with communicable diseases not be excluded from attending to their customary employment so long as they are physically able to perform tasks assigned to them and so long as their employment does not create a substantial risk of the transmission of illness to students or employees of the School District.

## CIRCUMSTANCES AND CONDITIONS

Determination of whether a contagious individual's job performance creates a significant risk of the transmission of the illness to students or employees of the school district will be made on a case-by-case basis. Such a decision will be based upon the nature of the risk, the duration of the risk, the severity of the risk and the probability the disease will be transmitted and will cause varying degrees of harm. Assessing the risk of transmission of the disease will be done in consultation with local and state public health departments.

## PREVENTION

The School District shall, with the assistance of the Commissioners of Health and Education, implement a program to prevent and reduce the risk of sexually transmitted diseases in accordance with Minn. Stat. §121.23.

The School District will develop routine procedures for infection control at school and for educating employees about these procedures.

## INFORMATION SHARING

Public concern regarding communicable diseases is neither an excuse nor defense for the violation of data privacy rights of employees who have or are rumored to have such illnesses. Health data regarding students is private data, Minn. Stat. §13.32, Subd. 2, and is not to be disseminated to the public or to staff without the strict observance of data privacy rights.

Health data regarding employees is private data, Minn. Stat. §13.43, Subd. 2, and may not be released to the public nor to fellow employees without strict observance of data privacy rights of public employees, Minn. Stat. §13.43.

## REPORTING

The School District will develop routine procedures for reporting of communicable diseases to the local and/or state public health departments.

### Legal References:

Minn. Stat. § 121A.23 (Health-Related Programs)  
Minn. Stat. § 13.32, Subd. 2 (Educational Data)  
Minn. Stat. § 13.42, Subd. 2 (Personal Data)  
Minn. Stat. § 144.4186 (Data Privacy)

### Cross Reference:

MSBA/MASA Model Policy 420

Descriptor Term: **Personnel Records Retention and Access**

Descriptor Code: **GBL**

Issued Date: **7/01**

Reviewed Date:

Revised Date:

Rescinds:

In accordance with statute and past practice of Independent School District 191, individual personnel files shall be maintained and accessed in the following manner:

- I. The official office-of record for all personnel files is the office of the Executive Director of Human Resources. Offices of principals and supervisors are considered extensions pro-tem of the district Human Resources Office in regard to personnel files. Such records shall be forwarded to the Human Resources Offices by June 30 of each year.
- II. Evaluations and materials within the individual's personnel file may be examined during business hours, subject to availability of the supervisor. Files may not be removed from the office(s).
- III. Individual employee may attach a signed explanation, rebuttal or response to any material generated within the district and such attachments shall become a part of the individual's file.
- IV. The employee shall have the right to reproduce any of the contents of the file at the employee's expense.
- V. The district may destroy records in accordance with the general records retention schedule.

Descriptor Term:	Descriptor Code:	Issued Date:
Private Health Information Protection	GBLAB	5-15-03
	Rescinds:	Issued:

The District will comply with the Health Insurance Portability and Accountability Act Privacy and Security Regulations as adopted by the Department of Health and Human Services, effective April 14, 2003.

The District will appoint a privacy officer and a security officer.

The District will provide Notice of Privacy Rights to each covered employee.

The District will develop procedures to protect the private health information of employees.

The District will conduct training on HIPAA privacy requirements.

The District will develop a grievance procedure for violation of the policy.

Legal References: P.L. 104 -191

Descriptor Term: **Staff Complaints and Grievances**

Descriptor Code: **GBM**

Issued Date: **4/87**

Reviewed Date:

Revised Date: **7/01**

Rescinds:

#### Non Contract Grievance Procedure – All Personnel

The non-contract grievance procedure applies only to those claims which are not covered by a written master agreement.

A grievance under this procedure is a claim by an employee that there has been a violation, a misinterpretation or misapplication of a District Policy or regulation adoption by the Board or a written administrative procedure.

- I. If an employee believes there is a basis for a grievance, the employee shall discuss the alleged grievance within ten (10) working days of the occurrence. The alleged grievance shall be placed, in writing, on the proper form. A written response shall be made by the administrator within seven (7) working days of the meeting.
- II. In the event the employee is not satisfied with the disposition of the alleged grievance by the administrator the employee shall submit a copy of the original written grievance and a copy of the response to the Superintendent with five (5) working days of the grievor's written response. The Superintendent will meet with the grievant within ten (10) working days to discuss the issue; and, will indicate a final disposition in writing no later than seven (7) working days following the meeting.  
  
The Superintendent may appoint a designee to hear any grievance at Level II.
- III. Non-contract grievances are not subject to arbitration.

Descriptor Term: **Professional Staff Positions**

Descriptor Code: **GCA**

Issued Date: **1/84**

Reviewed Date:

Revised Date:

Rescinds:

All Independent School District 191 personnel shall have job descriptions developed and disseminated so that the individual responsibilities, in the total operation of the district, are understood by all.

Descriptor Term: **Professional Staff Contracts and Compensation Plans**

Descriptor Code: **GCB-R**

Issued Date: **4/87**

Reviewed Date:

Revised Date: **7/01**

Rescinds:

The negotiated master agreement of the designated unit serves as the contract for each member of that unit.

#### Continuing Contracts

- I. The first, second, and third consecutive years of a certificated employee's experience in Minnesota in a single school district is deemed to be a probationary period of employment, and after completion thereof, the probationary period in each school district in which the person is thereafter employed shall be one year.

During the probationary period, any annual contract with any certificated employee may or may not be renewed as the Board shall see fit, provided that written notice be given before July 1<sup>st</sup>.

- II. All employee contracts approved by the Board should bear the facsimile signature of the chairperson and the clerk.

#### Legal References:

Minn. Stat. § 122A. 40 Subd. 5

Descriptor Term: **Professional Staff Fringe Benefits**

Descriptor Code: **GCBC**

Issued Date: **1/84**

Reviewed Date:

Revised Date:

Rescinds:

#### Health Maintenance Organizations

Participation in HMO's will be made available to all employees of District 191 as an alternative to the district's regular hospital-medical program.

Descriptor Term: **Professional Staff Fringe Benefits**

Descriptor Code: **GCBC-R**

Issued Date: **1/84**

Reviewed Date:

Revised Date:

Rescinds:

## Health Maintenance Organizations

### Procedures for Choice

The Personnel Department will establish procedures for initial entry into an HMO program.

The annual determination for transfer from the regular program to an HMO, or the reverse, shall be set by the Personnel Department each year, once the program has been established.

The effective date for coverage under any plan shall be July 1, each year.

Effective July 1979, employees must remain with the plan selected for one year.

Forms for enrollment and cost information of the HMO programs shall be available in the Personnel Office.

### Available Programs

Employees may opt for participation in plans offered by Nicollet Eitel Health Plan, Group Health Plan, Incorporated, or Physicians Health Plan, as an alternative to the basic district health-medical insurance program.

### Eligibility

Employees who work twenty or more hours per week are eligible to participate in the plan of their choice.

### District Premium Contribution

The district will pay an amount up to the base rate of the regular health-medical insurance program for those with single coverage according to the plan set forth in the regulation or working agreement covering the particular employee unit. Any cost above that amount will be borne by the individual employee by payroll deduction.

The district will pay the dependent coverage premium in an amount not to exceed that stated in the applicable employee unit agreement. Any cost above the stated amount shall be borne by the individual employee by payroll deduction.

Descriptor Term: **Health Maintenance Organizations**

Descriptor Code: **GBCA-R/GDBCA-R**

Issued Date: **1/84**

Reviewed Date:

Revised Date:

Rescinds:

#### Procedures for Choice

The Human Resources Department will establish procedures for initial entry into an HMO program.

The annual determination for transfer from the regular program to an HMO, or the reverse, shall be set by the Human Resources Department each year, once the program has been established.

The effective date for coverage under any plan shall be July 1, each year.

Effective July 1, 1979, employees must remain with the plan selected for one year.

Forms for enrollment and cost information of the HMO programs shall be available in the Human Resources Department.

#### Available Programs

Employees may opt for participation in plans offered by MedCenters, Group Health Plan, Inc., or Physicians Health Plan, as an alternative to the basic District health-medical insurance program.

#### Eligibility

Employees who work twenty or more hours per week are eligible to participate in the plan of their choice.

#### District Premium Contribution

The District will pay an amount up to the base rate of the regular health-medical insurance program for those with single coverage according to the plan set forth in the regulation or working agreement covering the particular employee unit. Any cost above that amount will be borne by the individual employee by payroll deduction.

The District will pay the dependent coverage premium in an amount not to exceed that stated in the applicable employee unit agreement. Any cost above the stated amount shall be borne by the individual employee by payroll deduction.

Descriptor Term: **Professional Staff Hiring**  
Descriptor Code: **GCD-R**  
Issued Date: **1/84**  
Reviewed Date:  
Revised Date: **4/01**  
Rescinds: **GCC, GCC-R, GCCA-R**  
**GCDA-R, GCDAA, GCDAA-R,**  
**GCDB, GCDB-R**

This policy describes the process by which school district administrators make recommendations as to individuals to be hired for vacant or newly created positions. Ultimately, hiring decisions are the function of the School Board.

I. Personnel Need Determination

The Business Manager and the Executive Director of Human Resources, share joint responsibility for recommending staffing allocations for the subsequent year as part of the budget development process.

The staffing proposal shall be reviewed by the Superintendent and presented to the Board of Education at its first March meeting, so appropriate action may be taken.

II. Recruitment

The Executive Director of Human Resources, shall be responsible for making vacancies known to district staff, various educational institutions and placement bureaus.

A. Positions to fill vacancies of 20 hours per week or more will be posted district wide for a minimum of seven days, with the following exception: positions which directly serve students and become vacant within two weeks of the start of school may be filled as soon as possible after posting.

B. Positions to fill non-benefited vacancies must be posted at the site(s) of the vacancy for a minimum of three days.

C. Vacancies which have not been filled within 45 days of the application deadline must be re-posted prior to a recommendation for hire.

III. Applications

The Executive Director of Human Resources will be responsible for maintaining an active file or applicants for professional positions. An active file shall include letter of interest, resume, the district's application, credentials and references. The Executive Director of Human Resources will be responsible for informing candidates of the status of their applications.

IV. Selection

A. The responsible administrator, Principal, or Director of Individual Student Services shall begin the teacher selection process by reviewing files of interested candidates and conducting interviews. The immediate supervisor of the individual to be employed will be consulted in the screening process.

- B. Selection shall be based upon the experience, training, and other skills of the candidate which relate to the requirements of the job description for the position, as well as the candidate's performance during the interview process and a review of all information gathered as part of the application process. There shall be no unlawful discrimination against any candidate on the grounds of race, color, sex, disability, religion, creed, national origin, age, marital status, sexual orientation, socio-economic status, and statute with regard to public assistance or veteran status.
  - C. Administration shall make the final decision in promotions, transfers, demotions, or reductions in work hours subject only to specific procedures in the applicable master agreements or regulations.
  - D. The administrator must forward the Hiring Recommendation form to the Executive Director of Human Resources to initiate a recommendation to hire.
  - E. The hiring administrator will be responsible for informing interviewees of the status of their application
- V. Appointments
- A. A recommendation for hire will not be forwarded to the Board of Education until the following information is in the District's possession:
    - 1. A signed and completed application
    - 2. Verification of a valid Minnesota license or alternative permission from the Board of Teaching for licensed positions
    - 3. Completion of at least 3 reference checks by the responsible administrator
  - B. Employment in the District is subject to receipt and review of a criminal background check.

No permanent employee may be employed for any position in Independent School District 191 until after Board approval for each individual.

If the Board approves the recommendation to employ, the salary or wage and fringe benefits, except insurance, where practicable, shall be retroactive to the first day in the position. Insurance coverage is subject to the rules of the carrier.

No person will be employed on a temporary or casual basis by any administrator or supervisor until authorization is requested and approved by the Superintendent or a designate. Program designates are as follows:

- Community education employees - Director of Community Education
- Special education employees - Director of Individualized Student Services
- All other employees - Executive Director of Human Resources

The Superintendent or a designee is authorized to employ on a temporary or a casual basis, with the limitations that type of employment implies, which is hourly pay with no fringe benefits, until the Board has rendered its decision to employ or not to employ.

If the Board denies the recommendation to employ, the temporary employee shall be terminated effective on the date of the decision.

It shall be the responsibility of the Executive Director of Human Resources, to submit the retroactive salary adjustment on the next occurring regular time sheet date after the employee has been approved by the Board.



Descriptor Term: **Part-Time and Substitute Professional Staff Employment**  
Descriptor Code: **GCE**  
Issued Date: **1/84**  
Reviewed Date:  
Revised Date:  
Rescinds:

The Administration shall develop a written procedure for substitute teacher employment. Terms of employment for substitute teachers are specified in Board regulations.

Descriptor Term: **Part-Time and Substitute Professional Staff Employment**

Descriptor Code: **GCE-R**

Issued Date: **1/84**

Reviewed Date:

Revised Date:

Rescinds:

### Substitute Teachers

#### Long Term Definition

Replace a teacher on an authorized leave of absence or a teacher resigning after the start of the school year, or

Are employed more than 30 working days to replace one absent teacher, or

Work 10 to 20 consecutive days in the same assignment, or

Accumulate more than 40 days of sporadic substituting in the first year of such service and a decreasing number thereafter according to 2. 2. 1.

Long term substitutes above, shall be paid at the rate set by negotiation with the teachers' exclusive representative. Substitutes shall receive a daily, or portion thereof, rate of \$72.00 effective from the first day of the assignment and effective on the 41<sup>st</sup> day.

Long term substitutes will be issued long term assignments by the Personal Director. Long-term substitutes will not be issued long term assignments.

Long term shall be terminated each spring by Board action prior to June 1 but effective at the end of the school year or a pre-determined date if the assignment is concluded before the end of the school year.

Long term substitutes in categories are casual and temporary employees and are included in this classification for pay determination purposes only.

### Short Term

Short term substitutes are those who:

Work on a sporadic substituting basis for up to 40 days in the first year of such service and a decreasing number thereafter.

Work from a part of the day up to and through 9 days on one particular assignment.

Short-term substitutes shall receive the rate of pay approved and reviewed every two years by the school Board.

Building principals are responsible for accurate record keeping and transmittal of notification to Accounting for payment on the designated District pay dates in effect and on the proper form.

Effective 1980-81, a substitute who has accumulated 40 days of sporadic substituting or who has been on contract or long term sub status in one year need only accumulate 30 days the following year, 20 days in the third year, 10 days in the fourth year and no additional days in the fifth year and thereafter to qualify for the long term substitute rate of \$72.00 per day. Substitute teachers who work four hours or less per day will receive \$50.00 per day. This provision becomes effective for the 1982-1983 year and there shall be no retroactive pay because of the provision. To be eligible to qualify for decreasing days, service must be in consecutive years.

#### Hours

Half-day substitutes will work four (4) hours or less.

Whole day substitute teachers will work more than four (4) hours per day.

Substitutes shall check with the administrator for additional work after teaching duties are completed.

Descriptor Term: **Arrangements for Professional Staff Substitutes**

Descriptor Code: **GCEA**

Issued Date: **4/87**

Reviewed Date:

Revised Date:

Rescinds:

#### Substitute Teachers

The administration shall develop a written procedure for the substitute teacher employment. Terms of employment for substitute teachers are specified in Board regulations.

Legal Reference:

Minn. Stat. § 179.63, Subd. 7

Descriptor Term: **Part-Time and Substitute Professional Staff Employment**

Descriptor Code: **GCE-R**

Issued Date: **1/84**

Reviewed Date:

Revised Date:

Rescinds:

#### Long Term Definition

Replace a teacher on an authorized leave of absence or a teacher resigning after the start of the school year, or

Are employed more than 30 working days to replace an absent teacher, or

Work 10 to 30 consecutive days in the same assignment, or

Accumulate more than 40 days of sporadic substituting in the first year of such service and a decreasing number thereafter.

Long term substitutes who replace a teacher on an authorized leave of absence or a teacher resigning after the start of the school year, or are employed more than 30 working days to replace one absent teacher shall be paid at the rate set by negotiation with the teachers' exclusive representative.

Substitutes who work 10 to 30 days in the same assignment shall receive a daily, or portion thereof, rate of \$72 effective from the first date of the assignment.

Substitutes who accumulate more than 40 days of sporadic substituting in the first year of such service and a decreasing number thereafter according to the record keeping of the building principals, shall receive a daily, or portion thereof, rate of \$72 effective on the 41<sup>st</sup> day.

Long term substitutes who replace a teacher on an authorized leave of absence or a teacher resigning after the start of the school year will be issued long term assignments by the Assistant Superintendent for Human Resources.

Long term substitutes who are employed more than 30 working days to replace one absent teacher, or work 10 to 30 consecutive days in the same assignment, or accumulate more than 40 days of sporadic substituting in the first year of such service and a decreasing number thereafter according to the record keeping of the building principals will not be issued long term assignments.

Long term substitutes who replace a teacher on an authorized leave of absence or a teacher resigning after the start of the school year shall be terminated each spring by the Board action prior to June 1, but effective at the end of the school year or a pre-determined date if the assignment is concluded before the end of the school year.

Long term substitutes who work 10 to 30 consecutive days in the same assignment or accumulate more than 40 days of sporadic substituting in the first year of such service and a decreasing number thereafter according to the record keeping of the building principals are casual and temporary employees and are included in this classification for pay determination purposes only.

## Short Term

Short term substitutes are those who

Work on a sporadic substituting basis for up to 40 days in the first year of such service and a decreasing number thereafter according to the record keeping of the building principals or work from a part of the day up to and through 9 days on one particular assignment.

Short term substitutes shall receive the rate of pay approved and reviewed every two years by the school board.

## Record Keeping

Building principals are responsible for accurate record keeping and transmittal of notification to Human Resources for payment on the designated District pay dates in effect and on the proper form.

Effective 1980-81, a substitute who has accumulated 40 days of sporadic substituting or who has been on contract or long term sub status in one year need only accumulate 30 days the following year, 20 days in the third year, 10 days in the fourth year, and no additional days in the fifth year and thereafter to qualify for the long term substitute rate of \$72 per day. Substitute teachers who work four hours or less per day will receive \$50 per day. This provision becomes effective for the 1982-83 year and there shall be no retroactive pay because of the provision. To be eligible to qualify for decreasing days, service must be in consecutive years.

## Hours

Half-day substitutes will work four (4) hours or less.

Whole day substitute teachers will work more than four (4) hours per day.

Substitutes shall check with the administrator for additional work after teaching duties are completed.

Descriptor Term: **Professional Staff Probation and Tenure**

Descriptor Code: **GCG**

Issued Date: **1/84**

Reviewed Date:

Revised Date:

Rescinds:

#### Continuing Contracts

The first, second, and third consecutive years of a certificated employee's experience in Minnesota in a single school district is deemed to be probationary period of employment, and after completion thereof, the probationary period in each school district in which the person is thereafter employed shall be one year.

During the probationary period, any annual contract with any certificated employee may or may not be renewed as the Board shall see fit. Provided that written notice be given before June.

Descriptor Term: **Professional Staff Probation and Tenure**

Descriptor Code: **GCG-R**

Issued Date: **1/84**

Reviewed Date:

Revised Date:

Rescinds:

For tenure purposes, the Board defines a "probationary year" as a combination of hours and days that equal a teaching assignment of three-fourths of more of the 184 contract days.

Fulfillment of a probationary year may be made at the end of a school year only.

The Human Resources Department shall be responsible for computation and verification of all part-time assignments which lead to tenure qualification.

Descriptor Term: **Professional Staff Assignments and Transfers**

Descriptor Code: **GCI**

Issued Date: **4/87**

Reviewed Date:

Revised Date:

Rescinds:

Assignment and transfer shall be made by administration and be based upon the qualifications of the candidate and needs of the School District.

Requests for transfer may be made by members of the faculty.

Change in assignments shall be made by administration for the following purposes:

Welfare of students,

Strengthen or implement the components of the educational program,

Improve the total staff balance,

Respond to enrollment fluctuations.

Descriptor Term: **Extracurricular Assignments**

Descriptor Code: **GCIA-R**

Issued Date: **1/84**

Reviewed Date:

Revised Date:

Rescinds:

Extracurricular assignments are made solely upon the judgment of administration in assessing the ability of the assignee to effect student growth through the particular activity.

Assignment to extracurricular duties shall be made annually by the administrator in charge of the activity.

All assignees will be evaluated annually by the appropriate administrator. In instances where assistants are involved, the administrator shall secure assessments by the head coach or moderator. Evaluation shall be in writing and included in the individual's personnel file.

It is desirable that all coaches or supervisors be teachers employed by the District. Consideration in assignments should go first to qualified interested teachers in the building involved, then to teachers in other buildings in the District, next to certificated people not employed by the District, and finally to other persons deemed qualified by the administrators in charge.

In the event a coach, moderator or supervisor cannot be secured at least one week prior to the commencement of an activity, that activity will not be offered for that year.

If performance has been satisfactory the assignment for the following year will be offered.

Persons may be released at the end of an activity even though performance has been satisfactory, in order to comply with the priorities listed above, if a qualified interested staff member within the building involved becomes available.

If performance has been unsatisfactory after appropriate counseling, the assignment for the following year will not be made.

Notice will be given in writing, setting forth the deficiencies, within thirty days after the conclusion of the activity.

Once an assignment is accepted by returning the signed agreement, the employee is expected to fulfill the obligation of the letter of assignment.

Programs that are dropped from the budget by Board or administrative action automatically terminate the individual appointment.

Descriptor Term: **Supervision of Professional Staff**

Descriptor Code: **GCM**

Issued Date: **4/87**

Reviewed Date:

Revised Date:

Rescinds:

### Instructional Supervision

Instructional supervision is a process for maintaining and improving high professional instructional competence within Independent School District 191. It is a continuous process that involves both staff and supervisors. Its objectives are to assist licensed staff in maximizing their instructional skills.

Teaching is a complex set of activities that requires careful analysis in order to provide information of value to both teacher and supervisor.

Teachers in Independent School District 191 are competent professionals who desire assistance in professional growth offered in a collegial way.

Instructional supervision is an educational alliance between teacher and supervisor. The role of the teacher is to be open to his/her own professional growth and development; the role of the supervisor is to assist and facilitate the professional growth and development of the teacher.

The supervisor helps the teacher identify areas of high competence, select goals for professional growth and then assists the teacher's progress toward those goals.

Instructional supervision activities are between the supervisor and the teacher and need not be reported to Independent School District 191.

Supervisors shall be provided assistance, on a regular basis, in the improvement of their skills in instructional supervision.

Descriptor Term: **Professional Staff Termination of Employment**

Descriptor Code: **GCP-R**

Issued Date: **4/87**

Reviewed Date:

Revised Date: **7/01**

Rescinds:

I. PURPOSE

The purpose of this policy is to set forth the timeline and procedures for the termination of services of licensed professional staff.

A. Tenured Teachers

1. The staff member to be recommended for termination of contract at the conclusion of a school year shall be informed by March 1.
2. The staff member will be provided with written notice of his/her deficiencies by January 1 and be provided with a reasonable period for remediation.

Descriptor Term: **Reduction in Professional Staff Work Force**

Descriptor Code: **GCPA**

Issued Date: **4/87**

Reviewed Date:

Revised Date:

Rescinds:

#### Staff Reduction

All staff reductions shall be made in compliance with the master agreement of the appropriate employee unit.

Descriptor Term: **Resignation of Professional Staff Members**

Descriptor Code: **GCPB**

Issued Date: **4/87**

Reviewed Date:

Revised Date:

Rescinds:

Resignations shall be in writing, signed by the resigning party, submitted to the Human Resources Office and referred to the Board for action.

Descriptor Term: **Professional Staff Consulting Activities**

Descriptor Code: **GCQAA**

Issued Date: **2/84**

Reviewed Date:

Revised Date:

Rescinds:

Employees are permitted to engage in consulting activities so long as the engagement in these activities does not impair their performance of duties as judged by the Superintendent.

Descriptor Term: **Exchange Teaching**

Descriptor Code: **GCQC**

Issued Date: **4/87**

Reviewed Date:

Revised Date:

Rescinds:

#### Teacher Exchange – Out of District

The Superintendent or a designate may enter into teacher exchange programs, within the definitions of State law.

Legal Reference: Minn. Stat. § 123.58

Descriptor Term: **Exchange Teaching**

Descriptor Code: **GCQC-R**

Issued Date: **4/87**

Reviewed Date:

Revised Date:

Rescinds:

#### Approval

Teachers participating in an exchange program must have the approval of the Superintendent before presenting their request to the Board. Such approval must be received before the teacher will be permitted into the program.

Before final approval by the Board, licensure approval of the State Department of Education is required.

Descriptor Term: **Support Staff**

Descriptor Code: **GD**

Issued Date: **4/87**

Reviewed Date:

Revised Date: **2/01**

Rescinds:

Support staff includes all employees who are not required to hold a license from the State Board of Education.

The relationship between support staff and professional staff employees shall be one of cooperation providing the best possible learning situation for the student.

Descriptor Term: **Support Staff Positions**  
Descriptor Code: **GDA**  
Issued Date: **1/84**  
Reviewed Date:  
Revised Date:  
Rescinds:

All District 191 personnel shall have job descriptions developed and disseminated so that the individuals' responsibilities, in the total operation of the district, are understood by all.

Descriptor Term: **Support Staff Fringe Benefits**

Descriptor Code: **GDBC**

Issued Date: **1/84**

Reviewed Date:

Revised Date:

Rescinds:

#### Health Maintenance Organizations

Participation in HMO's will be made available to all employees of District 191 as an alternative to the district's regular hospital-medical program.

Descriptor Term: **Support Staff Fringe Benefits**

Descriptor Code: **GDBC-R**

Issued Date: **1/84**

Reviewed Date:

Revised Date:

Rescinds:

## Health Maintenance Organizations

### Procedures for Choice

The Personnel Department will establish procedures for initial entry into an HMO program.

The annual determination for transfer from the regular program to an HMO, or the reverse, shall be set by the Personnel Department each year, once the program has been established.

The effective date for coverage under any plan shall be July 1, each year.

Effective July 1, 1979, employees must remain with the plan selected for one year.

Forms for enrollment and cost information of the HMO programs shall be available in the Personnel Office.

### Available Programs

Employees may opt for participation in plans offered by Nicollet Eitel Health Plan, Group Health Plan, Incorporated, or Physicians Health Plan, as an alternative to the basic district health-medical insurance program.

### Eligibility

Employees who work twenty or more hours per week are eligible to participate in the plan of their choice.

### District Premium Contribution

The district will pay an amount up to the base rate of the regular health-medical insurance program for those with single coverage according to the plan set forth in the regulation or working agreement covering the particular employee unit. Any cost above that amount will be borne by the individual employee by payroll deduction.

The district will pay the dependent coverage premium in an amount not to exceed that stated in the applicable employee unit agreement. Any cost above the stated amount shall be borne by the individual employee by payroll deduction.

Descriptor Term: **Support Staff Hiring**

Descriptor Code: **GDD**

Issued Date: **7/87**

Reviewed Date:

Revised Date:

Rescinds:

The Human Resources Department shall establish written procedures for selection and assignment of support staff personnel which assure compliance with Board policy and written agreements.

Descriptor Term: **Support Staff Hiring**

Descriptor Code: **GDD-R**

Issued Date: **1/84**

Reviewed Date:

Revised Date:

Rescinds:

Positions to be filled will be posted for a minimum of seven and not more than fourteen working days.

If the job is to be revised to provide different required qualifications than the job description calls for, the job will be re-posted, with such modifications so noted, for ten working days before filling.

Employees are encouraged to apply for posted positions. All applicants will be considered and evaluated to arrive at the best appointee.

All applicants will be informed of their status.

Job performance, ability, and seniority will be considered in classified placement.

Administration shall make the final decision in promotions, transfers, demotions, or reductions in work hours subject only to specific procedures in the applicable master agreements or regulations.

Descriptor Term: **Support Staff Assignment and Transfers**

Descriptor Code: **GDI**

Issued Date: **7/84**

Reviewed Date:

Revised Date:

Rescinds:

#### Selection and Assignment

The Human Resources Department shall establish written procedures for selection and assignment of classified personnel, which assure compliance with Board policy, and written agreements.

#### Temporary Assignment and Transfer

The Human Resources Department shall establish written procedures for transfer and temporary assignments.

Descriptor Term: **Support Staff Assignments and Transfers**

Descriptor Code: **GDI-R**

Issued Date: **4/87**

Reviewed Date:

Revised Date:

Rescinds:

#### Transfer of Employees

District support staff who are appointed to a new position will not be transferred to that new position for a two-week period unless waived by mutual agreement of both supervisors.

#### Temporary Assignments

District support staff who substitute for fellow employees will be compensated according to the District temporary and casual hourly rate for that temporary assignment.

Descriptor Term: **Evaluation of Support Staff**

Descriptor Code: **GDN-R/AFD-R**

Issued Date: **4/87**

Reviewed Date:

Revised Date:

Rescinds:

#### Evaluation

Each support staff-member who works more than twenty (20) hours per week shall be evaluated at least twice each year during the first two years of employment in the District. The first evaluation shall be made by the immediate supervisor by mid-year and the second evaluation shall be completed by the end of the school year.

Employees who are in their third or later year of service in the District shall be evaluated at least one time each year, to be completed by June 1.

Additional appraisal may be made upon recognition of need by the supervisor or upon request of the individual employee.

After each appraisal the supervisor shall discuss the appraisal with the employee.

The appraisal shall be in writing on the proper form.

The employee shall sign the written appraisal and may comment on the appraisal if desired.

#### Personnel Data

Data gathered in the course of the procedure shall be used for review of job specifications and descriptions and in transfer, promotion, demotion and termination activities.

Completed reviews for personnel evaluated shall be sent to Human Resources for inclusion in the employee's file at the conclusion of the school year.

Descriptor Term: **Support Staff Consulting Activities**

Descriptor Code: **GDQAA**

Issued Date: **2/84**

Reviewed Date:

Revised Date:

Rescinds:

Employees are permitted to engage in consulting activities so long as the engagement in these activities does not impair their performance of duties as judged by the Superintendent.

Descriptor Term: **Guidelines for Contract Discussions with  
Meet and Confer Employee Groups**

Descriptor Code: **HFA**

Issued Date: **1/91**

Reviewed Date: **3/10**

Revised Date: **4/10**

Rescinds:

The Superintendent will meet with the School Board to determine contract provision parameters prior to meeting with Meet and Confer Employee Groups to discuss the contract for the coming years. Meet and Confer employees will have the opportunity to provide input before the district determines terms and conditions of employment.

Descriptor Term: **Staff Job Actions**

Descriptor Code: **HO**

Issued Date: **1/84**

Reviewed Date:

Revised Date: **4/10**

Rescinds:

#### Insurance Coverage During Work Stoppage

District 191 shall provide a system of insurance coverage or non-coverage during a work stoppage. Insurance coverage shall cease on the last day of the month in which the stoppage occurred.

#### Work Day Schedule

In the event of a strike by any employee group, there shall be no rescheduling of workdays missed during the work stoppage.

Descriptor Term: **Staff Job Actions**

Descriptor Code: **HO-R**

Issued Date: **1/84**

Reviewed Date:

Revised Date: **4/10**

Rescinds:

#### Insurance Coverage During Work Stoppage

In the event of a strike by any District 191 employee groups, insurance contributions by the District shall cease on the last day of the month following the start of the strike for all striking employees.

Striking employee shall have the opportunity to pay the entire cost of health and accident insurance plus life insurance.

The payment shall be delivered to the Business Office before the last day of the month preceding coverage and each corresponding date thereafter for the duration of the strike.

If payment is not made, all coverage will be ceased on the last day of the month in which the strike commenced.

Members of the striking group who choose to remain on duty shall receive fringe benefits as outlined in the appropriate agreement.

Descriptor Term: **Adult High School Programs**

Descriptor Code: **IGEB**

Issued Date: **5/85**

Reviewed Date:

Revised Date:

Rescinds:

The School District shall have an Evening High School, which provides for student participation through flexibility in programming and scheduling.

Legal References:       Minn. Stat. §123.35, Subd. 8  
                              Minn. Stat. §124.26

Descriptor Term: **Adult High School Programs**

Descriptor Code: **IGEB-R**

Issued Date: **5/85**

Reviewed Date:

Revised Date:

Rescinds:

The purpose of the District's Adult Evening High School shall be to provide opportunities to pursue formal education for persons sixteen years of age and older who, for legitimate reasons, are not able to attend a regular school program. The Adult Evening High School shall operate creatively in programming and scheduling to best meet the individual needs of participants. The District's Adult Evening High School shall function in a manner which shall not only permit, but also encourage student participation by exemplifying creativity of programming and scheduling to meet the particular needs of students who are unable to participate in the regular day high school programming of the District.

The Adult Evening High School will operate under the District's Community Services Department and will comply with all applicable statutes and regulations.

The Adult Evening High School will enable students to attain a general Education Development (GED) certificate, to participate in Adult Basic Education (ABE) programs including English as a Second Language (ESL), or to earn regular high school credits which may be applied toward earning a regular high school diploma.

The Director of Community Services and the Principal of the Burnsville Senior High School will meet periodically to assure proper coordination of Adult Evening High School and regular day school program activities.

The Adult Evening High School diploma shall be awarded as a regular District 191 high school diploma, signed by the Administrative head of that school, and other such signatures as may be required by regulation or law. It shall be that administrator's responsibility to review each candidate's qualification before signing the diploma document.

Descriptor Term: **Elementary and Secondary Maximum Teacher Loads**

Descriptor Code: **IHB**

Issued Date: **3/87**

Reviewed Date:

Revised Date:

Rescinds:

Chapter 3500.1400, Subd. 2., and Chapter 3500.3700, Subd. 4 may be exceeded when one or more of the following circumstances exist:

Funding is insufficient to meet anticipated expenditures,

Limited space in a given school building prohibits the opening of additional classes or sections,

Students enroll in the school after August 15 when staffing has been allocated,

Unavailability of qualified and suitable staff to open additional classes or section,

Alternate staffing and programming is deemed to be better suited for the educational needs of the students.

Descriptor Term: **Community Based Home Care Agency Staff  
in the School Setting**

Descriptor Code: **IHBHB**

Issued Date: **6/00**

Reviewed Date:

Revised Date:

Rescinds:

## PURPOSE

The purpose of this policy is to clarify the roles and responsibilities of individuals when community based home care (CBHC) agency staff accompany medically fragile students to school.

## ROLES AND RESPONSIBILITIES

### Principal/Administrative Designee

All instructional and support staff in a school are supervised by the building principal. Decisions regarding the implementation of District policies and building procedures are the responsibility of the principal. Questions related to these matters should be addressed to the principal.

- A. The building principal directs the special education case manager or designee to maintain frequent communications with the parents and community based home care agency staff.
- B. The building principal or designee will encourage and support frequent dialogue between the school and CBHC agency staff to ensure the development and maintenance of a supportive program, which is in the best interest of the child.
- C. The building principal or designee will ensure that the school nurse is aware of the medical needs of the child, through communication with the parents, CBHC agency staff, and the medical community, in order to provide appropriate response in case of an emergency.

### Parent

- A. The parent is the advocate for their child's educational program and should communicate concerns about the school program directly to the school staff.
- B. The parent obtains doctor's orders and gives signed permission to release information to be shared between the doctor and the school.
- C. The parent keeps medical information on their child up-to-date with the licensed school nurse.

### Special Education Teacher/Case Manager

- A. Is responsible for the direction of all classroom activities and for all persons working within the classroom setting.
- B. Is responsible for case management of the student's educational program.
  - 1. Calls team meetings.

2. Completes the student's IFSP/IEP. Includes under adaptations, agency's role and responsibilities related to the student.
  3. Develops and implements the student's daily schedule.
  4. Ensures that appropriate support services, including related services, are delivered as identified on the IFSP/IEP.
  5. Responsible for defining and implementing, in collaboration with CBHC agency staff, interventions to manage behaviors which directly impact the child's medical condition.
  6. Communicates directly with the parent regarding the child's educational program. The teacher must avoid using the CBHC agency staff as a conduit for information as a substitute for direct communication with the parent.
- C. Given parent permission prior to appearance of the CBHC agency staff member, the teacher is responsible to inform children in both the special and general education classrooms and their parents, if appropriate, of the child's need for service and the role of the CBHC agency staff.
  - D. To foster appropriate communication between school nursing personnel and educational staff.
  - E. Maintains confidentiality of educational information received from parent. In cases where the teacher determines it is in the best interest of the child, information will be shared with the CBHC agency staff but only after parental permission is obtained.
  - F. Orient CBHC agency staff to the building, phone use and appropriate building staff.
  - G. To facilitate carry over of educational objectives into the home environment.

#### Licensed School Nurse (LSN)

The licensed school nurse (LSN) is responsible for health services to all students enrolled in the school. Because the LSN will not be providing direct care to the student, the Individualized Health Plan (IHP) will reflect case management or care coordination activities.

- A. Is responsible to meet the CBHC agency staff and the agency case manager to develop initial school plan.
- B. Helps to determine where and when students' medical needs will be met within the school setting.
- C. Fosters communication between primary care provider, CBHC agency, school staff and parents.
- D. Obtains necessary release of information needed between CBHC agency and school, assuring student confidentiality.
- E. Orients CBHC agency staff to health office, use of phone, OSHA guidelines for schools, and emergency supplies or procedures.
- F. Is a member of the IFSP/IEP team and provides health information needed for special education planning.

- G. Obtains care plan from CBHC agency case manager initially and periodically when renewals/reviews are completed. This care plan is part of the pupil health record and may be part of the Individualized Health Plan.
- H. The LSN should develop an ECP (Emergency Care Plan) and/or EEP (Emergency Evacuation Plan) if appropriate.
- I. The LSN facilitates storage of needed equipment such as oxygen, suctioning machine, humidity or IV pole.
- J. The special education teacher instructs CBHC agency staff to keep incidental information on other students confidential.
- K. The LSN collaborates with classroom staff and CBHC agency to provide information to classmates/parents if appropriate.

### Community Based Home Care (CBHC) Agencies

The role of the CBHC agency staff is to attend to medical needs of the individual student, provide direct nursing care, and work cooperatively with school staff for the benefit of the student.

- A. Provides name, address and telephone number of CBHC agency, supervisor and case manager. Also, provides name/title of those attending school with the student.
- B. CBHC agency nurses are hired on a home care basis and are responsible for the student's nursing care in the school setting and on field trips.
- C. The agency case manager meets with LSN to provide care plan, initial follow-up, and each review thereafter. Keep LSN informed in writing of any changes in health status or procedures performed during the school day.
- D. Indicates the distance the CBHC staff should be from the student, such as on call outside the classroom or within the classroom.
- E. Clearly describes behaviors/conditions which require medical attention. Other behaviors should be dealt with by school staff as much as possible. Questions will sometimes arise about relative nursing vs. school staff responsibility. In such situations, open discussion and problem solving should occur immediately.
- F. Work with LSN and classroom staff to decide when and where nursing procedures will be performed to avoid classroom disruption.
- G. Collaborate with LSN and classroom staff to provide information or in-service to classmates/parents, if appropriate.
- H. CBHC agency staff is responsible to assist only the student(s) receiving agency services.
- I. CBHC agency nurses who accompany a student on school buses are only responsible for the student under their care.
- J. Maintain confidential any information derived from parent or home situation. In those cases where it is the judgment of the CBHC agency staff that it is in the interest of the child for information to be shared, parental written permission will be obtained.

- K. Does not act as a conduit of communication between parent and school about educational concerns, but instead guides the parent to communicate directly with school staff, so as to avoid misunderstandings.
- L. May attend IFSP/IEP meetings or educational conferences by invitation of parent, following due process procedures.
- M. Provides orientation to LSN and school staff regarding CBHC agency structure, and roles and responsibility of agency staff.
- N. If either school or CBHC agency staff have concerns or questions about specific situations or about either the educational program or the nursing service, they first should communicate directly with the professional staff involved in the situations. (Meetings of the student's child study team can be a good vehicle for such communication. If concern or questions cannot be resolved at that level, mutual consideration and respect, professional judgment and policies of the involved agencies should determine to whom questions and concerns are referred.)

Descriptor Term: **Evaluation of Instruction and Curriculum Programs**

Descriptor Code: **IM**

Issued Date: **3/93**

Reviewed Date:

Revised Date: **4/97**

Rescinds: **IM/AFE & IF**

#### Purpose

The Burnsville-Eagan-Savage School District supports active community participation in phases of planning and improving instruction and curriculum affecting the state's graduation standards.

#### Definitions

For purposes of this policy, instruction and curriculum are defined as follows:

- a. "Instruction" means methods of providing learning experiences that enables a student to meet graduation standards.
- b. "Curriculum" means written plans for providing students with learning experiences that lead to knowledge, skills, and positive attitudes.

#### Adopting Policies

The Board of Education shall adopt annually a written policy that includes the following:

- a. district goals for instruction and curriculum;
- b. process for evaluating each student's progress toward meeting graduation standards and identifying the strengths and weaknesses of instruction and curriculum affecting students' progress;
- c. system for periodically reviewing all instruction and curriculum;
- d. plan for improving instruction and curriculum; and,
- e. instruction plan than includes education effectiveness processes and integrates instruction, curriculum, and technology.

#### Instruction and Curriculum Advisory Committee

The Board of Education will establish an Instruction and Curriculum Advisory Committee to ensure active community participation in all phases of planning and improving the instruction and curriculum. The district advisory committee, to the extent possible, shall reflect the diversity of the district and its learning sties, and shall include teachers, parents, support staff, pupils, and other community residents. Whenever possible, parents and other community residents shall comprise at least two-thirds of advisory committee members.

#### Functions of the Committee

The Instruction and Curriculum Advisory Committee shall recommend to the Board of Education districtwide education standards, assessments, and program evaluations.

#### Reports

By October 1 of each year, the Board of Education shall use standard stateside reporting procedures developed by the Commissioner of Children, Families and Learning and adopt a report that includes the following:

- a. student performance goals for meeting state graduation standards adopted for that year;
- b. results of local assessment data and any additional test data;
- c. annual school district improvement plans; and

- d. information about district progress in realizing previously adopted improvement plans.

The Board of Education shall publish the report in the local newspaper. A copy of the report will be made available to the public and to the Commissioner of Children, Families and Learning by October 15, of each year.

The "Annual Report on Curriculum, Instruction, and Student Performance" will include at least the following information about advisory committee membership:

- a. the name of each committee member and the date when that member's term expires;
- b. the method and criteria the school board uses to select committee members; and
- c. the date by which a community resident must apply to next serve on the committee.

The School District shall periodically ask affected constituencies about their level of satisfaction with school and include the results of this evaluation in the annual report.

At least once every two years, the annual report shall include an evaluation of the district-testing program, according to the following:

- a. written objectives of the assessment program;
- b. names of tests and grade levels tested;
- c. use of test results; and
- d. implementation of an assurance of mastery program.

#### Evaluation by Students, Graduates, Parents and Community Members

Each year the Board of Education will provide students, graduates, parents, and community members who receive a diploma or its equivalent from the school district with an opportunity to report to the Board on the following:

- a. the quality of district instruction, curriculum and services;
- b. the quality of district delivery of instruction, curriculum and services;
- c. the utility of district facilities; and
- d. the current students, parents and community members effectiveness of district administration.

Descriptor Term: **School Ceremonies and Observances**

Descriptor Code: **IND**

Issued Date: **6/86**

Reviewed Date:

Revised Date:

Rescinds:

No person shall, on the basis of sex, race or religious preference be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity in the School District.

Administration shall comply with Title IX Regulations promulgated by the U.S. Department of Education, Minnesota Statutes, and Minnesota State Board of Education guidelines implementing this policy.

It is the responsibility of the instructional administration to incorporate processes into all regular review and selection of curriculum . materials and experiences . through which it may be determined whether there is evidence of racism, sexism, or religious discrimination.

Descriptor Term: **School Attendance Areas**

Descriptor Code: **JC**

Issued Date: **1/86**

Reviewed Date:

Revised Date:

Rescinds:

Attendance areas for the elementary and junior high schools shall be proposed by administration and approved by the Board.

Attendance area boundaries shall take into account school capacity and transportation.

Students shall attend the school in the attendance area in which they live unless a variance is granted by administration. Such variance shall be on an annual basis.

Descriptor Term: **School Attendance Areas**

Descriptor Code: **JC-R**

Issued Date: **1/86**

Reviewed Date:

Revised Date:

Rescinds:

Students may be permitted to attend a school in an attendance area other than that of the residence. Requests for variances may be considered and approved only when it is advantageous to the District in balancing class size in the building affected.

Permission may be granted in instances where a parent/guardian has arranged for childcare services in an attendance area other than that of residence.

When such variance is granted, the child care provision shall be considered the pro-tem residence, and the parent/guardian shall be responsible for transportation, if needed, to and from the pro-tem residence.

Permission may be granted in instances where a parent/guardian or District staff provides documentation in the form of competent professional diagnosis that demonstrates reassignment is necessary in the treatment of the student.

When such variance is granted the parent/guardian is responsible for any transportation needed to get the student to and from the school.

All variances require a written request to the Assistant Superintendent of Schools on an annual basis. If granted, they will not take effect until all appropriate parties are notified, in writing, by that office.

Descriptor Term: **Admission Procedures**

Descriptor Code: **JEC**

Issued Date: **6/08**

Reviewed Date:

Revised Date: **6/09**

Rescinds:

#### Resident Student

Admission to the schools within the District shall be free to any person who resides within the District, who is under 21 years of age and who satisfies the minimum age requirements set forth in Minnesota Statutes, Regulations and School District policies and regulations.

The district of residence refers to the student's residence and not that of the parent(s) or guardian(s).

If the presence of a child in the District is for the purpose of receiving personal care, attention, supervision, and nurture, as is usually provided in a home, such child becomes a resident of the District and is entitled to free education.

The designation by parents of friends or relatives as agents of the parents for all school matters while the child resides with the friends or relatives will not establish residence for the child if the majority of decision-making and emotional and financial support is still being provided by the parents.

The parent or guardian of a resident student who wishes to attend school outside the District shall notify this District in writing of their intention to transfer and secure the approval of the receiving district.

#### Entrance Age

A child may be admitted to kindergarten in School District 191 if the fifth birthday is on or before September 1.

#### Verification of Age

If a parent/guardian does not comply with the policy requirement, the building principal will notify the parent/guardian in writing that a birth certificate or other satisfactory evidence must be submitted in order that the child remains in school.

Reasonable length of time to secure the birth certificate or other satisfactory evidence will be afforded the parent/guardian.

#### Immunization

All students enrolled in District 191 schools are required to show proof of immunizations or appropriate documentation exempting the student from such immunizations according to State law. If a student has not received the immunizations or provided documentation of exemption required by State law, the student will not be permitted to attend school until all such requirements have been met.

Legal Reference.:       Minn. Stat. § 123.35, Subd. 14  
                                  Minn. Stat. § 123.39, Subd. 4,5  
                                  Minn. Stat. § 120.06

### Early Admissions - Kindergarten

Initial admission to kindergarten shall be solely on the basis of chronological age, except in special cases. The goal of this policy is to give consideration for early entrance to children who have missed the birth date cut-off by two months or less (September 2 through October 31) and who demonstrate superior potential readiness in intellectual, social, emotional and physical areas.

In cases where parents request early admission to kindergarten, the procedures in Policy JECA, JECA-R will be followed.

### Early Admission - First Grade

A child reaching the age of six on or before September 1 of the school year shall be eligible for first grade. Children reaching the age of six after that date will not be eligible for first grade until the following September.

Exceptions to this rule are children who apply for admission after completing a full year's work in either a public school kindergarten outside of the District or a nonpublic kindergarten recognized as meeting the same qualifications as the public school kindergartens.

The child shall be placed in the first grade for observation by the classroom teacher, school psychologist, and the building principal. After these observations have been completed, the principal shall determine the final grade placement.

A five-year-old child, who has not attended kindergarten, with intellectual, physical and emotional readiness indicators that suggest early first grade entrance may be in the best educational interest of the child will follow the procedure for early kindergarten entrance. However, a District psychologist will do the evaluation.

### Other Grades and Transfers

Admission of children to all other grades shall involve a consideration of both chronological age and the readiness of the children to do the work required.

A child being considered for admission or transfer based on prior schooling outside of the District will be placed initially in the grade their age and grade level placement elsewhere indicated, unless there are extenuating circumstances. This placement will be made with parent involvement and consultation. Observations will be conducted by classroom teachers, guidance personnel, and the school principal. After these observations have been completed, the principal will determine the final grade placement of the child.

### Nonresident Agreement

The District will consider admittance of nonresident students upon application by the student's parent or guardian to the Superintendent or his designee on Nonresident Student Attendance Agreement forms.

The District will admit nonresident students where the parent or guardian has received the approval of the school boards of both the resident and nonresident district on Form ED-01564-05. This approval shall be for the current school year only and must be renewed annually.

The District may provide for the admission of nonresident students and students above school age to the schools of the District and fix the rates of tuition for such pupil. In those cases where the parent of a child has purchased a home or has made a tangible contract for rental in the Burnsville-Eagan-Savage School District, such child may be admitted to the Burnsville Schools, provided the parent or guardian meets the requirements as specified in District policy.

Students whose parents move out of the District may be allowed to continue their education in this school system provided the student(s) meet the residence requirement.

The parent is fully responsible for all transportation to and from school while the student's residency is outside District 191.

Applications on behalf of nonresident students shall be submitted to the Office of Planning and Information Systems. This office will contact the appropriate receiving school principal or designee who may interview the student and/or parent making application and recommend acceptance or denial. The Office of Planning and Information Systems will notify the resident district of this District's decision.

Applications on behalf of nonresident students must indicate if the student is receiving any special services in his or her district of residence.

Parents or guardians and the respective student shall furnish the receiving school principal or designee a copy of the current school program of the student including an Individual Education Plan (I.E.P.), and any other pertinent information that the principal may request prior to the interview.

Tuition costs for nonresident students shall be determined in accordance with the Manual of Instruction for Uniform Financial Accounting for Minnesota Schools, Chapter IX.

#### Enrollment Options Programs

Minnesota Statute provides all state residents with the opportunity of participating in numerous enrollment options programs. Enrollment options programs include Open Enrollment, High School Graduation Incentives, Diploma Opportunities for Adults 21 and Over, Area Learning Centers, Public and Private Alternative Programs and Educating Programs for Pregnant Minors and Minor Parents.

It is the responsibility of the Director of Planning and Information Services to inform all District residents of the enrollment options programs. Administration will assist any student/family seeking further information or desiring to participate in any enrollment option program.

#### Legal References:

Minn. Stat. § 120.062

Minn. Stat. § 123.3514

Descriptor Term: **Student Withdrawal from School**  
**Dropouts**

Descriptor Code: **JECE**

Issued Date: **12/07**

Reviewed Date:

Revised Date:

Rescinds:

#### Dropout Prevention

Every child entering kindergarten through 16 years of age must receive instruction. According to MN Statute, any student between 16 and 18 years old who seeks to withdraw from school must:

- (1) attend a meeting with the student's parent or guardian and school personnel to discuss the educational opportunities available to the student, including alternative educational opportunities; and
- (2) have his/her parent or guardian sign a written election to withdraw from school.

The Board believes a high school graduation certificate signifies the minimum preparation for life. Consequently, students who withdraw from school may have less than a minimal preparation. Therefore, the Board strongly urges every teacher, guidance counselor, principal, parent and citizen to exert all influence to motivate all students toward the goal of graduation.

Legal Reference:

Minn. Stat. § 120A.22

Descriptor Term: **Student Withdrawal from School**  
**Dropouts**

Descriptor Code: **JECE-R**

Issued Date: **11/07**

Reviewed Date:

Revised Date:

Rescinds:

Parents or adult students are requested to take the following action when terminating enrollment in the District:

- A. Notify the attendance office and/or building administration.
- B. Complete District Withdrawal Form. (Exhibit A)
- C. Notify teacher(s) to provide easiest possible transition.

Administration and instructional staff should recognize potential dropouts and do everything possible to give the necessary guidance to such students.

Administration/counselors will attempt to conduct an exit interview with any student/family choosing to dropout prior to graduation. The purpose of exit interview will be to: 1) determine need for modification to current program, 2) provide guidance and information on other educational options and/or alternatives.

Administration will document the number of students electing to dropout of school prior to graduation.

Descriptor Term: **Child Maltreatment and Inappropriate Discipline by School District Employees**

Descriptor Code: **JGA**

Issued Date: **5/90**

Reviewed Date:

Revised Date:

Rescinds:

The Independent School District 191 Board of Education recognizes child abuse and inappropriate discipline as critical problems for learners, the educational system, and society. This School District will be actively involved because children and youth are at risk in the learning process when they are abused or inappropriately disciplined.

The Board is committed to promoting healthy human relationships and positive role models regarding appropriate use of power. Students are a priority, and no physical or emotional harm is to come to them during the teaching-learning process.

Descriptor Term: **Child Maltreatment and Inappropriate Discipline by School District Employees**

Descriptor Code: **JGA-R**

Issued Date: **5/90**

Reviewed Date:

Revised Date:

Rescinds:

## BOARD GOVERNANCE AND OPERATIONS

### Review of System for Impediments

Annual reviews of policies, procedures, and organization will be made to identify impediments to healthy human relationships based on mutual respect and positive role models by educators.

### General Administration

The School Board hereby designates the Assistant Superintendent for Human Resources and Planning as the School District's administrator and responsible officer to receive reports or complaints of child maltreatment and inappropriate discipline by educators from any individual employee or victim of maltreatment and/or inappropriate discipline. If the complaint involves the School District administrator, the complaint shall be filed directly with the Superintendent.

### Support Services

#### Regional/County Child-Abuse Team

A staff member will be assigned to represent the School District on the multidisciplinary child-abuse team for the county.

#### Access to Student Services

Students will have access to student services professionals, including licensed school professionals, counselor, school nurse, school social worker, and educational psychologist.

### Facility Development

#### No Images of Violence

Symbols of violence will not be present in the educational facilities, including "humorous" paddles as wall decoration and similar items.

#### Use of Facilities for Anti-violence Groups

To promote nonviolence in society, District facilities will be made available to family support services and self-help groups for reduction of violence.

## Personnel

### Personnel Inservice about Child Maltreatment and Inappropriate Discipline

- (a) Inappropriate forceful actions by educators (M.S. 609.379 and chapter 114 from the 1989 legislative session laws).
- (b) Prevention and intervention and reporting of child abuse including sexual abuse and harassment (M.S. 626.556 1986 with 1987 amendments).
- (c) Corporal punishment prohibited (M.S. 127.45).
- (d) Educational methods and behaviors that promote mutual respect.
- (e) Culturally specific child development and child maltreatment issues.

## Inappropriate Behaviors

District employees or agents of the District are required by law to refrain from causing or inflicting upon a pupil the use of corporal punishment. Punishment means, "conduct involving physical force and infliction of bodily pain. It also means conduct involving cruelty or unreasonable force that causes substantial emotional harm." (Minnesota 1989 session laws, Chapter 285.)

## Recommended Behaviors

District employees are encouraged to use the following in teaching, counseling, coaching, and administrative roles:

- (a) Manage the learning climate so as to create a balance of power among educators and learners.
- (b) Meet with parents or guardians regarding behavior problems.
- (c) identify behaviors of concern and refer students to someone who may be able to diagnose and/or address problems.
- (d) Recommend counseling or other appropriate professional services.
- (e) Physically restrain a student who is hurting others or self.
- (f) If necessary, appropriate force may be used. Appropriate force is defined as:
  - (1) "Reasonable physical force may be used to quell a disturbance, to obtain possession of weapons or dangerous objects on the pupil or within the immediate control of the pupil to defend oneself or others, or to prevent harm to another person or school property" (Minnesota 1989 session laws, Chapter 114).
  - (2) Reasonable force may be used by a teacher "in the exercise of lawful authority to restrain or correct such child or pupil" or..."when necessary to restrain the child from self-injury or injury."

## Reporting Maltreatment of Minors

When carrying out reporting procedures as required by state legislation, education employees who report to a welfare or law enforcement agency that a child is being physically or sexually abused will be protected and supported by the School District. This support and protection also applies when an educator must self-report or report a colleague. In such situations, school districts shall comply with Minnesota Statute 626.556, Reporting of Maltreatment of Minors.

This Statute states,

"Subd. 3. Persons mandated to report: A person who knows or has reason to believe a child is being neglected or physically or sexually abused, or has been neglected or

physically or sexually abused within the preceding three years, shall immediately report the information to the local welfare agency, police department, or the county sheriff if the person is: a professional or professional's delegate who is engaged in the practice of the healing arts, social services, hospital administration, psychological or psychiatric treatment, child care, education, or law enforcement."

The School District directs that employees comply fully with the State Statute.

## Employee Relations

### Employee Support

The District recognizes that it has an obligation to support and protect employees from unjust accusations. The District recognizes and supports the legal due process concept that all are presumed innocent until proven guilty. When accusations are proven, appropriate actions will be taken.

On the other hand, when charges are found to be without substance, the District will support the employee in seeking whatever redress is appropriate. The District will specifically support the employee through use of the District's Employee Assistance Program and/or other counseling if needed. The District will ensure enforcement of the student discipline policies and procedures and cooperate with law enforcement officials in prosecution of students for juvenile or adult criminal offenses. The District will not engage in civil actions against the students or their parents.

### Employee Assistance Program

- (a) Referral to treat violent behavior tendencies, and
- (b) Referral for learning positive behavior management for classroom and school.

### Discipline

Any School District action taken pursuant to this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota statutes and School District policies. The School District will take such disciplinary action it deems necessary and appropriate, including warning, suspension, or immediate discharge to end child maltreatment and inappropriate discipline by educators and prevent its recurrence.

### Curriculum and Instruction

#### Early Childhood and Elementary Instruction

Age-specific instruction in nonviolent alternatives to violent behavior will be taught. Appropriate use of power will be encouraged in school and elsewhere. Children will be instructed about state legislation protecting their rights to personal safety and where to go for assistance if needed.

#### Elementary and Secondary Support Groups

Support groups to enhance self-awareness, self-esteem concepts, support groups dealing with family and other violence, will be initiated and facilitated by professionals skilled in group process.

#### Parent and other Adult Programs

Parents, guardians, and other caretakers of the young will be provided a program which teaches methods and behaviors for nonviolent human interaction and which promotes mutual self-respect.

#### Equity Education – All Ages

Learners of all ages will review concepts of the rights of individuals, including data privacy rights, tolerance of differences in cultures and lifestyle, inappropriate sexual stereotyping, and how fear and lack of information can lead to prejudice or other forms of minimizing the rights of individuals. Child abuse will be one of the issues included.

#### Students

##### Student Information

Efforts will be made to apprise students of legislation and School Board policies which protect their personal safety. Information will be provided regarding where to go for assistance if needed.

##### Data Privacy

The District protects the privacy rights of learners of all ages. Therefore, knowledge that a student has been abused is confined to those in the District who need to know and those outside the District who legally must receive a report.

#### School/Community Relations

##### Community Resource Services

Community resources available to be used as support services will be identified for use by student service professionals and others who may refer students of staff for assistance.

##### Community Recommendations

Community persons with expertise and/or interest in nonviolence will assist the annual review for system impediments (section 2.1),

Or,

A Health and Human Services Advisory Committee will review policies, facilitate linkages with other public and private resources, offer guidelines for curriculum and program, and offer resources for use by educators.

Descriptor Term: **Physical Examinations of Students**

Descriptor Code: **JHCA**

Issued Date: **1/86**

Reviewed Date:

Revised Date:

Rescinds:

A child entering kindergarten must present either evidence of a physical examination within the previous year or a waiver signed by the parent or guardian.

Descriptor Term: **Communicable Diseases Students**  
Descriptor Code: **JHCC**  
Issued Date: **9/86**  
Reviewed Date: **2/10**  
Revised Date: **3/10**  
Rescinds: **JHCC/GBEA**

## STUDENTS

It is the policy of the School Board that students with communicable diseases not be excluded from attending school long as their attendance does not create a substantial risk of the transmission of illness to students or employees of the School District.

## CIRCUMSTANCES AND CONDITIONS

Determination of whether a contagious individual's school attendance creates a significant risk of the transmission of the illness to students of the school district will be made on a case-by-case basis. Such a decision will be based upon the nature of the risk, the duration of the risk, the severity of the risk and the probability the disease will be transmitted and will cause varying degrees of harm. Assessing the risk of transmission of the disease will be done in consultation with local and state public health departments.

## PREVENTION

The School District shall, with the assistance of the Commissioners of Health and Education, implement a program to prevent and reduce the risk of sexually transmitted diseases in accordance with Minn. Stat. §121.23.

The School District will develop routine procedures for infection control at school and for educating students about these procedures.

## INFORMATION SHARING

Public concern regarding communicable diseases is neither an excuse nor defense for the violation of data privacy rights of students who have or are rumored to have such illnesses. Health data regarding students is private data, Minn. Stat. §13.32, Subd. 2, and is not to be disseminated to the public or to staff without the strict observance of data privacy rights.

## REPORTING

The School District will develop routine procedures for reporting of communicable diseases to the local and/or state public health departments.

Legal References: Minn. Stat. § 121A.23 (Health-Related Programs)  
Minn. Stat. § 13.32, Subd. 2 (Educational Data)  
Minn. Stat. § 13.42, Subd. 2 (Personal Data)  
Minn. Stat. § 144.4186 (Data Privacy)

Cross Reference: MSBA/MASA Model Policy 420

Descriptor Term: **Supervision of Students**

Descriptor Code: **JHFA**

Issued Date: **4/87**

Reviewed Date:

Revised Date: **3/09**

Rescinds:

#### Student Control

The Board recognizes its responsibility to give administrative support to its employees; nevertheless, each employee bears the primary responsibility for maintaining proper control and discipline.

Descriptor Term: **Student Safety-Reporting Child Abuse,  
Sexual Abuse and/or Neglect**

Descriptor Code: **JHFE**

Issued Date: **1/86**

Reviewed Date:

Revised Date:

Rescinds:

Evidence of child abuse or neglect shall be processed according to statute. The administration is responsible for developing and implementing regulations which assure compliance with the Child Abuse Statute.

Legal Reference: Minn. Stat. § 626.556

Descriptor Term: **Student Safety-Reporting Child Abuse,  
Sexual Abuse and/or Neglect**

Descriptor Code: **JHFE-R**

Issued Date: **1/86**

Reviewed Date:

Revised Date:

Rescinds:

Under Minnesota law a "professional or his/her delegate...engaged in the practice of child care or education..." must report suggested child abuse, sexual abuse or neglect to the proper authorities.

Anyone making a report of abuse or neglect is provided immunity and cannot be prosecuted for reports made in good faith and his/her name is confidential, accessible only by court order.

Any person mandated to report who fails to do so shall be guilty of a misdemeanor.

Physical abuse is any injury inflicted upon a child by a parent, guardian, or other person responsible for the child's care other than by accidental means, which cannot be reasonably explained. This includes bruises, welts, burns, scalding, abrasions, lost teeth, bone fractures, or swelling.

Sexual abuse as defined in Minnesota Statute 609.341-609.345 or 609.321-609.324 or 617.246.

Neglect means failure by a parent, guardian, or other person responsible for a child's care to supply a child with necessary food, clothing, shelter or medical care when reasonable able to do so or failure to protect a child from conditions or actions which imminently and seriously endanger the child's physical or mental health when reasonable able to do so.

School personnel who know or have reason to believe a child has been (during preceding three (3) years) or is being physically or sexually abused or neglected shall immediately report the situation to either the appropriate law enforcement agency or the appropriate county welfare agency and notify his/her immediate supervisor of such action.

Representatives from law enforcement agencies or from county welfare agencies who interview a child at school shall then be responsible for notifying parents or guardians of the interview and the reasons for it.

A classroom teacher must never excuse a student for an interview unless the request has been checked and approved by the principal or designee.

Legal Reference: Minn. Stat. § 626.556

Descriptor Term: **Adult Enrollment in High School Classes**

Descriptor Code: **JID**

Issued Date: **7/95**

Reviewed Date:

Revised Date:

Rescinds:

School District 191 enthusiastically endorses the concept of lifelong learning and programming options that enable learners of all ages to continue to develop their skills and knowledge through enrollment in high school courses. The District also recognizes the benefits of providing opportunities for learners of diverse ages to interact. In particular, adults who take high school courses bring valuable experience and new insights to the high school classroom.

Finally, the District is committed to designing partnership arrangements that meet the needs of the community. This policy encourages the efficient use of facilities, provides educational options for adults and benefits students with whom the adults interact.

Descriptor Term: **Adult Enrollment in High School Classes**

Descriptor Code: **JID-R**

Issued Date: **7/95**

Reviewed Date:

Revised Date:

Rescinds:

The administration is charged with facilitating the enrollment of adults in high school courses. The following general procedures and criteria are established to facilitate adult enrollment opportunities:

1. Adult students must be 19 years of age or older and no presently enrolled in the senior high school.
2. Senior high school principal and course instructor approval is required. A meeting between the adult student and instructor prior to the beginning of the course is strongly recommended to establish expectations.
3. Adult students enrolled in alternative or post-secondary programs that desire credit for participation in a regular high school course must make all arrangements through the non-high school program (e.g., ABE, adult high school diploma program, community college, technical college, other education programs).
4. Regular high school students have priority for course enrollment.
5. Residents of ISD 191 will have preference for enrollment.
6. Adult students shall assume costs for classroom supplies and materials.
7. Adult students driving cars to school must obtain a parking permit.
8. Adult students may participate in the school lunch program at the adult lunch rate.
9. Adult students are required to follow applicable District and high school rules.
10. The high school principal may terminate enrollment of an adult student at the principal's discretion.

Descriptor Term: **Student Fees, Fines and Charges**

Descriptor Code: **JN**

Issued Date: **5/85**

Reviewed Date: **2/10**

Revised Date: **3/10**

Rescinds:

No students shall be denied an education because of economic inability to furnish the books and supplies necessary to complete the educational requirements necessary for graduation. Students may be required to furnish personal or consumable items such as pencils, paper, erasers and notebooks.

All student fees and charges, both optional and required, shall be listed and described annually in the student/parent handbook. Notification of the availability of full or partial fee waivers and the procedures to apply for such waivers shall also be published annually in student/parent handbooks and on the district's website.

Student fees are authorized for the following:

- Projects which exceed the minimum course requirements and are at the student's option.
- The use of musical instruments provided the fee does not exceed either the rental cost to the district or the annual depreciation plus actual annual maintenance cost for each instrument.
- Field trips considered supplementary to a district educational program.
- Personal physical education and athletic equipment and apparel.
- Items of personal use or products that a student has an option to purchase such as student publications, class rings, annuals, and graduation announcements.
- Admission for extra curricular activities, where attendance is optional.
- Driver education fees provided the fees do not exceed the actual cost to the school district.
- Motorcycle classroom education courses.
- Voluntary student health and accident benefit plans.
- Transportation to and from extra curricular activities where attendance is optional.
- Transportation to and from school for students living within two miles of school.
- Transportation to and from post-secondary institutions for pupils enrolled under the post-secondary enrollment options program.

Student fees are prohibited for:

- Textbooks, workbooks, art or shop materials, laboratory supplies and towels.
- Supplies necessary for participation in any instructional course except for personal or consumable items.
- Any specific form of dress necessary for any educational program.
- Field trips that are required as part of a basic education program or course.
- Graduation caps, gowns and diplomas.
- Instructional costs for necessary school personnel employed in any course or educational program required for graduation.
- Library books required to be utilized for any educational course or program.
- Admission fees, dues or fees for any activity the student is required to attend.
- Locker rental.
- Transportation to and from school for students living two miles or more from school.

Students will be charged fees for textbooks, workbooks and library books lost or damaged by the students.

Students whose families meet the income guidelines for free and reduced price lunch, Minnesota Family Investment Program (MFIP), Supplemental Security Income (SSI) or who are in foster care are eligible to have their student fees waived or partially waived. Students whose families are experiencing a temporary

financial difficulty may be eligible for a temporary waiver of student fees. To be considered eligible for full or partial fee waivers, a Fee Waiver Application must be completed and submitted.

Educational records, including grades and diplomas, shall not be withheld for nonpayment of student fees. No student's rights or privileges, including the receipt of grades or diplomas may be denied or abridged for nonpayment of fees. The Board of Education reserves the right to pursue any action provided by law for the collection of unpaid fees.

Legal References:           Minn. Stat. § 123B.34-123B.39  
                                  Minnesota Administrative Rule 3500.1050

3/18/10

**Burnsville-Eagan-Savage School District  
STANDARD FEE WAIVER APPLICATION**

Date: \_\_\_\_\_

School Year: 2010-11

*All information provided in connection with this application will be kept confidential.*

Name of student: \_\_\_\_\_ School: \_\_\_\_\_ Grade: \_\_\_\_\_

Name of student: \_\_\_\_\_ School: \_\_\_\_\_ Grade: \_\_\_\_\_

Name of student: \_\_\_\_\_ School: \_\_\_\_\_ Grade: \_\_\_\_\_

Name of parent, guardian: \_\_\_\_\_

Or legal or actual custodian.

**Please check type of waiver desired:** Full waiver \_\_\_\_\_ Partial waiver \_\_\_\_\_ Temporary waiver \_\_\_\_\_

Please check if the student or the student's family meet the financial eligibility criteria or is involved in one of the following programs:

**Full waiver**

\_\_\_\_\_ Free meals offered under the Children Nutrition Program (must complete and sign Application for Free and Reduced Priced School Meals and Waiver of Confidentiality)

\_\_\_\_\_ The Minnesota Family Investment Program (MFIP)

\_\_\_\_\_ Supplemental Security Income (SSI) *(Must be able to provide documentation)*

\_\_\_\_\_ Foster care *(Must be able to provide documentation)*

**Partial waiver (60 percent)**

\_\_\_\_\_ Reduced priced meals offered under the Children Nutrition Program (must complete and sign Application for Free and Reduced Priced School Meals and Waiver of Confidentiality)

**Temporary waiver**

If none of the above apply, but you wish to apply for a temporary waiver of school fees because of serious financial problems, please state the reason for the request:

\_\_\_\_\_  
\_\_\_\_\_

It may be necessary to verify information given above. Your signature is required for the release of information regarding the student or the student's family financial eligibility for the programs checked.

*Signature of parent, guardian:*

\_\_\_\_\_  
*Or legal or actual custodian*

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**OFFICE USE ONLY – DO NOT WRITE BELOW THIS LINE**

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ by: \_\_\_\_\_ Date: \_\_\_\_\_

Descriptor Term: **School – Community Relations**

Descriptor Code: **KA**

Issued Date: **7/97**

Reviewed Date:

Revised Date: **8/06**

Rescinds:

The Board of Education is committed to establishing and supporting planned and systematic, two-way communication between the School District and its staff, students, parents and community members.

The Board affirms the following objectives for the District's communications program:

Keep internal and external stakeholders regularly and accurately informed, through appropriate and varied means of communication, about policies, goals, programs, challenges and plans of the School District.

Solicit the advice and counsel of staff members, students, parents and community members on District issues through appropriate channels of feedback and advisory groups, and create an atmosphere that welcomes public involvement in District affairs and fosters school-community partnerships.

Develop and maintain an effective working relationship with local news media by providing timely and accurate information about District programs and activities, and by responding in a timely manner to journalists' requests.

Develop and maintain an organizational environment in which all District staff members share the responsibility for effectively communicating information about District, building, classroom and student programs and activities to parents and members of the community.

Conduct all communication activities in a straightforward and factual manner. Operating in this manner provides the optimal environment for building staff morale and fostering public understanding and support for the School District.

Descriptor Term: **School-Community Relations  
Media Inquiries**

Descriptor Code: **KA-R**

Issued Date: **7/97**

Reviewed Date:

Revised Date: **8/06**

Rescinds:

Working with the news media is an important part of meeting the School District's communication goals. The public has a right to know what's happening in the schools, and the District has a need to keep student learning from being disrupted. These guidelines will accommodate the needs of the media and the students.

Media inquiries should be directed to the Communications Office. The Communications Coordinator will work with the media to provide a quick response to requests so journalists can get the information they need and meet their deadlines.

School administrators should work with the media whenever possible to ensure journalists' needs are met and the public stays informed.

When the media's access to classes, staff or students would be disruptive, the district will work to find alternative ways for journalists to get the information they need.

Interviews and visits should be arranged through the Communications Office.

Any staff member or administrator who received a request from the media should forward it to the Communications Coordinator, who will ensure the needs of both the journalist and school are met.

Journalists need permission from the teacher and principal to enter a classroom. The Communications Coordinator can facilitate obtaining this permission.

Journalists are welcome to cover customary public programs and events, such as meetings or hearings, concerts, student performances and athletic contests, without prior notification.

During school hours, journalists, like all visitors, are required to sign in at the school office, wear a press tag or badge and have permission from the principal or administrator in charge to be on the school campus. The Communications Coordinator will facilitate this process.

In certain cases, building principals and administrators may limit access to the building or school grounds to maintain the instructional environment.

Journalists, like all visitors, cannot interrupt classes, school programs and other school business, and cannot interfere with district or police investigations.

Journalists, like all visitors, are not allowed into classrooms during testing.

Media representatives who wish to identify students in a picture or broadcast must ask the Communications Coordinator, building principal or program administrator to verify that the child (ren) are not listed on a Declaration of Privacy of Directory Information form. This form lists the child (ren) that the parent/guardian does not want photographed or identified.

Descriptor Term: **Relations with Community Organizations**  
Descriptor Code: **KM**  
Issued Date: **6/86**  
Reviewed Date:  
Revised Date: **8/06**  
Rescinds:

#### Cooperation with Community Agencies and Organizations

It shall be the policy of the Board to cooperate with community agencies and organizations concerned with the welfare, safety, health and well being of the citizenry.

Descriptor Term: **Relations with Parent Organizations**

Descriptor Code: **KMA**

Issued Date: **6/86**

Reviewed Date:

Revised Date: **8/06**

Rescinds:

Each school shall have a Parent Teacher Organization for the purposes of maintaining a close working relationship between staff and parents, creating an atmosphere of partnership, promoting citizen involvement in the life of the school, enhancing the educational program, and encouraging two-way communication.

Each Parent teacher Organization shall be open to all interested residents and school personnel.

Descriptor Term: **Parent Review/Objection to Content of Instruction**  
Descriptor Code: **KMA-R**  
Issued Date: **8/85**  
Reviewed Date:  
Revised Date: **8/06**  
Rescinds:

#### Responsibilities

Interested parents, teachers, and the building principal shall work together to establish and operate a Parent-Teacher Organization in each elementary school.

Operating procedures shall be available in each principal's office.

#### Functions

The following functions are appropriate to meet the purposes outlined in Policy:

To recruit active members and encourage participation.

To plan and conduct special events and activities.

To raise funds for purchase of needed school equipment or to enhance the educational program.

To foster two-way communication through the following kinds of objectives:

Becoming informed about schools and communicating accurate information to the total citizenry.

Providing broad systematic input to the principal's office regarding various aspects of the school: operations, programs, and communications.

Responding to individual parent concerns.

Conducting community surveys.

Producing and distributing newsletters.

Arranging for speakers on topics of interest.

#### Membership

All parents and teachers in a school attendance area shall be considered members of the Parent-Teacher Organization and shall be encouraged to participate in its functions.

Other citizens and employees of the District are also welcome to participate.

Operating procedures shall include a plan for providing leadership to carry out the functions of the Parent-Teacher Organization through appropriate boards, committees, or elective offices.

Leadership shall reflect the following characteristics: voluntary service, commitment to attend meetings and active involvement.

PTO boards, committees or elective offices shall be representative of the school attendance area by neighborhood, grade level or other appropriate means.

#### Schedule

There shall be at least five (5) meetings per year.

Agenda items shall reflect both citizen and school personnel concerns.

Descriptor Term: **Senior Citizen Passes**  
Descriptor Code: **KMB**  
Issued Date: **2/91**  
Reviewed Date:  
Revised Date: **1/05**  
Rescinds: **DFA**

The Community Education Department is authorized to issue free passes for senior citizens to attend all regularly scheduled home athletic contests as well as all school sponsored plays and concerts.

Descriptor Term: **Student Teaching and Internships**

Descriptor Code: **LEA**

Issued Date: **4/87**

Reviewed Date: **4/10**

Revised Date: **5/10**

Rescinds:

The Superintendent or a designate is responsible for the execution of agreements with individual colleges or universities for use of student teachers.

The administration shall develop a written procedure for intern teacher employment. Terms of employment for interns are specified in Board regulations.

Descriptor Term: **Student Teaching and Internships**  
Descriptor Code: **LEA-R**  
Issued Date: **1/84**  
Reviewed Date: **4/10**  
Revised Date: **5/10**  
Rescinds:

## STUDENT TEACHERS

### Assignment

A teacher will be consulted before being assigned a student teacher.

First year teachers will not be assigned a student teacher.

### Stipend

In view of the widespread teaching activities, alternative methods of payment will be recognized.

One hundred percent of the stipend will be paid to supervising teachers.

Where student teaching centers have been established, a committee made up of staff members may determine the appropriate allocation of the stipends.

### Approved Programs

Independent School District 191 may enter into agreements with teacher preparing institutions, public or private, who have established approved programs. Approved programs must conduct criminal background checks on student teachers prior to placement.

Approved programs provide for prospective teachers to participate in teaching experience under the supervision of a fully qualified teacher in District employ.

### Status

Student teachers, when assigned and on duty, shall be deemed employees of the District for the purpose of worker's compensation and liability insurance.

No credit on the salary schedule, seniority list or longevity calculation shall be given student teachers subsequently hired by the District.

## INTERNS

### Purpose

A school district's intern program should be for the primary purpose of assisting and influencing the development of teacher-training programs. At all times, however, the welfare of the students in the District should be of primary concern. Adoption of any program, which would interfere in the accomplishment of a district's educational program, will be avoided.

### Qualifications

An intern shall be one who has completed the baccalaureate or be a senior in a teacher education program at a recognized teacher training institution and be recommended by the training institution. The district will conduct a criminal background check.

Compensation shall be based upon agreements with the colleges involved.

#### Assignment

A prospective intern will be screened by District staff and, upon acceptance, will attend any workshops scheduled during the residence for all staff as well as those specifically provided for the intern.

An intern shall be assigned to a staff member for supervision. The supervisor shall have at least three years teaching experience. The supervisor's responsibilities will include counseling the intern(s), observing the work of the intern(s), and coordinating the intern(s) activities with other personnel and evaluation.

An intern may not be assigned more than 50% of the teaching responsibilities carried by a licensed teacher. An intern is also expected to observe other professionals on duty, spend adequate time in preparation of assignments, conduct relevant research and to pursue other professional activities.