



Future Ready. Community Strong.

Regular Meeting Agenda

Diamondhead Education Center
200 W. Burnsville Parkway
Burnsville, MN, 55337
September 12, 2019
6:30 PM

5:45 PM Board Listening Session with Directors Darcy Schatz and Jen Holweger	
I. Call to Order	
A. Welcome the Public	
B. Pledge of Allegiance	
II. Approval of Agenda	
III. Information	
A. Introduce New Student Board Representative	4
Presenter: Chair Abigail Alt	
B. Receive a Report on the New 5-Year Technology Plan	5
Presenter: Don Leake, Interim Director of Technology, and Rachel Gorton, Instructional Technology Coordinator	
C. Receive a Report on Summer Projects	42
Presenter: Glenn Simon, Director of Operations	
D. Report on Facilities Update	56
Presenter: Brian Gersich, Assistant Superintendent	
E. Student Representative	64
F. Superintendent	65
G. Board Members	66
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 Meeting Minutes	67
2. Approve Personnel Recommendation	74

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

3. Adopt a Resolution to Accept Donations	75
4. Receive a Report on the Listening Session	78
5. Approve No Changes to Policies 410: <i>Family and Medical Leave Policy</i> , 415: <i>Mandated Reporting of Maltreatment of Vulnerable Adults</i> ; and 514: <i>Bullying Prohibition Policy</i>	79
6. Approve Non Substantive Changes to Policy 414: <i>Mandated Reporting of Child Neglect or Physical or Sexual Abuse</i>	104
B. New Business	
1. Approve Ice Arena Lease with the City of Burnsville for the 2019-20 School Year Presenter: Lisa Rider, Executive Director of Business Services	113
2. Approve Agreement for Co-located Mental Health Services with Headway Emotional Health Services, Inc. for 2019-2020 Presenter: Stephanie White, Director of Student Support Services	142
3. Approve the Proposed Revisions and Re-Adopt the Unchanged Language in the 2019-2021 Master Agreement with the Burnsville District-Wide Administrators Presenter: Stacey Sovine, Executive Director of Human Resources	148
4. Approve Seasonal, Casual and Temporary Employee Rates of Pay for the 2019-2020 School Year Presenter: Stacey Sovine, Executive Director of Human Resources	162
5. Approve, on a First Reading Basis, Changes to Policy 419: <i>Tobacco-Free Environment Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices</i> Presenter: Stacey Sovine, Executive Director of Human Resources	164
6. Approve, on a First Reading Basis, Changes to Policy 503: <i>Student Attendance</i> Presenter: Brian Gersich, Assistant Superintendent	169
7. Approve, on a First Reading Basis, Changes to Policy 906: <i>Community Notification of Sex Offenders</i> Presenter: Aaron Tinklenberg, Director of Communications	177
V. Adjourn to a Workshop on the State Demographer Report Presenter: Lisa Rider, Executive Director of Business Services, and Megan Dayton, Senior Demographer Services	183
VI. Adjourn to a Closed Session, as Permitted by Minnesota Statute §13D.03, to Discuss ISD 191's Labor Negotiation Strategy	

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**Agenda III.A.
September 12, 2019**

To: Board of Education
Dr. Theresa Battle, Superintendent

From: Chair Abigail Alt

Date: September 10, 2019

Re: Introduce New Student Board Representative

Introduce new student Board Representative Yodahit Philipos.



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**Agenda III.B.
September 12, 2019**

To: Board of Education
Dr. Theresa Battle, Superintendent

From: Don Leake, Interim Director of Technology, and Rachel Gorton, Instructional
Technology Coordinator

Date: September 5, 2019

Re: New 5-Year Technology Plan

Receive a report on the New 5-Year Technology Plan.



Photo Credit: Sabrina Dahl



Photo Credit: Mary Casserly-Smith

ONE91

Burnsville · Eagan · Savage



Photo Credit: Lisa Christen

Future Ready

Technology Plan Board Report

September 12, 2019

Future Ready. Community Strong.



District **One91** District 191 Strategic Roadmap 2015-2020

OUR MISSION

Each Student. Future Ready. Community Strong.

CORE VALUES

- Expectations:** I will set a high bar for myself and others in learning, behavior, commitment to do one's best and service to others and community.
- Respect:** I will honor the uniqueness of myself and others
- Integrity:** I will do the right thing, even when no one is looking
- Partnership:** I will engage in relationships and action which empowers learning for ALL

STRATEGIC DIRECTIONS

- Close gaps and raise achievement for all students
- Create a culturally proficient school system
- Maximize resources for optimal student learning
- Increase the capacity for partnership with community

VISION 2020

ISD 191 will become the leading and preferred source of learning and education for its students and adult learners because we:

- Utilize technology for instruction to provide rigorous, personalized learning, and maximize operational systems.
- Serve the unique needs of our students, families and communities first and foremost.
- Provide relevant and engaging student learning and enrichment leading to college and career readiness for all.
- Develop innovative, attractive and aligned academic programs, support services and opportunities.
- Invest and engage in real partnership across those with differing interests, talents, assets and opportunities aligned with District mission and core values.
- Energize and leverage our community diversity in all forms as unique and valued assets for developing true real-world ready learners and citizens.
- Attract, value, retain and develop the very best employees in education and operations to serve our students and families.

Future Ready. Community Strong.



Our Technology Beliefs

- FUTURE READY includes the skills and knowledge our students need to thrive in our technology-rich world
- EVERY student deserves opportunities to learn about technology and use technology to aid in their learning
- STANDARDS and LEARNING drive the strategies and digital tools



2015-2018 Technology Plan

- 1:1 Student Device Implementation 4-12
- 2:1 Student Device Implementation K-3
- Schoology Learning Management System Implementation
- Digital Learning Resources
- Digital Learning Specialists K-5
- Digital Learning Courses 6-8
- Infrastructure

2019-2024: Continuing thoughtful innovation. . .



- 10 Provides a framework for how technology:
- continues to support our educational and operational goals
 - honors the community support of Vision One91 and the 10-year Technology Levy of 2015





Statement of Equity

The technology department is committed to our district goals of ensuring an equitable educational system and utilizing the CPSS (Cultural Proficient School System) framework to guide our work.

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This is evident in our vision, review, decision-making, budgeting, and implementation of technology.

We believe technology plays a critical role in creating equitable access to educational opportunities and resources for students.



Goal 1: Support our District's Academic Goals

Objective 1.1 Technology is embedded into curriculum, instruction, & assessment

Objective 1.2 Digital Citizenship and Digital Literacy skills are routinely taught and applied

Objective 1.3 Innovative learning opportunities are encouraged and supported





Goal 2: Support Instructional Equipment Standards



Objective 2.1 Develop district-wide instructional equipment standards

Objective 2.2 Develop coordinated inventory system

Objective 2.3 Evaluate and adjust resources and resource capabilities

Objective 2.4 Evaluate and adjust filtering



Goal 3: Provide & Support Professional Learning

Objective 3.1 Blended Learning Cohorts are continued and expanded

Objective 3.2 Develop and provide professional learning opportunities

Objective 3.3 Provide support for technology training for non-instructional staff

Objective 3.4 Provide increased training on data privacy and security for all staff



Goal 4: Utilize technology resources to increase parent and community engagement

Objective 4.1 Evaluate and increase parent access to key resources

Objective 4.2 Increase parent partnership for student digital health



Photo Credit: Maria Ruhland



Goal 5: Support Effective District Operational Technology

Objective 5.1 Develop coordinated staff procedures

Objective 5.2 Continue to integrate district-wide systems

Objective 5.3 Improve Data Security Practices

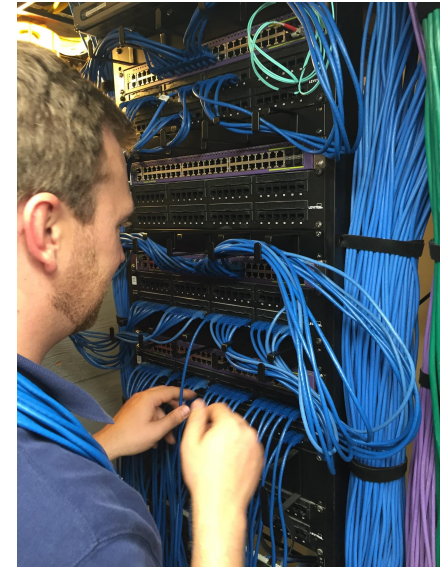
Objective 5.4 Develop district-wide operational equipment standards



Goal 6: Provide a Robust Districtwide Infrastructure

Objective 6.1 Maintenance and Improvement of Internet Infrastructure

Objective 6.2 Maintenance and Improvement of Services and Data Storage



18 Thank You!





District 191 Technology Plan for 2019-2024

District Mission

Each Student. Future Ready. Community Strong

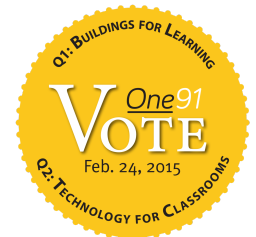
District Vision 2020

ISD 191 will become the leading and preferred source of learning and education for its students and adult learners because we:

- Utilize technology for instruction to provide rigorous, personalized learning, and maximize operational systems.
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- Develop innovative, attractive and aligned academic programs, support services, and opportunities
- Invest and engage in real partnership across those with differing interests, talents, assets and opportunities aligned with district mission and core values
- Energize and leverage our community diversity in all forms as unique and valued assets for developing true real-world-ready learners and citizens
- Attract, value, retain and develop the very best employees in education and operations to serve our students and families

Mission of 2019-2024 Technology Plan

This plan provides a framework for how technology will continue to support the educational and operational goals across the district and honors the community support of Vision One91 and the 10-year Technology Levy of 2015. Objectives and projects are updated on an annual basis.



Statement of Equity

The technology department is committed to our district goals of ensuring an equitable educational system and utilizing the CPSS (Cultural Proficient School System) framework to guide our work. This is evident in our vision, review, decision-making, budgeting, and implementation of technology. We believe technology plays a critical role in creating equitable access to educational opportunities and resources for students.

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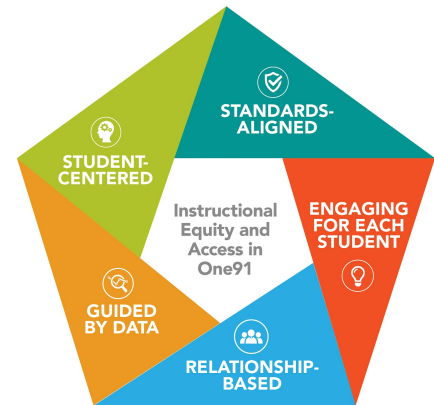
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Goal 1: Support our District’s Academic Goals

All academic goals are created in partnership with SISA and align to our instructional framework. Technology devices and digital resources are integrated into learning and used to enhance instructional content and strategies.

- Technology is available and used to support student-centered learning opportunities.
- Standards and learning objectives drive the use of technology.
- Technology equipment and resources create and support engaging experiences for students.
- Technology provides communication and collaboration opportunities to build community and partnership.
- Technology supports data collection and analysis for continuous improvement.



Objective 1.1 Technology is embedded into curriculum, instruction, & assessment

Annual projects are identified as part of collaborative planning with District Instructional Leadership including the SISA Department and principals.

Projects		Success Criteria
1	Continue implementation of K-5 Tech Literacy Recipe cards as a scaffold for effective use of student devices and digital resources	All K-5 classroom teachers use unit-based tech literacy recipe cards to effectively integrate technology with their instruction. Evidence of use is present through classroom walkthroughs and teacher and student interviews.
2	Develop K-5 writing tech integration scaffolds to utilize technology as part of the writing curriculum and instruction	Writing tech menu is created and shared with K-5 teachers. Menu lists direct connections with K-5 writing curriculum and technology use. Related learning opportunities are available for teachers. Evidence of use is present through classroom walkthroughs and teacher and student interviews.
3	Develop K-5 Math tech integration scaffolds to extend use and alignment of student devices and digital resources	K-5 Math scaffolds are created based around the grade level guarantees and are shared with K-5 teachers. Related learning opportunities are available for teachers. Evidence of use is present through classroom walkthroughs and teacher and student interviews.

4	Continue implementation of Schoology 6-12 through the use of updated Schoology commitments and continuation of Blended Learning Cohorts	6-12 Schoology use continues to increase by teachers and students as evidenced through usage analytics. Quality of Schoology use is evident through course review of organization, use of Schoology calendar (assignments, events) and presence of course materials. Success will be evident through walk-throughs, click-throughs, Schoology data analytics and teacher interviews.
5	Begin Schoology implementation for grades 4 and 5	4th and 5th grade Schoology Blended Learning Cohort will support approximately one-third of 4th and 5th grade teachers to begin using Schoology. Success for early implementation will be evident when Schoology use occurs in these classrooms for course organization, communication, and differentiation and is evident through classroom walk-throughs, click-throughs, Schoology data analytics and teacher interviews.
6	Support implementation of benchmark assessments through Schoology's AMP (assessment management platform)	Schoology AMP use continues for middle school ELA and expands to high school ELA and high school math. Evidence of CTs using AMP data to adjust instruction and curriculum teams using AMP data during quarterly data days. Evidence will be the creation of high-quality AMP assessments, related data, and curricular team interviews. (SISA monitored)
7	Continue development and articulation of K-5 DLS curriculum	DLS curriculum was originally created as a banded curriculum and is now moving to grade-specific. Success will be evidence of articulated curriculum that is consistently applied across elementary schools and evident through classroom walkthroughs. Data will include walk-throughs, click-throughs, team conversation, and teacher interviews.
8	Continue development of middle school Digital Literacy curriculum	6th and 7th grade Exploratory courses revised and implemented. Success will be consistent implementation with evidence through walk-throughs, click-throughs, and interviews. 8th grade Trends in the Digital Age units revamped and implemented. Drone unit completed. Evidence of success will be through

		walk-throughs, click-throughs, and teacher interviews and student survey.
9	Revised K-8 Coding / Computer Science Scope and Sequence	Related to previous two objectives: complete revised K-8 Scope and Sequence for coding / computer science across elementary Digital Learning and middle school Digital Literacy. Roll out will be over two years. Evidence of success will be the implementation of the new scope and sequence.
10	Support implementation of new curricular materials. 2019-2020: K-5 Writing: Being a Writer EL Newcomer Curriculum: National Geographic Secondary math: Envision: Realize Easy Bridge	For 2019-2020 there are three major curriculum adoptions. While the bulk of the work is in the SISA Department, Tech supports online access, rostering, and troubleshooting for these new programs and materials. Success will be teacher and student access to these programs in the most simplified way possible based on the technical specifications of each program and our systems.
11	Begin research of NGSS/MN Science standards and technology integration.	Implementation of 6-12 NGSS/MN Science standards will be in 2020-2021. Work with SISA and science teachers to learn about the new standards and begin planning aligned technology tools, resources, and strategies. K-5 Implementation will be in 2021-2022. Identify possible technology scaffolds.
12	Support SISA in curriculum development process for World Languages	Partnerships with SISA and world language teachers as they move through the curriculum process including adoption of new resources which will likely have a significant online component. Success will be a decision based on the curriculum process and supported by our technology systems ready for implementation in fall 2020.
13	Support technology integration specifically related to AVID strategies	In conjunction with district AVID leadership, identify and plan for digital priorities (etc. e-binders, marking the text, and/or close read strategies) using digital resources and tools.

Objective 1.2 Digital Citizenship and Digital Literacy skills are routinely taught and applied

Digital Citizenship projects are identified as part of collaborative planning with District Instructional Leadership including the SISA Department and principals.

Projects		Success Criteria
1	Partner with building principals, staff and SISA to continue building a culture of responsibility and care by embedding digital citizenship into all grade levels	<p>Complete revision of K-12 Digital Citizenship scope and sequence which includes specific information on what lessons/concepts are taught at each grade and in which class.</p> <p>K-5 Digital Learning refinement of curriculum to increase digital citizenship. Increase K-5 classroom teacher awareness of Digital Citizenship basics through grade-specific information on what DLS teach.</p> <p>Increase visual representation in K-5 of digital citizenship through posters and PBIS rubrics</p> <p>Middle School instruction through Digital Literacy and Advisory classes. Schoolwide emphasis at beginning of school year and throughout specifically related to Chromebook care and responsible use.</p> <p>Introduce language and concept of Digital Health and Wellness in K-5 Digital Learning and 6-8 Digital Literacy classes.</p> <p>See also Goal 4: Parent and Family Involvement</p>
2	Achieve Common Sense Media Schools Certification for all elementary and middle schools	<p>All 13 elementary and middle schools will become Common Sense Media Schools by end of 2019-2020 school year.</p> <p>CSM Certification status is shared with parents and community through the district website, school pages, and/or school newsletters</p> <p>Elementary point people: DLS Middle School point people: Media Specialists</p>

Objective 1.3 Innovative learning opportunities are encouraged and supported

Innovative learning projects are identified as part of collaborative planning with District Instructional Leadership including the SISA Department and principals. These projects are often in trial or pilot phases and are designed to evaluate new technology uses.

Projects		Success Criteria
1	Continue implementation of K-8 Makerspaces to provide engaging opportunities for student exploration and creativity	Makerspaces are fully operational in all 13 schools including an identified coordinator or coordinating team. Makerspace environment is used to teach and reinforce positive individual and team skills. Makerspace visits will show evidence of social and academic objectives being practiced.
2	Support the implementation of hybrid courses at high school (SISA, BHS)	Hybrid courses are implemented and technology issues are quickly addressed and resolved. Evidence of success will include interviews with teachers, students, and parents. Data analysis will include comparisons from previous traditional classes and hybrid model to evaluate effectiveness and needed adjustments.
3	Support district goal of implementing e-Learning days for weather related closures	Flexible Learning Plan is finalized and ready to implement as needed. If called, support is successful on the specific day and feedback is gathered for continuous improvement.
4	Investigate utilization of Schoology for 4th and 5th grade math intervention and enrichment opportunities.	Partner with a few teachers to create proof of concept resources and test out with students. Gather data and feedback to evaluate for larger implementation possibilities.
5	Begin investigation of K-5 adaptive math programs for intervention (SISA)	Evaluate current practices and programs used for adaptive math. Research options, programs used in other districts, outcomes and effectiveness. Create recommendations for next steps.
6	Identify and develop next high-interest, hands-on unit for 6-8 Trends in the Digital Age Class	Implementation in 2019-2020 of new Drone Programming and Racing Unit. Identify next unit to be developed for 2020-2021.
7	Host annual Family Code Night	Success hosting of Family Code Night in December 2019 to highlight district's computer science curriculum opportunities.

Goal 2: Support Instructional Equipment Standards

All classrooms and instructional spaces will be equipped based on district-wide standards for student devices, software/online digital resources, filtering and classroom device management, classroom equipment, teacher and staff devices, and other technology.

Objective 2.1 Develop district-wide instructional equipment standards

Projects		Success Criteria
1	Annual evaluation, maintenance, and adjustment of student Chromebook fleet across the district	Inventory of current age and status of Chromebooks is completed. Purchasing decisions are made based on data and Chromebook Replacement Plan.
2	Increase charging options for student devices at the middle and high schools.	Additional charging options are provided for each middle school and BHS Evaluate use of locker charging stations at BHS. Increase available charging lockers with additional locations as needed. Evaluate option of choosing 1 subject all students have (ex: Social Studies) and equipping rooms with charging options.
3	Develop plan and recommendation for projection and interactive classroom systems including decision on interactive whiteboards	Current technology options for projection are evaluated and summarized with a recommendation for 2020-2021
4	Plan out and begin implementation of the transition to dedicated desktop in each instructional space which will remain in the classroom. Teacher mobility will be provided via Chromebooks.	Plan created and begin move to classroom desktops in each instructional space. Long-term replacement plan in place.
5	Examine needs of special teachers for Special Education, Elementary Specialists, and EL related to technology needs above and beyond standards. Create replacement plan.	Plan is created which includes replacement cycles and budgets.
6	Ongoing partnership with PLTW, HS Business, HS Multimedia, and HS Computer Programming to ensure labs are updated and maintained	Process for annual evaluation of software, applications, hardware and peripherals needed for specialty classes is finalized and implemented.

Objective 2.2 Develop coordinated inventory system

Projects		Success Criteria
1	Utilize Follett Resource Manager for inventory process for equipment checked out to individual students or staff	All laptops, desktops, Chromebooks and other mobile devices which are issued to a staff member or students are added to and checked out through Follett Resource Manager.
2	Standardize annual inventory system for elementary classroom technology	Refine and adjust inventory process for elementary classroom technology to ensure accurate inventory and management of devices.

Objective 2.3 Evaluate and adjust resources and resource capabilities

Projects		Success Criteria
1	Evaluate and decide on staff ability to print from Chromebooks	Decision and/or Implementation of ability to print from staff Chromebooks.
2	Implement Securly Classroom (Tech Pilot) to allow teacher control and monitoring of internet use in class	Expanded rollout based on pilot in spring 2019. Troubleshoot known and new issues to ensure ease of use and consistency. Creation of guidelines / look for document for principals, BLT to ensure use is consistent with classroom collaboration and teacher interaction
3	Ongoing assessment of digital resources and tools for usage, alignment to district goals, and effectiveness	Complete annual Digital Learning Resource Review with usage data, evaluation, and recommendation for next year.
4	Evaluate and possible implementation of Office 365 to reduce the need for machine-based Microsoft Office	Evaluation complete with decision. Plan and timeline in place if implementation is decided.

Objective 2.4 Evaluate and adjust filtering

Projects		Success Criteria
1	Increase filtering committee membership and meetings to review and adjust filtering levels by grade or grade band	Established and organized filtering committee meets on a regular basis and evaluates and decides on filtering recommendations.
2	Increase communication and information regarding filtering process	Communication plan for teachers and parents regarding how and what we filter and ways to provide recommendations and feedback.

Goal 3: Provide and Support Professional Learning

Ongoing training and professional learning is required to effectively implement and use instructional and operational equipment and resources. Professional Learning goals are created in partnership with the Professional Development Committee and district departments.

Objective 3.1 Blended Learning Cohorts are continued and expanded

The Blended Learning Cohorts are our primary method of professional development for technology integration to support teachers in effectively utilizing technology for learning.

Projects		Success Criteria
1	Continue the Blended Learning Cohort as a foundation for effective use of technology devices and digital resources (6-12)	Effective cohort provides professional development for secondary teachers in early stages of technology integration. Instructional practices shift as a result of cohort.
2	Develop an Advanced Cohort focused on student-centered, high-engagement instruction (6-12)	Advanced cohort focused on personalized learning supports 6-12 teachers in continuing to change instructional practices utilizing technology.
3	Create elementary cohort(s) to address the unique needs of the elementary environment using Schoology and other digital resources	Cohorts are successful in providing professional learning opportunities for elementary teachers to effectively utilize available technology and resources.

Objective 3.2 Develop and provide professional learning opportunities

Additional professional learning opportunities are available for teachers and administrators including varied methods of delivery including traditional face-to-face, online, on-demand, and hybrid.

Projects		Success Criteria
1	Increase communication and training for instructional staff to fully utilize digital resources available to students and teachers	Success will be evidence of an increase in teachers who are familiar with district supported resources which are part of the SSO. An increase of teachers and students who are utilizing the resources as evidenced by usage data.
2	Work with Professional Development Committee to support innovative and personalized	In conjunction with curriculum and program development, work with SISA coordinators to embed technology training specifically around

	professional learning plans for teachers related to technology embedded in content areas	<p>programs or technologies unique to specific curricular areas.</p> <p>2019-2020: 6-12 Math: new online curriculum pieces 6-12 Science: NGSS investigation K-5 Writing: Steering Committee and tech menu</p>
3	Provide additional training on-ramps for teachers needing additional support in Schoology	<p>Schoology drop-in sessions will be available each semester to teachers needing additional support</p> <p>Support building-led Schoology professional development</p>
4	Work with New Teacher PD Team to support training and information sharing for new teachers	Success will be evident when new teachers are informed and aware of the resources available to them and know how to access additional help, including tech support.
5	Coordinate with SISA and Professional Development Committee to create the first phase of online, on demand professional learning	Success will be the launch of a limited number of online courses based on district priorities. These will be created and delivered through Schoology.
6	Support growth of teachers by encouraging teachers to present at local conferences.	Teachers who have completed the Blended Learning Cohort or have become leaders in technology at their buildings will be encouraged to submit proposals to speak at conferences. Success will be evident when we see additional teachers moving into this growth opportunity.
7	Coordinate investigation of ISTE's Certification program through an early implementation group	Success will be when a small group of teachers completes the ISTE Certification program. They will provide feedback on alignment to district goals and value of learning.
8	Provide opportunities for teachers to attend local professional conferences or summits.	Attendance at local conferences will be part of the Blended Learning Cohort and efforts to develop additional Teacher Leaders at each school.

Objective 3.3 Provide support for technology training for non-instructional staff

Projects		Success Criteria
1	Partner with district departments on technology training and implementation.	Provide support for department initiatives.

Objective 3.4 Provide increased training on data privacy and security for all staff

Projects		Success Criteria
1	Utilize COSN's TLE program with goal of district-wide certification	Completion of Leadership Practice section 1 See 5.3.1.
2	Utilize Safe Schools training to provide password and email security for all staff	Mandatory online training modules for all staff regarding password security and email security. This training will be new in fall 2019 and will continue annually.
3	Develop and monitor annual data privacy training for all staff	Use of district policy to provide annual information around student data privacy requirements. See 5.3.

Goal 4: Utilize technology resources to increase parent and community engagement.

Working with the Communications Department, strengthen communications about the district’s use of technology and create streamlined access to district resources. Technology is used to communicate effectively with parents and the community.

Objective 4.1 Evaluate and increase parent access to key resources

Projects		Success Criteria
1	Investigate options for a Parent Resource Portal to streamline and simplify access to district resources such as Synergy, Schoology and Naviance	Investigation and recommendation created for one-stop parent access to varied district resources.
2	In coordination with Communications Department, administer home internet access survey and analyze results for continued support needs	Success is the inclusion of and results from a survey or surveys which tell us at-home internet access information for students 6-12.
3	Work with K-5 building administration to provide tech connect nights at buildings to provide support for parents and students to access resources on their own devices.	Collaboration with elementary building administration to provide parent resources.

Objective 4.2 Increase parent partnership for student digital health

Projects		Success Criteria
1	Provide additional parent education and guidance on Digital Health and care and responsible use of district-owned devices	Collaboration with middle school building administration to provide parent information sessions during 2019-2020.
2	Examine parent opportunities for monitoring and control of filtering on student devices using Securly Parent.	Investigation complete and recommendation of district’s role in at-home filtering decisions and support.

Goal 5: Support Effective District Operational Technology

The technology department will support and guide the effective use of technology in all district departments including:

- Data integration(not a department)
- Human Resources
- Finance
- Transportation
- Community Education
- Operations
- Food service
- SISA
- Enrollment
- Special Education

Objective 5.1 Develop coordinated staff procedures

Procedures related to technology onboarding, accounts and access, end-of-year, end of employment.

Projects		Success Criteria
1	With HR: Create and implement a coordinated process for new teachers and new staff technology equipment acquisition and access to online resources and system log-ins (ex: Skyward)	New staff have devices and access to systems prior to the first day of new teacher workshop.
2	With HR: Create and implement a coordinated process for exiting teacher and staff technology equipment return and removal of online resource access and accessibility to system log-ins (ex: Skyward access still needed for employees to access pay info)	Communication strategy and timeline for removal of non-renewed staff from district systems and return of district devices as part of end of year checkout.
3	Review and implement data access accounts and permissions guidelines	Guidelines created and approved.

Objective 5.2 Continue to integrate district-wide systems

Projects		Success Criteria
1	With Food Service: Move PCS to hosted solution	Completion by Food Service 2019-20
2	With SISA: Assist in the implementation and use of Protraxx, Viewpoint (data analytics), and Progress Monitoring Software implementation (FastBridge)	Provide Tech support for new program implementations.

3	Complete integration with Skyward and Laserfiche districtwide	Provide Tech support for new program implementations.
4	With Principals/Others: Finalize Synergy/Schoology Gradebook alignment and standardize.	Provide Tech support for new program implementations.
5	Implementation of SSO (single sign-on) for Synergy (StudentVue and TeacherVue)	Provide Tech support for new program implementations.
6	Implementation of SSO (single sign-on) for Naviance (teachers)	Pending continuation of Naviance.
7	Explore the need for an IT Systems Integration Specialist position.	Complete a needs assessment based on the expanded use of tech systems requiring data integration across systems. Manage computer imaging and software updates, etc.

Objective 5.3 Improve Data Security Practices

The COSN TLE Certification is a system-wide approach to ensure we have strong and measurable processes for secure student data privacy. There are 5 areas of the framework including Leadership, Business, Data Security, Professional Development, and Classroom practice. This provides the framework for continuous improvement of our data security practices.

Projects		Success Criteria
1	Implement staff requirements for mandatory password reset requirements including increased complexity of passwords	System is set up to automatically push out password reset requirements. Communication to all staff Password change processes become standard procedures.
2	Utilize the TLE Framework and process to evaluate and improve district practices around privacy of student data	Collect evidence of aligned practices around student data privacy.
3	Complete COSN TLE Leadership Practice 1: The deliberations and decisions of school system leaders reflect an understanding of data privacy and security.	Establish and show evidence of leadership practice 1 ensuring the school system leaders reflect an understanding of data privacy and security

4	Complete COSN TLE Leadership Practice 2: The school system has up to date policies and regulations addressing data privacy compliance requirements.	Review and update data policies and regulations addressing data privacy compliance requirements (leadership practice 2).
5	Complete COSN TLE Leadership Practice 3: The school system's policies and regulations set clear expectations for the protection of student data privacy and security, as well as the transparent use of data.	Evaluate and Improve policies and regulations to set clear expectations for the protection of student data privacy and security (leadership practice 3)
6	Complete COSN TLE Leadership Practice 5: School system leaders provide transparent, updated and accessible communications regarding the collection, management and use of student data to their community.	Evaluate current practices and adjust communications (as needed) to community regarding the collection, management and use of student data (leadership practice 5)

Objective 5.4 Develop district-wide operational equipment standards

Projects		Success Criteria
1	Cell phones	Develop cell phone protocols and processes for devices, users, and vendors.
2	In partnership with Community Education, improve DEC presentation space technology useability	Improvements made to how the DEC presentation spaces function to increase consistency and decrease the need for tech support.

Goal 6: Provide a Robust Districtwide Infrastructure

Basic communications infrastructure will be planned, supported, monitored, and upgraded for maximum adequacy, reliability, and security. Regular external security audits will be conducted.

<ul style="list-style-type: none"> • Network and network monitoring • Switches, firewall, filter • Wireless infrastructure • Servers, data storage 	<ul style="list-style-type: none"> • WAN/INET • Internet • Classroom equipment • Job ticketing system
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Objective 6.1 Maintenance and Improvement of Internet Infrastructure

Tasks		Completion Timeline
1	Comcast fiber implementation	Summer 2019
2	Fully implement/expand Extreme Network Netsight - wireless and servers	Ongoing thru 2024
3	Replace Edge switches	Summer 2019
4	Replace Server/SAN with Hyper-converged system increasing usable memory.	Summer 2019
5	Ongoing evaluation and adjustments to internet capabilities	Upgrade/update as new technologies become available
6	Evaluation of extending WIFI access to fields and outdoor educational areas	2023-24
7	Develop system software update calendar.	Calendar created, approved, and shared. Fall 2019.
8	Replace Operation's Servers	Summer 2020
9	Replace Border switches	Summer 2020
10	Replace WAPS at BHS and DH	2020-21
11	Replace WAPS at MS, RREC, BAHS	2021-22
12	Replace/Upgrade Firewall	2022-23
13	Replace WAPS at Elem	½ 2023-24 ½ 2024-25

Objective 6.2 Maintenance and Improvement of Services and Data Storage

Tasks		Success Criteria
1	Replace/enlarge Storage Area Network	July 2019
2	Define standard and supported peripherals, aligned to facilities and maintenance improvements	Ongoing thru 2024

Yearly IT budget Plan FY 20- FY 24

1. 2019-20

TECH REFERENDUM (Adopted)	
INSTRUCT TECH - INSTR COMP SOFTWARE	\$393,568
INSTRUCT TECH - DIRECT INSTR DEVICES	\$866,400
INFRASTRUCTURE	\$367,421
REVENUE (ERATE)	-\$150,291
	\$ 1,477,097.72
PROF DEVELOPMENT - LIC INSTR - OTHER	\$167,720
TECH DEPARTMENT SALARIES	\$1,245,160
REFERENDUM BUDGET	\$2,889,978
CAPITAL FUND	
ADMIN TECH SERVICES DATA PROC SERV	\$372,785
INSTRUCT TECHNOLOGY TECH EQUIPMENT	\$227,433
CAPITAL FUND BUDGET	\$600,218
GENERAL FUND	
ADMIN TECH SERVICES	\$543,261
OPERATIONS COMMUNICATION SERV	\$88,800
PROF DEVELOPMENT	\$32,000
GENERAL FUND BUDGET	\$664,061
DLS	
DLS Salaries	\$936,844

2. Projected 2020-21 (Ref Year 5)

TECH REFERENDUM	
INSTRUCT TECH - INSTR COMP SOFTWARE	\$400,000
INSTRUCT TECH - DIRECT INSTR DEVICES	\$1,100,000
INFRASTRUCTURE	\$100,000
TOTAL	\$ 1,590,000
PROF DEVELOPMENT - LIC INSTR - OTHER	\$160,000
TECH DEPARTMENT SALARIES	\$1,330,000
REFERENDUM BUDGET	\$3,090,000
CAPITAL FUND	
ADMIN TECH SERVICES DATA PROC SERV	\$350,000
INSTRUCT TECHNOLOGY TECH EQUIPMENT	\$250,000
CAPITAL FUND BUDGET	\$600,000
GENERAL FUND	
ADMIN TECH SERVICES	\$540,000
OPERATIONS COMMUNICATION SERV	\$90,000
PROF DEVELOPMENT	\$35,000
GENERAL FUND BUDGET	\$665,000
DLS	
DLS Salaries	\$965,000

3. Projected 2021-22 (Ref Year 6)

<p>Tech Referendum:</p> <p>Instr. devices= \$970,000 Infrastructure= \$320,000 Instr. Software= \$420,000 PD= \$200,000 Salaries= \$1,390,000</p>	<p>\$3,300,000</p>
<p>Capital Fund:</p> <p>Admin Tech = \$350,000 Instr. Tech= \$250,000</p>	<p>\$600,000</p>
<p>General Fund</p> <p>Admin Tech Services = \$540,000 Operations Comm Serv. = \$90,000 PD = \$20,000</p>	<p>\$650,000</p>
<p>DLS Salaries</p>	<p>\$995,000</p>

4. Projected 22-23 (Ref Year 7)

<p>Tech Referendum:</p> <p>Instr. devices= \$1,030,000 Infrastructure= \$420,000 Instr. Software= \$420,000 PD= \$200,000 Salaries= \$1,430,000</p>	<p>\$3,500,000</p>
<p>Capital Fund:</p> <p>Admin Tech = \$350,000 Instr. Tech= \$250,000</p>	<p>\$600,000</p>
<p>General Fund</p> <p>Admin Tech Services = \$540,000 Operations Comm Serv. = \$90,000 PD = \$20,000</p>	<p>\$650,000</p>

DLS Salaries	\$1,025,000
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5. Projected 23-24 (Ref Year 8)

<p>Tech Referendum:</p> <p>Instr. devices= \$915,000 Infrastructure= \$650,000 Instr. Software= \$440,000 PD= \$220,000 Salaries= \$1,475,000</p>	\$3,700,000
<p>Capital Fund:</p> <p>Admin Tech = \$350,000 Instr. Tech= \$250,000</p>	\$600,000
<p>General Fund</p> <p>Admin Tech Services = \$540,000 Operations Comm Serv. = \$90,000 PD = \$20,000</p>	\$650,000
DLS Salaries	\$1,056,000



**Agenda III.C.
September 12, 2019**

To: Board of Education
Dr. Theresa Battle, Superintendent

From: Glenn Simon, Director of Operations

Date: September 5, 2019

Re: Summer Projects

Receive a report on Summer Projects.



ONE91
Burnsville · Eagan · Savage



2019 Summer Projects

Future Ready. Community Strong.

Burnsville High School

Tennis courts were re-constructed and new LED lighting was installed.



Burnsville High School

The varsity baseball field backstop was reconstructed to prevent foul balls from going into the tennis courts.



Nicollet Middle School

Tennis Courts were re-constructed.



Diamondhead Education Center

New Elevator



Diamondhead Education Center

Re-modeled old screening area to be the new Enrollment Center in the Lower Level.



Eagle Ridge Middle School

Loading Dock Rehabilitation of concrete and New ADA railings



Hidden Valley Elementary

New siding on the mechanical room.

50



Gideon Pond Elementary

Kitchen updates and Remodeled Restroom to be ADA Compliant



Sioux Trail Elementary

Walk-in Cooler & Freezer Replacement
Remodel restroom to be ADA compliant



Sky Oaks

New entry to the cafeteria.



Metcalfe Middle School

New Fire Alarm System



Thank You!



Future Ready. Community Strong.

**Agenda III.D.
September 12, 2019**

To: Board of Education
Dr. Theresa Battle, Superintendent

From: Brian Gersich, Assistant Superintendent

Date: September 5, 2019

Re: Report on Facilities Update

Receive a report on the Facilities Study Process/Update.

Outline for Facilities Study Process/Update

September 12, 2019

General Update

In the spring of 2019, Superintendent of Schools Cindy Amoroso and the School Board of Burnsville-Eagan-Savage School District #191 commissioned an Organizational Analysis Study to ascertain the status of the School District, draw conclusions, and tender recommendations that were intended to enhance the effectiveness, efficiency, and cost/effectiveness of the organization. The conclusions of the study were presented to the Board and administrative team on July 8, 2019 and included multiple recommendations based on the study findings. In August, the Board was presented a summary after a review of the study by the administrative team, which included a description of the general process and timeline for next steps.

Since the August work session, there has been quite a bit of planning and preparation for this process. Specifically, we have finalized the contract with the consultant, Roger Worner, who was also the author of the original facilities study. The purpose of that contract is to support the process for identifying school sites for possible closure. We have also worked with the consultant to ensure the process matches the core values for the Board and administration, specifically related to maximizing voice and engagement from multiple perspectives in our community. The purpose of this update is to provide the Board and public with a more concrete description of the process and timeline that will be used to present a final recommendation to the Board.

Previous Board Meeting Documents

- Decision Making Framework (attached)
- Guiding Change (attached)

Teams and Stakeholder Voice Defined

Options Teams:

- Admin. Team - Principals and District Administration
- Design Team - Principals with “Delegate” stakeholders (Ambassadors Model)

Stakeholder Voice:

- Cluster Focus Groups (3 - 1 per Middle School site)
- Other Focus Groups (3)
- Site/Building with Staff (internal)
- Other community events / input opportunities (internal)

Tentative Agenda for Focus Groups

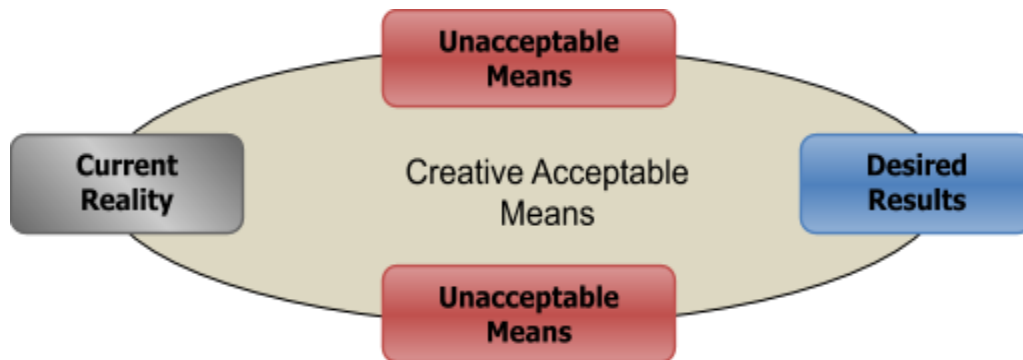
- Presentation from consultant
- Individual feedback form
 - Feedback on need to close sites
 - Feedback on criteria that should be used to make decisions
- Tabletop discussions (World Cafe)
 - Other discussion related to recommendations
 - General fears / feelings about the change

Timeline

Framework for timeline was developed by Roger Worner, actual dates and times agreed upon by the admin. team. See attachment.

GUIDING CHANGE DOCUMENT

Facilities Planning 2019



Driving Question: *What should ISD 191 consider when vetting the recommendations of the Facilities Study including closing two elementary schools, closing one middle school, selling the Diamondhead Education Center and reconfiguring the elementary schools from PK-5 to PK-2 and 3-5?*

Current Reality	Unacceptable Means	Desired Results
<p>The following realities necessitate discussion of closing one or more school sites, reconfiguring elementaries, selling Diamondhead, other:</p> <ul style="list-style-type: none"> • Underutilized spaces, building size and space use inefficient • Declining enrollment and out migration (net negative open enrollment), multiple year pattern • Negative perceptions of school quality and climate, unmet student needs and results • Inefficient staffing model • Budget shortfall, multiple year pattern • Have not redone boundaries in 20 plus years • Proximity of schools to each other - some really close • Growth in households without school-aged children 	<p>It will be unacceptable to:</p> <ul style="list-style-type: none"> • Create inequities • Create racially & Socioeconomic Status identifiable schools • Have specific groups who feel targeted • Create geographic imbalances or inequities (some with neighborhood school, others without) • Compromise student learning and opportunities • Make decisions in isolation or without stakeholder input • Prioritize anything ahead of students • Not look at all options, within & beyond the report • Not go into our community to gain feedback and to educate (community spaces, Mosques, multiple cities, etc.) • Only listen to the advantaged (need to balance power and voice) • Fail to keep a reasonable timeline for decisions and implementation • Increase financial instability • To do nothing • Perpetuate negative messaging or points of view 	<p>The outcome of the project/decision will allow for:</p> <ul style="list-style-type: none"> • Transparency in decision making • Cost effective use of facilities/resources • Stakeholders felt widely heard & part of process • Sustainable financial long-term effect • Equitable boundaries, enrollment, programming & resources • Equitable process • Community strong/united - internal & external • Maintain and/or improve student opportunities and programming, community education programming • Realizing our mission/vision/strategic plan • Improving our reputation - we can & need to create this • Trust through transparency • Creating an innovative extraordinary school system!! • Increasing our student enrollment (by marketing our diversity strategically and intentionally) • Staff to unite around a common endeavor

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Groups		
Decision Makers (C)	Design Team (B)	Input (A)
School Board	Assistant Superintendent - Facilitation	Parents
	Superintendent - Consultation	Staff
	Executive Cabinet and Principal Leadership	Students
		Community
		Others

Action Plan

Stakeholder Voice and Options:

- August
 - Admin. team develops process, share with School Board for feedback and direction
 - Team develops easy to review data summary and information that can be used in decision making process
 - Consultant support the process and timelines
- September - October
 - Administration meets to review information, as needed will support gathering additional data sets
 - Administration uses multiple means to solicit feedback from the community (Focus groups, building meetings or similar to be determined, designed to ensure equitable access and opportunity for feedback in community)
 - Develop recommendations based on data and feedback

Choice Making:

- November
 - Finalize proposal / recommendations including possible site closures, alignment changes
 - Includes additional details about potential savings less added costs estimated for transportation, other
 - Public Hearing in late November / early December per [MN statute 123B.51 Subd 5](#)
- December
 - Proposal to Board for final action (December or first meeting in January)

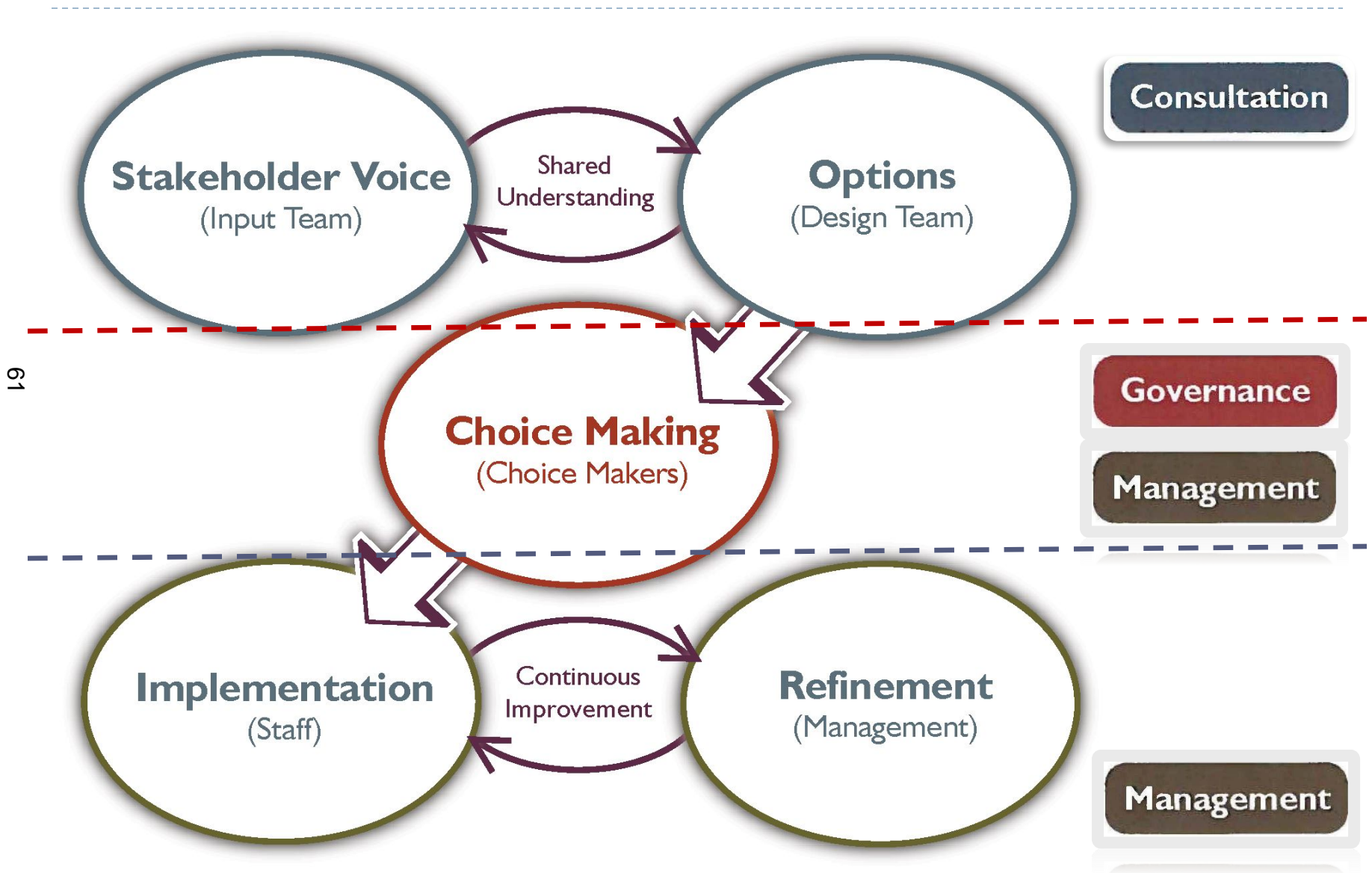
Implementation and Refinement:

- January
 - Include changes in budget adjustment planning
 - Begin discussions related to impact on staffing
- February - March
 - Finalize budget
 - School boundaries completed
 - Transportation changes
- April - May
 - Transition planning process with staff, students and families
 - What to do with closed buildings
- June - August
 - Physically moving materials/sites

Decision Making Framework

Used For:

- Choice Making
- Managing Participant's Time and Roles
- Clarification of Authority



ISD 191 Facilities Review Timeline 2019-2020

Stakeholder Voice and Options:

- August
 - Admin. team developed process, shared with School Board for feedback and direction
 - Consultant supported the process and timeline development
 - Consultant meetings/contract finalized

- September - October
 - Plan meetings, agendas, PowerPoints, etc.
 - Tuesday, September 17, 2:30 PM - Consultant Presentation / Meeting with Admin. Team
 - September 23, 6:00 PM - First Meeting of Design Team
 - Week of September 30 - First Community Group
 - October 2, 6:00 PM - Eagle Ridge Focus Group
 - October 7, 6:00 PM - Metcalf Focus Group
 - October 9, 6:00 PM - Nicollet Focus
 - Week of October 14 - Second and Third Community Centered Focus Groups
 - Week of October 21 - Examination of Data/Strategy Planning
 - October 28 - Second Meeting of Design Team or Admin. team
 - 1:00 PM Admin. Team
 - 6:00 PM Design Team
 - Week of October 28 - Consultant and Administration Review and Verify School Closing Criteria

Choice Making:

- November
 - November 4 - Preparation of Board Recommendations
 - Sharing with Superintendent and Administrative Cabinet - 9 AM
 - Sharing with Principals - 1PM
 - November 11 - Third Meeting of Design Team or Admin team (if needed)
 - 1:00 PM Admin Team
 - 6:00 PM Design Team
 - November 14 - Present Identified Recommendations to School Board

- December
 - December 4 - Public Hearing per [MN statute 123B.51 Subd 5](#)
 - December 12 - Board Action on Proposal

Implementation and Refinement:

- January
 - Include changes in budget adjustment planning
 - Begin discussions related to impact on staffing

- February - March
 - Finalize budget
 - School boundaries completed
 - Transportation changes

- April - May
 - Transition planning process with staff, students and families
 - What to do with closed buildings

- June - August
 - Physically moving materials/sites



**Agenda III.E.
September 22, 2019**

To: Board of Education
Dr. Theresa Battle, Superintendent

From: Yodahit Philipos, Student Representative

Date: September 5, 2019

Re: Student Representative Report

Receive a report from Student Representative Yodahit Philipos.



**Agenda III.F.
September 22, 2019**

To: Board of Education
From: Dr. Theresa Battle, Superintendent
Date: September 5, 2019
Re: Superintendent Report

Receive a report from Superintendent Theresa Battle.



**Agenda III.G.
September 22, 2019**

To: Board of Education
From: Dr. Theresa Battle, Superintendent
Date: September 5, 2019
Re: Board Member Reports

Receive reports from Board Members.

School Board Minutes
INDEPENDENT SCHOOL DISTRICT 191
August 19, 2019

The special retreat of the Board of Education was called to order by Chair Alt at 5:01 p.m. at the Diamondhead Education Center, 200 West Burnsville Parkway, Burnsville, MN, 55337.

Call to Order

Chair Alt welcomed the audience and asked Hume to lead the pledge of allegiance.

Pledge of Allegiance

Directors Miller, Hume, Currier, Chester, Holweger, Schatz, and Chair Alt were present. Superintendent Battle, Administration and members of the public were also present.

Attendance

Moved by Schatz, seconded by Miller, to adopt a resolution relating to revoking and replacing general education revenue of the school district and calling a special election thereon.

Calling Special Election

BE IT RESOLVED by the School Board (the "Board") of Independent School District No. 191 (Burnsville-Eagan-Savage), Dakota and Scott Counties, Minnesota (the "School District") as follows: It is hereby found, determined, and declared as follows:

1. The District has a current referendum authorization of \$1,516.03 per adjusted pupil unit (hereafter "pupil"), of which \$291.56 per pupil expires at the end of taxes-payable year 2022 (the "2022 Levy") and \$1,224.47 expires at the end of taxes-payable year 2027 (the "2027 Levy").
2. The Board finds, determines and declares that it is necessary and expedient for the School District to revoke both the 2022 Levy and 2027 Levy portions of its current referendum revenue authorization, and to replace them with a single new increased authorization equal to the lesser of \$1,900.00 per pupil or the maximum authorization allowed by statute, first effective in 2020. The proposed total authorization would increase annually by the rate of inflation as determined by statute, provided that actual referendum revenue authorization for any year would not exceed the statutory maximum for that year. The proposed total authorization would be applicable for ten years unless otherwise revoked or reduced as provided by law.
3. The question of revoking and renewing the referendum revenue authorization of the School District shall be submitted to

the qualified electors of the School District as School District Ballot Question 1 at a special election which is hereby called and directed to be held on Tuesday, November 5, 2019, the date of the statewide general election.

5. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for this special election are those combined polling places within those precincts or part of precincts located within the boundaries of the School District that have been designated by the School Board for special School District elections by resolution adopted December 13, 2018. The voting hours at those polling places shall be the hours between 7:00 a.m. and 8:00 p.m.

6. The School District's Clerk (the "Clerk") is hereby authorized and directed to perform the following duties:

(a) provide written notice of the special election to the County Auditor of Dakota and Scott Counties at least 74 days before the date of the special election;

(b) provide written notice of the special election to the Commissioner of Education at least 74 days before the date of the special election;

(c) mail the Notice of Special Election, prepared in substantially the form attached as Exhibit A, to every taxpayer in the School District, at least 15 days but no more than 30 days prior to the date of the special election;

(d) post the Notice of Special Election at the administrative offices of the School District, for public inspection, at least ten days before the date of the special election;

(e) submit the Notice of Special Election to the Commissioner of Education at least 15 days prior to the date of the special election; and

(f) publish the Notice of Special Election in the official newspaper of the School District once each week for at least two consecutive weeks, with the last publication being at least one week prior to the date of the special election.

7. The Clerk is authorized and directed to acquire and distribute such election materials and to take such other actions as may be necessary for the proper conduct of this special election and generally to cooperate with election authorities conducting any other elections on that date. The Clerk and members of the administration are authorized and directed to take such actions as may be necessary to coordinate this election with those other elections, including entering into agreements with appropriate municipal and county officials regarding preparation and distribution of ballots or ballot cards, election administration, and cost sharing.

8. The Clerk is further authorized and directed to cause a printed

Ballot for the question to be prepared in accordance with Minnesota Statutes, Section 205A.08, Subdivision 4, for use at the special election, to cause a sample ballot to be posted in the administrative offices of the School District, for public inspection, at least four (4) days before the date of the special election and to cause a sample ballot to be posted at each polling place on the date of the special election. The Clerk is further authorized and directed to cooperate with the proper election officials to cause ballots or ballot cards to be prepared for use at said election. The ballot shall be in substantially the form attached as Exhibit B.

9. If the School District will be contracting to print the ballots for this special election, the Clerk is hereby authorized and directed to prepare instructions to the printer for layout of the ballot. Before a contract in excess of \$1,000 is awarded for printing ballots, the printer shall furnish, in accordance with Minnesota Statutes, Section. 204D.04, a sufficient bond, letter of credit or certified check acceptable to the Clerk in an amount not less than \$1000 conditioned on printing the ballots in conformity with the Minnesota election law and the instructions delivered. The Clerk shall set the amount of the bond, letter of credit or certified check in an amount equal to the value of the purchase.

10. The individuals designated as judges for the last state general election shall act as election judges for this special election at the various polling places and shall conduct said election in the manner prescribed by law. The election judges shall act as clerks of election, count the ballots cast, and submit the results to the school board for canvass in the manner provided for other school district elections.

11. The special election shall be held and the returns made and canvassed in the manner prescribed by law, and the Board shall meet between November 8 and November 15, 2019 (on a date between the third and tenth day after the election) for the purpose of canvassing the results thereof.

Moved by Hume, seconded by Currier, to adjourn at 5:15 p.m.

Adjourn

September 12, 2019

Darcy Schatz, clerk

Date Approved

School Board Minutes
 INDEPENDENT SCHOOL DISTRICT 191
 August 22, 2019

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

Call to Order

Members present: Schatz, Currier, Miller, Hume, and Chair Alt. Chester and Holweger were absent. Others in attendance were Superintendent Battle, administrators, staff, and members of the public.

Attendance

Alt welcomed the audience and asked Currier to lead the Pledge of Allegiance.

Pledge of Allegiance

Moved by Schatz, seconded by Hume, to approve the agenda. Motion carried unanimously (5, 0).

Agenda

Received a report from Alt on the Student Performance and Achievement Committee; Currier on 917 and the BHS Hall of Fame; Schatz on the Burnsville Chamber Policy Committee; and Hume on Foundation 191.

Reports

Received a report from Superintendent Dr. Battle regarding new administration.

Moved by Currier, seconded by Hume, to approve the consent agenda:
 -Approve minutes from regular board meeting on August 8, 2019, and the special board meeting on August 9, 2019.

Consent Agenda Minutes

-Approve personnel recommendations for Daniel Anderson, J. Decker, K. Kermes, S. Nimchuk, A. Fracisco, J. McGaster, K. Kulas, M. Potter, N. Dunbar, N. Soley, O. Olatoye, C. Kibler, T. Farrell, T. Islam, E. Mechavich, M. Schmeichel, A. Tran, L. Cherne, A. Vitali, T. Rush, D. Velner, A. Wood, C. Kibler, F. Beshir, K. Miller, L. Bjork, L. Bjork. M. LaFavre, L. Spence, B. Mauser, J. Decker, S. Hechsel, and J. Williams.

Personnel Recommendations

-Adopt a resolution to approve and accept donations as presented.
 -Approve May payroll checks in the net amount of \$4,168,739.04. May claims to date and wire transfers and adjustments totaling \$8,663,457.29. Also, that the Board accepts May receipts of \$20,863,579.11 and investments for the General Fund & 2015A School Building Bonds and OPEB of \$53,836,943.44 as of May 31, 2019.

Donations

-Approve June payroll checks in the net amount of \$5,282,215.72. June claims to date and wire transfers and adjustments totaling \$11,733,875.79. Also, that the Board accepts June receipts of \$17,314,649.54 and investments for the General Fund & 2015A School Building Bonds and OPEB of \$51,662,180.02 as of June 30, 2019.

Payroll, claims, receipts, and investments

-Accept the Budget Analysis for the month ending May 31, 2019.

Budget Analysis

-Received a report on the August 8, 2019, Listening Session.

Listening Session

-Approve, on a second reading basis, changes to Policy 901: *Community Education* and Policy 616: *System Accountability*.
 -Approve, on a second reading basis, new Policy 105: *Equity, Access and Excellence in Education*.
 -Adopt revised language for the 2019-20 District 191 Student Handbook, as presented.
 Motion carried unanimously (5, 0).

Policies

Student Handbook

Moved by Miller, seconded by Schatz, to approve for the 2020-2021 school year, the proposed programming priorities and staffing retention protections and their qualifying criteria as stated.

Programming
 Priorities

PROGRAMMING PRIORITIES AND STAFFING RETENTION PROTECTIONS	QUALIFYING CRITERIA
Retain the staff, at their 2019-2020 total FTE, who teach Chef 2, Chef 3, and Hospitality Internship (Culinary Pathway) courses that are approved by the site administrator for the 2020-2021 school year schedule.	Current MN teaching license, vocational license, SafeSchools certified, ProStart trained, credentialed by partnering post-secondary institution for the 2020-2021 school year schedule.
Retain the staff, at their 2019-2020 total FTE, who teach Project Lead the Way (PLTW + Engineering Pathway) courses that are approved by the site administrator for the 2020-2021 school year schedule.	Current MN teaching license in the areas under STEM and specialized PLTW certification for the 2020-2021 school year schedule.
Retain the staff, at their 2019-2020 total FTE, who teach Concurrent Enrollment courses that are approved by the site administrator for the 2020-2021 school year schedule.	Current MN teaching license, additional post-graduate education, and credentialed by partnering post-secondary institution for the 2020-2021 school year schedule.
Retain the staff, at their 2019-2020 total FTE, who teach Healthcare Core, Nursing Assistant, and EMT (Healthcare Pathway) courses that are approved by the site administrator for the 2020-2021 school year schedule.	Current MN teaching license, meet all requirements of MDE and MDH, and credentialed by partnering post-secondary institution for the 2020-2021 school year schedule.
Retain the staff, at their 2019-2020 total FTE, who teach CTE Eligible courses that are approved by the site administrator for the 2020-2021 school year schedule.	Current MN teaching license and CTE license for the 2020-2021 school year schedule.

Retain the staff, at their 2019-2020 total FTE, who teach Education Pathway courses that are approved by the site administrator for the 2020-2021 school year schedule.	Current MN teaching license, post-graduate coursework, training in the Pathways2Teaching program with Dr. Bianco through University of Colorado - Denver, credentialed by partnering post-secondary institution for the 2020-2021 school year schedule.
Retain the staff, at their 2019-2020 total FTE, who teach AP Computer Science, Mobile CS Principles, AP Mobile CS Principles, Computer Applications (IT Pathway) courses that are approved by the site administrator for the 2020-2021 school year schedule.	Current MN teaching license and documented training in the specific area of computer science and programming, credentialed by partnering post-secondary institution for the 2020-2021 school year schedule.
Retain the staff, at their 2019-2020 total FTE, who teach Welding/Autobody, Intro to Consumer Auto, Advanced Auto/Vehicle Services (Automotive Pathway) courses that are approved by the site administrator for the 2020-2021 school year schedule.	Current MN teaching license and specific training, Automotive Service Excellence (ASE) certified, credentialed by partnering post-secondary institution for the 2020-2021 school year schedule.
Retain the staff, at their 2019-2020 total FTE, who teach Construction Trades I and II (Construction Pathway) courses that are approved by the site administrator for the 2020-2021 school year schedule.	Current MN teaching license and credentialed by partnering post-secondary institution for the 2020-2021 school year schedule.

BE IT FURTHER RESOLVED THAT: Staffing retention protection aligns with the District 191 Strategic Plan and are for traits such as unique specialized training, external certifications or licenses, language proficiency, and recruitment and retention of teachers and administrators with diverse racial and ethnic backgrounds. The staff retention protections do not limit the Board's ability to determine the programs, functions, overall budget, utilization of technology, organizational structure, selection of personnel, ability to discipline, and the direction and number of personnel.

Motion carried unanimously after discussion (5, 0).

Moved by Hume, seconded by Miller, to adjourn to a Student Performance and Achievement committee workshop at 6:45 p.m.

Adjourn to SPA Committee

SPA Committee

Adjourn

The Student Performance and Achievement committee workshop began at 6:50 p.m. The purpose of the workshop was Third Grade Literacy and Reading. The workshop ended at 7:41 p.m.

September 12, 2019

Darcy Schatz, clerk
approved

Date

DRAFT

September 12th, 2019

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

TO: Members, Board of Education
Dr. Theresa Battle, Superintendent

FROM: Stacey Sovine, Executive Director of Human Resources

DATE: September 12th, 2019 FINAL

RE: Recommended Personnel Changes

CLASSIFICATION	ACTION	POSITION CONTROL	NAME	FINAL	LOCATION	POSITION	EFFECTIVE DATE
Certified	Appointment		Debra Brandon	*	ECSE Center	Long Term Substitute Teacher	9/3/2019
Certified	Appointment		Dwight Schmidt	*	Burnsville High School	Long Term Substitute Teacher	8/30/2019
Certified	Appointment		Jessica Amo	*	Community Education	Teacher	8/1/2019
Certified	Appointment		Julie Pettes	*	Vista View Elementary School	Long Term Substitute Teacher	8/26/2019
Certified	Appointment	Replacement	Debra Brandon	*	St. John's	Teacher	8/26/2019
Certified	Appointment	Replacement	Emily Millin	*	Burnsville High School	Teacher	8/26/2019
Certified	Appointment	Replacement	Katie Kelly	*	Metcalf Middle School	Long Term Substitute Teacher	8/28/2019
Certified	Appointment	Replacement	Melissa Isaacson	*	Harriet Bishop Elementary	Teacher	8/26/2019
Certified	Appointment	Replacement	Mina Moukrim	*	Burnsville High School	Teacher	8/26/2019
Certified	Appointment	New Position	Shantell Brucker	*	Vista View Elementary School	Teacher	8/26/2019
Certified	Appointment	New Position	Virginia Hanson	*	Sky Oaks Elementary School	Teacher	8/21/2019
Certified	Change of Assignment		Talisa Islam	*	Nicollet Middle School	Teacher	8/26/2019
Certified	Leave of Absence		Carissa Clancy	*	ECSE Center	Teacher	10/14/2019
Certified	Leave of Absence		Michelle Lindell	*	MW Savage Elementary School	Teacher	2019-2020
Certified	Leave of Absence		Suzanne Hayden	*	Edward Neill Elementary	Teacher	2019-2020
Certified	Resignation		Elizabeth Khoury	*	Community Education	Casual	8/29/2019
Classified	Appointment		Jennifer Scoville	*	MW Savage Elementary School	Nurse	8/26/2019
Classified	Appointment	Replacement	Amber Christman	*	Rahn Elementary School	Educational Assistant	8/27/2019
Classified	Appointment	Replacement	Angela Barney	*	Sky Oaks Elementary School	Food Service Manager	10/1/2019
Classified	Appointment	Replacement	Brenda Dotzler	*	District-wide	Custodian	9/3/2019
Classified	Appointment	Replacement	Delaine Gamache	*	Burnsville High School	Food Service Associate	8/20/2019
Classified	Appointment	Replacement	Elizabeth Deike	*	Gideon Pond Elementary	Food Service Manager	8/27/2019
Classified	Appointment	Replacement	Evelyn Gonzales	*	Hidden Valley Elementary	Educational Assistant	9/9/2019
Classified	Appointment	Replacement	Kacie Wilson	*	Nicollet Middle School	Advisor	9/30/2019
Classified	Appointment	Replacement	Kelly Stewart	*	District-wide	Nurse	9/9/2019
Classified	Appointment	Replacement	Kelly Tucker	*	Sioux Trail Elementary School	Educational Assistant	8/27/2019
Classified	Appointment	Replacement	Lindsey Nelson	*	Burnsville High School	Coach	8/19/2019
Classified	Appointment	Replacement	Paige Johnson	*	WM. Byrne Elementary School	Educational Assistant	9/5/2019
Classified	Appointment	Replacement	Ruth Davila	*	Hidden Valley Elementary	Educational Assistant	9/9/2019
Classified	Appointment	Replacement	Safiyo Jama	*	District-wide	Cultural Liaison	8/26/2019
Classified	Appointment	Replacement	Samantha King	*	Sky Oaks Elementary School	Educational Assistant	8/27/2019
Classified	Appointment	Replacement	Taylor Quam	*	Edward Neill Elementary	Food Service Associate	9/3/2019
Classified	Appointment	New Position	Erika Hotchkiss	*	Community Education	CE Associate	9/4/2019
Classified	Appointment	New Position	Hafsa Hassan	*	Sky Oaks Elementary School	CE Associate	8/26/2019
Classified	Appointment	New Position	Jessica Vogler	*	Community Education	CE Associate	9/3/2019
Classified	Appointment	New Position	Kristin Kiratli	*	Community Education	CE Associate	8/26/2019
Classified	Appointment	New Position	Olga Hernandez	*	Edward Neill Elementary	Educational Assistant	9/9/2019
Classified	Change of Assignment		Randall Austreng	*	Community Education	CE Associate	8/26/2019
Classified	Change of Assignment	Replacement	Haley Warren	*	Sioux Trail Elementary School	Educational Assistant	8/27/2019
Classified	Change of Assignment	Replacement	Lucia Quast	*	Gideon Pond Elementary	Food Service Associate	8/28/2019
Classified	Change of Assignment	Replacement	Taylor Rush	*	Rahn Elementary School	Educational Assistant	8/26/2019
Classified	Change of Assignment	New Position	Hannah Schwab	*	Community Education	CE Associate	9/3/2019
Classified	Resignation		Brittany Barkus	*	MW Savage Elementary School	Educational Assistant	8/16/2019
Classified	Resignation		Jennifer Hennen	*	Burnsville High School	Casual	8/6/2019
Classified	Resignation		Kelley Schafer	*	WM. Byrne Elementary School	Food Service Associate	9/23/2019
Classified	Resignation		Kelli Mitsch	*	Sky Oaks Elementary School	Food Service Manager	8/16/2019
Classified	Resignation		Marcia Pariseau	*	Diamondhead Education Center	Clerical Level IV	8/28/2019
Classified	Resignation		Michelle Althoff	*	Community Education	CE Supervisor	9/6/2019
Classified	Resignation		Rachel Scott	*	WM. Byrne Elementary School	CE Associate	7/22/2019
Classified	Resignation		Sabah Sarhan	*	BEST	Educational Assistant	9/20/2019
Classified	Resignation		Zachary Gearman	*	Burnsville High School	Educational Assistant	8/30/2019
Classified	Retirement		Patricia Sanders	*	Nicollet Middle School	Educational Assistant	8/20/2019
Co-Curricular/Coach	Appointment		Sara Holcombe	*	Burnsville High School	Coach	9/9/2019
Co-Curricular/Coach	Appointment	Replacement	Margaret Holcombe	*	Burnsville High School	Assistant Coach	8/30/2019



**Agenda IV.A.3.
September 12, 2019**

To: Members, Board of Education
Dr. Theresa Battle, Superintendent

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

Date: August 9, 2019

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 September 12, 2019.

Darcy Schatz, Clerk – Board of Education

Date	Donor	Recipient	Terms	Donation
8/12/2019	Berean Baptist	Rahn Elementary	helping with school supplies	Notebooks
8/13/2019	Denise Pfau	Project Kids	Used games, craft supplies and toys for project kids	Used games, craft supplies and toys for project kids
8/13/2019	Burnsville Lions Club	Rahn Elementary	school supplies for students	notebooks, markers, glue, etc.
8/13/2019	Kids Hope	Rahn Elementary	school supplies for students	folders, notebooks, backpacks
8/13/2019	Peace Church	Rahn Elementary	school supplies for students	glue, crayons, paints, binders
8/13/2019	Burnsville Lions Club	William Byrne Elementary	help out students who need school supplies	school supplies like binders, paper, pens, glue, markers, etc
8/15/2019	Fairview Ridges Hospital	District 191	purchase school supplies for students	\$100.00 Target gift card
8/19/2019	Lisa Raley	Eagle Ridge Middle School	Student school supplies	Student school supply donations in memory of her son Brett Raley who was an Eagle Ridge student
8/22/2019	Allina Health Clinic - Savage	Eagle Ridge Middle School	Student school supplies	Student school supplies from Allina Clinic in Savage who hosted a supplies donation drive to benefit ERMS students
8/22/2019	Old National Bank	Hidden Valley Elementary	School Supply	School Supply
8/22/2019	Savage Resident- Katie	Hidden Valley Elementary	School Supply	School Supply
8/23/2019	Burnsville Lion's Club	Hidden Valley Elementary	School Supply	School Supply
8/16/2019	Rep. Hunter Cantrell	Hidden Valley Elementary	Schol Supply	School Supply
8/22/2019	Kelly Kurz	Hidden Valley Elementary	Helping out with supplies	936 notebooks, 460 composition note books
8/28/2019	Kaysze Howard / Community Manager	District 191	School Supplies	various school supplies
8/12/2019	Blue Cross Blue Shield of MN	Student Support Services	School Supplies/Office Supplies	100 3 ring binders and 250 hanging file folders
8/29/2019	APWA Minnesota Chapter, Amy Grothaus, President	District 191	To advance diversity and inclusiveness throughout the community by placing value on all individuals and their different perspectives, and promoting the	\$2,500.00

			process for all to be part of a viable community through public works.	
8/29/2019	GTCUW, Acooa Ellis, Sr. Vice President of Community Impact	District 191	To support career pathways, partnerships, and new opportunities for student wealth building through education and experiences.	\$100,000.00
8/29/2019	Bosch Community Fund, Eve Haley	District 191	To support 8th grade students in a summer transition program in which they may earn 2 high school credits, and participate in creative writing, volunteerism, and STEM activities. (Summer STEM Academy)	\$12,500.00
8/29/2019	Wells Fargo	District 191	To support financial literacy and student planning for college and career.	\$2,000.00
8/23/2019	Berean Baptist Church	Edward Neill Elementary	School Supplies	350 Composition Notebooks, 600 regular notebooks
9/3/2019	Jim Fandrich (in honor of Connie Fandrich)	M.W. Savage Elementary	My father in law is donating/pledging \$9 per student in my preschool class so each child will receive a free book from Scholastic each month to take home!	\$9 per Preschool student (25 students)-Each child will receive a free book from scholastic each month.

Total monetary donation received: \$117,000.



**Agenda IV.A.4.
September 12, 2019**

To: Board of Education
From: Superintendent Theresa Battle
Date: September 5, 2019
Re: Report on Listening Session on August 22, 2019

School Board Listening Session
08.22.19

Board Members Directors Darcy Schatz and Scott Hume
Assistant Superintendent Brian Gersich

Two community members and one employee spoke at the listening session.

- Two members of the community expressed concerns about a religious group that rented the football field this summer. One community member asked why ISD 191's facilities are rented to religious organizations. The other community member was concerned about the noise level and felt it was disruptive to the community.
- An employee of ISD 191 spoke on behalf of a group of employees. She expressed concerns about the school year start time, cuts from workdays, wait times for new families to enroll, lack of help from the administration, and the need to include all families that need assistance. She requesting that we revisit this budget adjustment from last year.



Future Ready. Community Strong.

**Agenda IV.A.5.
September 12, 2019**

To: Board of Education, Members
Dr. Theresa Battle, Superintendent

From: Stacey Sovine, Executive Director of Human Resources

Date: September 6, 2019

Re: No changes to Policies 410, 415 and 514

RECOMMENDATION: Approve no changes to Policies 410: *Family and Medical Leave Policy*; 415: *Mandated Reporting of Maltreatment of Vulnerable Adults*; and 514: *Bullying Prohibition Policy*.

These policies require annual review. The policies were reviewed by the Policy Review Committee on August 13, 2019.

!

Adopted: 4/2001

Burnsville-Eagan-Savage School District Policy 410

Reviewed: ~~6/14/2018~~9/12/2019

Revised: 5/12/2016

Rescinds: GBEAC

410 FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. “Covered active duty” means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 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: [6/14/20189/12/2019](#)
Revised: 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: 6/14/2018/9/12/2019
Revised: 6/8/2017
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, 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 of students 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 involving students.

II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual or a group, of a student, 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 individuals who directly engage in an act of bullying, but also to those who, by their indirect behavior, condone or support an act of bullying. This policy also applies to anyone 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 of a student.
- 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 of a student 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 commit, permit, condone, or tolerate bullying of a student 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 of a student 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, aimed

at a student, that is objectively offensive and:

1. an actual or perceived imbalance of power exists between the person 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 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 student 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 working 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.

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)

Policy) 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)



Future Ready. Community Strong.

**Agenda IV.A.6.
September 12, 2019**

To: Board of Education, Members
Dr. Theresa Battle, Superintendent

From: Stacey Sovine, Executive Director of Human Resources

Date: September 6, 2019

Re: Non Substantive Changes to Policy 414

RECOMMENDATION: Approve non substantive changes to Policy 414: *Mandated Reporting of Child Neglect or Physical or Sexual Abuse.*

Policy 414 requires annual review. Policy 414 was reviewed by the Policy Review Committee on August 13, 2019.

Adopted: 7/2001
Reviewed: [6/14/20189/12/2019](#)
Revised: 8/24/2017
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 all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. 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)
[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 \(Public and Private Personnel Data\)](#)



Agenda Item IV.B.1.
September 12, 2019

TO: Members, Board of Education
Dr. Theresa Battle, Superintendent

FROM: Lisa Rider, Executive Director of Business Services

DATE: September 5, 2019

RE: Approve Burnsville Ice Center Rental Agreement for School Year 2020-21

Recommendation: That the Board of Education approves the Burnsville Ice Center Rental Agreement for the 2020-2021 school year in the estimated amount of \$98,205.40 for a total of 426.98 hours of ice time.

The ice rental agreement with the City of Burnsville provides practice, game and playoff time for both boys and girls hockey. The contract is similar to last year's language. Anticipated hours have been used to estimate amount of total agreement. The rates per game or hour remain the same as prior year. I recommend approval.

Attachment: Agreement

Household Reservation Contract

100 Civic Center Parkway
 Burnsville, MN 55337

Contract #: 57295
Date: 03/19/2019
Organization: Burnsville High School Hockey
Main Contact: Guillaume Paek BHS Hockey

User: mulsod
Status: Firm
 Home Phone: (952)707-2111

Day	Date	Time Period	Facility Class	Facility Location			Facility Name	Fees	Paid	Net Due
Mon	10/28/2019	3:10pm - 5:10pm	Ice Rink	Burnsville Ice Ctr			Gary R. Harker Rink	460.00	0.00	460.00
		<u>Fee Description</u>		<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>	
		Winter Prime Time Hourly Rate		230.00	1.00	2.00	0.00	0.00	460.00	
		Purpose: BHS Girls								
Tue	10/29/2019	3:10pm - 5:10pm	Ice Rink	Burnsville Ice Ctr			Gary R. Harker Rink	460.00	0.00	460.00
		<u>Fee Description</u>		<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>	
		Winter Prime Time Hourly Rate		230.00	1.00	2.00	0.00	0.00	460.00	
		Purpose: BHS Girls								
Wed	10/30/2019	3:10pm - 5:10pm	Ice Rink	Burnsville Ice Ctr			Gary R. Harker Rink	460.00	0.00	460.00
		<u>Fee Description</u>		<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>	
		Winter Prime Time Hourly Rate		230.00	1.00	2.00	0.00	0.00	460.00	
		Purpose: BHS Girls								
Thu	10/31/2019	3:10pm - 5:10pm	Ice Rink	Burnsville Ice Ctr			Gary R. Harker Rink	460.00	0.00	460.00
		<u>Fee Description</u>		<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>	
		Winter Prime Time Hourly Rate		230.00	1.00	2.00	0.00	0.00	460.00	
		Purpose: BHS Girls								
Fri	11/01/2019	3:10pm - 5:10pm	Ice Rink	Burnsville Ice Ctr			Rink 2	460.00	0.00	460.00
		<u>Fee Description</u>		<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>	
		Winter Prime Time Hourly Rate		230.00	1.00	2.00	0.00	0.00	460.00	
		Purpose: BHS Girls								
Mon	11/04/2019	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr			Gary R. Harker Rink	345.00	0.00	345.00
		<u>Fee Description</u>		<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>	
		Winter Prime Time Hourly Rate		230.00	1.00	1.50	0.00	0.00	345.00	
		Purpose: BHS Girls V								
Mon	11/04/2019	3:10pm - 4:10pm	Ice Rink	Burnsville Ice Ctr			Rink 2	230.00	0.00	230.00
		<u>Fee Description</u>		<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>	
		Winter Prime Time Hourly Rate		230.00	1.00	1.00	0.00	0.00	230.00	
		Purpose: BHS Girls JV								
Tue	11/05/2019	3:10pm - 4:10pm	Ice Rink	Burnsville Ice Ctr			Rink 2	230.00	0.00	230.00
		<u>Fee Description</u>		<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>	
		Winter Prime Time Hourly Rate		230.00	1.00	1.00	0.00	0.00	230.00	
		Purpose: BHS Girls JV								
Tue	11/05/2019	4:10pm - 5:50pm	Ice Rink	Burnsville Ice Ctr			Gary R. Harker Rink	384.10	0.00	384.10
		<u>Fee Description</u>		<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>	
		Winter Prime Time Hourly Rate		230.00	1.00	1.67	0.00	0.00	384.10	
		Purpose: BHS Girls JV								
Wed	11/06/2019	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr			Gary R. Harker Rink	345.00	0.00	345.00
		<u>Fee Description</u>		<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>	
		Winter Prime Time Hourly Rate		230.00	1.00	1.50	0.00	0.00	345.00	
		Purpose: BHS Girls V								
Wed	11/06/2019	3:10pm - 4:10pm	Ice Rink	Burnsville Ice Ctr			Rink 2	230.00	0.00	230.00
		<u>Fee Description</u>		<u>Amount</u>	<u>Qty</u>	<u>Time Cnt</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Net Fee</u>	
		Winter Prime Time Hourly Rate		230.00	1.00	1.00	0.00	0.00	230.00	
		Purpose: BHS Girls JV								

Household Reservation Contract

100 Civic Center Parkway
 Burnsville, MN 55337

Contract #: 57295
Date: 03/19/2019
Organization: Burnsville High School Hockey
Main Contact: Guillaume Paek BHS Hockey

User:
Status:
Home Phone: (952)707-2111
mul sod Firm

Date	Time	Ice Rink	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
Sat	11/16/2019	4:20pm - 5:20pm								
		Ice Rink								
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.00	0.00	0.00	230.00		230.00
		Purpose: BHS Boys								
Sat	11/16/2019	5:30pm - 6:30pm								
		Ice Rink								
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.00	0.00	0.00	230.00		230.00
		Purpose: BHS Boys								
Sat	11/16/2019	6:40pm - 7:40pm								
		Ice Rink								
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.00	0.00	0.00	230.00		230.00
		Purpose: BHS Boys								
Sat	11/16/2019	7:50pm - 8:50pm								
		Ice Rink								
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.00	0.00	0.00	230.00		230.00
		Purpose: BHS Boys								
Sat	11/16/2019	9:00pm - 10:00pm								
		Ice Rink								
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.00	0.00	0.00	230.00		230.00
		Purpose: BHS Boys								
Sat	11/16/2019	10:10pm - 10:50pm								
		Ice Rink								
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	0.67	0.00	0.00	154.10		154.10
		Purpose: BHS Boys								
		Purpose: BHS Boys Extra Time Needed								
Mon	11/18/2019	3:10pm - 4:25pm								
		Ice Rink								
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.25	0.00	0.00	287.50		287.50
		Purpose: BHS Girls V								
Mon	11/18/2019	3:10pm - 4:10pm								
		Ice Rink								
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.00	0.00	0.00	230.00		230.00
		Purpose: BHS JV								
Mon	11/18/2019	4:35pm - 5:50pm								
		Ice Rink								
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.25	0.00	0.00	287.50		287.50
		Purpose: BHS V								
Mon	11/18/2019	6:00pm - 7:00pm								
		Ice Rink								
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.00	0.00	0.00	230.00		230.00
		Purpose: BHS JV								
Tue	11/19/2019	3:10pm - 4:40pm								
		Ice Rink								
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.50	0.00	0.00	345.00		345.00
		Purpose: BHS Boys V								
Tue	11/19/2019	3:10pm - 4:10pm								
		Ice Rink								
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.00	0.00	0.00	230.00		230.00
		Purpose: BHS Boys JV								

Household Reservation Contract

100 Civic Center Parkway
 Burnsville, MN 55337

Contract #: 57295
Date: 03/19/2019
Organization: Burnsville High School Hockey
Main Contact: Guillaume Paek BHS Hockey

User:
Status:
Home Phone: (952)707-2111
mul sod Firm

Date	Time	Ice Rink	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
Tue	12/17/2019	3:10pm - 4:40pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Gary R. Harker Rink							345.00	0.00
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.50	0.00	0.00	345.00		345.00
		Purpose: BHS Boys V								
Tue	12/17/2019	3:10pm - 4:10pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Rink 2							230.00	0.00
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.00	0.00	0.00	230.00		230.00
		Purpose: BHS Boys JV								
Wed	12/18/2019	3:10pm - 4:40pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Gary R. Harker Rink							345.00	0.00
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.50	0.00	0.00	345.00		345.00
		Purpose: BHS Boys V								
Wed	12/18/2019	3:10pm - 4:40pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Rink 2							345.00	0.00
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.50	0.00	0.00	345.00		345.00
		Purpose: BHS Girls V and JV								
Wed	12/18/2019	4:50pm - 5:50pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Gary R. Harker Rink							230.00	0.00
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.00	0.00	0.00	230.00		230.00
		Purpose: BHS Boys JV								
Thu	12/19/2019	3:10pm - 4:40pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Gary R. Harker Rink							345.00	0.00
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.50	0.00	0.00	345.00		345.00
		Purpose: BHS Girls V								
Thu	12/19/2019	3:10pm - 4:10pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Rink 2							230.00	0.00
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.00	0.00	0.00	230.00		230.00
		Purpose: BHS Girls JV								
Fri	12/20/2019	3:10pm - 4:25pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Gary R. Harker Rink							287.50	0.00
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.25	0.00	0.00	287.50		287.50
		Purpose: BHS V								
Fri	12/20/2019	3:10pm - 4:10pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Rink 2							230.00	0.00
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.00	0.00	0.00	230.00		230.00
		Purpose: BHS JV								
Fri	12/20/2019	4:35pm - 5:50pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Gary R. Harker Rink							287.50	0.00
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.25	0.00	0.00	287.50		287.50
		Purpose: BHS V								
Fri	12/20/2019	6:00pm - 7:00pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Gary R. Harker Rink							230.00	0.00
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.00	0.00	0.00	230.00		230.00
		Purpose: BHS JV								
Sat	12/21/2019	12:30pm - 3:00pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Gary R. Harker Rink							575.00	0.00
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	2.50	0.00	0.00	575.00		575.00
		Purpose: BHDS Boys JV vs Lakeville South								

Household Reservation Contract

100 Civic Center Parkway
 Burnsville, MN 55337

Contract #: 57295
Date: 03/19/2019
Organization: Burnsville High School Hockey
Main Contact: Guillaume Paek BHS Hockey

User:
Status:
Home Phone: (952)707-2111
mul sod Firm

Sat	12/21/2019	3:00pm - 5:00pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink	460.00	0.00	460.00	
Fee Description				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee
				230.00	1.00	2.00	0.00	0.00	460.00
Winter Prime Time Hourly Rate									
Purpose: BHS Boys V vs Lakeville South									
Mon	12/23/2019	9:00am - 10:30am	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink	345.00	0.00	345.00	
Fee Description				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee
				230.00	1.00	1.50	0.00	0.00	345.00
Winter Prime Time Hourly Rate									
Purpose: BHS Girls V									
Mon	12/23/2019	9:00am - 10:00am	Ice Rink	Burnsville Ice Ctr	Rink 2	230.00	0.00	230.00	
Fee Description				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee
				230.00	1.00	1.00	0.00	0.00	230.00
Winter Prime Time Hourly Rate									
Purpose: BHS Girls JV									
Mon	12/23/2019	10:10am - 11:10am	Ice Rink	Burnsville Ice Ctr	Rink 2	230.00	0.00	230.00	
Fee Description				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee
				230.00	1.00	1.00	0.00	0.00	230.00
Winter Prime Time Hourly Rate									
Purpose: BHS Boys JV									
Mon	12/23/2019	10:40am - 12:10pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink	345.00	0.00	345.00	
Fee Description				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee
				230.00	1.00	1.50	0.00	0.00	345.00
Winter Prime Time Hourly Rate									
Purpose: BHS Boys V									
Thu	12/26/2019	8:50am - 9:50am	Ice Rink	Burnsville Ice Ctr	Rink 2	230.00	0.00	230.00	
Fee Description				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee
				230.00	1.00	1.00	0.00	0.00	230.00
Winter Prime Time Hourly Rate									
Purpose: BHS Boys JV									
Thu	12/26/2019	9:00am - 10:30am	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink	345.00	0.00	345.00	
Fee Description				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee
				230.00	1.00	1.50	0.00	0.00	345.00
Winter Prime Time Hourly Rate									
Purpose: BHS Boys V									
Thu	12/26/2019	4:30pm - 7:00pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink	575.00	0.00	575.00	
Fee Description				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee
				230.00	1.00	2.50	0.00	0.00	575.00
Winter Prime Time Hourly Rate									
Purpose: Girls Holiday Tournament									
Thu	12/26/2019	4:30pm - 6:45pm	Ice Rink	Burnsville Ice Ctr	Rink 2	517.50	0.00	517.50	
Fee Description				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee
				230.00	1.00	2.25	0.00	0.00	517.50
Winter Prime Time Hourly Rate									
Purpose: Girls Holiday Tournament									
Thu	12/26/2019	7:00pm - 9:00pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink	460.00	0.00	460.00	
Fee Description				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee
				230.00	1.00	2.00	0.00	0.00	460.00
Winter Prime Time Hourly Rate									
Purpose: Girls Holiday Tournament									
Thu	12/26/2019	7:00pm - 9:00pm	Ice Rink	Burnsville Ice Ctr	Rink 2	460.00	0.00	460.00	
Fee Description				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee
				230.00	1.00	2.00	0.00	0.00	460.00
Winter Prime Time Hourly Rate									
Purpose: Girls Holiday Tournament									
Fri	12/27/2019	9:00am - 10:30am	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink	345.00	0.00	345.00	
Fee Description				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee
				230.00	1.00	1.50	0.00	0.00	345.00
Winter Prime Time Hourly Rate									
Purpose: BHS Boys V									

Household Reservation Contract

100 Civic Center Parkway
 Burnsville, MN 55337

Contract #: 57295
Date: 03/19/2019
Organization: Burnsville High School Hockey
Main Contact: Guillaume Paek BHS Hockey

User:
Status:
Home Phone: (952)707-2111
mul sod Firm

Date	Time	Ice Rink	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
Fri	12/27/2019	9:00am - 10:00am								
		Ice Rink								
		Fee Description								
		Winter Prime Time Hourly Rate	230.00	1.00	1.00	0.00	0.00	230.00		230.00
		Purpose:								
		BHS Boys JV								
Fri	12/27/2019	4:30pm - 7:00pm								
		Ice Rink								
		Fee Description								
		Winter Prime Time Hourly Rate	230.00	1.00	2.50	0.00	0.00	575.00		575.00
		Purpose:								
		Girls Holiday Tournament								
Fri	12/27/2019	4:30pm - 6:45pm								
		Ice Rink								
		Fee Description								
		Winter Prime Time Hourly Rate	230.00	1.00	2.25	0.00	0.00	517.50		517.50
		Purpose:								
		Girls Holiday Tournament								
Fri	12/27/2019	7:00pm - 9:00pm								
		Ice Rink								
		Fee Description								
		Winter Prime Time Hourly Rate	230.00	1.00	2.00	0.00	0.00	460.00		460.00
		Purpose:								
		Girls Holiday Tournament								
Fri	12/27/2019	7:00pm - 9:00pm								
		Ice Rink								
		Fee Description								
		Winter Prime Time Hourly Rate	230.00	1.00	2.00	0.00	0.00	460.00		460.00
		Purpose:								
		Girls Holiday Tournament								
Sat	12/28/2019	10:00am - 12:00pm								
		Ice Rink								
		Fee Description								
		Winter Prime Time Hourly Rate	230.00	1.00	2.00	0.00	0.00	460.00		460.00
		Purpose:								
		Girls Holiday Tournament								
Sat	12/28/2019	10:00am - 11:45am								
		Ice Rink								
		Fee Description								
		Winter Prime Time Hourly Rate	230.00	1.00	1.75	0.00	0.00	402.50		402.50
		Purpose:								
		Girls Holiday Tournament								
Sat	12/28/2019	11:55am - 2:00pm								
		Ice Rink								
		Fee Description								
		Winter Prime Time Hourly Rate	230.00	1.00	2.08	0.00	0.00	478.40		478.40
		Purpose:								
		Girls Holiday Tournament								
Sat	12/28/2019	12:00pm - 2:00pm								
		Ice Rink								
		Fee Description								
		Winter Prime Time Hourly Rate	230.00	1.00	2.00	0.00	0.00	460.00		460.00
		Purpose:								
		Girls Holiday Tournament								
Mon	12/30/2019	3:10pm - 4:25pm								
		Ice Rink								
		Fee Description								
		Winter Prime Time Hourly Rate	230.00	1.00	1.25	0.00	0.00	287.50		287.50
		Purpose:								
		BHS V								
Mon	12/30/2019	3:10pm - 4:10pm								
		Ice Rink								
		Fee Description								
		Winter Prime Time Hourly Rate	230.00	1.00	1.00	0.00	0.00	230.00		230.00
		Purpose:								
		BHS JV								
Mon	12/30/2019	4:35pm - 5:50pm								
		Ice Rink								
		Fee Description								
		Winter Prime Time Hourly Rate	230.00	1.00	1.25	0.00	0.00	287.50		287.50
		Purpose:								
		BHS V								

Household Reservation Contract

100 Civic Center Parkway
 Burnsville, MN 55337

Contract #: 57295
Date: 03/19/2019
Organization: Burnsville High School Hockey
Main Contact: Guillaume Paek BHS Hockey

User:
Status:
Home Phone: (952)707-2111
mul sod Firm

Date	Time	Ice Rink	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee	
Fri 01/17/2020	3:10pm - 4:25pm	Ice Rink							
Fee Description			230.00	1.00	1.25	0.00	0.00	287.50	287.50
Winter Prime Time Hourly Rate									
Purpose: BHS V									
Fri 01/17/2020	3:10pm - 4:10pm	Ice Rink							
Fee Description			230.00	1.00	1.00	0.00	0.00	230.00	230.00
Winter Prime Time Hourly Rate									
Purpose: BHS JV									
Fri 01/17/2020	4:35pm - 5:50pm	Ice Rink							
Fee Description			230.00	1.00	1.25	0.00	0.00	287.50	287.50
Winter Prime Time Hourly Rate									
Purpose: BHS V									
Fri 01/17/2020	6:00pm - 7:00pm	Ice Rink							
Fee Description			230.00	1.00	1.00	0.00	0.00	230.00	230.00
Winter Prime Time Hourly Rate									
Purpose: BHS JV									
Sat 01/18/2020	12:30pm - 3:00pm	Ice Rink							
Fee Description			230.00	1.00	2.50	0.00	0.00	575.00	575.00
Winter Prime Time Hourly Rate									
Purpose: BHS Girls JV vs Eagan JV									
Sat 01/18/2020	3:00pm - 5:00pm	Ice Rink							
Fee Description			230.00	1.00	2.00	0.00	0.00	460.00	460.00
Winter Prime Time Hourly Rate									
Purpose: BHS Girls V vs Eagan V									
Sat 01/18/2020	5:00pm - 7:00pm	Ice Rink							
Fee Description			230.00	1.00	2.00	0.00	0.00	460.00	460.00
Winter Prime Time Hourly Rate									
Purpose: BHS Boys JV vs Eagan JV									
Sat 01/18/2020	7:00pm - 9:00pm	Ice Rink							
Fee Description			230.00	1.00	2.00	0.00	0.00	460.00	460.00
Winter Prime Time Hourly Rate									
Purpose: BHS Boys V vs Eagan V									
Mon 01/20/2020	3:10pm - 4:25pm	Ice Rink							
Fee Description			230.00	1.00	1.25	0.00	0.00	287.50	287.50
Winter Prime Time Hourly Rate									
Purpose: BHS V									
Mon 01/20/2020	3:10pm - 4:10pm	Ice Rink							
Fee Description			230.00	1.00	1.00	0.00	0.00	230.00	230.00
Winter Prime Time Hourly Rate									
Purpose: BHS JV									
Mon 01/20/2020	4:35pm - 5:50pm	Ice Rink							
Fee Description			230.00	1.00	1.25	0.00	0.00	287.50	287.50
Winter Prime Time Hourly Rate									
Purpose: BHS V									
Mon 01/20/2020	6:00pm - 7:00pm	Ice Rink							
Fee Description			230.00	1.00	1.00	0.00	0.00	230.00	230.00
Winter Prime Time Hourly Rate									
Purpose: BHS JV									

Household Reservation Contract

100 Civic Center Parkway
 Burnsville, MN 55337

Contract #: 57295
Date: 03/19/2019
Organization: Burnsville High School Hockey
Main Contact: Guillaume Paek BHS Hockey

User:
Status:
Home Phone: (952)707-2111
mul sod Firm

Date	Time	Ice Rink	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
Tue	01/21/2020	3:10pm - 4:40pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Gary R. Harker Rink							345.00	0.00
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.50	0.00	0.00	345.00		345.00
		Purpose: BHS Boys V								
Tue	01/21/2020	3:10pm - 4:10pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Rink 2							230.00	0.00
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.00	0.00	0.00	230.00		230.00
		Purpose: BHS Boys JV								
Wed	01/22/2020	3:10pm - 4:40pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Gary R. Harker Rink							345.00	0.00
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.50	0.00	0.00	345.00		345.00
		Purpose: BHS Boys V								
Wed	01/22/2020	3:10pm - 4:40pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Rink 2							345.00	0.00
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.50	0.00	0.00	345.00		345.00
		Purpose: BHS Girls V and JV								
Wed	01/22/2020	4:50pm - 5:50pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Gary R. Harker Rink							230.00	0.00
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.00	0.00	0.00	230.00		230.00
		Purpose: BHS Boys JV								
Thu	01/23/2020	3:10pm - 4:40pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Gary R. Harker Rink							345.00	0.00
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.50	0.00	0.00	345.00		345.00
		Purpose: BHS Girls V								
Thu	01/23/2020	3:10pm - 4:10pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Rink 2							230.00	0.00
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.00	0.00	0.00	230.00		230.00
		Purpose: BHS Girls JV								
Fri	01/24/2020	3:10pm - 4:25pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Gary R. Harker Rink							287.50	0.00
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.25	0.00	0.00	287.50		287.50
		Purpose: BHS V								
Fri	01/24/2020	3:10pm - 4:10pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Rink 2							230.00	0.00
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.00	0.00	0.00	230.00		230.00
		Purpose: BHS JV								
Fri	01/24/2020	4:35pm - 5:50pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Gary R. Harker Rink							287.50	0.00
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.25	0.00	0.00	287.50		287.50
		Purpose: BHS V								
Fri	01/24/2020	6:00pm - 7:00pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Gary R. Harker Rink							230.00	0.00
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.00	0.00	0.00	230.00		230.00
		Purpose: BHS JV								
Mon	01/27/2020	3:10pm - 4:25pm								
		Ice Rink								
		Burnsville Ice Ctr								
		Gary R. Harker Rink							287.50	0.00
		Fee Description	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
		Winter Prime Time Hourly Rate	230.00	1.00	1.25	0.00	0.00	287.50		287.50
		Purpose: BHS V								

Household Reservation Contract

100 Civic Center Parkway
 Burnsville, MN 55337

Contract #: 57295
Date: 03/19/2019
Organization: Burnsville High School Hockey
Main Contact: Guillaume Paek BHS Hockey

User:
Status:
Home Phone: (952)707-2111
mul sod Firm

Day	Date	Time	Rink	Ice Rink	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee		
Mon	02/03/2020	4:50pm - 6:20pm	Burnsville Ice Ctr	Gary R. Harker Rink	345.00					0.00	345.00	
	Fee Description			Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
	Winter Prime Time Hourly Rate			230.00	1.00	1.50	0.00	0.00	345.00			
	Purpose: BHS V											
Tue	02/04/2020	3:10pm - 4:40pm	Burnsville Ice Ctr	Gary R. Harker Rink	345.00					0.00	345.00	
	Fee Description			Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
	Winter Prime Time Hourly Rate			230.00	1.00	1.50	0.00	0.00	345.00			
	Purpose: BHS V											
Tue	02/04/2020	3:10pm - 4:10pm	Burnsville Ice Ctr	Rink 2	230.00					0.00	230.00	
	Fee Description			Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
	Winter Prime Time Hourly Rate			230.00	1.00	1.00	0.00	0.00	230.00			
	Purpose: BHS Boys JV											
Tue	02/04/2020	4:50pm - 6:20pm	Burnsville Ice Ctr	Gary R. Harker Rink	345.00					0.00	345.00	
	Fee Description			Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
	Winter Prime Time Hourly Rate			230.00	1.00	1.50	0.00	0.00	345.00			
	Purpose: BHS V											
Wed	02/05/2020	3:10pm - 4:40pm	Burnsville Ice Ctr	Gary R. Harker Rink	345.00					0.00	345.00	
	Fee Description			Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
	Winter Prime Time Hourly Rate			230.00	1.00	1.50	0.00	0.00	345.00			
	Purpose: BHS Boys V											
Wed	02/05/2020	3:10pm - 4:10pm	Burnsville Ice Ctr	Rink 2	230.00					0.00	230.00	
	Fee Description			Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
	Winter Prime Time Hourly Rate			230.00	1.00	1.00	0.00	0.00	230.00			
	Purpose: BHS Boys JV											
Thu	02/06/2020	2:50pm - 4:20pm	Burnsville Ice Ctr	Gary R. Harker Rink	345.00					0.00	345.00	
	Fee Description			Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
	Winter Prime Time Hourly Rate			230.00	1.00	1.50	0.00	0.00	345.00			
	Purpose: BHS Girls V											
Thu	02/06/2020	3:10pm - 4:10pm	Burnsville Ice Ctr	Rink 2	230.00					0.00	230.00	
	Fee Description			Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
	Winter Prime Time Hourly Rate			230.00	1.00	1.00	0.00	0.00	230.00			
	Purpose: BHS Girls JV											
Thu	02/06/2020	4:30pm - 7:00pm	Burnsville Ice Ctr	Gary R. Harker Rink	575.00					0.00	575.00	
	Fee Description			Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
	Winter Prime Time Hourly Rate			230.00	1.00	2.50	0.00	0.00	575.00			
	Purpose: BHS Boys JV vs Apple Valley											
Thu	02/06/2020	7:00pm - 9:00pm	Burnsville Ice Ctr	Gary R. Harker Rink	460.00					0.00	460.00	
	Fee Description			Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
	Winter Prime Time Hourly Rate			230.00	1.00	2.00	0.00	0.00	460.00			
	Purpose: BHS Boys V vs Apple Valley											
Fri	02/07/2020	3:10pm - 4:25pm	Burnsville Ice Ctr	Gary R. Harker Rink	287.50					0.00	287.50	
	Fee Description			Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
	Winter Prime Time Hourly Rate			230.00	1.00	1.25	0.00	0.00	287.50			
	Purpose: BHS V											
Fri	02/07/2020	3:10pm - 4:10pm	Burnsville Ice Ctr	Rink 2	230.00					0.00	230.00	
	Fee Description			Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee			
	Winter Prime Time Hourly Rate			230.00	1.00	1.00	0.00	0.00	230.00			
	Purpose: BHS Boys JV											

Household Reservation Contract

100 Civic Center Parkway
 Burnsville, MN 55337

Contract #: 57295
Date: 03/19/2019
Organization: Burnsville High School Hockey
Main Contact: Guillaume Paek BHS Hockey

User:
Status:
Home Phone: (952)707-2111
mul sod Firm

Day	Date	Time	Ice Rink	Location	Facility	Discount	Sales Tax	Net Fee	0.00	Total
Fri	02/07/2020	4:35pm - 5:50pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink			287.50	0.00	287.50
Purpose: BHS V										
Fee Description										
				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee	
				230.00	1.00	1.25	0.00	0.00	287.50	
Winter Prime Time Hourly Rate										
Mon	02/10/2020	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink			345.00	0.00	345.00
Purpose: BHS V										
Fee Description										
				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee	
				230.00	1.00	1.50	0.00	0.00	345.00	
Winter Prime Time Hourly Rate										
Mon	02/10/2020	3:10pm - 4:10pm	Ice Rink	Burnsville Ice Ctr	Rink 2			230.00	0.00	230.00
Purpose: BHS V										
Fee Description										
				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee	
				230.00	1.00	1.00	0.00	0.00	230.00	
Winter Prime Time Hourly Rate										
Mon	02/10/2020	4:50pm - 6:20pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink			345.00	0.00	345.00
Purpose: BHS Boys JV										
Fee Description										
				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee	
				230.00	1.00	1.50	0.00	0.00	345.00	
Winter Prime Time Hourly Rate										
Tue	02/11/2020	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink			345.00	0.00	345.00
Purpose: BHS V										
Fee Description										
				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee	
				230.00	1.00	1.50	0.00	0.00	345.00	
Winter Prime Time Hourly Rate										
Tue	02/11/2020	3:10pm - 4:10pm	Ice Rink	Burnsville Ice Ctr	Rink 2			230.00	0.00	230.00
Purpose: BHS V										
Fee Description										
				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee	
				230.00	1.00	1.00	0.00	0.00	230.00	
Winter Prime Time Hourly Rate										
Tue	02/11/2020	4:50pm - 6:20pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink			345.00	0.00	345.00
Purpose: BHS Boys JV										
Fee Description										
				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee	
				230.00	1.00	1.50	0.00	0.00	345.00	
Winter Prime Time Hourly Rate										
Wed	02/12/2020	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink			345.00	0.00	345.00
Purpose: BHS V										
Fee Description										
				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee	
				230.00	1.00	1.50	0.00	0.00	345.00	
Winter Prime Time Hourly Rate										
Wed	02/12/2020	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr	Rink 2			345.00	0.00	345.00
Purpose: BHS Boys V										
Fee Description										
				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee	
				230.00	1.00	1.50	0.00	0.00	345.00	
Winter Prime Time Hourly Rate										
Wed	02/12/2020	4:50pm - 5:50pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink			230.00	0.00	230.00
Purpose: BHS Girls V										
Fee Description										
				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee	
				230.00	1.00	1.00	0.00	0.00	230.00	
Winter Prime Time Hourly Rate										
Thu	02/13/2020	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink			345.00	0.00	345.00
Purpose: BHS Boys JV										
Fee Description										
				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee	
				230.00	1.00	1.50	0.00	0.00	345.00	
Winter Prime Time Hourly Rate										
Fri	02/14/2020	3:10pm - 4:25pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink			287.50	0.00	287.50
Purpose: BHS Girls V										
Fee Description										
				Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee	
				230.00	1.00	1.25	0.00	0.00	287.50	
Winter Prime Time Hourly Rate										

Household Reservation Contract

100 Civic Center Parkway
 Burnsville, MN 55337

Contract #: 57295
Date: 03/19/2019
Organization: Burnsville High School Hockey
Main Contact: Guillaume Paek BHS Hockey

User: mulsod
Status: Firm
 Home Phone: (952)707-2111

Day	Date	Time	Ice Rink	Location	Rink Name	Amount	Qty	Time Cnt	Discount	Sales Tax	Net Fee	0.00	345.00
Thu	02/27/2020	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink						345.00	0.00	345.00
	Fee Description												
	Winter Prime Time Hourly Rate												
						230.00	1.00	1.50	0.00	0.00	345.00		
	Purpose: BHS Boys V												
Fri	02/28/2020	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink						345.00	0.00	345.00
	Fee Description												
	Winter Prime Time Hourly Rate												
						230.00	1.00	1.50	0.00	0.00	345.00		
	Purpose: BHS V												
Mon	03/02/2020	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink						345.00	0.00	345.00
	Fee Description												
	Winter Prime Time Hourly Rate												
						230.00	1.00	1.50	0.00	0.00	345.00		
	Purpose: BHS Boys V												
Tue	03/03/2020	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink						345.00	0.00	345.00
	Fee Description												
	Winter Prime Time Hourly Rate												
						230.00	1.00	1.50	0.00	0.00	345.00		
	Purpose: BHS Boys V												
Wed	03/04/2020	3:10pm - 4:40pm	Ice Rink	Burnsville Ice Ctr	Gary R. Harker Rink						345.00	0.00	345.00
	Fee Description												
	Winter Prime Time Hourly Rate												
						230.00	1.00	1.50	0.00	0.00	345.00		
	Purpose: BHS Boys V												

Totals For Burnsville High School Hockey Contract # 57295:													
RESERVATION LINES:	304	DEPOSIT CHARGED:	0.00	FEES CHARGED:	98,205.40	TOTAL CHARGED:	98,205.40						
RESERVATION HOURS:	426.98	DEPOSIT PAID:	0.00	FEES PAID:	0.00	TOTAL PAID:	0.00						
		DEPOSIT DUE:	0.00	FEES DUE:	98,205.40	TOTAL DUE:	98,205.40						

Household Reservation Contract

100 Civic Center Parkway
Burnsville, MN 55337

Contract #: 57295
Date: 03/19/2019
Organization: Burnsville High School Hockey
Main Contact: Guillaume Paek BHS Hockey

User: mulsod
Status: Firm
Home Phone: (952)707-2111

ICE RENTAL AGREEMENT

A. The City is the owner and manager of the Burnsville Ice Center ("Ice Center"), which facility is conducive to and available for events open to the public. B. User desires to use portions of the Ice Center subject to the terms and conditions of this Agreement ("Agreement") and all applicable laws and regulations.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties mutually agree as follows:

1. **TERM.** The City hereby permits User the use of the Ice Center and facilities incidental thereto for the period dates used as set forth on the invoice attached above.
2. **FACILITIES.** User will have exclusive use of ice sheet(s) as well as appropriate dressing room(s) during the times scheduled. The City will maintain and clean the ice rink. The common areas of the Burnsville Ice Center shall be open to the public at all times. The User will have shared use of the common areas and may not prohibit use by other patrons.
3. **PAYMENT.** Payment terms require a non-refundable deposit with the due date listed on the invoice above. The balance of contract shall be due no later than one week prior to your first rental date.
4. **SERVICES.** Notwithstanding any other provision of this Agreement, the parties may separately agree for the provision of additional services, personnel, and staffing as needed.
5. **RULES AND REGULATIONS.** User hereby agrees that it and its members using the Ice Center will abide by all rules and regulations adopted by the City, and as amended from time to time, for use of the Ice Center.
6. **USER MAINTENANCE.** User shall be responsible for cleanup of the Ice Center and its facilities following each use of the Ice Center, including the pickup and proper disposal of all trash, litter and other debris left in the Ice Center by User and User's members, guest, invitees, and others utilizing the Ice Center under User's rental of the Ice Center.
7. **DAMAGE TO ICE CENTER.** User shall be liable to the City for any loss or damage to the Ice Center or its facilities occasioned by, or in connection with the use of the Ice Center by the User or User's members, guests, or invitees.
8. **INDEMNIFICATION.** User agrees to hold the City and its officers, agents, and employees harmless and defend and indemnify the City against any claims related to use of the Ice Center by User, its agents, employees, or subcontractors. User further agrees to defend, indemnify and hold the City, its officers, agents, and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, occasioned by or arising in connection with the use of the Ice Center by User or User's guests or invitees, including any and all claims for bodily injury or death or property loss or damage sustained as a result of use of the Ice Center by User or User's guests or invitees.
9. **CANCELLATION OR RESCHEDULING.** 9.1 BY USER: User shall notify Ice Center Management of any cancellation of any ice time scheduled under this Agreement no later than one month prior to first scheduled rental date. Except as otherwise provided herein, all ice time set forth on the above invoice must be paid for by the User whether or not the Ice Center is actually used.
9.2 BY CITY: The City reserves the right to: a) cancel this Agreement for any default or breach of this Agreement by the User or its members; and b) reschedule the dates or times of use by the User provided under Paragraph 1, if the City deems necessary. In the event of a mechanical, or other, failure of the Ice Center equipment or facilities, the City will notify User as soon as possible. The City will reimburse fees paid by the User for any time scheduled under this Agreement which makes the Ice Center unavailable to User as a result of such failures but shall not be responsible for any damages to User arising out of the cancellation.
10. **DISTRIBUTION OF AGREEMENT AND RULES.** Prior to using the Ice Center pursuant to this Agreement, User shall make available a copy of the Ice Center rules and regulations to User's members.
11. **AGENT AUTHORITY.** User certifies that s/he is the User or an agent for the User and is authorized to execute this Agreement and accept the responsibility for observance of the rules and regulations of the City.
12. **ASSIGNMENT.** User shall not assign this Agreement, or any interest arising herein, without the express written consent of the City.
13. **ENTIRE AGREEMENT.** The entire agreement of the parties is contained herein, and this Agreement supersedes all prior agreements and negotiations between the parties relating to the subject matter herein as well as any previous agreements presently in effect between the parties relating to the subject matter contained herein. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
14. **WAIVER.** Any waiver by either party of a breach of any provision of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.
15. **MISCELLANEOUS.** 15.1 Additional Fees. User shall pay such other equipment rental, maintenance, and other fees as appropriate and as set forth on the attached "Exhibit B". The City reserves the right to charge supplemental fees for the use of additional locker rooms, additional ice maintenance, and additional clean up expenses. 15.2 Sale of Food and Beverages. The City has the exclusive right to operate concession sales at the Ice Center for the sale of food and beverages, including food and beverages dispensed from vending machines. 15.3 Advertising. No advertising by User in or on any part of the Ice Center is permitted without the express written consent of the City. 15.4 Parking Lot Usage. The User will have shared use of the parking lot on a first come, first served basis and may not prohibit use by other patrons. 15.5 Alcohol. Alcohol is not allowed on the premises of the Ice Center. 15.6 Tax Exempt. Tax exempt organizations must provide a photocopy of the ST-3 or ST-17 form when returning signed contracts and payment. Failure to provide either of these documents will result in state taxes being charged to the respective organization.
16. **ACKNOWLEDGEMENT OF CONCUSSION AWARENESS OBLIGATIONS** Your organization organizes youth athletic activities, acknowledges that it has obligations under Minnesota state law to inform and educate coaches, officials, youth athletes, and their parents or guardians about concussions. These obligations include, but are not limited to, making information about the nature and risks of concussions accessible to all participating coaches, officials, youth athletes, and their parents or guardians and requiring that all participating coaches and officials receive periodic online training consistent with the standards set forth in Minnesota Statute and by the Centers for Disease Control. By signing this form and using these facilities, the undersigned acknowledges that it is subject to the responsibilities existing under Minnesota Statutes and verifies that all coaches, officials, youth athletes, and their parents or guardians have complied with the mandated policies prescribed by Minnesota Statute Sections 121A.37 and 121A.38.
17. **NOTICE.** All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States Mail, postage prepaid, as follows: By signing this Agreement, the parties acknowledge that they have read, understand, and agreed to abide by all its conditions as stipulated.

Association/User Representative and Title: _____ Signature: _____

Date: _____ Email Address: _____ Phone Number: _____

City of Burnsville Signatures:

Dean Mulso, Recreation Facilities Manager

Garrett Beck, Parks and Recreation Director (above \$5,000 and less than \$20,000)

Date: 03/19/2019
Household: 344



**Agenda IV.B.2.
September 12, 2019**

To: Members, Board of Education

From: Stephanie White, Director of Student Support Services

Date: September 6, 2019

Re: Approve agreement for co-located mental health services with Headway Emotional Health Services, Inc. for 2019-2020

RECOMMENDATION: that the Board of Education approve the agreement for mental health services with Headway Emotional Health Services, Inc. for 2019-2020 for a total of \$0 and authorize the Executive Director of Business Services to execute the agreement.

As a result of an agreement with Headway Emotional Health Services, Inc. for the past several years, mental health services have been made available within our schools.

The agreement for 2019-20 calls for 11.6 FTE therapists to be co-located in our schools.

Mental health services continue to be one of the greater needs of our student population and this agreement allows the district to better serve our students. I am pleased to recommend this agreement for your approval.

**CONTRACT TO PROVIDE SERVICES
BY AND BETWEEN
INDEPENDENT SCHOOL DISTRICT 191, BURNSVILLE-EAGAN-SAVAGE (ISD191)
And
HEADWAY EMOTIONAL HEALTH**

This contract is entered into by the Burnsville-Eagan-Savage Public Schools, District 191, 200 West Burnsville Parkway, Burnsville, Minnesota 55337 (“District 191”) and Headway Emotional Health (“Headway”), 6425 Nicollet Avenue South, Richfield, Minnesota 55423. District 191 and Headway will be collectively referred to in this contract as “the Parties”.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Services Provided

A. Services to Be Provided to District 191 Students at Family/Student or Third Party Expense

Headway agrees to provide mental health specialists to provide assessment and therapeutic treatment for students and families of students attending District 191 who may be experiencing mental health, personal and family problems that may be interfering with their education and daily functioning. This does not include IEP related mental health services. These services will be charged to the student or family or a third party. Headway will provide 11.6 FTE mental health specialists and 4 master’s level interns.

Services will be provided to District 191 students at the following sites:

- Burnsville High School (2.6 FTE, 1 Intern)
- Eagle Ridge Middle School (1 FTE, 1 Intern)
- John Metcalf Middle School (1 FTE)
- Nicollet Middle School (1 FTE, 1 Intern)
- Edward Neill Elementary (1 FTE)
- Gideon Pond Elementary School (1 FTE)
- Harriet Bishop Elementary School (1 FTE)
- Sioux Trail Elementary School (1 FTE)
- Sky Oaks Elementary School (1 FTE, 1 Intern)
- William Byrne Elementary School (1 FTE)

Headway’s mental health specialists may also provide limited, short-term coordination and consultation with school staff as needed and as indicated by best practices for client care. This will be done only to the extent that it does not impact billable session time or capacity.

B. Limitations

Sites not served under the terms of this contract are:

- Hidden Valley Elementary School
- Marion W. Savage Elementary School
- Rahn Elementary School
- Vista View Elementary School

Headway may occasionally provide limited, short-term services to uninsured to the extent that these services do not further increase the projected losses to Headway. Headway reserves the right to decline referrals of uninsured students.

Headway and District 191 will meet face to face on an agreed upon basis to review productivity outcomes and discuss viability strategies.

Headway reserves the right to make changes in FTE's or sites served based on financial viability of site assignments or overall District performance.

C. Responsibilities and Contributions of District 191 Staff

District 191 staff will partner with Headway in making services provided under this contract financially viable and to help mitigate the \$134,000 projected operating loss to Headway as a result of services provided to the District during this school year. District 191 staff will supply Headway mental health specialists with the required number of referrals each month and ensure students referred have health insurance coverage. If referring uninsured students, District 191 staff will assist families in accessing coverage for which they may be eligible.

II. Headway Employee Training, Background and Employment Status

A. Training

Headway will ensure that its employees providing service to District 191 students will be appropriately trained for the services they render and appropriately supervised by Headway. Headway has determined that its employees should have a master's degree in a mental health discipline.

B. Criminal Background Check

Headway hereby warrants that each Headway employee providing service to District 191 has been subjected to a criminal background check pursuant to Minnesota Statute Section 299C.60 *et. seq.* Statute Section 123B.03 (as an independent contractor employed by the District) Headway warrants that no prohibited sexual contacts were discovered pursuant to such background inquiries for any employee assigned to work at a District 191 site. A copy of each staff member's criminal background study will be provided to District 191 upon request.

C. Employment

Headway employees shall be hired and employed by Headway. Headway will be solely responsible for hiring, training, discipline, discharge, and assignment of employees. Headway will assign services providers to serve in the District for ten months.

Changes in personnel will be made by Headway. Headway agrees to seek consultation with the District 191 regarding assignment of service providers to District 191 sites. District 191 shall have absolute authority to prohibit a Headway staff member from providing service under this Agreement. If this occurs, Headway will have thirty business days to replace the provider without disruption of the contract.

Headway employees will not be responsible to provide administrative support to the school and should not be assigned to duties by school staff or administration.

Student, family, and staff support that is related to mental health needs of the student will be provided by the service provider as they and/or Headway deem necessary and appropriate. Headway and its employees will have exclusive control and the exclusive right to determine the types, amount, and extent of services, if any, that are provided. They will have the exclusive right to serve, refuse to serve, or terminate any client relationship.

The mental health specialists will work as assigned by Headway for an 8.5 hour day (including a lunch period and breaks as required by applicable law and set by Headway) providing services before, during,

and after school day hours during the 2019-20 school year. Specific hours will depend on the start time for each school and will be determined by Headway. A total of 11.6 FTE's and 4 Interns will be assigned to serve 10 school sites. The assignments may change during the school year in order to meet the needs of the schools and/or its students. A copy of the current assignments can be requested from the Headways ISD 191 School-Based Supervisor or the ISD 191 Director of Student Services.

Headway employees will receive pay and benefits from Headway and will receive paid leave and holidays and any other benefits in accordance with Headway's personnel policies. Nothing in this contract shall be construed to make a Headway employee and employee of District 191. Service providers and Headway specialists agree that they are not eligible for any benefits provided to District employees or volunteers, including but not limited to insurance, severance, employee benefits, workers compensation, discounts, tenure, or any other District employee benefits.

III. Independent Contractor Status

Headway is an independent contractor under this contract. It will provide all necessary training to its employees and will provide all tools, equipment, supplies, and materials other than the following: ISD 191 will provide a private space with an internet connection and a locking file cabinet for Headway staff to provide therapy sessions.

The mental health specialists will keep records of the various services rendered and in a manner that complies with the applicable privacy laws, so the Parties may evaluate the effectiveness of the services performed. Headway personnel shall regularly submit information to the Headway supervisor regarding services rendered. Headway supervisor will provide a monthly summary report to the District, in addition to a year-end summary report at the completion of the 2019-20 school year.

Headway will determine how to provide services, they types and amounts of services, and which of its employees will provide the services based on their expertise and professional standards.

IV. Data Practices and Confidentiality/Informed Consent

Headway certifies that its staff members have been instructed on the private nature of information related to students of District 191. Headway will ensure that each service provider will review District 191's Data Privacy Policy in full before the provider begins work in the District.

Each Party will be responsible for any data that it creates or maintains and will comply with the state and federal law requiring the acquisition of data, the storage of data, the release of data, and the destruction of data. Headway will obtain a release of information from each parent/guardian or adult student to share and obtain information from District 191. As members of school collaborative education teams, Headway will provide general recommendations to building staff that will enhance and improve education. District 191 will share information with Headway only as specified under district policy.

Headway will require that students under age 18 years of age will have the written, informed consent of their parent or guardian before Headway provides any services. Students ages 18 years of age and older will sign a written informed consent before services are rendered. Headway will provide initial crisis assessment and support without parental consent.

V. District Obligations under Special Education or Other Law

Headway has no authority to designate its services as "special education", "Section 504" or "related services" under the Individuals with Disabilities Education Improvement Act (IDEIA); Minnesota Statute Section 125A.; Section 504 of the Rehabilitation Act, or any other state or federal disability law.

District 191 has certain obligations under the above laws and is solely responsible for providing the services, if any, required by the state and federal laws.

Headway employees may not engage in restraint or seclusion (restrictive procedures) or corporal punishment upon students of District 191 while working as independent contractors for the District.

VI. Term

This Agreement shall be effective for the regular 2019-20 school year. The term does not include summer school or extended school year.

VII. Termination

Either party may elect to terminate this Agreement by providing 60 days written notice to the contract person identified in Section XVI of this Agreement.

VIII. Contract Payments

Headway is providing these services for the 2019-20 school year as a contribution to the Burnsville-Eagan-Savage community and without financial support from District 191. In the event that District or Dakota County Local Collaborative Time Study (LCTS) funds become available, contract payments may be reinstated.

IX. Insurance and Indemnity

Headway shall maintain insurance coverage to cover any claims arising out of the services provided under this contract and naming District 191 as an additional insured for purposes of claims arising out of services provided under this contract. A certificate evidencing insurance obtained by Headway shall be furnished to District 191 upon request. Headway shall carry the following minimum insurance coverage in a form acceptable to District 191 at Headway's expense during the term of this contract.

- General Liability Insurance, \$1,500,000 per occurrence, minimum.
- Professional Liability Insurance, \$500,000 per occurrence, minimum.
- District 191 will be listed as an additional insured on Headway's insurance policies with respect to claims related to the services provided under this Agreement.

Headway agrees to defend, indemnify and hold harmless District 191 from any and all liability, claims, causes of action, damages, costs including attorneys' fees and expenses for injuries or damage to person or property arising from or in connection with any intentional or negligent act or omission of Headway, its officers, agents and employees; however, this provision has no effect if the sole proximate cause of injuries or damage is the intentional or reckless conduct of District 191.

X. Compliance with Applicable Laws

The Parties warrant that they will comply with all applicable federal, state and local laws.

XI. Non-Discrimination

Neither Headway nor District 191 shall discriminate on the basis of race, religion, creed, color, sex, national origin, disability, age, marital status, public assistance status, membership or activity in a local human rights commission, veteran status, or sexual orientation.

XII. Successors

All covenants, stipulations and promises in this Agreement will be binding upon and insure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. Headway does not have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of District 191. Any prohibited assignment will be null and void.

XIII. Governing Law

This Agreement will be governed by and construed pursuant to the laws of the state of Minnesota.

XIV. Waivers

No failure on the part of either party to exercise and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof.

IX. Amendments

This Agreement may not be modified, amended, rescinded, canceled or waived in whole or in part, except by a written instrument signed by both parties or as provided in Section VII, Termination.

XV. Entire Agreement

This Agreement constitutes and expresses the entire agreement and understanding between the Parties relative to the service provided by Headway. This Agreement supersedes all other prior agreements between the Parties.

XVI. Notices

Any notices required by this Agreement shall be sent to the following contact persons for the respective parties. By their signatures below, the signor acknowledges that he/she has authority to contract on behalf of the Party and that the Party agrees to all of the provisions contained in this contract.

Headway Emotional Health

Independent School District 191

Regina Brown
Chief Client Services Officer
6425 Nicollet Ave S
Richfield, MN 55423
(612) 746-0900

Burnsville-Eagan-Savage
Lisa Rider, Business Manger
100 River Ridge Road
Burnsville, MN 55337
(952) 707-2050

BURNSVILLE EAGAN SAVAGE
Independent School District 191
Human Resources

AGENDA ITEM: IV.B.3.

To: Members of the Board of Education
Superintendent Dr. Theresa Battle

From: Stacey Sovine
Executive Director of Human Resources

Date: September 12, 2019

RE: **Collective Bargaining Agreement with the Burnsville District-wide Administrators**

RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE PROPOSED REVISIONS AND RE-ADOPT THE UNCHANGED LANGUAGE IN THE 2019-2021 MASTER AGREEMENT WITH THE BURNSVILLE DISTRICT-WIDE ADMINISTRATORS

The District reached a tentative agreement on a new, two-year contract with the District-wide Administrators on August 20, 2019. There are 14 individuals within the unit. During the collective bargaining process, 4 language items were on the table for discussion.

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

- Increase matching program to a maximum of \$3,500
- Modified Long Term Disability Language
- Steps both years.

Economic terms agreed to include:

- 1.0% increase year one and 1.0% on year two on the salary schedule
- 2 year increased cost \$71,275 for salary and benefits.
- MSBA 2 year package increase is 2.31%

MASTER AGREEMENT

July 1, ~~2017~~ 2019 – June 30, ~~2019~~ 2021

**BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT 191
BURNSVILLE, MINNESOTA**

and

**DISTRICTWIDE ADMINISTRATORS
ASSOCIATION**

ARTICLE I - GENERAL INFORMATION

Section 1. RECOGNITION

This agreement between Independent School District 191 and ISD 191 Districtwide Administrators Association covers the year July 1, ~~2017~~ 2019 – June 30, ~~2019~~ 2021. In the event that a new agreement has not been mutually adopted by July 1, ~~2019~~ 2021, this agreement will remain in effect; individual salaries for ~~2019-2020~~ 2021-2022 will remain at the ~~2018-2019~~ 2020-2021 amounts until a new agreement is reached, and the new agreement will determine salaries for ~~2019-2020~~ 2021-2022.

The ISD 191 Districtwide Administrators Association is recognized as the exclusive representative of this unit. Duly authorized representatives of the Association are permitted to conduct Association business on school property during regular business hours with notification of supervisor so long as it does not interfere with normal District operations.

Section 2. INITIAL PLACEMENT

In the event of a change in personnel, initial salary schedule placement determination is the responsibility of the Superintendent of Schools or designate. Prior to making the determination, the Superintendent or designate shall consult with the supervisor of the position to determine the initial salary step. Experience, training, past performance and other factors may be considered in initial placement.

Section 3. PROBATIONARY PERIOD

All Districtwide Administrators selected to work in a position for which an educational license is not required shall serve a one year probationary period. A Districtwide Administrator selected to work in a position for which an educational license is required will serve a probationary period consistent with MN. Statute 122A.40. A Districtwide Administrator can be released or removed during probation, provided his/her performance has been reviewed three times. Districtwide Administrators will move on step on July 1 provided they have started in the position by January 1st of the current year.

Section 4. SALARY INCREASES

A salary increase under this contract shall be conditional, based upon a year of satisfactory service to the District.

An Administrator shall be deemed to have had a year of satisfactory service unless the Administrator has been notified to the contrary in writing by January 15th of that year, and prior to March 15 the Administrator has had the opportunity to have consulted and worked with the Administrator's immediate supervisor in raising the level of job performance.

After the procedures set forth in the preceding paragraph have been followed, and assuming dismissal proceedings have not been instituted, an Administrator who has had a year of unsatisfactory service will not be granted a salary increase.

Section 5. PERSONNEL FILES

An Administrator shall have access to his or her own personnel file. The Administrator may copy material in the file at the Administrator's own expense. Administrators shall have the opportunity to read and sign all formal personal performance evaluations before they are entered in the personnel file. An Administrator may attach a signed explanation, rebuttal or amplification to any material entered in the Administrator's personnel file.

Section 6. POSITION ELIMINATION

For employees hired into the unit prior to October 1, 2012, if an Administrator leaves the District because of a discontinued position, they shall receive seven (7) days pay at the current rate for each year of service in the District to a maximum of 130 days pay.

ARTICLE II - CALENDAR

Section 1. BASIC WORK YEAR

The normal work year for Administrators is 12 months. When the work year is less than 12 months or less than eight hours per day, leave benefits will be prorated.

When applicable, prorated salaries shall be computed by dividing the annual salary by the number of days in the work year; i.e., 261 days for full time 12 month employees.

If an Administrator is dismissed from work or told not to report by order of the Superintendent because of an emergency situation, a full day's wages shall be paid.

Section 2. VACATION

A. Each full-time administrator shall have twenty-eight vacation days.

B. All vacation time must be taken within 24 months of the start of the fiscal year in which it is received or be forfeited.

C. Effective July 1, 2018, up to five (5) days of vacation carried over from the previous fiscal year will be deposited into the Minnesota State Retirement System's Post-Retirement Healthcare Savings Plan. The value of each day shall be 1/261 of the annual salary of the previous fiscal year if the employee is a 12-month employee.

D. An Administrator who terminates employment during a fiscal year is entitled to vacation benefits earned during that fiscal year. The Administrator may elect to take the earned vacation days before the date of termination or to accept a lump sum payment at the current rate for unused days. An Administrator who uses unearned vacation must reimburse the District at the time of termination.

Section 3. HOLIDAYS

Administrators will have ten holidays each year: Independence Day, Labor Day, Thanksgiving Day and the day following, Christmas Eve Day, Christmas Day, New Years Eve Day, New Years Day, Memorial Day, and one (1) additional holiday as determined consistent with the academic calendar. Effective July 1, 2004, Districtwide Administrators may select one of the following days as the holiday that is consistent with the academic calendar; Education Minnesota Conferences (the third Thursday or Friday in October), Martin Luther King Day, Good Friday/Passover.

ARTICLE III - ABSENCES

Section 1. PERSONAL ILLNESS ABSENCE

Administrators will be granted twelve (12) days annual personal illness absence at the beginning of each contract year. Unused days may accumulate to 180 days.

If an Administrator is absent for more than 30 consecutive working days, income protection insurance will take effect according to the terms of the existing LTD insurance policy. Any excess days will be available upon return.

Doctor and dental appointments may be considered as personal illness absence.

Upon terminations of employment, the District will be reimbursed for personal illness absences taken but not earned.

Section 2. CONDITIONAL USE FAMILY ILLNESS AND BEREAVEMENT ABSENCE

District-wide Administrators will have (10) days of conditional use, paid time off days. These days will not accrue. These days are to be used exclusively for the purpose of family illness and/or bereavement. Family is defined as parent or former guardian, spouse, siblings, parent of spouse, child, or dependent living in the immediate household and those who dwell under the same roof and comprise a family or domestic establishment.

In the event a second death occurs in a fiscal year, the Executive Director of Human Resources can grant additional, reasonable time off.

Section 3. SICK OR INJURED CHILD CARE LEAVE (§ 181.9413)

Administrators who have exhausted their family illness absences may use personal illness absence provided by the employer for absences due to an illness of the employee's child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use personal illness benefits for the employee's own illness. This section applies only to personal illness benefits payable to the employee from the employer's general assets.

A "child" means an individual under 18 years of age or an individual under age 20 who is still attending secondary school.

Section 4. PERSONAL BUSINESS ABSENCE

Administrators will receive two (2) days each contract year for personal business activities that cannot be handled outside the normal work day. These days may not accumulate beyond the year in which they are received.

Section 5. PROFESSIONAL ABSENCE

Administrators may be allowed to attend professional meetings and other activities of a professional nature with full pay. Advance authorization must be obtained.

Section 6. RELIGIOUS ABSENCE

Administrators may use two (2) days of sick absence or personal absence per year as religious absence for religious observance of a sacred holiday when such observance cannot take place outside the normal work day. Written application must be made to the Executive Director for Human Resources at least ten (10) days in advance.

Section 7. JURY DUTY

Administrators will receive their regular pay from the District while on Jury Duty. Any money paid to the Administrator for Jury Duty service will be turned over to the District. Any money paid to the Administrator for travel expense will be retained by the Administrator.

Section 8. EMERGENCY CLOSINGS

In the event the Superintendent closes schools for a snow day or another emergency, Districtwide Administrators can take a vacation day or personal day.

Section 9. ATTENDANCE INCENTIVE

An employee who as of July 1, 2014,

(a) has accumulated leave time in excess of six hundred (600) hours determined as of June 15th of the same tax year, and

(b) has taken one (1) or less leave days in the current fiscal year

shall have sufficient leave days converted at the rate equal to seven hundred and fifty dollars (\$750) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15 payroll.

An employee who as of July 1, 2014

(a) has accumulated leave time in excess of six hundred (600) hours determined as of June 15th of the same tax year, and

(b) has taken more than 1 leave day up to three (3) leave days in the current fiscal year

shall have sufficient leave days converted at the rate equal to four hundred and fifty dollars (\$450) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15 payroll.

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

“Leave days” include all absences except Bereavement, Vacation, District Professional leave days, and paid days substituted for unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), as amended.

Effective July 1, 2014 the conversion rate for leave days shall be one hundred and fifty dollars (\$150) per day.

ARTICLE IV - LEAVES

Section 1. PROFESSIONAL ACTIVITY LEAVE

A professional activity leave to pursue a prescribed course of study may be granted for a period of up to one year at the sole discretion of the School Board. Applications shall include a description of the benefit to the District.

A committee of one Board member, the Superintendent of Schools and one Administrator named by the Association shall interview applicants within 30 days of the deadline date and make a recommendation to the Board of Education within 30 days of the conclusion of the interview.

Applicants awarded such leave shall be compensated at 70 percent of the current salary computed on the number of working days involved.

To be eligible for such leave, an Administrator must have been an Administrator in the District's employ for at least five (5) years. Administrators granted such leave shall pledge themselves to two (2) years, or prorated for leaves of less than one (1) year, service in the District following termination of the leave or pay back a prorated portion of the monies paid while on leave if early release is requested. This item is not subject to the grievance procedure.

Section 2. GENERAL LEAVE

A leave may be granted for up to two (2) years without pay or fringe benefits upon recommendation of the Superintendent and approval of the Board. Insurance may be continued subject to the rules of COBRA and at the expense of the employee.

At the time a leave is granted, a date will be established for tentative return to the position in the District insofar as is possible. Upon return, the employee shall have all benefits applicable to this agreement reinstated subject to completion of enrollment forms.

This item is not subject to the grievance procedure.

Section 3. MATERNITY LEAVE

Maternity disability absence shall be treated as any other temporary disability.

Section 4. PARENTAL LEAVE

An unpaid parental leave of up to a maximum of one (1) year shall be available to Administrators for the purpose of caring for a child for which the Administrator has legal responsibility. The request for parental leave shall include an estimated commencement date and return date. The estimated commencement date shall be following the physician's estimated date of cessation of disability. For an adoption, the commencement date shall be immediately following when the child is turned over to the parent. Insurance benefits may be continued at the employee's expense per COBRA.

ARTICLE V - MATCHING CONTRIBUTION & SEVERANCE PAY

Section 1. MATCHING CONTRIBUTION

Effective July 1, 2016, the District will match up to \$2,000 per year to an approved Minnesota deferred compensation program as permitted by M.S. 356.24. After a District-wide Administrator has completed one year of service, the District will match up to \$2,750 per year to an approved Minnesota deferred compensation program. This matching contribution is available to all District-wide Administrators. Employees who work less than full-time shall receive a pro-rated contribution to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1st. The contribution will remain in effect for the duration of the fiscal year.

Effective July 1, 2018, the District will match up to \$2,250 per year to an approved Minnesota deferred compensation program as permitted by M.S. 356.24. After a District-wide Administrator has completed one year of service, the District will match up to \$3,000 per year to an approved Minnesota deferred compensation program. This matching contribution is available to all District-wide Administrators. Employees who work less than full-time shall receive a pro-rated contribution to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1st. The contribution will remain in effect for the duration of the fiscal year.

Effective July 1, 2019, the District will match up to \$2,750 per year to an approved Minnesota deferred compensation program as permitted by M.S. 356.24. After a District-wide Administrator has completed one year of service, the District will match up to \$3,500 per year to an approved Minnesota deferred compensation program. This matching contribution is available to all District-wide Administrators. Employees who work less than full-time shall receive a pro-rated contribution to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1st. The contribution will remain in effect for the duration of the fiscal year.

ARTICLE VI - CONTINUATION OF BENEFITS

Section 1. TERMINATION

Upon termination of employment, all District contributions shall cease. An employee may continue to participate in health and accident group plans pursuant to law and/or carrier conversion provisions, if any.

Section 2. LEAVES OF ABSENCE

An employee on a District approved unpaid leave of absence shall be permitted to participate in group insurance programs, to the extent permitted by the carrier, but shall pay all premiums during the term of the leave.

Section 3. DISABLED EMPLOYEE

An employee who becomes eligible for long term disability shall retain such benefits as are provided by the carrier, and the District shall make normal contractual contributions for health and accident insurance for the period of three years from the time he/she qualifies for LTD benefits. When a districtwide administrator becomes eligible for long-term disability benefits (31st day of disability), vacation, personal days, sick leave, bereavement, and family illness leave shall be pro-rated based upon time worked.

Section 4. DEATH OF AN EMPLOYEE

The family of a deceased employee may continue to participate in the group health and hospitalization insurance plan for up to 36 months following the death of the employee by paying the total cost of the premium.

Section 5. EARLY RETIREMENT

An Administrator who has reached age 55 and who has at least ten (10) years of continuous service in the District shall be eligible to continue participation in the District group medical/hospitalization insurance plan. Group determination will be as per MN Statute 471.61. The administrator will pay the premium.

For Administrators ranked at 14 and above and who were hired before July 1, 1998, the District shall contribute 75% of the dollar amount of the premium in effect at the time of the Administrator's retirement until the Administrator is eligible for Medicare. The portion of the premium not paid by the District shall be paid by the Administrator.

ARTICLE VII - INSURANCE BENEFITS

Section 1. HEALTH AND ACCIDENT COVERAGE

For all Districtwide Administrators who have a full-time assignment, who are employed by the District, who qualify and are enrolled in the District base plan, the District contribution for individual or dependent coverage shall be as follows:

- A. Single Health and Hospitalization Insurance. The District will contribute an amount equal to 95% of the composite premium for an employee who works 30 hours or more and who enrolls the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- B. Dependent Health and Hospitalization Insurance. The District will contribute an amount equal to 83% of the composite premium for an employee who works 30 hours or more and who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.

- C. Both Spouses Employed. If an employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.
- D. With respect to health coverage subject to Health Care Reform, the District reserves the right to provide coverage "in addition to" the coverage described herein, for one or more individuals covered by this agreement, in order to manage the potential penalties to which the District may be subject. Such coverage in addition to the coverage described herein will be considered bargained but specifically will not be considered part of the aggregate value of the benefits and specifically will not be subject to any applicable aggregate reduction in value limitations.

Section 2. LIFE INSURANCE

The District shall pay for \$50,000 term life insurance for all Administrators who enroll in the term life program. Effective January 1, 2009, pursuant to the terms of the policy purchased by the District, all Districtwide Administrators shall pay for an additional \$200,000 of life insurance via pay roll deduction.

Section 3. LONG TERM DISABILITY INSURANCE

Administrators shall be covered by the District policy in effect for Long Term Disability insurance. The conditions of the carrier shall be controlling.

At the Administrator's request, and upon qualifying for Long Term Disability payments, the District will pay to Administrators who have accumulated over 30 days of personal illness leave the remaining fraction of regular income with 1/3 ~~or 1/4~~ day subtracted from the total number of remaining personal illness leave days. This supplement will continue until remaining personal illness leave is exhausted or until the employee has been disabled for six (6) months.

For purposes of qualifying for retirement benefits after a disability absence of six (6) months, the eligible Administrator will be returned to personal illness until such leave is exhausted. Accumulated personal illness leave must be exhausted before the employee may reapply for LTD benefits.

Section 4. DENTAL INSURANCE

For each Administrator, the District shall contribute the total cost of the premium for individual and dependent coverage as set forth under the policy in effect in the District.

Section 5. LIABILITY INSURANCE

The District will provide liability insurance coverage for each Administrator.

ARTICLE VIII - MISCELLANEOUS BENEFITS

Section 1. MILEAGE AND EXPENSE

EXPENSES: The District will reimburse Administrators for mileage and expenses of job related activities pursuant to School Board Policy upon submission of proper forms.

Section 2. TAX SHELTERED ANNUITY AND DEFERRED COMPENSATION PLANS

Tax sheltered annuities and deferred compensation plans, either variable or fixed, shall be made available to Administrators. Regulations and procedures are available in the Human Resources Office. The District's 403(b)

Committee, comprised of members from every bargaining unit will review board policy and regulations annually for compliance with State and Federal laws.

The Districtwide Administrators shall appoint a member to represent the unit on the District's 403(b) Committee. The committee recommended the following 403(b) vendors; Fidelity, Fidelity via Educators Financial Services (E.S.I.), AXA (Equitable) and Lincoln Financial Services. All bargaining units approved the plans in November, 2008 for implementation January 1, 2009.

All deposits including employee elections and employer matches will be deposited into one of the above plans. Any employee hired after January 1, 2009 who elects to defer compensation in to a 403(b) account will be automatically enrolled in Fidelity unless they affirmatively opt out and select one of the other approved vendors.

The District will institute a standing 403(b) Committee comprised of representatives from each bargaining unit with representation determined by the size of each group.

Section 3. FLEXIBLE BENEFIT PLAN

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

Section 4. PROFESSIONAL MEMBERSHIPS

The District will fund memberships in not more than two state organizations and not more than one national organization for each Administrator. All such memberships must be consistent with the Administrator's assignment and subject to advance approval of the immediate supervisor. Exceptions may be granted by the Superintendent.

Section 5. TUITION REIMBURSEMENT

Sub 1. For individuals hired prior to July 1, 2010, the District will reimburse tuition costs to Administrators for approved course-work that is of benefit to the District. Advance approval and verification of satisfactory completion are required. Reimbursement will not be paid to Administrators on leave.

Subd 2. Employees hired after July 1, 2010 are eligible for up to one thousand dollars (\$1,000) in tuition reimbursement per school year for post-graduate coursework that is germane to their assignment and benefits the District. All coursework must be preapproved by the Executive Director of Human Resources.

Subd 3. Effective July 1, 2012, employees who have earned a doctorate from an accredited college or university will receive an additional two thousand dollars (\$2,000) per year above the salary schedule, if the Board determines that the doctorate relates to the employee's position with the District.

Section 6. PROFESSIONAL DEVELOPMENT

The District supports continuous improvement and development of all personnel. Administrators are encouraged to attend professional meetings and other activities of a professional nature. The District will pay expenses associated with authorized professional meetings and activities. The event must be germane to the administrator's assignment. The administrator's immediate supervisor must approve the activity.

Section 7. EXCEPTIONAL SERVICE PAY

Subd. 1. When Districtwide Administrators teach courses through the District Staff Development Department or Community Education, they will be compensated at the rate normally used to compensate other professional instructors.

Subd. 2. When Districtwide Administrators render special services that both the Association and the District deem well beyond the scope of their normal job description, Association leaders and District administration shall meet and confer on terms and conditions for the special service performed.

Section 8. INDEMNIFICATION

Subject to the limitations on liability set forth in the Minnesota Statutes, the District shall defend and indemnify Administrators for damages, including punitive damages, claimed or levied against the Administrator, provided that the Administrator: (1) was acting in the performance of the duties of the position, and (2) was not guilty of malfeasance in office, willful neglect of duty, or bad faith. Indemnification of Administrators provided under this section shall be modified in accordance with any amendments to Section 466.07 of the Minnesota Statutes.

Section 9. JOB EVALUATIONS

A Districtwide Administrator shall have the right to request a position re-evaluation if he or she feels that their duties and responsibilities have changed significantly over time. The Director of Human Resources shall share the results with the Administrator via a summary conference.

ARTICLE IX - GRIEVANCE PROCEDURE

Section 1.

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

Section 2. LEVEL I

In the event that an Administrator or the Association believes there is a basis for a grievance, the Administrator shall complete the District grievance form and submit a copy to the Executive Director of Human Resources within twenty (20) days of the alleged grievance. A District representative shall meet with the grievant within ten (10) working days of the receipt of the grievance and render a written decision within five (5) working days of the meeting. A copy of the decision will be placed in the grievant's personnel file.

Section 3. LEVEL II

In the event the grievant or the Association is not satisfied with the decision rendered at Level I, the grievant may appeal, in writing, to the Superintendent of Schools within five (5) working days after the decision at Level I has been rendered and disseminated. Within ten (10) working days upon receipt of the appeal, the Superintendent of Schools shall meet with the grievant. The Superintendent of Schools shall respond, in writing, within fifteen (15) working days of the meeting.

Section 4. LEVEL III

If the grievant or the Association is not satisfied with the disposition of the grievance by the Superintendent of Schools, the alleged grievance may be submitted to arbitration. Notification of dissatisfaction shall be made, in writing, to the Superintendent of Schools within ten (10) working days after the decision has been rendered.

The dispute will be submitted to an arbitrator selected and agreed upon by both parties. The arbitrator shall have no power to alter, add or subtract from the expressed terms of the contract. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 5.

The grievant may have an Association representative either join or represent the grievant at any level and at the grievant's discretion.

Section 6.

If a grievance is not responded to at Levels I and /or II within the time limits and the limits have not been mutually waived, the alleged grievance is viewed to have been denied and the grievant has the right to move to the next level.

Section 7.

If the grievance is not presented or transmitted by the grievant within the time limits set forth above, it shall be considered dropped. The time limit in each step may be extended by mutual written agreement of the parties.

Section 8.

Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

Section 9.

No reprisals of any kind will be taken by the Board or the School Administration against any Administrator because of participation in this grievance procedure.

Section 10.

The Superintendent of Schools may appoint a designee to act in the Superintendent's behalf at Level II.

LONGEVITY

Effective July 1, 2014, after 5 years of District service, District-wide Administrators are eligible for a \$250 stipend; after ten years of District service, District-wide Administrators are eligible for a \$500 stipend; after fifteen (15) years of District service, District-wide Administrators are eligible for a \$1,000 stipend; after twenty years, a \$2,000 stipend.

**ARTICLE X
DURATION**

Section 1. Terms and Reopening Negotiations: This contract shall be effective as of July 1, 2015 2019, and shall continue in effect through June 30, 2017 2021, or thereafter until replaced by a subsequent agreement. Negotiations for a successor agreement may commence when the parties mutually agree, but in no event later than ninety (90) days prior to expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School Board and the District-wide Administrators Association. The provisions herein relating to terms and conditions of employment supersede and take precedence over any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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

Section 4. Amendment: This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written, signed agreement to this Agreement.

Salary Schedule
July 1, 2017 2019 – June 30, 2019 2021

Level	Position	2019-2020	2020-2021
	Director of Curriculum, Instruction, and Student Support Services		
	Executive Director of Individualized Student Services		
Step 1		\$ 137,100	\$ 138,450
Step 2		\$ 140,600	\$ 142,000
	Director of Operations, Properties, and Transportation		
	Director of Community Education		
	Director of Strategic Partnerships and Pathways		
Step 1		\$ 128,900	\$ 130,200
Step 2		\$ 132,200	\$ 133,500
	Director of Activities and Athletics		
Step 1		\$ 117,800	\$ 119,000
Step 2		\$ 120,900	\$ 122,100
	Director of Food Services		
	Director of Communications		
	Special Education Supervisor		
Step 1		\$ 107,850	\$ 108,950
Step 2		\$ 110,700	\$ 111,800
	Community Education Coordinator		
Step 1		\$ 91,550	\$ 92,450
Step 2		\$ 95,700	\$ 96,650
	Adult Basic Education Coordinator		
Step 1		\$ 73,500	\$ 74,250
Step 2		\$ 75,700	\$ 76,450

HUMAN RESOURCES

AGENDA ITEM: IV.B.4.

To: Members of the Board of Education
Superintendent Dr. Theresa Battle

From: Stacey Sovine
Executive Director of Human Resources

Date: September 12, 2019

RE: Seasonal, casual and temporary employee Pay Rates for the 2019-2020 School Year

Recommendation: That the Board of Education approves the following rates of pay for the 2019-2020 school year.

Discussion:

The following rates of pay and stipend amounts are both fiscally responsive and competitive with surrounding districts. Most rates have remained flat. There's a recommendation extended to the Board to approve all rates listed herein.

GENERAL

2019 / 2020 Effective: 9/12/2019

Adapted Athletic Facil.	\$	1,937.00	
Awards Coordinator	\$	474.00	
BHS Graduation Coordinator	\$	1,326.00	
BHS Overload Rate current course Added 9.1.18	\$	2,000.00	per semester plus loss prep reimbursement
BHS Overload Rate new course Added 9.1.18	\$	3,500.00	per semester plus loss prep reimbursement
Burnsville Strong Advisor (Lead)	\$	2,800.00	
Career Fair Coordinator	\$	1,683.00	
Curriculum Lead	\$	1,000.00	
Lead LSN Stipend	\$	2,500.00	
Elem. Arts Festival Coordinator	\$	700.00	
PALS / BYC / Extended Year Site Lead		\$35 per hour	
PALS / BYC / Extended Year Site Lead (Non-Licensed)	Per Unit contract hourly rate		
First Tech	\$	2,623.00	
Honor Society Middle School	\$	684.00	
Mentor	\$	250.00	
Mentor Leadership Meetings	\$	50.00	per mtg
Power of One	\$	668.00	
Robotics	\$	2,623.00	
Theater Stipend	\$	6,800.00	
Webmaster Secondary	\$	3,124.00	
Writing Center	\$	1,500.00	
Community Facilitator	\$	13.00	per hour

SUBSTITUTES (Casual)

Avid Tutor	\$	13.00	per hour
Clerical (Casual Employees)	\$	14.00	up to step 1 of position classification
Clerical (Former Permanent Employees)	\$	22.25	per hour
Education Assistant	\$	11.75	per hour
Food Services	\$	11.10	per hour
Health Assistant Substitute Rate	\$	12.25	per hour
Health Assistant Substitute Rate (No Formal Medical License)	\$	12.25	per hour
Instructors (Non-licensed)	\$	17.50	per hour
LPNS Subbing for Health Assistants	\$	15.30	per hour
LPN/RN's w/ 2-3 yrs Training - No Degree	\$	20.40	per hour
RN's with B.S. Degree	\$	25.50	per hour
Student Avid Tutor We don't think anyone has been paid here	\$	10.00	per hour
Summer Custodial	\$	11.75	per hour <i>Up to 12.5</i>

ATHLETICS

Basketball Announcer	\$	30.00	
Basketball Scorer	\$	20.00	per game (typically 3 games/night)
Basketball Site Supervisor	\$	80.00	
Basketball Supervision	\$	30.00	
Basketball Ticket seller/taker	\$	60.00	
Basketball Timer	\$	20.00	per game (typically 3 gam
Dance Competition Ticket seller/taker	\$	20.00	per hour
Football Announcer	\$	30.00	
Football Field/Gate help	\$	40.00	
Football Scorer	\$	30.00	
Football Site Supervisor	\$	80.00	
Football Supervision	\$	30.00	
Football Ticket seller	\$	40.00	
Football Ticket taker	\$	40.00	
Football Timer	\$	30.00	
Hockey Announcer	\$	50.00	2 games (varsity & JV)
Hockey Scorer/timer	\$	50.00	2 games (varsity & JV)
Hockey Supervision	\$	30.00	
Lacrosse Announcer		\$30 / \$50	single / doubleheader
Lacrosse On-field scorer/timer	\$	30.00	2 games (varsity & JV)
Lacrosse Scorer/timer	\$	30.00	2 games (varsity & JV)
Lacrosse Site Supervisor		\$50 / \$80	single / doubleheader
Lacrosse Supervision	\$	30.00	
Lacrosse Ticket seller/taker		\$40 / \$70	single / doubleheader
Soccer Announcer/scorer/timer		\$30 / \$50	single / doubleheader
Soccer Site Supervisor		\$50 / \$80	single / doubleheader
Soccer Ticket seller/taker		\$40 / \$70	single / doubleheader
Swimming Announcer	\$	30.00	
Swimming Head timer	\$	30.00	
Swimming Scorer	\$	30.00	
Swimming Ticket seller/taker	\$	30.00	
Volleyball Announcer	\$	30.00	
Volleyball Scorer/timer	\$	25.00	per match (typically 3 matches/night)
Volleyball Site Supervisor	\$	50.00	
Volleyball Ticket seller/taker	\$	40.00	
Wrestling Scorer	\$	30.00	
Wrestling Site Supervisor	\$	50.00	
Wrestling Ticket seller/taker	\$	30.00	
Wrestling Timer	\$	30.00	

STUDENTS

Student workers under 18 Chris looking at Min Wage	\$	9.00	per hour
Student workers over 18	\$	9.86	per hour

COMMUNITY EDUCATION

K+ Classroom Assistant	\$	13.00	per hour
Other Unspecified Activities Based Upon Registration	\$	13.00	per hour
Senior Citizens Program Licensed Commercial Driver	\$	19.50	per hour
Facility Rental Tech Support	\$	25.00	per hour

DATE 9/12/2019



Future Ready. Community Strong.

**Agenda IV.B.5.
September 12, 2019**

To: Board of Education, Members
Dr. Theresa Battle, Superintendent

From: Stacey Sovine, Executive Director of Human Resources

Date: September 6, 2019

Re: Changes to Policy 419

RECOMMENDATION: Approve, on a first reading basis, changes to Policy 419: *Tobacco-Free Environment Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices.*

The Minnesota School Boards Association suggested changes to Policy 419. The policy changes were reviewed by administration and the Policy Review Committee on August 13, 2019.

!

Adopted: 6/87
Reviewed: 9/13/2018/12/2019
Revised: 10/11/2018 MSBA 2019
Rescinds: GBK-R, JFCG

Burnsville-Eagan-Savage School District Policy 419

419 TOBACCO- AND SMOKE-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES

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 carries or uses an activated electronic e-cigarettes delivery device 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 e-cigarette-delivery devices 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, tobacco-related devices, or electronic e-cigarettesdelivery devices. The school district will not promote or allow promotion of tobacco products or e-cigaretteselectronic delivery devices on school property or at school-sponsored events.

III. TOBACCO AND TOBACCO-RELATED DEVICES DEFINED

- A. ~~“Electronic cigarette delivery device” 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.~~ means any product containing or delivering nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device does not include any product that has been approved or certified 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 marketed and sold for such an approved purpose.
- 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 burning or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated tobacco or plant product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhaling. Smoking also includes carrying a lighted or heated 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 or using an activated 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. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.

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
[Burnsville-Eagan Savage School District Policy 706 \(Acceptance of Gifts\)](#)



**Agenda IV.B.6.
September 12, 2019**

To: Board of Education, Members
Dr. Theresa Battle, Superintendent

From: Brian Gersich, Assistant Superintendent

Date: September 6, 2019

Re: Changes to Policy 503

RECOMMENDATION: Approve, on a first reading basis, changes to Policy 503: *Student Attendance*.

Changes to Policy 503 were reviewed by administration and the Policy Review Committee on August 13, 2019.

Adopted: 12/1997

Burnsville-Eagan-Savage School District Policy 503

Reviewed: 4/12/2018/8/2019

Revised: 4/26/2018/PRC 5/14/2019 BG

Rescinds: JE

503 STUDENT ATTENDANCE

I. PURPOSE

- A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance and is intended to be positive and not punitive.
- B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

II. GENERAL STATEMENT OF POLICY

A. Responsibilities

1. Student's Responsibility

A student has the right to be in school. A student also has the responsibility to attend all assigned classes and study halls every day that school is in session, participate in the instructional activities for the full class period, and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, a student has the responsibility to request any missed assignments due to an absence.

2. Parent or Guardian's Responsibility

A student's parent or guardian has the responsibility to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

3. Teacher's Responsibility

The teacher has the responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. The teacher also has the responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. The

teacher also has the responsibility to provide any student who has been absent with any missed assignments upon request. Finally, the teacher has the responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

4. Administrator's Responsibility

- a. The administrator has the responsibility to require students to attend all assigned classes and study halls. The administrator also has the responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, the administrator has the responsibility to inform the student's parents or guardians of the student's attendance and to work cooperatively with them and the student to solve attendance problems.
- b. In accordance with the Minnesota Compulsory Instruction Law, Minn. Stat. § 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Types of Absences

1. Excused Absences

- a. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school. A note from a physician or a licensed mental health professional stating that the student cannot attend school is a valid excuse.
- b. The following reasons shall be sufficient to constitute excused absences:
 - (1) Illness.
 - (2) Serious illness in the student's immediate family.
 - (3) A death or funeral in the student's immediate family or of a close friend or relative.
 - (4) Medical, dental, or orthodontic treatment, or a counseling

appointment.

- (5) Court appearances occasioned by family or personal action.
- (6) Religious instruction not to exceed three hours in any week.
- (7) Physical emergencies such as fire, flood, storm, etc.
- (8) Official school field trip or other school-sponsored activity.
- (9) Removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work.
- (10) Active duty in any military branch of the United States.
- (11) A student's condition that requires ongoing treatment for a mental health diagnosis.
- (12) ~~Other reasons as deemed necessary by the parents or guardians. These absences beyond 5 days in a school year require consultation with and approval from the building principal.~~ Family emergencies.

c. Consequences of Excused Absences

- (1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.
- (2) Work missed because of absence must be made up within two school days from the date of the student's return to school. However, the classroom teacher or the building principal may extend the time allowed for completion of make-up work in the case of an extended absence or other extenuating circumstances.

2. Unexcused Absences

- a. The following are examples of absences which will not be excused:
- (1) Truancy. An absence by a student which was not approved by the parent and/or the school district.
 - (2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance

procedures.

- (3) Work at home.
- (4) Work at a business, except under a school-sponsored work release program.
- (5) Absences resulting from cumulated unexcused tardies
(7 tardies equal one unexcused absence)
- (6) Any other absence not included under the attendance procedures set out in this policy.

b. Consequences of Unexcused Absences

- (1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56.
- (2) Days during which a student is suspended from school shall not be counted in a student's total cumulated unexcused absences.
- (3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.

C. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.

2. Procedures for Reporting Tardiness

- a. Students tardy at the start of school must report to the school office for an admission slip.
- b. Tardiness between periods will be handled by the teacher.

3. Excused Tardiness

Valid excuses for tardiness are:

- a. Illness.
- b. Serious illness in the student's immediate family.

- c. A death or funeral in the student's immediate family or of a close friend or relative.
- d. Medical treatment or appointment.
- d. Court appearances occasioned by family or personal action.
- e. Physical emergency conditions such as fire, flood, storm, etc.
- f. Any tardiness for which the student has been excused in writing by an administrator or faculty member.

4. Unexcused Tardiness

- a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

- 1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.
- 2. School-initiated absences will be accepted and participation permitted.
- 3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.
- 4. If a student is suspended from any class, he or she may not participate in any activity or program that day.
- 5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.
- 6. Absences of one-half day or more, **even if excused**, prohibits students from participating that day in a Minnesota State High School League (MSHSL) competition. Certain exceptions, as outlined by MSHSL policy, are allowed at the school's discretion.

III. DISSEMINATION OF POLICY

Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.

IV. REQUIRED REPORTING

A. Continuing Truant

Minn. Stat. § 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minn. Stat. § 120A.22 and is absent from instruction in a school, as defined in Minn. Stat. § 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or
2. Three or more class periods on three days if the child is in ~~middle school, junior high school, or high school~~ a secondary school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minn. Stat. § 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;
2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;
3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minn. Stat. § 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minn. Stat. § 120A.34;
4. That this notification serves as the notification required by Minn. Stat. § 120A.34;
5. That alternative educational programs and services may be available in the child's enrolling or resident district;
6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;
7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minn. Stat. Ch. 260;
8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minn. Stat. § 260C.201; and

9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.
2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minn. Stat. Ch. 260A.

Legal References: Minn. Stat. § 120A.05 (Definitions)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 120A.26 (Enforcement and Prosecution)
Minn. Stat. § 120A.34 (Violations; Penalties)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 260A.02 (Definitions)
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)
Minn. Stat. § 260C.007, Subd. 19 (Habitual Truant Defined)
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
Goss v. Lopez, 419 U.S. 565, 95 S.Ct. 729 (1975)
Slocum v. Holton Board of Education, 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Board of Education of New Milford, 475 A.2d 289 (Conn. 1984)
Hamer v. Board of Education of Township High School District No. 113, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)
Gutierrez v. School District R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Board of Education, 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

Cross References: Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
[Burnsville-Eagan-Savage School District Policy 609 \(Religion\)](#)



Future Ready. Community Strong.

**Agenda IV.B.7.
September 12, 2019**

To: Board of Education, Members
Dr. Theresa Battle, Superintendent

From: Aaron Tinklenberg, Director of Communications

Date: September 6, 2019

Re: Changes to Policy 906

RECOMMENDATION: Approve, on a first reading basis, changes to Policy 906: *Community Notification of Sex Offenders*.

The policy changes were reviewed by administration and the Policy Review Committee on August 13, 2019.

!

Adopted: 6/1998
Reviewed: [5/12/2016](#)/[9/12/2019](#)
Revised: 5/26/2016
Rescinds: KO

906 COMMUNITY NOTIFICATION OF PREDATORY OFFENDERS

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 and Level III 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 or designee shall forward the Offender Fact Sheet to all building principals and ~~central office administrators~~appropriate administrators. This would include transportation, food service, early childhood, special education, 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 school or program administrator will share the Offender Fact Sheet with staff members at their site who are most likely to encounter visitors or others on or near the school grounds, including playground supervisors, custodians, secretaries and physical education teachers. shall cause the Offender Fact Sheet to be posted in each building in an area accessible to staff and employees but~~The administrator will not share the Offender Fact Sheet with 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, post 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.

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)



Burnsville-Eagan-Savage (ISD 191) School Board

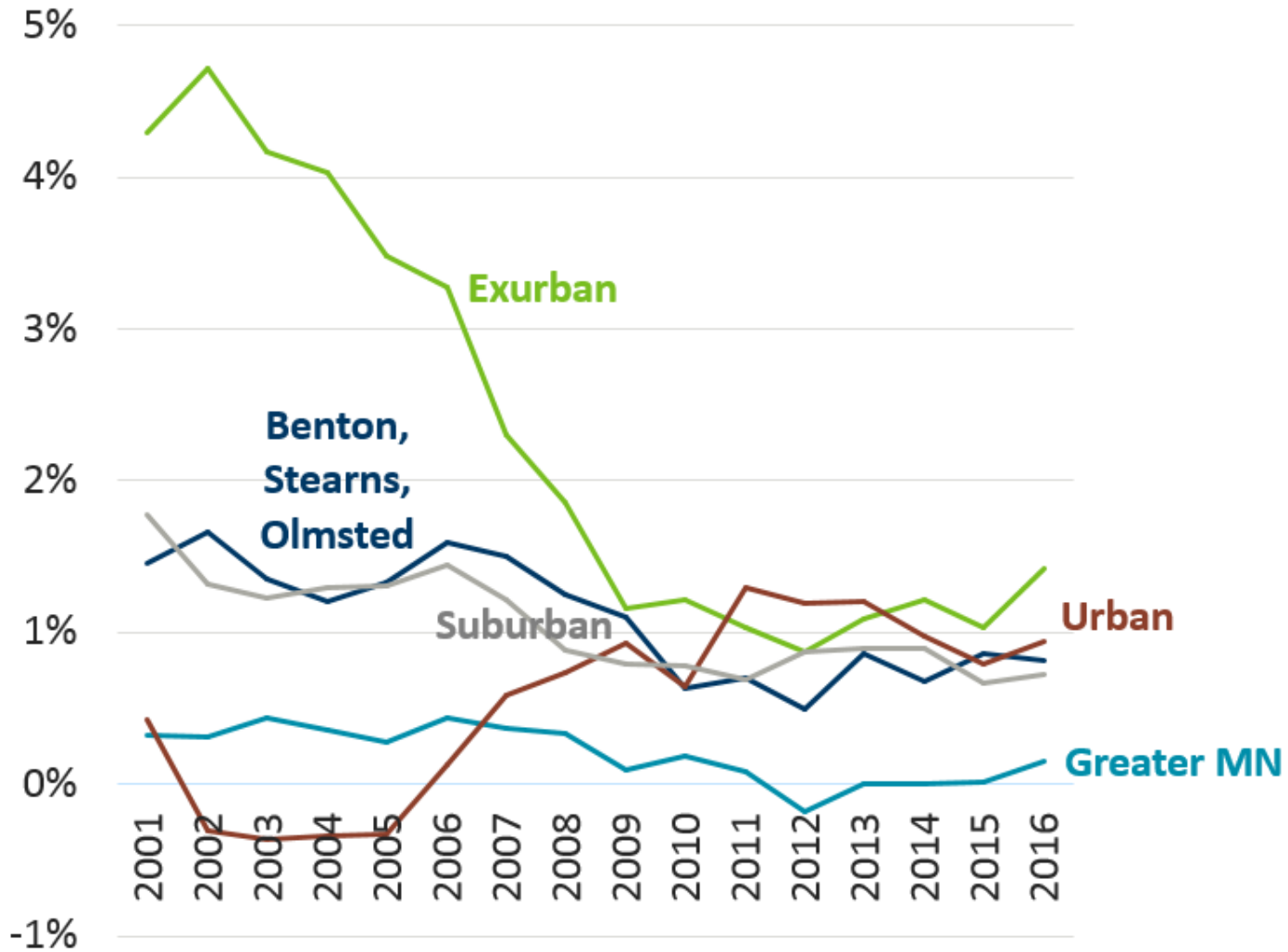
Megan Dayton | Senior Demographer
September 12, 2019



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Population Growth

Regional growth patterns have changed dramatically since the Great Recession



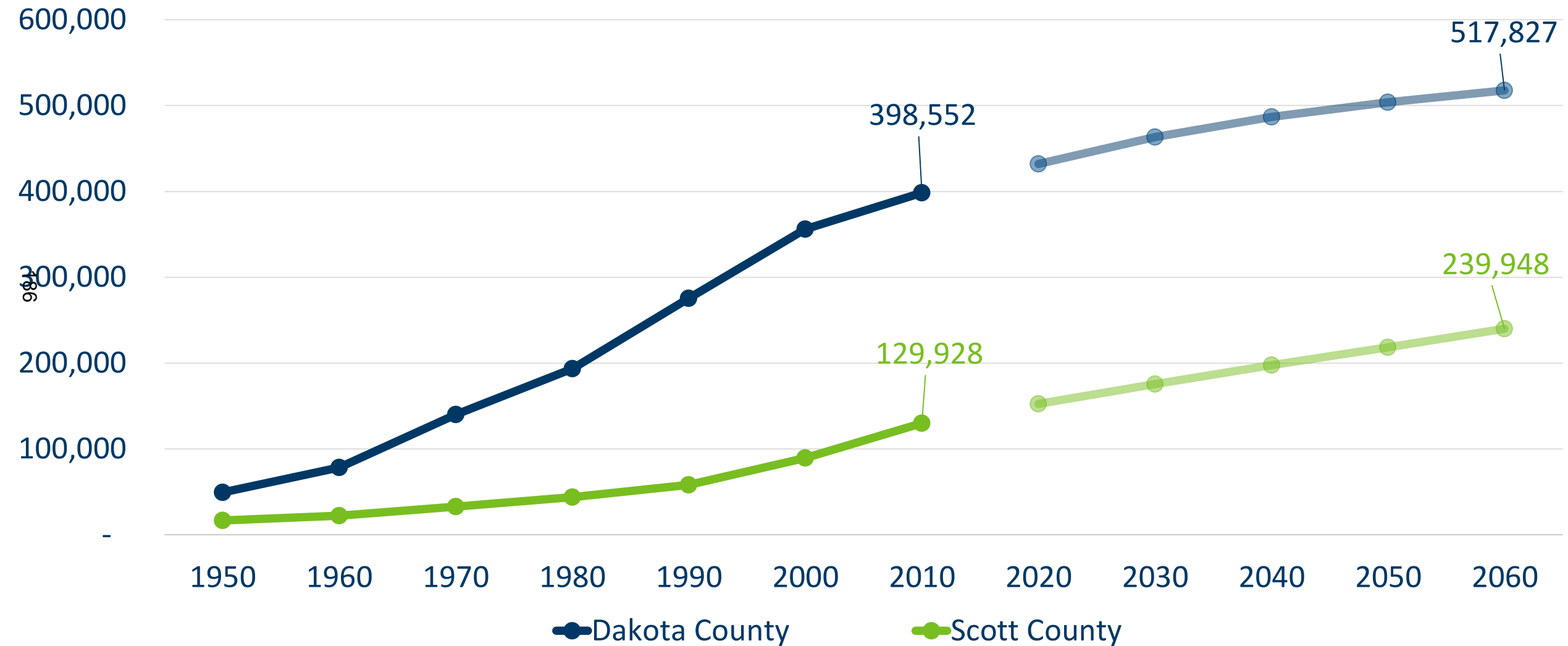
Urban: Hennepin & Ramsey

Suburban: Anoka, Dakota & Washington

Exurban: Carver Chisago Isanti Scott & Wright

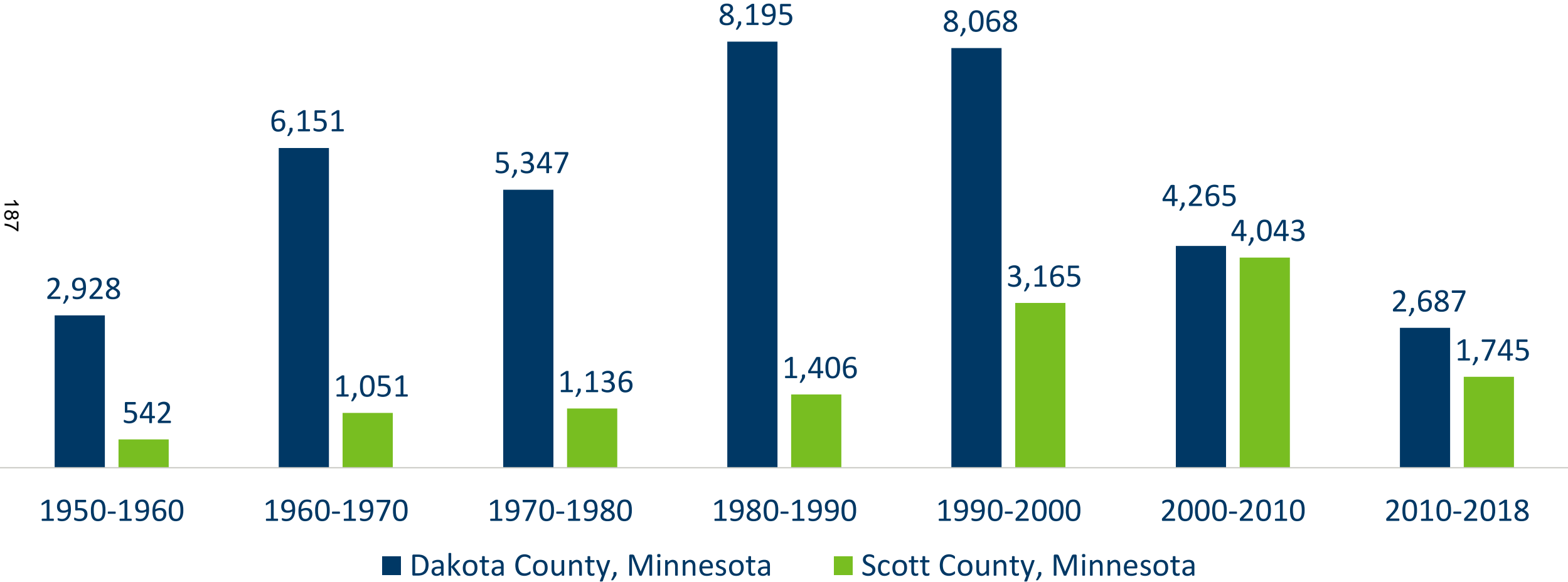
Source: U.S. Census Bureau, Population Estimates Bureau

Dakota and Scott Counties now >500,000



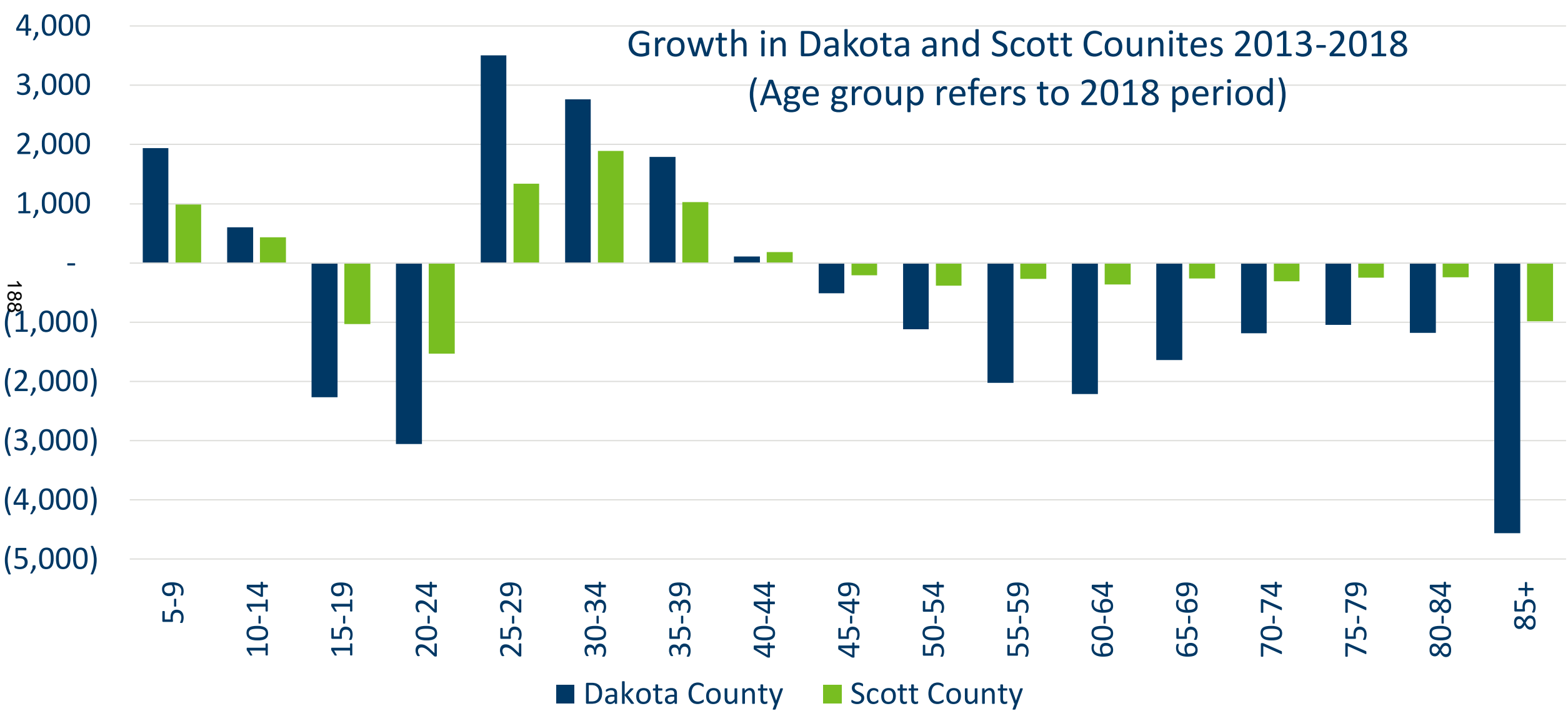
Growth has tapered

Average Annual Population Change



Source: U.S. Census Bureau, Decennial Census (1950-2010) and Population Estimates Vintage 2018

Population growth in Dakota and Scott is highly concentrated



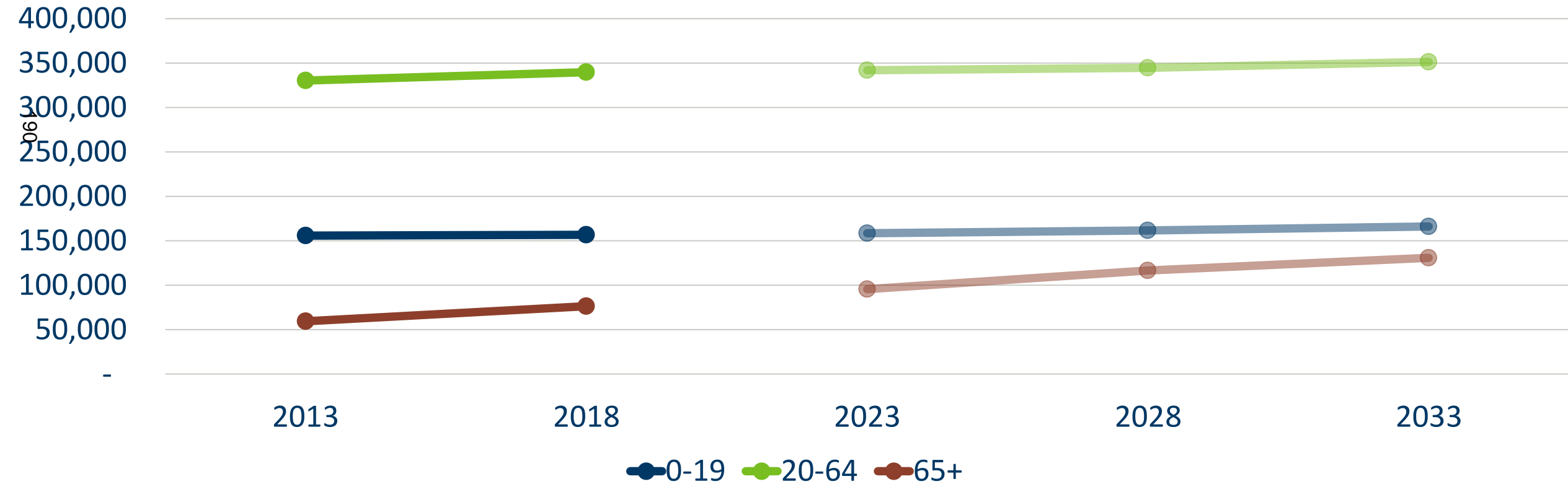


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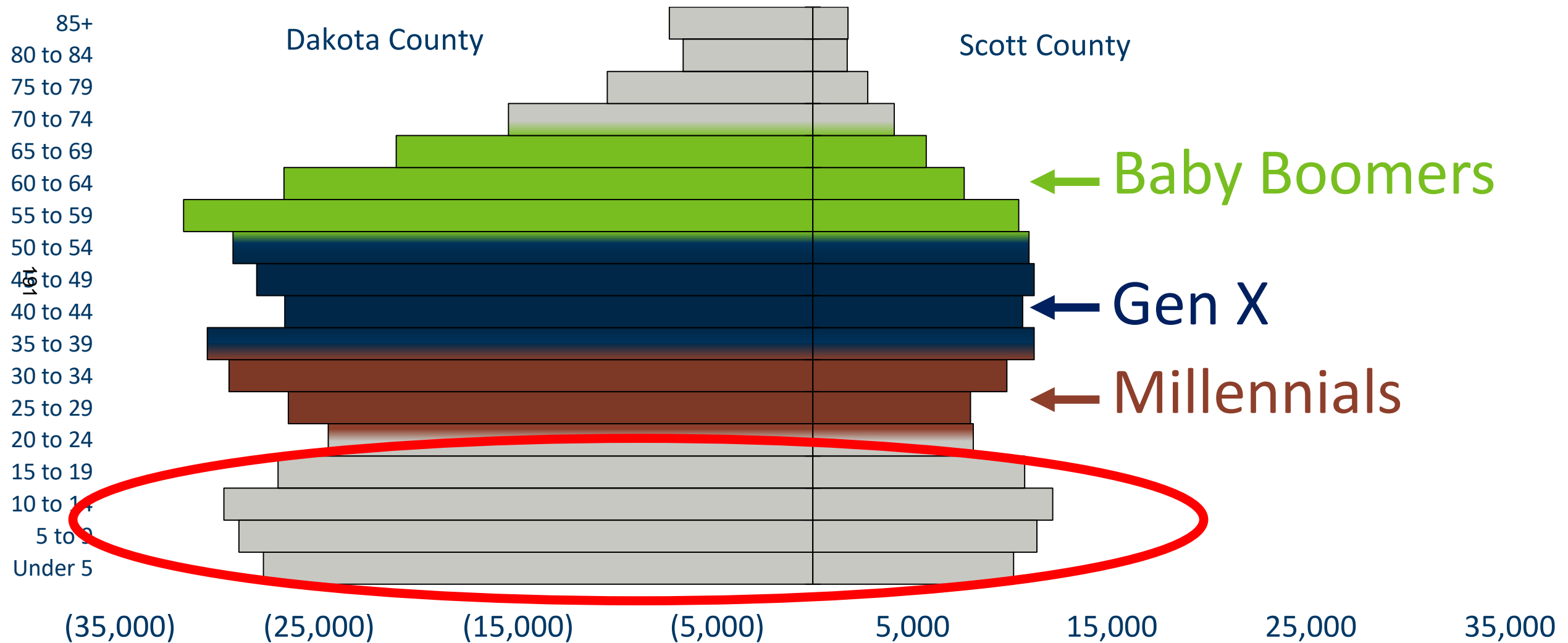
Population Aging

Growth for the next decade concentrated in age 65+

Total Population by Specific Age Groups
Dakota and Scott Counties
Historic 2013-2018 and Projected 2023-2033

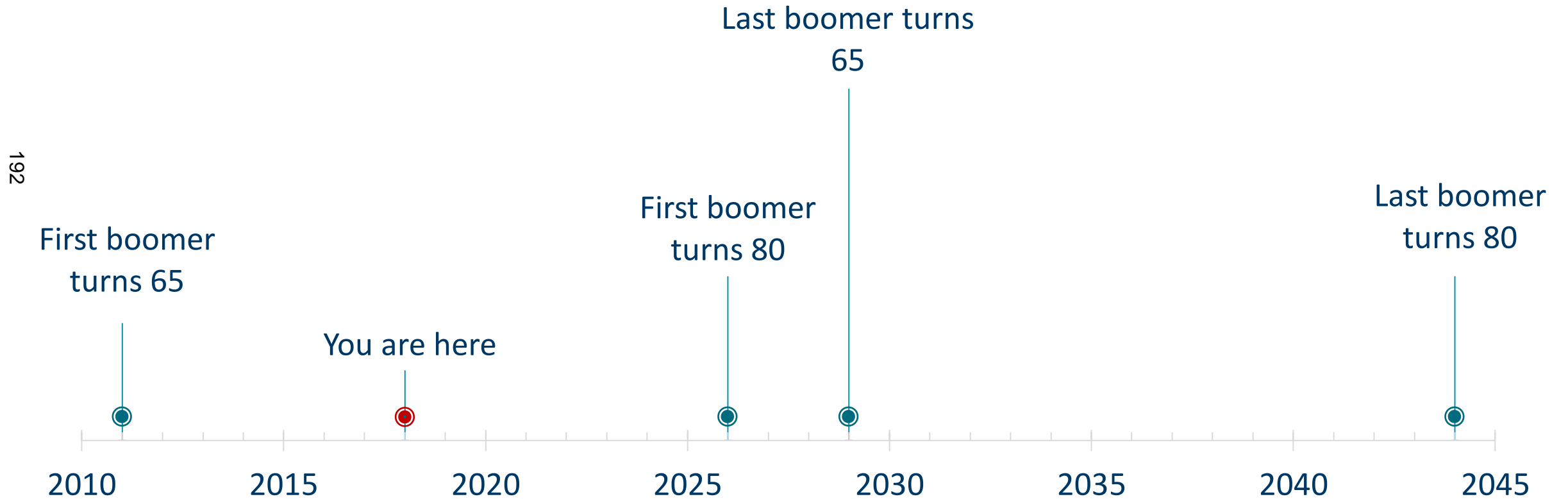


Minnesota population by age and sex, 2018



Source: U.S. Census Bureau, Population Estimates, Vintage 2018

The transition to an older Minnesota has just begun

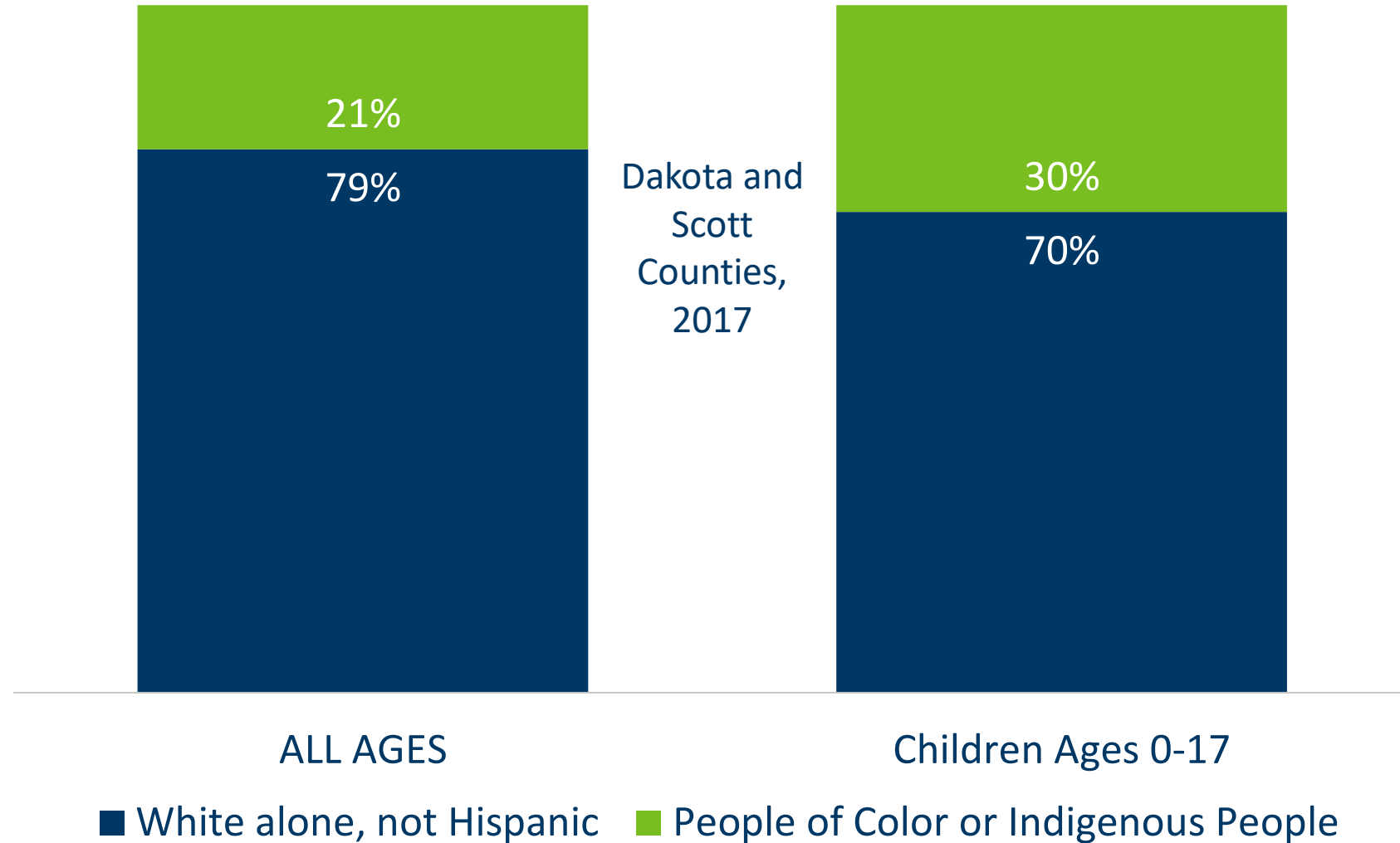




Trends in Diversity

Children are more diverse than general population

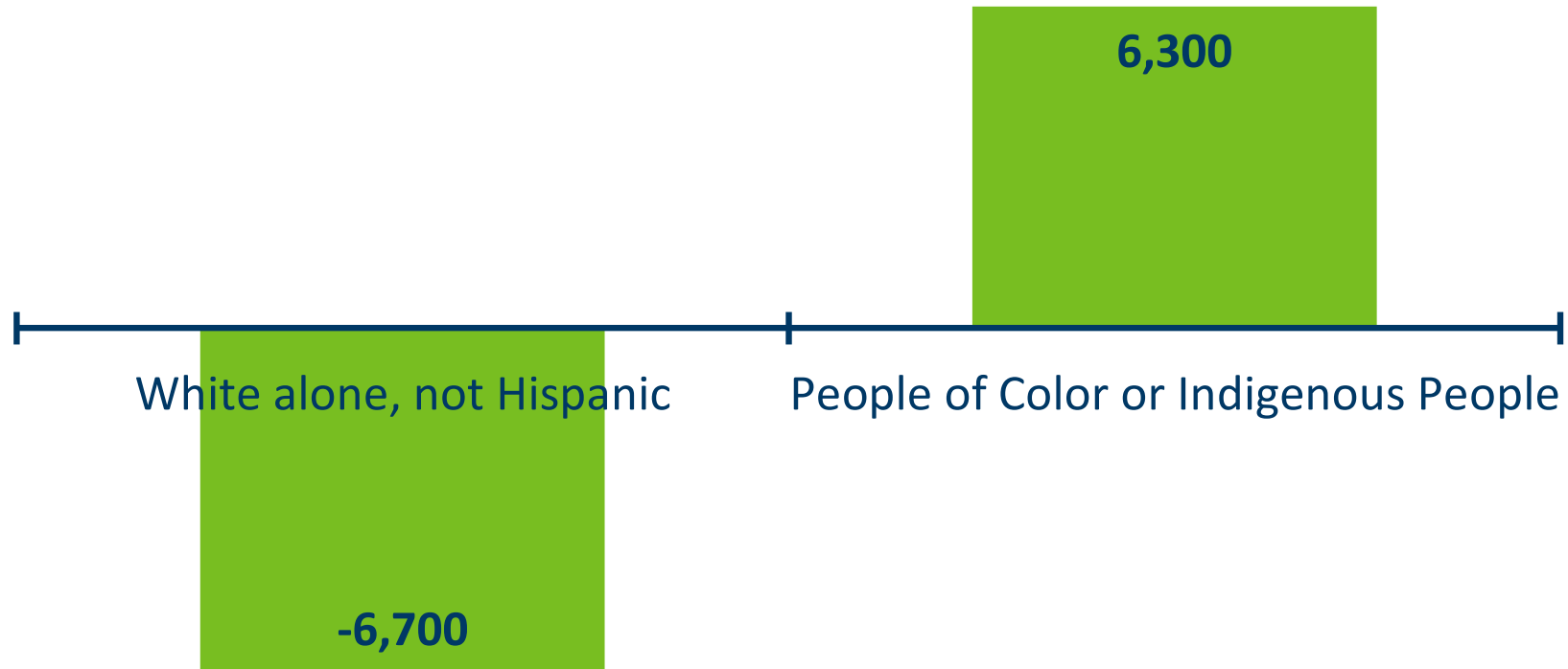
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Populations of Color nearly made up for child-age population decline

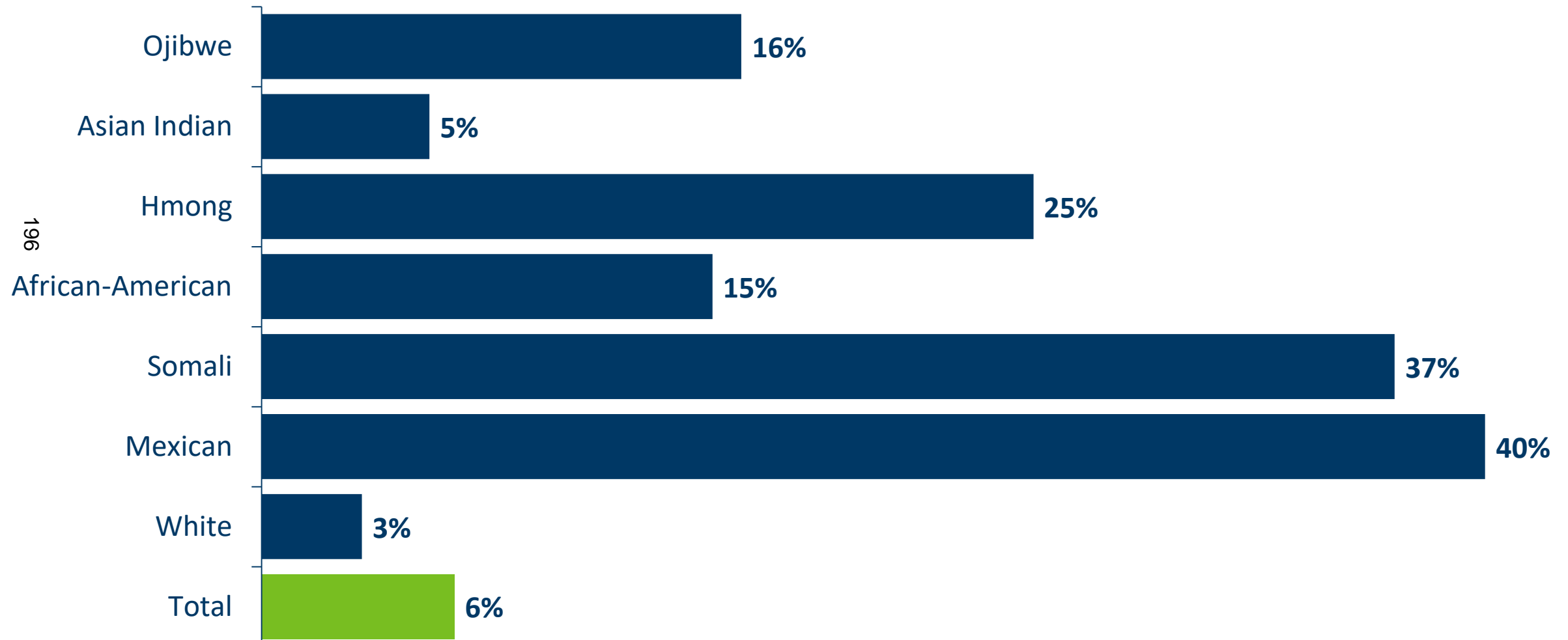
Total population change, Under 18 years
2010-2017

195



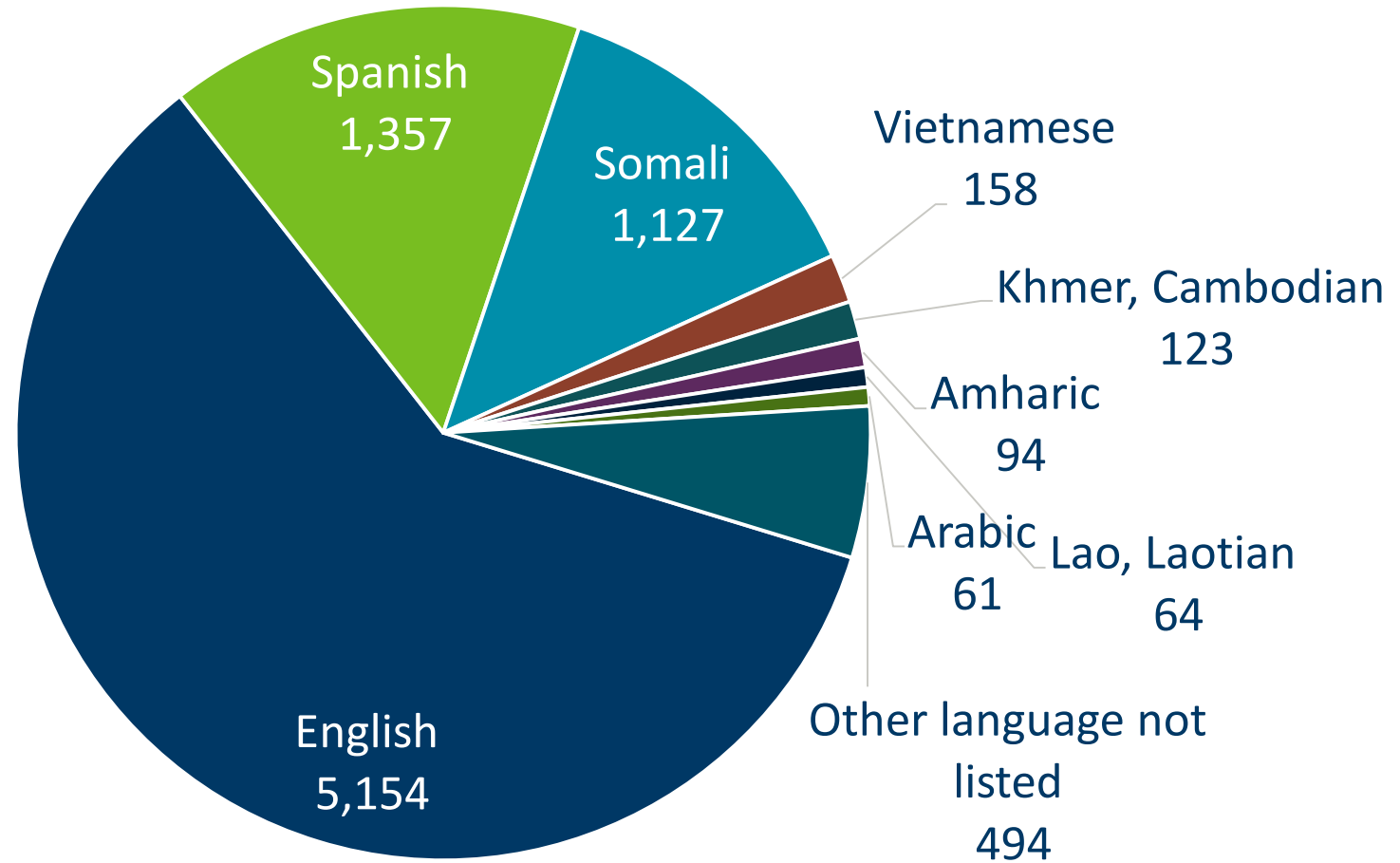
Low ed. attainment among some Populations of Color; many White MNs without H.S. Diplomas

Percent with Less Than High School Diploma



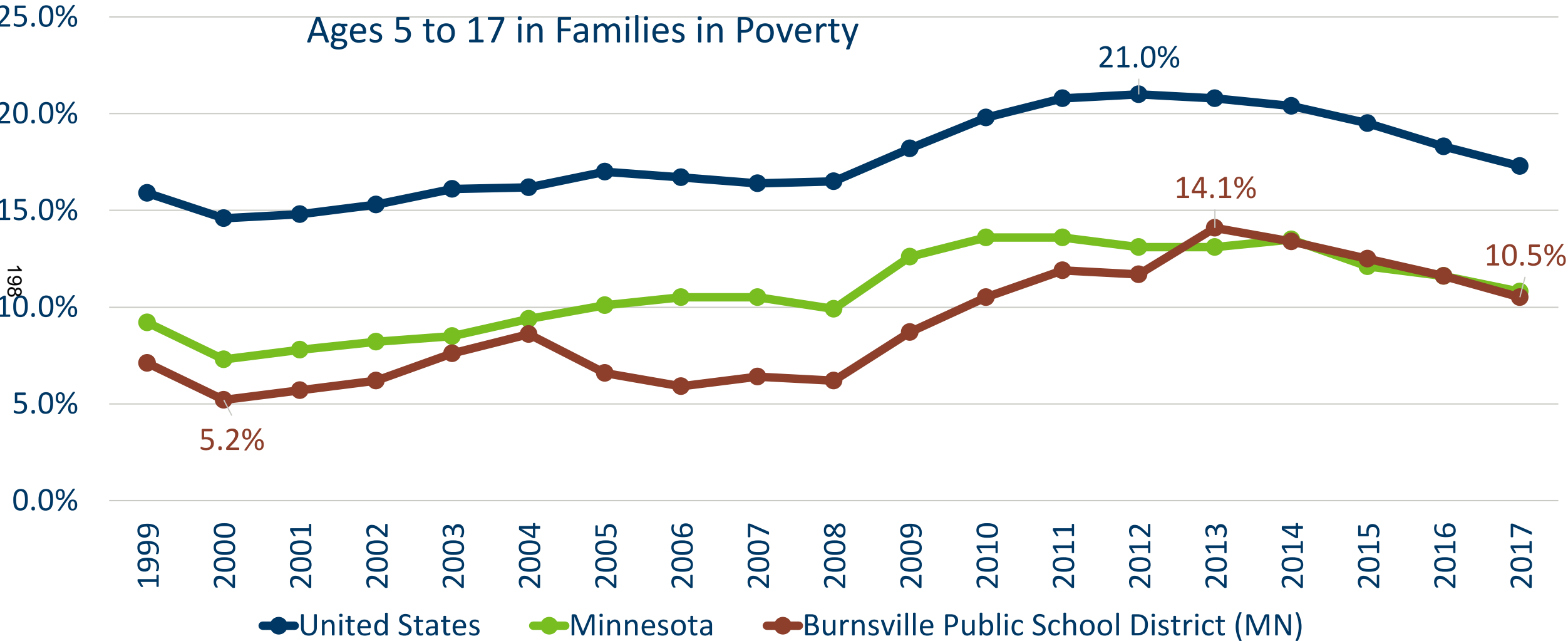
Source: Minnesota State Demographic Center, Economic Status of Minnesotans 2018

Primary Home Language, 2019-2020 school year



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Poverty rate is twice as high today as it was in 2000



Source: U.S. Census Bureau, Small Area Income and Poverty Estimates

What do all these numbers mean?

- Expect big, ongoing **change** in social and government institutions and policies. The new normal is still unfolding before us.
- More cultural, racial, religious, language diversity ahead. Diversity **fuels** population and economic growth and challenges us to **continuously re-align** to new circumstances.
- Economic **disparities** have a strong hold in Minnesota—especially along racial lines. The social, economic, and geographic determinants of health are coming into greater focus everyday.



The 2020 Census is about:



Equal
representation



Fair distribution
of resources



Data to make
smart decisions

Census counts guide the distribution of dollars

- More than **8 billion** federal dollars are distributed to state and local governments in MN **each year** on the basis of census data
- That's **\$1,532** per person counted (and **\$15,320** for the decade)

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Counting for Dollars

16 Largest Federal Assistance Programs that Distribute Funds on Basis of Decennial Census-derived Statistics (Fiscal Year 2015)

Minnesota

Total Program Obligations: \$8,411,135,752

Per Capita: \$1,532

CFDA #	Program Name	Dept.	Type	Recipients	Obligations
93.778	Medical Assistance Program (Medicaid)	HHS	Grants	States	\$5,148,945,675
20.205	Highway Planning and Construction	DOT	Grants	States	\$673,309,975
10.551	Supplemental Nutrition Assistance Program (SNAP)	USDA	Direct Pay	Households	\$627,557,916
93.774	Medicare Part B (Supplemental Medical Insurance) – Physicians Fee Schedule Services	HHS	Direct Pay	Providers	\$585,541,241
14.871	Section 8 Housing Choice Vouchers	HUD	Direct Pay	Owners	\$232,959,000
84.027	Special Education Grants (IDEA)	ED	Grants	States	\$187,400,949
10.555	National School Lunch Program	USDA	Grants	States	\$156,002,538
14.195	Section 8 Housing Assistance Payments Program (Project-based)	HUD	Direct Pay	Owners	\$154,342,214
84.010	Title I Grants to Local Education Agencies	ED	Grants	LEAs	\$146,378,464
93.568	Low Income Home Energy Assistance	HHS	Grants	States	\$114,669,262

Keep in touch

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