



Future Ready. Community Strong.

Regular Meeting Agenda

Diamondhead Education Center
200 W. Burnsville Parkway
Burnsville, MN, 55337
October 11, 2018
6:30 PM

Board Listening Session at 5:45 PM with Directors Dan Luth and Eric Miller

- I. Call to Order
 - A. Welcome
 - B. Pledge of Allegiance
- II. Approval of Agenda
- III. Information
 - A. Future Ready. Community Strong.
 - 1. Report on Schmitt & Sons 3
Presenter: Glenn Simon, Director of Operations and Transportation
 - 2. Culturally Proficient School System (CPSS) Report 12
Presenter: Dr. Jenna Mitchler, Director of Curriculum, Instruction and Assessment, Shannon McParland, Principal, Laurie Cunnien, Reading Specialist, and Jeanne Kibler, Speech Teacher
 - 3. Edward Neill Elementary Principal Overview 20
Presenter: Dr. Elizabeth Vaught
 - B. Reports
 - 1. Student Representative 33
 - 2. Superintendent 34
 - 3. Board Members 35
- IV. Business Meeting
 - A. 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 Minutes 36
 - 2. Approve Personnel Recommendations 39
 - 3. Adopt a Resolution to Accept Donations 40
 - 4. Report on Listening Session 42
 - 5. Approve an Extended Field Trip Application for Final Approval to Ecuador 43

6. Approve, on a Second Reading Basis, Changes to Policies 205: *Open and Closed Meetings*; 419: *Tobacco- and Smoke Free Environment*; and 421: *Gifts to Employees and School Board Members* 44

V. New Business

- A. Approve Memorandum of Agreement with Burnsville-Eagan-Savage School District 191 and the City of Burnsville 59

Presenter: Lisa Rider, Executive Director of Business Services

- B. Accepts the Resignation/retirement Letter from Superintendent Cindy Amoroso effective June 30, 2019. 65

Presenter: Cindy Amoroso, Superintendent

- VI. Adjourn to a Workshop on Northstar Rating System 67

Presenter: Dave Watkins, Assistant Superintendent, Dr. Jenna Mitchler, Director of Curriculum, Instruction and Assessment, Stephanie White, Director of Student Support Services, and Dr. Connie Erickson, Student Information/Testing Coordinator



**Agenda III.A.1.
October 11, 2018**

To: Board of Education, Members
Cindy Amoroso, Superintendent

From: Glenn Simon and Schmitt & Sons

Date: October 4, 2018

Re: 2018 Transportation Report

Receive a report on 2018 Transportation from Glenn Simon, Director of Operations and Transportation.



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2018 Transportation Report

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Schmitty & Sons

During the 2016-17 & 2017-18 school years Schmitty & Sons helped our former transportation provider out with up to 14 routes.

5



Schmitty & Sons

This year Schmitty & Sons was awarded the transportation contract to be our main transportation provider through an RFQ process.

9



Schmitty & Sons

They currently have 103 buses on the road daily and transport over 7,000 of our students to and from school.

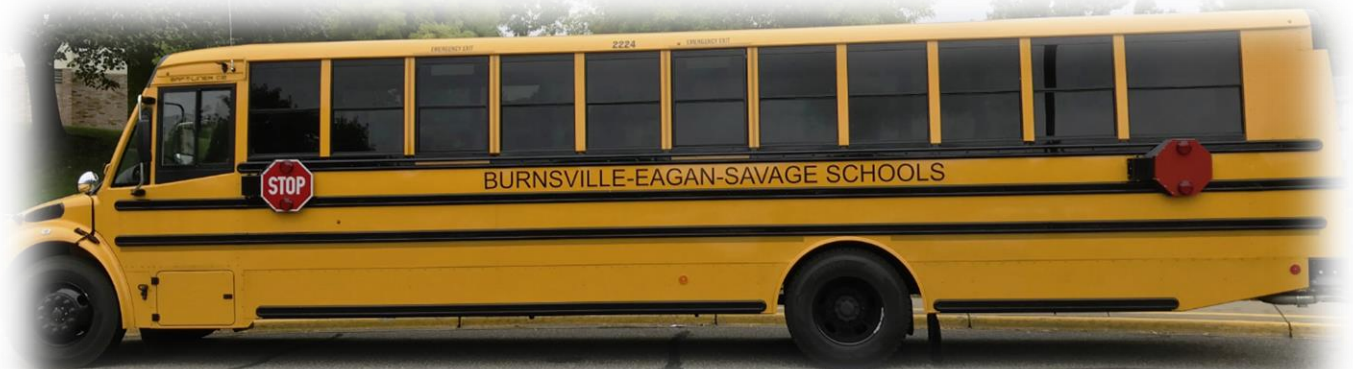
7



Schmitty & Sons

They have **all new buses** that are equipped with:

- 2-way radios
- PA systems so drivers can talk to students (interior/exterior)
- Camera systems
- GPS
- High back safety seats
- Front and Rear stop arms
- LED lighting throughout
- Strobe lamp top of bus
- The (Burnsville-Eagan-Savage Schools) name is on the side of all the big buses.



Schmitty & Sons

Small Buses:

Integrated star seats (built in)

LED lighting

Camera system

GPS tracking

High back safety seats

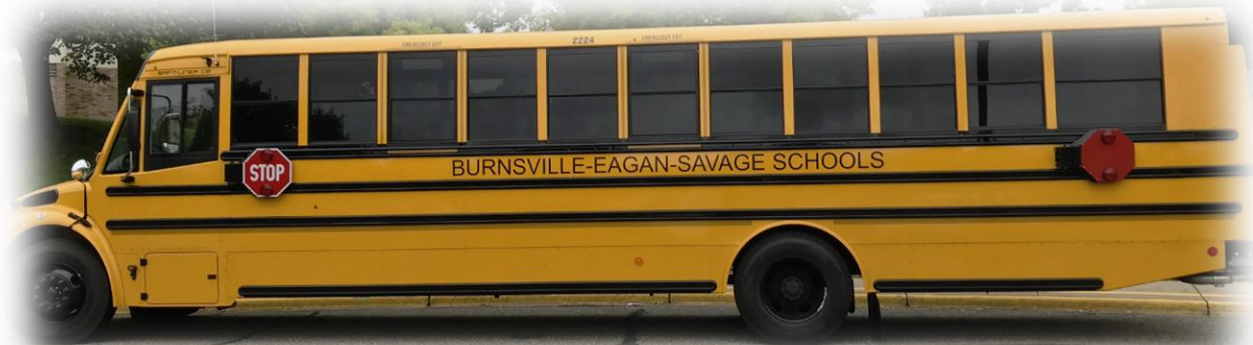
Strobe lamp top of bus



Schmitty & Sons

The start of the 2018-2019 school year in regards to transportation has gone very well.

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Schmittty & Sons

Thank You.



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**Agenda III.A.2.
October 11, 2018**

To: Board of Education, Members
Cindy Amoroso, Superintendent

From: Dr. Jenna Mitchler, Director of Curriculum, Instruction and Assessment, Shannon McParland, Principal, Laurie Cunnien, Reading Specialist, and Jeanne Kibler, Speech Teacher

Date: October 4, 2018

Re: Culturally Proficient School System (CPSS) Report

Receive a report on Culturally Proficient School System (CPSS) from Dr. Jenna Mitchler, Shannon McParland, Laurie Cunnien and Jeanne Kibler.



One91's Culturally Proficient School System (CPSS) - Report

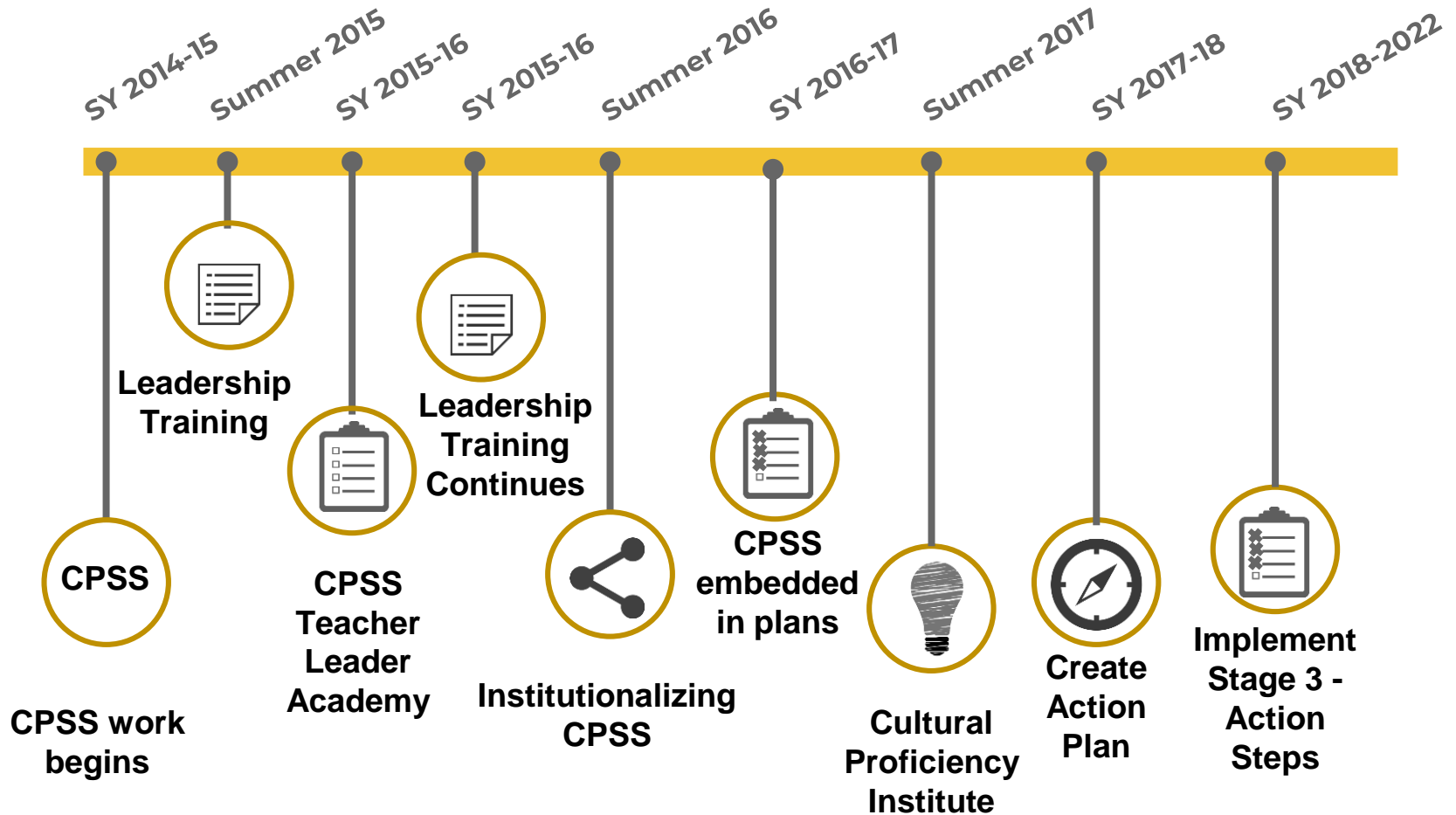
October 11th, 2018

Future Ready. Community Strong.

Presentation Purpose

- Provide a timeline for and overview of CPSS planning and implementation
- Provide information about the three stages of implementation
- Provide information on our current status - Stage 3

CPSS Timeline





- Stage 1 - Desired Results
 - SY 2014-15 and SY 2015-16
- Stage 2 - Key Indicators of Progress
 - Summer 2016, SY 2016-17 & SY 2017-18
- Stage 3 - Action Steps
 - SY 2018-19 through SY 2021-22



Stage 3: Action Steps

1. Determine action steps
2. Prioritize action steps into projects
3. Designate a leader and team for each project
4. Articulate goals, timeline, stakeholders, outcomes
5. Execute
6. Measure progress

CPSS

Overview of Projects

- ✓ Develop and implement **targeted training** for district-wide departments and leadership teams
- ✓ Develop and implement explicit and embedded **professional development** for all building-based staff
- ✓ Plan to **embed CPSS** into current work
- ✓ Ensure CPSS essential **elements are visible** in all buildings

Thank You

Jeanne Kibler - jkibler@isd191.org

Laurie Cunnien - lcunnien@isd191.org

Shannon McParland - smcparland@isd191.org

Dr. Jenna Mitchler - jmitchler@isd191.org



**Agenda III.A.3.
October 11, 2018**

To: Board of Education, Members
Cindy Amoroso, Superintendent

From: Dr. Elizabeth Vaught, Principal

Date: October 4, 2018

Re: Edward Neill Elementary Principal Overview

Receive an Edward Neill Elementary Principal Overview from Dr. Elizabeth Vaught, Principal.



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Edward Neill Elementary

October 11, 2018

School Board Report

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Building Leadership Team

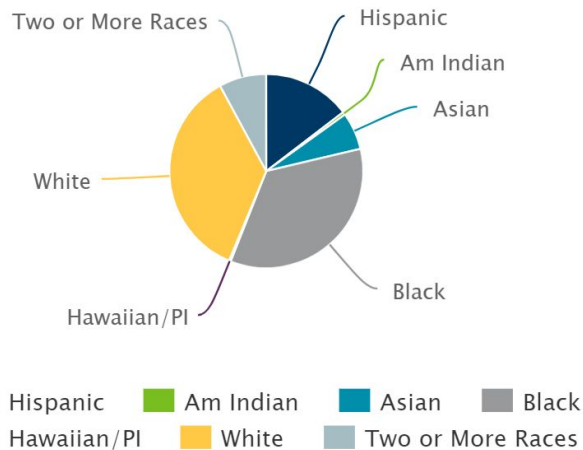
- Bjorn Anderson - Digital Learning Specialist
- Dena Bing - Special Education
- Becky Gilray - 5th Grade Teacher
- Julie Kugler - Reading Interventionist
- Laura Olsen - 1st Grade Teacher
- Mary Beth Plaschko - Continuous Improvement Coach
- Bonnie Tranby - Music Specialist



Demographics

Ethnicity

2018 Enrollment by Race/Ethnicity



Race/Ethnicity	Count	Percent
Hispanic or Latino	54	14.6%
American Indian or Alaska Native	2	0.5%
Asian	23	6.2%
Black or African American	128	34.7%
Native Hawaiian or Other Pacific Islander	1	0.3%
White	132	35.8%
Two or More Races	29	7.9%
All Students	369	100.0%



From MN Department of Education: education.state.mn.us

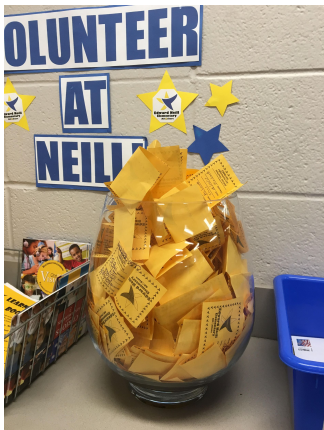
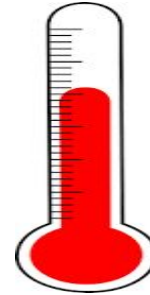
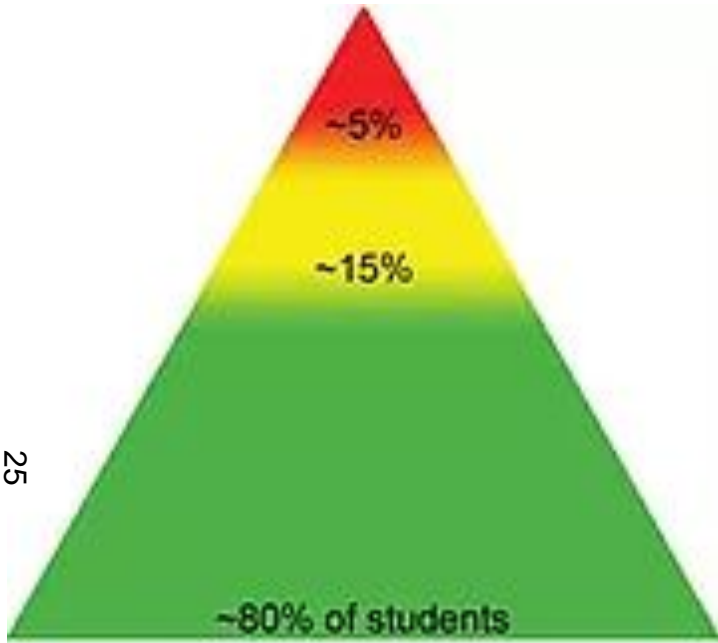
Site Improvement Plan

Goals:

The percentage of all students (grades 3-5) at Neill Elementary who earn an achievement level of Meets the Standards or Exceeds the Standards in reading as measured by MCA will increase from 55% in the spring of 2018 to 58% in the spring of 2019.

Each Collaborative Team developed a goal for a targeted student group (ex. Special Education)

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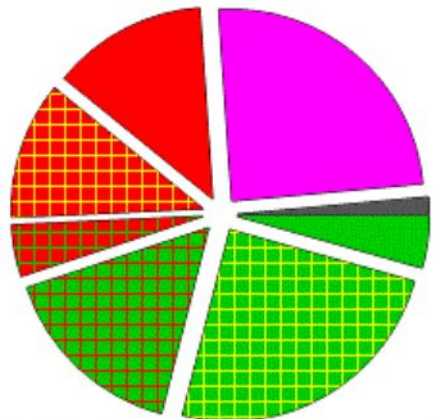
MN Growth Comparison
Edward Neill Elementary, 2018 - 2019
 Grade: 05
 Status: Active Students Only

End Test: Growth Period:

 Subject: Proficiency Status:

2016-2017 Proficiency - 2017-2018 Growth

Proficient - High Growth	3	4.3%
Proficient - Medium Growth	17	24.6%
Proficient - Low Growth	11	15.9%
Not Proficient - High Growth	3	4.3%
Not Proficient - Medium Growth	8	11.6%
Not Proficient - Low Growth	9	13.0%
No 2016-2017 Proficiency	17	24.6%
No 2017-2018 Growth	1	1.4%
Total	69	100.0%

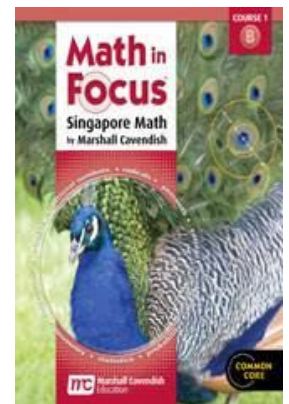
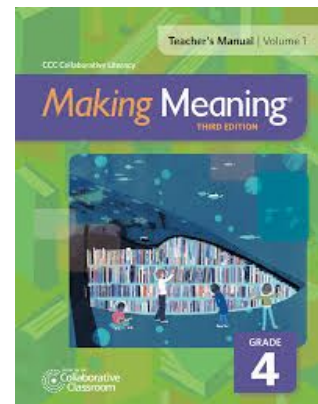
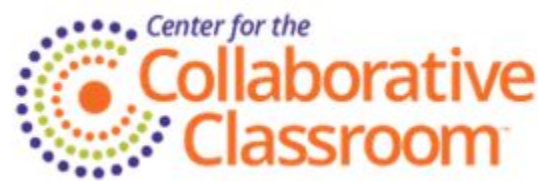
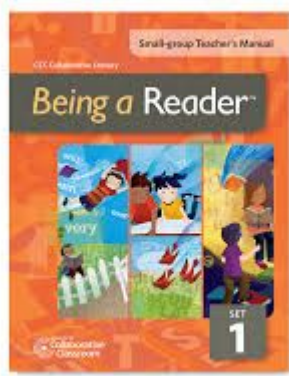
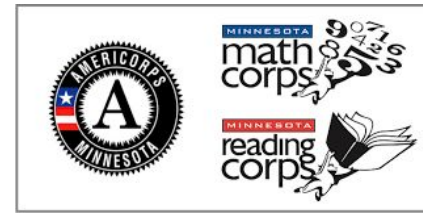
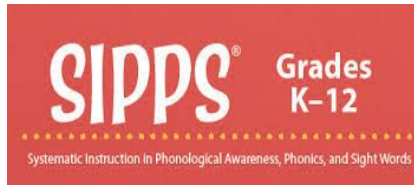


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	GROWTH		PROFICIENCY		MCA	MCA
	%	# Met Proficiency	% Met Proficiency	# Met Proficiency		
Literacy	%	# Met Proficiency	% Met Proficiency	# Met Proficiency	% Met Proficiency	
All Students	56.90%	31	50%	36	58%	
IEP	61.11%	7	37%	5	26%	
LEP	50.00%	1	11%	3	33%	
Black	44.44%	5	25%	9	45%	
Am. Indian	0.00%	0	0%	0	0%	
Hispanic	50.00%	3	33%	5	56%	
Asian	75.00%	3	75%	4	100%	
White	66.67%	20	71%	18	64%	
Free	58.06%	13	39%	16	49%	
Reduced	66.67%	3	50%	3	50%	
No FRP	52.38%	15	65%	17	74%	

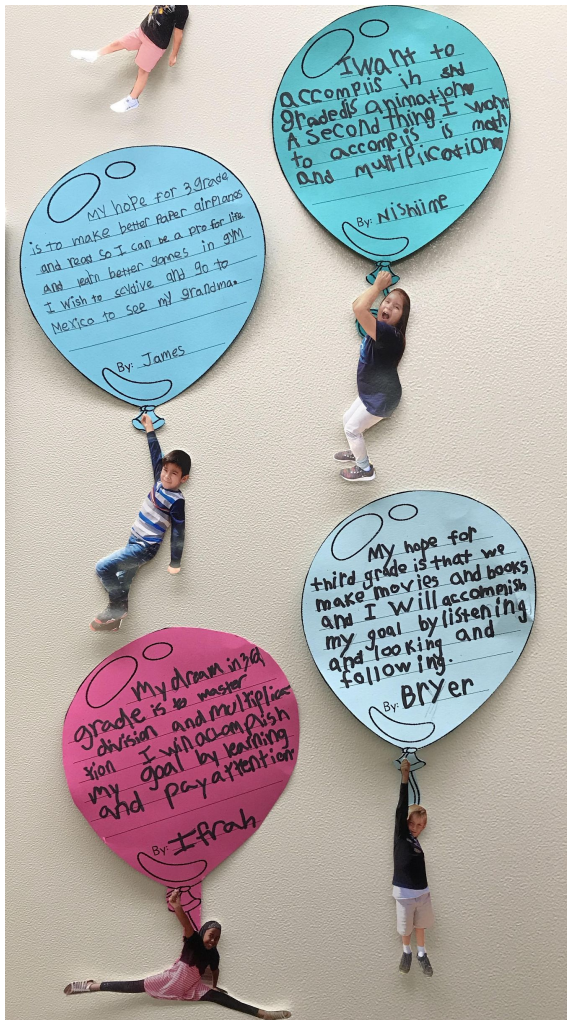
Current Work - Who needs what??

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Differentiation Time



Example of Current Work

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3rd Grade

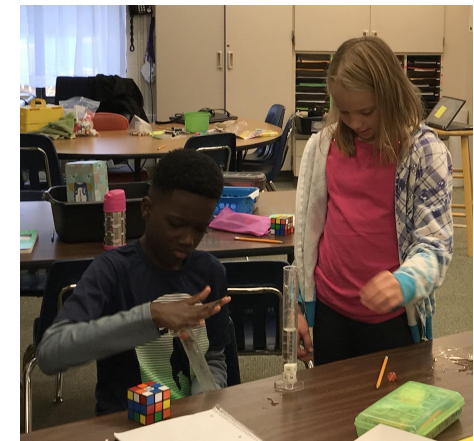
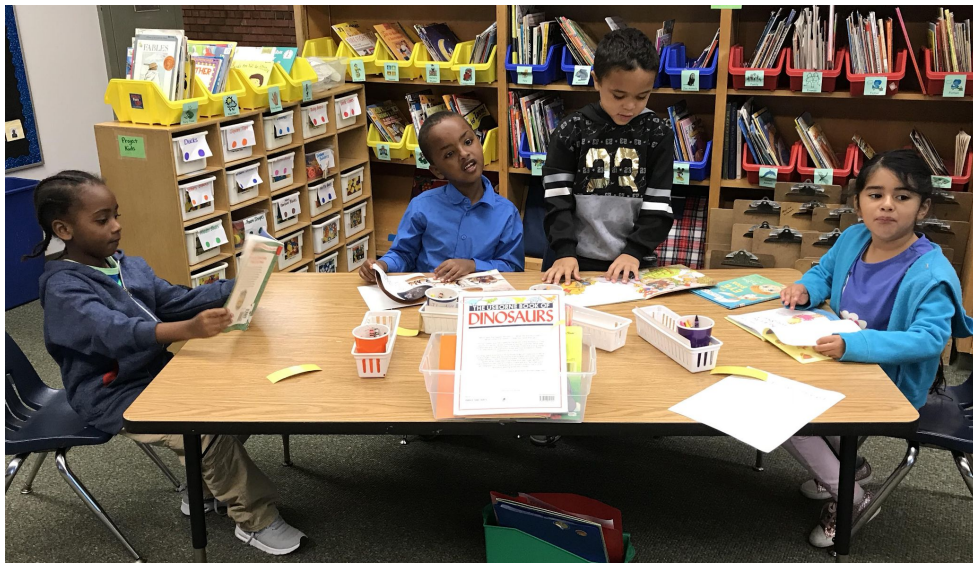
Students in the Target Group will increase their proficiency in reading as measured by the MAP Reading Test from 27.3% in the spring of 2018 to 47% in the spring of 2019

Next Steps

Data Days - Analysis of individual student data

Focus on differentiation

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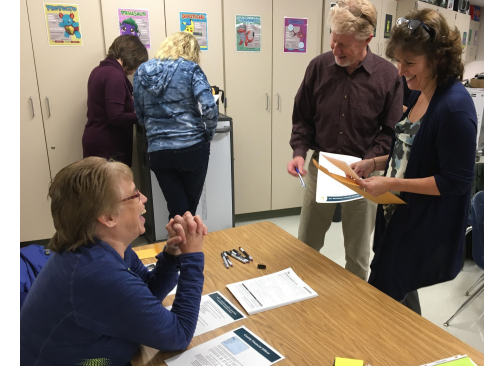


We are Proud of:

- PBIS efforts - Climate and Culture
- Our Holistic Approach - [Article](#)
- MTSS - Use of Resources
- Welcoming Pre-K Students



Celebrations



#AGreatPlacetolearn

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Contact Information:

Dr. Elizabeth Vaught

[Edward Neill Website](#)

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952-707-3100

13409 Upton Ave. S.



**Agenda III.B.1.
October 11, 2018**

To: Board of Education, Members
Cindy Amoroso, Superintendent

From: Sundus Hussein, Student Representative

Date: October 4, 2018

Re: Student Representative Report

Receive the Student Representative report from Student Representative Sundus Hussein.



**Agenda III.B.2.
October 11, 2018**

To: Board of Education, Members
From: Cindy Amoroso Superintendent
Date: October 4, 2018
Re: Superintendent Report

Receive the Superintendent Report from Superintendent Cindy Amoroso.



**Agenda III.B.3.
October 11, 2018**

To: Board of Education, Members
Cindy Amoroso, Superintendent

From: Jim Schmid, Board Chair

Date: October 4, 2018

Re: Board Member Reports

Receive reports from Board Members.

School Board Minutes
INDEPENDENT SCHOOL DISTRICT 191
September 26, 2018

The retreat of the Board of Education was called to order by Chair Schmid at 5:15 p.m. at the Diamondhead Education Center, 200 West Burnsville Parkway, Burnsville, MN, 55337.

Call to Order

Members present: Directors Currier, VandenBoom, Alt, Schatz, Luth, Miller and Chair Schmid.

Attendance

Superintendent Cindy Amoroso and Director of Board Development Katie Klanderud from MSBA were also present.

The purpose of the retreat was board development with Minnesota School Board Association (MSBA) and board workshop protocol.

Purpose

The retreat adjourned at 9:50 p.m.

Adjourn

Bob VandenBoom, clerk

Date Approved

School Board Minutes
 INDEPENDENT SCHOOL DISTRICT 191
 September 27, 2018

The meeting of the Board of Education was called to order by Chair Schmid at 6:30 p.m. at the Diamondhead Education Center, 200 West Burnsville Parkway, Burnsville, MN. Call to Order

Members present: Directors Currier, Alt, Schatz, VandenBoom, Luth, Miller and Chair Schmid. Others in attendance were Superintendent Amoroso, administrators, staff and members of the public. Attendance

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

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

Received a Preview of the Fall Fest from Dr. Kathy Funston, Director of Strategic Partnerships and Pathways. Reports

Received a report on Changes to Early Education from Jacqueline Smith, Special Education Supervisor, and Cindy Check, Community Education Coordinator ECFE.

Received a Sky Oaks Principal Overview from Jon Bonneville, Principal.

Received verbal reports from VandenBoom on behalf of the Technology Committee; Alt on behalf of the Policy Review Committee; and Luth on behalf of the Student Performance and Achievement Committee. Currier reported on 917, AMSD and Burnsville Hall of Fame; and Alt reported on Sourcewell and Burnsville Chamber.

Received verbal reports from Superintendent Amoroso and Student Representative Sundus Hussein.

Moved by Alt, seconded by VandenBoom, to approve the consent agenda: Consent Agenda Minutes

-Approve minutes of the regular board meeting on September 13, 2018.
 -Approve personnel recommendations for M. Vogel, Paige Johnson, R. Osberg, C. Burke, E. Ford, T. Turner, M. Berchild, C. Willox, M. Drayton, Nathaniel Olson, A. Funk, T. Few, H. Fields, M. Giddings, S. Lietzau, K. Meitrodt, K. Roy, T. Tucker, S. Schansberg, Brian Johnson, J. Sahli, N. Domek, R. Austreng, H. Kaur, C. Molinett, T. Few, S. Lietzau, S. Jensen, P. Wagner, N. Roffers, and D. Thomas. Personnel Recommendations

-Approve and accept donations. Donations
 -Receive a report on the September 13, 2018 Listening Session. Listening Session
 -Approve July payroll checks numbered 719072-719085 and Direct Checks, deposits,

Deposit notices numbered 691601-692692 in the net amount of \$3,932,212.68. June, July & August claims to date represented by checks numbered 459892-460403, 1020338-1020433, and 102176-102177 and wire transfers and adjustments totaling \$10,007,469.62. Also, that the Board accepts July receipts of \$3,783,230.68 and investments for the General Fund & 2015A School Building Bonds and OPEB of \$47,865,367.83 as of July 31, 2018.

-Accept the Budget Analysis for the month ending June 30, 2018

-Receive a report on the September 13, 2018 listening session.

-Authorized by Minnesota State Statute 169.443 subd 3, approve the following school bus stops at which school bus drivers shall not activate the eight way flashing red signals and authorize the Director of Transportation to modify the list as necessary as school bus routes are modified.

Motion carried unanimously (7, 0).

Moved by Currier, seconded by VandenBoom, to certify the proposed property tax levy for taxes payable in 2019 and authorize the clerk to execute the levy certification forms in the "maximum amount" and to also schedule the Truth in Taxation Hearing on December 13, 2018, to be held during the regularly scheduled board meeting beginning at 6:30 p.m. Motion carried unanimously after discussion (7, 0).

Moved by Luth, seconded by Alt, to approve the revisions and readopt the unchanged language in the 2017-2019 Master Agreement with the Information Technology Specialists. Motion carried unanimously after discussion (7, 0).

Moved by Schatz, seconded by Currier, to adjourn to a board workshop at 8:10 p.m. Motion carried unanimously (7, 0).

The workshop began at 8:19 p.m. The purpose of the workshop was Board / BEA planning. The workshop ended at 10:10 p.m.

receipts and investments

Budget Analysis
Listening Sessions
Bus Stops

Certify Property
Tax Levy

Technology
Specialists

Adjourn to a Board
Workshop

Workshop

October 11, 2018

Bob VandenBoom, clerk
Approved

Date

October 11, 2018

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

TO: Members, Board of Education
Cynthia Amoroso, Superintendent

FROM: Stacey Sovine, Executive Director of Human Resources

DATE: October 11, 2018 FINAL

RE: Recommended Personnel Changes

CLASSIFICATION	ACTION	POSITION CONTROL	NAME	FINAL	LOCATION	POSITION	EFFECTIVE DATE
Certified	Appointment		Nancy Mosher	*	WM. Byrne Elementary School	Teacher - Long Term Substitute	9/12/2018-12/10/2018
Certified	Appointment		Kathryn Reagan	*	ECSE Center	Teacher - Long Term Substitute	9/25/2018-1/7/2019
Certified	Appointment		Hyun Ae Kim		ECSE Center	Teacher	
Certified	Appointment		Michael Getchell	*	Eagle Ridge Middle School	Teacher - Long Term Substitute	9/24/2018-12/17/2018
Certified	Appointment		Mary Heim	*	Gideon Pond Elementary	Teacher - Long Term Substitute	9/20/2018-11/1/2018
Certified	Appointment	Replacement	Anna Bauer		St. John's	Counselor	10/1/2018
Certified	Appointment	Replacement	Laura Ngeh		Metcalf Middle School	Teacher	9/28/2018
Certified	Appointment	New Position	Ashley Preblich		WM. Byrne Elementary School	Teacher	10/1/2018
Certified	Change of Assignment		Kourtney Beaulieu	*	Sioux Trail Elementary School	Nurse	7/1/2018
Certified	Change of Assignment		Bernadette Bien	*	MW Savage Elementary School	Nurse	7/1/2018
Certified	Change of Assignment		Keshia Gaddy	*	Rahn Elementary School	EA Level IV	7/1/2018
Certified	Change of Assignment	Replacement	Katrina Stinson	*	WM. Byrne Elementary School	Licensed School Nurse	8/27/2018
Certified	Resignation		Kevin Sayers		Eagle Ridge Middle School	Teacher	8/24/2018
Certified	Resignation		Amanda Jensen		Burnsville High School	Teacher	9/21/2018
Classified	Appointment		Sarah Erbes	*	ECSE Center	Teacher - Long Term Substitute	9/25/2018-1/7/2019
Classified	Appointment		Mackenzie Davidge	*	Burnsville High School	Asst Coach Competitive Dance	Year Round
Classified	Appointment	Replacement	Lindi Shannon Warner	*	Eagle Ridge Middle School	Quiz Bowl Advisor	Year Round
Classified	Appointment	Replacement	Betsy Bond		District-wide	AVID Tutor	2018/2019 School Year
Classified	Appointment	Replacement	Yevgeniya Bruslavtseva		Rahn Elementary School	EA Level II	9/27/2018
Classified	Appointment	Replacement	Michael Jacobson		Burnsville High School	Custodian Level I	10/4/2018
Classified	Appointment	Replacement	Jacqueline Le Vvintre		District-wide	AVID Tutor	2018/2019 School Year
Classified	Appointment	Replacement	Julie Morgan		Burnsville High School	Custodian Level I	10/4/2018
Classified	Appointment	Replacement	Kelsey Patch		District-wide	AVID Tutor	2018/2019 School Year
Classified	Appointment	Replacement	Safiya Said		Hidden Valley Elementary	EA Level III	10/22/2018
Classified	Appointment	Replacement	Christina Schaaf		District-wide	AVID Tutor	2018/2019 School Year
Classified	Appointment	Replacement	Rachel Scott		WM. Byrne Elementary School	EA Level IV	10/12/2018
Classified	Appointment	Replacement	Disha Spencer		Vista View Elementary School	EA Level IV	9/27/2018
Classified	Appointment	Replacement	Patcharee Spohn		Rahn Elementary School	EA Level IV	10/3/2018
Classified	Appointment	Replacement	Anna Bunce	*	District-wide	AVID Tutor	2018/2019 School Year
Classified	Appointment	Replacement	Fadumo Jama	*	Sky Oaks Elementary School	EA Level IV	10/4/2018
Classified	Appointment	Replacement	Naimo Osman	*	District-wide	AVID Tutor	2018/2019 School Year
Classified	Appointment	Replacement	Sabah Sarhan	*	BEST	EA Level IV	10/16/2018
Classified	Appointment	New Position	Amy Achenbach		District-wide	AVID Tutor	2018/2019 School Year
Classified	Appointment	New Position	Ali Alsaihi		Sky Oaks Elementary School	EA Level IV	10/10/2018
Classified	Appointment	New Position	Habiba Ali		Burnsville High School	EA Level IV	10/10/2018
Classified	Appointment	New Position	Ruth Kinney		Diamondhead Education Center	CE Program Associate	10/3/2018
Classified	Appointment	New Position	April Mojica		Burnsville High School	EA Level IV	10/8/2018
Classified	Appointment	New Position	Marina Paul		Burnsville High School	EA Level IV	9/27/2018
Classified	Change of Assignment		Barbara Stene	*	Gideon Pond Elementary	EA Level IV	7/1/2018
Classified	Change of Assignment		Jane Wittenkeller	*	Edward Neill Elementary	Licensed Practical Nurse	8/27/2018
Classified	Resignation		Fauzia Mohamad	*	Diamondhead Education Center	EA Level IV	10/5/2018
Classified	Resignation		Nicolette Rykhus		District-wide	AVID Tutor	9/28/2018
Co-Curricular/Coach	Appointment	Replacement	Steven Eggleston		Burnsville High School	Asst Girls Hockey Coach	Winter Season 2019
Co-Curricular/Coach	Resignation		Wyatt Anderson		Burnsville High School	Asst Girls Hockey Coach	10/1/2018
Co-Curricular/Coach	Resignation		Lee Engstrom		Burnsville High School	Asst Girls Hockey Coach	10/1/2018



**Agenda IV.A.3.
October 11, 2018**

To: Members, Board of Education
Cindy Amoroso, Superintendent

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

Date: October 4, 2018

Re: Donations

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

RESOLUTION TO ACCEPT DONATIONS

WHEREAS,

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

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

Moved by: _____

Seconded by: _____

Members in favor of the motion:

Members opposed:

Whereupon said Resolution was declared duly passed and adopted on October 11, 2018.

Bob VandenBoom
Clerk – Board of Education

Date	Donor	Recipient	Terms	Donation
9/19/2018	BHS Black & Gold Alumni Foundation	Burnsville High School	BHS Hall of Fame	\$500.00
9/19/2018	Robert V. Lattery, Jr.	Burnsville High School	BHS Hall of Fame	\$200.00
9/19/2018	Vicki & Robert Roy	Burnsville High School	BHS Hall of Fame	\$20.00
9/6/2018	Certified Recycling of Burnsville www.certifiedrecycling.net	Burnsville High School	Donation of used 37 inch LCD monitor for classroom use to provide more visibility of displays for students.	Used Panasonic 37 inch 1080p hospitality HDTV

Total monetary donation received: \$720.00



**Agenda IV.A.4.
October 11, 2018**

To: Board of Education, Members
From: Cindy Amoroso, Superintendent
Date: September 27, 2018
Re: Report on Listening Session on September 27, 2018

9.27.18 School Board Listening Session

In attendance:
Board Members Abigail Alt and DeeDee Currier
Superintendent Cindy Amoroso

Speakers: One speaker presented at the 9.27.18 Board Listening Session.

The topic was the process we use to transition Setting III special education preschool students to mainstream kindergarten classrooms and how it could be improved.

!



**Agenda IV.A.5.
October 11, 2018**

To: Board of Education
Cindy Amoroso, Superintendent

From: Courtnee Floback, Youth Service Coordinator

Date: October 4, 2018

Re: Approve Final Extended Field Trip Request for Burnsville High School Students to Travel to Ecuador March 23-April 1, 2019.

Recommendation: That the Board of Education approves an application for a final extended field trip request for Burnsville High School students to travel to Ecuador March 23-April 1, 2019.

- Staff sponsors: Courtnee Floback, Allison Millea, and Dave McDevitt.
- Description of the proposed program: This trip will be with Education First partnered with ME to WE and Free the Children. Five days of the trip will be in a village in Ecuador doing a service project for Free the Children (part of We Days global impact.)
- The educational objectives of the trip:
 - Opportunities for global service learning
 - Participate in local “Minga” bring individuals together to work for the betterment of the group.
 - Having students experience a culture different than theirs.
- Number of participants: 14 students and 3 chaperones.
- Cost of the trip per student: \$4,075
- Provisions for students whom financing the trip is an issue: Multiple fundraising events (many planned with EFTours), as well as sponsors and donations.

The initial application was approved by the Board of Education on January 25, 2018.



Future Ready. Community Strong.

**Agenda IV.A.6.
October 11, 2018**

To: Board of Education
From: Cindy Amoroso, Assistant Superintendent
Date: October 4, 2018
Re: Policies 205: *Open and Closed Meetings*; 419: *Tobacco- and Smoke-Free Environment*; and 421: *Gifts to Employees and School Board Members*

Recommendation: Approve, on a second reading basis, changes to Policies 205: *Open and Closed Meetings*; 419: *Tobacco- and Smoke-Free Environment*; and 421: *Gifts to Employees and School Board Members*.

These policies were reviewed by administration and the Policy Review Committee on September 6. The revisions were suggested by Minnesota School Board Association (MSBA). The first reading was approved by the Board of Education on September 13.

205 - Interactive technology provisions added.

419 - Additions to the definitions, Section III.

421 - Clarifies that an award or recognition plaque with a \$5 or less resale value may be accepted.

Adopted: 7/1985
Reviewed: 9/13/2018
Revised: 10/11/2018
Rescinds: BD

205 OPEN MEETINGS AND CLOSED MEETINGS

I. PURPOSE

- A. The school board embraces the philosophy of openness in the conduct of its business, in the belief that openness produces better programs, more efficiency in administration of programs, and an organization more responsive to public interest and less susceptible to private interest. The school board shall conduct its business under a presumption of openness. At the same time, the school board recognizes and respects the privacy rights of individuals as provided by law. The school board also recognizes that there are certain exceptions to the Minnesota Open Meeting Law as recognized in statute where it has been determined that, in limited circumstances, the public interest is best served by closing a meeting of the school board.
- B. The purpose of this policy is to provide guidelines to assure the rights of the public to be present at school board meetings, while also protecting the individual's rights to privacy under law, and to close meetings when the public interest so requires as recognized by law.

II. GENERAL STATEMENT OF POLICY

- A. Except as otherwise expressly provided by statute, all meetings of the school board, including executive sessions, shall be open to the public.
- B. Meetings shall be closed only when expressly authorized by law.

III. DEFINITION

“Meeting” means a gathering of at least a quorum or more members of the school board, or quorum of a committee or subcommittee of school board members, at which members discuss, decide, or receive information as a group on issues relating to the official business of the school board. The term does not include a chance or social gathering.

IV. PROCEDURES

- A. Meetings
 - 1. Regular Meetings

A schedule of the regular meetings of the school board shall be kept on file at its primary offices. If the school board decides to hold a regular meeting at a time or place different from the time or place stated in its schedule, it shall give the same notice of the meeting as for a special meeting.

2. Special Meetings

- a. For a special meeting, the school board shall post written notice of the date, time, place, and purpose of the meeting on the principal bulletin board of the school district or on the door of the school board's usual meeting room if there is no principal bulletin board. The school board's actions at the special meeting are limited to those topics included in the notice.
- b. The notice shall also be mailed or otherwise delivered to each person who has filed a written request for notice of special meetings.
- c. This notice shall be posted and mailed or delivered at least three days before the date of the meeting. As an alternative to mailing or otherwise delivering notice to persons who have filed a written request, the school board may publish the notice once, at least three days before the meeting, in the official newspaper of the school district or, if none, in a qualified newspaper of general circulation within the area of the school district.
- d. A person filing a request for notice of special meetings may limit the request to particular subjects, in which case the school board is required to send notice to that person only concerning those particular subjects.
- e. The school board will establish an expiration date on requests for notice of special meetings and require refiling once each year. Not more than 60 days before the expiration date of request for notice, the school board shall send notice of the refiling requirement to each person who filed during the preceding year.

3. Emergency Meetings

- a. An emergency meeting is a special meeting called because of circumstances that, in the judgment of the school board, require immediate consideration.
- b. If matters not directly related to the emergency are discussed or acted upon, the minutes of the meeting shall include a specific description of those matters.

- c. The school board shall make good faith efforts to provide notice of the emergency meeting to each news medium that has filed a written request for notice if the request includes the news medium's telephone number.
- d. Notice of the emergency meeting shall be given by telephone or any other method used to notify the members of the school board.
- e. Notice shall be provided to each news medium which has filed a written request for notice as soon as reasonably practicable after notice has been given to the school board members.
- f. Notice shall include the subject of the meeting.
- g. Posted or published notice of an emergency meeting shall not be required.
- h. The notice requirements for an emergency meeting as set forth in this policy shall supersede any other statutory notice requirement for a special meeting that is an emergency meeting.

4. Recessed or Continued Meetings

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.

5. Closed Meetings

The notice requirements of the Minnesota Open Meeting Law apply to closed meetings.

6. Actual Notice

If a person receives actual notice of a meeting of the school board at least 24 hours before the meeting, all notice requirements are satisfied with respect to that person, regardless of the method of receipt of notice.

7. Health Pandemic or Declared Emergency

In the event of a health pandemic or an emergency declared under Minn. Stat. Ch. 12, a meeting may be conducted by telephone or other electronic means in compliance with Minn. Stat. § 13D.021.

8. Meetings Conducted by Interactive Technology

A meeting may be conducted by interactive technology or other similar electronic means in compliance with Minn. Stat. § 13D.02.

B. Votes

The votes of school board members shall be recorded in a journal kept for that purpose, and the journal shall be available to the public during all normal business hours at the administrative offices of the school district.

C. Written Materials

1. In any open meeting, a copy of any printed materials, including electronic communications, relating to the agenda items prepared or distributed by the school board or its employees and distributed to or available to all school board members shall be available in the meeting room for inspection by the public while the school board considers their subject matter.
2. This provision does not apply to materials not classified by law as public, or to materials relating to the agenda items of a closed meeting.

D. Data

1. Meetings may not be closed merely because the data to be discussed are not public data.
2. Data that are not public data may be discussed at an open meeting if the disclosure relates to a matter within the scope of the school board's authority and is reasonably necessary to conduct the business or agenda item before the school board.
3. Data discussed at an open meeting retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.

E. Closed Meetings

1. Labor Negotiations Strategy
 - a. The school board may, by a majority vote in a public meeting, decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals.
 - b. The time and place of the closed meeting shall be announced at the public meeting. A written roll of school board members and all other persons present at the closed meeting shall be made available to the public after the closed meeting. The proceedings shall be tape recorded, and the tape recording shall be preserved for two

years after the contract discussed at the meeting is signed. The recording shall be made available to the public after all labor contracts are signed by the school board for the current budget period.

2. Sessions Closed by Bureau of Mediation Services

All negotiations, mediation sessions, and hearings between the school board and its employees or their respective representatives are public meetings. These meetings may be closed only by the Commissioner of the Bureau of Mediation Services (BMS). The use of recording devices, stenographic records, or other recording methods is prohibited in mediation meetings closed by the BMS.

3. Preliminary Consideration of Charges

The school board shall close one or more meetings for preliminary consideration of allegations or charges against an individual subject to its authority. If the school board members conclude that discipline of any nature may be warranted as a result of those specific charges or allegations, further meetings or hearings relating to those specific charges or allegations held after that conclusion is reached must be open. A meeting must also be open at the request of the individual who is the subject of the meeting. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

4. Performance Evaluations

The school board may close a meeting to evaluate the performance of an individual who is subject to its authority. The school board shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the school board shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

5. Attorney-Client Meeting

A meeting may be closed if permitted by the attorney-client privilege. Attorney-client privilege applies when litigation is imminent or threatened, or when the school board needs advice above the level of general legal advice, i.e., regarding specific acts and their legal consequences. A meeting may be closed to seek legal advice concerning litigation strategy, but the mere threat that litigation might be a

consequence of deciding a matter one way or another does not, by itself, justify closing the meeting. The motion to close the meeting must specifically describe the matter to be discussed at the closed meeting, subject to relevant privacy and confidentiality considerations under state and federal law. The law does not require that such a meeting be recorded.

6. Dismissal Hearing

- a. A hearing on the dismissal of a licensed teacher shall be public or private at the teacher's discretion. A hearing regarding placement of teachers on unrequested leave of absence shall be public.
- b. A hearing on dismissal of a student pursuant to the Pupil Fair Dismissal Act shall be closed unless the pupil, parent or guardian requests an open hearing.
- c. To the extent a teacher or student dismissal hearing is held before the school board and is closed, the closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

7. Coaches; Opportunity to Respond

- a. If the school board has declined to renew the coaching assignment of a licensed or nonlicensed head varsity coach, it must notify the head coach within 14 days of that decision.
- b. If the head coach requests the reasons for the nonrenewal, the school board must give the head coach the reasons in writing within 10 days of receiving the request.
- c. On the request of the head coach, the school board must provide the head coach with a reasonable opportunity to respond to the reasons at a school board meeting.
- d. The meeting may be open or closed at the election of the head coach unless the meeting is closed as required by Minn. Stat. § 13D.05, Subd. 2, to discuss educational or certain other nonpublic data.
- e. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

8. Meetings to Discuss Certain Not Public Data

Any portion of a meeting must be closed if the following types of data are discussed:

- a. data that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults;
- b. active investigative data collected or created by a law enforcement agency;
- c. educational data, health data, medical data, welfare data, or mental health data that are not public data; or
- d. an individual's personal medical records.
- e. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

9. Purchase and Sale of Property

- a. The school board may close a meeting:
 - (1) to determine the asking price for real or personal property to be sold by the school district;
 - (2) to review confidential or nonpublic appraisal data; and
 - (3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.
- b. Before closing the meeting, the school board must identify on the record the particular real or personal property that is the subject of the closed meeting.
- c. The closed meeting must be tape recorded at the expense of the school district. The tape must be preserved for eight years after the date of the meeting and be made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school board has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of school board members and all other persons present at the closed meeting must be made available to the public after the closed meeting.

- d. An agreement reached that is based on an offer considered at a closed meeting is contingent on its approval by the school board at an open meeting. The actual purchase or sale must be approved at an open meeting and the purchase price or sale price is public data.

10. Security Matters

- a. The school board may close a meeting to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures, and to discuss security deficiencies in or recommendations regarding public services, infrastructure, and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses.
- b. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting.
- c. Before closing a meeting, the school board must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting.
- d. The closed meeting must be tape recorded at the expense of the school district and the recording must be preserved for at least four years.

11. Other Meetings

Other meetings shall be closed as provided by law, except as provided above. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

F. Procedures for Closing a Meeting

The school board shall provide notice of a closed meeting just as for an open meeting. A school board meeting may be closed only after a majority vote at a public meeting. Before closing a meeting, the school board shall state on the record the specific authority permitting the meeting to be closed and shall describe the subject to be discussed.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)
Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)

Minn. Stat. § 179A.14, Subd. 3 (Labor Negotiations)
 Minn. Rules Part 5510.2810 (Bureau of Mediation Services)
Brown v. Cannon Falls Township, 723 N.W.2d 31 (Minn. App. 2006)
Brainerd Daily Dispatch v. Dehen, 693 N.W.2d 435 (Minn. App. 2005)
The Free Press v. County of Blue Earth, 677 N.W.2d 471 (Minn. App. 2004)
Prior Lake American v. Mader, 642 N.W.2d 729 (Minn. 2002)
Star Tribune v. Board of Education, Special School District No. 1, 507 N.W.2d 869 (Minn. App. 1993)
Minnesota Daily v. University of Minnesota, 432 N.W.2d 189 (Minn. App. 1988)
Moberg v. Independent School District No. 281, 336 N.W.2d 510 (Minn. 1983)
Sovereign v. Dunn, 498 N.W.2d 62 (Minn. App. 1993), *rev. denied.* (Minn. 1993)
 Dept. of Admin. Advisory Op. No. 13-009 (March 19, 2013)
 Dept. of Admin. Advisory Op. No. 12-004 (March 8, 2012)
 Dept. of Admin. Advisory Op. No. 11-004 (April 18, 2011)
 Dept. of Admin. Advisory Op. No. 10-020 (September 23, 2010)
 Dept. of Admin. Advisory Op. No. 09-020 (September 8, 2009)
 Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)
 Dept. of Admin. Advisory Op. No. 06-027 (September 28, 2006)
 Dept. of Admin. Advisory Op. No. 04-004 (February 3, 2004)

Cross References: Burnsville-Eagan-Savage School District Policy 204 (School Board Meeting Minutes)
 Burnsville-Eagan-Savage School District Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
 Burnsville-Eagan-Savage School District Policy 207 (Public Hearings)
 Burnsville-Eagan-Savage School District Policy 406 (Public and Private Personnel Data)
 Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)
 MSBA Service Manual, Chapter 13, School Law Bulletin “C” (Minnesota’s Open Meeting Law)

Adopted: 6/87
Reviewed: 9/13/2018
Revised: 10/11/2018
Rescinds: GBK-R, JFCG

419 TOBACCO- AND SMOKE-FREE ENVIRONMENT

I. PURPOSE

The purpose of this policy is to maintain learning and working environments that are tobacco and smoke free.

II. GENERAL STATEMENT OF POLICY

- A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or electronic cigarettes in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related device, or electronic cigarette in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- 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 person who is found to have violated this policy.
- D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, devices, or electronic cigarettes. The school district will not promote or allow promotion of tobacco products or e-cigarettes on school property or at school-sponsored events.

III. TOBACCO AND TOBACCO-RELATED DEVICES DEFINED

- A. “Electronic cigarette” means any oral device that provides a vapor of liquid

nicotine, lobelia, and/or other similar substance intended for human consumption, and the use or inhalation of which simulates smoking. The term shall include any such devices, whether they are manufactured, distributed, marketed, or sold as e-cigarettes, e-cigars, e-pipes, or under another product name or descriptor.

- B. “Tobacco” means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco.
- C. “Tobacco-related devices” means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of vapors of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.
- D. “Smoking” means inhaling or exhaling smoke from any lighted cigar, cigarette, pipe, or any other lighted tobacco or plant product. Smoking also includes carrying a lighted cigar, cigarette, pipe, or any other lighted tobacco or plant product intended for inhalation and the use of electronic cigarettes, including the inhaling and exhaling of vapor from any electronic delivery device.

IV. EXCEPTIONS

- A. A violation of this policy does not occur when a Native American adult lights tobacco on school district property as a part of a traditional Native American spiritual or cultural ceremony. A Native American is a person who is a member of a Native American tribe as defined under Minnesota law and/or self identifies as a Native American.
- B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.

V. ENFORCEMENT

- A. All individuals on school premises shall adhere to this policy.
- B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.
- C. School district administrators and other school personnel who violate this

tobacco-free policy shall be subject to school district discipline procedures.

- D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.
- E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.
- F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.
- G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

VI. DISSEMINATION OF POLICY

- A. This policy shall appear in the student handbook.
- B. The school district will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)
Minn. Stat. § 609.685 (Sale of Tobacco to Children)
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

Cross References: Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
MSBA Service Manual, Chapter 2, Students; Rights, Responsibilities and Behavior

Adopted: 07/01
Reviewed: 9/13/2018
Revised: 10/11/2018
Rescinds: GBI-R

Burnsville-Eagan-Savage School District Policy 421

421 GIFTS TO EMPLOYEES AND SCHOOL BOARD MEMBERS

I. PURPOSE

The purpose of this policy is to avoid the appearance of impropriety or the appearance of a conflict of interest with respect to gifts given to school district employees and school board members.

II. GENERAL STATEMENT OF POLICY

- A. The school district recognizes that students, parents, and others may wish to show appreciation to school district employees. The policy of the school district, however, is to discourage gift-giving to employees and to encourage donors instead to write letters and notes of appreciation or to give small tokens of gratitude as memorabilia.
- B. A violation of this policy occurs when any employee solicits, accepts, or receives, either by direct or indirect means, a gift from a student, parent, or other individual or organization of greater than nominal value.
- C. A violation of this policy occurs when any employee solicits, accepts, or receives a gift from a person or entity doing business with or seeking to do business with the school district. Employees may accept items of insignificant value of a promotional or public relations nature or a plaque with a resale value of \$5 or less with an inscription recognizing an individual for an accomplishment.. The superintendent or designee has discretion to determine what value is “insignificant.”
- D. Teachers may accept free samples of textbooks and related teaching materials from vendors.
- E. This policy applies only to gifts given to employees where the donor’s relationship with the employee arises out of the employee’s employment with the school district. It does not apply to gifts given to employees by personal friends, family members, other employees, or others unconnected to the employee’s employment with the school district.
- F. An elected or appointed member of a school board, a school superintendent, a school principal, or a district school officer, including the school business official, may not accept a gift from an interested person.

- G. This policy does not prohibit a school board candidate from accepting campaign donations in compliance with the election and campaign finance provisions of Minnesota law.

III. DEFINITIONS

- A. “Gift” means money, real or personal property, a service, a loan, a forbearance or forgiveness of indebtedness, or a promise of future employment that is given without something of equal or greater value being received in return.
- B. “Interested person” means a person or a representative of a person or association that has a direct financial interest in a decision that a school board member, a superintendent, a school principal, or a district school officer is authorized to make.

IV. PROCEDURES

Any employee considering the acceptance of a gift shall confer with the administration for guidance related to the interpretation and application of this policy.

V. VIOLATIONS

Employees who violate the provisions of this policy may be subject to discipline, which may include reprimand, suspension, and/or termination or discharge.

Legal References: Minn. Stat. § 10A.07 (Conflicts of Interest)
Minn. Stat. § 10A.071 (Prohibition of Gifts)
Minn. Stat. § 15.43 (Acceptance of Advantage by State Employee; Penalty)
Minn. Stat. § 471.895 (Certain Gifts by Interested Persons Prohibited)

Cross References: Burnsville-Eagan-Savage School District Policy 209 (Code of Ethics)
Burnsville-Eagan-Savage School District Policy 210 (Conflict of Interest – School Board Members)
Burnsville-Eagan-Savage School District Policy 306 (Administrator Code of Ethics)



**Agenda V.A
October 11, 2018**

**To: Members, Board of Education
Cindy Amoroso, Superintendent**

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

Date: October 4, 2018

Re: Approve Memorandum of Agreement with the City of Burnsville

RECOMMENDATION: That the Board of Education approves the Memorandum of Agreement with the City of Burnsville to provide time and resources for an environmental education pilot program.

The City of Burnsville has agreed to partner with ISD 191 in creating a collaboration through a pilot partnership promoting natural resources public education. This agreement would commence on September 1, 2018 and shall continue through December 31, 2019.

Students who are enrolled in Advanced Placement Environmental Science, and student members of the Burnsville High School Green Team, will participate in water resource education activities.

The City will purchase water quality related equipment and supplies and will also provide staff time, as available, to assist in providing educational opportunities for these students.

I recommend approval of the agreement between City of Burnsville and ISD 191 for a pilot program promoting natural resources public education.



MEMORANDUM OF AGREEMENT

THIS Agreement, dated this _____ day of _____, 2018, is between **BURNSVILLE-EAGAN-SAVAGE SCHOOL DISTRICT 191** ("School District") and the **CITY OF BURNSVILLE**, ("City").

WHEREAS, the City has offered to provide time and resources for environmental education; and

WHEREAS, the School District has offered to create opportunities for learning and collaboration through a pilot partnership; and

WHEREAS, the School District and the City have agreed to partner in promoting natural resources public education.

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties agree as follows:

1. TERM

This Agreement shall commence on September 1, 2018 and shall continue through December 31, 2019, unless otherwise renewed by the parties through a written amendment of this Agreement or terminated as provided under this Agreement.

2. SCHOOL DISTRICT CONTRIBUTIONS

- A. Students enrolled in Advanced Placement Environmental Science, and student members of the Burnsville High School Green Team, will participate in agreed-upon water resource education activities.
- B. The School District will publicize natural resource activities during the pilot.

3. CITY CONTRIBUTIONS

- A. The City will purchase water quality related equipment and supplies for use by the Advanced Placement Environmental Science classes and for the Burnsville High School Green Team. The School District will retain this equipment for as long as it is actively being used to further the objectives outlined in this Agreement. Purchases will be made according to program budget limitations and according to the discretion of City Staff. The City will also provide staff time, as available, to assist in providing educational opportunities for these students.

4. COMBINED CONTRIBUTIONS

- A. During the term of this Agreement, the School District and City will review this Agreement to address any concerns that may exist.
- B. During the term of this Agreement, the School District and City will determine if, and how, future partnerships will evolve and be sustained.

5. RECORDS AVAILABILITY AND RETENTION

The City and School District agree that pursuant to Minn. Stat. §16C.05, Subd. 5, the School District, the City, and the State Auditor, or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., that are pertinent to the accounting practices and procedures of the School District and involve transactions relating to this Agreement.

6. DATA PRACTICES

All data collected, created, received, maintained, or disseminated or used for any purposes in the course of this Agreement by each party is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

7. INDEMNIFICATION

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. Each party's liability shall be governed by the provisions of Minnesota Statute Chapter 466 and other applicable law as modified hereby.

8. EMPLOYEES

City and School District employees authorized to partner in mutually agreed-upon activities under this Agreement shall be employees solely of their respective parties, and shall not be considered employees of the other party for any purpose including, but not limited to, salaries, wages, other compensation or fringe benefits, workers compensation, unemployment compensation, PERA, Social Security, liability insurance, keeping of personnel records, termination of employment, individual contracts or other contractual rights. All requests for training and curricular use of the City's natural resources educational materials and/or equipment by School District staff and students should be coordinated with City staff via the delegated Burnsville High School Administrator.

9. INSURANCE

The School District will provide and maintain during the term of this Agreement general liability and property insurance policies or coverage against claims for personal injury, death, or property damage occurring in connection with activities authorized by the School District. The City will provide and maintain during the term of this Agreement insurance coverage for its employees and for the City-owned equipment used in activities covered in this Agreement.

10. SUBCONTRACTING

Neither party shall enter into any subcontract for performance of any services contemplated under this Agreement without the prior approval of the other party and subject to such conditions and provisions as they may deem necessary.

11. NONDISCRIMINATION

During the performance of this Agreement, the parties agree to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

12. TERMINATION

This Agreement may be terminated with or without cause, following six (6) months written notice by either party. Upon termination, the capital assets considered "City-owned Equipment" (unless otherwise noted) will be retained by the City.

13. SURRENDER OF POSSESSION

The City agrees that at the expiration or cancellation of this Agreement, the City will yield up to the School District possession of the materials specifically purchased and provided for instructional purposes as part of the pilot.

14. NOTICES

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed via certified mail, return receipt requested, to the following addresses:

City of Burnsville
Attention: Ryan Peterson
City Engineer
100 Civic Center Parkway
Burnsville, MN 55337

Burnsville-Eagan-Savage School District 191
Attention: Lisa Rider
Executive Director of Business Services
Diamondhead Education Center
200 West Burnsville Parkway
Burnsville, MN 55337

15. WAIVER OF DEFAULT

Any waiver by either party of a default under the provisions of this Agreement by the other party will not operate or be construed as a waiver of a subsequent default.

16. INVALIDITY OF PROVISIONS

If any term or provision of this Agreement or any application hereof to any person or circumstance is to any extent found to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby and each term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

17. ENTIRE AGREEMENT

This instrument herein contains the entire and only Agreement between the parties and no oral statements or representations or prior written matter not contained in this instrument will have any force and effect. This Agreement cannot be modified in any way except by writing executed by both parties.

18. GOVERNING LAW

This Agreement will be governed exclusively by the provisions hereof and by the laws of the State of Minnesota, as the same from time to time exists.

CITY OF BURNSVILLE

By _____
Elizabeth Kautz, Mayor

_____ Date

By _____
Dana Hardie, Interim City Manager

_____ Date

BURNSVILLE-EAGAN-SAVAGE SCHOOL DISTRICT 191

By _____
_____, School Board Chair

_____ Date

By _____
_____, Superintendent



**Agenda V.B.
October 11, 2018**

To: Board of Education, Members

From: Cindy Amoroso, Superintendent

Date: October 4, 2018

Re: Acceptance of Superintendent Resignation/Retirement Letter

Recommendation: That the Board of Education accepts the resignation/retirement letter from Superintendent Cindy Amoroso effective June 30, 2019.



October 10, 2018

Burnsville-Eagan-Savage School District 191
Diamondhead Education Center
Attn: Chair Jim Schmid
200 West Burnsville Parkway
Burnsville, MN, 55337

Chair Schmid and Members of the Board of Education:

This letter is to inform you of my decision to retire at the end of this school year, June 30, 2019.

The timing of this decision has been in my family's plans for several years. In 2017, when Superintendent Gothard left the district, I felt strongly about the benefits of stable leadership and maintaining the momentum of Vision One91. I knew we had started meaningful change that would take several years to implement and deliver results.

With that in mind, I felt it was perfect timing when the Board offered me a two-year interim contract. I was happy to have the opportunity to continue the work we were doing and establish Vision One91 as the culture of this community.

In my time here, our staff and community members have taken on the challenges of a bold vision and we've come out stronger and better together. I feel incredibly blessed to be part of that work and to be part of the One91 community.

Even though I'm making this announcement now, I want to be clear that I'm not retiring today. I am committed to the work of District 191 and leading that work throughout my tenure. It's not in my nature to step back from what needs to be done. Our staff, community, and most importantly, our students deserve my full attention, and I promise that they will have it.

Thank you for the trust you've placed in me and for the opportunity to serve the One91 community.

Sincerely,

A handwritten signature in black ink, appearing to read "Cindy Amoroso", with a long horizontal flourish extending to the right.

Cindy Amoroso, Superintendent



Future Ready. Community Strong.

**Agenda VI.
October 11, 2018**

To: Board of Education, Members
Cindy Amoroso, Superintendent

From: Dave Watkins, Assistant Superintendent, Dr. Jenna Mitchler, Director of Curriculum, Instruction and Assessment, Stephanie White, Director of Student Support Services, and Dr. Connie Erickson, Student Information/Testing Coordinator

Date: October 4, 2018

Re: Northstar Rating System

Receive a report on the Northstar Rating System from Dave Watkins, Dr. Jenna Mitchler, Stephanie White, and Dr. Connie Erickson.



ONE91
Burnsville · Eagan · Savage



MN North Star Accountability Overview

Board of Education

October 11, 2018

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Future Ready. Community Strong.

Purpose

- Gain a foundational understanding of the North Star system and indicators
- Provide information about which schools have been identified for support and why
- Outline next steps

Agenda

- North Star Overview
- Schools Prioritized for Support
- Next Steps

North Star Accountability System

Identifies schools for support under the federal Every Student Succeeds Act (ESSA), as required for the state to receive its Title I funds from ESSA

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Identifies districts for support under the state's World's Best Workforce law



North Star Accountability System - ESSA Alignment

- **Replaces** No Child Left Behind (NCLB) & Minnesota's NCLB waiver
 - Multiple Measurements Rating (MMR)
 - Adequate Yearly Progress (AYP)
 - Annual Measurable Achievement Objectives (AMAO)

ESSA (federal) ⇒ WBWF(state) ⇒ North Star (MDE)

- **Uses several indicators grouped into three stages**

North Star Accountability System - Philosophy

Keep Indicators Separate and Simple



Remember: Prioritizing Schools and Districts for Support



Maintain Focus on Student Groups

- Racial and ethnic groups
- English learners
- Students eligible for free/reduced price lunch
- Students in special education

Accountability Indicators



Academic Achievement

The number of students at the “Meets Standards” or “Exceeds Standards” achievement levels divided by all students in tested grades. Calculated separately for **math** and **reading**.



Progress Toward English Language Proficiency

The average progress English learners made toward individual growth targets on the ACCESS for ELLs test.



Academic Progress

A score based on students’ achievement levels from one year to the next. Calculated separately for **math** and **reading**.



Graduation Rates

The percentage of students who graduated in four years and seven years.



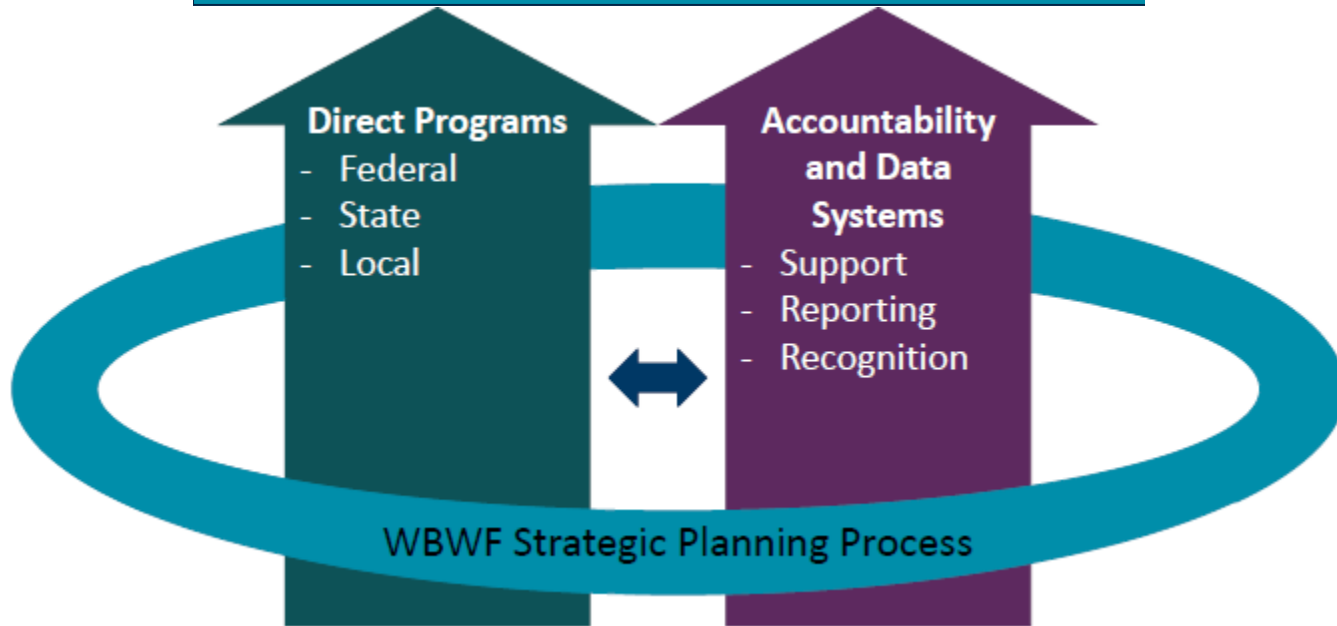
Consistent Attendance

The percentage of students attending more than 90 percent of the days they are enrolled.

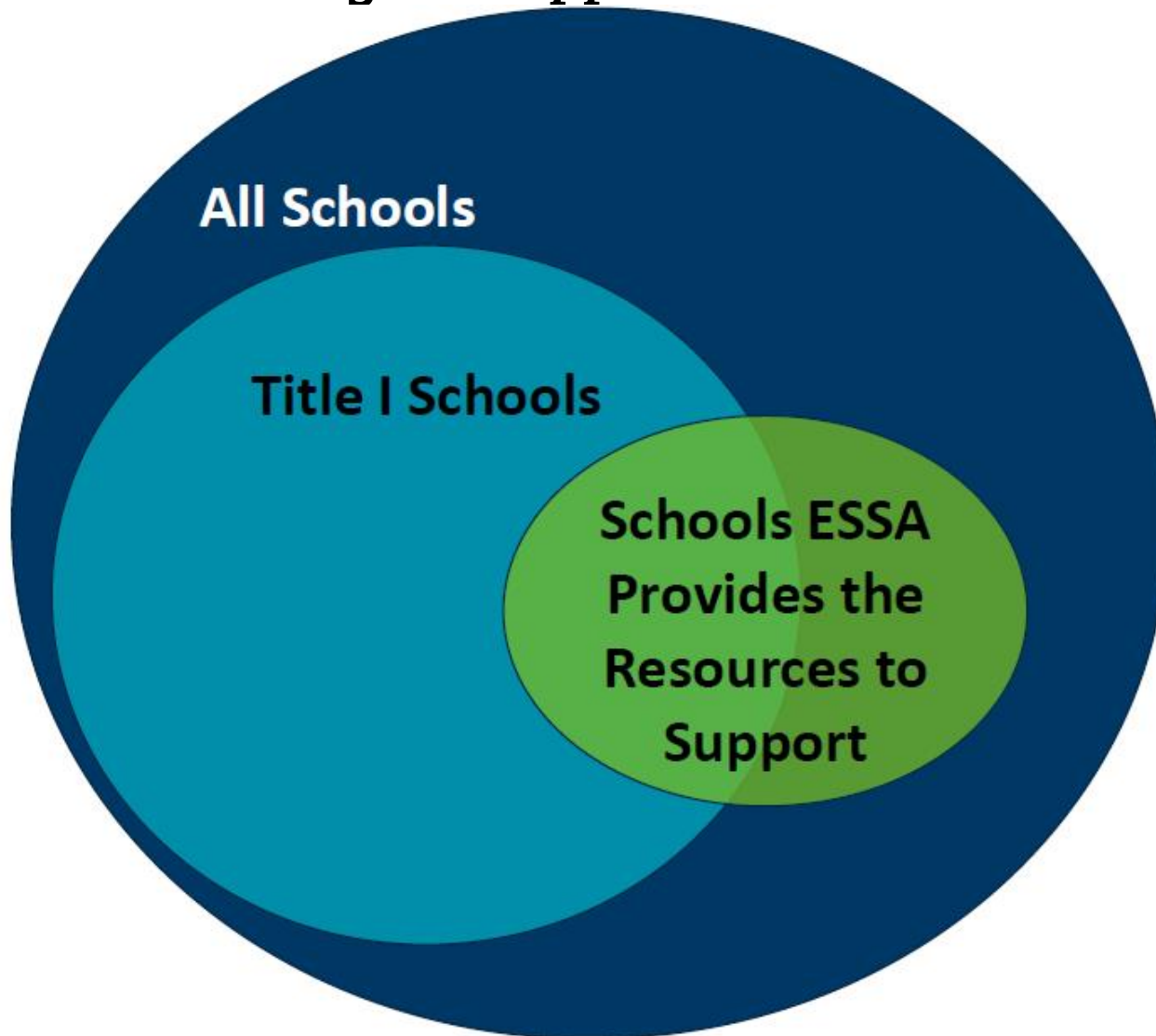
All schools working well for all students.

World's Best Workforce (WBWF) Goals

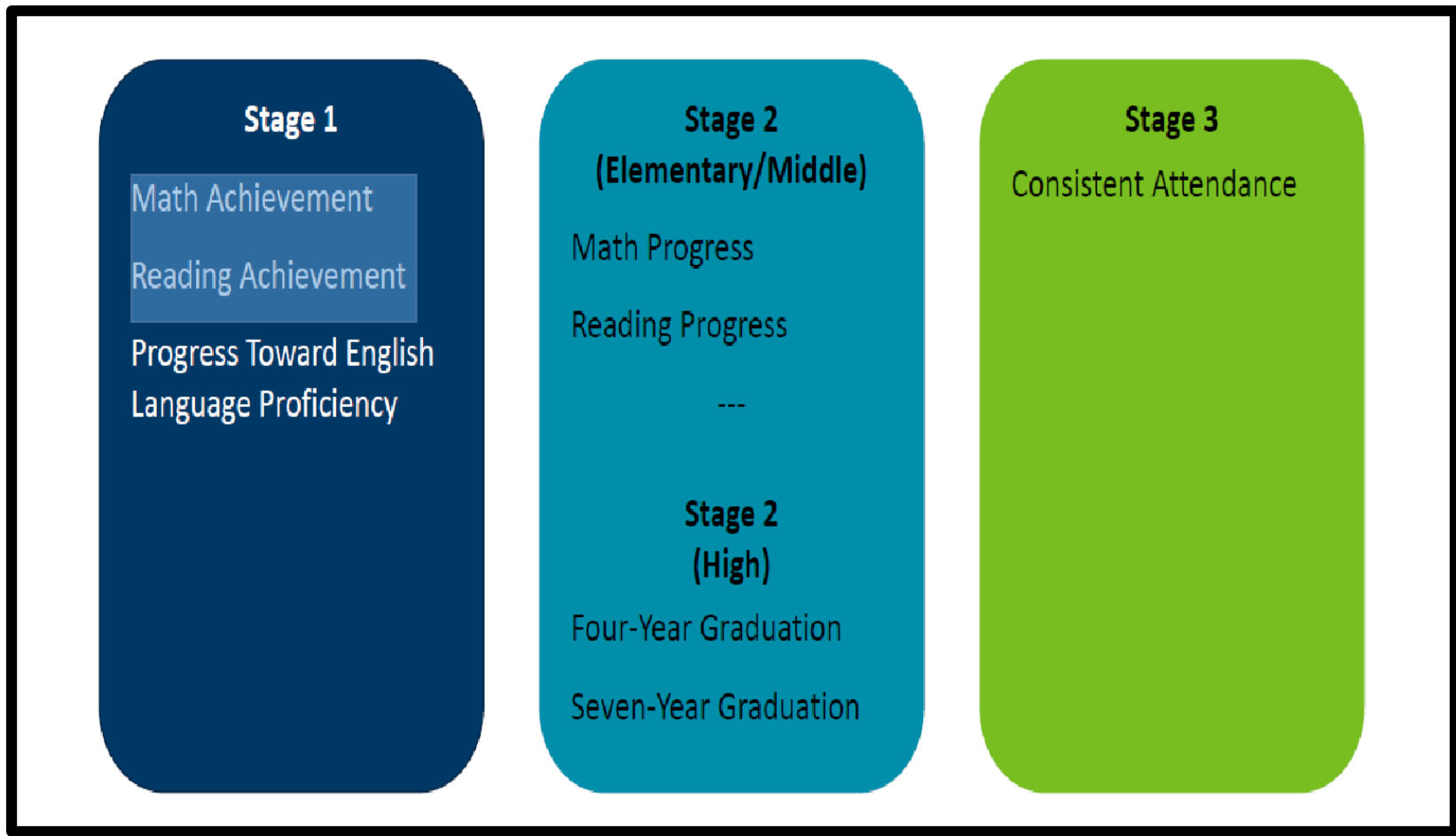
- All students ready for kindergarten.
- All students reading well by third grade.
- Close achievement gaps.
- All students career and college ready.
- All students graduate.



North Star - Prioritizing for Support



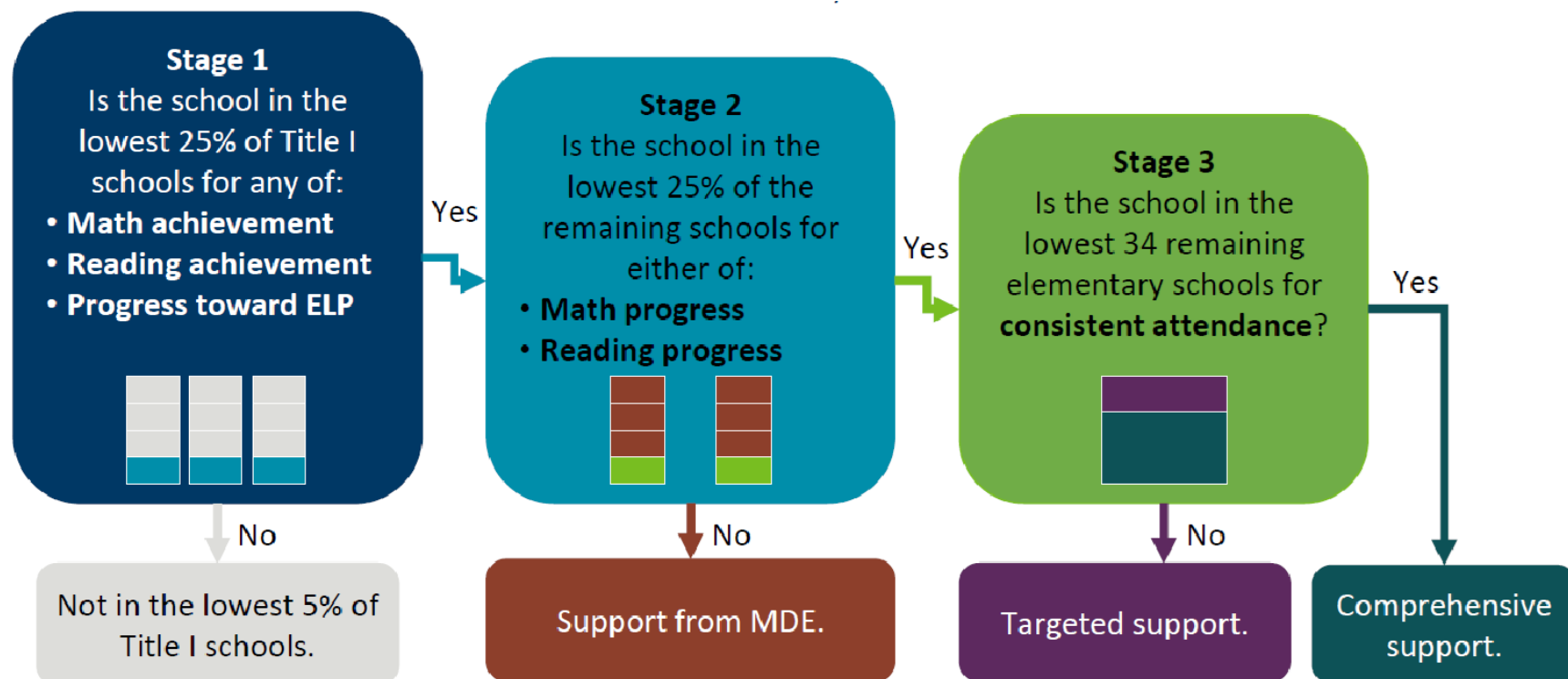
MDE Three-Stage Decision Process



Stage 1 began in 2017

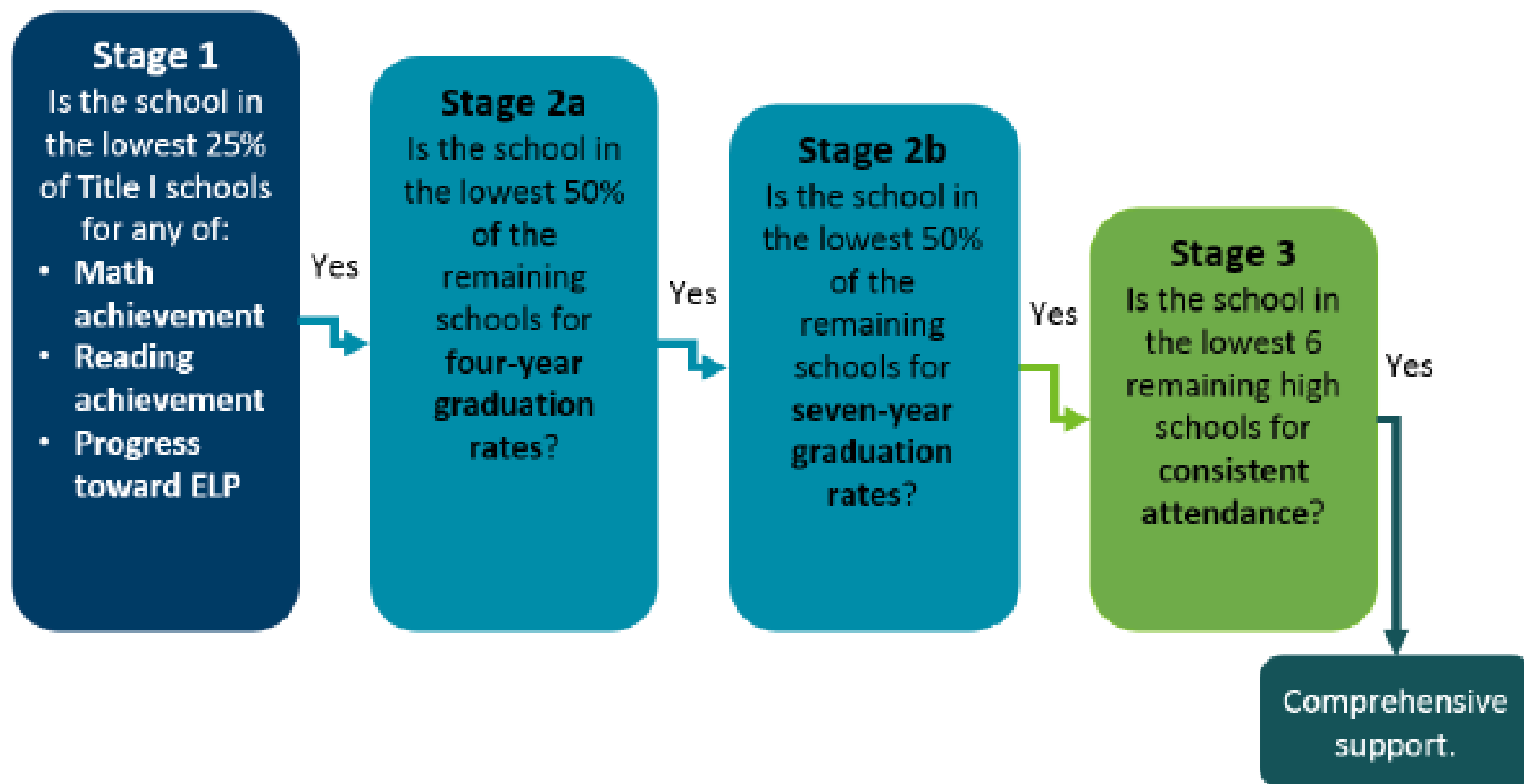
How MDE Identifies Elementary Schools for Support (same process for Middle Schools)

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How MDE Identifies High Schools for Support

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Relevant Student Inclusion Characteristics for Each Indicator

Indicator	Half an Academic Year	December 15	Accountability Window	Recently Arrived ELs	Former ELs Included in EL Group	Former Special Education Included in Special Education Group
Academic Achievement (Grades 3-8, 10, and 11)	Yes	Yes	Yes	Included in Year 3	Yes	Yes
Academic Progress (Grades 4-8)	Yes	Yes	Yes	Included in Year 2	Yes	Yes
Progress Toward English Language Proficiency (Grades 1-12)	Yes	Yes	Yes	No	No	No
Graduation Rate	See, "Dropout Rule"	No	No	No	No	No
Consistent Attendance (Grades 1-12)	Yes	No	No	No	No	No

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Categories of Support

Comprehensive Support

Ongoing onsite technical assistance from the Regional Centers of Excellence (RCEs).

All public high schools with a four-year graduation rate below 67% overall or for any student group.

The lowest 5% of Title I schools.

Support from MDE

Title I schools with overall performance below performance thresholds in Stage 1.

Targeted Support

Mostly district support, with professional development opportunities from the RCEs.

Schools where student groups perform below performance thresholds for at least one indicator in each stage, when either:

- The group's average over the last three years was below thresholds.
- The group was below thresholds in each of the last three years.

Title I schools with overall performance below performance thresholds in Stage 1 and Stage 2.



Burnsville District & 8 Schools identified for support under all 3 categories

Minnesota North Star Prioritizing Support

Level of Support	Reason for Identification	Eligibility	Type of Support	Counts in 2018 (Unduplicated)
District or Charter Support under World's Best Workforce (WBWF)	District or charter is in the lowest 10% statewide.	All districts and charters.	MDE cross-functional teams provide direct support to districts and charters.	33 districts 17 charters
Comprehensive Support	High schools with four-year graduation rates below 67 percent overall or for any student group.	All public high schools	Receive ongoing, onsite support from the Regional Centers of Excellence.	152 high schools (5 are also in bottom 5%)
	The lowest performing five percent of Title I schools across all stages.	Title I schools only.		47 schools
Targeted Support	Schools where any student group is performing low across all stages.	All public schools.	Participate in professional development and networking opportunities with the Regional Centers of Excellence.	107 schools
	Title I schools that are low on Stage 1 and Stage 2 indicators.	Title I schools only.		50 schools
Support	Title I schools that are low on only Stage 1 indicators.	Title I schools only.	Receive MDE support through professional development and networking opportunities.	134 schools

Burnsville-Eagan-Savage District & Identified Schools



District or charter prioritized under WBWF
BURNSVILLE PUBLIC SCHOOL DISTRICT



School(s) prioritized for comprehensive support & improvement

BURNSVILLE ALTERNATIVE HIGH SCHOOL

BURNSVILLE HIGH SCHOOL

Schools prioritized for targeted support & improvement

EDWARD NEILL ELEMENTARY

SIOUX TRAIL ELEMENTARY

SKY OAKS ELEMENTARY

Schools prioritized for support

VISTA VIEW ELEMENTARY

HIDDEN VALLEY ELEMENTARY

WILLIAM BYRNE ELEMENTARY

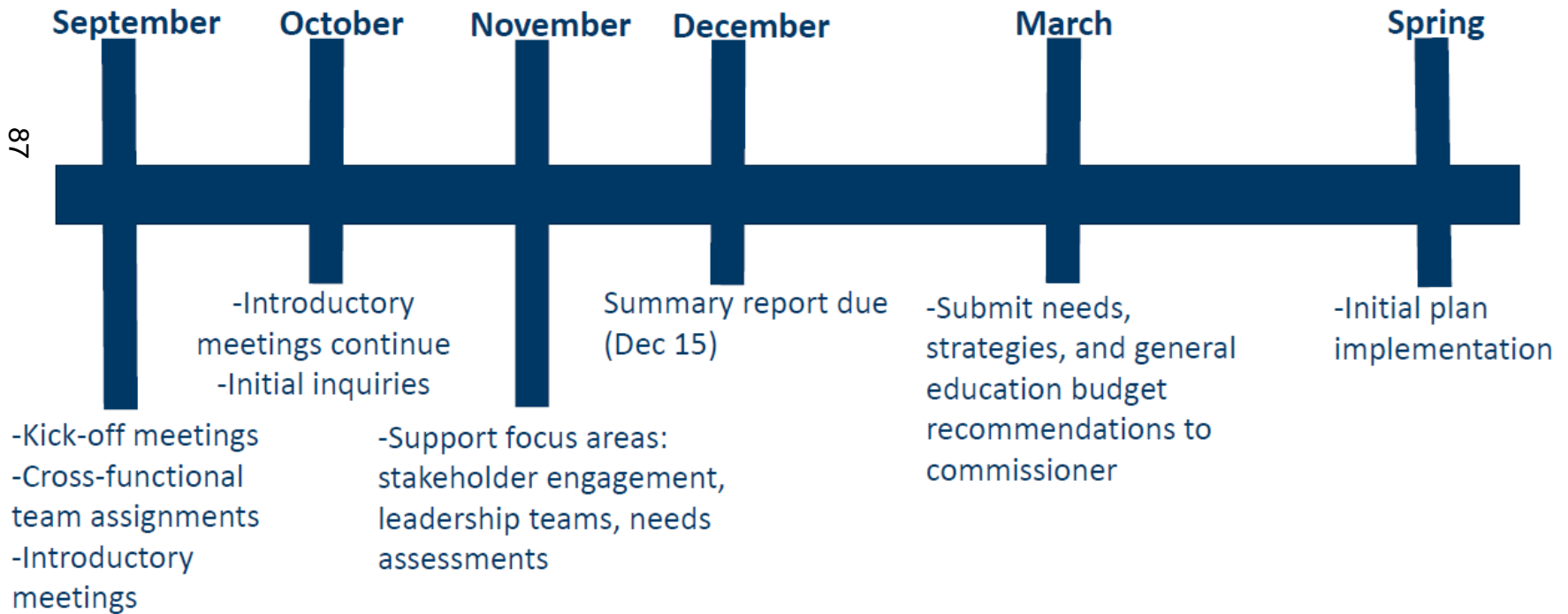






A Planning Year: 2018-2019 Timeline

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Next Steps for One91:

- **Strengthen Multi-Tiered Systems of Support (MTSS) Framework**
 - Leadership, Climate and Infrastructure
 - Linked Impact Teams
 - Academic and Social-Emotional Curriculum and Instruction
 - Data-Based Decision-Making Process
 - Measurement and Assessment
 - Family Involvement

**Done in Leadership Academy, New Staff Professional Development (PD), New Leader Cohort, District and Site PD for staff

Next Steps for One91:

- **School Improvement Plan (SIP)**

Audits

- Instructional practices in the classroom
- Alignment of practices to observation protocols and rubrics
- Explore what data we should be collecting to inform our work with students
- Engage in reflective conversations about instructional practices

Next Steps for One91:

- **Continuous Improvement Process**
 - Plan-Do-Study-Act



Thank You

Dr. Connie Erickson - cerickson@isd191.org

Stephanie White - swhite@isd191.org

Dr. Jenna Mitchler - jmitchler@isd191.org