



Regular Meeting Agenda

Diamondhead Education Center
200 W. Burnsville Parkway
Burnsville, MN 55337
May 26, 2016
6:30 PM

(6:00 PM Foundation 191 Reception in Campus Cup)

(6:00 PM Superintendent Listening Session with Dr. Joe Gothard, Superintendent and Cindy Amoroso, Assistant Superintendent)

I. Call to Order

A. Welcome Public

B. Pledge of Allegiance

C. Public Recognition

1. Burnsville High School Student Successes

2. John Coskran Volunteer Award

3. Foundation 191 Grant Recipients

4. Board of Education Student Representative

II. Business Meeting

A. Approval of Agenda

B. Consent Agenda

Description: Although Board action is required, it is generally unnecessary to hold discussion on these items. In the event a Board member wishes to discuss an item, that item will be moved for separate consideration.

1. Approve Meeting Minutes	3
2. Approve Personnel Recommendation	5
3. Adopt a Resolution to Accept Donations	6
4. Approve Payroll, Expenditures, Receipts and Investments	8
5. Accept Budget Analysis	57
6. Approve, on a Second Reading Basis, Board Policies 402: <i>Disability Nondiscrimination</i> ; 416: <i>Drug and Alcohol Testing</i> ; 417: <i>Chemical Use and Abuse</i> ; 418: <i>Drug-Free Workplace/Drug-Free School</i> ; 506: <i>Student Discipline</i> ; 516: <i>Student Medication</i> ; 522: <i>Student Sex Nondiscrimination</i> ;	64

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.

524: <i>Internet Acceptable Use and Safety Policy</i> ; 532: <i>Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds</i> ; 629: <i>Alternative Instruction</i> ; 707: <i>Transportation of Public School Students</i> ; 806: <i>Emergency Operations Policy</i> ; 906: <i>Community Notification of Predatory Offenders (Rescind KO)</i> ; and Rescind IICB: <i>Community Resource Persons and IICC: School Volunteer</i>	2
7. Approve Change Orders #118, #125, #126, #128, #129, #130 and #131 for the 2015 Additions and Alterations to Burnsville High School	160
8. Approve change order #001 for the 2016 ISD 191 Paging System Replacements	179
III. New Business	
A. Adopt a Resolution Relating to the Termination and Nonrenewal of the Teaching Contracts of Probationary Certified Personnel at the Close of the 2015-2016 School Year	183
Speaker(s): Stacey Sovine, Executive Director of Human Resources	
B. Adopt a Resolution Terminating Classified Clerical Staff at the Close of the 2015-16 School Year	185
Speaker(s): Stacey Sovine, Executive Director of Human Resources	
C. Approve, on a First Reading Basis, Board Policies 101: <i>Legal Status of the School District</i> ; 102: <i>Equal Educational Opportunity</i> ; 401: <i>Equal Employment Opportunity</i> ; 406: <i>Public and Private Personnel Data</i> ; 413: <i>Harassment and Violence</i> ; 508: <i>Extended School Year for Certain Students with Individualized Education Programs</i> ; 525: <i>Violence Prevention</i> ; 530: <i>Immunization Records</i> ; 613: <i>Graduation Requirements</i> ; 708: <i>Transportation of Nonpublic School Students</i> ; 805: <i>Waste Reduction and Recycling</i> ; and 902: <i>Community Use of School Facilities and Equipment (rescind KG & KG-R)</i>	186
Speaker(s): Dr. Joe Gothard, Superintendent	
D. Approve, on a First Reading Basis, Policies to be Rescinded	262
Speaker(s): Dr. Joe Gothard, Superintendent	
IV. Committee Reports	383
V. Report on May 12, 2016 Board Listening Session	
Speaker(s): Dan Luth, Board Chair	
VI. Adjourn to a Board Workshop on Budget	384
Speaker(s): Lisa Rider, Executive Director of Business Services	

School Board Minutes
INDEPENDENT SCHOOL DISTRICT 191
May 12, 2016

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

Call to Order

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

Attendance

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

Pledge of Allegiance

Public recognition was given to the John Coskran Volunteer Award recipients.

Public Recognition

Sandy Mackall was appointed clerk of the meeting.

Agenda

Moved by Mackall, seconded by Currier, to approve the agenda. Motion carried unanimously (6, 0).

Consent Agenda

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

- Approve minutes of the April 28, 2016 regular school board meeting and closed session.
- Approve personnel recommendations for J. Jaeger, K. Reagan, M. Limberg, E. Hamilton, A. Lehmkuhl, M. Newby, H. Villas, R. Debronsky, D. Goetz, D. Miller, S. Himrich, K. Jackson, J. Lubke, S. Engel, G. Gingery, and D. Rasinen.
- Adopt a resolution to approve and accept donations.
- Approve, on a second reading basis, Board Policies 720: *Vending Machines* (rescind DFF & DFF-R), 208: *Development, Adoption, and Implementation of Policies*, 410: *Family Medical Leave Policy*, 414: *Mandated Reporting of Child Neglect or Physical or Sexual Abuse*, 415: *Mandated Reporting of Maltreatment of Vulnerable Adults*, and 514: *Bullying Prohibition Policy*.
- Approve change orders #109, #117, #119, 120, #121, #123 and #124 for the 2015 Additions and Alterations to Burnsville High School.

Minutes

Human Resources

Donations
Policies

Change Order

Motion carried unanimously (6, 0).

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

Report on
Headway

Moved by Currier, seconded by Mackall, to approve the proposed revisions and re-adopt the unchanged language in the 2016-2017 Pro-Pay Memorandum of Understanding with the Burnsville Education Association. Motion carried after discussion (5, 1 with Mackall, Alt, Luth, Currier and Hill voting in favor and VandenBoom voting against).	Pro-Pay MOU
Moved by Alt, seconded by VandenBoom, to award the bid of Chromebook purchase and related license and service for 1:1 BHS program to Best Buy Education. Motion carried unanimously after discussion (6, 0).	Award Chromebook Bid
Moved by VandenBoom, seconded by Currier, to approve, on a first reading basis, Board Policies 402: <i>Disability Nondiscrimination</i> ; 416: <i>Drug and Alcohol Testing</i> ; 417: <i>Chemical Use and Abuse</i> ; 418: <i>Drug-Free Workplace/Drug-Free School</i> ; 506: <i>Student Discipline</i> ; 516: <i>Student Medication</i> ; 522: <i>Student Sex Nondiscrimination</i> ; 524: <i>Internet Acceptable Use and Safety Policy</i> ; 532: <i>Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds</i> ; 629: <i>Alternative Instruction</i> ; 707: <i>Transportation of Public School Students</i> ; 806: <i>Emergency Operations Policy</i> ; 906: <i>Community Notification of Predatory Offenders</i> (rescind KO); and rescind IICB: <i>Community Resource Person</i> and IICC: <i>School Volunteer</i> . Motion carried unanimously after discussion (6, 0).	Policies
Received a report from Dr. Joe Gothard, superintendent on the progress of Vision One91.	Vision One91
Received verbal reports from Student Representative Abegaz, Dr. Gothard, and Directors Dr. Currier, Alt, Mackall, Hill and Chair Luth.	Reports
Moved by Mackall, seconded by Currier, to adjourn at 8:59 p.m. to a work session on policies. The work session adjourned at 10:14 p.m.	Workshop
May 26, 2016	
Jim Schmid, clerk	Date Approved

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

TO: Members, Board of Education
Joe Gothard, Superintendent

FROM: Stacey Sovine, Executive Director of Human Resources

DATE: May 26, 2016

RE: Recommended Personnel Changes

Administrative

Resignation

Jeffrey Leach -Assistant Principal, NJH, effective 6/30/16

Certified

Leave of Absence

Bridgette Andrews *Teacher, NJH, requests .17 FTE general leave of absence, working .83 FTE effective 2016/2017 school year

Wendy Hirschey *Teacher, ST, requests .5 FTE general leave of absence, working .5 FTE, effective 2016/2017 school year

Kirstin Larson *Teacher, HV, requests 1.0 FTE parental leave of absence, effective 2016/2017 school year

Corbin Orlenko *Teacher (currently on part time leave), VV, requests .5 FTE parental leave of absence, working .5 FTE, effective 2016/2017 school year

Sharon Smith-Lossiah *Teacher (currently on part time leave), ECFE, requests .5 professional leave of absence, effective 2016/2017 school year

Jennifer VanOekel *Teacher (currently on leave), BHS, requests 1.0 FTE, general leave of absence, effective 2016/2017 school year

Resignation

Sarah Fricano -Teacher, ERJH, effective 6/10/16

Hollie Villas -Teacher, MWS, effective 6/10/16

Retirement

Haihua Wei *Teacher, SPED, after 15 years in the District, effective 6/10/16

Return from Leave

Melissa Grover *Teacher (currently on part time leave), requests to return to work 1.0 FTE, effective 2016/2017 school year

Nichole Holden *Teacher (currently on part time leave), requests to return to work 1.0 FTE, effective 2016/2017 school year

Rachel Walgenbach *Teacher (currently on part time leave), requests to return to work 1.0 FTE, effective 2016/2017 school year

Classified

Appointment

Teresa Tanberg -New – Clerical Level II, 8hrs/day, Special Ed Cluster, effective 7/1/16

Resignation

Karen Zieglmeier *EA Level IV, VV, effective 5/19/16

**Agenda II.B.3
May 26, 2016**

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

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

Date: May 20, 2016

Re: Donations

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

RESOLUTION TO APPROVE AND ACCEPT DONATIONS

WHEREAS,

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

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

Moved by: _____

Seconded by: _____

Members in favor of the motion:

Members opposed:

Whereupon said Resolution was declared duly passed and adopted on May 26, 2016.

Jim Schmid
Clerk – Board of Education

Date	Donor	Recipient	Terms	Donation
5/9/2016	Anonymous	Eagle Ridge Junior High School	Drama Donation	\$500.00
5/11/2016	Wells Fargo	William Byrne Elementary	donation	\$57.72
5/12/2016	Lisa Thorsen, Girl Scouts from William Byrne Elementary School	ISD 191	BrainPower in a BackPack	\$245.00
5/16/2016	New Spirit United Church of Christ	ISD 191	BrainPower in a BackPack	\$236.00
5/18/2016	WB PTO	William Byrne Elementary	Patrols to Valley Fair	\$662.50

Total monetary contributions to accept: **\$1,701.00**



**Agenda II.B.4
May 26, 2016**

TO: Dr. Joe Gothard, Superintendent and Board of Education
FROM: Lisa K. Rider, Executive Director of Business Services
DATE: May 19, 2016
RE: April Payroll, Claims and Receipts

RECOMMENDATION: That the Board approves April payroll checks numbered 718441-718465, and Direct Deposit notices numbered 605701-608648, in the net amount of \$3,786,316.51. Apr & May claims to date represented by checks numbered 445984-446635, 157-159, 1015515-1015727, and 101396-101416 and wire transfers and adjustments totaling \$9,689,465.63. Also, that the Board accepts Mar receipts of \$12,662,844.46 and investments for the General Fund, 2012A Alt Facilities, 2015A School Building Bonds and OPEB of \$88,180,193.35 as of April 30, 2016.

April payroll, wire transfers, claims and receipts have been prepared under the direction of Gordon Winterlin, Director of Accounting, and are presented for approval by the School Board. I would be glad to answer any questions.

LKR/mw

INDEPENDENT SCHOOL DISTRICT 191
FINANCIAL REPORT
April 2016

Cash Receipts

Receipts	\$12,662,844.46
Miscellaneous Adjustments	

TOTAL APRIL CASH RECEIVED

12,662,844.46

CASH DISBURSEMENTS

Apr

Regular Payroll Checks	718441-718465	\$3,786,316.51
Direct Deposit Notices	605701-608648	

Mar Payables previously approved:	\$241,750.62
Apr Claims previously approved:	\$3,019,500.95

Apr Claims:	445984-446181	\$1,668,348.74
	446256-446306	
	157-159	
	1015515-1015602	
	101396-101405	

Apr Wire Transfers	\$5,235,866.29
Miscellaneous Adjustments	<u>\$8,401.13</u>

TOTAL APR CASH DISBURSED

13,960,184.24

TOTAL EXPENSES TO BE APPROVED

Apr Cash Disbursed	\$13,960,184.24
Less: Items Previously Approved	-\$3,261,251.57

Plus: Apr Payables	446182-446255	\$337,787.80
Checks	446537-446635	

May Claims:	446307-446536	\$2,439,061.67
Checks	1015603-1015727	
	101406-101416	

TOTAL TO BE APPROVED

13,475,782.14

	Money Market	(Original Cost) Investments	Total 4/30/2016
GENERAL FUND	\$251,601.19	\$22,588,032.80	\$22,839,633.99
OPEB	\$33,363.98	\$9,831,562.00	\$9,864,925.98
OPEB EQUITY INV THROUGH April 30, 2016	\$80,603.93	\$4,495,809.78	\$4,576,413.71
2015A SCHOOL BUILDING BONDS	\$2,429,934.90	\$44,321,150.31	\$46,751,085.21
2012A ALT FACILITIES	\$3,716,969.24	\$0.00	\$3,716,969.24
ALT FACILITY FUND	\$431,165.22	\$0.00	\$431,165.22
	<u>\$6,943,638.46</u>	<u>\$81,236,554.89</u>	<u>\$88,180,193.35</u>

Note: The attached investment reports are provided by our investment advisor, PMA Financial Network, Inc. These reports include our investment and money market balances.



Total Portfolio Report CAR

As of: 04/30/16

PMA Financial Network, Inc.

2135 CityGate Lane

7th Floor

Naperville, Illinois 60563

Telephone . 630-657-6400

Facsimile . 630-718-8701

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BURNSVILLE ISD 191 / GENERAL FUND

2960

Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
MM					Investment Shares Portfolio	\$251,601.19	\$251,601.19	
CD	210440	1	06/03/15	06/02/16	COMMUNITY CAPITAL BANK OF VIRGINIA	\$249,951.11	\$249,300.00	0.261
CD	210441	1	06/03/15	06/02/16	MRV BANKS	\$249,902.84	\$249,300.00	0.242
CD	210442	1	06/03/15	06/02/16	ROYAL BUSINESS BANK / TOMATOBANK NA	\$249,446.88	\$248,800.00	0.260
CD	210443	1	06/03/15	06/02/16	WESTERN ALLIANCE BANK / TORREY PINES BANK	\$249,946.37	\$249,200.00	0.300
CD	210444	1	06/03/15	06/02/16	HIAWATHA BANK AND TRUST COMPANY	\$249,927.34	\$249,200.00	0.292
CD	208542	1	04/02/15	07/26/16	METROPOLITAN COMMERCIAL BANK	\$249,959.80	\$249,000.00	0.293
CD	208543	1	04/02/15	07/26/16	ROCKFORD B&TC	\$249,959.80	\$249,000.00	0.293
CD	208544	1	04/02/15	07/26/16	GREAT MIDWEST BANK	\$249,946.44	\$249,300.00	0.197
CD	215193	1	09/04/15	09/02/16	PENTAGON FEDERAL CREDIT UNION (183 day and out)	\$2,760,666.39	\$2,750,000.00	0.390
SEC	36017	1	09/15/15	09/15/16	Everbank Certificate of Deposit	\$248,000.00	\$248,000.00	0.450
SEC	34831	1	06/12/15	12/12/16	Berkshire Bank Certificate of Deposit	\$249,000.00	\$249,000.00	0.517
CD	220225	1	02/11/16	01/26/17	MAINSTREET BANK	\$249,929.19	\$248,400.00	0.642
CD	220226	1	02/11/16	01/26/17	BREMER BANK, NA	\$249,943.31	\$248,400.00	0.648
CD	220227	1	02/11/16	01/26/17	NOA BANK	\$249,988.64	\$248,700.00	0.540
CD	220248	1	02/12/16	01/26/17	BOFI FEDERAL BANK	\$3,120,232.59	\$3,104,500.00	0.530
CD	220214	1	02/11/16	02/13/17	MODERN BANK, NATIONAL ASSOCIATION	\$139,800.10	\$138,765.00	0.740
CD	220215	1	02/11/16	02/13/17	ERICSON STATE BANK	\$249,926.60	\$248,200.00	0.690
CD	220216	1	02/11/16	02/13/17	AFFILIATED BANK	\$249,926.60	\$248,200.00	0.690
CD	220217	1	02/11/16	02/13/17	COMMUNITY STATE BANK - OK	\$249,945.36	\$248,200.00	0.697
CD	220218	1	02/11/16	02/13/17	SAVOY BANK	\$249,902.43	\$248,300.00	0.640
CD	220219	1	02/11/16	02/13/17	CRESTMARK BANK	\$249,902.43	\$248,300.00	0.640
CD	220220	1	02/11/16	02/13/17	NEWBANK, NA	\$249,902.43	\$248,300.00	0.640
CD	220221	1	02/11/16	02/13/17	TALMER BANK AND TRUST	\$249,960.14	\$248,200.00	0.703
CD	220222	1	02/11/16	02/13/17	FLAGLER BANK	\$127,703.13	\$126,935.00	0.600
CD	220223	1	02/11/16	02/13/17	TWO RIVERS BANK & TRUST	\$249,903.03	\$248,300.00	0.640
CD	220224	1	02/11/16	02/13/17	CENTRUE BANK	\$249,921.80	\$248,300.00	0.648
SEC	36016	1	09/10/15	03/10/17	Capital One Bank (usa), National Association Certificate of Deposit	\$248,000.00	\$248,000.00	0.718
CD	221437	1	03/01/16	03/13/17	CENTRAL BANK	\$249,950.14	\$248,300.00	0.640
CD	221438	1	03/01/16	03/13/17	ABC BANK / AUSTIN BANK OF CHICAGO	\$249,985.42	\$248,300.00	0.657
CD	221439	1	03/01/16	03/13/17	BANK OF THE WEST	\$249,969.70	\$248,400.00	0.612
CD	221519	1	03/02/16	03/13/17	TALMER BANK AND TRUST - C	\$1,764,997.36	\$1,755,000.00	0.553
CD	215192	1	09/04/15	03/28/17	PENTAGON FEDERAL CREDIT UNION (183 day and out)	\$3,779,332.19	\$3,750,000.00	0.500
SEC	36587	1	11/24/15	07/14/17	Federal Home Loan Mortgage Corporation Note	\$1,500,000.00	\$1,499,932.80	0.753
CD	223056	1	04/07/16	07/26/17	PENTAGON FEDERAL CREDIT UNION (183 day and out)	\$3,023,435.80	\$3,000,000.00	0.600

BURNSVILLE ISD 191 / GENERAL FUND

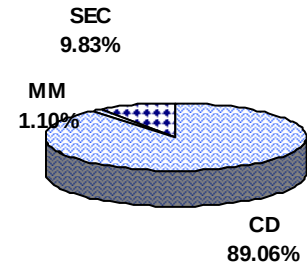
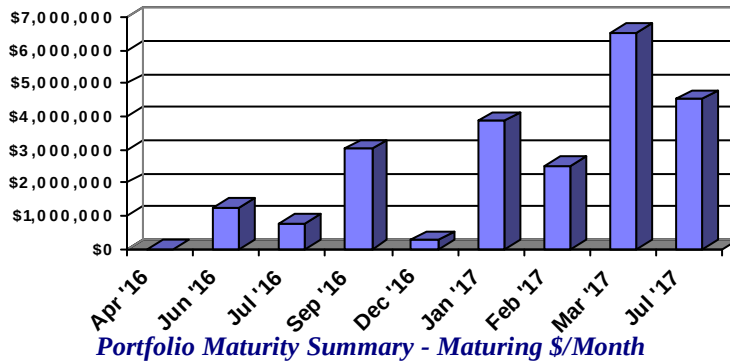
2960

Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated only on the CD, CP, & SEC desk.						Total Amount -->	\$22,960,866.55	\$22,839,633.99

Time and Dollar Weighted Portfolio Yield: 0.575 %

Weighted Average Portfolio Maturity: 281.86 Days

MM: 1.10%
CD's: 89.07%
CP: 0.00%
SEC: 9.83%



Portfolio Allocation by Transaction Type



Total Portfolio Report CAR

As of: 04/30/16

PMA Financial Network, Inc.

2135 CityGate Lane

7th Floor

Naperville, Illinois 60563

Telephone . 630-657-6400

Facsimile . 630-718-8701

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BURNSVILLE ISD 191 / 2009 OPEB TRUST

3596

Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
MM					Investment Shares Portfolio	\$33,363.98	\$33,363.98	
CD	186939	1	06/21/13	06/21/16	FIFTH THIRD BANK	\$155,206.99	\$152,000.00	0.703
CD	187204	1	06/27/13	06/27/16	FIFTH THIRD BANK	\$92,008.39	\$90,000.00	0.743
SEC	29761	1	06/28/13	06/28/16	BMW Bank Of North America Certificate of Deposit	\$249,000.00	\$249,000.00	0.753
CD	208035	1	03/24/15	06/30/16	CFG COMMUNITY BANK	\$249,921.56	\$248,500.00	0.450
CD	208036	1	03/24/15	06/30/16	IDB BANK- NY	\$100,497.94	\$100,000.00	0.392
CD	208037	1	03/24/15	06/30/16	GBC INTERNATIONAL BANK	\$203,045.66	\$202,500.00	0.212
CD	217111	1	10/15/15	06/30/16	MODERN BANK, NATIONAL ASSOCIATION	\$110,196.19	\$110,000.00	0.251
CD	219475	1	01/25/16	06/30/16	FARMERS STATE BANK WATERLOO	\$249,920.62	\$249,500.00	0.392
CD	219476	1	01/25/16	06/30/16	EDGAR COUNTY B&TC	\$230,847.02	\$230,500.00	0.350
CD	220577	1	02/19/16	06/30/16	ENTERPRISE BANK & TRUST	\$249,979.57	\$249,600.00	0.421
CD	220578	1	02/19/16	06/30/16	FIRST NATIONAL BANK / THE FIRST, NA	\$249,979.55	\$249,600.00	0.420
SEC	34379	1	03/30/15	06/30/16	Safra National Bank Certificate of Deposit	\$249,000.00	\$249,000.00	0.360
CD	187467	1	07/02/13	07/05/16	FIRST CAPITAL BANK	\$249,919.20	\$244,400.00	0.750
CD	187468	1	07/02/13	07/05/16	LUANA SAVINGS BANK	\$248,891.44	\$245,200.00	0.500
SEC	31043	1	10/23/13	10/24/16	Sallie Mae Bank Certificate of Deposit	\$248,000.00	\$248,000.00	1.155
CD	187466	1	07/02/13	11/14/16	DAKOTA COMMUNITY BANK	\$249,965.13	\$244,200.00	0.700
CD	192889	1	01/13/14	01/13/17	FAR EAST NATIONAL BANK	\$144,811.46	\$140,800.00	0.949
SEC	23783	1	12/20/10	02/01/17	Woodridge Illinois Taxable	\$150,000.00	\$150,000.00	3.350
SEC	30736	1	09/25/13	09/25/17	Cit Bank Certificate of Deposit	\$247,000.00	\$247,000.00	1.508
CD	205079	1	01/08/15	01/08/18	FIRST FREEDOM BANK	\$164,252.21	\$159,400.00	1.012
CD	205080	1	01/08/15	01/08/18	TRUSTONE FINANCIAL FEDERAL CREDIT UNION	\$249,684.73	\$241,600.00	1.111
CD	205081	1	01/08/15	01/08/18	HIBERNIA BANK	\$207,054.62	\$201,000.00	1.003
CD	192888	1	01/13/14	01/16/18	INDUSTRIAL & COMMERCIAL BANK OF CHINA	\$210,686.40	\$200,000.00	1.332
SEC	33742	1	01/14/15	01/16/18	Goldman Sachs Bank USA Certificate of Deposit	\$248,000.00	\$248,000.00	1.404
CD	205817	1	02/03/15	02/05/18	ADIRONDACK BANK	\$240,475.35	\$234,000.00	0.921
CD	205818	1	02/03/15	02/05/18	FIRST NB OF MCGREGOR	\$102,681.43	\$100,000.00	0.891
CD	205819	1	02/03/15	02/05/18	FIRST NATIONAL BANK	\$249,815.96	\$243,000.00	0.932
SEC	33857	1	02/05/15	02/05/18	Ally Bank Certificate of Deposit	\$248,000.00	\$248,000.00	1.154
CD	182782	1	02/15/13	02/15/18	PLAINS COMMERCE BANK	\$249,902.70	\$236,400.00	1.142
CD	208034	1	03/24/15	03/26/18	PEAPACK-GLADSTONE BANK	\$208,860.51	\$203,000.00	0.960
SEC	30731	1	09/25/13	09/25/18	Discover Bank Certificate of Deposit	\$247,000.00	\$247,000.00	2.013
SEC	30738	1	09/25/13	09/25/18	Compass Bank Certificate of Deposit	\$247,000.00	\$247,000.00	1.962
CD	192886	1	01/13/14	01/14/19	M.Y. SAFRA BANK	\$248,142.42	\$228,500.00	1.717
CD	192887	1	01/13/14	01/14/19	STEARNS BANK NA (N)	\$248,500.88	\$230,700.00	1.542
SEC	28287	1	10/09/12	01/15/19	Lakewood Township NJ Ref	\$630,000.00	\$630,000.00	1.580
SEC	28397	1	11/15/12	08/15/19	DENTON TX INDEP SCH DIST TXBL -REF - SER C	\$1,000,000.00	\$1,000,000.00	1.520
SEC	28316	1	10/15/12	10/15/19	ABERDEEN TWP NJ REF	\$390,000.00	\$390,000.00	1.570
SEC	28317	1	10/16/12	12/01/19	FAIRFIELD & UNION OH LOCAL SCH DIST	\$330,000.00	\$294,162.00	1.620
SEC	28355	1	10/19/12	12/01/19	COOK CNTY IL HIGH SCH DIST #205 THORNTON TWP	\$350,000.00	\$350,000.00	1.939

BURNSVILLE ISD 191 / 2009 OPEB TRUST

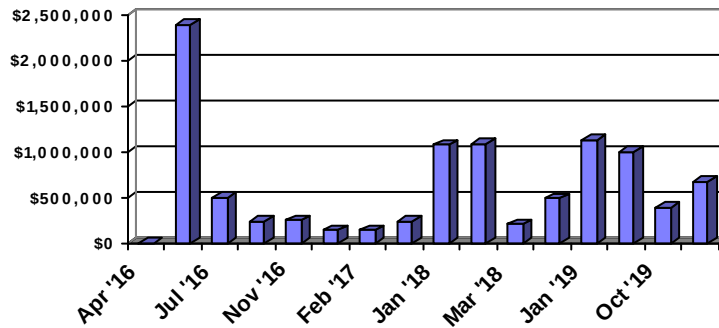
3596
13

Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated only on the CD, CP, & SEC desk.						Total Amount --> \$10,031,611.91	\$9,864,925.98	

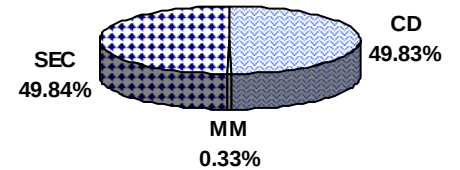
Time and Dollar Weighted Portfolio Yield: 1.474 %

Weighted Average Portfolio Maturity: 608.60 Days

MM: 0.34%
CD's: 51.03%
CP: 0.00%
SEC: 48.63%



Portfolio Maturity Summary - Maturing \$/Month



Portfolio Allocation by Transaction Type



Total Portfolio Report CAR

As of: 04/30/16

PMA Financial Network, Inc.

2135 CityGate Lane

7th Floor

Naperville, Illinois 60563

Telephone . 630-657-6400

Facsimile . 630-718-8701

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BURNSVILLE ISD 191 / 2015A BONDS

5762

Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
MM					Investment Shares Portfolio	\$2,429,934.90	\$2,429,934.90	
SDA					Savings Deposit Account - CITIBANK (SDA)	\$1,450.31	\$1,450.31	
TS	222898	1	04/04/16	05/04/16	MN TRUST TERM SERIES	\$8,003,024.66	\$8,000,000.00	0.460
CD	209399	1	05/12/15	05/11/16	FIRST NATIONAL BANK OF PARK FALLS	\$249,263.58	\$248,400.00	0.348
SEC	34641	1	05/14/15	05/12/16	IOWA ST HGR EDU LOAN AUTH RANS- UNIV OF DUBUQUE	\$4,900,000.00	\$4,900,000.00	0.550
SEC	34615	1	05/15/15	05/13/16	First Niagara Bank Certificate of Deposit	\$249,000.00	\$249,000.00	0.251
CD	209360	1	05/08/15	05/19/16	FIELDPOINT PRIVATE BANK & TRUST	\$249,900.26	\$249,000.00	0.351
CD	209361	1	05/08/15	05/19/16	BANK OF CHINA	\$249,993.70	\$249,200.00	0.308
CD	209362	1	05/08/15	05/19/16	FARMERS & MERCHANTS UNION BANK	\$249,951.19	\$249,200.00	0.292
CD	209363	1	05/08/15	05/19/16	IDB BANK- NY	\$148,446.13	\$148,000.00	0.292
SEC	34614	1	05/20/15	05/20/16	Bankunited, NA Certificate of Deposit	\$248,000.00	\$248,000.00	0.250
SEC	34616	1	05/20/15	05/20/16	Investors Bank (mhc) Certificate of Deposit	\$248,000.00	\$248,000.00	0.250
SEC	34617	1	05/13/15	06/01/16	waukee ia csd	\$725,000.00	\$725,000.00	0.350
SEC	34625	1	05/14/15	06/15/16	UMATILLA SD 008R-A	\$330,000.00	\$330,000.00	0.370
CD	209397	1	05/12/15	06/16/16	OREGON COMMUNITY BANK & TRUST	\$249,334.69	\$248,400.00	0.343
CD	209398	1	05/12/15	06/16/16	ASIAN PACIFIC NATIONAL BANK	\$249,253.06	\$248,300.00	0.349
CD	216903	1	10/06/15	06/16/16	BRIDGEWATER BANK	\$1,001,427.54	\$1,000,000.00	0.205
CD	209396	1	05/12/15	07/21/16	SUMMIT BANK - OR	\$249,173.29	\$248,100.00	0.363
CD	213963	1	08/12/15	07/21/16	HomeBank of Arkansas	\$249,996.15	\$249,400.00	0.254
CD	213964	1	08/12/15	07/21/16	UNITY NATIONAL BANK OF HOUSTON	\$249,912.38	\$249,300.00	0.261
CD	213965	1	08/12/15	07/21/16	BANK OF THE OZARKS	\$249,995.95	\$249,500.00	0.211
CD	213966	1	08/12/15	07/21/16	CENTRAL BANK OF OKLAHOMA / ONB BANK AND TRUST COMPANY	\$249,995.52	\$249,500.00	0.211
CD	213967	1	08/12/15	07/21/16	PACIFIC WESTERN BANK	\$249,970.75	\$249,500.00	0.200
CD	213968	1	08/12/15	07/21/16	COMMUNITY WEST BANK	\$249,927.29	\$249,500.00	0.182
CD	213969	1	08/12/15	07/21/16	BANK 7	\$249,942.32	\$249,400.00	0.231
CD	213970	1	08/12/15	07/21/16	FIRST GUARANTY BANK	\$249,982.27	\$249,600.00	0.163
CD	216901	1	10/06/15	07/21/16	SECURITY BANK & TRUST CO	\$100,197.14	\$100,000.00	0.249
CD	216902	1	10/06/15	07/21/16	BRIDGEWATER BANK	\$651,312.45	\$650,000.00	0.255
CD	219409	1	01/22/16	07/21/16	BOFI FEDERAL BANK	\$5,010,889.36	\$5,000,000.00	0.440
SEC	34620	1	05/13/15	08/01/16	Huntsville AL	\$150,000.00	\$150,000.00	0.370
CD	213962	1	08/12/15	08/11/16	PLAINSCAPITAL BANK	\$249,936.03	\$249,300.00	0.255
CD	209381	1	05/12/15	08/18/16	HIGHLAND BANK	\$1,004,437.22	\$1,000,000.00	0.349
CD	212776	1	07/03/15	08/18/16	FIRST HOME BANK	\$249,921.59	\$249,100.00	0.293
CD	212777	1	07/03/15	08/18/16	STRATFORD STATE BANK	\$249,915.94	\$249,200.00	0.251
CD	213958	1	08/12/15	08/18/16	ENERBANK USA	\$249,915.62	\$249,000.00	0.361
CD	213959	1	08/12/15	08/18/16	GRANDPOINT BANK	\$249,993.67	\$249,100.00	0.345
CD	213960	1	08/12/15	08/18/16	CITIZENS COMMUNITY BANK	\$249,976.51	\$249,200.00	0.300
CD	213961	1	08/12/15	08/18/16	PAN AMERICAN BANK	\$249,989.58	\$249,200.00	0.306
CD	216897	1	10/06/15	08/18/16	LANDMARK COMMUNITY BANK	\$249,930.51	\$249,300.00	0.291
CD	216898	1	10/06/15	08/18/16	BOFI FEDERAL BANK	\$249,955.48	\$249,200.00	0.350
CD	216899	1	10/06/15	08/18/16	AMERICAN INVESTORS BANK AND MORTGAGE	\$249,540.64	\$249,000.00	0.250
CD	216900	1	10/06/15	08/18/16	WOLVERINE BANK, FSB	\$249,952.31	\$249,400.00	0.255
CD	219408	1	01/22/16	08/18/16	BOFI FEDERAL BANK	\$5,012,574.96	\$5,000,000.00	0.440
CD	220585	1	02/19/16	08/18/16	SOUTHERN STATES BANK	\$249,719.41	\$249,200.00	0.420

BURNSVILLE ISD 191 / 2015A BONDS
5762
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Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
CD	220586	1	02/19/16	08/18/16	THE FARMERS BANK OF WILLARDS	\$249,719.92	\$249,200.00	0.421
CD	220587	1	02/19/16	08/18/16	CENTIER BANK	\$249,520.29	\$249,000.00	0.421
CD	220588	1	02/19/16	08/18/16	COMMERCE BANK, NA - MO - N	\$249,620.33	\$249,100.00	0.421
SEC	35761	1	08/19/15	08/19/16	Tcf National Bank - Dtc Certificate of Deposit	\$248,000.00	\$248,000.00	0.350
SEC	35763	1	08/19/15	08/19/16	Mizuho Bank (USA) Certificate of Deposit	\$248,000.00	\$248,000.00	0.400
SEC	35759	1	08/25/15	08/25/16	Bbcn Bank Certificate of Deposit	\$249,000.00	\$249,000.00	0.400
SEC	34618	1	06/04/15	09/01/16	LEAVENWORTH CNTY KS UNIF SCH DIST #458	\$995,000.00	\$995,000.00	0.540
SEC	34624	1	06/04/15	09/01/16	GEARY CNTY KS UNIF SCH DIST #475	\$555,000.00	\$555,000.00	0.400
SEC	34628	1	06/01/15	09/01/16	NORTH CENTRL WI TECH CLG DIST	\$1,540,000.00	\$1,540,000.00	0.400
CD	209358	1	05/08/15	09/15/16	GLOBAL BANK	\$249,986.60	\$249,000.00	0.292
CD	209359	1	05/08/15	09/15/16	MIDDLEFIELD BANKING COMPANY	\$249,918.22	\$249,100.00	0.242
CD	209379	1	05/12/15	09/15/16	HIGHLAND BANK	\$249,969.88	\$248,300.00	0.499
CD	209380	1	05/12/15	09/15/16	HIGHLAND BANK	\$755,742.08	\$751,700.00	0.399
CD	220581	1	02/19/16	09/15/16	ORRSTOWN BANK	\$249,399.71	\$248,800.00	0.421
CD	220582	1	02/19/16	09/15/16	PATRIOT BANK - OK	\$249,399.71	\$248,800.00	0.421
CD	220583	1	02/19/16	09/15/16	PRUDENTIAL SAVINGS BANK	\$249,599.75	\$249,000.00	0.421
CD	220584	1	02/19/16	09/15/16	SECURITY BANK	\$249,500.33	\$248,900.00	0.421
SEC	34619	1	05/13/15	09/15/16	MONROE CNTY PA	\$275,000.00	\$275,000.00	0.460
SEC	34621	1	05/14/15	09/15/16	BRISTOL TWP PA	\$500,000.00	\$500,000.00	0.450
CD	209365	1	05/11/15	10/21/16	BRIDGEWATER BANK	\$1,005,875.25	\$1,000,000.00	0.406
CD	209357	1	05/08/15	11/17/16	SONABANK	\$249,995.36	\$248,100.00	0.499
CD	220579	1	02/19/16	11/17/16	T BANK, NA	\$249,946.67	\$249,000.00	0.510
CD	220580	1	02/19/16	11/17/16	FINANCIAL FEDERAL BANK	\$249,927.78	\$249,000.00	0.500
CD	218112	1	12/01/15	12/01/16	KS STATE BANK / KANSAS STATE BANK OF MANHATTAN	\$249,965.10	\$248,200.00	0.711

Note: Weighted Yield & Weighted Average Portfolio
Maturity are calculated only on the CD, CP, & SEC desk.

Total Amount --> \$46,827,121.34 \$46,751,085.21

Time and Dollar Weighted Portfolio Yield: 0.403 %

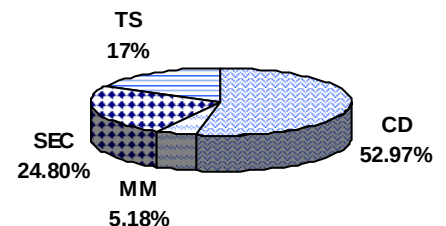
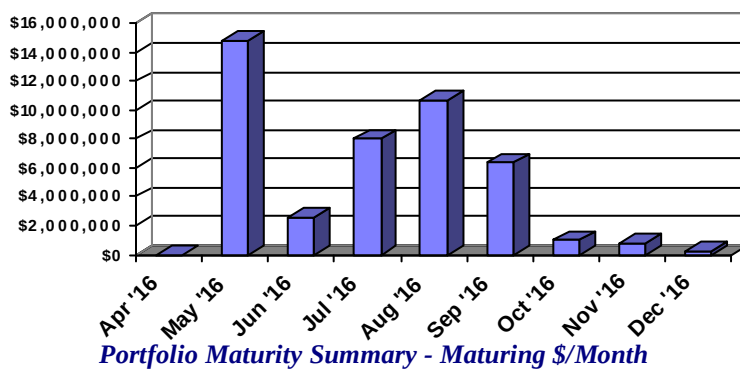
Weighted Average Portfolio Maturity: 69.88 Days

MM: 5.20%

CD's: 53.17%

CP: 0.00%

SEC: 24.51%





Total Portfolio Report CAR

As of: 04/30/16

PMA Financial Network, Inc.

2135 CityGate Lane

16

7th Floor

Naperville, Illinois 60563

Telephone . 630-657-6400

Facsimile . 630-718-8701

BURNSVILLE ISD 191 / 2012A ALT FACILITY

5070

Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
MM					Investment Shares Portfolio	\$216,969.24	\$216,969.24	
TS	222897	1	04/04/16	05/04/16	MN TRUST TERM SERIES	\$3,501,323.30	\$3,500,000.00	0.460
Total Amount -->						\$3,718,292.54	\$3,716,969.24	

Note: Weighted Yield & Weighted Average Portfolio
Maturity are calculated only on the CD, CP, & SEC desk.

Time and Dollar Weighted Portfolio Yield: 0.460 %

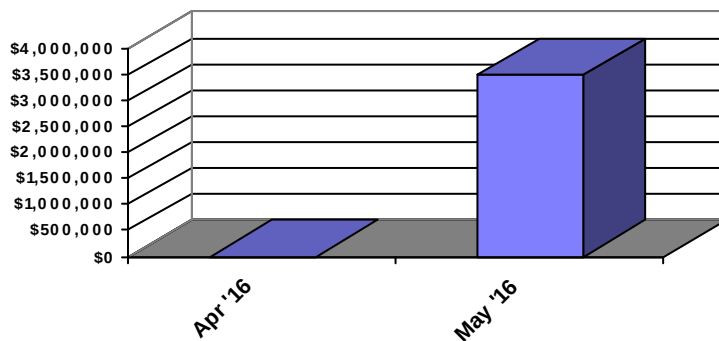
Weighted Average Portfolio Maturity: 3.77 Days

MM: 5.84%

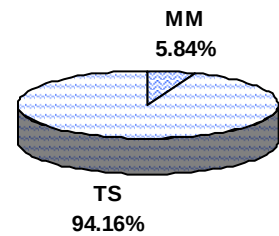
CD's: 0.00%

CP: 0.00%

SEC: 0.00%



Portfolio Maturity Summary - Maturing \$/Month



Portfolio Allocation by Transaction Type



Total Portfolio Report CAR

As of: 04/30/16

PMA Financial Network, Inc.

2135 CityGate Lane

17

7th Floor

Naperville, Illinois 60563

Telephone . 630-657-6400

Facsimile . 630-718-8701

BURNSVILLE ISD 191 / ALT FACILITY FUND

5298

Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
MM					Investment Shares Portfolio	\$431,165.22	\$431,165.22	
Total Amount -->						\$431,165.22	\$431,165.22	

Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated only on the CD, CP, & SEC desk.

Time and Dollar Weighted Portfolio Yield: 0.000 %

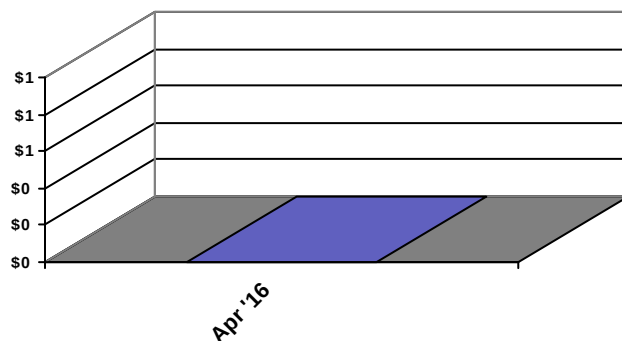
Weighted Average Portfolio Maturity: 0.00 Days

MM: 100.00%

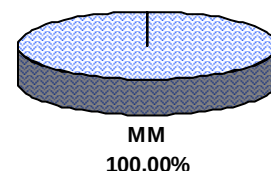
CD's: 0.00%

CP: 0.00%

SEC: 0.00%



Portfolio Maturity Summary - Maturing \$/Month



Portfolio Allocation by Transaction Type

April 2016

Wire Transfers

Date	From	To	Amount	For
040116	MSDLAF	Preferred One	68,799.39	Health Insurance
040116	MSDLAF	Internal Revenue Service	817,676.72	March 31 Payroll - Federal Taxes
040116	MSDLAF	State of Minnesota	134,631.96	March 31 Payroll - State Taxes
040116	MSDLAF	State of Minnesota	3,307.60	March 31 Payroll - Child Support
040116	MSDLAF	Corporate Health	7,119.61	Medical Claims
040116	MSDLAF	Corporate Health	6,953.60	Flex Claims
040416	MSDLAF	Preferred One	385,867.61	Health Insurance
040616	State of Minnesota	MSDLAF	1,287.60	MN State - MMB
040616	MSDLAF	Delta Dental	19,163.42	Dental Insurance
040816	MSDLAF	Corporate Health	11,607.96	Medical Claims
040816	MSDLAF	Corporate Health	18,623.49	Flex Claims
041116	MSDLAF	Preferred One	431,343.57	Health Insurance
041216	MSDLAF	PERA	105,599.54	March 31 Payroll - PERA wire
041216	MSDLAF	TRA	367,476.56	March 31 Payroll - TRA wire
041316	MSDLAF	Delta Dental	27,346.97	Dental Insurance
041416	State of Minnesota	MSDLAF	7,770.14	MN State - MMB
041416	MSDLAF	US Bank	65,000.00	US Bank P-Card prefunding wire
041516	State of Minnesota	MSDLAF	4,127,504.92	MN State - MMB
041516	MSDLAF	People's Bank	184,919.70	April 15 Payroll - TSA wire
041516	MSDLAF	Teacher's Federal Credit Union	38,080.98	April 15 Payroll - Teacher's Dues
041816	MSDALF	Internal Revenue Service	753,651.60	April 15 Payroll - Federal Taxes
041816	MSDLAF	State of Minnesota	124,191.78	April 15 Payroll - State Taxes
041816	MSDLAF	State of Minnesota	2,984.24	April 15 Payroll - Child Support
041816	MSDLAF	Preferred One	440,907.25	Health Insurance
041916	MSDLAF	US Bank	3,000.00	US Bank Fleet Card prefunding wire
042016	MSDLAF	Delta Dental	17,388.17	Dental Insurance
042116	State of Minnesota	MSDLAF	7,850.76	MN State - MMB
042216	MSDLAF	Corporate Health	10,058.86	Medical Claims
042216	MSDLAF	Corporate Health	15,932.82	Flex Claims
042516	MSDLAF	Preferred One	319,796.86	Health Insurance
042616	MSDLAF	PERA	121,350.16	April 15 Payroll - PERA wire

April 2016

Wire Transfers

Date	From	To	Amount	For
042616	MSDLAF	TRA	341,374.20	April 15 Payroll - TRA wire
042716	MSDLAF	Delta Dental	14,844.63	Dental Insurance
042816	State of Minnesota	MSDLAF	325,926.98	MN State - MMB
042916	MSDLAF	People's Bank	186,086.47	April 30 Payroll - TSA wire
042916	MSDLAF	Teacher's Federal Credit Union	38,492.59	April 30 Payroll - Teacher's Dues
042916	State of Minnesota	MSDLAF	7,211,463.06	MN State - MMB
042916	MSDLAF	Corporate Health	13,703.79	Medical Claims
042916	MSDLAF	Corporate Health	9,946.96	Flex Claims

Check Register Report

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
1	1015515		\$2,765.42	Apr 20, 2016	88888	3547	HUGSTAD-VAA, JENNIFER JO
1	1015516		\$5.89	Apr 20, 2016	88888	8189	BRAUN, JEAN C
1	1015517		\$21.11	Apr 20, 2016	88888	9302	BOHR, JENNIFER L
1	1015518		\$67.70	Apr 20, 2016	88888	9363	BIEN, BERNADETTE L
1	1015519		\$27.00	Apr 20, 2016	88888	11153	HOLEWA, MARY A
1	1015520		\$24.25	Apr 20, 2016	88888	11966	HANSON, LISA
1	1015521		\$34.62	Apr 20, 2016	88888	13406	ALLEN, SUSAN M
1	1015522		\$1.79	Apr 20, 2016	88888	13415	ENGELHARDT, ANGELA C
1	1015523		\$199.90	Apr 20, 2016	88888	14112	HARTL, ARAN J
1	1015524		\$7.95	Apr 20, 2016	88888	15021	DALY, JULIE
1	1015525		\$31.10	Apr 20, 2016	88888	16794	DONNOHUE, ROSE MARIE
1	1015526		\$100.00	Apr 20, 2016	88888	17435	LUND, ELLIOTT J
1	1015527		\$20.79	Apr 20, 2016	88888	18007	LAMONT, HEIDI O
1	1015528		\$10.00	Apr 20, 2016	88888	18212	LAWLER, MELISSA J
1	1015529		\$167.00	Apr 20, 2016	88888	18668	ABDULLAHI, SACDIYO J
1	1015530		\$36.29	Apr 20, 2016	88888	18813	ASTACIO MATOS, RAMON
1	1015531		\$63.60	Apr 20, 2016	88888	6874	STEAD, AMY JO
1	1015532		\$67.97	Apr 20, 2016	88888	6874	STEAD, AMY JO
1	1015533		\$299.18	Apr 20, 2016	88888	6874	STEAD, AMY JO
1	1015534		\$75.06	Apr 20, 2016	88888	7076	WHITE-JARZYNA, SUSAN L
1	1015535		\$10.57	Apr 20, 2016	88888	8627	ORTH, STEVEN D. R.
1	1015536		\$1,234.15	Apr 20, 2016	88888	8627	ORTH, STEVEN D. R.
1	1015537		\$5.94	Apr 20, 2016	88888	9277	ZEIGLER, SARAH
1	1015538		\$52.38	Apr 20, 2016	88888	10299	WEIGHTMAN, ELIZABETH C
1	1015539		\$26.19	Apr 20, 2016	88888	11825	SIEBER, ANDREA
1	1015540		\$71.74	Apr 20,	88888	11828	MARSHALL, JEFFREY

May 16, 2016

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Check Register Report

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			
1	1015541		\$59.63	Apr 20, 2016	88888	11887	MCDEVITT, PAUL DAVID
1	1015542		\$17.98	Apr 20, 2016	88888	12708	SCHWARTZ, KATHRYN J
1	1015543		\$11.93	Apr 20, 2016	88888	13470	SMALLEY, AMY C
1	1015544		\$29.00	Apr 20, 2016	88888	15697	OLSON, KIMBERLY LENORA
1	1015545		\$57.00	Apr 20, 2016	88888	15761	MCGAHA, MARIETTA R
1	1015546		\$80.95	Apr 20, 2016	88888	15803	RIGGS, JEANINE L
1	1015547		\$14.86	Apr 20, 2016	88888	16103	PILNEY, MAUREEN A
1	1015548		\$16.28	Apr 20, 2016	88888	17234	MARSHALLA, ASHLEY A
1	1015549		\$86.67	Apr 20, 2016	88888	17431	QUINTANA, MARIANA
1	1015550		\$35.59	Apr 20, 2016	88888	17716	NEWBY, MATTHEW
1	1015551		\$6.99	Apr 20, 2016	88888	17950	QUESENBERRY, KIMBERLY
1	1015552		\$85.60	Apr 20, 2016	88888	18215	WATKINS, DAVID
1	1015553		\$57.46	Apr 20, 2016	88888	18310	THOMPSON, DAVID P
1	1015554		\$143.84	Apr 27, 2016	88888	7284	QUIRK, KATHLEEN
1	1015555		\$38.88	Apr 27, 2016	88888	7829	ROCZNIAK, EUGENE A
1	1015556		\$14.69	Apr 27, 2016	88888	11212	PROECHEL, WENDY
1	1015557		\$57.19	Apr 27, 2016	88888	11462	VAURIO, SONYA
1	1015558		\$17.28	Apr 27, 2016	88888	11825	SIEBER, ANDREA
1	1015559		\$125.00	Apr 27, 2016	88888	12312	STROH, CAROL
1	1015560		\$74.85	Apr 27, 2016	88888	12880	MURRAY, MARGARET E
1	1015561		\$117.72	Apr 27, 2016	88888	13692	NIEMIEC, ALICIA
1	1015562		\$46.01	Apr 27, 2016	88888	13898	TORGENSEN, SHERRY LYNN
1	1015563		\$10.10	Apr 27, 2016	88888	14000	MCCLELLAN, MELISSA E
1	1015564		\$34.56	Apr 27, 2016	88888	14998	NEUER, MICHELLE E
1	1015565		\$46.91	Apr 27, 2016	88888	15856	TOUSIGNANT, HOLLY

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
1	1015566		\$200.00	Apr 27, 2016	88888	16166	RIDER, LISA K
1	1015567		\$90.18	Apr 27, 2016	88888	16213	STAHLY, JANICE
1	1015568		\$55.25	Apr 27, 2016	88888	16491	VITALI, ALICIA F
1	1015569		\$61.56	Apr 27, 2016	88888	16501	NESS, KAREN M
1	1015570		\$38.88	Apr 27, 2016	88888	16573	WEILER, TIFFANY M
1	1015571		\$200.00	Apr 27, 2016	88888	17487	SOVINE, STACEY
1	1015572		\$47.20	Apr 27, 2016	88888	18074	SHAW, OKSANA
1	1015573		\$200.00	Apr 27, 2016	88888	18287	STANLEY, STACIE L
1	1015574		\$88.00	Apr 27, 2016	88888	18352	ORSTAD, TARA
1	1015575		\$200.00	Apr 27, 2016	88888	18405	WINTERLIN, GORDON D
1	1015576		\$48.03	Apr 27, 2016	88888	18612	MALLINGER, MELINDA
1	1015577		\$111.38	Apr 27, 2016	88888	18639	PIOTROWSKI, AMY
1	1015578		\$1.83	Apr 27, 2016	88888	18677	MCLAUGHLIN, ALEXANDRA M
1	1015579		\$53.39	Apr 27, 2016	88888	18679	MEYER, JESSICA M
1	1015580		\$24.47	Apr 27, 2016	88888	6452	BERG, JANET
1	1015581		\$53.90	Apr 27, 2016	88888	7269	BARTH, TAMI RAE
1	1015582		\$45.63	Apr 27, 2016	88888	8309	HENDRIX, EUGENIA M
1	1015583		\$36.80	Apr 27, 2016	88888	8309	HENDRIX, EUGENIA M
1	1015584		\$125.06	Apr 27, 2016	88888	8309	HENDRIX, EUGENIA M
1	1015585		\$148.01	Apr 27, 2016	88888	9267	HOLDEN, MATTHEW J
1	1015586		\$45.46	Apr 27, 2016	88888	13372	HAYDEN, SUZANNE
1	1015587		\$86.00	Apr 27, 2016	88888	13413	COLEMAN, COLLEEN M
1	1015588		\$30.29	Apr 27, 2016	88888	14147	KLINNERT, ELIZABETH
1	1015589		\$26.68	Apr 27, 2016	88888	14624	JORDAN, JOANNA
1	1015590		\$10.48	Apr 27, 2016	88888	15209	GRANT, HEIDI A
1	1015591		\$30.14	Apr 27,	88888	15209	GRANT, HEIDI A

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			
1	1015592		\$67.77	Apr 27, 2016	88888	16004	JORGENSON, SHANNON E
1	1015593		\$15.96	Apr 27, 2016	88888	16244	GILBERTSON, SHERRY A
1	1015594		\$1,189.16	Apr 27, 2016	88888	16319	CONNELL, PAUL J
1	1015595		\$22.95	Apr 27, 2016	88888	16683	HREHA, JUSTIN T
1	1015596		\$19.00	Apr 27, 2016	88888	16890	KREPS, RODNEY V
1	1015597		\$400.00	Apr 27, 2016	88888	17994	GOTHARD, JOSEPH M
1	1015598		\$1,509.91	Apr 27, 2016	88888	18011	ALT, ABIGAIL
1	1015599		\$200.00	Apr 27, 2016	88888	18043	AMOROSO, CYNTHIA
1	1015600		\$200.00	Apr 27, 2016	88888	18391	JOHNSON, DOUGLAS A
1	1015601		\$63.00	Apr 27, 2016	88888	18430	COOK, LAURIE N
1	1015602		\$13.34	Apr 27, 2016	88888	18656	ELLIS, TENEASHA L
1	1015603		\$64.06	May 4, 2016	88888	2051	DEERING, KARI
1	1015604		\$19.00	May 4, 2016	88888	7303	HRIMNAK, JOSEPH MICHAEL
1	1015605		\$41.99	May 4, 2016	88888	9236	LIPPKA, JONALYN
1	1015606		\$102.06	May 4, 2016	88888	10290	BRADY, STEVE
1	1015607		\$41.42	May 4, 2016	88888	11821	BLANDIN, MELISSA
1	1015608		\$37.29	May 4, 2016	88888	12400	DYBVIG, JOAN E
1	1015609		\$615.70	May 4, 2016	88888	13108	HILL, RONALD I
1	1015610		\$66.72	May 4, 2016	88888	13189	HOUTMAN, JENNIFER L
1	1015611		\$41.09	May 4, 2016	88888	13406	ALLEN, SUSAN M
1	1015612		\$5.69	May 4, 2016	88888	13415	ENGELHARDT, ANGELA C
1	1015613		\$896.15	May 4, 2016	88888	14416	LUTH, DANIEL W
1	1015614		\$90.47	May 4, 2016	88888	14601	HOESCHEN, KERRY
1	1015615		\$10.00	May 4, 2016	88888	15977	HEIM, WILLIAM V
1	1015616		\$26.70	May 4, 2016	88888	15977	HEIM, WILLIAM V

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
1	1015617		\$5.00	May 4, 2016	88888	17175	FUNSTON, KATHY L
1	1015618		\$5.00	May 4, 2016	88888	17175	FUNSTON, KATHY L
1	1015619		\$110.97	May 4, 2016	88888	17175	FUNSTON, KATHY L
1	1015620		\$15.00	May 4, 2016	88888	17283	ERBES, SARAH L
1	1015621		\$36.83	May 4, 2016	88888	17737	BLAZQUEZ, JAVIER
1	1015622		\$10.04	May 4, 2016	88888	17737	BLAZQUEZ, JAVIER
1	1015623		\$61.56	May 4, 2016	88888	17764	COZAD, PATRICIA M
1	1015624		\$19.22	May 4, 2016	88888	18140	KAAHIYE, AXMAD
1	1015625		\$11.88	May 4, 2016	88888	18166	KASTLER, ANN
1	1015626		\$125.28	May 4, 2016	88888	18265	BROWN, JACKLYN D
1	1015627		\$904.90	May 4, 2016	88888	18289	HARVES, NICOLE R
1	1015628		\$95.04	May 4, 2016	88888	18313	GREGORY, AMANDA
1	1015629		\$32.40	May 4, 2016	88888	18369	HAGEL, AVERYEL F
1	1015630		\$11.22	May 4, 2016	88888	18414	KATZMAREK, ABIGAIL S
1	1015631		\$78.00	May 4, 2016	88888	18537	CONTRERAS, KODI C
1	1015632		\$108.47	May 4, 2016	88888	18623	DESHAW, JENNIFER R
1	1015633		\$81.33	May 4, 2016	88888	18645	EBENHOH, TEEGAN M
1	1015634		\$16.00	May 4, 2016	88888	18666	HOLMES, JAMIE L
1	1015635		\$59.56	May 4, 2016	88888	18691	GULDEN, JANET
1	1015636		\$164.97	May 4, 2016	88888	18797	GOODBUFFALO, DOMINIC E
1	1015637		\$21.22	May 4, 2016	88888	6090	RITCHIE, JACKI RAE
1	1015638		\$41.74	May 4, 2016	88888	6968	SODERHOLM, WM ERIC
1	1015639		\$337.61	May 4, 2016	88888	8627	ORTH, STEVEN D. R.
1	1015640		\$380.66	May 4, 2016	88888	9501	MOSEY, PATRICIA
1	1015641		\$51.84	May 4, 2016	88888	9670	ROBOLE, VICKI M
1	1015642		\$44.28	May 4,	88888	9670	ROBOLE, VICKI M

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			
1	1015643		\$14.99	May 4, 2016	88888	9827	PEARSON, CHAD W
1	1015644		\$40.38	May 4, 2016	88888	10311	MATHYS, SANDRA
1	1015645		\$75.00	May 4, 2016	88888	11306	PETERSON, KERI
1	1015646		\$4.21	May 4, 2016	88888	11895	WITTENKELLER, JANE E
1	1015647		\$21.00	May 4, 2016	88888	12021	WEINGARTZ, MARY L
1	1015648		\$65.95	May 4, 2016	88888	12647	WALLER MCDEVITT, JENNIFER
1	1015649		\$48.73	May 4, 2016	88888	12647	WALLER MCDEVITT, JENNIFER
1	1015650		\$12.86	May 4, 2016	88888	13074	MARTINEZ, ROBERT V
1	1015651		\$39.74	May 4, 2016	88888	13672	RINGGER, TRACY A
1	1015652		\$21.87	May 4, 2016	88888	13693	NEAL, BRYENY B
1	1015653		\$30.67	May 4, 2016	88888	13898	TORGERSEN, SHERRY LYNN
1	1015654		\$27.97	May 4, 2016	88888	14671	SMITH, TRACY J
1	1015655		\$34.56	May 4, 2016	88888	14998	NEUER, MICHELLE E
1	1015656		\$8.10	May 4, 2016	88888	16066	REAGAN, KATHRYN M
1	1015657		\$125.06	May 4, 2016	88888	16970	RAMOS, VERONICA
1	1015658		\$10.00	May 4, 2016	88888	17169	VAUGHT, ELIZABETH C
1	1015659		\$23.65	May 4, 2016	88888	17548	REGAN, HEATHER R
1	1015660		\$43.80	May 4, 2016	88888	17608	RICHARDSON, SARAH ANN SCHLETTY
1	1015661		\$64.68	May 4, 2016	88888	17785	OLSON-WYMAN, SAMANTHA L
1	1015662		\$62.50	May 4, 2016	88888	18037	PARKINSON, JACQUELYN R
1	1015663		\$143.44	May 4, 2016	88888	18037	PARKINSON, JACQUELYN R
1	1015664		\$55.16	May 4, 2016	88888	18334	SHANLEY, SARAH J
1	1015665		\$46.60	May 4, 2016	88888	18671	MANZ, GRACE
1	1015666		\$65.24	May 11, 2016	88888	7269	BARTH, TAMI RAE
1	1015667		\$19.40	May 11, 2016	88888	7847	KOLSTAD, MICHELE M

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
1	1015668		\$64.19	May 11, 2016	88888	9394	HUEMOELLER, MICHAEL T
1	1015669		\$10.69	May 11, 2016	88888	9500	DEBRONSKY, ROBIN
1	1015670		\$28.35	May 11, 2016	88888	9569	ANDREWS, DONNA
1	1015671		\$49.30	May 11, 2016	88888	9689	FINN, FAY E
1	1015672		\$304.52	May 11, 2016	88888	9760	KUZIEJ, JANET L
1	1015673		\$27.00	May 11, 2016	88888	10142	HOLCOMBE, SARA J
1	1015674		\$97.74	May 11, 2016	88888	12301	HJERMSTAD, HEATHER
1	1015675		\$81.83	May 11, 2016	88888	13288	LUTZ, AMANDA J
1	1015676		\$63.61	May 11, 2016	88888	13495	BROWN, CHRISTOPHER M
1	1015677		\$14.57	May 11, 2016	88888	14006	GRIFFIN, LYNDSEY K
1	1015678		\$75.00	May 11, 2016	88888	14112	HARTL, ARAN J
1	1015679		\$55.73	May 11, 2016	88888	14624	JORDAN, JOANNA
1	1015680		\$39.26	May 11, 2016	88888	14641	ENGSTROM, HEATHER L
1	1015681		\$16.90	May 11, 2016	88888	14982	LUCIUS, RACHEL H
1	1015682		\$257.16	May 11, 2016	88888	14982	LUCIUS, RACHEL H
1	1015683		\$39.96	May 11, 2016	88888	15074	CHAMERLIK, KAREN
1	1015684		\$10.47	May 11, 2016	88888	15209	GRANT, HEIDI A
1	1015685		\$214.45	May 11, 2016	88888	15691	KING, LAURIE J
1	1015686		\$31.28	May 11, 2016	88888	15885	CROSBIE, CYNTHIA
1	1015687		\$108.99	May 11, 2016	88888	15977	HEIM, WILLIAM V
1	1015688		\$192.89	May 11, 2016	88888	16001	FRITZ, KIMBERLY A
1	1015689		\$67.45	May 11, 2016	88888	16004	JORGENSEN, SHANNON E
1	1015690		\$19.66	May 11, 2016	88888	16377	ALEXON, BETH J
1	1015691		\$9.54	May 11, 2016	88888	16602	GOMER, JENNA M
1	1015692		\$100.00	May 11, 2016	88888	16654	GILRAY, REBECCA J
1	1015693		\$117.13	May 11,	88888	16789	KRONABETTER, JULIE R

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			
1	1015694		\$160.84	May 11, 2016	88888	17076	AHO, ELLA N
1	1015695		\$10.80	May 11, 2016	88888	17799	EILER, ELIZABETH P
1	1015696		\$170.00	May 11, 2016	88888	18666	HOLMES, JAMIE L
1	1015697		\$29.38	May 11, 2016	88888	18813	ASTACIO MATOS, RAMON
1	1015698		\$26.77	May 11, 2016	88888	1524	WENDORF, GREGORY
1	1015699		\$110.70	May 11, 2016	88888	4356	SIMON, GLENN D.
1	1015700		\$25.49	May 11, 2016	88888	7829	ROCZNAK, EUGENE A
1	1015701		\$977.00	May 11, 2016	88888	8269	VAN DER WOUDE, LORALIE A
1	1015702		\$30.01	May 11, 2016	88888	9239	OPATZ, LARRY
1	1015703		\$84.69	May 11, 2016	88888	9771	PLUCINAK, JODY L
1	1015704		\$21.00	May 11, 2016	88888	11212	PROECHEL, WENDY
1	1015705		\$5.94	May 11, 2016	88888	12009	STENE, BARBARA
1	1015706		\$302.94	May 11, 2016	88888	12579	STARKEY, MICHELE M
1	1015707		\$51.90	May 11, 2016	88888	12853	MATERNOWSKI, PATRICIA
1	1015708		\$37.96	May 11, 2016	88888	13651	SEXTON, MARCIA
1	1015709		\$131.22	May 11, 2016	88888	13692	NIEMIEC, ALICIA
1	1015710		\$31.68	May 11, 2016	88888	14612	MULLINS, CYNTHIA
1	1015711		\$111.62	May 11, 2016	88888	14961	SPRY, KARIE
1	1015712		\$110.70	May 11, 2016	88888	16213	STAHLY, JANICE
1	1015713		\$23.74	May 11, 2016	88888	16740	NURMELA, CRYSTAL
1	1015714		\$55.89	May 11, 2016	88888	16999	RENKEN, CARISSA M
1	1015715		\$58.48	May 11, 2016	88888	17586	PERLICH, SHAWN
1	1015716		\$46.87	May 11, 2016	88888	17966	TILLMAN, MEGAN
1	1015717		\$26.49	May 11, 2016	88888	18144	MILINOVICH, TRACY
1	1015718		\$18.99	May 11, 2016	88888	18335	TERWILLIGER, AMY M

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
1	1015719		\$22.30	May 11, 2016	88888	18536	SPAULDING, SHEILA J
1	1015720		\$58.00	May 11, 2016	88888	18624	ROEHL, PETER A
1	1015721		\$7.89	May 11, 2016	88888	18634	SEAMEN, MICHELLE A
1	1015722		\$60.81	May 11, 2016	88888	18635	MCDOWELL, MORGAN
1	1015723		\$91.26	May 11, 2016	88888	18639	PIOTROWSKI, AMY
1	1015724		\$96.77	May 11, 2016	88888	18639	PIOTROWSKI, AMY
1	1015725		\$34.45	May 11, 2016	88888	18651	NURMINEN, KARI J
1	1015726		\$12.14	May 11, 2016	88888	18679	MEYER, JESSICA M
1	1015727		\$173.76	May 11, 2016	88888	18830	MALSOM, RACHEL C
Check Count	213	Grand Total	\$23,784.34				

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	445984		\$4,873.23	Apr 14, 2016	28551	0	ADVANCED IMAGING SOLUTIONS
4	445985		\$122.50	Apr 14, 2016	25121	0	ALTHOFF, BARBARA
4	445986		\$735.87	Apr 14, 2016	01365	0	AMERIPRIDE LINEN AND APPAREL SERVICES
4	445987		\$315.00	Apr 14, 2016	01131	0	ATHENA AWARDS COMMITTEE
4	445988		\$42.75	Apr 14, 2016	00016	2233	BERKNESS, ANDREA
4	445989		\$14.00	Apr 14, 2016	00722	4	BLOOMINGTON FRIENDS OF FORENSICS
4	445990		\$348.00	Apr 14, 2016	27359	1	BOULDER NORDIC SPORT MIDWEST
4	445991		\$4,000.00	Apr 14, 2016	29000	0	CAPTURE VIDEO, LLC
4	445992		\$660.00	Apr 14, 2016	25919	0	CORDOVA, LETICIA
4	445993		\$9,488.51	Apr 14, 2016	28504	0	CORPORATE HEALTH SYSTEMS, INC.
4	445994		\$59,795.67	Apr 14, 2016	00809	0	DAKOTA ELECTRIC ASSOCIATION
4	445995		\$240.00	Apr 14, 2016	20524	0	DEWALD, RINA C.
4	445996		\$2,589.86	Apr 14, 2016	02333	1	EARTHGRAINS BAKING CO. INC.
4	445997		\$528.67	Apr 14, 2016	25053	0	EF EDUCATIONAL TOURS
4	445998		\$231.90	Apr 14, 2016	24275	0	FAGERNES, JOYCE
4	445999		\$40,517.58	Apr 14, 2016	27811	0	HEADWAY EMOTIONAL HEALTH SERVICES
4	446000		\$1,107.15	Apr 14, 2016	24403	0	HENRICKSEN & COMPANY, INC.
4	446001		\$116.29	Apr 14, 2016	02483	0	INTEGRA TELECOM
4	446002		\$13,113.89	Apr 14, 2016	09327	0	INTERMEDIATE SCHOOL DISTRICT 917
4	446003		\$24.00	Apr 14, 2016	26902	0	LEHNER, ANDREW
4	446004		\$247.74	Apr 14, 2016	27470	1	LIDS TEAM SPORTS
4	446005		\$6,250.00	Apr 14, 2016	28953	0	LINDSEY, DELORES
4	446006		\$534.00	Apr 14, 2016	24921	0	MECA SPORTSWEAR
4	446007		\$80.00	Apr 14, 2016	02522	0	MINNEAPOLIS INSTITUTE OF ARTS
4	446008		\$6,540.00	Apr 14, 2016	09029	0	MN ACADEMY OF SCIENCE
4	446009		\$156.00	Apr 14,	02445	0	MN STATE HIGH SCHOOL LEAGUE

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			(MSHSL)
4	446010		\$50.00	Apr 14, 2016	24405	0	MNAFEE
4	446011		\$280.00	Apr 14, 2016	22324	0	MULTILINGUAL WORD, INC.
4	446012		\$240.00	Apr 14, 2016	24243	0	MUNOZ, MARIBEL
4	446013		\$1,645.00	Apr 14, 2016	28020	0	MURPHY MANAGEMENT CONSULTANTS
4	446014		\$91.50	Apr 14, 2016	25372	4	NCS PEARSON INC
4	446015		\$87.00	Apr 14, 2016	08609	0	NORTHFIELD HIGH SCHOOL
4	446016		\$60.00	Apr 14, 2016	24879	0	PEREZ, MELISSA M.
4	446017		\$60.00	Apr 14, 2016	21343	0	RAMACHER, THUY
4	446018		\$40.00	Apr 14, 2016	09266	0	ROSEMOUNT HIGH SCHOOL
4	446019		\$150.88	Apr 14, 2016	28281	1	SECURITAS SECURITY SERVICES USA, INC
4	446020		\$12.00	Apr 14, 2016	06455	1	SHAKOPEE HIGH SCHOOL
4	446021		\$2,332.50	Apr 14, 2016	28611	0	SOUTHWEST METRO EDUCATIONAL CO
4	446022		\$138,952.12	Apr 14, 2016	08203	1	TIES
4	446023		\$124.50	Apr 14, 2016	24402	1	TWIN CITIES CATALYST MUSIC
4	446024		\$910.00	Apr 14, 2016	28417	0	UNIVERSAL ATHLETIC SERVICE INC.
4	446025		\$204.00	Apr 14, 2016	28298	0	US HEALTH WORKS MEDICAL GRP MN, PC
4	446026		\$500.00	Apr 14, 2016	24404	0	WELCH, VICTORIA
4	446027		\$16,542.33	Apr 14, 2016	02776	0	XCEL ENERGY
4	446028		\$110.00	Apr 19, 2016	00016	3103	ARNDT, WENDI
4	446029		\$79.00	Apr 19, 2016	00098	1	ASCD
4	446030		\$27.50	Apr 19, 2016	04895	0	ASSOCIATION OF CLERICAL EMPLOYEES
4	446031		\$150.00	Apr 19, 2016	00016	3099	BECK, LISA
4	446032		\$150.00	Apr 19, 2016	00016	3102	BREKKE, SHAUNDA
4	446033		\$150.00	Apr 19, 2016	00016	3101	BURKE, KIMARIE
4	446034		\$35.00	Apr 19, 2016	24379	0	BURNSVILLE LIONS CLUB

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	446035		\$532.00	Apr 19, 2016	06740	0	DAKOTA CITY HERITAGE VILLAGE, INC.
4	446036		\$150.00	Apr 19, 2016	00000	9328	DONNELLY, KRISTIN
4	446037		\$514,101.79	Apr 19, 2016	28300	1	DURHAM SCHOOL SERVICES
4	446038		\$356.25	Apr 19, 2016	09272	2	ECM PUBLISHERS, INC.
4	446039		\$164.50	Apr 19, 2016	28531	0	EDUCATION MINNESOTA
4	446040		\$428.00	Apr 19, 2016	28896	0	FELHABER LARSON
4	446041		\$150.00	Apr 19, 2016	00000	8256	HANSEN, RUTH
4	446042		\$150.00	Apr 19, 2016	00016	3100	HORNE, BARBARA
4	446043		\$1,552.00	Apr 19, 2016	20347	1	HOUSE OF PRINT
4	446044		\$150.00	Apr 19, 2016	00016	3098	HUSEBY, ANN
4	446045		\$150.00	Apr 19, 2016	00016	3097	IRWIN, JERRY
4	446046		\$38.22	Apr 19, 2016	03003	2	J.W. PEPPER & SON INC.
4	446047		\$80.00	Apr 19, 2016	00000	8100	KAUFFMAN, BETSY
4	446048		\$150.00	Apr 19, 2016	00000	3906	KLAVINS, ANN MARIE
4	446049		\$1,272.80	Apr 19, 2016	27752	0	LARSON, JEFFREY
4	446050		\$150.00	Apr 19, 2016	00016	3096	LATVALA, JENNIFER
4	446051		\$150.00	Apr 19, 2016	00016	3095	LOBBEN, ANGELA
4	446052		\$262.50	Apr 19, 2016	22385	0	METRO TRANSIT
4	446053		\$1,110.00	Apr 19, 2016	03216	0	MROS, RICHARD
4	446054		\$300.00	Apr 19, 2016	28607	0	OLSON, ELLEN
4	446055		\$150.00	Apr 19, 2016	00016	3093	OXENDALE, SARAH
4	446056		\$420.00	Apr 19, 2016	24879	0	PEREZ, MELISSA M.
4	446057		\$98.00	Apr 19, 2016	29171	0	PERFORMANT RECOVERY INC
4	446058		\$60.00	Apr 19, 2016	21343	0	RAMACHER, THUY
4	446059		\$600.00	Apr 19, 2016	28453	1	RIVERLAND COMMUNITY COLLEGE
4	446060		\$355.00	Apr 19,	28277	0	ROBERT J. BRUNO, LTD

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			
4	446061		\$66.18	Apr 19, 2016	00000	4180	SCHUTTS, KIM
4	446062		\$705.00	Apr 19, 2016	21149	0	SUCANSKY, SARAH
4	446063		\$64.59	Apr 19, 2016	24311	0	SUNDHEIMER, DONNA
4	446064		\$297.68	Apr 19, 2016	01076	3	SWNEWSMEDIA.COM
4	446065		\$1,155.35	Apr 19, 2016	08203	1	TIES
4	446066		\$495.00	Apr 19, 2016	28340	0	TWIN CITIES PHOTO BOOTH
4	446067		\$295.59	Apr 19, 2016	02813	4	US DEPARTMENT OF EDUCATION
4	446068		\$147.89	Apr 19, 2016	02813	7	US DEPARTMENT OF EDUCATION
4	446069		\$160.00	Apr 19, 2016	23463	18	US DEPT OF TREASURY
4	446070		\$1,355.96	Apr 19, 2016	04417	1	US FOODS INC
4	446071		\$150.00	Apr 19, 2016	00016	3094	WHITE DE GOMEZ, KATHERINE
4	446072		\$1,000.00	Apr 22, 2016	05296	5	360 COMMUNITIES
4	446073		\$83.00	Apr 22, 2016	06215	0	AIRPORT TAXI, INC.
4	446074		\$245.00	Apr 22, 2016	00009	3	APPLE VALLEY HIGH SCHOOL
4	446075		\$260.00	Apr 22, 2016	00163	3	ARMSTRONG HIGH SCHOOL
4	446076		\$20.00	Apr 22, 2016	00000	7130	BROHEZ, JANET
4	446077		\$2,590.00	Apr 22, 2016	02422	5	BURNSVILLE YMCA
4	446078		\$27,165.01	Apr 22, 2016	02519	0	CENTERPOINT ENERGY
4	446079		\$1,376.82	Apr 22, 2016	02519	3	CENTERPOINT ENERGY SERVICES, INC.
4	446080		\$575.56	Apr 22, 2016	02781	5	CENTURYLINK
4	446081		\$900.00	Apr 22, 2016	21384	0	CLARK, BARBARA
4	446082		\$25.65	Apr 22, 2016	27761	0	CONRAD PUBLISHING COMPANY
4	446083		\$164.50	Apr 22, 2016	00502	0	CORNERSTONE COPY CENTER
4	446084		\$10.00	Apr 22, 2016	00016	3108	CRAWFORD, RICHARD
4	446085		\$656.25	Apr 22, 2016	29348	1	DELICIOSO CATERING

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	446086		\$200.00	Apr 22, 2016	27895	0	EBELING, LINDA
4	446087		\$160.00	Apr 22, 2016	00016	3111	ECKHOLM, RENEE
4	446088		\$306.90	Apr 22, 2016	09272	2	ECM PUBLISHERS, INC.
4	446089		\$5,333.33	Apr 22, 2016	04416	0	FAIRVIEW
4	446090		\$160.00	Apr 22, 2016	00016	3110	FRANCIS, LAURA
4	446091		\$160.00	Apr 22, 2016	00016	2668	GAGLIANO, ROBERTA
4	446092		\$160.00	Apr 22, 2016	00016	2377	GAITLEY, ANNE
4	446093		\$140.00	Apr 22, 2016	20540	0	GARDEN & ASSOCIATES, INC
4	446094		\$65.00	Apr 22, 2016	00000	7256	GONZALEZ JR, WILLIAM
4	446095		\$47.91	Apr 22, 2016	00575	0	GROTH MUSIC COMPANY
4	446096		\$765.00	Apr 22, 2016	08148	0	HL CORPORATION
4	446097		\$34.00	Apr 22, 2016	00000	7255	HOLDEN, JOHN
4	446098		\$168.00	Apr 22, 2016	01896	0	INSTRUMENTALIST AWARDS, LLC
4	446099		\$2,315.19	Apr 22, 2016	29296	0	INTEREUM, INC.
4	446100		\$98.32	Apr 22, 2016	03003	2	J.W. PEPPER & SON INC.
4	446101		\$126.00	Apr 22, 2016	20523	0	JONES, SCOTT
4	446102		\$98.00	Apr 22, 2016	24408	0	KAN JAM LLC
4	446103		\$23,232.72	Apr 22, 2016	27633	0	KELLY SERVICES, INC.
4	446104		\$1,780.00	Apr 22, 2016	08356	1	KENNEDY & GRAVEN, CHARTERED
4	446105		\$2,430.00	Apr 22, 2016	21741	0	KENNEDY, JENNIFER
4	446106		\$65.00	Apr 22, 2016	00000	7253	KWONG, JIMMY PAK Y
4	446107		\$1,100.00	Apr 22, 2016	05303	0	LEGIONVILLE
4	446108		\$39,004.38	Apr 22, 2016	28503	1	LINA
4	446109		\$255.00	Apr 22, 2016	26890	0	LOVLIE, CHRISTINE
4	446110		\$150.00	Apr 22, 2016	00016	3105	MARTINEAU, Nanci
4	446111		\$150.00	Apr 22,	00016	2434	MAXWELL, JEFFREY

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			
4	446112		\$1,889.00	Apr 22, 2016	25512	0	MAYER ARTS, INC.
4	446113		\$2,960.00	Apr 22, 2016	08112	0	MEDICINE LAKE TOURS
4	446114		\$100.00	Apr 22, 2016	24407	0	MILNER, TANYA
4	446115		\$1,235.42	Apr 22, 2016	03029	1	MINNESOTA ENERGY RESOURCES CORPORATION
4	446116		\$724.50	Apr 22, 2016	24659	0	MINNESOTA SWORD PLAY
4	446117		\$180.00	Apr 22, 2016	08014	0	MN ASSOC OF SECRETARIES TO THE PRINCIPA(MASP)
4	446118		\$45.00	Apr 22, 2016	08543	6	MN DEPT OF HEALTH
4	446119		\$540.00	Apr 22, 2016	00624	0	MN HISTORICAL SOCIETY
4	446120		\$800.00	Apr 22, 2016	24409	0	MOLINA, ELISE
4	446121		\$1,310.00	Apr 22, 2016	26335	0	NATIONAL ACADEMIC QUIZ TOURNAMENTS, LLC
4	446122		\$162.00	Apr 22, 2016	02467	0	NOVAK, JANICE S.
4	446123		\$2,436.54	Apr 22, 2016	06477	0	OFFICE OF MN IT SERVICES
4	446124		\$630.00	Apr 22, 2016	29333	0	PEDIATECH NURSING, LLC
4	446125		\$300.00	Apr 22, 2016	00016	3106	PETERSON, MARTIN
4	446126		\$150.00	Apr 22, 2016	27057	0	PRENDI, GJON
4	446127		\$480.00	Apr 22, 2016	26662	1	RAPTOR TECHNOLOGIES
4	446128		\$1,968.06	Apr 22, 2016	20099	2	RELIASTAR LIFE INSURANCE COMPANY
4	446129		\$2,022.35	Apr 22, 2016	20099	3	RELIASTAR LIFE INSURANCE COMPANY
4	446130		\$160.00	Apr 22, 2016	00016	3112	ROHLOFF, MIKE
4	446131		\$445.90	Apr 22, 2016	07711	0	ROLANDO, NORMAN
4	446132		\$20.00	Apr 22, 2016	09588	4	SAVAGE, CITY OF
4	446133		\$206.53	Apr 22, 2016	03808	1	SCANTRON CORPORATION
4	446134		\$2,631.46	Apr 22, 2016	03196	4	SCHOLASTIC INC.
4	446135		\$5.00	Apr 22, 2016	00016	3107	SCHOUTEN, KELLY
4	446136		\$60.00	Apr 22, 2016	00000	584	SCHULTE, SARAH

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	446137		\$15.00	Apr 22, 2016	00016	3109	SONNICKSEN, ALICE
4	446138		\$1,127.00	Apr 22, 2016	03413	0	SOUTH METRO SPORTS
4	446139		\$15.00	Apr 22, 2016	26921	0	SOUTH SUBURBAN CONFERENCE
4	446140		\$101.19	Apr 22, 2016	27808	0	SOUTHPORT CLEANERS
4	446141		\$32.96	Apr 22, 2016	00000	9695	STEARNS, FRANCES
4	446142		\$4,262.50	Apr 22, 2016	24346	0	STRATEGIC BEHAVIORAL SOLUTIONS
4	446143		\$457.60	Apr 22, 2016	29345	1	T-MOBILE
4	446144		\$40.00	Apr 22, 2016	00000	7257	TAINTER, JENNIE
4	446145		\$255.10	Apr 22, 2016	28502	0	THE MCDOWELL AGENCY, INC.
4	446146		\$275.89	Apr 22, 2016	28417	0	UNIVERSAL ATHLETIC SERVICE INC.
4	446147		\$102.00	Apr 22, 2016	28298	0	US HEALTH WORKS MEDICAL GRP MN, PC
4	446148		\$160.00	Apr 22, 2016	00000	9657	WIERING, TIM
4	446149		\$12,352.86	Apr 26, 2016	28551	0	ADVANCED IMAGING SOLUTIONS
4	446150		\$10,064.85	Apr 26, 2016	28551	1	ADVANCED IMAGING SOLUTIONS
4	446151		\$11,157.74	Apr 26, 2016	24400	0	BIRCHBARK BOOKS
4	446152		\$83.30	Apr 26, 2016	12090	0	BLESI, AMY J
4	446153		\$186.00	Apr 26, 2016	24392	0	BOTANICAL INTERESTS ONLINE, INC.
4	446154		\$291.64	Apr 26, 2016	02519	0	CENTERPOINT ENERGY
4	446155		\$120.00	Apr 26, 2016	28260	0	CHOY, SERGIO R.
4	446156		\$300.00	Apr 26, 2016	25919	0	CORDOVA, LETICIA
4	446157		\$760.00	Apr 26, 2016	26097	0	DAD'S BELGIAN WAFFLES
4	446158		\$78.34	Apr 26, 2016	28202	0	FOUNDATION 191
4	446159		\$1,286.25	Apr 26, 2016	20540	0	GARDEN & ASSOCIATES, INC
4	446160		\$1,250.00	Apr 26, 2016	24411	0	GLOBAL CULTURAL COMMUNITY
4	446161		\$14,180.00	Apr 26, 2016	24406	0	IDENTITY AUTOMATION, LP
4	446162		\$396.00	Apr 26,	00052	0	IKI INC.

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			
4	446163		\$221.00	Apr 26, 2016	01896	0	INSTRUMENTALIST AWARDS, LLC
4	446164		\$5,500.00	Apr 26, 2016	01029	0	INVER HILLS COMMUNITY COLLEGE
4	446165		\$201.38	Apr 26, 2016	00016	3113	LINK, TIM
4	446166		\$29.40	Apr 26, 2016	26890	0	LOVLIE, CHRISTINE
4	446167		\$4,000.00	Apr 26, 2016	24373	0	PAST ATHLETES CONCERNED ABOUT EDUCATION
4	446168		\$360.00	Apr 26, 2016	24879	0	PEREZ, MELISSA M.
4	446169		\$150.00	Apr 26, 2016	26529	0	PLAIN, SUSAN
4	446170		\$107.55	Apr 26, 2016	03532	2	SCHMITT MUSIC
4	446171		\$26,680.00	Apr 26, 2016	08595	0	UNIVERSITY OF MINNESOTA-TUITION
4	446172		\$75,225.92	Apr 26, 2016	04417	1	US FOODS INC
4	446173	Unissued	\$0.00	Apr 26, 2016	04417	1	US FOODS INC
4	446174	Unissued	\$0.00	Apr 26, 2016	04417	1	US FOODS INC
4	446175	Unissued	\$0.00	Apr 26, 2016	04417	1	US FOODS INC
4	446176	Unissued	\$0.00	Apr 26, 2016	04417	1	US FOODS INC
4	446177	Unissued	\$0.00	Apr 26, 2016	04417	1	US FOODS INC
4	446178	Unissued	\$0.00	Apr 26, 2016	04417	1	US FOODS INC
4	446179	Unissued	\$0.00	Apr 26, 2016	04417	1	US FOODS INC
4	446180		\$102.00	Apr 26, 2016	28298	0	US HEALTH WORKS MEDICAL GRP MN, PC
4	446181		\$60.00	Apr 26, 2016	25560	0	WARSAME, KADRA
4	446182		\$1,519.10	May 1, 2016	01118	0	ABLENET, INC.
4	446183		\$495.00	May 1, 2016	00027	0	ACADEMIC THERAPY PUBLICATIONS
4	446184		\$10,204.34	May 1, 2016	28147	1	AGROPUR
4	446185	Unissued	\$0.00	May 1, 2016	28147	1	AGROPUR
4	446186	Unissued	\$0.00	May 1, 2016	28147	1	AGROPUR
4	446187	Unissued	\$0.00	May 1, 2016	28147	1	AGROPUR

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	446188	Unissued	\$0.00	May 1, 2016	28147	1	AGROPUR
4	446189	Unissued	\$0.00	May 1, 2016	28147	1	AGROPUR
4	446190	Unissued	\$0.00	May 1, 2016	28147	1	AGROPUR
4	446191	Unissued	\$0.00	May 1, 2016	28147	1	AGROPUR
4	446192		\$402.00	May 1, 2016	00216	2	ALPHA VIDEO & AUDIO, INC.
4	446193		\$337.00	May 1, 2016	01365	0	AMERIPRIDE LINEN AND APPAREL SERVICES
4	446194	Unissued	\$0.00	May 1, 2016	01365	0	AMERIPRIDE LINEN AND APPAREL SERVICES
4	446195		\$105.57	May 1, 2016	00428	0	ARAMARK
4	446196		\$82.95	May 1, 2016	03931	0	BERRY COFFEE COMPANY
4	446197		\$11,993.82	May 1, 2016	00477	0	BIX PRODUCE COMPANY
4	446198	Unissued	\$0.00	May 1, 2016	00477	0	BIX PRODUCE COMPANY
4	446199	Unissued	\$0.00	May 1, 2016	00477	0	BIX PRODUCE COMPANY
4	446200	Unissued	\$0.00	May 1, 2016	00477	0	BIX PRODUCE COMPANY
4	446201		\$1,070.94	May 1, 2016	20206	1	BOOKSOURCE
4	446202		\$404.77	May 1, 2016	00454	0	BRYAN ROCK PRODUCTS INC
4	446203		\$253.92	May 1, 2016	20289	1	CDW GOVERNMENT, INC.
4	446204		\$116.95	May 1, 2016	00745	1	COMMERCIAL ASPHALT CO.
4	446205		\$132.51	May 1, 2016	00645	0	CUB FOODS
4	446206		\$4,559.29	May 1, 2016	04186	1	DALCO
4	446207	Unissued	\$0.00	May 1, 2016	04186	1	DALCO
4	446208		\$171.92	May 1, 2016	00837	1	DEMCO, INC.
4	446209		\$121.99	May 1, 2016	09859	1	DISCOUNT SCHOOL SUPPLY
4	446210		\$4,509.41	May 1, 2016	00279	0	DIVERSIFIED SNACK DISTRIBUTION
4	446211	Unissued	\$0.00	May 1, 2016	00279	0	DIVERSIFIED SNACK DISTRIBUTION
4	446212		\$5.83	May 1, 2016	23054	1	FASTENAL
4	446213		\$100.42	May 1,	08698	1	FERGUSON ENTERPRISES # 1657

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			
4	446214		\$90.00	May 1, 2016	26109	0	FIELD ENVIRONMENTAL CONSULTING, INC.
4	446215		\$987.95	May 1, 2016	04387	1	GRAINGER
4	446216	Unissued	\$0.00	May 1, 2016	04387	1	GRAINGER
4	446217		\$276.80	May 1, 2016	09046	0	HI TECH REFRIGERATION
4	446218		\$418.66	May 1, 2016	09318	1	HILLYARD INC - MINNEAPOLIS
4	446219		\$1,366.40	May 1, 2016	26668	1	HM RECEIVABLES CO LLC
4	446220		\$422.16	May 1, 2016	04818	0	HORIZON COMMERCIAL POOL SUPPLY
4	446221		\$2,625.00	May 1, 2016	27693	0	IDEAL SERVICES, INC.
4	446222		\$186.50	May 1, 2016	29071	0	JOBS FOUNDATION/TECH DUMP
4	446223		\$15,150.00	May 1, 2016	28688	0	K12 TRANSPORTATION MANAGEMENT SERVICES, INC.
4	446224		\$313.05	May 1, 2016	27253	0	LANDS BEST FOODS LLC
4	446225		\$30.00	May 1, 2016	26151	0	LIGHTSPEED TECHNOLOGIES, INC.
4	446226		\$881.20	May 1, 2016	02196	0	MACKIN EDUCATIONAL RESOURCES
4	446227		\$937.16	May 1, 2016	23914	0	MIDWEST VENDING
4	446228		\$1,995.19	May 1, 2016	08999	1	MINNESOTA ELEVATOR INC
4	446229		\$288.00	May 1, 2016	28041	0	MIXMI BRANDS INC.
4	446230		\$148.62	May 1, 2016	02544	1	MTI DISTRIBUTING CO.
4	446231		\$39.86	May 1, 2016	03519	0	NAPA AUTO PARTS
4	446232		\$20.00	May 1, 2016	25372	4	NCS PEARSON INC
4	446233		\$3,770.00	May 1, 2016	28650	0	ONE BEAT CPR + AED
4	446234		\$285.96	May 1, 2016	06985	0	PERIPOLE, INC.
4	446235		\$1,836.00	May 1, 2016	28785	1	PRODOCON, INC
4	446236		\$150.97	May 1, 2016	23374	0	RECYCLE TECHNOLOGIES, INC.
4	446237		\$125.00	May 1, 2016	05511	0	RED WING SHOE STORE
4	446238		\$121.49	May 1, 2016	21851	0	RED WING SHOE STORE

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	446239		\$104.22	May 1, 2016	28477	0	RJM PRINTING
4	446240		\$50.00	May 1, 2016	28528	0	ROCK HARD LANDSCAPE SUPPLY
4	446241		\$1,765.00	May 1, 2016	23241	0	RYAN MECHANICAL, INC.
4	446242		\$1,316.00	May 1, 2016	23206	0	SCHOLASTIC EQUIPMENT COMPANY, LLC
4	446243		\$223.09	May 1, 2016	25097	1	SCHOOL SPECIALTY INC
4	446244		\$48.73	May 1, 2016	03472	2	SHIFFLER EQUIPMENT SALES INC
4	446245		\$242.00	May 1, 2016	03587	1	SIMPLEX GRINNELL
4	446246		\$447.50	May 1, 2016	24389	0	TECHSMITH CORPORATION
4	446247		\$125.00	May 1, 2016	22319	0	TEMPLE ELECTRIC MOTOR SERVICE INC.
4	446248		\$1,599.66	May 1, 2016	08203	1	TIES
4	446249		\$1,865.85	May 1, 2016	22123	1	TOTAL FILTRATION SERVICES, INC.
4	446250		\$5,732.12	May 1, 2016	03802	0	TRIO SUPPLY
4	446251	Unissued	\$0.00	May 1, 2016	03802	0	TRIO SUPPLY
4	446252		\$2,380.36	May 1, 2016	01197	1	US FOODS CULINARY EQUIPMENT & SUPPLIES LLC
4	446253		\$32.37	May 1, 2016	27728	1	US GAMES
4	446254		\$918.70	May 1, 2016	04419	0	WESTERN PSYCHOLOGICAL SERVICES
4	446255		\$1,412.25	May 1, 2016	04377	0	WIGEN COMPANIES, INC. #86
4	446256		\$150.00	Apr 29, 2016	29194	0	ALLMAN, WILLIAM ANDREW
4	446257		\$129.00	Apr 29, 2016	28065	0	ARRIOLA, MARK
4	446258		\$28.00	Apr 29, 2016	04895	0	ASSOCIATION OF CLERICAL EMPLOYEES
4	446259		\$19.00	Apr 29, 2016	00001	1687	BLOM, JENNIFER
4	446260		\$86.95	Apr 29, 2016	24731	0	BOX OFFICE GUYS
4	446261		\$68.00	Apr 29, 2016	26077	0	BRUESKE, KARL
4	446262		\$1,860.00	Apr 29, 2016	09991	0	BURNSVILLE ASSOCIATION OF EDUCATIONAL ASSTS
4	446263		\$77.00	Apr 29, 2016	26136	0	CUZZO, JOHN
4	446264		\$68.00	Apr 29,	24583	0	DORFNER, JOHN

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			
4	446265		\$824.28	Apr 29, 2016	07092	0	EAGAN SHIRT WERKS
4	446266		\$164.50	Apr 29, 2016	28531	0	EDUCATION MINNESOTA
4	446267		\$426.00	Apr 29, 2016	28896	0	FELHABER LARSON
4	446268		\$918.63	Apr 29, 2016	28651	0	FOOD GROUP
4	446269		\$75.00	Apr 29, 2016	24296	0	FULTON, STEVE
4	446270		\$100.00	Apr 29, 2016	20715	0	GAGSTETTER, MARK
4	446271		\$820.37	Apr 29, 2016	07139	0	HASTINGS BUS COMPANY
4	446272		\$129.00	Apr 29, 2016	29196	0	HOLLAND, TIM
4	446273		\$47,430.08	Apr 29, 2016	27633	0	KELLY SERVICES, INC.
4	446274		\$129.00	Apr 29, 2016	09497	0	LANCETTE, TONY
4	446275		\$550.00	Apr 29, 2016	05303	0	LEGIONVILLE
4	446276		\$75.00	Apr 29, 2016	26610	0	MEACHAM, JOHN
4	446277		\$75.00	Apr 29, 2016	24946	0	MORROW, DON
4	446278		\$150.00	Apr 29, 2016	06265	6	NATIONAL ASSOCIATION OF SCHOOL NURSES (NASN)
4	446279		\$112.00	Apr 29, 2016	08769	0	NCPERS MINNESOTA
4	446280		\$98.00	Apr 29, 2016	25372	4	NCS PEARSON INC
4	446281		\$68.00	Apr 29, 2016	27347	0	NEIBAUER, NICK
4	446282		\$193.98	Apr 29, 2016	09589	2	NEOPOST USA INC
4	446283		\$68.00	Apr 29, 2016	04870	0	OELFKE, MARK
4	446284		\$75.00	Apr 29, 2016	25027	0	PATE, MARVIN
4	446285		\$405.00	Apr 29, 2016	29333	0	PEDIATECH NURSING, LLC
4	446286		\$180.00	Apr 29, 2016	24879	0	PEREZ, MELISSA M.
4	446287		\$98.00	Apr 29, 2016	29171	0	PERFORMANT RECOVERY INC
4	446288		\$150.00	Apr 29, 2016	28451	0	PIGEON, THOMAS
4	446289		\$60.00	Apr 29, 2016	22793	0	RABINOWICZ, JACK

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	446290		\$1,033.60	Apr 29, 2016	26642	0	ROASTED PEAR
4	446291		\$273.00	Apr 29, 2016	28277	0	ROBERT J. BRUNO, LTD
4	446292		\$73.29	Apr 29, 2016	08917	1	RYDIN DECAL
4	446293		\$37.00	Apr 29, 2016	03532	2	SCHMITT MUSIC
4	446294		\$7,249.46	Apr 29, 2016	07382	0	SCHOOL SERVICES EMPLOYEES LOCAL 284
4	446295		\$51.00	Apr 29, 2016	00016	3114	SCHWIE, MIKE
4	446296		\$156.00	Apr 29, 2016	03413	0	SOUTH METRO SPORTS
4	446297		\$357.76	Apr 29, 2016	27808	0	SOUTHPORT CLEANERS
4	446298		\$77.00	Apr 29, 2016	27157	0	SOUZA, HOLLY
4	446299		\$1,445.00	Apr 29, 2016	28706	0	STRATEGIC STAFFING SOLUTIONS, LLC
4	446300		\$68.00	Apr 29, 2016	27638	0	THOMPSON, ERROL
4	446301		\$241.75	Apr 29, 2016	02813	4	US DEPARTMENT OF EDUCATION
4	446302		\$145.50	Apr 29, 2016	02813	7	US DEPARTMENT OF EDUCATION
4	446303		\$157.00	Apr 29, 2016	23463	18	US DEPT OF TREASURY
4	446304		\$150.00	Apr 29, 2016	26134	0	VAN GUILDER, BRUCE
4	446305		\$129.00	Apr 29, 2016	05852	0	WILLHAUS, ROGER
4	446306		\$600.00	Apr 29, 2016	00807	0	WSU FOUNDATION ACCOUNT 30122
4	446307		\$600.00	May 3, 2016	25919	0	CORDOVA, LETICIA
4	446308		\$1,197.00	May 3, 2016	07194	0	CORWIN PRESS, INC
4	446309		\$482.40	May 3, 2016	26262	0	EDUCATORS BENEFIT CONSULTANTS, LLC
4	446310		\$2,345.99	May 3, 2016	02483	0	INTEGRA TELECOM
4	446311		\$46.00	May 3, 2016	28978	0	LINDSKOOG BOSCH, ALEJANDRA
4	446312		\$7,763.67	May 3, 2016	24350	0	LOCKRIDGE GRINDAL NAUEN, PLLP.
4	446313		\$4,991.57	May 3, 2016	26241	0	M&E REALTY COMPANY
4	446314		\$518.00	May 3, 2016	02613	0	MN ZOO
4	446315		\$60.00	May 3,	24879	0	PEREZ, MELISSA M.

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			
4	446316		\$392.00	May 3, 2016	28168	0	ROARK, RICHARD JEFFREY
4	446317		\$3,366.45	May 3, 2016	03369	0	SEXTON PRINTING
4	446318		\$40.68	May 3, 2016	03640	5	STAPLES PRINT SOLUTIONS
4	446319		\$4,650.00	May 3, 2016	27742	0	STRATEGIC SOURCE INC
4	446320		\$133.25	May 3, 2016	28502	0	THE MCDOWELL AGENCY, INC.
4	446321		\$200.73	May 3, 2016	00826	1	TIERNEY BROTHERS, INC.
4	446322		\$184.45	May 3, 2016	27728	1	US GAMES
4	446323		\$60.00	May 3, 2016	25560	0	WARSAME, KADRA
4	446324		\$60.00	May 3, 2016	25837	0	WILLIAMS, REBECCA
4	446325		\$550.00	May 6, 2016	20998	0	ACE TRAILER SALES
4	446326		\$3,595.00	May 6, 2016	24367	0	ACE TRAILER SALES
4	446327		\$114.58	May 6, 2016	00017	0	AIM ELECTRONICS, INC.
4	446328		\$74.98	May 6, 2016	00016	3116	ALEXANDER G. GILLIS
4	446329		\$379.45	May 6, 2016	03931	0	BERRY COFFEE COMPANY
4	446330		\$173.36	May 6, 2016	03544	2	BEST BUY BUSINESS ADVANTAGE ACCOUNT
4	446331		\$6,210.87	May 6, 2016	24400	0	BIRCHBARK BOOKS
4	446332		\$425.00	May 6, 2016	00673	0	BURNSVILLE, CITY OF
4	446333		\$1,350.00	May 6, 2016	27534	0	CAHLANDER, KARLA
4	446334		\$150.00	May 6, 2016	24401	0	CASPER, GERALDINE
4	446335		\$250.00	May 6, 2016	20749	0	COMO PARK ZOO & CONSERVATORY
4	446336		\$858.23	May 6, 2016	28540	0	CORE BEVERAGE
4	446337		\$167.53	May 6, 2016	00564	0	DAKOTA FLORAL
4	446338		\$535.47	May 6, 2016	29348	1	DELICIOSO CATERING
4	446339		\$8,563.73	May 6, 2016	00641	0	DICK'S/LAKEVILLE SANITATION, INC.
4	446340		\$641.60	May 6, 2016	26262	0	EDUCATORS BENEFIT CONSULTANTS, LLC

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	446341		\$2,577.20	May 6, 2016	24675	3	ELDER RESOURCE ASSOCIATION
4	446342		\$1,353.98	May 6, 2016	28651	0	FOOD GROUP
4	446343		\$78.34	May 6, 2016	28202	0	FOUNDATION 191
4	446344		\$140.00	May 6, 2016	20540	0	GARDEN & ASSOCIATES, INC
4	446345		\$25.00	May 6, 2016	01586	0	GREAT ACTIVITIES PUBLISHING
4	446346		\$100.00	May 6, 2016	24418	0	KARSTEN, JOEL
4	446347		\$43,671.56	May 6, 2016	27633	0	KELLY SERVICES, INC.
4	446348		\$756.25	May 6, 2016	28978	0	LINDSKOOG BOSCH, ALEJANDRA
4	446349		\$187.20	May 6, 2016	27590	0	MCBRIDE, DEBORA
4	446350		\$573.24	May 6, 2016	23914	0	MIDWEST VENDING
4	446351		\$40.00	May 6, 2016	24407	0	MILNER, TANYA
4	446352		\$684.00	May 6, 2016	28830	0	MINNESOTA WATER LLC
4	446353		\$383.00	May 6, 2016	26466	0	MN HIGHWAY SAFETY & RESEARCH CENTER
4	446354		\$500.00	May 6, 2016	02613	0	MN ZOO
4	446355		\$552.00	May 6, 2016	02613	0	MN ZOO
4	446356		\$670.80	May 6, 2016	28979	0	MOHAMED, KASSIM S.
4	446357		\$915.00	May 6, 2016	03216	0	MROS, RICHARD
4	446358		\$723.50	May 6, 2016	02867	0	NBS CALIBRATIONS
4	446359		\$193.98	May 6, 2016	09589	2	NEOPOST USA INC
4	446360		\$1,038.00	May 6, 2016	29243	0	NORTHERN, GERRI
4	446361		\$2,789.52	May 6, 2016	04706	0	PAHLS MARKET
4	446362		\$60.00	May 6, 2016	24879	0	PEREZ, MELISSA M.
4	446363		\$150.00	May 6, 2016	21458	0	PRIOR LAKE HIGH SCHOOL
4	446364		\$500.00	May 6, 2016	24420	0	RICHARDS, LUCAS
4	446365		\$203.00	May 6, 2016	25562	0	SACHS, ALICE
4	446366		\$600.00	May 6,	09588	4	SAVAGE, CITY OF

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			
4	446367		\$518.50	May 6, 2016	20185	0	SHIRTY SOMETHING
4	446368		\$68.00	May 6, 2016	24417	0	SMITH, JASON LEE
4	446369		\$127.19	May 6, 2016	27209	0	SOCCERCHILI
4	446370		\$50.00	May 6, 2016	26921	0	SOUTH SUBURBAN CONFERENCE
4	446371		\$6,070.74	May 6, 2016	28611	0	SOUTHWEST METRO EDUCATIONAL CO
4	446372		\$26.62	May 6, 2016	00000	9695	STEARNS, FRANCES
4	446373		\$2,887.50	May 6, 2016	24346	0	STRATEGIC BEHAVIORAL SOLUTIONS
4	446374		\$12.83	May 6, 2016	21190	0	TROUSIL, WANDA
4	446375		\$495.00	May 6, 2016	28340	0	TWIN CITIES PHOTO BOOTH
4	446376		\$5,155.81	May 6, 2016	28417	0	UNIVERSAL ATHLETIC SERVICE INC.
4	446377		\$102.00	May 6, 2016	28298	0	US HEALTH WORKS MEDICAL GRP MN, PC
4	446378		\$1,436.00	May 6, 2016	20019	0	VERNON COMPANY
4	446379		\$325.00	May 6, 2016	24368	0	WILSON, NATHAN
4	446380		\$225.00	May 6, 2016	24421	0	SMITH, CHARLES M
4	446381		\$946.34	May 10, 2016	05419	0	A COOL CAVE INC
4	446382		\$755.07	May 10, 2016	01365	0	AMERIPRIDE LINEN AND APPAREL SERVICES
4	446383		\$65.00	May 10, 2016	00000	7259	ANDERSEN, CHRISTINA
4	446384		\$796.65	May 10, 2016	03931	0	BERRY COFFEE COMPANY
4	446385		\$49.00	May 10, 2016	00000	7248	BEZOTTE, AIMEE
4	446386		\$237.32	May 10, 2016	24731	0	BOX OFFICE GUYS
4	446387		\$7,787.85	May 10, 2016	04226	0	BURNSVILLE, CITY OF
4	446388	Unissued	\$0.00	May 10, 2016	04226	0	BURNSVILLE, CITY OF
4	446389		\$367.50	May 10, 2016	01025	0	CAMP ST. CROIX
4	446390		\$315.00	May 10, 2016	28973	0	CASPERSON, JULIE
4	446391		\$567.00	May 10, 2016	24393	0	CASTELLANO, FAYE

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	446392		\$266.02	May 10, 2016	02781	5	CENTURYLINK
4	446393		\$75.00	May 10, 2016	28401	0	CHOY, KEREN
4	446394		\$330.00	May 10, 2016	28260	0	CHOY, SERGIO R.
4	446395		\$12.00	May 10, 2016	00000	7262	CONNELL-GAGE, LISA
4	446396		\$240.00	May 10, 2016	25919	0	CORDOVA, LETICIA
4	446397		\$217.39	May 10, 2016	28540	0	CORE BEVERAGE
4	446398		\$84.00	May 10, 2016	22013	0	CUSTOM WATER WORKS
4	446399		\$120.00	May 10, 2016	28779	0	DALE, MARICELA
4	446400		\$415.63	May 10, 2016	29348	1	DELICIOSO CATERING
4	446401		\$240.00	May 10, 2016	20524	0	DEWALD, RINA C.
4	446402		\$8,725.46	May 10, 2016	00641	0	DICK'S/LAKEVILLE SANITATION, INC.
4	446403		\$103.95	May 10, 2016	09272	2	ECM PUBLISHERS, INC.
4	446404		\$60.00	May 10, 2016	00000	7261	ERICKSON, SHELLEY
4	446405		\$1,049.25	May 10, 2016	20540	0	GARDEN & ASSOCIATES, INC
4	446406		\$2,127.19	May 10, 2016	08243	1	GREEN MILL CATERING
4	446407		\$125.00	May 10, 2016	20123	0	HARDING HIGH SCHOOL
4	446408		\$5,111.68	May 10, 2016	27811	0	HEADWAY EMOTIONAL HEALTH SERVICES
4	446409		\$39.00	May 10, 2016	00000	7239	HENSELER, PAULA
4	446410		\$8,500.00	May 10, 2016	20700	0	INFINITY SYSTEMS, INC.
4	446411		\$45.00	May 10, 2016	00000	7260	JOHNSON, SUSAN
4	446412		\$460.00	May 10, 2016	26743	0	KIDCREATE STUDIO
4	446413		\$80.00	May 10, 2016	00016	3011	KOELLER, DAVID
4	446414		\$213.40	May 10, 2016	08857	0	LAKEVILLE TROPHY
4	446415		\$112.00	May 10, 2016	29055	0	LARSON, ANNETTE
4	446416		\$44.81	May 10, 2016	02799	0	MIDWAY PARTY RENTAL
4	446417		\$152.95	May 10,	23914	0	MIDWEST VENDING

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			
4	446418		\$13,352.87	May 10, 2016	07448	0	MINNESOTA VALLEY ELECTRIC COOPERATIVE
4	446419		\$504.00	May 10, 2016	00624	0	MN HISTORICAL SOCIETY
4	446420		\$240.00	May 10, 2016	24243	0	MUNOZ, MARIBEL
4	446421		\$35.00	May 10, 2016	28905	0	NICE GUY TECHNOLOGY LLC
4	446422		\$938.00	May 10, 2016	06964	0	NICOL, BARBARA
4	446423		\$100.00	May 10, 2016	02400	1	ORNDORF, RICK
4	446424		\$49.00	May 10, 2016	00000	7258	PEDERSON, KAREN
4	446425		\$630.00	May 10, 2016	29333	0	PEDIATECH NURSING, LLC
4	446426		\$18.00	May 10, 2016	00488	0	REGION 3AA
4	446427		\$1,213.04	May 10, 2016	06079	0	RICHFIELD BUS COMPANY
4	446428		\$5,220.00	May 10, 2016	26796	0	SAFEWAY DRIVING SCHOOL
4	446429		\$4,843.03	May 10, 2016	09588	0	SAVAGE, CITY OF
4	446430		\$100.00	May 10, 2016	09588	2	SAVAGE, CITY OF
4	446431		\$120.00	May 10, 2016	27563	0	SHRED RIGHT
4	446432		\$595.00	May 10, 2016	28384	0	SNAPZ PHOTO BOOTH
4	446433		\$56.66	May 10, 2016	00000	9381	SOKOL, MARIE
4	446434		\$387.50	May 10, 2016	27465	0	SUMMER, JULIE ANNA
4	446435		\$124,421.33	May 10, 2016	08203	1	TIES
4	446436		\$2,589.00	May 10, 2016	04045	1	TRANE U.S. INC.
4	446437		\$72.16	May 10, 2016	E7415	0	UMHOFER, THOMAS C
4	446438		\$5,655.68	May 10, 2016	00535	1	VERIZON WIRELESS
4	446439		\$135.00	May 10, 2016	00016	3118	VOLK, LANCE
4	446440		\$351.77	May 10, 2016	20007	0	WASTE MANAGEMENT
4	446441		\$13.96	May 10, 2016	02776	0	XCEL ENERGY
4	446442		\$39,848.75	May 13, 2016	05296	0	360 COMMUNITIES

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	446443		\$90.00	May 13, 2016	23652	0	ALL IN ONE TRANSLATION AGENCY, LLC
4	446444		\$152.00	May 13, 2016	29194	0	ALLMAN, WILLIAM ANDREW
4	446445		\$76.00	May 13, 2016	27189	0	ANGELL, ADAM
4	446446		\$2,500.00	May 13, 2016	00778	0	ARMSTRONG, MAUREEN
4	446447		\$258.00	May 13, 2016	28065	0	ARRIOLA, MARK
4	446448		\$357.50	May 13, 2016	28410	0	AUGUST ASH, INC.
4	446449		\$525.00	May 13, 2016	27719	0	AUGUSTANA REGENT
4	446450		\$129.00	May 13, 2016	23367	0	BARTCZAK, ANDREW
4	446451		\$129.00	May 13, 2016	25320	0	BORCHERS, WILLIAM S
4	446452		\$129.00	May 13, 2016	26589	0	BRANDT, BEN
4	446453		\$68.00	May 13, 2016	26077	0	BRUESKE, KARL
4	446454		\$206.00	May 13, 2016	26588	0	BUSBY, TREVOR
4	446455		\$60.00	May 13, 2016	28260	0	CHOY, SERGIO R.
4	446456		\$299.00	May 13, 2016	24427	0	CLASS CREATOR, LLC
4	446457		\$9.02	May 13, 2016	26565	1	COMCAST
4	446458		\$660.00	May 13, 2016	25919	0	CORDOVA, LETICIA
4	446459		\$20.00	May 13, 2016	00502	0	CORNERSTONE COPY CENTER
4	446460		\$58,762.34	May 13, 2016	00809	0	DAKOTA ELECTRIC ASSOCIATION
4	446461		\$800.00	May 13, 2016	29348	1	DELICIOSO CATERING
4	446462		\$4,000.00	May 13, 2016	22061	0	DISTRIBUTED WEBSITE CORPORATION
4	446463		\$68.00	May 13, 2016	25961	0	EDWARDS, WILSON
4	446464		\$129.00	May 13, 2016	28818	0	ELIASON, THOMAS
4	446465		\$77.00	May 13, 2016	09162	0	ENGELKING, JAMES
4	446466		\$422.00	May 13, 2016	28896	0	FELHABER LARSON
4	446467		\$3,883.50	May 13, 2016	01475	0	FRIEDGES LANDSCAPING, INC.
4	446468		\$10,610.00	May 13,	28988	0	FRONTLINE TECHNOLOGIES GROUP, LLC

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			
4	446469		\$75.00	May 13, 2016	24296	0	FULTON, STEVE
4	446470		\$77.00	May 13, 2016	24424	0	GARCIA, JOSEPH M.
4	446471		\$201.25	May 13, 2016	20540	0	GARDEN & ASSOCIATES, INC
4	446472		\$76.00	May 13, 2016	27576	0	HAYWOOD, BRUCE
4	446473		\$75.00	May 13, 2016	23804	0	HENTGES, HENRY
4	446474		\$1,794.12	May 13, 2016	00862	5	HERFF JONES GRADUATE SERVICES
4	446475		\$559.00	May 13, 2016	27703	0	HUMERATECH
4	446476		\$60.00	May 13, 2016	29182	0	HUTSAL, OLEKSANDRA
4	446477		\$440.72	May 13, 2016	01394	0	IND. SCHOOL DIST. 196
4	446478		\$159.00	May 13, 2016	01896	0	INSTRUMENTALIST AWARDS, LLC
4	446479		\$116.29	May 13, 2016	02483	0	INTEGRA TELECOM
4	446480		\$200.00	May 13, 2016	08356	1	KENNEDY & GRAVEN, CHARTERED
4	446481		\$52.00	May 13, 2016	24423	0	KING, BRYAN
4	446482		\$2,507.20	May 13, 2016	01434	0	KULLY SUPPLY, INC.
4	446483		\$129.00	May 13, 2016	09497	0	LANCETTE, TONY
4	446484		\$38.00	May 13, 2016	27681	0	LEE, TERRY
4	446485		\$129.00	May 13, 2016	26131	0	LINDELL, JOSH
4	446486		\$74.50	May 13, 2016	28978	0	LINDSKOOG BOSCH, ALEJANDRA
4	446487		\$1,357.12	May 13, 2016	28903	0	LITURGICAL PUBLICATIONS, INC.
4	446488		\$60.00	May 13, 2016	25433	0	LUONG, JOE
4	446489		\$68.00	May 13, 2016	28054	0	MANTHE, MITCHELL
4	446490		\$75.00	May 13, 2016	24426	0	MASBERG, JOHN
4	446491		\$76.00	May 13, 2016	29218	0	MEACHAM, NICHOLAS
4	446492		\$120.00	May 13, 2016	02522	0	MINNEAPOLIS INSTITUTE OF ARTS
4	446493		\$2,671.75	May 13, 2016	28105	0	MINNESOTA COACHES, INC.

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	446494		\$650.00	May 13, 2016	02538	0	MN ELEMENTARY SCHOOL PRINCIPALS ASSOC (MESPA)
4	446495		\$77.00	May 13, 2016	26105	0	MORRIS, KEVIN
4	446496		\$75.00	May 13, 2016	24946	0	MORROW, DON
4	446497		\$105.00	May 13, 2016	25372	4	NCS PEARSON INC
4	446498		\$74.00	May 13, 2016	09589	5	NEOPOST GREAT PLAINS
4	446499		\$980.00	May 13, 2016	29262	0	ON DEMAND PRINTING
4	446500		\$249.90	May 13, 2016	00016	3120	PATIENCE, KEBRA
4	446501		\$561.00	May 13, 2016	29333	0	PEDIATECH NURSING, LLC
4	446502		\$660.00	May 13, 2016	24879	0	PEREZ, MELISSA M.
4	446503		\$268.00	May 13, 2016	29171	0	PERFORMANT RECOVERY INC
4	446504		\$76.00	May 13, 2016	28498	0	PETERSEN, DOUGLAS H
4	446505		\$76.00	May 13, 2016	28451	0	PIGEON, THOMAS
4	446506		\$1,215.00	May 13, 2016	03055	4	PITNEY BOWES
4	446507		\$25.68	May 13, 2016	24694	0	PREFERRED LEGAL SERVICES, INC.
4	446508		\$15.00	May 13, 2016	00016	3060	PURDIS, DANYALD
4	446509		\$77.00	May 13, 2016	29044	0	RAY, CHELSEA
4	446510		\$329.00	May 13, 2016	28277	0	ROBERT J. BRUNO, LTD
4	446511		\$20.00	May 13, 2016	09588	2	SAVAGE, CITY OF
4	446512		\$14.28	May 13, 2016	00000	688	SCHIPRETT, JIM
4	446513		\$16,977.98	May 13, 2016	23848	0	SFM
4	446514		\$75.00	May 13, 2016	29204	0	SINK, ROBERT
4	446515		\$75.00	May 13, 2016	29049	0	SOUERS, RANDY
4	446516		\$650.48	May 13, 2016	27808	0	SOUTHPORT CLEANERS
4	446517		\$75.00	May 13, 2016	24425	0	STOKKE, AARON
4	446518		\$15.00	May 13, 2016	00016	3119	STROM, RENEE
4	446519		\$15.00	May 13,	00016	3121	TEP, SOKHORN

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			
4	446520		\$250.50	May 13, 2016	03986	0	THE TROPHY HOUSE, INC.
4	446521		\$644.81	May 13, 2016	08203	1	TIES
4	446522		\$68.00	May 13, 2016	27826	0	TOUSIGNANT, JOHN
4	446523		\$522.18	May 13, 2016	28417	0	UNIVERSAL ATHLETIC SERVICE INC.
4	446524		\$244.00	May 13, 2016	02813	4	US DEPARTMENT OF EDUCATION
4	446525		\$233.00	May 13, 2016	02813	7	US DEPARTMENT OF EDUCATION
4	446526		\$201.00	May 13, 2016	23463	18	US DEPT OF TREASURY
4	446527		\$79,460.19	May 13, 2016	04417	1	US FOODS INC
4	446528	Unissued	\$0.00	May 13, 2016	04417	1	US FOODS INC
4	446529	Unissued	\$0.00	May 13, 2016	04417	1	US FOODS INC
4	446530	Unissued	\$0.00	May 13, 2016	04417	1	US FOODS INC
4	446531	Unissued	\$0.00	May 13, 2016	04417	1	US FOODS INC
4	446532	Unissued	\$0.00	May 13, 2016	04417	1	US FOODS INC
4	446533	Unissued	\$0.00	May 13, 2016	04417	1	US FOODS INC
4	446534	Unissued	\$0.00	May 13, 2016	04417	1	US FOODS INC
4	446535		\$60.00	May 13, 2016	25837	0	WILLIAMS, REBECCA
4	446536		\$15,046.54	May 13, 2016	02776	0	XCEL ENERGY
4	446537		\$12,021.20	May 16, 2016	28147	1	AGROPUR
4	446538	Unissued	\$0.00	May 16, 2016	28147	1	AGROPUR
4	446539	Unissued	\$0.00	May 16, 2016	28147	1	AGROPUR
4	446540	Unissued	\$0.00	May 16, 2016	28147	1	AGROPUR
4	446541	Unissued	\$0.00	May 16, 2016	28147	1	AGROPUR
4	446542	Unissued	\$0.00	May 16, 2016	28147	1	AGROPUR
4	446543	Unissued	\$0.00	May 16, 2016	28147	1	AGROPUR
4	446544	Unissued	\$0.00	May 16, 2016	28147	1	AGROPUR

May 16, 2016

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Check Register Report

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	446545	Unissued	\$0.00	May 16, 2016	28147	1	AGROPUR
4	446546		\$735.48	May 16, 2016	03503	0	AMERICAN TIME & SIGNAL
4	446547		\$519.25	May 16, 2016	01365	0	AMERIPRIDE LINEN AND APPAREL SERVICES
4	446548	Unissued	\$0.00	May 16, 2016	01365	0	AMERIPRIDE LINEN AND APPAREL SERVICES
4	446549		\$622.50	May 16, 2016	00145	0	APACHE GROUP
4	446550		\$500.00	May 16, 2016	00249	1	APPLE COMPUTER INC.
4	446551		\$73.15	May 16, 2016	03178	1	AQUA LOGIC, INC.
4	446552		\$697.49	May 16, 2016	00386	1	BARNES & NOBLE, INC.
4	446553		\$1,083.45	May 16, 2016	24371	0	BAYFIELD FRUIT CO.
4	446554		\$187.50	May 16, 2016	03931	0	BERRY COFFEE COMPANY
4	446555		\$2,472.00	May 16, 2016	08358	0	BERTELSON TOTAL OFFICE SOLUTIONS
4	446556		\$55,944.98	May 16, 2016	03544	2	BEST BUY BUSINESS ADVANTAGE ACCOUNT
4	446557		\$41.85	May 16, 2016	21653	0	BEYOND PLAY, LLC
4	446558		\$15,973.37	May 16, 2016	00477	0	BIX PRODUCE COMPANY
4	446559	Unissued	\$0.00	May 16, 2016	00477	0	BIX PRODUCE COMPANY
4	446560	Unissued	\$0.00	May 16, 2016	00477	0	BIX PRODUCE COMPANY
4	446561	Unissued	\$0.00	May 16, 2016	00477	0	BIX PRODUCE COMPANY
4	446562	Unissued	\$0.00	May 16, 2016	00477	0	BIX PRODUCE COMPANY
4	446563	Unissued	\$0.00	May 16, 2016	00477	0	BIX PRODUCE COMPANY
4	446564		\$1,350.00	May 16, 2016	28383	0	BLB CONSULTING, LLC
4	446565		\$6,575.73	May 16, 2016	26720	0	BLUE BELL ENTERPRISES, INC.
4	446566		\$1,894.44	May 16, 2016	23784	0	BOYER TRUCKS SAVAGE
4	446567		\$4,499.28	May 16, 2016	00397	0	BRO-TEX, INC.
4	446568		\$9,800.00	May 16, 2016	00707	1	CARRIER CORPORATION
4	446569		\$1,080.69	May 16, 2016	20289	1	CDW GOVERNMENT, INC.
4	446570		\$42.62	May 16,	25513	1	CHURCH OFFSET PRINTING, INC.

Check Register Report

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			
4	446571		\$2,268.11	May 16, 2016	23509	0	COOL AIR MECHANICAL, INC.
4	446572		\$1,265.84	May 16, 2016	00647	0	CROWN RENTAL, INC.
4	446573		\$123.76	May 16, 2016	00645	0	CUB FOODS
4	446574		\$18,179.63	May 16, 2016	04186	1	DALCO
4	446575	Unissued	\$0.00	May 16, 2016	04186	1	DALCO
4	446576	Unissued	\$0.00	May 16, 2016	04186	1	DALCO
4	446577	Unissued	\$0.00	May 16, 2016	04186	1	DALCO
4	446578		\$7,404.77	May 16, 2016	00279	0	DIVERSIFIED SNACK DISTRIBUTION
4	446579	Unissued	\$0.00	May 16, 2016	00279	0	DIVERSIFIED SNACK DISTRIBUTION
4	446580	Unissued	\$0.00	May 16, 2016	00279	0	DIVERSIFIED SNACK DISTRIBUTION
4	446581		\$1,677.26	May 16, 2016	01078	0	ELECTRO WATCHMAN, INC.
4	446582		\$319.00	May 16, 2016	23645	0	ESTR PUBLICATIONS
4	446583		\$26.19	May 16, 2016	23054	1	FASTENAL
4	446584		\$5,727.18	May 16, 2016	26109	0	FIELD ENVIRONMENTAL CONSULTING, INC.
4	446585		\$11,736.88	May 16, 2016	04527	1	FOLLETT SCHOOL SOLUTIONS, INC.
4	446586		\$15.27	May 16, 2016	28631	1	FRATTALLONE'S/BURNSVILLE
4	446587		\$847.50	May 16, 2016	29272	0	GB TECHNOLOGIES
4	446588		\$394.00	May 16, 2016	01541	1	GENERAL PARTS, LLC
4	446589		\$2,818.00	May 16, 2016	01457	1	GOODIN COMPANY
4	446590		\$595.50	May 16, 2016	04387	1	GRAINGER
4	446591	Unissued	\$0.00	May 16, 2016	04387	1	GRAINGER
4	446592		\$547.50	May 16, 2016	01641	0	H&B SPECIALIZED PRODUCTS, INC.
4	446593		\$362.25	May 16, 2016	24154	0	HEALTH COUNSELING SERVICES
4	446594		\$993.67	May 16, 2016	09046	0	HI TECH REFRIGERATION
4	446595		\$609.83	May 16, 2016	09318	1	HILLYARD INC - MINNEAPOLIS

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	446596		\$145.70	May 16, 2016	01784	2	HIRSHFIELD'S PAINT MANUFACTURING
4	446597		\$731.77	May 16, 2016	08148	0	HL CORPORATION
4	446598		\$23,230.31	May 16, 2016	26668	1	HM RECEIVABLES CO LLC
4	446599		\$3,205.38	May 16, 2016	04818	0	HORIZON COMMERCIAL POOL SUPPLY
4	446600		\$15,150.00	May 16, 2016	28688	0	K12 TRANSPORTATION MANAGEMENT SERVICES, INC.
4	446601		\$535.75	May 16, 2016	08955	0	KELLEHER, HELMRICH AND ASSOCIATES
4	446602		\$18.98	May 16, 2016	02203	0	LAKE SHORE LEARNING MATERIALS
4	446603		\$2,990.75	May 16, 2016	27253	0	LANDS BEST FOODS LLC
4	446604		\$113.50	May 16, 2016	05077	0	LOCKSAFE INC.
4	446605		\$2,319.74	May 16, 2016	02196	0	MACKIN EDUCATIONAL RESOURCES
4	446606		\$341.62	May 16, 2016	27932	1	MATHESON TRI-GAS, INC.
4	446607		\$234.05	May 16, 2016	28496	0	MEDICAL DISPOSAL SYSTEMS, INC.
4	446608		\$179.24	May 16, 2016	22012	0	MIDWEST PLAYSCAPES INC
4	446609		\$144.00	May 16, 2016	28041	0	MIXMI BRANDS INC.
4	446610		\$100.00	May 16, 2016	07914	2	MN DEPT OF LABOR AND INDUSTRY
4	446611		\$188.79	May 16, 2016	03519	0	NAPA AUTO PARTS
4	446612		\$1,085.47	May 16, 2016	02489	1	OFFICE DEPOT COMPANY
4	446613		\$310.00	May 16, 2016	27700	0	OLYMPIC COMMUNICATIONS INC.
4	446614		\$220.02	May 16, 2016	04333	1	PATTERSON MEDICAL SUPPLY INC
4	446615		\$326.70	May 16, 2016	03073	1	PRO-ED
4	446616		\$1,043.06	May 16, 2016	28785	1	PRODOCON, INC
4	446617		\$339.00	May 16, 2016	24681	0	PROFESSIONAL WIRELESS COMMUNICATIONS
4	446618		\$197.00	May 16, 2016	03101	0	PUMP AND METER SERVICE, INC.
4	446619		\$104.39	May 16, 2016	05511	0	RED WING SHOE STORE
4	446620		\$442.96	May 16, 2016	21851	0	RED WING SHOE STORE
4	446621		\$284.72	May 16,	28946	0	REFRESH TECHNOLOGIES

Check Register Report

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
				2016			
4	446622		\$273.40	May 16, 2016	25729	0	RENT N' SAVE PORTABLE SERVICES
4	446623		\$3,671.99	May 16, 2016	03537	1	SCHOOL HEALTH SUPPLY CO., INC.
4	446624		\$349.09	May 16, 2016	25097	1	SCHOOL SPECIALTY INC
4	446625		\$502.15	May 16, 2016	03689	0	STATE SUPPLY CO., INC.
4	446626		\$1,421.60	May 16, 2016	04664	0	SUMMIT PRINT COPY AND MAIL SERVICE
4	446627		\$123.00	May 16, 2016	22319	0	TEMPLE ELECTRIC MOTOR SERVICE INC.
4	446628		\$109.00	May 16, 2016	02899	0	TESSMAN COMPANY
4	446629		\$4,400.00	May 16, 2016	24955	0	THERMO-DYNE, INC
4	446630		\$576.63	May 16, 2016	22123	1	TOTAL FILTRATION SERVICES, INC.
4	446631		\$11,661.55	May 16, 2016	03802	0	TRIO SUPPLY
4	446632	Unissued	\$0.00	May 16, 2016	03802	0	TRIO SUPPLY
4	446633	Unissued	\$0.00	May 16, 2016	03802	0	TRIO SUPPLY
4	446634		\$533.73	May 16, 2016	01197	1	US FOODS CULINARY EQUIPMENT & SUPPLIES LLC
4	446635		\$839.09	May 16, 2016	04243	1	VIKING ELECTRIC SUPPLY, INC.
Check Count	652	Grand Total	\$2,142,745.77				

Check Register Report

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
6	157		\$11,246.17	Apr 28, 2016	07752	1	MILLER ELECTRIC, INC.
6	158		\$1,334.00	Apr 28, 2016	20320	0	NORTHERN AIR CORPORATION (NAC)
6	159		\$1,346.16	Apr 28, 2016	26086	0	ORKIN COMMERCIAL SERVICES
Check Count	3	Grand Total	\$13,926.33				

Check Register Report

56

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
3	101396		\$35,361.02	Apr 29, 2016	26500	0	ARMSTRONG TORSETH SKOLD & RYDEEN INC.
3	101397		\$800.00	Apr 29, 2016	04400	0	BESTER BROS TRANSFER & STORAGE CO
3	101398		\$35,562.52	Apr 29, 2016	28424	0	CENTRAL ROOFING COMPANY
3	101399		\$7,116.75	Apr 29, 2016	01078	0	ELECTRO WATCHMAN, INC.
3	101400		\$1,860.00	Apr 29, 2016	03131	0	HALLBERG ENGINEERING, INC.
3	101401		\$2,240.00	Apr 29, 2016	29241	0	JAMES R HILL, INC.
3	101402		\$302,347.19	Apr 29, 2016	27702	0	MORCON CONSTRUCTION INC.
3	101403		\$19,807.50	Apr 29, 2016	20320	1	NORTHERN AIR CORPORATION
3	101404		\$13,840.00	Apr 29, 2016	27888	1	NORTHERN TECHNOLOGIES, INC.
3	101405		\$4,251.00	Apr 29, 2016	07724	1	PROFESSIONAL SERVICE INDUSTRIES, INC.
3	101406		\$8,740.00	May 13, 2016	28491	0	A.J. MOORE ELECTRIC, INC.
3	101407		\$3,750.00	May 13, 2016	04400	0	BESTER BROS TRANSFER & STORAGE CO
3	101408		\$1,146,500.00	May 13, 2016	00673	0	BURNSVILLE, CITY OF
3	101409		\$37,002.50	May 13, 2016	22015	0	CM CONSTRUCTION COMPANY, INC.
3	101410		\$23,275.00	May 13, 2016	23509	0	COOL AIR MECHANICAL, INC.
3	101411		\$7,312.50	May 13, 2016	29296	0	INTEREUM, INC.
3	101412		\$236,562.35	May 13, 2016	27702	0	MORCON CONSTRUCTION INC.
3	101413		\$63,435.30	May 13, 2016	20320	1	NORTHERN AIR CORPORATION
3	101414		\$47,338.50	May 13, 2016	27700	0	OLYMPIC COMMUNICATIONS INC.
3	101415		\$138,712.97	May 13, 2016	27394	0	TRANS ALARM
3	101416		\$128,926.67	May 13, 2016	29165	0	WENCK CONSTRUCTION, INC.
Check Count	21	Grand Total	\$2,264,741.77				



**Agenda II.B.5
May 26, 2016**

TO: Dr. Joe Gothard, Superintendent and Board of Education

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

DATE: May 19, 2016

RE: Budget Analysis for the Month Ending April 30, 2016

RECOMMENDATION: That the Board accepts the Budget Analysis for the month ending April 30, 2016

The April Budget Reports are presented for Board information and review. The reports indicate the following:

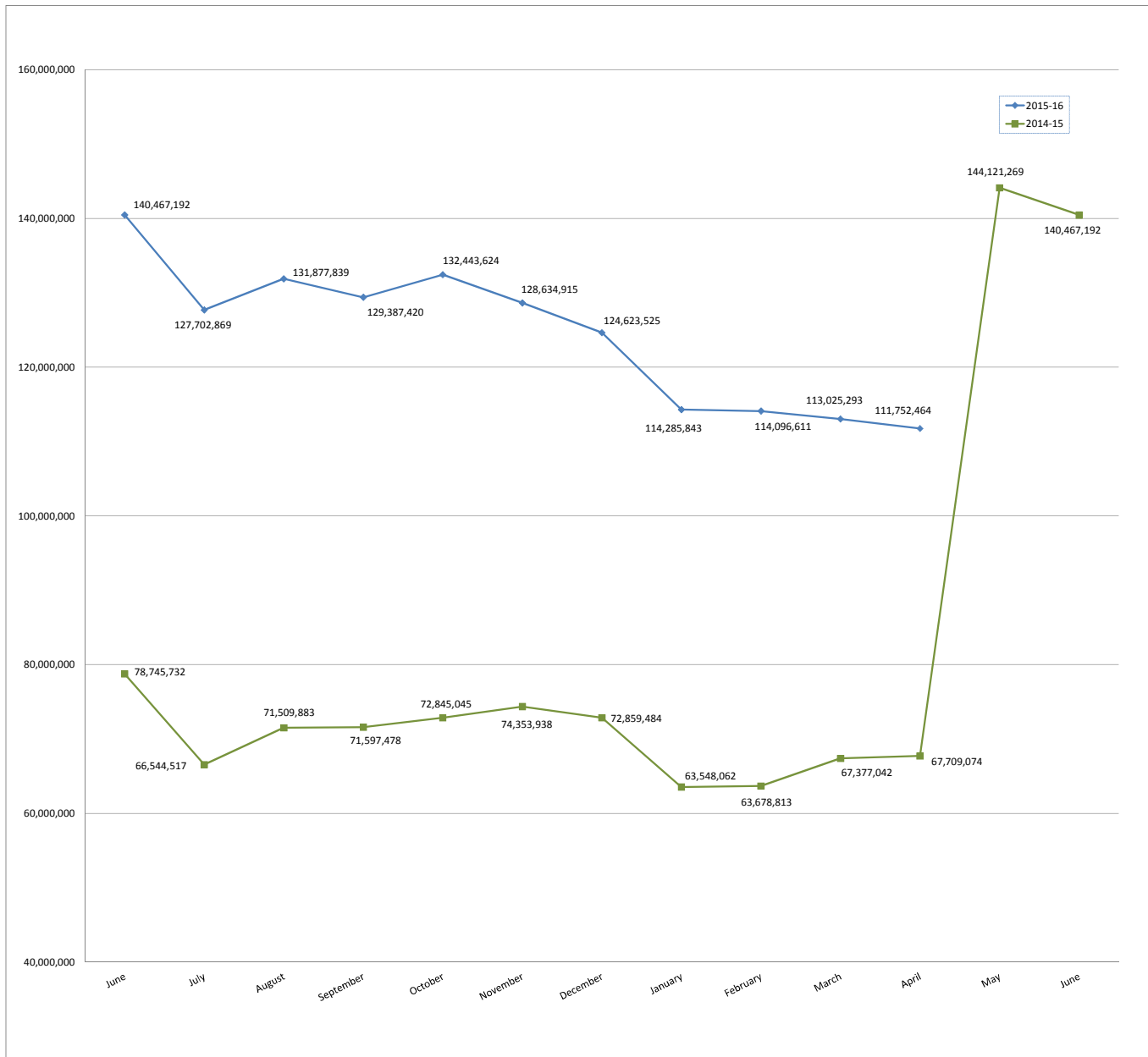
	<u>Year-to-Date Revenue</u>	<u>% of Adopted Budget</u>	<u>Year-to-Date Expenditures</u>	<u>% of Adopted Budget</u>
All Funds	\$ 104,623,897	64.35%	\$ 142,980,681	60.39%
General Fund	\$ 78,653,851	66.63%	\$ 85,924,006	70.88%

To assist the Board in monitoring monthly financial activity and to help identify budget-to-actual deviations, the following graphs have been developed for all funds and the general fund:

Cash and Investments by Month for Last year and Current year
Revenues Year-to-Date for Last two years and Current year
Expenditures Year-to-Date for Last two years and Current year

All of the reports and graphs show last year's actual figures, this year's budget and this year's activity to day. Additional detail is available upon request. I would be glad to answer any questions regarding these reports.

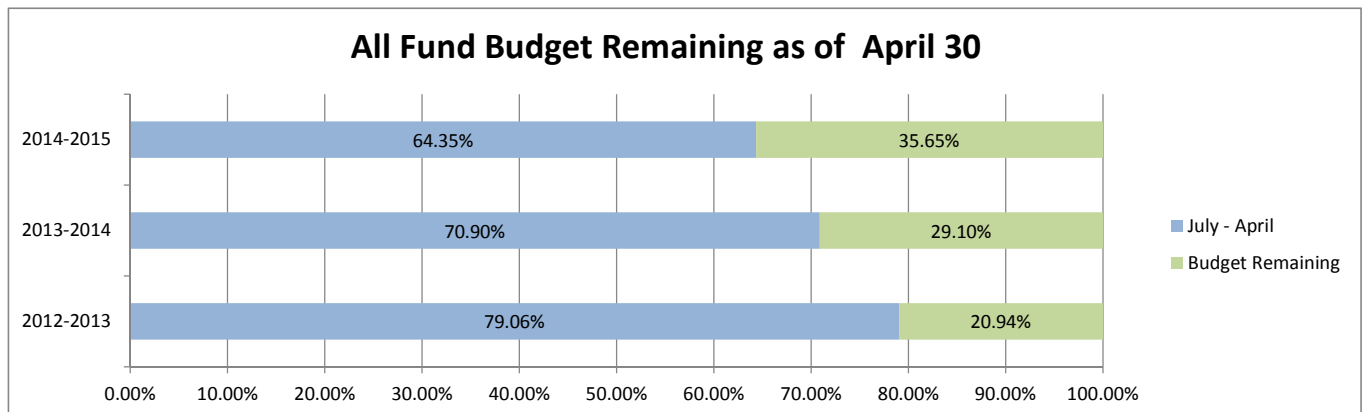
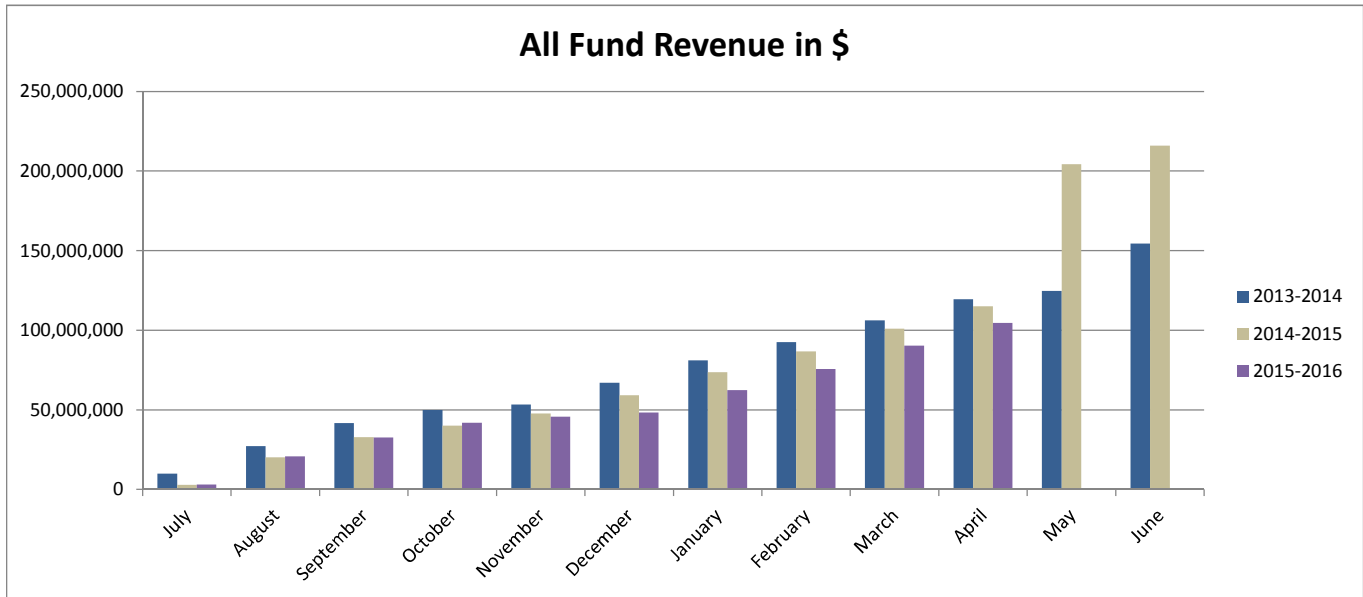
ALL FUNDS CASH AND INVESTMENTS
2014-15 AND 2015-16



**REVENUE COMPARISON
ALL FUNDS**

59

	2013-2014		2014-2015		2015-2016	
	\$	%	\$	%	\$	%
July	9,962,088	6.59%	2,850,387	1.76%	3,044,376	1.87%
August	27,156,320	17.96%	20,097,761	12.38%	20,776,436	12.78%
September	41,620,021	27.53%	32,867,875	20.25%	32,729,505	20.13%
October	49,945,312	33.03%	40,162,882	24.75%	41,826,417	25.73%
November	53,270,705	35.23%	47,710,427 **	29.40%	45,631,362 **	28.07%
December	66,951,638	44.28%	59,268,168	36.52%	48,389,298	29.76%
January	81,044,548	53.60%	73,682,714	45.40%	62,310,017	38.33%
February	92,574,079	61.23%	86,673,781	53.41%	75,637,174	46.52%
March	106,129,747	70.19%	100,985,658	62.23%	90,285,615	55.53%
April	119,537,187	79.06%	115,060,703	70.90%	104,623,897	64.35%
May	124,812,839	82.55%	204,278,857	125.87%		0.00%
June	154,456,907	102.15%	215,999,627	133.10%		0.00%
BUDGET	151,200,818	100.00%	162,289,404	100.00%	162,577,015	100.00%

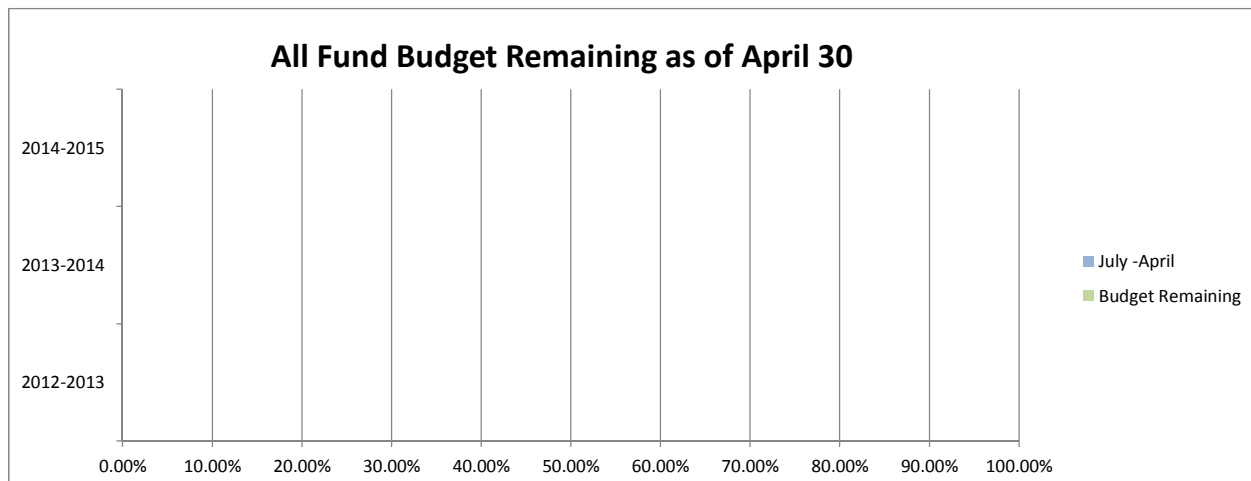
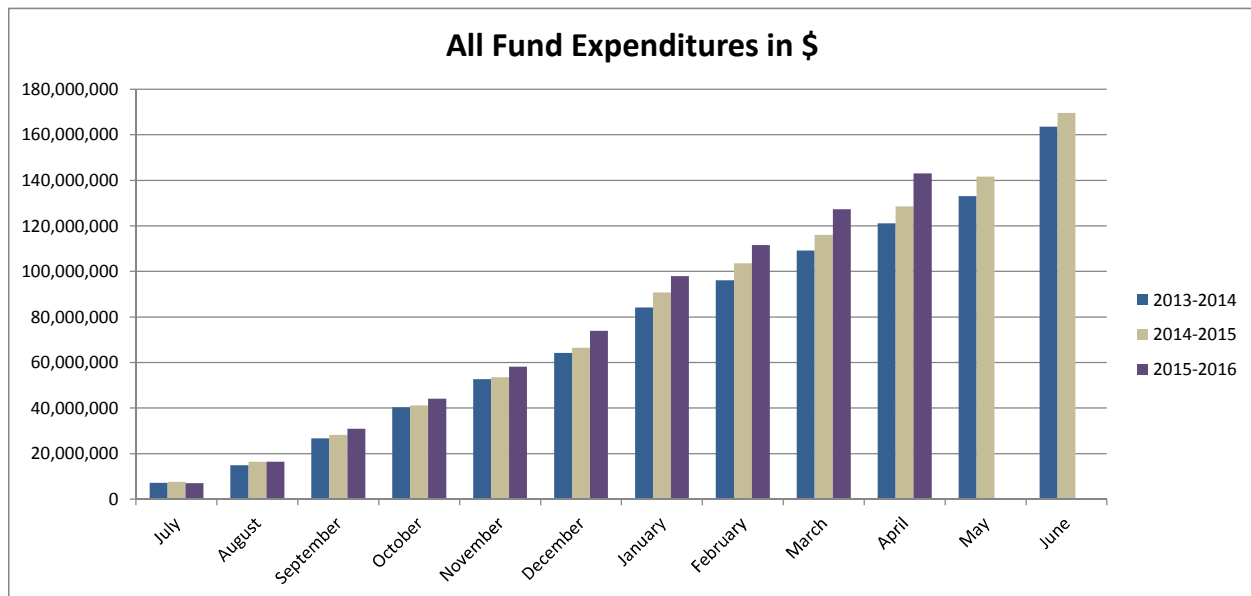


** The year to year comparison will vary due to the timing of the reversal of prior year accruals.

**EXPENDITURE COMPARISON
ALL FUNDS**

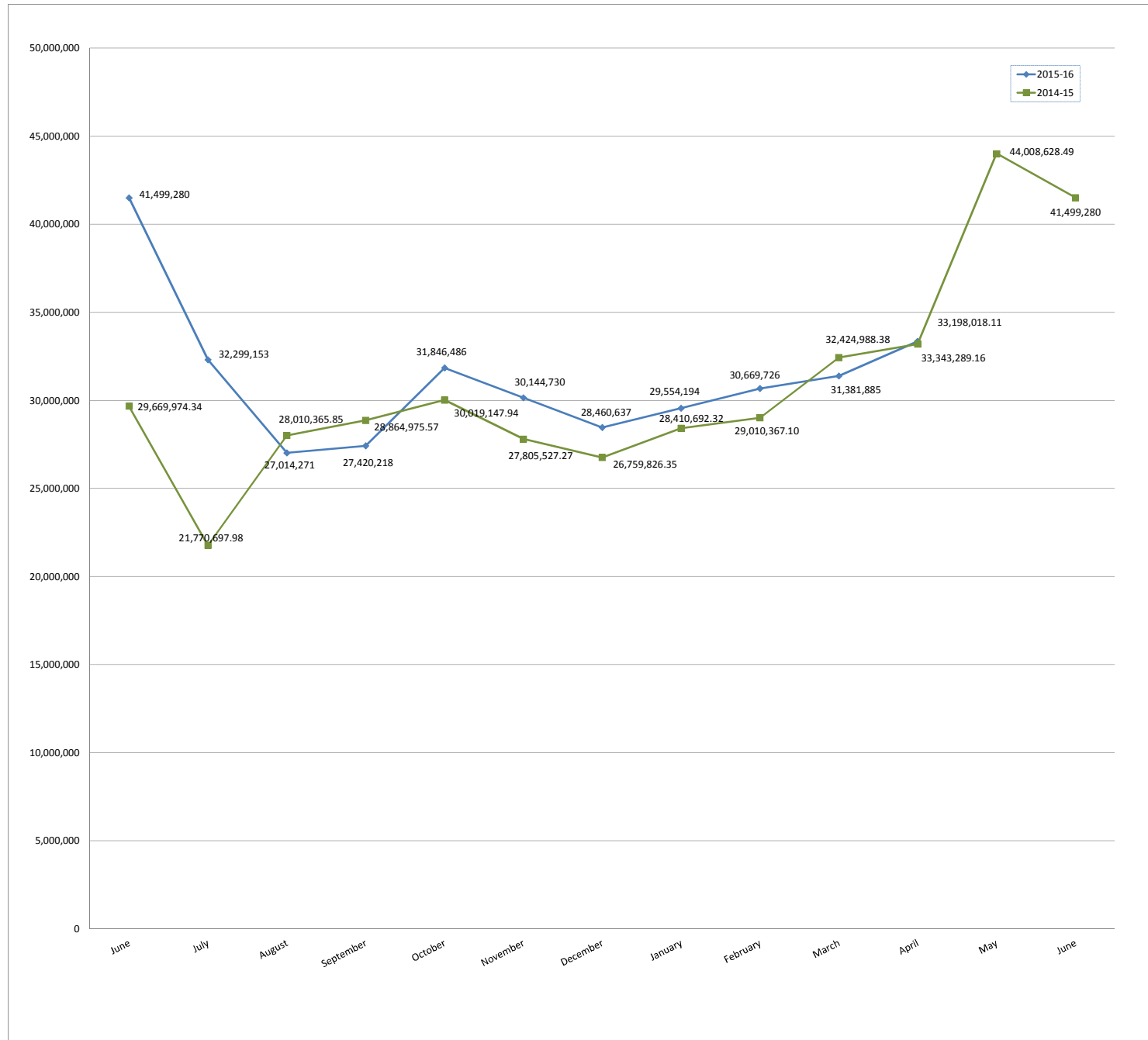
60

	2013-2014		2014-2015		2015-2016	
	\$	%	\$	%	\$	%
July	7,158,138	4.26%	7,547,048	4.45%	7,049,033	2.98%
August	14,925,772	8.89%	16,483,027	9.71%	16,404,117	6.93%
September	26,723,106	15.92%	28,293,796	16.67%	30,882,275	13.04%
October	40,284,425	23.99%	41,129,759	24.23%	44,144,329	18.65%
November	52,655,277	31.36%	53,531,556	31.54%	58,247,227	24.60%
December	64,273,426	38.28%	66,513,786	39.18%	73,968,194	31.24%
January	84,162,075	50.12%	90,772,024	53.47%	97,976,121	41.38%
February	96,072,892	57.22%	103,617,253	61.04%	111,499,625	47.10%
March	109,116,145	64.98%	115,995,927	68.33%	127,360,079	53.79%
April	121,080,912	72.11%	128,584,685	75.75%	142,980,681	60.39%
May	133,051,690	79.24%	141,606,925	83.42%		0.00%
June	163,502,430	97.37%	169,539,828	99.88%		
BUDGET	167,911,404	100.00%	169,749,976	100.00%	236,752,755	100.00%



GENERAL FUND CASH AND INVESTMENTS
2014-15 AND 2015-16

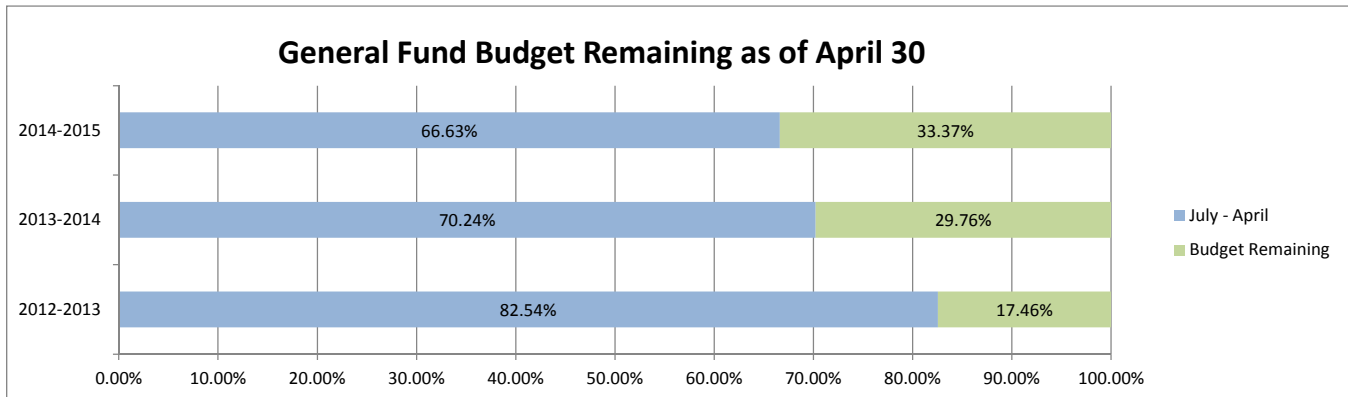
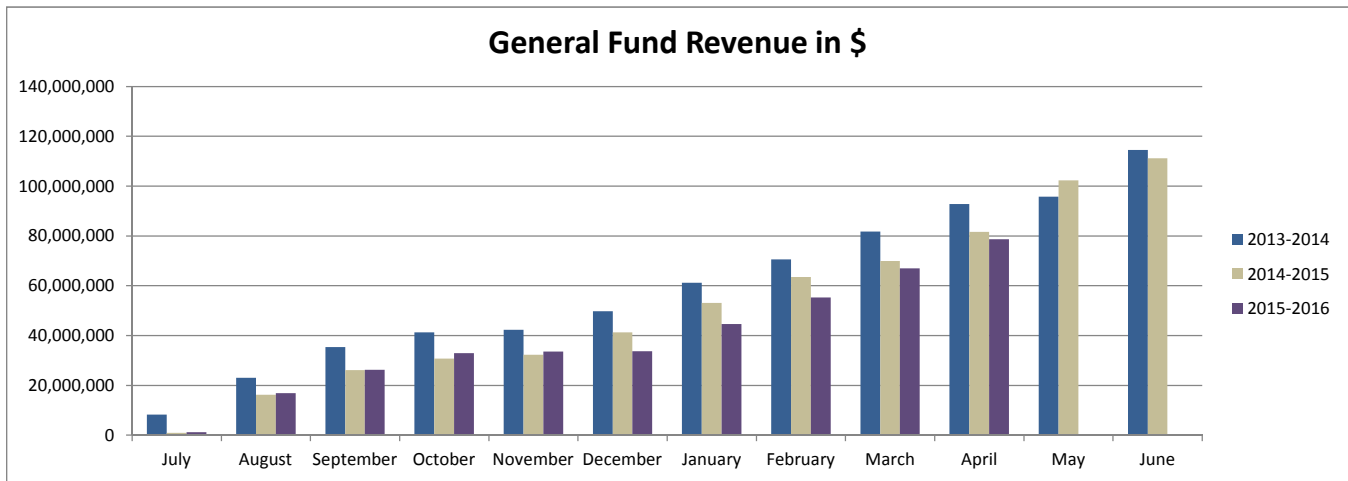
61



**REVENUE COMPARISON
GENERAL FUND**

62

	2013-2014		2014-2015		2015-2016	
	\$	%	\$	%	\$	%
July	8,213,239	7.30%	998,299	0.86%	1,172,002	0.99%
August	23,035,862	20.48%	16,255,179	13.98%	16,819,666	14.25%
September	35,369,620	31.44%	26,150,902	22.49%	26,303,462	22.28%
October	41,313,574	36.72%	30,774,320	26.46%	32,868,210	27.84%
November	42,329,912	37.63%	32,344,957 **	27.81%	33,523,977 **	28.40%
December	49,821,048	44.29%	41,271,780	35.49%	33,750,953	28.59%
January	61,240,048	54.44%	53,037,217	45.61%	44,669,701	37.84%
February	70,541,317	62.71%	63,519,175	54.62%	55,293,029	46.84%
March	81,730,478	72.65%	69,865,296	60.08%	67,001,225	56.76%
April	92,855,155	82.54%	81,679,509	70.24%	78,653,851	66.63%
May	95,758,464	85.12%	102,274,231	87.95%		0.00%
June	114,521,447	101.80%	111,161,850	95.59%		
BUDGET	112,496,929	100.00%	116,289,398	100.00%	118,046,063	100.00%

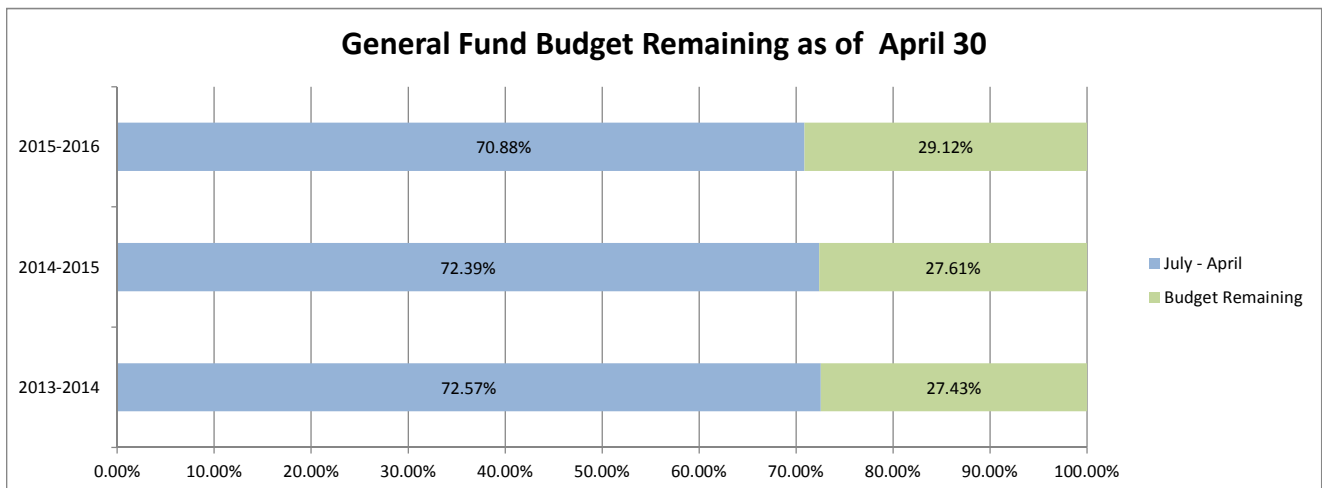
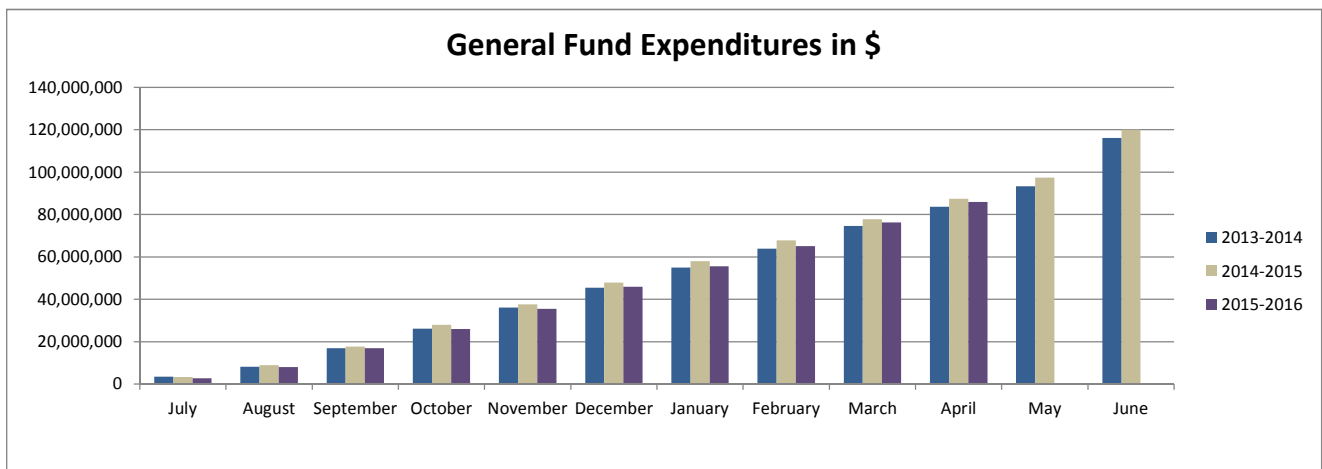


** The year to year comparison will vary due to the timing of the reversal of prior year accruals.

**EXPENDITURE COMPARISON
GENERAL FUND**

63

	2013-2014		2014-2015		2015-2016	
	\$	%	\$	%	\$	%
July	3,493,163	3.03%	3,337,696	2.77%	2,684,247	2.21%
August	8,175,160	7.09%	8,947,182	7.41%	7,972,377	6.58%
September	16,950,675	14.69%	17,645,205	14.62%	16,911,827	13.95%
October	26,176,565	22.69%	27,881,276	23.10%	25,943,715	21.40%
November	36,060,193	31.26%	37,625,436	31.17%	35,429,463	29.23%
December	45,489,506	39.43%	47,847,779	39.64%	45,930,671	37.89%
January	54,985,329	47.66%	57,981,560	48.04%	55,592,345	45.86%
February	63,905,214	55.39%	67,797,669	56.17%	65,071,177	53.68%
March	74,531,071	64.60%	77,794,585	64.46%	76,193,365	62.85%
April	83,716,830	72.57%	87,372,670	72.39%	85,924,006	70.88%
May	93,317,546	80.89%	97,383,134	80.69%		0.00%
June	116,061,352	100.60%	120,005,229	99.43%		0.00%
BUDGET	115,368,022	100.00%	120,691,888	100.00%	121,227,919	100.00%





Future Ready. Community Strong.

**Agenda II.B.6.
May 26, 2016**

To: Board of Education, Members
From: Dr. Joe Gothard, Superintendent
Date: May 20, 2016
Re: Policies

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

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

Adopted: 05/2001
Reviewed: 5/12/2016
Revised: 5/26/2016
Rescinds:

Burnsville-Eagan-Savage School District Policy 402

402 DISABILITY NONDISCRIMINATION POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

Adopted: 9/2006
Reviewed: 5/12/2016
Revised: 5/26/2016
Rescinds: BAB

Burnsville-Eagan-Savage School District Policy 416

416 DRUG AND ALCOHOL TESTING

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

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

A. General Statement of Policy

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

B. Definitions

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

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

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

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

C. Policy and Educational Materials

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

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

D. Alcohol and Controlled Substances Testing Program Manager

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

E. Specific Prohibitions for Drivers

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

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

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

F. Other Alcohol-Related Conduct

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

G. Prescription Drugs

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

H. Testing Requirements

1. Pre-Employment Testing

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

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

2. Post-Accident Testing

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

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

3. Random Testing

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

4. Reasonable Suspicion Testing

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

effects of controlled substances.

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

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

I. Testing Procedures

1. Drug Testing

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

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

2. Alcohol Testing

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

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

J. Driver/Driver Applicant Rights

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

K. Testing Laboratory

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

L. Confidentiality of Test Results

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

M. Recordkeeping Requirements and Retention of Records

1. The school district shall keep and maintain records in accordance with the federal regulations in a secure location with controlled access.
2. The required records shall be retained for the following minimum periods:

Basic records	5 years

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

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

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

N. Training

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

of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.
2. Referral, Evaluation, and Treatment
 - a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.
 - b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.
 - c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.
 - d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.
3. Disciplinary Action
 - a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
 - b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
 - c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

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

IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

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

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

1. General Limitations

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

2. Job Applicant Testing

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

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

3. Random Testing

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

4. Reasonable Suspicion Testing

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

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

5. Treatment Program Testing

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

6. Routine Physical Examination Testing

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

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

B. No Legal Duty to Test

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

C. Definitions

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

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

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

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

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

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

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

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

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

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

E. Reliability and Fairness Safeguards

1. Pretest Notice

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

2. Notice of Test Results

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

3. Notice of and Right to Test Result Report

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

4. Notice of and Right to Explain Positive Test Result

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide him or her with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information.
- b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.
- c. The employee may present verification of enrollment in the medical cannabis patient registry as part of the employee's explanation.
- d. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

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

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

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

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

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

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

actions taken based on the reports or other acquired information.

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

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

H. Chain-of-Custody Procedures

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

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

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

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

2. Confidentiality Limitations

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

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

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

4. Privilege

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

J. Notice of Testing Policy to Affected Employees

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

V. POSTING

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

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

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

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

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Rescinds: GBCB-R, JFCH

Burnsville-Eagan-Savage School District Policy 417

417 CHEMICAL USE AND ABUSE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

III. DEFINITIONS

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

IV. STUDENTS

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

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

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

B. Multi-Disciplinary Team

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

C. Data Practices

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

2. Destruction of Records

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

D. Consent

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

V. EMPLOYEES

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

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

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

VI. EXCEPTIONS

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

necessary paraphernalia, such as an inhaler or syringe. The student shall comply with the relevant district policies regarding student medication.

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

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

Adopted: 6/89

Burnsville-Eagan-Savage School District Policy 418

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Rescinds: GBCBA, JFCH

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

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

IV. EXCEPTIONS

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

V. PROCEDURES

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

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

VI. ENFORCEMENT

A. Students

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

B. Employees

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

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

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

C. The Public

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

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

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

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Rescinds: JFC

Burnsville-Eagan-Savage School District Policy 506

506 STUDENT DISCIPLINE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

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

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

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

III. AREAS OF RESPONSIBILITY

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

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

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

IV. STUDENT RIGHTS

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

V. STUDENT RESPONSIBILITIES

All students have the responsibility:

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

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

VI. CODE OF STUDENT CONDUCT

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.
 - 1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
 - 2. The use of profanity or obscene language, or the possession of obscene materials;
 - 3. Gambling, including, but not limited to, playing a game of chance for stakes;
 - 4. Violation of the school district's Hazing Prohibition Policy;
 - 5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
 - 6. Violation of the school district's Student Attendance Policy;
 - 7. Opposition to authority using physical force or violence;

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

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

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

VII. DISCIPLINARY ACTION OPTIONS

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within

the discretion of the school district. At a minimum, violation of school district rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

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

- R. Expulsion under the Pupil Fair Dismissal Act;
- S. Exclusion under the Pupil Fair Dismissal Act; and/or
- T. Other disciplinary action as deemed appropriate by the school district.

VIII. REMOVAL OF STUDENTS FROM CLASS

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

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

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

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

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

IX. DISMISSAL

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

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

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

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

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

C. Suspension Procedures

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

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

case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

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

D. Expulsion and Exclusion Procedures

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

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

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

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

X. ADMISSION OR READMISSION PLAN

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

XI. NOTIFICATION OF POLICY VIOLATIONS

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

XII. STUDENT DISCIPLINE RECORDS

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

XIII. STUDENTS WITH DISABILITIES

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

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

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

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

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

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

XIV. OPEN ENROLLED STUDENTS

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

XV. DISTRIBUTION OF POLICY

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

XVI. REVIEW OF POLICY

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Stat. § 120B.02 (Educational Expectations for Minnesota Students)
 Minn. Stat. § 120B.232 (Character Development Education)
 Minn. Stat. § 121A.26 (School Preassessment Teams)
 Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
 Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
 Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
 Minn. Stat. § 121A.582 (Reasonable Force)
 Minn. Stat. §§ 121A.60-121A.61 (Removal From Class)
 Minn. Stat. § 123A.05 (Area Learning Center Organization)
 Minn. Stat. § 124D.03 (Enrollment Options Program)
 Minn. Stat. § 124D.08 (Enrollment in Nonresident District)
 Minn. Stat. Ch. 125A (Students With Disabilities)
 Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
 Minn. Stat. § 152.23 (Medical Cannabis; Limitations)

Minn. Stat. Ch. 260A (Truancy)
 Minn. Stat. Ch. 260C (Juvenile Court Act)
 20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Improvement Act of 2004)
 29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
 34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

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

Adopted: 1/99
Reviewed: 5/12/2016
Revised: 5/26/2016
Rescinds: JLCD

Burnsville-Eagan-Savage School District Policy 516

516 STUDENT MEDICATION

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. REQUIREMENTS

- A. The administration of prescription and non-prescription medication at school requires authorization from a person licensed to prescribe medications and a completed signed request from the student's parent. An oral request from a parent or guardian must be reduced to writing within two school days
- B. A Medication Authorization form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minn. Stat. § 152.22, Subd. 6.
- C. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label.
- D. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
- E. Prescription medications are not to be carried by the student, but will be kept in the school health office. Exceptions to this requirement are as noted below in Part I.: and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).

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

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

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

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

- c. the parent has not requested school personnel to administer the medication to the student.

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

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

6. Medications:

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

are not governed by this policy.

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

- b. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

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

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

Legal References: Minn. Stat. § 13.32 (Student Health Data)
 Minn. Stat. § 121A.21 (Hiring of Health Personnel)
 Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
 Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
 Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
 Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)
 Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)
 Minn. Stat. § 151.212 (Label of Prescription Drug Containers)
 Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
 Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
 20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
 29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

Cross References: Burnsville-Eagan-Savage School District Policy 418 (Drug-Free Workplace/Drug-Free School)

Adopted: 10/99

Burnsville-Eagan-Savage School District Policy 522

Reviewed: 5/12/2016

Revised: 5/26/2016

Rescinds: AC / JB / JBR

522 STUDENT SEX NONDISCRIMINATION

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. The Burnsville-Eagan-Savage School District provides equal educational opportunity for all students, and does not unlawfully discriminate on the basis of sex. No student will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any educational program or activity operated by the school district on the basis of sex.
- B. Every school district employee shall be responsible for complying with this policy.
- C. The school board hereby designates Stacey Sovine; 200 Burnsville Parkway, Burnsville, MN, 55337; 952-707-2010; ssovine@isd191.org as its Title IX coordinator. This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.
- D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss them with the Title IX coordinator. Questions relating solely to Title IX and its regulations may be referred to the Assistant Secretary for Civil Rights of the United States Department of Education. In the absence of a specific designee, an inquiry or complaint should be referred to the superintendent or the school district human rights officer.

III. REPORTING GRIEVANCE PROCEDURES

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

use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting unlawful sex discrimination toward a student directly to a school district human rights officer or to the superintendent.

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

IV. INVESTIGATION

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

V. SCHOOL DISTRICT ACTION

- A. Upon conclusion of the investigation and receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.
- B. The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

VI. REPRISAL

The school district will discipline or take appropriate action against any pupil, teacher,

administrator, or other school personnel who retaliates against any person who reports alleged unlawful sex discrimination toward a student or any person who testifies, assists, or participates in an investigation, or who testifies, assists, or participates in a proceeding or hearing relating to such unlawful sex discrimination. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

VII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

VIII. DISSEMINATION OF POLICY AND EVALUATION

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

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

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

Adopted: 3/97

Reviewed: 5/12/2016

Revised: 5/26/2016

Rescinds: IIBG and IIBG-E

Burnsville-Eagan-Savage School District Policy 524

524 INTERNET ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. LIMITED EDUCATIONAL PURPOSE

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

IV. USE OF SYSTEM

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

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

V. UNACCEPTABLE USES

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

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

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

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

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

8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.
 9. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.
 10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy 514. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.
- B. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations include, but are not limited to, situations where the school district system is compromised or if a school district employee or student is negatively impacted. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.
- C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that

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

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

VI. FILTER

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

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

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

- a. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
- b. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
- c. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

- B. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
- C. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.
- D. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

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

VIII. LIMITED EXPECTATION OF PRIVACY

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

IX. INTERNET USE AGREEMENT

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

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

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

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

XI. USER NOTIFICATION

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

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

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

XII. PARENTS OR GUARDIANS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

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

XIII. IMPLEMENTATION; POLICY REVIEW

- A. The school district administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for

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

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

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

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

Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
 Burnsville-Eagan-Savage School District Policy 514 (Bullying Prohibition Policy)
 Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)
 Burnsville-Eagan-Savage School District Policy 519 (Interviews of Students by Outside Agencies)
 Burnsville-Eagan-Savage School District Policy 521 (Student Disability Nondiscrimination)
 Burnsville-Eagan-Savage School District Policy 522 (Student Sex Nondiscrimination)
 Burnsville-Eagan-Savage School District Policy 603 (Curriculum Development)
 Burnsville-Eagan-Savage School District Policy 604 (Instructional Curriculum)
 Burnsville-Eagan-Savage School District Policy 606 (Textbooks and Instructional Materials)
 Burnsville-Eagan-Savage School District Policy 806 (Emergency Operations Policy)
 Burnsville-Eagan-Savage School District Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

Adopted: 4/04
 Reviewed: 5/12/2016
 Revised: 5/26/2016
 Rescinds: JFCB

Burnsville-Eagan-Savage School District Policy 532

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

III. DEFINITIONS

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

- A. "Emergency" means a situation where immediate intervention is needed to protect a child or other individual from physical injury or to prevent serious property damage.

- B. “Peace officer” means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term “peace officer” includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.
- C. “School resource officer” is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to provide law enforcement assistance and support to the building administration and to promote school safety, security, and positive relationships with students.
- D. “Crisis team” means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.
- E. The phrase “remove the student from school grounds” is the act of securing the person of a student with an IEP plan and escorting that student from the school building or school activity at which the student with an IEP is located.
- F. “Student with an IEP” or “the student” means a student who is eligible to receive special education and related services pursuant to the terms of an IEP.
- G. All other terms and phrases used in this policy shall be defined in accordance with applicable state and federal law or ordinary and customary usage.

IV. REMOVAL OF STUDENTS WITH IEPs FROM SCHOOL GROUNDS

A. Removal By Crisis Team

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

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

B. Removal By School Resource Officer or Peace Officer

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

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

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

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

C. Reasonable Force Permitted

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

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

1. Corporal punishment prohibited by Minn. Stat. § 121A.58;
2. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;

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

D. Parental Notification

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

E. Continued Removals; Review of IEP

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

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

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

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

G. Reporting to the Minnesota Department of Education (MDE)

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)
 Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
 Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
 Minn. Stat. § 121A.67, Subd. 2 (Removal by Police Officer)
 Minn. Stat. §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities)
 Minn. Stat. § 609.06 (Authorized Use of Force)
 Minn. Stat. § 609.379 (Permitted Actions)
 20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))
 20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education Improvement Act of 2004 (IDEA))
 34 C.F.R. § 300.535 (IDEA Regulation Regarding Involvement of Law Enforcement)

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

629 ALTERNATIVE INSTRUCTION

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

In accordance with M.S. 120B.20, parents/guardians may review the content of instructional materials to be provided to their minor child. Content of instructional materials means content included in District-approved core and supplementary instructional resources

III. PROCEDURES

A. Review

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

B. Alternative Instructional Plan

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

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

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

Cross References:

Adopted: 4/14/2016
 Reviewed: 5/12/2016
 Revised: 5/26/2016
 Rescinds:

Burnsville-Eagan-Savage School District Policy 707

707 TRANSPORTATION OF PUBLIC SCHOOL STUDENTS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

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

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

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

IV. ELIGIBILITY

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

V. TRANSPORTATION OF NONRESIDENT STUDENTS

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

Subd. 6)

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

VI. TRANSPORTATION OF RESIDENT STUDENTS TO NONDISTRICT SCHOOLS

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

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

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

child with a disability not yet enrolled in kindergarten for the provision of special instruction and services. Special instruction and services for a child with a disability not yet enrolled in kindergarten include an individualized education program (IEP) team placement in an early childhood program when that placement is necessary to address the child's level of functioning and needs. (Minn. Stat. § 123B.88, Subd. 1)

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

school district, including correctional facilities operated on a fee-for-service basis and state institutions, for care and treatment, the school district shall provide the necessary transportation at the expense of the school district. Where a joint powers entity enters into a contract with a privately owned and operated residential facility for the provision of education programs for special education students, the joint powers entity shall provide the necessary transportation. (Minn. Stat. § 125A.15(c) and (d); Minn. Stat. § 125A.51(e))

- G. Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law. (Minn. Rules Part 7470.1700)
- H. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in Minn. Stat. Ch. 125A. (Minn. Rules Part 7470.1600, Subd. 2)

VIII. HOMELESS STUDENTS

- A. Homeless students shall be provided with transportation services comparable to other students in the school district. (42 U.S.C. § 11432(e)(3)(C)(i)(III)(cc) and (g)(4)(A))
- B. Upon request by the student's parent, guardian, or homeless education liaison, the school district shall provide transportation for a homeless student as follows:
 - 1. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements within the school district shall be provided transportation to and from the secondary resident student's school of origin and the shelter or other non-shelter location if the shelter or non-shelter location is one and one-half (1 ½) or more miles from the school, and for all resident elementary students who reside one mile or more from the school of origin and the student's transportation privileges have not been revoked. (42 U.S.C. § 11432(g)(1)(J)(iii)(I))
 - 2. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements outside of the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location if the shelter or non-shelter location is two or more miles from the school of origin and the student's transportation privileges have not been revoked, unless the school district and the school district in which the student is temporarily placed agree that the school district in which the student is temporarily placed shall provide transportation. (Minn. Stat. § 125A.51(f); 42 U.S.C. § 11432(g)(1)(J)(iii)(II))

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

IX. AVAILABILITY OF SERVICES

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

X. MANNER OF TRANSPORTATION

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

XI. RESTRICTIONS

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

XII. FEES

- A. In its discretion, the school district may charge fees for transportation of students to and from extracurricular activities conducted at locations other than school, where attendance is optional. (Minn. Stat. § 123B.36, Subd. 1(10))

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

Legal References: Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.59 (Bus Transportation is a Privilege Not a Right)
Minn. Stat. § 123B.36 (Authorized Fees)
Minn. Stat. § 123B.41 (Educational Aids for Nonpublic School Children; Definitions)
Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.04 (Enrollment Options Programs in Border States)
Minn. Stat. § 124D.041 (Reciprocity with Adjoining States)
Minn. Stat. § 124D.08 (School Board's Approval to Enroll in Nonresident District)
Minn. Stat. Ch. 125A (Children With a Disability)
Minn. Stat. § 125A.02 (Children With a Disability, Defined)
Minn. Stat. § 125A.12 (Attendance in Another District)
Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)
Minn. Stat. § 125A.51 (Placement of Children Without Disabilities; Education and Transportation)
Minn. Stat. § 125A.515 (Placement of Students; Approval of Education Program)
Minn. Stat. § 125A.65 (Attendance at Academies for the Deaf and Blind)
Minn. Stat. § 126C.01 (General Education Revenue - Definitions)
Minn. Stat. § 127A.47 (Payments to Resident and Nonresident Districts)

Minn. Stat. § 190.05 (Definitions)
 Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
 Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disabilities)
 20 U.S.C. § 1415 (Individuals with Disabilities Education Improvement Act of 2004)
 29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
 42 U.S.C. § 2000d (Prohibition Against Exclusion from Participation in, Denial of Benefits of, and Discrimination under Federally Assisted Programs on Ground of Race, Color, or National Origin)
 42 U.S.C. § 11431, *et seq.* (McKinney-Vento Homeless Assistance Act of 2001)
 42 U.S.C. § 12132, *et seq.* (Americans With Disabilities Act)

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

Adopted: 6/1998
Reviewed: 5/12/2016
Revised: 5/26/2016
Rescinds: KO

Burnsville-Eagan-Savage School District Policy 906

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 predatory offenders directly to the school district.
2. Level III Offender Fact Sheets will be distributed at a community meeting

conducted by the local law enforcement agency.

- F. “Law enforcement agency” means the law enforcement agency having primary jurisdiction over the location where the offender expects to reside upon release. (Minn. Stat. § 244.052, Subd. 1(3))
- G. “Criminal history conviction data” is public data on a convicted criminal which is compiled by the State Bureau of Criminal Apprehension (BCA). (Minn. Stat. § 13.87)

IV. PROCEDURES

A. Level II Notification

In keeping with the statutorily designated purpose that Offender Fact Sheets are to be used by staff members to secure the school and protect individuals in the school district’s care while they are on or near the school district’s premises or under the control of the school district, the school district will take the following steps:

1. The superintendent shall notify the law enforcement agencies within the school district that all appropriate Level II and Level III notifications are to be provided at least to the superintendent of schools.
2. Upon notification of the release of a Level II predatory offender, the superintendent shall forward the Offender Fact Sheet to all building principals and central office administrators. This would include transportation, food service and buildings and grounds supervisors.
3. Principals of schools in close proximity to the Level II predatory offender’s residence shall meet with staff and show the Offender Fact Sheet to persons within the buildings who supervise students or who would be in a position to observe if the Level II offender was in or around the school. This includes, but is not limited to, administrators, teachers, coaches, paraprofessionals, custodians, clerical and office workers, food service workers, volunteers, and transportation providers.
4. The school district shall request criminal history conviction data on the Level II predatory offender from its local law enforcement agency. On a case-by-case basis, the superintendent may determine whether to send a letter to parents with general information regarding release of the Level II offender and a copy of the criminal history conviction data that the school district obtained from its local law enforcement agency. The offender fact sheet contains data classified as private or not public under Minnesota law and may only be distributed to parents, students, or others outside the school district if it determines the release is for the purpose of securing the schools and protecting individuals under the school district’s care while they are on or near school premises.

5. The building administrator shall cause the Offender Fact Sheet to be posted in each building in an area accessible to staff and employees but not the general public unless a determination has been made that public posting will help secure the school or protect students.
6. The school district shall not distribute or provide access to Level II Offender Fact Sheets to parents, students, or others outside the school district unless a determination has been made that dissemination of the data will help secure the school or protect students.

B. Level III Notification

1. The superintendent shall notify the law enforcement agencies within the school district that all Level III notifications of community meetings are to be provided to the superintendent of schools.
2. When a Level III predatory offender is released into a community, generally the local law enforcement agency will notify the school district of the time and location of the community meeting at which the Level III Offender Fact Sheet will be distributed to the community.
3. When the school district receives this information, the superintendent shall determine on a case-by-case basis whether the school district will notify parents and students of the time, date, and location of the community meeting.
4. When notified of a Level III predatory offender community meeting the superintendent or another school district administrator designated by the superintendent shall attend the community notification meeting.
5. When the school district receives information that a Level III predatory offender is moving into the school district, in addition to following the procedures specified above, the school district shall follow the procedures outlined for a Level II notification.
6. If the predatory offender is participating in programs offered by the school district that require or allow the person to interact with children other than the person's children, the superintendent shall notify parents of children in the school district of the contents of the Offender Fact Sheet.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 244.052 (Community Notification)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
42 U.S.C. § 16901 *et seq.* (Jacob Wetterling Crimes Against Children and Sexually Violent Offender Registration Program)

Dept. of Admin. Advisory Op. No. 98-004

Cross References: Burnsville-Eagan-Savage School District Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
Burnsville-Eagan-Savage School District Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)
Burnsville-Eagan-Savage School District Policy 903 (Visitors to School District Buildings and Sites)

Descriptor Term: **Community Resource Persons**

Descriptor Code: **IICB**

Issued Date: **6/86**

Reviewed Date:

Revised Date:

Rescinds:

The Board encourages the use of community resources and citizens to assist in furthering the educational program of the schools. One of the greatest resources available to the schools is to be found in the citizens of the community who have special knowledge and particular talents to contribute to the school program.

The use of outside personnel and resources for instructional and related activities shall be approved by the principal.

Descriptor Term: **School Volunteer**

Descriptor Code: **IICC**

Issued Date: **10/00**

Reviewed Date:

Revised Date:

Rescinds:

I. District 191 Mission

Independent School District 191 believes learners are best served by the active participation of all parents and citizens of its community. It is our belief that volunteers help individualize instruction, promote school/community interaction, support school activities, provide multi-generational and multi-cultural experiences, and enrich the curriculum for all learners. To this end, the organization accepts and encourages the involvement and development of volunteers at all levels in the organization and within all appropriate programs and activities.

We believe that to best serve this goal, each site requires a volunteer services coordinator to assist staff and parents in creating a successful volunteer program within their unique school community. The volunteer services coordinator would assist each site in creating an inclusive environment to encourage meaningful and productive roles for volunteers in order to achieve the goals of the school district.

II. General Statements

A. Purpose for a Policy for Volunteerism

The purpose of the policy is to provide overall direction to paid and non-paid staff engaged in volunteerism in Independent School District 191. This volunteer policy is intended for internal guidance only and does not constitute binding contractual or personnel agreement. The Board of Education reserves the right to change any aspect of the policy at any time and expect adherence to the changed policy.

B. Scope of the Volunteer Policy

Unless specifically stated, the policy applies to all non-elected volunteers in all programs and projects undertaken by or on behalf of the organization and to all departments, schools and partnership sites of operation of ISD 191.

The School District recognizes that volunteers do not assume primary responsibility for instruction but reinforce skills taught by the professional staff. Volunteers will be placed with careful consideration of how their presence supports the educational objective of a class or the curriculum.

C. Role of 191 Volunteer Services

The productive utilization of volunteers requires a planned and organized effort. A decentralized volunteer administration process will be created resulting in the recruitment, retention, and recognition of volunteers at the local level. Recognizing that every level of the district has a responsibility to this effort, general assignments are listed below.

1. Partnership Coordinator

Central coordinating point for volunteer services
 Establish a Volunteerism Advisory Board that will meet to review goals and progress of the volunteerism initiative
 Advise volunteer coordinators who meet monthly

2. Volunteer Coordinator

Assist Partnership Coordinator
 Provide standards, guidelines, and other volunteer program materials for site coordinators
 Provide and support and assistance volunteer coordinators
 Coordinate and oversee consistent volunteer manuals at each site
 Assist in screening and adherence to all District Policy
 Direct volunteer opportunities to appropriate sites
 Provide formal and informal staff development for volunteer coordinators
 Assist in overseeing volunteer budget expenditures

3. Site Volunteer Coordinator

Recruit volunteers at each site
 Regularly provide orientation for volunteers
 Provide ongoing support and recognition of volunteers
 Assess volunteer needs within school
 Compile list of volunteers and keep a current database
 Provide volunteer information at various school functions
 Report to district volunteer information
 Attend monthly volunteer coordinator meetings
 Promote volunteerism at site

D. Volunteer Requirements and Liability Insurance

An application form will be required of all volunteers.

Volunteers will be required to attend an orientation session during their first 30 days of volunteering.

Tort liability protection is provided for all employees and volunteers for actions arising out of their scope of employment.

**Agenda II.B.7.
May 26, 2016**

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

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

Date: May 12, 2016

**Re: Change Orders #118, #125, #126, 128, #129, #130 and #131 for the 2015
Additions and Alterations to Burnsville High School**

RECOMMENDATION: That the Board of Education approve change orders #118, #125, #126, 128, #129, #130 and #131 for the 2015 Additions and Alterations to Burnsville High School.

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

Change order #118 for contract #0345 (Wells Concrete Products Company) is a deduct the amount of (\$3940.00). The reason for this deduct was to repair a storm sewer pipe that they accidentally drove anchors through.

Change order #125 for contract #3100 (Max Steininger Inc.) is in the amount of \$19,415.00. The increase cost to this contract is a result of site work demolition at the old ticket booth and subgrade preparation for the new ticket booth location on the east side of the football field. Other costs are the result of winter conditions.

Change order #126R for contract #2601 (Peoples Electric Co. Inc.) Is in the amount of \$26,047.00. Changes to this contract are the result of a change in wiring for the elevator disconnects and adding an electrical connection to exhaust fans on the roof. Additional charges for adding exit lights, fire alarm /strobes and changes to lighting to meet electrical fire code changes and moving a sump pump to a new location in the tunnel.

Change order #128 for contract #2202 (Klamm Mechanical Contractors, Inc.) is in the amount of \$5420.00. The change in this contract is the result of underground

plumbing changes in the activity center addition and the repair of the storm sewer piping that was damaged by Wells concrete. The credit for this repair is noted in change order #118.

Change order #129 for contract #0420 (Crosstown Masonry Inc.) is in the amount of \$15,871.00. The change in this contract is the result of an added 6 inch concrete masonry wall and core filling of the elevator in area 11, wrapping a steel column with a concrete masonry wall, adding a door to the keyboard lab for exiting to meet fire code, deleting a small CMU wall and installing salvaged brick, removal and disposal of insulation/foam from the existing building that was not shown on the demo plans, winter conditions and over time.

Change order #130 for contract #0920 (Commercial Drywall Inc.) Is in the amount of \$16,573.00. The cost increases to this contract are the result of deletion of gypsum partitions and adding high-impact gypsum board where lockers were deleted, framing changes, adding fire a rated ceiling and walls in a mechanical room, some added costs for additional soffit work and a \$0 cost for soffit changes.

Change order #131 for contract #0330 (Northland Concrete & Masonry, LLC) is in the amount of \$40,048.00. Increase costs to this contract include final costs for winter conditions, work being performed on the ticket booth on the east side of the football field, costs incurred by approved overtime and additional concrete work due to design.

To date total change orders in amount of \$1,206,837.00 to the 45 original contract amounts of \$37,734,946.00 brings the total contracts with change orders to \$38,941,783.00. This represents change orders of 3.20% of original bid amounts.

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

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

APR 28 2016
MAY 05 2016

OWNER ☒
CONSTRUCTION MANAGER ☒
ARCHITECT ☒
CONTRACTOR ☒
FIELD ☐
OTHER ☐

PCO # 118
162

(Instructions on reverse side)

PROJECT: 2015 ADDITIONS & ALTERATIONS TO
(Name and address) BURNSVILLE HIGH SCHOOL BP #2
600 EAST HIGHWAY 13
BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.: 0345.003

INITIATION DATE: 03/30/16

TO CONTRACTOR: WELLS CONCRETE PRODUCTS COMPANY
(Name and address) 835 HIGHWAY 109 NE
PO BOX 308
WELLS, MINNESOTA 56097-0308

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #0345
Precast Concrete Wall
Panels

CONTRACT DATE: 6/25/2015

The Contract is changed as follows:

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

RECEIVED

MAY 02 2016

ARMSTRONG, TORSETH,
SKOLD & RYDEEN, INC.

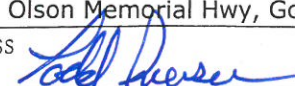
Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (~~XXXXXXXXXXXXXXXXXXXX~~) was	\$	2,615,000.00
Net change by previously authorized Change Orders	\$	(109,200.00)
The (Contract Sum) (~~XXXXXXXXXXXXXXXXXXXX~~) prior to this Change Order was	\$	2,505,800.00
The (Contract Sum) (~~XXXXXXXXXXXXXXXXXXXX~~) will be (~~increased~~) (decreased) (~~unchanged~~) by this Change Order	\$	(3,940.00)
The new (Contract Sum) (~~XXXXXXXXXXXXXXXXXXXX~~) including this Change Order will be ...	\$	2,501,860.00
The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

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

WENCK CONSTRUCTION INC.

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

ADDRESS 
BY DATE 4/28/16

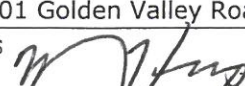
WELLS CONCRETE PRODUCTS COMPANY

CONTRACTOR
835 Highway 109 NE, Wells, MN 56097

ADDRESS 
BY DATE 4-26-16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT

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

ADDRESS 
BY DATE 5/3/16

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

OWNER
100 River Ridge Court, Burnsville, MN 55337

ADDRESS
BY DATE



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Change Order

Burnsville High School

Project # 30150401

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

Date: 3/30/2016

Contractor:

Wells Concrete Products, Inc.

835 Highway 109 NE,

PO Box 308

Wells, MN 56097

Architect's Project No:**Contract Date:****Contract Number: 0345****Change Order Number: 003**

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
RCO-105	002	Backcharge for Storm Piping Correction	-3,940

The original Contract (s) Value was.....	2,615,000
Sum of changes by prior Change Orders.....	-109,200
The Contract Value prior to this Change Order was.....	2,505,800
The Contract Value will be changed by this Change Order in the amount of.....	-3,940
The new Contract Value including this Change Order will be.....	2,501,860
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

APR 25 2016

MAY 05 2016

(Instructions on reverse side)

OWNER ☒
CONSTRUCTION MANAGER ☒
ARCHITECT ☒
CONTRACTOR ☒
FIELD ☐
OTHER ☐

PCO # 125
164

PROJECT: 2015 ADDITIONS & ALTERATIONS TO
(Name and address) BURNSVILLE HIGH SCHOOL BP #3
600 EAST HIGHWAY 13
BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.: 3100.006
INITIATION DATE: 04/12/16
PROJECT NOS.: 301504.01
CONTRACT FOR: Contract #3100
Earthwork Site Demo
CONTRACT DATE: 8/13/2015

TO CONTRACTOR:
(Name and address) MAX STEININGER, INC.
3080 LEXINGTON AVENUE SOUTH
EAGAN, MINNESOTA 55121

The Contract is changed as follows:

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

RECEIVED

APR 28 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was	\$	1,071,000.00
Net change by previously authorized Change Orders	\$	57,891.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	\$	1,128,891.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~) (~~unchanged~~) by this Change Order	\$	19,415.00
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be ...	\$	1,148,306.00
The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

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

WENCK CONSTRUCTION INC.

CONSTRUCTION MANAGER

7500 Olson Memorial Hwy, Golden Valley, MN 55427
ADDRESS

BY

DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT

ARCHITECT

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

BY

DATE

MAX STEININGER, INC.

CONTRACTOR

3080 Lexington Avenue South, Eagan, MN 55121
ADDRESS

BY

DATE

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

OWNER

100 River Ridge Court, Burnsville, MN 55337
ADDRESS

BY

DATE



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Change Order

Burnsville High School

Project # 30150401

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

Date: 4/12/2016

Contractor:

Max Steining, Inc.
3080 Lexington Avenue South
Eagan, MN 55121

Architect's Project No:**Contract Date:****Contract Number: 3100****Change Order Number: 006**

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-039	007	Earthwork, Site demolition, Chain Link Fence, & Irrigation Salvage at the Ticket Booth per PR 39.	5,133
RCO-098	002	Steel for Concrete Pier Fix per RFI #229.	-230
RCO-099	001	Earthwork winter conditions through 2-20-16.	3,378
RCO-099	002	Earthwork winter conditions 2/21-2/27	4,338
RCO-099	003	Earthwork winter conditions through 3-5	3,714
RCO-099	004	earthwork winter conditions through 3-24-16.	3,082

The original Contract (s) Value was.....	1,071,000
Sum of changes by prior Change Orders.....	57,891
The Contract Value prior to this Change Order was.....	1,128,891
The Contract Value will be changed by this Change Order in the amount of.....	19,415
The new Contract Value including this Change Order will be.....	1,148,306
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMA

APR 27 2016

MAY 05 2016

(Instructions on reverse side)

OWNER
CONSTRUCTION MANAGER
ARCHITECT
CONTRACTOR
FIELD
OTHER

X
X
X
X
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X

PCO # 126 R
166

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

CHANGE ORDER NO.: 2601.006R

INITIATION DATE: 04/12/16

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #2601
Electrical/Communication

CONTRACT DATE: Security/Paging
10/22/2015

The Contract is changed as follows:

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

RECEIVED

MAY 02 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was	\$	3,558,650.00
Net change by previously authorized Change Orders	\$	98,131.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	\$	3,656,781.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (decreased) (unchanged) by this Change Order	\$	26,047.00
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be	\$	3,682,828.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

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

WENCK CONSTRUCTION INC.

CONSTRUCTION MANAGER

7500 Olson Memorial Hwy, Golden Valley, MN 55427

ADDRESS

BY

DATE

PEOPLES ELECTRIC CO., INC.

CONTRACTOR

277 East Fillmore Avenue, St. Paul, MN 55107

ADDRESS

BY

DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT

ARCHITECT

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

ADDRESS

BY

DATE

BURNSVILLE EAGAN-SAVAGE PUBLIC SCHOOLS

OWNER

100 River Ridge Court, Burnsville, MN 55337

ADDRESS

BY

DATE



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Change Order

Burnsville High School

Project # 30150401

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

Date: 4/12/2016

Contractor:

Peoples Electric Company, Inc.
277 East Fillmore Avenue
St. Paul, MN 55107

Architect's Project No:**Contract Date:****Contract Number: 2601****Change Order Number: 006**

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-052	009	Change wiring for elevator disconnects and add connection to exhaust fan on roof per PR 052.	3,642
PR-053	009	Electrical code changes per PR 053.	22,449
PR-061	002	No cost for unit relocation per PR 061.	0
PR-064	008	No cost for moving receptacles per PR 064.	0
PR-066	002	Move sump pump to other end of tunnel per PR 66	873
PR-075	004	Changes to switches, light locations, and motors per PR 075.	-446
PR-078	003	Delete 7 D1 fixtures and add 5 A1 fixtures per PR 078.	-471

The original Contract (s) Value was.....	3,558,650
Sum of changes by prior Change Orders.....	98,131
The Contract Value prior to this Change Order was.....	3,656,781
The Contract Value will be changed by this Change Order in the amount of.....	26,047
The new Contract Value including this Change Order will be.....	3,682,828
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

APR 22 2016

MAY 05 2016

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OWNER
CONSTRUCTION MANAGER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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PCO # 128
168

PROJECT: 2015 ADDITIONS & ALTERATIONS TO
(Name and address) BURNSVILLE HIGH SCHOOL BP #3
600 EAST HIGHWAY 13
BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.: 2202.006

INITIATION DATE: 04/12/16

TO CONTRACTOR: KLAMM MECHANICAL CONTRACTORS, INC.
(Name and address) 12409 COUNTY ROAD 11
BURNSVILLE, MINNESOTA 55337

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #2202
Underground Mechanical

CONTRACT DATE: 8/13/2015

The Contract is changed as follows:

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

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APR 28 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was	\$	872,000.00
Net change by previously authorized Change Orders	\$	37,263.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	\$	909,263.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~) (~~unchanged~~) by this Change Order	\$	5,420.00
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be ...	\$	914,683.00
The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

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

WENCK CONSTRUCTION INC.

CONSTRUCTION MANAGER

7500 Olson Memorial Hwy, Golden Valley, MN 55427

ADDRESS

BY

DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCH.

ARCHITECT

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

ADDRESS

BY

DATE

KLAMM MECHANICAL CONTRACTORS, INC.

CONTRACTOR

12409 County Road 11, Burnsville, MN 55337

ADDRESS

BY

DATE

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

OWNER

100 River Ridge Court, Burnsville, MN 55337

ADDRESS

BY

DATE



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Change Order

Burnsville High School

Project # 30150401

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

Date: 4/12/2016

Contractor:

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

Architect's Project No:

Contract Date:

Contract Number: 2202

Change Order Number: 006

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-053	006	Underground plumbing changes to PR #53.	1,480
RCO-105	001	Storm Piping Correction back charged to Wells	3,940

The original Contract (s) Value was.....	872,000
Sum of changes by prior Change Orders.....	37,263
The Contract Value prior to this Change Order was.....	909,263
The Contract Value will be changed by this Change Order in the amount of.....	5,420
The new Contract Value including this Change Order will be.....	914,683
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa **APR 22 2016**
MAY 05 2016

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OWNER ☒
CONSTRUCTION MANAGER ☒
ARCHITECT ☒
CONTRACTOR ☒
FIELD ☐
OTHER ☐

PCO # 129
170

PROJECT: 2015 ADDITIONS & ALTERATIONS TO
(Name and address) BURNSVILLE HIGH SCHOOL BP #3
600 EAST HIGHWAY 13
BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.: 0420.005

INITIATION DATE: 04/12/16

TO CONTRACTOR: CROSTOWN MASONRY, INC.
(Name and address) 1322 159TH AVENUE NE
HAM LAKE, MINNESOTA 55304

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #0420
Masonry

CONTRACT DATE: 8/13/2015

The Contract is changed as follows:

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

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APR 28 2016

**ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.**

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

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was	\$	1,240,000.00
Net change by previously authorized Change Orders	\$	32,435.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	\$	1,272,435.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~) (~~unchanged~~) by this Change Order	\$	15,871.00
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be ...	\$	1,288,306.00
The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

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

WENCK CONSTRUCTION INC.

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

ADDRESS

BY

DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT

ARCHITECT

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

ADDRESS

BY

DATE

CROSTOWN MASONRY, INC.

CONTRACTOR
1322 159th Avenue NE, Ham Lake, MN 55304

ADDRESS

BY

DATE

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

OWNER

100 River Ridge Court, Burnsville, MN 55337

ADDRESS

BY

DATE



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Change Order

Burnsville High School

Project # 30150401

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

Date: 4/12/2016

Contractor:

Crosstown Masonry, Inc.
1322 159th Avenue NE
Ham Lake, MN 55304

Architect's Project No:**Contract Date:****Contract Number: 0420****Change Order Number: 005**

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-046	001	Wrap column at room 9-101 per PR 046.	893
PR-052	002	Added 6" CMU and corefilling of elevator in Area 11 per PR 52	6,163
PR-053	001	Cut block and adding a door to room 7-103 per PR 053.	1,551
PR-063R2	006	Delete small CMU wall and install tooth in salvaged brick per PR 063R2	923
RCO-080	002	Removal and disposal of insulation/foam on existing building that was not shown on demo plans.	989
RCO-093	001	Masonry winter conditions.	399
RCO-108	001	Overtime costs for Saturday work required in Area 9 to prepare for joist setting on 4-4.	4,953

The original Contract (s) Value was.....	1,240,000
Sum of changes by prior Change Orders.....	32,435
The Contract Value prior to this Change Order was.....	1,272,435
The Contract Value will be changed by this Change Order in the amount of.....	15,871
The new Contract Value including this Change Order will be.....	1,288,306
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

APR 27 2016

MAY 05 2016

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OWNER
CONSTRUCTION MANAGER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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PCO # 130

172

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

TO CONTRACTOR: COMMERCIAL DRYWALL, INC.
(Name and address) 3026 161ST AVENUE NW
ANDOVER, MINNESOTA 55304

CHANGE ORDER NO.: 0920.002

INITIATION DATE: 04/14/16

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #0920
Drywall/Cold Formed

CONTRACT DATE: Metal Framing/DEFS
11/5/2015

The Contract is changed as follows:

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

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MAY 02 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was	\$	609,850.00
Net change by previously authorized Change Orders	\$	1,265.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	\$	611,115.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~) (~~unchanged~~) by this Change Order	\$	16,573.00
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be	\$	627,688.00
The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

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

WENCK CONSTRUCTION INC.

CONSTRUCTION MANAGER

7500 Olson Memorial Hwy, Golden Valley, MN 55427

ADDRESS

BY

DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT

ARCHITECT

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

ADDRESS

BY

DATE

COMMERCIAL DRYWALL, INC.

CONTRACTOR

3028 161st Avenue NW, Andover, MN 55304

ADDRESS

BY

DATE

BURNSVILLE EAGAN-SAVAGE PUBLIC SCHOOLS

OWNER

100 River Ridge Court, Burnsville, MN 55337

ADDRESS

BY

DATE



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Change Order

Burnsville High School

Project # 30150401

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

Date: 4/14/2016

Contractor:

Commercial Drywall, Inc.
3026 161st Avenue NW
Andover, MN 55304

Architect's Project No:**Contract Date:****Contract Number: 0920****Change Order Number: 002**

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-046	004	Deletion of partition and add for abuse board that is required due to walls being uncovered per PR 046.	1,775
PR-053	005	Add smoke rating, move door, add rated ceiling, extend fire wall, and provide gypsum frame per PR 053.	13,360
PR-063R2	002	Infill void in lintel space with metal stud framing and backerboard per PR 063R2.	425
PR-064	007	Reframe doorway per PR 064.	195
PR-065R2	004	Additional abuse board drywall per PR 065R2.	818
PR-078	001	No cost for soffit changes per PR 078.	0

The original Contract (s) Value was.....	609,850
Sum of changes by prior Change Orders.....	1,265
The Contract Value prior to this Change Order was.....	611,115
The Contract Value will be changed by this Change Order in the amount of.....	16,573
The new Contract Value including this Change Order will be.....	627,688
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

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OWNER ☒
CONSTRUCTION MANAGER ☒
ARCHITECT ☒
CONTRACTOR ☒
FIELD ☐
OTHER ☐

PCO # 131

174

PROJECT:
(Name and address)

2015 ADDITIONS & ALTERATIONS TO
BURNSVILLE HIGH SCHOOL BP #3
600 EAST HIGHWAY 13
BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.:

0330.010

INITIATION DATE:

04/20/16

TO CONTRACTOR:
(Name and address)

NORTHLAND CONCRETE & MASONRY COMPANY, LLC
12026 RIVERWOOD DRIVE
BURNSVILLE, MINNESOTA 55337

PROJECT NOS.:

301504.01

CONTRACT FOR:

Contract #0330

Cast In Place Concrete

CONTRACT DATE:

8/13/2015

The Contract is changed as follows:

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

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MAY - 3 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was	\$	2,617,189.00
Net change by previously authorized Change Orders	\$	156,327.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	\$	2,773,516.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~) (<u>unchanged</u>) by this Change Order	\$	40,048.00
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be	\$	2,813,564.00
The Contract Time will be (~~increased~~) (~~decreased~~) (<u>unchanged</u>) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

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

WENCK CONSTRUCTION INC.

CONSTRUCTION MANAGER

7500 Olson Memorial Hwy, Golden Valley, MN 55427

ADDRESS

BY

DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT

ARCHITECT

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

ADDRESS

BY

DATE

NORTHLAND CONCRETE & MASONRY COMPANY, LLC

CONTRACTOR

12026 Riverwood Drive, Burnsville, MN 55337

ADDRESS

BY

DATE

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

OWNER

100 River Ridge Court, Burnsville, MN 55337

ADDRESS

BY

DATE



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Change Order

Burnsville High School

Project # 30150401

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

Date: 4/20/2016

Contractor:

Northland Concrete and Masonry Company, LLC

12026 Riverwood Drive

Burnsville, MN 55337

Architect's Project No:

Contract Date:

Contract Number: 0330

Change Order Number: 010

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-083	001	Added rebar to ticket booth slab per PR 083.	989
PR-085	001	Hi density insulation, concrete, rebar, and doweling per PR 085	8,160
PR-086	001	Concrete reinforcing around new access door per PR 086.	453
RCO-080	001	Removal and disposal of insulation/foam on existing building that was not shown on demo plans.	927
RCO-094	001	Final costs for concrete winter conditions.	24,838
RCO-095	001	Concrete Overtime through 3-4-16.	2,321
RCO-109	001	Additional forming, labor, and rebar now required per response to RFI 332.	2,360

The original Contract (s) Value was.....	2,617,189
Sum of changes by prior Change Orders.....	156,327
The Contract Value prior to this Change Order was.....	2,773,516
The Contract Value will be changed by this Change Order in the amount of.....	40,048
The new Contract Value including this Change Order will be.....	2,813,564
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

BHS Budget Report with Change Orders

Information	Company	Wenck Estimates	Awarded Bid	Change Orders To Date	Percent of Change	Numer of Change Orders	Contract Amount With Change Orders	Percent of Completion
Bid Pack #1								
Contract #0600 General Construction Shop Annex	Ebert Construction	\$919,600.00	\$671,900.00	\$95,924.00	14.28%	16	\$767,824.00	95.00%
Contract #2300 Mechanical	Klamm Mechanical	\$647,800.00	\$900,000.00	\$47,621.00	5.29%	9	\$947,621.00	77.54%
Contract #2600 Electrical	Peoples Electric	\$293,600.00	\$566,500.00	\$90,391.00	15.96%	16	\$656,891.00	93.64%
Contract #3110 Site Demolition and Improvements	Max Steininger Inc.	\$775,285.10	\$530,000.00	\$330,107.00	62.28%	7	\$860,107.00	80.42%
Contract #3300 Site Utility Relocation	Veit & Co.	\$243,170.00	\$410,000.00	\$115,109.00	28.08%	5	\$525,109.00	95.00%
Contract #0240 Building Demolition	Veit & Co.	\$366,047.14	\$71,039.00	\$30,496.00	42.93%	5	\$101,535.00	100.00%
		<u>\$3,245,502.24</u>	<u>\$3,149,439.00</u>	<u>\$709,648.00</u>	<u>\$3,859,087.00</u>			
Bid Pack #2								
Contract #0345 Precast Concrete Wall Panels	Wells Concrete	\$2,403,594.00	\$2,615,000.00	(\$113,140.00)	-4.33%	3	\$2,501,860.00	91.90%
		<u>\$2,403,594.00</u>	<u>\$2,615,000.00</u>	<u>(\$113,140.00)</u>	<u>\$2,501,860.00</u>			
Bid Pack #3								
Contract #0420 Masonry	Crosstown Masonry Incorporated	\$1,305,616.00	\$1,240,000.00	\$48,306.00	3.90%	5	\$1,288,306.00	24.43%
Contract #3301 Site Utilities	Metro Utilities, Inc.	\$181,880.00	\$288,750.00	\$22,273.00	7.71%	3	\$311,023.00	22.73%
Contract #3290 Landscaping/Irrigation Systems	Urban Companies, LLC	\$305,275.00	\$240,069.00	\$18,984.00	7.91%	4	\$259,053.00	15.23%
Contract #3210 Asphalt Paving/Curbs	Midwest Asphalt Corporation	\$1,244,655.00	\$921,900.00	\$7,055.00	0.77%	3	\$928,955.00	12.49%
Contract #3100 Earthwork/Site Demolition	Max Steininger Inc.	\$1,179,458.00	\$1,071,000.00	\$77,306.00	7.22%	6	\$1,148,306.00	45.55%
Contract #2202 Mechanical	Klamm Mechanical	\$551,250.00	\$872,000.00	\$42,683.00	4.89%	6	\$914,683.00	22.38%
Contract #0510 Structural Steel Erection	Red Cedar Steel Erectors, Inc.	\$599,057.00	\$582,300.00	\$12,430.00	2.13%	3	\$594,730.00	26.84%
Contract #0340 Structural Precast Concrete	Wells Concrete	\$1,013,719.00	\$933,340.00	\$0.00	0.00%	0	\$933,340.00	87.88%
Contract #0330 Cast-In-Place Concrete	Northland Concrete & Masonry, LLC	\$2,739,043.00	\$2,617,189.00	\$196,375.00	7.50%	10	\$2,813,564.00	46.52%
Contract #0241Building Demolition	Lloyd's Construction Services Inc.	\$146,221.00	\$285,155.00	\$6,950.00	2.44%	1	\$292,105.00	88.10%
Contract #0512 Structural Steel Supply	American Structural Metals, Inc.	\$788,856.00	\$898,900.00	\$3,585.00	0.40%	3	\$902,485.00	51.93%

Information	Company	Wenck Estimates	Awarded Bid	Change Orders To Date	Percent of Change	Numer of Change Orders	Contract Amount With Change Orders	Percent of Completion
		<u>\$10,055,030.00</u>	<u>\$9,950,603.00</u>	<u>\$435,947.00</u>			<u>\$10,386,550.00</u>	
Bid Pack #4								
Contract #0790 Caulking/Firestoppingffraffic Coatings	The Caulkers Company, Inc.	\$96,495.00	\$86,900.00	\$0.00	0.00%	0	\$86,900.00	0.00%
Contract #0335 Polished Concrete Floors	Questmark Flooring	\$33,633.60	\$15,969.00	\$0.00	0.00%	0	\$15,969.00	0.00%
Contract #0511 Miscellaneous Metals - Erection	Red Cedar Steel Erectors, Inc.	\$58,387.35	\$126,500.00	\$0.00	0.00%	0	\$126,500.00	0.00%
Contract #0550 Miscellaneous Metals Fabrication- Supply	American Structural Metals, Inc.	\$411,285.00	\$802,450.00	\$0.00	0.00%	0	\$802,450.00	0.00%
Contract #0990 Painting	Fransen Decorating, Inc.	\$401,378.25	\$230,305.00	\$0.00	0.00%	0	\$230,305.00	0.00%
Owner Direct - Architectural Purchase	Haldeman-Homme Inc.	\$1,636,582.50	\$1,084,781.00	(\$28,520.00)	-2.63%	5	\$1,056,261.00	4.19%
Contract #2601 Electrical/Communications/Security/Pagin	Peoples Electric	\$3,736,950.00	\$3,558,650.00	\$124,178.00	3.49%	6	\$3,682,828.00	12.39%
Contract #2305 Testing and Balancing	Marcus Global, Inc.	\$71,299.20	\$67,800.00	\$0.00	0.00%	0	\$67,800.00	0.00%
Contract #2302 HVAC/Temperature Controls	Thelen Heating & Roofing, Inc.	\$3,479,700.00	\$2,751,800.00	\$14,038.00	0.51%	3	\$2,765,838.00	9.74%
Contract #2200 Plumbing and Heating	El-Jay Plumbing & Heating, Inc.	\$3,709,440.00	\$3,269,000.00	\$37,505.00	1.15%	2	\$3,306,505.00	19.93%
Contract #2100 Fire Protection	Total Fire Protection, Inc.	\$427,798.35	\$418,890.00	\$0.00	0.00%	0	\$418,890.00	22.37%
Contract #1440 Wheelchair Lift	DRN Enterprises, d.b.a Arrow Lift	\$15,750.00	\$26,989.00	\$0.00	0.00%	0	\$26,989.00	28.50%
Contract #1420 Elevators	ThyssenKrupp Elevator Americas	\$189,000.00	\$200,047.00	\$0.00	0.00%	0	\$200,047.00	0.00%
Contract #1140 Food Service Equipment	Advanced Contract Equipment and Desi	\$15,750.00	\$18,381.00	\$0.00	0.00%	0	\$18,381.00	0.00%
Contract #0610 Selective Demolition/Carpentry	George F. Cook Construction Co.	\$1,521,190.65	\$1,443,000.00	\$25,193.00	1.75%	1	\$1,468,193.00	3.70%
Contract #1022 Folding Panel Partitions	W.L. Hall Company	\$61,425.00	\$52,904.00	\$0.00	0.00%	0	\$52,904.00	1.03%
Contract #0750 Roofing and Metal Panels	Palmer West Construction Company, Inc.	\$2,206,743.00	\$1,603,200.00	\$8,275.00	0.52%	1	\$1,611,475.00	10.41%
Contract #0966 Epoxy Terrazzo Flooring	Advance Terrazzo Flooring	\$612,417.75	\$508,000.00	\$21,000.00	4.13%	2	\$529,000.00	0.00%
Contract #0965 Resilient Flooring/Carpet	Floors by Becker, Inc.	\$368,131.05	\$431,132.00	\$0.00	0.00%	0	\$431,132.00	0.00%
Contract #0950 Acoustical Ceilings	Kirk Acoustics	\$383,939.85	\$300,280.00	\$0.00	0.00%	0	\$300,280.00	0.00%
Contract #0930 Tile	Multiple Concepts Interiors, Inc.	\$886,415.25	\$1,324,000.00	(\$45,125.00)	-3.41%	1	\$1,278,875.00	0.00%

Information	Company	Wenck Estimates	Awarded Bid	Change Orders To Date	Precent of Change	Numer of Change Orders	Contract Amount With Change Orders	Precent of Completion
Contract #0920 Drywall/Cold Formed Metal Framing/DEF	Commercial Drywall, Inc.	\$1,222,033.05	\$609,850.00	\$17,838.00	2.92%	2	\$627,688.00	9.72%
Contract #0840 Aluminum Entrances I Storefronts I Curta	Envision Glass, Inc.	\$1,668,936.15	\$1,276,534.00	\$0.00	0.00%	0	\$1,276,534.00	15.45%
Contract #0833 Coiling/Overhead Doors	Overhead Door of the Northland	\$76,125.00	\$73,689.00	\$0.00	0.00%	0	\$73,689.00	0.00%
Contract #0810 Doors/Frames/Hardware - Supply	Kendell Doors & Hardware, Inc.	\$445,068.75	\$409,848.00	\$0.00	0.00%	0	\$409,848.00	8.07%
Owner Direct - Chiller Plant Purchase	Train Co.	\$1,470,000.00	\$1,296,580.00	\$0.00	0.00%	0	\$1,296,580.00	0.00%
Contract #1044 Signage	Walker Sign Holdings, Inc.	\$47,250.00	\$32,425.00	\$0.00	0.00%	0	\$32,425.00	0.00%
		<u>\$25,253,124.75</u>	<u>\$22,019,904.00</u>	<u>\$174,382.00</u>			<u>\$22,194,286.00</u>	
Grand Totals		<u>\$40,957,250.99</u>	<u>\$37,734,946.00</u>	<u>\$1,206,837.00</u>	3.20%		<u>\$38,941,783.00</u>	
REVIEW AND COMMENT CONSTRUCTION BUDGET WITH ALTERNATIVE FACILITIES FUNDING							<u>\$41,716,739.00</u>	

**Agenda II.B.8.
May 26, 2016**

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

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

Date: May 26, 2016

Re: Change Order #001 for the 2016 ISD 191 Paging System Replacements.

RECOMMENDATION: That the Board of Education approve change order #001 for the 2016 ISD 191 Paging System Replacements.

On August 13th, 2015 the School Board approved the bid for contract #2750 for the 2016 ISD 191 Paging System Replacements at the following schools.

Cedar Alternative Learning Center
Eagle Ridge Junior High
Gideon Pond Elementary
Harriet Bishop Elementary
Hidden Valley Elementary
John Metcalf Junior High
Joseph Nicollet Junior High
Marion W Savage Elementary
Sioux Trail Elementary
Vista View Elementary

Change order #001 for contract #2750 (Olympic Communications Inc.) is in the amount of \$9105.00. The reason for this change was to provide new speakers at Eagle Ridge, Metcalf and Vista View due to the old speaker incompatibility with the new system. This cost increase also included 2 paging horns on the exterior of Marion W Savage.

To date total change orders in amount of \$9,105.00 to the contract amount of \$214,000.00 brings the total contract with change orders to \$223,105.00. This represents change orders of 4.25% of original bid amount.

BUSINESS OFFICE • 100 River Ridge Court • Burnsville, MN 55337



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

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMA

APR 15 2016

APR 28 2016

(Instructions on reverse side)

OWNER ☒
CONSTRUCTION MANAGER ☒
ARCHITECT ☒
CONTRACTOR ☒
FIELD ☐
OTHER ☐

PCO#01

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PROJECT: BURNSVILLE PAGING PROJECTS
(Name and address) BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS
100 RIVER RIDGE COURT
BURNSVILLE, MN 55337

CHANGE ORDER NO.: 2750-01

INITIATION DATE: 04/06/16

TO CONTRACTOR:
(Name and address) OLYMPIC COMMUNICATIONS, INC.
8201 CENTRAL AVE NE, STE A
SPRING LAKE PARK, MN 55432

PROJECT NOS.: 301504.06

CONTRACT FOR: Contract #2750
Paging & Intercom System

CONTRACT DATE: 8/15/2015

The Contract is changed as follows:

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

RECEIVED

APR 22 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was \$ 214,000.00
Net change by previously authorized Change Orders \$ 0.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was \$ 214,000.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~) by
this Change Order \$ 9,105.00
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be \$ 223,105.00
The Contract Time will be (~~increased~~) (unchanged) by (- 0 -) days
The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

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

WENCK CONSTRUCTION, INC.

CONSTRUCTION MANAGER
7500 OLSON MEMORIAL HWY, STE 300, GOLDEN VALLEY, MN 55427

ADDRESS Sum Bath
BY 4/18/16 DATE

OLYMPIC COMMUNICATIONS, INC.

CONTRACTOR
8201 Central Avenue NE, Ste A, Spring Lake Park, MN 55432

ADDRESS Jeff McManis
BY 4/12/16 DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS

ARCHITECT
332 Minnesota Street, W2000, St. Paul, Minnesota 55101

ADDRESS W. J. J. J.
BY 4/27/16 DATE

BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS

OWNER
100 River Ridge Court, Burnsville, MN 55337

ADDRESS
BY DATE



CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.



Subcontract Change Order

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Detailed, Grouped by Each Number

Burnsville Paging Projects

Project # 30150406

Tel: Fax:

Date: 4/6/2016

To Subcontractor/Vendor:

Olympic Communications, Inc.

8201 Central Avenue NE

Suite A

Spring Lake Park, MN 55432

Architect's Project No:**Contract Date:****Contract Number: 2750****Change Order Number: 001****The Contract is hereby revised by the following items:**

Approved RFCOP#2 and Horns at Marion Savage

PCO	Item #	Description	Amount
RFCOP#002	001	OC - Provide new speakers at Eagle Ridge & Vista View Elementaries, Remove & replace speakers at Metcalf & provide (2) paging horns at Marion Savage.	9,105

The original Contract Value was.....	214,000
Sum of changes by prior Subcontract Change Orders.....	0
The Contract Value prior to this Subcontract Change Order was.....	214,000
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	9,105
The new Contract Value including this Subcontract Change Order will be.....	223,105
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Subcontract Change Order is.....	

CONTRACTOR

Address

BY

SIGNATURE

DATE

Olympic Communications, Inc.

SUBCONTRACTOR/VENDOR

8201 Central Avenue NE

Suite A

Spring Lake Park, MN 55432

Address

BY

SIGNATURE

DATE

BURNSVILLE – EAGAN – SAVAGE INDEPENDENT SCHOOL DISTRICT 191 HUMAN RESOURCES

AGENDA ITEM: III.A

To: Members of the Board of Education
Superintendent Joseph Gothard

From: Stacey Sovine
Executive Director of Human Resources

Date: May 26, 2016

RE: Resolution relating to the Termination and Nonrenewal of the Teaching Contracts of Probationary Certified Personnel at the close of the 2015 - 2016 school year.

RECOMMENDATION: It is the recommendation that the Board of Education adopt the following resolution:

BE IT RESOLVED, by the Board of Education of Independent School District 191, pursuant to Minnesota Statute § 122A.40 that the teaching contracts of the following licensed probationary teachers in Independent School District 191 be terminated at the end of the 2015 – 2016 school year.

Name	Location	FTE Amount
Mayne, Robert	BAHS	0.5 FTE
Shaw, Oksana	BHS/BAHS	1.0 FTE
Schmeichel, Matt	BHS/ERJH	1.0 FTE
Engle, Joseph	William Byrne	1.0 FTE
Vins, Marielle	William Byrne	1.0 FTE
Herkenhoff, Alyssa	William Byrne	1.0 FTE
Ashland, Nicholi	District Wide	1.0 FTE
Reid, Guynel	ECSE	1.0 FTE
Orstad, Tara	Eagle Ridge	1.0 FTE
Connell, Laura	Eagle Ridge	1.0 FTE
Hagel, Averyel	Eagle Ridge	1.0 FTE
Goebel, Arielle	Eagle Ridge	1.0 FTE
Mueske, Rebecca	Hidden Valley	1.0 FTE

Baranauckas, Charles	Hidden Valley	1.0 FTE
Paschall, Tamra	Metcalf	1.0 FTE
Franks, Alexander	Metcalf	1.0 FTE
Cates, Katie	MW Savage	1.0 FTE
McCartney, Veronica	MW Savage	1.0 FTE
Kerner, Cheryl	Edward Neill	1.0 FTE
Thies, Benjamin	Edward Neill	1.0 FTE
Olson, Rebecca	Edward Neill	1.0 FTE
Pettes, Julie	Edward Neill	0.9 FTE
Fiagle, Bethany	Edward Neill	1.0 FTE
Niffenegger, Kamala	Edward Neill	Release .30/retain .70
Gatzmeyer, Brady	Nicollet	0.6 FTE
Buske, Laura	Nicollet	0.4 FTE
Phillips, Jane	Nicollet	0.8 FTE
Dorle, Dianne	Gideon Pond	0.5 FTE
Mello, Michael	Gideon Pond	1.0 FTE
Schoeneck, Bethany	Gideon Pond	1.0 FTE
Manz, Grace	Rahn	1.0 FTE
Kennedy, Matt	Sky Oaks	1.0 FTE
Weise, Krista	Sky Oaks	1.0 FTE
Bien, Megan	Sky Oaks	1.0 FTE
Spanton, Jennifer	Sioux Trail	1.0 FTE
Kramer, Krista	Sioux Trail	1.0 FTE
Zimmerman, Kara	Vista View	1.0 FTE
Van Buskirk, Heather	Vista View	1.0 FTE
Mancini, Dominick	Vista View	1.0 FTE
Faust-Horn, Kristina	West Cluster	1.0 FTE

BE IT FURTHER RESOLVED, that written notice is sent to said teachers regarding termination and nonrenewal of his/her contract as provided by law.

**BURNSVILLE – EAGAN – SAVAGE
INDEPENDENT SCHOOL DISTRICT 191
HUMAN RESOURCES**

AGENDA ITEM: III.B

To: Members of the Board of Education
Superintendent Joseph Gothard

From: Stacey Sovine
Executive Director of Human Resources

Date: May 26, 2016

RE: Resolution Terminating Classified Clerical Staff

RECOMMENDATION: It is recommended that the Board of Education adopt the following resolution:

BE IT RESOLVED, by the Board of Education of Independent School District 191, that the following classified personnel are hereby laid off from their clerical positions, effective June 30, 2016.

Teresa Tanberg Diamondhead

Written notice shall be provided to each employee. Each clerical employee retains recall rights as per the Master Agreement.

BE IT FURTHER RESOLVED, by the Board of Education of Independent School District 191, that the following clerical position is eliminated effective July 1, 2016:

- 1 Clerical Level IV



**Agenda III.C.
May 26, 2016**

To: Board of Education, Members
From: Dr. Joe Gothard, Superintendent
Date: May 20, 2016
Re: Policies

Recommendation: Approve, on a first reading basis, Board Policies 101: *Legal Status of the School District*; 102: *Equal Educational Opportunity*; 401: *Equal Employment Opportunity*; 406: *Public and Private Personnel Data*; 413: *Harassment and Violence*; 508: *Extended School Year for Certain Students with Individualized Education Programs*; 525: *Violence Prevention*; 530: *Immunization Records*; 613: *Graduation Requirements*; 708: *Transportation of Nonpublic School Students*; 805: *Waste Reduction and Recycling*; and 902: *Community Use of School Facilities and Equipment (rescind KG & KG-R)*.

- Policies 101, 508, 525, and 530 have nonsubstantive changes.
- Policies 102, 401, 406, 413, 613, 708, and 805 were revised based on recommendations from MSBA and/or administration. Policies 413 and 613 require annual review.
- Policy 902 is replacing KG & KG-R.

The Board of Education and administration have reviewed these policies and recommend approval. Policies with revisions are attached for your review.

Adopted: 6/25/2015

Reviewed: 6/11/2015

Revised:

Rescinds:

Burnsville-Eagan-Savage School District Policy 101

101 LEGAL STATUS OF THE SCHOOL DISTRICT

I. PURPOSE

A primary principle of this nation is that the public welfare demands an educated and informed citizenry. The power to provide for public education is a state function vested in the state legislature and delegated to local school districts. The purpose of this policy is to clarify the legal status of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district is a public corporation subject to the control of the legislature, limited only by constitutional restrictions. The school district has been created for educational purposes.
- B. The legislature has authority to prescribe the school district's powers and privileges, its boundaries and territorial jurisdictions.
- C. The school district has only the powers conferred on it by the legislature; however, the school board's authority to govern, manage, and control the school district, to carry out its duties and responsibilities, and to conduct the business of the school district includes implied powers in addition to any specific powers granted by the legislature.

III. RELATIONSHIP TO OTHER ENTITIES

- A. The school district is a separate legal entity.
- B. The school district is coordinate with and not subordinate to the county(ies) in which it is situated.
- C. The school district is not subservient to municipalities within its territory.

IV. POWERS AND AUTHORITY OF THE SCHOOL DISTRICT

A. Funds

- 1. The school district, through its school board, has authority to raise funds for the operation and maintenance of its schools and authority to manage and expend such funds, subject to applicable law.

2. The school district has wide discretion over the expenditure of funds under its control for public purposes, subject to the limitations provided by law.
3. School district administrators/board members occupy a fiduciary position in the management and expenditure of funds entrusted to them.

B. Raising Funds

1. The school district shall, within the limitations specified by law, provide by levy of tax necessary funds for the conduct of schools, payment of indebtedness, and all proper expenses.
2. The school district may issue bonds in accordance with the provisions of Minn. Stat. Ch. 475, or other applicable law.
3. The school district has authority to accept gifts and donations for school purposes, subject to applicable law.

C. Property

1. The school district may acquire property for school purposes. It may sell, exchange, or otherwise dispose of property which is no longer needed for school purposes, subject to applicable law.
2. The school district shall manage its property in a manner consistent with the educational functions of the district.
3. The school district may permit the use of its facilities for community purposes which are not inconsistent with, nor disruptive of, its educational mission.
4. School district administrators/board members hold school property as trustees for the use and benefit of students, taxpayers, and the community.

D. Contracts

1. The school district is empowered to enter into contracts in the manner provided by law.
2. The school district has authority to enter into installment purchases and leases with an option to purchase, pursuant to Minn. Stat. § 465.71 or other applicable law.
3. The school district has authority to make contracts with other governmental agencies and units for the purchase, lease or other acquisition of equipment, supplies, materials, or other property, including real property.

4. The school district has authority to enter into employment contracts. As a public employer, the school district, through its designated representatives, shall meet and negotiate with public employees in an appropriate bargaining unit and enter into written collective bargaining agreements with such employees, subject to applicable law.

E. [Textbooks](#)Instructional Resources, Educational Materials, and Studies

1. The school district shall establish and apply the school curriculum.
2. The school district, through its school board and administrators, has the authority to determine what [textbooks](#)instructional resources, educational materials, and studies should be pursued.

F. Actions and Suits

The school district has authority to sue and to be sued.

Legal References: Minn. Const. art. 13, § 1
Minn. Stat. Ch. 123B (School Districts, Powers and Duties)
Minn. Stat. Ch. 179A (Public Employment Labor Relations)
Minn. Stat. § 465.035 (Conveyance or Lease of Land)
Minn. Stat. §§ 465.71; 471.345; 471.6161; 471.6175; 471.64 (Rights, Powers, Duties of Political Subdivisions)
Minnesota Association of Public Schools v. Hanson, 287 Minn. 415, 178 N.W.2d 846 (1970)
Independent School District No. 581 v. Mattheis, 275 Minn. 383, 147 N.W.2d 374 (1966)
Village of Blaine v. Independent School District No. 12, 272 Minn. 343, 138 N.W.2d 32 (1965)
Huffman v. School Board, 230 Minn. 289, 41 N.W.2d 455 (1950)
State v. Lakeside Land Co., 71 Minn. 283, 73 N.W.970 (1898)

Cross References: Burnsville-Eagan-Savage School District Policy 201 (Legal Status of School Board)
Burnsville-Eagan-Savage School District Policy 603 (Curriculum Development)
Burnsville-Eagan-Savage School District Policy 604 (Instructional Curriculum)
Burnsville-Eagan-Savage School District Policy 606 (~~Textbooks and Instructional Materials~~[Instructional Resources](#))
[Burnsville-Eagan-Savage School District Policy 704 \(Development and Maintenance of an Inventory of Fixed Asset Accounting System\)](#)
Burnsville-Eagan-Savage School District Policy 705 (Investments)
Burnsville-Eagan-Savage School District Policy 706 (Acceptance of Gifts)
Burnsville-Eagan-Savage School District Policy 801 (Equal Access to School Facilities)
MSBA Service Manual, Chapter 3, Employee Negotiations

MSBA Service Manual, Chapter 13, School Law Bulletin “F” (Contract and Bidding Procedures)

Adopted: 10/1999
 Reviewed: 6/11/2015
 Revised: 6/25/2015
 Rescinds: AC

Burnsville-Eagan-Savage School District Policy 102

102 EQUAL EDUCATIONAL OPPORTUNITY

I. PURPOSE

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district's policy is to provide equal educational opportunity for all students. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, gender identity, marital status, parental status, status with regard to public assistance, disability, sexual orientation or age. The school district also makes reasonable accommodations for disabled students.
- B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence.
- C. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- D. Every school district employee is responsible to comply with and ensure compliance with this policy ~~conscientiously~~.
- E. Any student, parent or guardian having ~~any a~~ questions regarding this policy should discuss ~~them it~~ with the Assistant Superintendent ~~for Teaching and Learning~~.

Legal References: Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
 20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)
 42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

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

Burnsville-Eagan-Savage School District Policy 413 (Harassment and Violence)

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

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

Adopted: 11/1983
Reviewed: 12/03/2015
Revised: 04/2014, 12/17/2015
Rescinds:

Burnsville-Eagan-Savage School District Policy 401

401 EQUAL EMPLOYMENT OPPORTUNITY

I. PURPOSE

The purpose of this policy is to provide equal employment opportunity for all applicants for Independent School District 191 employment and school district employees.

II. GENERAL STATEMENT OF POLICY

- A. The school district's policy is to provide equal employment opportunity for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, gender identity, marital status, status with regard to public assistance, disability, sexual orientation, age, family care leave status, or veteran status. The school district also makes reasonable accommodations for disabled employees.
- B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.
- C. This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities, or privileges of employment.
- D. Every school district employee ~~is~~ shall be responsible for following this policy.
- E. Any person having a question regarding this policy should discuss it with the Executive Director of Human Resources.

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
 29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
 29 U.S.C. § 2615 (Family and Medical Leave Act)
 38 U.S.C. § 4211 *et seq.* (Employment and Training of Veterans)
 38 U.S.C. § 4301 *et seq.* (Employment and Reemployment Rights of Members of the Uniformed Services)
 42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
 42 U.S.C. § 12101 *et seq.* (Equal Opportunity for Individuals with Disabilities)

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

Nondiscrimination)

Burnsville-Eagan-Savage School District Policy 405 (Veteran's Preference)

Burnsville-Eagan-Savage School District Policy 413 (Harassment and Violence)

Adopted: 12/03
Reviewed:
Revised: 11/04, 6/14
Rescinds: GBLA

Burnsville-Eagan-Savage School District Policy 406

406 PUBLIC AND PRIVATE PERSONNEL DATA

I. PURPOSE

The purpose of this policy is to provide guidance to Independent School District 191 employees as to the data the school district collects and maintains regarding its personnel.

II. GENERAL STATEMENT OF POLICY

- A. All data on individuals collected, created, received, maintained or disseminated by Independent School District 191, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district.
- B. All other data on individuals is private or confidential.

III. DEFINITIONS

- A. "Public" means that the data is available to anyone who requests it.
- B. "Private" means the data is available to the subject of the data and to school district staff who need it to conduct the business of the school district.
- C. "Confidential" means the data is not available to the subject.
- D. "Personnel data" means government data on individuals collected because they are or were employees of the school district, applicants for employment, volunteers or independent contractors for the school district, or members of or applicants for an advisory board or commission.
- E. "Finalist" means an individual who is selected to be interviewed by the school board for a position.
- F. "Protected health information" means individually identifiable health information transmitted in electronic form by a school district acting as a health care provider. "Protected health information" excludes health information in education records covered by FERPA and employment records held by a school district in its role as employer.

- G. “Public officials” means business managers; human resource directors; athletic directors whose duties include at least 50 percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; and individuals defined as superintendents and principals.

IV. PUBLIC PERSONNEL DATA

- A. The following information on employees, including volunteer and independent contractors, is public:
 1. name;
 2. employee identification number, which may not be the employee’s social security number;
 3. actual gross salary;
 4. salary range;
 5. terms and conditions of employment relationship;
 6. contract fees;
 7. actual gross pension;
 8. the value and nature of employer-paid fringe benefits;
 9. the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;
 10. job title;
 11. bargaining unit;
 12. job description;
 13. education and training background;
 14. previous work experience;
 15. date of first and last employment;
 16. the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;
 17. the final disposition of any disciplinary action, as defined in Minn. Stat. §13.43, Subd. 2(b), together with the specific reasons for the action and

data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school district;

18. the complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money, and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;
 19. work location;
 20. work telephone number;
 21. badge number;
 22. work-related continuing education;
 23. honors and awards received;
 24. payroll time sheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.
- B. The following information on applicants for employment or advisory board/commission is public:
1. veteran status;
 2. relevant test scores;
 3. rank on eligible list;
 4. job history;
 5. education and training; and
 6. work availability;
- C. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when they become finalists for an employment position.
- D. Regardless of whether there has been a final disposition as defined in Minn. Stat. §13.43, Subd.2 (b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minn. Stat. 13.43, Subd. 2(e), or if a public

official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources.

- E. According to Minn. Stat. Section 13.43, subd. 2 (f)(1)(2), data relating to a complaint or charge against a public official is public only if: (1) the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or (2) potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement. Data that is classified as private under another law is not made public by this provision.

V. PRIVATE PERSONNEL DATA

- A. All other personnel data is private and will only be shared with school district staff whose work requires such access. Private data will not be otherwise released unless authorized by law or by the employee's informed written consent.
- B. Data pertaining to an employee's dependents is private data on individuals.
- C. Data created, collected, or maintained by the school district to administer employee assistance programs are private.
- D. An individual's checking account number is private when submitted to a government entity.
- ~~E~~ Personal data may be disseminated to labor organizations to the extent the school district determines it is necessary for the labor organization to conduct its business or when ordered or authorized by the Commissioner of the Bureau of Mediation Services.
- ~~EF~~. Independent School District 191 may display a photograph of a current or former employee to prospective witnesses as part of the school district's investigation of any complaint or charge against the employee.
- ~~FG~~. Independent School District 191 may, if the responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:
 1. The person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;
 2. A pre-petition screening team conducting an investigation of the employee under Minn. Stat. §253.07, Subd. 1; or
 3. A court, law enforcement agency or prosecuting authority.

- ~~GH~~. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of such a crime or alleged crime.
- ~~HI~~. A complainant has access to a statement provided by the complainant to be school district in connection with a complaint or charge against an employee.
- ~~IJ~~. When allegations of sexual or other types of harassment are made against an employee, the employee shall not have access to data that would identify the complainant or other witnesses if the school district determines that the employee's access to that data would:
1. threaten the personal safety of the complainant or a witness; or
 2. subject the complainant or witness to harassment.
- If a disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary for the employee to prepare for the proceeding.
- ~~JK~~. Independent School District 191 shall make any report to the board of teaching or the state board of education as required by Minn. Stat. §122A.20, Subd. 2, and shall, upon written request from the licensing board having jurisdiction over a teacher's license, provide the licensing board with information about the teacher from the school district's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minn. Stat. §122A.20, Subd. 2.
- ~~KL~~. Private personnel data shall be disclosed to the department of economic security for the purpose of administration of the unemployment insurance program under Minn. Ch. 268.
- ~~LM~~. When a report of alleged maltreatment of a student in a school is made to the Commissioner of Minnesota Department of Education, data that are relevant and collected by the school about the person alleged to have committed maltreatment must be provided to the Commissioner on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personnel data may be released for purposes of informing a parent, legal guardian, or custodian of a child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- ~~MN~~. The school district shall release to a requesting school district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if an investigation conducted by or on behalf of the school district or law enforcement affirmed the allegations in writing

prior to release and the investigation resulted in the resignation of the subject of the data; or the employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employer informed the employee in writing, before the employee resigned, that if the employee resigns while the complaint or charge is still pending, the employer must release private personnel data about the employee's alleged sexual contact with a student to a school district or charter school requesting the data after the employee applies for employment with that school district or charter school and the data remain classified as provided in Minn. Stat. Ch. 13. Data that are released under this paragraph must not include data on the student.-

- ~~NO.~~ The identity of an employee making a suggestion as part of an organized self-evaluation effort by the school district to cut costs, make the school district more efficient, or to improve school district operations is private.
- ~~PO.~~ Health information on employees is private unless otherwise provided by law. To the extent that the school district transmits protected health information, the school district will comply with all privacy requirements.
- ~~PQ.~~ Personal home contact information for employees may be used by the school district and shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school district or government entity.
- ~~QR.~~ The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school district and a contractor or subcontractor entered on or after August 1, 2012, are private data. These data must be shared with another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.
- S. When a teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual abuse or when the Commissioner of the Minnesota Department of Education (MDE) makes a final determination of child maltreatment involving a teacher, the executive director of human resources or designee must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under Minn. Stat. § 13.41, Subd. 5, and must provide the Board of Teaching and the licensing division at MDE with the necessary and relevant information to enable the Board of Teaching and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check required under Minn. Stat. § 123B.03, a school board or other school hiring authority must contact the Board of Teaching and MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment

determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school district must disseminate to another school district private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

VI. MULTIPLE CLASSIFICATIONS

If data on individuals is classified as both private and confidential by Minn. Stat. Chap. 13, or any other state or federal law, the data ~~is~~are private.

VII. CHANGE IN CLASSIFICATIONS

~~The classification of data in the possession of~~ Independent School District 191 shall change ~~if it the school district~~the classification of data in its possession if it is required to do so to comply with other judicial or administrative rules pertaining to the conduct of legal actions or with a specific statute applicable to the data in the possession of the disseminating or receiving agency.

VIII. RESPONSIBLE AUTHORITY

The school district has designated Stacey Sovine, executive director of human resources as the authority responsible for personnel data. If you have any questions, contact him at 952-707-2010.

IX. EMPLOYEE AUTHORIZATION/RELEASE FORM

An employee authorization form is included as an addendum to this policy.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

Minn. Stat. §13.02 (Definitions)

Minn. Stat. §13.37 (General Nonpublic Data)

Minn. Stat. §13.39 (Civil Investigation Data)

Minn. Stat. §13.43 (Personnel Data)

Minn. Stat. § 13.601, Subd. 3 (Elected and Appointed Officials)

Minn. Stat. §122A.20, Subd. 2 (Mandatory Reporting)

Cross References:

Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)

Policy 515 (Protection and Privacy of Pupil Records)

MSBA Service Manual, Chapter 13, School Law Bulletin “I” (School Records – Privacy –

Access to Data)

Adopted: 03/94

Burnsville-Eagan-Savage School District Policy 413

Reviewed:

Revised: 6/07, 4/13, 6/14, 4/1/2016

Rescinds: JBA-ACA, ACA & ACA-R

413 HARASSMENT AND VIOLENCE

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, gender identity, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, gender identity, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability. The school district prohibits any form of harassment or violence on the basis of race, color, creed, religion, national origin, sex, gender identity, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.
- B. A violation of this policy occurs when any pupilstudent, teacher, administrator, or other school district personnel ~~of the school district~~ harasses a pupilstudent, teacher, administrator, or other school district personnel or group of pupilsstudents, teachers, administrators, or other school district personnel through conduct or communication based on a person's race, color, creed, religion, national origin, sex, gender identity, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability, as defined by this policy. (For purposes of this policy, school district personnel includes school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)
- C. A violation of this policy occurs when any pupilstudent, teacher, administrator, or other school district personnel ~~of the school district~~ inflicts, threatens to inflict, or attempts to inflict violence upon any pupilstudent, teacher, administrator, or other school district personnel or group of pupilsstudents, teachers, administrators, or other school district personnel based on a person's race, color, creed, religion, national origin, sex, gender identity, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.
- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's race, color, creed,

religion, national origin, sex, gender identity, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability, and to discipline or take appropriate action against any ~~pupil~~student, teacher, administrator, or other school personnel who is found to have violated this policy.

III. DEFINITIONS

A. “Assault” is:

1. an act done with intent to cause fear in another of immediate bodily harm or death;
2. the intentional infliction of or attempt to inflict bodily harm upon another; or
3. the threat to do bodily harm to another with present ability to carry out the threat.

B. “Harassment” prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual’s or group of individuals’ race, color, creed, religion, national origin, sex, gender identity, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability when the conduct:

1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual’s work or academic performance; or
3. otherwise adversely affects an individual’s employment or academic opportunities.

C. “Immediately” means as soon as possible but in no event longer than 24 hours.

D. Protected Classifications; Definitions

1. “Disability” means any condition or characteristic that renders a person a disabled person. A disabled person is any person who:
 - a. has a physical, sensory, or mental impairment which materially limits one or more major life activities;
 - b. has a record of such an impairment; or
 - c. is regarded as having such an impairment.
2. “Familial status” means the condition of one or more minors being

domiciled with:

- a. their parent or parents or the minor's legal guardian; or
 - b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
3. "Marital status" means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
 4. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors.
 5. "Sex" includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
 6. "Sexual orientation" means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness. "Sexual orientation" does not include a physical or sexual attachment to children by an adult.
 7. "Status with regard to public assistance" means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.

E. "Remedial response" means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.

F. Sexual Harassment; Definition

1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or

- b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
 - c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
- 2. Sexual harassment may include, but is not limited to:
 - a. unwelcome verbal harassment or abuse;
 - b. unwelcome pressure for sexual activity;
 - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of ~~pupil~~students(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;
 - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
 - e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
 - f. unwelcome behavior or words directed at an individual because of gender.

~~GF.~~ Sexual Violence; Definition

- 1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minn. Stat. § 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.
- 2. Sexual violence may include, but is not limited to:
 - a. touching, patting, grabbing, or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
 - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;

- c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
- d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

HG. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to, race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.

IV. REPORTING PROCEDURES

A. ~~A.~~—Any person who believes he or she has been the target or victim of harassment or violence on the basis of race, color, creed, religion, national origin, sex, gender identity, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability by a ~~pupil~~student, teacher, administrator, or other school district personnel ~~of the school district~~, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a ~~pupil~~student, teacher, administrator, or other school district personnel or group of ~~pupils~~students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct which may constitute harassment or violence 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 supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.

A.C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to 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.

DB. In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the school district human rights officer by the reporting party or complainant. ~~School district~~

~~personnel who fail to inform the building report taker of a report of harassment or violence in a timely manner may be subject to disciplinary action. 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 a primary contact on policy and procedural matters.~~

~~E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.~~

~~FE.~~ Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.

~~GD.~~ In the District. The school board hereby designates the executive director of human resources as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.

~~HE.~~ The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.

~~IF.~~ Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, or work assignments, or educational or work environment.

~~JG.~~ Use of formal reporting forms is not mandatory.

~~KH.~~ Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.

~~L.~~ The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible,

consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.

N. False accusations or reports of violence or harassment against another person are prohibited.

O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

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

Consequences for other individuals engaging in prohibited acts of violence or harassment may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

V. INVESTIGATION

A. By authority of the school district, the human rights officer, ~~upon~~ within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall ~~immediately~~ undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.

B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding

circumstances.

- D. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, ~~pupils~~students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

- A. Upon completion of ~~the an~~ investigation that determines a violation of this policy 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 behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulation.
- B. ~~The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy. 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 targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.~~
- C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) 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 acts of harassment or violence.

VII. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any ~~pupil~~student, teacher, administrator, or other school district personnel who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged harassment or violence prohibited by this policy, ~~or any person~~ who testifies, assists, or participates in an investigation of retaliation or alleged harassment or violence, or who testifies, assists, or participates in a proceeding or hearing relating to such harassment or violence. 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 harassment or violence. Remedial responses to the harassment or violence shall be tailored to the particular incident and nature of the conduct.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

IX. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minn. Stat. § 626.556 may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to ~~pupils~~students and staff members.
- B. This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial entering into the person's employment contract with the school district.
- C. This policy shall appear in the student handbook.
- D. The school district will develop a method of discussing this policy with students and employees.
- E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited

to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

- F. This policy shall be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
 Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
[Minn. Stat. § 121A.031 \(School Student Bullying Policy\)](#)
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
 Minn. Stat. § 609.341 (Definitions)
 Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
 20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
 29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
 29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
 42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
 42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
 42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
 42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
 MSBA/MASA Model Policy 401 (Equal Employment Opportunity)
 MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
 MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
 MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
 MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
 MSBA/MASA Model Policy 506 (Student Discipline)
[MSBA/MASA Model Policy 514 \(Bullying Prohibition Policy\)](#)
 MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
 MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
 MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)
 MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
 MSBA/MASA Model Policy 525 (Violence Prevention)
[MSBA/MASA Model Policy 526 \(Hazing Prohibition\)](#)
 MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

INDEPENDENT SCHOOL DISTRICT NO. 191
HARASSMENT AND VIOLENCE REPORT FORM

General Statement of Policy Prohibiting Harassment and Violence

Independent School District No. 191 maintains a firm policy prohibiting all forms of discrimination. Harassment or violence against students or employees or groups of students or employees on the basis of race, color, creed, religion, national origin, sex, gender identity, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability is strictly prohibited. All persons are to be treated with respect and dignity. Harassment or violence on the basis of race, color, creed, religion, national origin, sex, gender identity, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability by any pupil, teacher, administrator, or other school personnel, which create an intimidating, hostile, or offensive environment will not be tolerated under any circumstances.

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

Date of Alleged Incident(s) _____

Basis of Alleged Harassment/Violence - circle as appropriate: race \ color \ creed \ religion \ national origin \ sex \ gender identity \ age \ marital status \ familial status \ status with regard to public assistance \ sexual orientation \ disability

Name of person you believe harassed or was violent toward you or another person or group.

If the alleged harassment or violence was toward another person or group, identify that person or group. _____

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

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

List any witnesses that were present _____

This complaint is filed based on my honest belief that _____ has harassed or has been violent to me or to another person or group. I hereby certify that the information I have provided in this complaint is true, correct, and complete to the best of my knowledge and belief.

(Complainant Signature)

(Date)

Received by _____

(Date)

Adopted: 12/3/2015
 Reviewed: 11/19/2015
 Revised:
 Rescinds:

Burnsville-Eagan-Savage School District Policy 508

508 EXTENDED SCHOOL YEAR FOR CERTAIN STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS

I. PURPOSE

The purpose of this policy is to ensure that Independent School District 191 complies with the overall requirements of law as mandated for certain students subject to individualized education program (IEP) plans when necessary to provide a free appropriate public education (FAPE).

II. GENERAL STATEMENT OF POLICY

- A. Extended School Year Services Must Be Available to Provide a FAPE. The District shall provide extended school year (ESY) services to a student who is the subject of an IEP if the student's IEP team determines the services are necessary during a break in instruction in order to provide a FAPE.
- B. Extended School Year Determination. At least annually, the IEP team must determine that a student is in need of ESY services if the student meets any of the following conditions:
 - 1. There will be significant regression of a skill or acquired knowledge from the student's level of performance on an annual goal that requires more than the length of the break in instruction to recoup unless the IEP team determines a shorter time for recoupment is more appropriate; OR
 - 2. Services are necessary for the student to achieve a reasonable degree of personal independence or self-sufficiency typically identified in the annual IEP goals for a student requiring a functional curriculum because of the critical nature of the skill addressed by an annual goal, the student's age and level of development, and the timeliness for teaching the skill; OR
 - 3. The IEP team otherwise determines, given the student's unique needs, that ESY services are necessary to ensure the pupil receives a FAPE.
- C. Required Factors Schools Must Consider in Making ESY Determinations. The IEP team must decide ESY eligibility using information including:
 - 1. Prior observations of the student's regression and recoupment over the summer;
 - 2. Observations of the student's tendency to regress over extended breaks in

instruction during the school year; and

3. Experience with other students with similar instructional needs.

D. Additional Factors to Consider, Where Relevant. In making its determination of ESY needs, the following factors must be considered, where relevant:

1. The student's progress and maintenance of skills during the regular school year.
2. The student's degree of impairment.
3. The student's rate of progress.
4. The student's behavioral or physical problems.
5. The availability of alternative resources.
6. The student's ability and need to interact with nondisabled peers.
7. The areas of the student's curriculum which need continuous attention.
8. The student's vocational needs.

E. No Unilateral Decisions. In the course of providing ESY services to children with disabilities, the school district may not unilaterally limit the type, amount, or duration of those services.

F. Services to Nonresident Students Temporarily Placed in School District. A school district may provide ESY services to nonresident children with disabilities temporarily placed in the school district in accordance with applicable state law.

Legal References: Minn. Stat. § 125A.14 (Extended School Year)
 Minn. Rules Part 3525.0755
 20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
 34 C.F.R. Part 300 ([IDEA Regulations](#))

Cross References:

Adopted: 10/22/2015
 Reviewed: 10/8/2015
 Revised:
 Rescinds:

Burnsville-Eagan-Savage School District Policy 525

525 VIOLENCE PREVENTION

I. PURPOSE

The purpose of this policy is to identify measures that the school district will take in an attempt to maintain a learning and working environment that is free from violent and disruptive behavior.

The school board is committed to promoting healthy human relationships and learning environments that are physically and psychologically safe for all members of the school community. It further believes that students are the first priority and they should be protected from physical or emotional harm during school activities and on school grounds, buses, or field trips while under school district supervision.

II. GENERAL STATEMENT OF POLICY

- A. The school district will enforce its weapons policy. ~~(Policy 501).~~
- B. The school district will act promptly in investigating all acts, or formal or informal complaints, of violence and take appropriate disciplinary action against any student or staff member who is found to have violated this policy or any related policy.
- C. The administration will periodically review discipline policies and procedures, prepare revisions if necessary, and submit them to the school board for review and adoption.
- D. The school district will implement violence prevention strategies to promote safe and secure learning environments, to diminish violence in our schools, and to aid in the protection of children whose health or welfare may be jeopardized through acts of violence.

III. IMPLEMENTATION OF POLICY

- A. The school board will review and approve policies to prevent and address violence in our schools. The superintendent or designee will develop procedures to effectively implement the school weapons and violence prevention policies. It shall be incumbent on all students and staff to observe all policies and report violations to the school administration.
- B. The school board and administration will inform staff and students annually of

policies and procedures related to violence prevention and weapons.

- C. The school district will act promptly to investigate all acts and formal and informal complaints of violence and take appropriate disciplinary action against any student or staff member who is found to have violated this policy or any related policy.
- D. The consequences set forth in the school weapons policy (Policy 501) will be imposed upon any student or nonstudent who possesses, uses or distributes a weapon when in a school location.
- E. The consequences set forth in the school hazing policy (Policy 526) will be imposed upon any student or staff member who commits an act against a student or staff member; or coerces a student or staff member into committing an act, that creates a substantial risk of harm to a person in order for the student or staff member to be initiated into or affiliated with an organization, or for any other purpose.
- F. Students with disabilities may be expelled for behavior unrelated to their disabilities, subject to the procedural safeguards required by the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, and the Pupil Fair Dismissal Act.
- G. Procedures will be developed for the referral of any person in violation of this policy or the weapons policy to the local law enforcement agency in accordance with Minn. Stat. § 121A.05.
- H. Students who wear objectionable emblems, signs, words, objects, or pictures on clothing communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership or that approves, advances, or provokes any form of religious, racial, or sexual harassment or violence against other individuals as defined in the harassment and violence policy (Policy 413) will be subject to the procedures set forth in the student dress and appearance policy (Policy 504). “Gang” as used in this policy means any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. A “pattern of gang activity” means the commission, attempt to commit, conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.
- I. This policy is not intended to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane, denote gang affiliation, advocate

harassment or violence against others, are likely to disrupt the education process, or cause others to react in a violent or illegal manner (Policy 504).

IV. PREVENTION STRATEGIES

The school district will implement prevention strategies to promote safe and secure learning environments, to diminish violence in our schools, and to aid in the protection of children whose health or welfare may be jeopardized through acts of violence. Strategies will include but are not limited to:

- A. ~~Adopt~~ Maintain a district crisis management policy to address potential violent crisis situations in the district.
- B. Provide training in recognition, prevention, and safe responses to violence and development of a positive school climate.
- C. In-service training for personnel in aspects of reporting, visibility, and supervision as deterrents to violence.
- D. Promote student safety responsibility by encouraging the reporting of suspicious individuals and unusual activities on school grounds.
- E. Establish clear school rules that prevent and deter violence.
- F. Develop cross-cultural awareness programs to unify students of all cultures and backgrounds, to develop mutual respect and understanding of shared experiences and values among students, and to promote the message of inclusion.
- G. Develop a student photo or name identification system for quick identification of the student in case of emergency.
- H. Develop a staff photo or name identification system using identification badges for quick identification of unauthorized people on campus.
- I. Require all visitors to check-in the main office upon their arrival and state their business at the school. A visitor badge may be issued for easy identification that the visitor is authorized to be present in the school building.

V. STUDENT SUPPORT

- A. Students will have access to school-based student service professionals, when available, including counselors, nurses, social workers, and psychologists who are knowledgeable in methods to assist students with violence prevention and intervention.
- B. Students will be apprised of school board policies designed to protect their personal safety.

- C. Students will be provided with information as to school district and building rules regarding weapons and violence.
- D. Students will be informed of resources for violence prevention and proper reporting.

VI. PERSONNEL

- A. School district personnel shall comply with all policies related to violence prevention.
- B. School district personnel shall be knowledgeable of violence prevention policies and report any violation to school administration immediately. School district personnel will be informed annually as to school district and building rules regarding weapons and violence prevention.
- C. School district personnel or agents of the school district shall not engage in emotionally abusive acts including malicious shouting, ridicule, and/or threats or other forms of corporal punishment (Policy 507).

Legal References: Minn. Stat. § 13.43, Subd. 16 (School District or Charter School Disclosure of Violence or Inappropriate Sexual Contact)
Minn. Stat. § 120B.22 (Violence Prevention Education)
[Minn. Stat. § 121A.035 \(Crisis Management Policy\)](#)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.05 (Policy to Refer Firearms Possessor)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
~~Minn. Stat. § 121A.57 (Crisis Management Policy)~~
Minn. Stat. § 121A.64 (Notification)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. § 181.967, Subd. 5 (School District Disclosure of Violence or Inappropriate Sexual Contact)
18 U.S.C. § 921 (Definition of Firearm)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
Stephenson v. Davenport Cmty. Sch. Dist., 110 F.3d 1303 (8th Cir. 1997)
McIntire v. Bethel School, 804 F.Supp. 1415, 78 Educ. L.Rep. 828 (W.D. Okla. 1992)
Olesen v. Board of Educ. of Sch. Dist. No. 228, 676 F.Supp. 820, 44 Educ. L.Rep. 205 (N.D. Ill. 1987)

Cross References: Burnsville-Eagan-Savage School District Policy 413 (Harassment and Violence)

Burnsville-Eagan-Savage School District Policy 501 (School Weapons Policy)

Burnsville-Eagan-Savage School District Policy 504 (Student Dress and Appearance)

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

Burnsville-Eagan-Savage School District Policy 507 (Corporal Punishment)

Burnsville-Eagan-Savage School District Policy 514 (Bullying Prohibition Policy)

Burnsville-Eagan-Savage School District Policy 526 (Hazing Prohibition)

Burnsville-Eagan-Savage School District Policy 529 (Staff Notification of Violent Behavior by Students)

Adopted: 1/1999
Reviewed: 1/14/2016
Revised: 6/2009, 1/28/2016
Rescinds: JHCB

Burnsville-Eagan-Savage School District Policy 530

530 IMMUNIZATION REQUIREMENTS

I. PURPOSE

The purpose of this policy is to require that all students receive the proper immunizations or show appropriate exemption as mandated by the MN Immunization law to ensure the health and safety of all students.

II. GENERAL STATEMENT OF POLICY

All students enrolled in Independent School District 191 are required to provide proof of immunizations, or appropriate documentation exempting the student from such immunizations, and such other data necessary to ensure that the student is free from any communicable diseases, as a condition of enrollment.

III. STUDENT IMMUNIZATION REQUIREMENTS

- A. No student may be enrolled or remain enrolled, on a full-time, part-time, or shared-time basis, in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted to the designated school district administrator the required proof of immunizations or documentation of exemption. Prior to the student's first date of attendance, the student or the student's parent or guardian shall provide to the designated school district administrator one of the following statements:
 - 1. a statement, from a physician or a public clinic which provides immunizations, stating that the student received the immunizations required by law indicating the month, day and year each immunization was administered; or
 - 2. a statement, from a parent or guardian, physician or a public clinic which provides immunizations, stating that the student received the primary schedule of immunizations required by law and has commenced a schedule of the remaining required immunizations, indicating the month, day and year each immunization was administered and is in the process of completing the series within eight months
- B. The parent or guardian of persons receiving instruction in a home school shall submit one of the statements set forth in Section III.A. above, or statement of exemption from immunizations set forth in Section IV., below, to the superintendent or designee of the school district by October 1 of the first year of

their home schooling in Minnesota and the grade 7 year.

- C. When evidence of the presence of a communicable disease exists or when required by any state or federal agency and/or state or federal law, students and/or their parents or guardians may be required to submit such other health care data as is necessary to ensure that the student has received any necessary immunizations and/or is free of any communicable diseases. No student may be enrolled or remain enrolled in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted the required data.
- D. If a person who is not a Minnesota resident enrolls in a school district online learning course or program that delivers instruction to the person only by computer and does not provide any teacher or instructor contact time or require classroom attendance, the person is not subject to the immunization, statement, and other requirements of this policy.

IV. EXEMPTIONS FROM IMMUNIZATION REQUIREMENTS

Students will be exempt from the foregoing immunization requirements under the following circumstances:

- A. The parent or guardian of a minor student or an emancipated student submits a physician's signed statement stating that the immunization of the student is contraindicated for medical reasons or that laboratory confirmation of the presence of adequate immunity exists; or
- B. The parent or guardian of a minor student or an emancipated student submits his or her notarized statement stating the student has not been immunized because of the conscientiously held beliefs of the parent, guardian or student.

V. NOTICE OF IMMUNIZATION REQUIREMENTS

- A. The school district will develop and implement a procedure to:
 - 1. Notify parents/guardians and students of the immunization and exemption requirements by use of a form approved by the Department of Health;
 - 2. Notify parents/guardians and students of the consequence for failure to provide required documentation regarding immunizations;
 - 3. Review student health records to determine whether the required information has been provided; and
 - 4. Make reasonable arrangements to send a student home when the immunization requirements have not been met and advise the student and/or the student's parent or guardian of the conditions for re-enrollment.

VI. IMMUNIZATION RECORDS

- A. The school district will maintain a file containing the immunization records for each student in attendance at the school district for at least five years after the student attains the age of majority.
- B. Upon request, the school district may exchange immunization data with persons or agencies providing services on behalf of the student. Immunization data is private student data and disclosure of such data shall be governed by Policy 515, Protection and Privacy of Pupil Records.
- C. The designated school district administrator will assist a student and/or the student's parent or guardian in the transfer of the student's immunization file to the student's new school within 30 days of the student's transfer.
- D. Upon request of a public or private post-secondary educational institution, the designated school district administrator will assist in the transfer of the student's immunization file to the post-secondary educational institution.

Legal References: Minn. Stat. § 13.32 (Educational Data)
 Minn. Stat. § 121A.15 (Health Standards; Immunizations; School Children)
 Minn. Stat. § 121A.17 (School Board Responsibilities)
 Minn. Stat. § 144.29 (Health Records; Children of School Age)
 Minn. Stat. § 144.3351 (Immunization Data)
 Minn. Stat. § 144.441 (Tuberculosis Screening in Schools)
 Minn. Stat. § 144.442 (Testing in Schools)
 Minn. Rules Parts 4604.0100-4604.~~1000~~1020 (Immunization)
McCarthy v. Ozark Sch. Dist., 359 F.3d 1029 (8th Cir. 2004)
 Op. Atty. Gen. 169-W (July 23, 1980)
 Op. Atty. Gen. 169-W (Jan. 17, 1968)

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

Adopted: 4/1997

Burnsville-Eagan-Savage School District Policy 613

Reviewed: 9/24/2015

Revised: 10/8/2015, 05/06/2016

Rescinds: IKF

613 GRADUATION REQUIREMENTS

I. PURPOSE

The purpose of this policy is to set forth requirements for graduation from the school district.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is that all students entering grade 9-8 in the 20112-20123 school year and earlier must satisfactorily complete, as determined by the school district, all credit requirements, all state academic standards, or local standards where state standards do not apply, and successfully pass graduation examinations, as required, in order to graduate. For students entering grade 9-8 in the 20123-20134 school year and later, the school district's policy is that students must demonstrate, as determined by the school district, their satisfactory completion of the credit requirements and their understanding of academic standards ~~on a nationally normed college entrance exam~~. The school district must adopt graduation requirements that meet or exceed state graduation requirements established in law or rule.

III. DEFINITIONS

- A. "Academic standard" means: (1) a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, or the arts, or (2) a locally adopted expectation for student learning in health, the arts, career and technical education, or world languages.
- B. "Credit" means a student's successful completion of a semester of study or a student's mastery of the applicable subject matter, as determined by the school district.
- C. "Section 504 Accommodation" means the defined appropriate accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.
- D. "Individualized Education Program" or "IEP" means a written statement developed for a student eligible by law for special education and services.
- E. "English language learners" or "EL" student means an individual whose first language is not English and whose test performance may be negatively impacted by lack of English language proficiency.

- F. “GRAD” means the graduation-required assessment for diploma that measures the reading, writing, and mathematics proficiency of high school students.

IV. TEST-DISTRICT ASSESSMENT ADMINISTRATOR

The district shall name a staff member as the school district test-assessment administrator. Said person shall be in charge of all test procedures.

V. GRADUATION ASSESSMENT REQUIREMENTS

This table outlines the requirements for meeting graduation assessment requirements based on when students first enrolled in grade 8. The requirements for students first enrolled in grade 8 in 2012-13 and later have been revised based on current legislation:

- These students are no longer required to participate in the series of Career and College Assessments.
- Districts must provide students the opportunity to participate in a national college entrance exam during the school day. The college entrance exam is not provided through a statewide administration.
- All students must be offered the opportunity but are not required to participate.

First Enrolled in Grade 8 In 2010-11 or Earlier (Likely students older than grade 12 in school year 2015-16)	First Enrolled in Grade 8 In 2011-12 (Likely grade 12 student in school year 2015-16)	First Enrolled in Grade 8 In 2012-13 (Likely grade 11 student and younger in school year 2015-16)
Meet requirements through any combination of the three options below as long as met in each subject (writing, reading, and mathematics): Meet or have met district graduation requirements OR Take or have taken ACT/WorkKeys/ACT Compass/ Armed Services Vocational Aptitude Battery (ASVAB) OR Have received score on equivalent assessment	Took the grade 11 ACT Plus Writing during the statewide administration in 2014-15 to meet requirements in writing, reading and mathematics. If unable to participate in the grade 11 ACT Plus Writing statewide administration or receive a valid score in each subject, meet the graduation assessment requirements in each subject through an combination of the options outlined in the first column.	Be provided the opportunity to participate in a district provided college entrance exam in grade 11 or grade 12.

(district determined)

*GRAD alternate routes refers to mathematics alternative pathway (only for students enrolled in grade 8 through 2009-10), individual passing score, EL exemption, and pass other state (reciprocity).

<u>First Enrolled in Grade 8 In 2010-11 or 2011-12</u> <u>(Likely grade 12 students and older in school year 2015-16)</u>	<u>First Enrolled in Grade 8 In 2012-13 and Later</u> <u>(Likely grade 11 students and younger in school year 2015-16)</u>
<u>Meet requirements through any combination of the options below as long as met in each subject (reading, writing, and mathematics):</u> • <u>Took The ACT Plus Writing in grade 11 in 2014-14 and received a composite score and a writing score; OR</u> • <u>Meet or have met graduation assessment requirements through routes related to the Graduation-Required Assessments for Diploma (GRAD)*; OR</u> • <u>Take or have taken The ACT, the WorkKeys, the Compass, or the Armed Services Vocational Aptitude Battery (ASVAB); OR</u> • <u>Meet or have met district alternative, equivalent assessment to satisfy the graduation assessment requirements.</u> <u>*GRAD routes outlined in 2015-16 Procedures Manual for the Minnesota Assessments, p. 33</u>	• <u>Be provided the opportunity to participate in a district provided college entrance exam in grade 11 or grade 12; AND</u> • <u>Be provided assistance, no later than grade 9, in exploration and planning activities for career interests or post-secondary education; AND</u> • <u>Have a record of progress toward career and college readiness on the high school transcripts.</u>

VI. GRADUATION CREDIT REQUIREMENTS

- A. Students beginning 9th grade in the 201~~21~~-201~~32~~ school year through 2015-16 school years must successfully complete, as determined by the school district, 32 high school level credits for graduation. Requirements for graduation are as follows:

1. Successfully complete the following courses offered at the district's

three junior high schools: Geography 9, English 9, Math 9, Earth/Physical Science 9;

2. Successfully complete 32 high school level credits in grades 10-12. A credit is equivalent to a student successfully completing a semester of study or a student mastering the applicable subject matter, as determined by the school district, and sufficient to satisfy applicable academic standards:-
 - a. Six credits of language arts;
 - b. Six credits of social studies, including world history, American history, and government and economics;
 - c. Four credits of mathematics, including geometry and algebra II;
 - d. Four credits of science, including biology and chemistry;
 - e. Two credits ~~of fine~~in the arts;
 - f. One credit of health;
 - g. One credit of physical education; and
 - h. Eight credits of electives, ~~including one credit of Senior Studies.~~

B. Students beginning 9th grade in the 2016-2017 school year and later must successfully complete ~~45-46~~ high school level credits for graduation. A credit is equivalent to a student successfully completing a semester of study or a student mastering the applicable subject matter, as determined by the school district.

1. Eight credits of language arts sufficient to satisfy all of the academic standards in English language arts;
2. Six credits of mathematics, encompassing geometry, statistics and probability, and two Algebra II credits, plus Algebra I in 8th grade for no HS credit;
3. Six credits of science, including two credits of biology and two credits of chemistry, and encompassing all ~~of the other~~ academic standards in science;
4. Seven credits of social studies, encompassing United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies;

5. Two credits of the arts sufficient to satisfy all of the state or local academic standards in the arts;
6. One credit of health, required during freshman or sophomore year;
7. One credit of physical education; ~~and~~
8. One credit of College and Career Planning (Success 191), required during freshman year; and
98. Fourteen credits of electives.

VII. GRADUATION STANDARDS REQUIREMENTS

- A. All students must satisfactorily complete the following required Graduation Standards in accordance with the standards developed by the Minnesota Department of Education (MDE):
 1. Minnesota Academic Standards, English Language Arts K-12;
 2. Minnesota Academic Standards, Mathematics K-12;
 3. Minnesota Academic Standards, Science K-12;
 4. Minnesota Academic Standards, Social Studies K-12; ~~and~~
 5. Minnesota Academic Standards, Physical Education K-12; and
 65. ~~Minnesota Academic~~Locally adopted sStandards, Arts K-12.
- B. The academic standards for language arts, mathematics, and science apply to all students except the very few students with extreme cognitive or physical impairments for whom an IEP team has determined that the required academic standards are inappropriate. An IEP team that makes this determination must establish alternative standards.

VIII. EARLY GRADUATION

Students may be considered for early graduation, as provided for within Minn. Stat. § 120B.07, upon meeting the following conditions:

- A. All course or standards and credit requirements must be met;
- B. The principal or designee shall conduct an interview with the student and parent or guardian, familiarize the parties with opportunities available in post-secondary education, and arrive at a timely decision; and

- C. The principal's decision shall be in writing and may be subject to review by the superintendent and school board.

Legal References: Minn. Stat. § 120B.02 (Educational Expectations for Minnesota's Students)
 Minn. Stat. § 120B.018 (Definitions)
 Minn. Stat. § 120B.021 (Required Academic Standards)
 Minn. Stat. § 120B.023 (Benchmarks)
 Minn. Stat. § 120B.024 (Graduation Requirements; Course Credits)
 Minn. Stat. § 120B.07 (Early Graduation)
 Minn. Stat. § 120B.11 (School District Process)
 Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Involuntary Career Tracking Prohibited)
~~Minn. Stat. § 120B.128 (Educational Planning and Assessment System (EPAS) Program)~~
 Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
 Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
 Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
 Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)
 Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
 Minn. Rules Parts 3501.1000-3501.1190 (Graduation-Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)
 Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
 20 U.S.C. § 6301, *et seq.* (No Child Left Behind Act)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
 MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
 MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
 MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
 MSBA/MASA Model Policy 616 (School District System Accountability)

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

Burnsville-Eagan-Savage School District Policy 708

708 TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS

I. PURPOSE

The purpose of this policy is to address transportation rights of nonpublic school students and to provide equality of treatment in transporting such students pursuant to law.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to recognize the rights of nonpublic school students and to provide equal transportation to those students as required by law.

III. ELIGIBILITY

- A. The school district shall provide equal transportation within the school district for all students to any school when transportation is deemed necessary by the school district because of distance or traffic conditions in like manner and form as provided in Minn. Stat. §§ 123B.88 and 123B.92 when applicable. (Minn. Stat. § 123B.86, Subd. 1)
- B. Upon the request of a parent or guardian, the school district shall provide school bus transportation to the school district boundary for students residing in the school district at least the same distance from a nonpublic school actually attended in another school district as public school students are transported in the transporting school district. Such transportation shall be provided whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. (~~Minn. Stat. § 123B.88, Subd. 1~~; Minn. Stat. § 123B.86, Subd. 2(a))
- C. The school district may provide school bus transportation to a nonpublic school in another school district for students residing in the school district and attending that school, whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. If the school district transports students to a nonpublic school located in another school district, the nonpublic school shall pay the cost of such transportation provided outside the school district boundaries. (Minn. Stat. § 123B.86, Subd. 2(b))

- D. The school district shall provide the necessary transportation within school district boundaries between the nonpublic school and a public school or neutral site for nonpublic school students who are provided pupil support services if the school district elects to provide pupil support services at a site other than a nonpublic school. (Minn. Stat. § 123B.44, Subd. 1)
- E. When transportation is provided, the scheduling of routes, manner and method of transportation, control and discipline of students, and any other matter relating thereto shall be within the sole discretion, control, and management of the school district. (Minn. Stat. § 123B.86, Subd. 3; Minn. Stat. § 123B.91, Subd. 1a)
- F. Additional transportation to and from a nonpublic school may be provided at the expense of the school district where such services are provided in the discretion of the school district.

IV. SPECIAL EDUCATION/ STUDENTS WITH DISABILITIES

- A. If a resident student with a disability attends a nonpublic school located within the school district, the school district shall provide necessary transportation for the student within the school district between the nonpublic school and the educational facility where special instruction and services are provided on a shared-time basis. If a resident student with a disability attends a nonpublic school located in another school district and if no agreement exists for the provision of special instruction and services on a shared time basis to that student by the school district of attendance and where the special instruction and services are provided within the school district, the school district shall provide necessary transportation for that student between the school district boundary and the educational facility. The school district may provide necessary transportation for that student between its boundary and the nonpublic school attended, but the nonpublic school shall pay the cost of transportation provided outside the school district. School districts may make agreements for who provides transportation. Parties serving students on a shared time basis have access to a due process hearing system as provided by law. (Minn. Stat. § 125A.18)
- B. Students with disabilities whose IEP team determine that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the school district. The school district shall determine the type of vehicle used to transport students with disabilities based on their disabling condition and applicable laws. This section shall not be applicable to parents who transport their own child under a contract with the school district. (Minn. Stat. § 123B.88, Subd. 19; Minn. Rules Part 7470.1600, Subd. 1)
- C. Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use

of protective safety devices, and will be provided with access to emergency health care information as required by law. (Minn. Rules Part 7470.1700)

- D. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in Minn. Stat. Ch. 125A. (Minn. Rules Part 7470.1600, Subd. 2)

V. APPLICATION OF GENERAL POLICY

The provisions of the school district's policy on transportation of public school students *[Burnsville-Eagan-Savage School District Policy 707]* shall apply to the transportation of nonpublic school students except as specifically provided herein.

Legal References: Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
 Minn. Stat. § 123B.84 (Policy)
 Minn. Stat. § 123B.86 (Equal Treatment)
 Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
 Minn. Stat. § 123B.91, Subd. 1a (Compliance by Nonpublic and Charter School Students)
 Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
 Minn. Stat. Ch. 125A (Children With a Disability)
 Minn. Stat. § 125A.18 (Special Instruction; Nonpublic Schools)
 Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
 Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disabilities)
Americans United, Inc. as Protestants and Other Am. United for Separation of Church and State, et al. v. Independent Sch. Dist. No. 622, et al., 288 Minn. 1996, 179 N.W.2d 146 (Minn. 1970)
Eldredge v. Independent Sch. Dist. No. 625, 422 N.W.2d 319 (Minn. Ct. App. 1988)
Healy v. Independent Sch. Dist. No. 625, 962 F.2d 1304 (8th Cir. 1992)
 Minn. Op. Atty. Gen. 166a-7 (June 3, 1983)
 Minn. Op. Atty. Gen. 166a-7 (Sept. 14, 1981)
 Minn. Op. Atty. Gen. 166a-7 (July 15, 1976)
 Minn. Op. Atty. Gen. 166a-7 (July 17, 1970)
 Minn. Op. Atty. Gen. 166a-7 (Oct. 3, 1969)
 Minn. Op. Atty. Gen. 166a-7 (Sept. 12, 1969)

Cross References: Burnsville-Eagan-Savage School District Policy 707 (Transportation of Public School Students)
 Burnsville-Eagan-Savage School District Policy 709 (Student Transportation Safety Policy)
 MSBA Service Manual, Chapter 2, Transportation

Adopted: 7/1993
Reviewed: 3/24/2016
Revised: 3/2005, 4/14/2016
Rescinds: ECR-R

Burnsville-Eagan-Savage School District Policy 805

805 WASTE REDUCTION AND RECYCLING

I. PURPOSE

The purpose of this policy is to establish a resource recovery program to promote the reduction of waste, the separation and recovery of recyclable and reusable commodities, the procurement of recyclable commodities and commodities containing recycled materials, the disposition of waste materials and surplus property, and the establishment of a program of education to develop an awareness of environmentally sound waste management. (Minn. Stat. § 115A.15, Subd. 1)

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to comply with all state laws relating to waste management and to make resource conservation an integral part of the physical operations and curriculum of the school district.

III. DEFINITIONS

- A. “Lamp recycling facility” means a facility operated to remove, recover, and recycle for reuse mercury or other hazardous materials from fluorescent or high intensity discharge lamps. (Minn. Stat. § 116.93, Subd. 1)
- B. “Mixed municipal solid waste” means garbage, refuse, and other solid waste that is aggregated for collection but does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams. (Minn. Stat. § 115A.03, Subd. 21)
- C. “Packaging” means a container and any appurtenant material that provide a means of transporting, marketing, protecting, or handling a product and includes pallets and packing such as blocking, bracing, cushioning, weatherproofing, strapping, coatings, closures, inks, dyes, pigments, and labels. (Minn. Stat. § 115A.03, Subd. 22b)
- D. “Postconsumer materials” means a finished material that would normally be discarded as a solid waste having completed its life cycle as a consumer item. (Minn. Stat. § 115A.03, Subd. 24b)
- E. “Rechargeable battery” means a sealed nickel-cadmium battery, a sealed lead acid

battery, or any other rechargeable battery, except certain dry cell batteries or a battery exempted by the Commissioner of the Pollution Control Agency (PCA) (Commissioner). (Minn. Stat. § 115A.9157)

- F. “Recyclable commodities” means materials, pieces of equipment, and parts which are not reusable but which contain recoverable resources. (Minn. Stat. § 115A.15, Subd. 1a(a))
- G. “Recyclable materials” means materials that are separated from mixed municipal solid waste for the purpose of recycling or composting, including paper, glass, plastics, metals, automobile oil, batteries, and source-separated compostable materials ,and sole source food waste streams that are managed through biodegradative processes. Refuse-derived fuel or other material that is destroyed by incineration is not a recyclable material. (Minn. Stat. § 115A.03, Subd. 25a)
- H. “Recycling” means the process of collecting and preparing recyclable materials and reusing the materials in their original form that do not cause the destruction of recyclable materials in a manner that precludes further use. (Minn. Stat. § 115A.03, Subd. 25b)
- I. “Resource conservation” means the reduction in the use of water, energy, and raw materials. (Minn. Stat. § 115A.03, Subd. 26a)
- J. “Reusable commodities” means materials, pieces of equipment, parts, and used supplies which can be reused for their original purpose in their existing condition. (Minn. Stat. § 115A.15, Subd. 1a(b))
- K. “Source-separated compostable materials” means materials that:
 1. are separated at the source by waste generators for the purpose of preparing them for use as compost;
 2. are collected separately from mixed municipal solid waste and are governed by state licensing provisions;
 3. are comprised of food wastes, fish and animal waste, plant materials, diapers, sanitary products, and paper that is not recyclable because the Commissioner has determined that no other person is willing to accept the paper for recycling;
 4. are delivered to a facility to undergo controlled microbial degradation to yield a humus-like product meeting the PCA’s class I or class II, or equivalent, compost standards and where process residues-rejects do not exceed 15 percent by weight of the total material delivered to the facility; and
 5. may be delivered to a transfer station, mixed municipal solid waste processing facility, or recycling facility only for the purposes of

composting or transfer to a composting facility, unless the Commissioner determines that no other person is willing to accept the materials.

(Minn. Stat. § 115A.03, Subd. 32a)

- L. “Waste reduction” or “source reduction” means an activity that prevents generation of waste or the inclusion of toxic materials in waste, including:
1. reusing the product in its original form;
 2. increasing the life span of a product;
 3. reducing material or the toxicity of material used in production or packaging; or
 4. changing procurement, consumption, or waste generation habits to result in smaller quantities or lower toxicity of waste generated.

(Minn. Stat. § 115A.03, Subd. 36b)

IV. WASTE DISPOSAL

- A. The school district will attempt to decrease the amount of waste consumable materials by:
1. reduction of the consumption of consumable materials whenever practicable;
 2. full utilization of materials prior to disposal;
 3. minimization of the use of non-biodegradable products whenever practicable.
- B. Each school district facility shall also collect at least three recyclable materials, such as, but not limited to, the following: paper, glass, plastic, and metal. (Minn. Stat. § 115A.151)
- C. The school district will transfer all recyclable materials collected to a recycler and, to the extent practicable, cooperate with, and participate in, recycling efforts being made by the city and/or county where the school district is located. (Minn. Stat. § 115A.151)
- D. Prior to entering into a contract for the management of mixed municipal solid waste, the school district will determine whether the disposal method provided for in the contract is equal to or better than the waste management practices currently employed in the county or district plan in the county where the school district is located and whether the contract is consistent with the solid waste plan. If the waste management method provided for in the contract is ranked lower than the

waste management practices employed by the county or district, the school district will:

1. determine the potential liability to the school district and its taxpayers for managing waste in this manner;
2. develop and implement a plan for managing the potential liability; and
3. submit the information in (1) and (2) above to the PCA.

If the contract is inconsistent with the county plan or if the school district's waste management activities are inconsistent with the county plan, the school district should obtain the consent of the county prior to entering into a binding contract or developing or implementing inconsistent solid waste management activities. (Minn. Stat. § 115A.46, Subd. 5; Minn. Stat. § 115A.471; Minn. Stat. § 458D.07, Subd. 4)

E. The school district may not knowingly place motor oil, brake fluid, power steering fluid, transmission fluid, motor oil filters, or motor vehicle antifreeze (other than small amounts of antifreeze contained in water used to flush the cooling system of a vehicle after the antifreeze has been drained and does not include de-icer that has been used on the exterior of a vehicle) in or on:

1. solid waste or solid waste management facilities other than a recycling facility or household hazardous waste collection facility;
2. the land unless approved by the PCA; or
3. the waters of the state, an individual sewage treatment system, or in a storm water or waste water collection or treatment system unless:
 - a. permitted to do so by the operator of the system and the PCA;
 - b. the school district generates an annual average of less than 50 gallons of waste motor vehicle antifreeze per month; and
 - c. the school district keeps records of the amount of waste antifreeze generated, maintains these records on site and makes the records available for inspection for a minimum of three years following generation of the waste antifreeze.

(Minn. Stat. § 115A.916)

F. The school district may not place mercury or a thermostat, thermometer, electric switch, appliance, gauge, medical or scientific instrument, fluorescent or high-intensity discharge lamp, electric relay, or other electrical device from which the mercury has not been removed for reuse or recycling:

1. in solid waste; or
2. in a wastewater disposal system.

(Minn. Stat. § 115A.932, Subd. 1(a))

- G. The school district may not knowingly place mercury or a thermostat, thermometer, electric switch, appliance, gauge, medical or scientific instrument, fluorescent or high-intensity discharge lamp, electric relay, or other electrical device from which the mercury has not been removed for reuse or recycling:

1. in a solid waste processing facility; or
2. in a solid waste disposal facility.

(Minn. Stat. § 115A.932, Subd. 1(b))

- H. The school district will recycle a fluorescent or high-intensity discharge lamp by delivery of the lamp to a lamp recycling facility or to a facility that collects and stores lamps for the purpose of delivering them to a lamp recycling facility, including, but not limited to, a household hazardous waste collection or recycling facility, retailer take-back and utility provider program sites, or other sites designated by an electric utility under Minn. Stat. § 216B.241, Subds. 2 and 4. (Minn. Stat. § 115A.932, Subd. 1(c))

- I. The school district may not place a lead acid battery in mixed municipal solid waste or dispose of a lead acid battery. The school district also may not place in mixed municipal solid waste a dry cell battery containing mercuric oxide electrode, silver oxide electrode, nickel-cadmium, or sealed lead-acid that was purchased for use or used by the school district. The school district also may not place in mixed municipal solid waste a rechargeable battery, a rechargeable battery pack, a product with a nonremovable rechargeable battery, or a product powered by rechargeable batteries or rechargeable battery pack, from which all batteries or battery packs have not been removed. (Minn. Stat. § 115A.915; Minn. Stat. § 115A.9155, Subd. 1; Minn. Stat. § 115A.9157, Subd. 2)

- J. The school district may not place yard waste:

1. in mixed municipal solid waste;
2. in a disposal facility;
3. in a resource recovery facility, except for the purposes of reuse, composting, or cocomposting; or
4. in a plastic bag unless exempt as specified in Minn. Stat. § 115A.931(c), (d), or (e).

(Minn. Stat. § 115A.931)

- K. The school district may not place a telephone directory:
1. in solid waste;
 2. in a disposal facility; or
 3. in a resource recovery facility, except a recycling facility.

(Minn. Stat. § 115A.951, Subd. 2)

- L. The school district may not:
1. place major appliances in mixed municipal solid waste; or
 2. dispose of major appliances in or on the land or in a solid waste processing or disposal facility.

(Minn. Stat. § 115A.9561)

- M. The school district may not place in mixed municipal solid waste an electronic product containing a cathode-ray tube. (Minn. Stat. § 115A.9565)
- N. The school district, on its own or in cooperation with others, may implement a program to collect, process, or dispose of household batteries. The school district may provide financial incentives to any person, including public or private civic groups, to collect the batteries. (Minn. Stat. § 115A.961, Subd. 3)

V. PROCUREMENT OF RECYCLED COMMODITIES AND MATERIALS

- A. When practicable and when the price of recycled materials does not exceed the price of nonrecycled materials by more than ~~ten~~10 percent, the school district may purchase recycled materials. In order to maximize the quantity and quality of recycled materials purchased, the school district may also use other appropriate procedures to acquire recycled materials at the most economical cost to the school district. (Minn. Stat. § 16C.073, Subd.3(a))
- B. When purchasing commodities and services, the school district will apply and promote waste management practices with special emphasis on the reduction of the quantity and toxicity of materials in waste. (Minn. Stat. § 16C.073, Subd. 3(b))
- C. Whenever practicable, the school district will:
1. purchase uncoated copy paper, office paper and printing paper unless the coated paper is made with at least 50 percent postconsumer material;

- 2. purchase recycled content paper with at least ten percent postconsumer material by weight;
- ~~3. purchase paper which has not been dyed with colors, excluding pastel colors;~~
- ~~4. purchase recycled content copy, office, and printing paper that is manufactured using little or no chlorine bleach or chlorine derivatives;~~
- ~~5. use no more than two colored inks, standard or processed, except in formats where they are necessary to convey meaning;~~
- ~~63.~~ use reusable binding materials or staples and bind documents by methods that do not use glue;
- ~~67. use soy based inks;~~
- ~~84.~~ produce reports, publications, and periodicals that are readily recyclable;
- ~~89. purchase paper which has been made on a paper machine located in Minnesota;~~
- ~~105.~~ print documents on both sides of the paper where commonly accepted publishing practices allow; ~~and.~~
- ~~11. purchase copier paper that contains at least ten percent post-consumer material by fiber content.~~

(Minn. Stat. § 16C.073, Subd. 2)

- D. ~~After July 1, 1998,~~ The school district may not use a specified product included on the prohibited products list published in the State Register. (Minn. Stat. § 115A.9651)
- E. In developing bid specifications, the school district will consider the extent to which a commodity or product is durable, reusable or recyclable, and marketable through applicable local or regional recycling programs and the extent to which the commodity or product contains postconsumer material. (Minn. Stat. § 16C.073, Subd. 3(b))
- F. When a project involves the replacement of carpeting, the school district may require all persons who wish to bid on the project to designate a carpet recycling company in their bids. (Minn. Stat. § 16C.073, Subd. 3(b))

VI. OTHER

The policy of the school district is to actively advocate, where appropriate, for resource conservation practices to be adopted at the local, regional, and state levels.

- Legal References:**
- Minn. Stat. § 16C.073 (Purchase and Use of Paper Stock; Printing)
 - Minn. Stat. § 115A.03 (Definitions)
 - Minn. Stat. § 115A.15 (State Government Resource Recovery)
 - Minn. Stat. § 115A.151 (State and Local Facilities)
 - Minn. Stat. § 115A.46 (Requirements)
 - Minn. Stat. § 115A.471 (Public Entities; Management of Solid Waste)
 - Minn. Stat. § 115A.915 (Lead Acid Batteries; Land Disposal Prohibited)
 - Minn. Stat. § 115A.9155 (Disposal of Certain Dry Cell Batteries)
 - Minn. Stat. § 115A.9157 (Rechargeable Batteries and Products)
 - Minn. Stat. § 115A.916 (Motor Vehicle Fluids and Filters; Prohibitions)
 - Minn. Stat. § 115A.931 (Yard Waste Prohibition)
 - Minn. Stat. § 115A.932 (Mercury Prohibition)
 - Minn. Stat. § 115A.951 (Telephone Directories)
 - Minn. Stat. § 115A.9561 (Major Appliances)
 - Minn. Stat. § 115A.9565 (Cathode-Ray Tube Prohibition)
 - Minn. Stat. § 115A.961, Subd. 3 (Household Batteries; Collection, Processing, and Disposal)
 - Minn. Stat. § 115A.9651 (Listed Metals in Specified Products, Enforcement)
 - Minn. Stat. § 116.93, Subd. 1 (Lamp Recycling Facilities)
 - Minn. Stat. § 216B.241, Subds. 2 and 4 (Energy Conservation Improvement)
 - Minn. Stat. § 458D.07 (Sewage Collection and Disposal)
 - National Solid Waste Management Ass'n v. Williams, et al.*, 966 F.Supp. 844 (D. Minn. 1997)

Cross References:

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

Descriptor Code: **KG**

Issued Date: **4/02**

Reviewed Date:

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

Rescinds:

Rental of School Facilities

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

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

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

Descriptor Code: **KG-R**

Issued Date: **4/02**

Reviewed Date:

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

Rescinds:

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

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

Cancellations

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

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

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

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

Conduct

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

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

Supervision of Pools

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

Limitations of Use

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

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

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

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

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

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

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

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

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

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

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

Fee Classifications and Priorities for Scheduling of Facilities

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

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

Class I - Priority I

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

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

Class II - Priority 2

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

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

Class IIIA - Priority 3

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

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

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

Class IIIB - Priority 3

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

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

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

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

Class IIIC - Priority 4

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

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

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

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

Class IV A - Priority 5

Church groups using facilities for services or religious education.

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

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

Class IV B - Priority 5

Governmental units conducting regular business.

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

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

Class IV C - Priority 5

Students meeting under the Equal Access Act.

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

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

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

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

Class V - Priority 6

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

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

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

FEE SCHEDULE (rate per hour)

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

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

Wrestling gyms are not available for public use.

Other Fees and Considerations

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

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

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

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

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

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

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

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

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

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

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

Adopted: 4/2002
 Reviewed: _____
 Revised: 11/2010
 Rescinds: KG, KG-R

Burnsville-Eagan-Savage School District Policy 902

902 USE OF SCHOOL DISTRICT FACILITIES AND EQUIPMENT

I. PURPOSE

The purpose of this policy is to provide guidelines for community use of school facilities and equipment.

II. GENERAL STATEMENT OF POLICY

The school board encourages maximum use of school facilities and equipment for community purposes if, in its judgment, that use will not interfere with use for school purposes.

III. SCHEDULED COMMUNITY EDUCATION CLASSES AND ACTIVITIES

- A. The ~~school district administration~~Director of Community Education shall be charged with the process of scheduling rooms and special areas for community education classes and activities planned to be offered during each session.
- B. Procedures for providing publicity, registration, and collection of fees shall be the responsibility of the ~~school district administration~~. Director of Community Education
- C. Registration fees may be structured to include a pro-rata portion of costs for custodial services that may be needed.

IV. GENERAL COMMUNITY USE OF SCHOOL FACILITIES

- A. The school board may authorize the use of school facilities by community groups or individuals. It may impose reasonable regulations and conditions upon the use of school facilities as it deems appropriate.
- B. Requests for use of school facilities by community groups or individuals shall be made through the ~~school district administrative~~ Director of Community Education office. The ~~administration~~ Director of Community Education will present recommended procedures for the processing and review of requests to the school board. Upon approval by the school board, such procedures shall be an addendum to this policy.
- C. The school board may require a rental fee for the use of school facilities. Such fee may include the cost of custodial and supervisory service if deemed necessary.

It may also require a deposit or surety bond for the proper use and repair of damage to school facilities. A rental fee schedule, deposit or surety bond schedule, and payment procedure shall be presented for review and approval by the school board. The fee schedule shall be an addendum to this policy.

- D. When emergencies or unusual circumstances arise that necessitate rescheduling the use of school facilities, every effort will be made to find acceptable alternative meeting space.

V. USE OF SCHOOL EQUIPMENT

The ~~administration~~ Director of Community Education will present a procedure to the school board for review and approval regarding the type of equipment that is available for community use, the extent to which it may be utilized, and the manner by which it may be scheduled for use and any charges to be made relating thereto. Upon approval of the school board, such procedure shall be an addendum to this policy.

VI. RULES FOR USE OF FACILITIES AND EQUIPMENT

The school board expects members of the community who use facilities and equipment to do so with respect for school district property and an understanding of proper use. Individuals and groups shall be responsible for damage to facilities and equipment. A certificate of insurance may be required by the school district to ensure payment for these damages and any liability for injuries.

Legal References: Minn. Stat. § 123B.51 (Schoolhouses and Sites; Access for Noncurricular Purposes)

Cross References: Burnsville-Eagan-Savage School District Policy 801 (Equal Access to School Facilities)
Burnsville-Eagan-Savage School District Policy 901 (Community Education)

Adopted:
Reviewed:
Revised:
Rescinds:

Burnsville-Eagan-Savage School District Regulation 902

902R COMMUNITY USE OF SCHOOL FACILITIES AND EQUIPMENT

Table of Contents

- I. Request for Facilities
- II-III. User Classification and Scheduling Priority
- VI. Fee Schedule (Addendum A)
- V. Supervision/ Personnel Rates (Addendum B)
- VI. Other Fees and Considerations
- VII. Limitations of Use

Community Use of School Facilities and Equipment

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

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

I. Request for Facilities

Requests for use of school facilities should be submitted to the Community Education office not more than five months nor less than two weeks prior to the anticipated use. Organizations must provide current W-9.

After the facility request has been approved by School District 191 authorities, it becomes a contract/permit issued to that applicant or organization, who may not sublet or transfer rights or privileges to any individual, group or organization. Facility users must carry a copy of their contract/permit with them when occupying district facilities.

There is an hourly rate assigned for each indoor space available to be scheduled. A separate permit will be issued for each program¹ scheduled at each site, with a permit processing fee of \$20 attached to each permit issued. An additional \$20 charge may be assessed if there are any changes after a permit has been issued.

Time of occupancy shall begin and terminate as stated on the user's facilities contract/permit. Any use beyond the issued contract/permit time will be billed at the applicable rate.

Each contract/permit holder shall be responsible for the cost of his own custodial/maintenance time. Costs incurred for custodial time beyond regularly scheduled shifts or if additional custodial staff is required will be charged to individual groups. Additional personnel costs may apply to specific events as necessary.

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

¹ The term "program" shall be defined as each individual sport or activity scheduled, such as Boys Traveling Basketball league, Girl Scout meeting, Democratic Caucus, Homeowners' Association meeting, scheduled within a given time frame and requested at one time.

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

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

All charges will be billed by the Community Education office. Permit fee and one-half of original contract/permit costs must be received in the Community Education office before the date of the event. Final billing must be paid within 30 days after receipt of invoice.

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

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

School District 191 retains the right to cancel or preempt any activity at its discretion.

In the event that circumstances beyond the control of the district staff or facilities causes a Class I or a Class II activity to preempt a scheduled activity of an organization in a class with a lower priority, notice of such action will be given by the Community Education office at least seven business days in advance, or as timely as possible under the given circumstances.

In the event that an applicant/organization cancels a reservation, a \$20 cancellation fee charge will be charged—made according to the Fee Schedule for any scheduled activity unless seven business days advance notice of cancellation is received by the Community Education office.

When buildings are closed due to bad weather or other emergencies, activities scheduled during the day or immediately after school are also cancelled. Notice of evening activity cancellations will be communicated via the district's website and other local media outlets.

School District 191 policy prohibits all forms of sexual harassment and sexual violence. All organizations using school facilities are expected to have similar policies; however, the School District 191 policy also applies to individuals using school facilities. Specifically, sexual harassment consists of unwelcome sexual advances, request for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual

nature. Individuals who believe they have been the victims of sexual harassment or sexual violence should report the alleged acts immediately to the Human Rights officer of their organization or the Human Resources office of School District 191. A complete copy of the School District 191 policy is available in the Human Resources office or the Community Education office.

II-III User Classification and Scheduling Priority

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

Class A - Priority I

School and school-related activities, such as athletics, concerts and school productions.

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

Class A - Priority 2

Activities sponsored by Community Education or school organizations such as parent-teacher groups and booster groups who provide current W-9. Must be reserved by building administrator or designee with Community Education office.

No permit filing fee shall be charged for the use of school facilities by Class II groups during regular operating hours. Additional fees shall be charged as stated for tech use, kitchen use and for additional staff costs beyond regular hours.

Class A - Priority 3

Organized **school-sponsored** youth groups when holding regular meetings or activities on school days during after-school hours, (until 6 p.m.).²

When buildings are regularly staffed by a district employee, there shall be no charge for the use of school facilities.

² From 34CFR parts 75, 76, and 108: RIN 1870-AA12

“Explaining that in order to be equal, the access provided to any group officially affiliated with the Boy Scouts or any other Title 36 youth group must be on terms that are no less favorable than the most favorable terms provided to one or more outside youth or community groups. Clarifying that public schools, LEAs, and SEAs can charge fees for this access, but only on terms that are no less favorable than the most favorable terms provided to one or more outside youth or community groups.”

Additional fees shall be charged as stated for tech use, kitchen use and for additional staff costs beyond regular hours.

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

Class B - Priority 3

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

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

Additional fees shall be charged as stated for tech use, kitchen use and for additional staff costs beyond regular hours.

Class C - Priority 4

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

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

Additional fees shall be charged as stated for tech use, kitchen use and for additional staff costs beyond regular hours.

Class C - Priority 5

Groups using facilities for faith-based services or education.

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

Additional fees shall be charged as stated for tech use, kitchen use and for additional staff costs beyond regular hours.

Class A - Priority 5

Governmental units conducting regular business.

When buildings are regularly staffed by a district employee, there shall be no charge for the use of school facilities.

Additional fees shall be charged as stated for tech use, kitchen use and for additional staff costs beyond regular hours.

Class A - Priority 5

Students meeting under the Equal Access Act.

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

Additional fees shall be charged as stated for tech use, kitchen use and for additional staff costs beyond regular hours.

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

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

Class D - Priority 6

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

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

Additional fees shall be charged as stated for tech use, kitchen use and for additional staff costs beyond regular hours.

IV. Facilities Rental Fee Schedule (rates per hour) - see attached Addendum A.

V. Supervision/Personnel Rates - see attached Addendum B.

Groups which use school facilities when a district employee is not on regular duty shall be assessed the appropriate staff costs.

VI. Other Fees and Considerations

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

Recreational leagues may reserve fields for an entire season. Adult leagues will pay \$75 per field per season and youth leagues will pay \$30 per field per season, plus an additional \$20 permit processing fee per site.³ Teams and individuals may use fields during unscheduled times without prior approval, as long as they do not interfere with scheduled activities.

Fields will be mowed and lined as time and personnel permit. Football, baseball, soccer, lacrosse and rugby fields can be rented and lined with advance notice. Additional costs will be incurred for this service.

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

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

Class B and C groups selling concessions or charging admission to an event may be subject to a Class D hourly rate for a maximum of \$600 per day. Additional custodial rates will apply.

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

1. A combined facility use application of 2,000 hours or more is submitted and a facility use schedule is **completed within a two-week period.**
2. The total facility use fee is paid in full or in equal installments within a six-month period.
3. No reimbursements will be given for any facility scheduled as part of the combined application which was unused.

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

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

³ The term "site" shall mean each district building and the athletic fields/spaces contained on its grounds.

VII. Limitations of Use

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

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

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

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

Due to allergies/health concerns, latex products are prohibited in all buildings in the district at all times.

Use of School District 191 facilities on school holidays or weekends is at the discretion of the district, and is permitted only when a district employee is willing to work for the event. In such cases, staff overtime fees will be charged. Contract/permit holders shall be advised of this provision to ensure that there is no misunderstanding about the availability of buildings particularly during holiday periods.

Community groups using District 191 sports facilities shall provide evidence of insurance for activity participants. Use of the pool requires a certificate of liability insurance showing appropriate insurance coverage.

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

Users requesting a kitchen must supply all kitchen equipment and supplies except disposables, such as paper towels and soap. A Catering Request Form may need to be completed.

The applicant and/or organization agrees to assume all responsibility for damage or liability of any kind and further agrees to hold harmless School District 191 from any expenses or cost in connection with the use of the school facilities under this agreement. Applicants may be required to furnish a certificate of insurance to guarantee the conditions of this agreement or any liability incurred by it.

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

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

Class A: School and school- sponsored activities, such as athletics, concerts and school productions, activities sponsored by Community Education or school organizations such as parent-teacher groups and booster groups; governmental units conducting regular business; and students meeting under the Equal Access Act.

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

Class C: Community or non-profit groups composed primarily of District 191 residents and organized to promote civic, educational, faith-based, charitable or recreational activities for adults.

Class D: Groups, private agencies, companies or vendors that use district facilities for commercial purposes or profit.

Fee Schedule (rate per hour)

There is an hourly rate assigned for each indoor space available to be scheduled (and outdoor areas as listed). Additional costs may be charged for custodial support, technical staff, event supervision, lifeguards or other district personnel as necessary for individual events.

Elementary	Class A	Class B	Class C	Class D
Classroom	No rental fee	\$ 10.00	\$ 20.00	\$ 40.00
Music/Art/Science Room	No rental fee	\$ 10.00	\$ 30.00	\$ 60.00
Cafeteria, Media Center	No rental fee	\$ 12.00	\$ 60.00	\$120.00
Kitchen	No rental fee	\$ 25.00	\$ 35.00	\$ 50.00
Gymnasium	No rental fee	\$ 12.00	\$ 75.00	\$150.00
Secondary Facility	Class A	Class B	Class C	Class D
Classroom	No rental fee	\$ 10.00	\$ 20.00	\$ 40.00
Music/Art Room	No rental fee	\$ 10.00	\$ 30.00	\$ 60.00
Lecture Room, FACs Lab, PAC	No rental fee	\$ 15.00	\$ 35.00	\$ 70.00
Media Center	No rental fee	\$ 15.00	\$ 60.00	\$120.00
Cafeteria	No rental fee	\$ 15.00	\$ 60.00	\$120.00
Kitchen	No rental fee	\$ 25.00	\$ 35.00	\$ 50.00
J.H. Gymnasium	No rental fee	\$ 15.00	\$ 75.00	\$150.00
H.S. Gymnasium (per court)	No rental fee	\$ 20.00	\$ 75.00	\$150.00
Auxiliary Gym	No rental fee	\$ 12.00	\$ 60.00	\$120.00
Locker rooms	No rental fee	\$ 15.00	\$ 75.00	\$150.00
Grass Practice Football Field	No rental fee	\$ 25.00	\$ 50.00	\$ 75.00
Pates Stadium (field only)	No rental fee	\$ 80.00	\$100.00	\$150.00
Pates Stadium (field, bleachers)	No rental fee	\$100.00	\$120.00	\$170.00
Pates Stadium (field, bleachers, and press box)	No rental fee	\$120.00	\$140.00	\$190.00
Pates Stadium (field, bleachers, press box and lights)	No rental fee	\$150.00	\$180.00	\$280.00
Tennis Courts (4)	No rental fee	\$ 12.00	\$ 75.00	\$150.00
Swimming Pool	No rental fee	\$ 15.00	\$ 90.00	\$180.00
Mraz Center	No rental fee	\$ 15.00	\$ 90.00	\$180.00
(Wrestling gyms are not available for public use.)				
Diamondhead Education Center				
Great Room	No rental fee	\$ 15.00	\$ 35.00	\$ 70.00

Elementary and junior high fields are reservable at a seasonal rate of \$30 each for Class B groups and \$75 each for Class C groups.

A separate permit will be issued for each activity scheduled at each site. There will be a permit processing fee of \$20 attached to each permit issued for Class B through Class D users.

Additional costs may be charged for custodial support, technical staff, event supervision, lifeguards or other district personnel as necessary for individual events.

Events occurring outside of regular building hours: Custodial oversight is mandatory during every event taking place in School District 191 buildings. Whenever a building is requested to be used during a time it is normally closed, custodial overtime rates will apply. Availability of School District 191 facilities on school holidays or weekends is at the discretion of the district, and is permitted only when a district employee is willing to work for the event. In such cases, staff overtime fees will be charged.

Events requesting the use of a school kitchen: Use of kitchens requires the presence of a School District 191 Food Service employee to supervise. This employee's regular rate of pay will be charged against the user. If additional personnel is needed, the applicable rate of pay will also be charged to the user.¹

Events requesting use of the pool: An American Red Cross certified lifeguard must be on duty during the pool rental period. Lifeguards must be hired through Community Education at the current hourly rate. There is a 25:1 ratio of swimmers to lifeguards required for community groups renting the pool.

Events requesting technology for speeches, presentations or performances: Events requesting technical equipment may require attendance by a School District 191 Technology Department staff member. Any user group requesting the Mraz Center will require the services of a Mraz Center supervisor. If other personnel is deemed necessary for an event, the applicable rate of pay will also be charged to the user.²

Events being attended by many participants or large audiences: School District 191 may require additional supervisory personnel during large events, including on-site police security, at the discretion of the director of Community Education. These costs will be charged to the user group. School District 191 may require a second custodian attend during large events. User group will be charged the applicable rate for this service.

Personnel Fee Schedule (rate per hour)

There is an hourly salary rate assigned for personnel who may be needed during an event.

Personnel Required	Straight Time	1.5x Overtime	2x Overtime
Custodian	varies	\$35	\$50
Food Service Associate	n/a	\$30	
Lifeguard	\$9.65		
Tech Support	stipend (\$25 hr)		
Other Event Supervision	varies		

¹ A Catering Request Form may need to be completed.

² A Technology Request Form may need to be completed.

**Agenda III.D.
May 26, 2016**

To: Board of Education, Members
From: Dr. Joe Gothard, Superintendent
Date: May 20, 2016
Re: Rescind Policies

Recommendation: Rescind, on a first reading basis, the following board policies and regulations:

ABB: Administrative Operations - Meet and Confer;
ADA: Foundations and Commitments Educational Philosophy Funding;
AFC: Professional Staff Evaluation;
AFCA: Evaluation of Professional-Staff Administrative;
AFCB & AFCB-R: Evaluation of Professional Staff-Non Administrative;
AFD & AFD-R: Evaluation of Support Staff;
BFF: Staff Conflict of Interest;
CD & CD-R: Shared Decision-making;
DA: Fiscal Management Goals;
DBE: Determination of Budget Priorities-Program Reductions;
DBJ: Budget Implementation;
DFE: Gate Receipts and Admissions;
DIA: Accounting System;
DIE: Audits;
DJB & DJB-R: Petty Cash Accounts;
DK: Payment Procedures;
DL: Payroll Procedures;
DLA & DLA-R; Payday Schedules;
DLB and DLB-R: Salary Deductions;
DLBA & DLBA-R: Tax Sheltered Annuities-Deferred Compensation;
DM & DM-R: Cash in School Buildings;
EBCA & EBCA-R: Disaster Plans;
ECA: Buildings and Ground Security;
ECAB & ECAB-R: Vandalism;
EEAB: Student Bus Scheduling & Routing;
EEAE & EEAE-R: Student Transportation Provided or Arranged by the District;
EF: Food Service Management;
EFB and EFB-R: Free and Reduced Price Food Services;
EGAB: Mail and Delivery Services;
EGAC: Cellular Phones;

FE & FE-R: *Facilities Construction*;
 FEB: *Architect*;
 FL & FL-R: Retirement of Facilities;
 GBEA: *Communicable Diseases Employees and Staff*;
 GBL: Personnel Records Retention and Access;
 GBLAB: Private Health Information Protection;
 GBM: Staff Complaints and Grievances;
 GCA: Professional Staff Positions;
 GCB-R: Professional Staff Contracts and Compensation Plans;
 GCBC & GCBC-R: Professional Staff Fringe Benefits;
 GCBCA-R: Health Maintenance Organization-Regulation;
 GCD-R: Professional Staff Hiring – Regulation;
 GCE & GCE-R: Part-Time and Substitute Professional Staff-Employment;
 GCEA & GCEA-R: Arrangements for Professional Staff Substitutes;
 GCG & GCG-R: Professional Staff Probation and Tenure;
 GCI: Professional Staff Assignments and Transfers;
 GCM: Supervision of Professional Staff;
 GCP-R: Professional Staff Termination of Employment-Regulation;
 GCPA: Reduction of Professional Staff Work Force;
 GCQC & GCQC-R: Exchange Teaching;
 GD: Support Staff;
 GDA & GDA-R: Support Staff Positions;
 GDBC & GDBC-R: Support Staff Fringe Benefits;
 GDD & GDD-R: Support Staff Hiring;
 GDI & GDI-R: Support Staff Assignments and Transfers;
 GDN-R/AFD-R: Evaluation of Support Staff-Regulation;
 HFA: Guidelines for Contract Discussions with Meet and Confer Employee Groups;
 IHB: Elementary and Secondary Maximum Teacher Loads;
 IHBHB: Community Based Home Care Agency Staff in the School Setting;
 IM: Evaluation of Instruction and Curriculum Programs;
 IND: School Ceremonies and Observances;
 JECE & JECE-R: Student Withdrawal from School-Dropouts;
 JGA & JCA-R: Child Maltreatment and Inappropriate Discipline by School District Employees;
 JHCA: Physical Examinations of Students;
 JHCC: Communicable Diseases Students;
 JHFA: Supervision of Students;
 JHFE & JHFE-R: Student Safety-Reporting Child Abuse, Sexual Abuse and/or Neglect;
 JID & JID-R: Adult Enrollment in High School Classes; and
 LEA & LEA-R: Student Teaching and Internships.

Background information:

At its March 1, 2012 board meeting, the Board of Education approved the indexing of district policies to the system used by the Minnesota School Boards Association to provide a consistent structure for future policy work. At its September 5, 2013 board meeting, the Board of Education approved an agreement with MSBA for policy customization services.

The Policy Review Committee met regularly to review each new policy customized by MSBA. During a board workshop on May 12, board members reviewed the policies remaining under the lettering system. Board members, MSBA and administrators' determined that the policies listed above have already been adopted by the board in the new numbering system, are administrative procedures/regulations, or are no longer relevant. The Policy Review Committee is reviewing 21 policies that remain under the lettering system and will bring them to a future board meeting for consideration.

Descriptor Term: **Administrative Operations – Meet and Confer**

Descriptor Code: **ABB**

Issued Date: **1/90**

Reviewed Date:

Revised Date: **7/01, 4/13 Temp recoding to ABB**

Rescinds: **ABB-R/GBB-R, ABB/GBB**

The purpose of this policy is to outline the district's obligations under M.S. 179A.07 to meet and confer with professional employees to discuss policies and other matters relating to their employment which are not terms and conditions of employment.

Principals' Meet and Confer Committee (Formerly Principals' Policy Consultants)

The Board, mindful of its statutory obligations to meet and confer with professional employees, provides for a Principals' Meet and Confer Committee.

The Board shall receive and consider all reports, analyses, and recommendations of the Principals' Meet and Confer Committee but expressly reserves the right to adopt, amend, or reject all or any part of any report, analysis or recommendation

Teacher Meet and Confer Committees (Formerly Professional Advisory Committee)

The Board, mindful of its statutory obligations to meet and confer with professional employees, provides for a Teachers' Meet and Confer Committee.

The Board shall receive and consider all reports, analyses, and recommendations of the Teachers' Meet and Confer Committee, but expressly reserves the right to adopt, amend or reject all or any part of any report analysis or recommendation.

Meet and Confer Committees

The Meet and Confer Committees will be composed of two separate committees, an employer committee and an employee committee.

The employer committee shall be composed of the following members, Executive Director of Human Resources, Director of Curriculum, Assistant Superintendent for Instruction, one senior high school principal, one junior high principal, and one elementary school principal (six (6) members).

The (teacher) employee committee composition shall be determined by the organization of the teacher professional employees, not to exceed sixteen (16) in number.

The (principal) employee committee composition shall be determined by the organization of the principals' professional employees not exceeding six (6) in number.

Such committee (s) shall meet on a regular basis, at least once every four (4) months, with the purpose of assisting the Board in the development of policies.

The joint meetings of the Meet and Confer Committees shall be co-chaired by an employer and employee representative designated by each party.

The joint meetings of the Meet and Confer Committees shall have their agendas determined by the co-chairs based on input from their committees and constituents.

Employer and employee agenda items shall be rotated on the agenda so as to have equal time for each side on discussion issues.

The discussion and mutual exchange of ideas in the committees shall consider all matters subject to the restrictions of Public Employment Labor Relations Act.

At the conclusion of each meeting, the committees shall jointly submit a complete report of the deliberations to the Superintendent.

The Superintendent shall submit the report with an attachment of an analysis and recommendations, if any, to the Board by the second Board meeting following receipt of report.

The Board, as a matter of regular practice, adopts policies or changes in policy after two hearings to allow input from all parties concerned.

A teacher representative to the Meet and Confer Committee who is responsible for seeking teacher input and reporting policy changes, may be designated for each annual policy review committee.

In the event of individual policy review, the Meet and Confer Committee teacher co-chairperson will receive a copy of revisions before the Board's first hearing.

The Board, mindful of its statutory obligations and duties, shall receive and consider the reports, analyses and recommendations, if any, but expressly reserves the right to adopt, amend, or reject all or any part of any report, analysis or recommendation.

Legal References:

Minn. Stat. § 179 A .06 et al

Minn. Stat. § 179 A .07 et al

Descriptor Term: **Foundations and Commitments Educational Philosophy Funding**

Descriptor Code: **ADA**

Issued Date: **10/04**

Reviewed Date:

Revised Date:

Rescinds:

Board of Education as the Sole Provider of Funding for Positions requiring a License during the School Day

The Board of Education of District 191 recognizes its fundamental responsibility to provide educational opportunities for all students on an equitable basis. To fulfill that responsibility, the Board of Education shall be the sole provider of funding for all staff licensed by the Minnesota Department of Education or granted a waiver by the Minnesota Board of Teaching in positions which serve students during the instructional day. Such funding will be provided through the administrative and/or instructional staffing ratio or as Board approved supplemental staffing. The Board will consider approving positions, other than those specifically identified above, provided the proposal comports with Board policy and procedures.

Board of Education as the Sole Provider of Funding for Positions requiring a License during the School Day

The District is committed to offering exemplary educational opportunities to all students on an equitable basis. The District is also committed to site-based decision-making. If a school or program has a site-council, the administrator will seek input from its members prior to proposing the alternative funding of non-licensed positions.

A site administrator may seek approval to fund nonlicensed positions outside of the administrative and/or instructional staffing ratio by following the following procedure:

1. The building principal submits a written proposal to the Executive Director of Human Resources. The proposal includes:
 - * A description of the position; including duties, bargaining unit, FTE equivalent, estimated total cost of position
 - * The source of funding
 - * Assurance that the revenue has been secured to cover the annual cost of the position
 - * An analysis of the impact of the decision on other sites at that level
2. The Cabinet considers the proposal and if appropriate forwards it to building administrators
3. If building administrators support the proposal, it will be returned to the Cabinet for a final decision.
4. If the Cabinet supports the proposal, the position will be posted and the hiring process will commence
5. A hiring recommendation is forwarded to the Board with an administrative notation indicating the position has been funded outside the administrative and/or instructional ratio.

Descriptor Term: **Professional Staff Evaluation**

Descriptor Code: **AFC**

Issued Date: **4/87**

Reviewed Date:

Revised Date: 3/7/2013 - Temporary recoding from AFC/GCN to Policy AFC

Rescinds:

Evaluation is a summative description of an employee's performance in all areas of his/her responsibility. It is a system to identify competencies/deficiencies relative to an employee's job description and leads to determination of continuation, remediation-continuation, or termination. Evaluation addresses values and judgments about the criteria considered.

An employee's strengths and weaknesses shall be described as they support or diminish the mission of the School District.

An evaluation shall be written, as prescribed by the District, and placed in the employee's personnel file.

Evaluation shall lead to continuing employment, a plan for the remediation of deficiencies, or termination.

Frequency of evaluation shall be determined by the School Board.

Self-evaluation shall be encouraged as an aid in the identification of performance strengths and weaknesses.

Administration shall be provided training to maintain and improve competencies related to evaluation procedures.

The School District has a responsibility to maintain a fair staff evaluation program that fosters trust and professional growth.

Descriptor Term: **Evaluation of Professional Staff - Administrative**

Descriptor Code: **AFCA**

Issued Date: **6/82**

Reviewed Date: 4/13 Temp recoding to AFCA

Revised Date:

Rescinds: **AFCA/GCNA**

Administrative Appraisal

There shall be performance guidelines or standards which staff members may use in self-evaluation and which evaluators may employ as they counsel and assist those whom they are evaluating.

Descriptor Term: **Evaluation of Professional Staff – Non Administrative**

Descriptor Code: **AFCB**

Issued Date: **4/87**

Reviewed Date:

Revised Date: 4/13 Temp recoding to AFCB

Rescinds: **AFCB/GCNB**

Evaluation is a summative description of an employee's performance in all areas of his/her responsibility. It is a system to identify competencies/deficiencies relative to an employee's job description and leads to determination of continuation, remediation-continuation, or termination. Evaluation addresses values and judgments about the criteria considered.

An employee's strengths and weaknesses shall be described as they support or diminish the mission of the school district.

An evaluation shall be written, as prescribed by the district, and placed in the employee's personnel file.

Evaluation shall lead to continuing employment, a plan for the remediation of deficiencies, or termination.

Frequency of evaluation shall be determined by the school board.

Self -evaluation shall be encouraged as an aid in the identification of performance strengths and weaknesses.

Administration shall be provided training to maintain and improve competencies related to evaluation procedures.

The school district has responsibility to maintain a fair staff evaluation program that fosters trust and professional growth.

Descriptor Term: **Evaluation of Professional Staff – Non Administrative**
 Descriptor Code: **AFCB-R**
 Issued Date: **4/87**
 Reviewed Date:
 Revised Date: 4/13 Temp recoding to AFCB-R
 Rescinds: **AFCB/GCNB-R**

Tenured licensed staff members shall have one written evaluation each year and non-tenured licensed staff members shall have three written evaluations each year.

The written evaluation shall be based on at least one formal observation.

Principals shall submit written evaluations of those licensed personnel under their supervision to the Personnel Office by the end of the school year.

Director of Special Education Services will assist in evaluating staff members in the Special Education Services Division.

Method of Evaluation

Written documentation must be submitted to the staff member so that oral or written reaction is possible.

The employee's signature is required on all performance documents indicating that the document has been received; however the signature does not necessarily indicate agreement.

Failure to adjust to the documented criticisms may result in the non-renewal of the contract.

Non-tenure teachers shall have the protection of M. S. 125. 12

Procedures for Termination of Services

Tenure Teachers

The staff member to be recommended for termination of contract shall be so informed prior to March 1.

Such a communication shall include a listing of the reasons for such actions based on prior documentation of administrative evaluation.

The staff member shall have an opportunity to submit a formal response for inclusion in the legal records of the District.

A Board hearing shall be held under the provision of M. S. 125. 12. 9, when a tenure teacher is involved, if the teacher requests a hearing.

Descriptor Term: **Evaluation of Professional Staff – Non Administrative**

Descriptor Code: **AFCB**

Issued Date: **4/87**

Reviewed Date:

Revised Date: 4/13 Temp recoding to AFCB-R

Rescinds: **AFCB/GCNB-R**

Non-Tenure Teachers

The staff member to be recommended for non-renewal of contract shall be so informed prior to June 1.

If the teacher request reasons for non-renewal of contract, reasons shall be given by the Board within ten (10) days of receiving such request.

Both notification and reason shall be delivered to the teacher involved.

Descriptor Term: **Evaluation of Support Staff**

Descriptor Code: **AFD**

Issued Date: **4/87**

Reviewed Date:

Revised Date: 3/7/2013 - Temporary recoding from AFD/GDN to Policy AFD

Rescinds:

Evaluation

There shall be a system of formal evaluation, which maximizes the support staff's efficiency and improves the effectiveness of the total educational program.

Descriptor Term: **Evaluation of Support Staff**

Descriptor Code: **AFD-R**

Issued Date: **4/87**

Reviewed Date:

Revised Date: 3/7/2013 - Temporary recoding from AFD-R/GDN-R to Policy AFD-R

Rescinds:

Evaluation

Each support staff member who works more than twenty (20) hours per week shall be evaluated at least twice each year during the first two years of employment in the District. The first evaluation shall be made by the immediate supervisor by mid-year and the second evaluation shall be completed by the end of the school year.

Employees who are in their third or later year of service in the District shall be evaluated at least one time each year, to be completed by June 1.

Additional appraisal may be made upon recognition of need by the supervisor or upon request of the individual employee.

After each appraisal the supervisor shall discuss the appraisal with the employee.

The appraisal shall be in writing on the proper form.

The employee shall sign the written appraisal and may comment on the appraisal if desired.

Personnel Data

Data gathered in the course of the procedure shall be used for review of job specifications and descriptions and in transfer, promotion, demotion and termination activities.

Completed reviews for personnel evaluated shall be sent to Human Resources for inclusion in the employee's file at the conclusion of the school year.

Descriptor Term: **Staff Conflict of Interest**

Descriptor Code: **BFF**

Issued Date: **4/87**

Reviewed Date:

Revised Date: 3/7/2013 - Temporary recoding from GBCA/BBF to Policy BFF

Rescinds:

Conflict of Interest

No employee of Independent School District 191, including any member of the Board of Education nor any person connected with the public school system in any capacity, shall be interested directly or indirectly in the sale, proceeds, or profits of any book, apparatus, furniture or product used, or to be used, in any school with which one is connected in any official capacity.

This section shall not apply to a person who may have an interest in the sale of a book as its author provided the employee does not participate in the selection process.

Legal References:

Minn. Stat. § 471.87

Minn. Stat. § 471.88

Minn. Stat. § 127.15

Descriptor Term: **Shared Decision-making**

Descriptor Code: **CD**

Issued Date: **4/93**

Reviewed Date:

Revised Date:

Rescinds:

The Board of Education recognizes that the operation of the schools presents a wide variety of circumstances under which decisions are made and carried out. The nature of specific issues and circumstances often present the opportunity for considerable involvement in the decision-making process by stakeholders throughout the school community. Other situations may require more immediate and decisive action where wide involvement and deliberation would not be appropriate.

The Board of Education is committed to the concept of shared decision-making whenever and wherever the issue or situation at hand makes such involvement appropriate and advantageous to the outcome of the decision. This commitment is an expression of the belief that shared decision-making is likely to result in insightful, effective and efficient solutions to local educational concerns.

The Board charges the superintendent with the responsibility to encourage staff, parent, community, and, where appropriate, student involvement in shared decision-making in all appropriate circumstances, and to foster collaborative efforts on behalf of increased quality in educational programs and services in the Burnsville-Eagan-Savage School District.

Descriptor Term: **Shared Decision-making Parameters**

Descriptor Code: **CD-R**

Issued Date: **4/93**

Reviewed Date:

Revised Date:

Rescinds:

The superintendent is charged with encouraging collaboration and participation in decision-making as appropriate throughout the Burnsville-Eagan-Savage School District. The Board of Education commitment to shared decision-making is based on the belief that decisions made with the benefit of diverse perspectives and the insights of those affected by such decisions are likely to be of higher quality and result in greater commitment to implementation.

This commitment to a shared decision-making approach is accompanied by decision parameters to assist those charged with managing and participating in the decision-making process to understand the expectation inherent in this approach. These parameters are to be used throughout the decision-making process and should be utilized to evaluate the appropriateness and supportability of any decision arrived at via a participatory approach. Not all of the parameters will apply in all circumstances. Nevertheless, decisions and proposals with an impact beyond an individual school or site will be evaluated utilizing the full set of parameters.

The parameters for shared decision-making are:

- 1) alignment with School District strategic plan and relevant goals;
- 2) utilization of effective research and practice;
- 3) inclusion of appropriate assessment plan and tools;
- 4) collaboration within the school community, with central office staff and with peers, as appropriate;
- 5) compliance with federal, state and local laws, regulatory agency rules, Board policies and regulations, and negotiated employee agreements. Where decisions are not in compliance, but where waivers are permitted, changes should be identified and rationale provided. Waivers must be requested and granted before implementation of any non-complying decision; and,
- 6) assurance of a reasonable level of awareness and support within the School District community, including the Board of Education and others with an interest in the decision.

Descriptor Term: **Fiscal Management Goal**

Descriptor Code: **DA**

Issued Date: **2/91**

Reviewed Date: **1/05**

Revised Date:

Rescinds:

The Board will establish policy and provide direction regarding the School District budget and financial affairs which reflect the general philosophy and goals of the community and which provide a framework within which the school system's administrative team can operate.

The budget and finance processes will conform to all state and local requirements as set forth by the State constitution, State statutes, Minnesota Department of Education rules, and Board policies.

The purpose of the District budget and finance policies is to provide direction for a systematized procedure such that continuity is maintained from year to year, and the public is kept informed regarding the educational and financial operations of the School District.

In the District's fiscal management, the Board will seek to achieve the following goals:

1. To establish levels of funding which will provide quality education for the District's students.
2. To develop budgets and to guide expenditures so that the greatest educational returns and the greatest contributions to the educational program in relation to dollars expended may be achieved.
3. To use the best available techniques of long-range planning, budget development, and budget administration, and to establish efficient procedures for accounting, reporting, purchasing, contracting, payments, auditing, and all other areas of fiscal management.
4. To maintain adequate fund reserves so that the District remains debt free and avoids the negative financial impact associated with borrowing for normal operational needs.

Legal Reference: Minn. Stat. § 123B.75 – 123B.78
 Minn. Stat. § 123B.52
 Minn. Stat. § 126C.17
 Minn. Stat. § 471.345

Descriptor Term: **Determination of Budget Priorities-Program Reductions**

Descriptor Code: **DBE**

Issued Date: **5/01**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

When financial projections indicate there will be insufficient funds to continue offering current programs and services, the School Board may direct the administration to prepare a list of suggested reductions for consideration. The amount of the reduction shall be determined by the School Board consistent with law, school district policy and sound financial management. Reductions may also be considered for the purpose of reallocating funds in order to further the District strategic plan or provide for changes in educational needs or priorities. The Superintendent, in consultation with other administrators, shall prepare a prioritized list of reductions for presentation to the School Board. The list shall be in the amount of 110% of the proposed reduction and shall be developed in a manner that will optimize the benefit from dollars expended by the District and minimizes the negative impact associated with the budget reduction. Prior to submittal to the School Board, the proposal will be reviewed with building principals who will review the proposal with the site council, building employees, parent groups and citizens. Building principals will accept comments regarding the proposal and possible alternatives. These comments will be forwarded to the Superintendent for consideration prior to preparation of the proposal to be submitted to the School Board. Following submittal of the proposal to the School Board, administration shall conduct public meeting(s) for the purpose of receiving public comments. All comments, whether written or verbal, will be forwarded to the School Board prior to the meeting at which board action is scheduled.

Descriptor Term: **Budget Implementation**

Descriptor Code:

Issued Date: **8/96**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

The budget adopted by the School Board authorizes administration to proceed with purchases and contracts as funded in the budget document and consistent with legal requirements and School Board policies.

Public funds are to be expended in accordance with law and authority granted by the School Board through policy or budget enactment. Typically, payments are made pursuant to a written or verbal contract or to satisfy an obligation resulting from issuance of a Purchase Order. According to Minnesota Statute, only the School Board, Superintendent or Business Manager have the authority to enter into a legally binding contract for the School District. All expenditures must be appropriately documented indicating a clearly identifiable public benefit, consistent with the institution's responsibilities, which accrued as a result of the expenditure. There is no statutory authority for the following expenditures: meals for employees during their normal workday while in the district, gifts, donations, social events, awards of other than a nominal value and bonuses.

Budget administrators are charged with the responsibility of determining the necessity and propriety of all expenditures within their budgetary authority. All expenditures are subject to audit by the Business Office, School Board or the District's auditors on an exception basis.

Legal References: Minn. Stat. § 123B.77
 Minn. Stat. § 123B.52

Descriptor Term: **Gate Receipts and Admissions**

Descriptor Code: **DFE**

Issued Date: **2/91**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

The collections and deposit of admission receipts from school events shall be the responsibility of the principal. All receipts from school sponsored activities shall be deposited in the General Fund or other District Fund as appropriate. Deposits should be made by the next business day.

Descriptor Term: **Accounting System**

Descriptor Code: **DIA**

Issued Date: **2/91**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

The financial accounting system shall be in accordance with the Uniform Financial Accounting and Reporting System (UFARS), the Minnesota Department of Education standards, as well as any additional accounting procedures requested by the School Board and/or Superintendent or required by any other applicable regulatory agency.

Legal Reference

Minn. Stat. § 123B.77

Descriptor Term: **Audits**
Descriptor Code: **DIE**
Issued Date: **2/91**
Reviewed Date:
Revised Date: **1/05**
Rescinds:

Annual Audit

The financial records of the District shall be audited annually in conformance with prescribed standards and legal requirements. The audit must be conducted in accordance with generally accepted governmental auditing standards, the Federal Single Audit Act and the Minnesota Legal Compliance Guide.

The audit shall be conducted by a Certified Public Accountant or the State Auditor.

On or before February 1 of each year, the Board shall retain an auditor to perform the current year's audit.

The audit, when completed, shall be presented to the Board for review and consideration.

The Business Manager shall be responsible for filing copies of the audit with the proper authorities as prescribed by law.

Legal Reference:
Minn. Stat. § 123B.77

Descriptor Term: **Petty Cash Accounts**
Descriptor Code: **DJB**
Issued Date: **6/91**
Reviewed Date:
Revised Date: **1/05**
Rescinds:

Program Administrators' Petty Cash Funds

The purpose of petty cash funds is to facilitate the prompt payment of minor, proper claims against the District on a Program Administrator level, which would be impractical to pay in any other manner. However, no claim for salary or the personal travel expenses of a District officer or employee shall be paid from these funds.

Descriptor Term: **Petty Cash Accounts**

Descriptor Code: **DJB-R**

Issued Date: **6/91**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

The purpose of a Petty Cash fund is to facilitate the prompt payment of minor claims against the District, which are impractical to pay in any other manner and to provide cash drawer change as necessary to conduct business.

Examples of eligible program Administrators' Petty Cash Fund claims:

Student refunds,

Postage,

Employee reimbursements for prior approved minor purchases,

Minor meeting arrangement expenditures.

Amount of Administrator's Petty Cash Funds:

Elementary Principals	\$200.00
Junior High Principals	\$200.00
Senior High Principals	\$300.00
Operations Director	\$200.00
Community Education Director	\$200.00
Special Education Director	\$200.00
Change Funds	As Needed

Guidelines

Petty Cash Administrators shall be bonded at District expense and shall be fully responsible for the custody and administration of their petty cash funds pursuant to Board policy and regulation as well as the cited references.

Petty Cash Administrators shall also be responsible for the legality and propriety of their petty cash expenditures. Petty Cash Funds shall not be used to advance or reimburse employees for travel or meeting expense.

Petty Cash administrators shall obtain prior approval from the Director of Accounting Services in the event there are any questions or doubt as to the legality, propriety, or eligibility of a pending

Every petty cash expenditure must be charged to a budget account which is controlled by the Petty Cash Administrator.

All petty cash expenditures shall be conducted on a person to person basis. They shall not be routed via United States Mail or the courier.

No single transaction may exceed the sum of \$35.00. This requirement shall not be circumvented by breaking down an expenditure. Transactions involving an expenditure of more than \$35.00 are to be processed via the Requisition/Purchasing Procedure or the District Petty Cash Fund regulations.

Every petty cash expenditure must be substantiated by an invoice, receipt, or cash register tape verifying payment and date and stating the nature of expenditure. Such evidence shall also be initialed by the Petty Cash Administrator.

The integrity of Petty Cash funds must be maintained at all times. These funds are not to be intermingled or deposited with receipts, other funds, or cash on hand.

All Petty Cash Administrators are permitted to deposit all or any portion of their Petty Cash funds in a separate checking account at an official District depository. The official depository offers free petty cash checking account service, excluding cost of check forms. The individual who maintains the petty cash account and/or is a signator on the checking account shall not be responsible for reconciling the account with the bank statement.

Petty cash processing forms will be provided by the Director of Accounting Services. Petty cash funds will be replenished as required upon submission of all invoices, receipts, or cash register tapes and a completed Reimbursement Summary itemizing all disbursements made since the last reimbursement. The reimbursement shall be limited to the amount of the established Petty Cash Fund. Reimbursement Summary forms will be designed and supplied by the Accounting Department. All Petty Cash funds must be replenished and audited at year-end.

Upon receipt and satisfactory audit of the Reimbursement Summary and its attachments, Accounting will promptly issue a check to replenish the fund. Omitted information or expenditures in violation of these instructions will result in delays. Reimbursement claims will be returned to the Petty Cash Administrator if completion and/or corrections are necessary.

The Business Manager is authorized to recall Petty Cash funds for failure to administer same pursuant to statutes and this regulation. The Director of Accounting Services is directed and authorized to audit Petty Cash funds on hand, annually and periodically, as deemed necessary.

Descriptor Term: **Payment Procedures**

Descriptor Code: **DK**

Issued Date: **2/91**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

Approval and Payment for Goods and Services

The receiving of goods and the approval and payment of invoices shall be in accordance with a centralized internal control system.

Subject to the conditions that substantiating invoices have been audited and approved via an internal control process, the Superintendent and Business Manager are authorized to pay claims prior to formal school board approval. All payments made prior to board approval shall be presented for approval at the next business meeting of the school board. Payment prior to school board approval does not affect the right of the school district or a taxpayer to challenge the validity of a claim.

The mechanical process of paying claims without the use of checks, otherwise known as electronic funds transfer, may be utilized for investments, debt redemption and payroll bank account transactions, and other financial transactions that are more readily conducted in this manner.

Payment by Electronic Funds Transfer:

The Board shall annually delegate the authority to make electronic fund transfers to the Business Manager.

A list of all such transfers shall be submitted to the Board with the monthly financial report.

A list of all claims against the District, including those above, shall be presented to the Board for official approval per Minnesota Statute. Claims not included above shall be withheld pending Board approval.

Descriptor Term: **Payroll Procedures**

Descriptor Code: **DL**

Issued Date: **6/91**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

All compensation due to employees shall be paid through the payroll process. Each employee shall file an Internal Revenue Service form W-4 before salary payment will be processed.

Pay authorizations must be received by the Payroll Department on the payday preceding the payday on which payment is expected. The employee's supervisor is responsible for promptly reporting earnings due the employee on the applicable authorization form and in accordance with contractual commitments for payment.

Employees will be paid by having their salary deposited in the financial institution of their choice via direct deposit. An employee may file a written request to receive a paycheck. Along with the written request, the employee must sign a Payroll Direct Deposit Waiver Acknowledgement form. All employees will be provided with security access to view their pay information on-line.

Errors in paychecks will be corrected on the next pay date subject to time constraints relating to processing as noted above.

Descriptor Term: **Payday Schedules**

Descriptor Code: **DLA**

Issued Date: **3/91**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

Administration shall establish timely pay dates for the payment of salaries and wages to employees.

Pay dates shall be regular and routine but shall consider accounting and data processing constraints.

Descriptor Term: **Payday Schedules**

Descriptor Code: **DLA-R**

Issued Date: **6/91**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

Pay Dates

District paydays are the 15th and the last day of the month. When the normal payday occurs on a weekend or holiday, the payday will be on the day immediately preceding the weekend or holiday.

Pay Amounts

Contract amounts are paid on a current basis. There is at least a one day period delay in the payment of most hourly, daily or other miscellaneous pay amounts.

Descriptor Term: **Salary Deductions**

Descriptor Code: **DLB**

Issued Date: **3/91**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

Payroll deductions, whether mandatory or voluntary, are authorized for the following purpose:

Mandatory Deductions

- Federal Income Tax
- State Income Tax
- FICA
- TRA
- PERA
- Court Assessments

Voluntary Deductions

- Employee Share of District Sponsored Group Insurance Premiums
- United Way
- Union Dues

Salary Reduction Plans

- Tax Sheltered Annuities IRS 403 (b)
- Tax Deferred Compensation IRS 457
- Flexible Benefit Plan Participation IRS 125

Descriptor Term: **Salary Deductions**

Descriptor Code: **DLB-R**

Issued Date: **7/99**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

Mandatory and voluntary payroll deductions shall be made and remitted in accordance with this regulation.

Mandatory Deductions

The School District shall withhold and remit mandatory payroll deductions in accordance with rules established by the federal government, state government, courts or applicable regulatory authority. Mandatory deductions shall be prepared for remittance prior to preparation of voluntary deductions.

Voluntary Deductions

Employee Paid Group Insurance

The employee share of group insurance premiums shall be deducted from the employee's pay for each month that the premium is due. Premiums for medical insurance and dental insurance shall be deducted before taxes pursuant to the District's Flexible Benefit Plan unless an employee requests in writing that said deduction shall be after tax. Deductions for insurance premiums are limited to District sponsored group insurance plans.

United Way

United Way deductions will be made if requested by at least one hundred (100) eligible employees.

A minimum deduction will be \$1.00 per pay date.

Deduction authorization will be submitted to the Payroll Department. Authorizations must be submitted to the Payroll Department on or prior to November 1, of the current year.

Beginning with the first pay date in January, equal deductions will be taken on each pay date of January through May, and the following September through December (18 pay dates.)

The deduction authorization must specify the amount to be deducted and be in multiples of eighteen (18).

The school district will make a single monthly payment to the United Way Organization. The check will be made payable pursuant to advance agreement.

The commitment for deduction of United Way contributions shall be for the total amount. It is understood that this agreement cannot be modified or canceled during the period of commitment, except in the case of termination of employment.

Refunds, if any, are obtainable only from the United Way organization.

The function of the school district is to deduct per employee direction upon initial application and remit same to United Way. Any other business associated with the program is the responsibility of the employee requesting the deduction.

Union Dues

Payroll deductions for union dues and fair share assessments as required by applicable Master Agreements shall occur as directed by the exclusive representative.

Salary Reduction Plan

Tax sheltered Annuities and Tax Deferred Compensation

Salary reductions for tax-sheltered annuities and tax-deferred compensation are permitted pursuant to applicable laws and rules. See policy DLBA and Regulation DLBA-R. Reductions for TSA and TDA purposes shall be made and remitted on a semi-monthly basis.

Flexible Benefit Plan

The District shall provide a flexible benefit plan pursuant to Internal Revenue Code Section 125. Employee participation shall be determined by employee contract or agreements made pursuant to the Public Employees Labor Relations Act. The Flexible Benefit Plan shall be as adopted by the School Board on August 2, 1990, subject to formal amendment thereafter.

Voluntary deductions are restricted to those indicated in this Policy and Regulation.

Descriptor Term: **Tax Sheltered Annuities/Deferred Compensation**

Descriptor Code: **DLBA**

Issued Date: **7/99**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

Tax Sheltered Annuities

It is the policy of District 191 to permit employees to participate, on a voluntary basis, in tax deferred annuity programs that meet the requirements of the Internal Revenue Code Section 403(b) and 457.

Employee Participation

Employee electing to participate in an IRC 403(b) or 457 program must execute a Salary Reduction Agreement prescribed by the school district and provide any information necessary to complete enrollment and ensure compliance. Employees wishing to change their salary reduction agreement may do so at any time by submitting a new salary reduction agreement. Any requested change in contributions will occur on the pay date occurring 30 days after submittal of the salary reduction agreement. The employee is responsible for any tax liability that may accrue as the result of participation in this voluntary program.

School District Responsibility

The School district makes no representation regarding the plans offered by vendors and accepts the limited responsibility of deducting and remitting the salary reductions requested by the employee.

Vendor Participation

Vendor participation in this program is limited to providers that are registered with the Minnesota Education Tax-qualified Administration & Compliance Service. Providers are responsible for calculating the maximum allowable contributions for each of their clients.

Matching Plans

Employees eligible for a district match as provided in an employment agreement must indicate their intent to participate in the matching plan by completing the appropriate section of the salary reduction agreement. The district's matching contribution will be pro-rated on a monthly basis.

Descriptor Term: **Tax Sheltered Annuities/Deferred Compensation**

Descriptor Code: **DLBA-R**

Issued Date: **8/98**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

1. Tax Sheltered Annuities (403b) and Tax Deferred Annuities (457)
 - A. It is the policy of District 191 to permit employees to participate, on a voluntary basis, in a Tax-Sheltered Annuity Program ("Program") which meets the requirements of Internal Revenue Code Section (403(b) and U.S. Department of Labor Regulation Section 2510.3-1(f). Employees are also permitted to participate in the State of Minnesota Deferred Compensation Plan under Internal Revenue Code Section 457.
 - B. The District is not the sponsor of the program. As described in E below, the District's responsibilities will at all times be limited to those set forth in U.S. Department of Labor Regulations Section 2510.3-2(f).
 - C. Participation in the Program is completely voluntary for all employees. Employees elect to participate in the Program by executing a Salary Reduction Agreement with the District. An employee may purchase an annuity contract, mutual fund shares to be held in a custodial account, or both under the Program.
 - D. The maximum contribution to any tax-sheltered annuity or tax deferred annuity program in a taxable year of the employee is limited to the amounts identified in the Internal Revenue Code.
 - E. District Participation in the Program is limited to any one or more of the following functions:
 - a. Permitting authorized vendors of annuity contracts or custodial accounts to publicize their products to employees;
 - b. Requesting information concerning proposed funding media, products or annuity contractors;
 - c. Summarizing or otherwise compiling the information provided in order to facilitate review and analysis by the employees;
 - d. Collecting annuity or custodial account payments as required by Salary Reduction Agreements, remitting such payments to a clearinghouse for distribution to vendors and maintaining records of such payments;
 - e. Limiting the vendors or products available to employees to a number and selection which is designed to afford employees a reasonable choice while simultaneously maintaining administrative efficiency.

(Criteria for vendors are set forth in 3 E, below.)

2. Employee Eligibility and Responsibilities:

- a. Any employee who is willing to defer \$200 or more annually is eligible to participate in the Program. Contributions will be made in even multiples consistent with the salary payment schedule selected by the employee.
- b. Employees elect to participate in the program by completing the Salary Reduction Agreement.

3. Vendor Participation:

- a. In order to ensure ongoing participation in the Program, vendors authorized to participate in the Program must be registered and accepted by the Minnesota Education Tax-qualified Administration and Compliance Service.
- b. Authorized vendors are permitted to leaflet building post office boxes annually, and may include a response card for employees to use to indicate their interest in participating in the Program using the vendor's investment product. The placement of the materials is the responsibility of the vendor(s). The District's name shall not be used in any manner which could be construed to mean that the District sponsors or endorses any program, company or product.
- c. Authorized vendors are permitted to conduct meetings which employees may voluntarily attend. Meetings are permitted to take place in District buildings in off duty hours on regular workdays. It is the responsibility of the vendor to schedule room use through the Building Principal.
- d. Authorized vendors are responsible for supplying accurate and timely invoices for payment of employee contributions to the Program on a monthly basis.
- e. Failure on the part of any vendor to supply accurate and timely invoices may result in restrictions on that vendor's authority to solicit participants among District employees.
- f. Each vendor is co-responsible, with each employee to whom it sells and investment product in connection with the Program, for ensuring that payments made under the employee's Salary Reduction Agreement do not exceed the maximum contribution permitted under the Internal Revenue Code Section 403(b) and 457 and the regulations thereunder. The vendor must verify the maximum allowable contribution for each employee contributing more the employee basic annual limit.
- g. Vendors must sign the service provider agreement provided by the Minnesota Educational Tax Qualified Administration and Comprehensive Service.

- h. It is the responsibility of each vendor to ensure that accurate records of all employee participation are maintained. Vendors of investment products are responsible for maintaining records of the participant contributions and earnings and for reporting them to participants on a periodic basis, but not less than annually.

Descriptor Term: **Cash in School Buildings**

Descriptor Code: **DM**

Issued Date: **4/91**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

The collection and receipting of cash in District buildings shall conform to standard business and accounting practices with respect to receipting, depositing and safekeeping.

Descriptor Term: **Cash in School Buildings**

Descriptor Code: **DM-R**

Issued Date: **4/91**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

Safekeeping

Receipts shall be written for all incoming revenues on a form to be provided by the Accounting Department.

In cases where a teacher collects monies from a class, a single summary receipt may be issued to the teacher.

The original copy of the receipt and/or a copy of the bank deposit slip shall be forwarded to Accounting.

All monies held overnight shall be kept in a designated secure place and in no case shall monies held overnight be kept in desk drawers or file cabinets.

Deposits

All receipts are to be deposited intact on a daily basis.

The term "intact" means that disbursements shall not be made nor shall personal checks be cashed out of revenues awaiting deposit.

Large sums of money collected after banking hours shall be deposited on the date of receipts, using the banks' night depository service.

Descriptor Term: **Disaster Plans**

Descriptor Code: **EBCA**

Issued Date: **2/96**

Reviewed Date:

Revised Date: **3/05**

Rescinds:

DISASTER PREPAREDNESS

District 191 recognizes the existence of the possibility of disaster resulting from fire, terrorism, criminal activity or natural causes, and to ensure that the resources of the District will be organized to deal with such disaster, the Safety Director shall prepare a school emergency plan in accordance with directives issued by the Minnesota Department of Education and provide for the necessary training and instruction so that school emergency disaster plans may be carried out with the greatest possible speed and safety.

The School District should provide a safe environment and take reasonable precautions to protect students, staff and patrons from injury or disaster while on school property.

The Safety Director is responsible for developing and coordinating the building plan for disaster preparedness. The building principal is responsible for execution of the plan and the instruction of students and staff in its operation.

Legal References:	42 U.S.C. 5121 et.seq.	(Disaster Relief and Emergency Assistance)
	Minn. Stat. Ch. 12	(Emergency Management)
	Minn. Stat. § 121A.06	(Reports of Dangerous Weapon Incidents in School Zones)
	Minn. Stat. § 121A.035	(Crisis Management Policy)
	Minn. Stat. § 299F.011	(Uniform Fire Code)
	Minn. Stat. § 299F.391	(Health Care, Education, or Lodging Facility)
	Minn. Stat. § 299F.30	(Fire Drill in School)
	Minn. Stat. § 299F.452	(Reporting Malicious False Fire Alarm)
	Minn. Stat. § 609.605, Subd. 4	(Trespasses on School Property)
	Minn. Rules. Pt. 7510	(Fire Safety)

Descriptor Term: **Disaster Plans**

Descriptor Code: **EBCA-R**

Issued Date: **2/96**

Reviewed Date:

Revised Date: **3/05**

Rescinds:

DISASTER PREPAREDNESS

The Safety Director is responsible to develop and coordinate with the principals a building disaster preparedness plan.

The building principal is responsible for execution of the plan and the instruction of pupils and staff in its operation.

The Safety Director shall review this plan with the principals annually.

Legal References:	42 U.S.C. 5121 et. seq.	(Disaster Relief and Emergency Assistance)
	Minn. Stat. Ch. 12	(Emergency Management)
	Minn. Stat. § 121A.06	(Reports of Dangerous Weapon Incidents in School Zones)
	Minn. Stat. § 121A.035	(Crisis Management Policy)
	Minn. Stat. § 299F.011	(Uniform Fire Code)
	Minn. Stat. § 299F.391	(Health Care, Education, or Lodging Facility)
	Minn. Stat. § 299F.30	(Fire Drill in School)
	Minn. Stat. § 299F.452	(Reporting Malicious False Fire Alarm)
	Minn. Stat. § 609.605, Subd. 4	(Trespasses on School Property)
	Minn. Rules. Pt. 7510	(Fire Safety)

Descriptor Term: **Building and Grounds Security**

Descriptor Code: **ECA**

Issued Date: **4/91**

Reviewed Date:

Revised Date: **3/05**

Rescinds:

School buildings constitute the greatest monetary investment of the District and shall be protected against potential hazards such as vandalism, theft, fire, faulty equipment and unsafe practices.

Descriptor Term: **Vandalism**

Descriptor Code: **ECAB**

Issued Date: **4/91**

Reviewed Date:

Revised Date: **3/05**

Rescinds:

Willful or malicious destruction or defacement of District property will not be tolerated.

All employees shall be responsible for reporting to their supervisor incidents of vandalism.

The Superintendent is authorized to sign a criminal complaint and to press charges against perpetrators of vandalism against school property.

Descriptor Term: **Vandalism**

Descriptor Code: **ECAB-R**

Issued Date: **4/91**

Reviewed Date:

Revised Date: **3/05**

Rescinds:

Vandalism

When vandalism becomes inordinate, a committee shall be convened at the building level to discuss ways and means of vandalism prevention. Building maintenance will be sustained at a high level so as not to encourage further acts of destruction or defacement.

Restitution for Vandalism Damage Costs

Where willful and malicious acts cause damage, the costs will be sought in full.

The method of seeking restitution has three varying levels:

(1) senior high, (2) junior high, and, (3) elementary.

- (1) The parents of senior high students under eighteen years of age who are guilty of vandalism shall have the option of paying by check or arranging a work program for their student at prevailing hourly student rates.

Students over eighteen years of age will be given the pay/work option.

- (2) The junior high process is the same as for under eighteen (senior high students), except that up to twenty-five percent (25%) of the restitution cost may be waived if the student performs the work in a cooperative and dependable manner.

- (3) No work option is available for elementary students. The parents will receive our demand for restitution.

In any of the three cases where refusal to make restitution is made, the Business Office shall initiate small claims court proceedings to recover legal limits subject to the exercise of reasonable discretion with respect to the likelihood of recovery and the costs of pursuing recovery.

Where the vandals are referred to the Dakota or Scott County Court, the District shall communicate our interest to the judge and request that restitution be part of the ruling.

Descriptor Term: **Student School Bus Scheduling
and Routing**

Descriptor Code: **EEAB**

Issued Date: **3/05**

Reviewed Date:

Revised Date:

Rescinds:

School Bus Scheduling and Routing

Bus routes are determined by the District transportation office. Determination of bus stops will be reviewed annually and the number of students at bus stops will be determined by the District. The District will not provide transportation on dead-end streets or culdesacs that deter from safe, efficient, and effective transportation services; i.e. ability of buses to turn without backing.

Descriptor Term: **Student Transportation Provided
or Arranged by the District**

Descriptor Code: **EEAE**

Issued Date: **9/98**

Reviewed Date:

Revised Date: **3/05**

Rescinds:

Scheduled student transportation that is provided or arranged by the District shall be via regular school bus or, if by standard automobile, in vehicles that meet all requirements relating to their use to transport students. All vehicles used to transport students must be inspected annually by the State Highway Patrol and carry necessary safety equipment including, first aid kits, fire extinguishers, body fluid clean-up kits, and emergency warning signs.

Parents of students participating in off-site activities for which the District does not provide transportation must sign a form recognizing the lack of transportation services and assuming full responsibility for getting their student to the off-site location. Parents may also request that their student be excused from District provided transportation in which case they will sign a form officially accepting responsibility for the service.

Exceptions to this policy are permitted in the event of an emergency or when the need to transport a student(s) cannot be anticipated in advance.

Descriptor Term: **Student Transportation – Private Vehicles**

Descriptor Code: **EEAE-R**

Issued Date: **9/95**

Reviewed Date:

Revised Date: **3/05**

Rescinds:

Use of Volunteer Drivers and Privately Owned Vehicles

Eligible Trips and Passengers

This policy is limited to the trips which involve not more than twenty (20) students traveling to the same site at the same time and for which the District authorizes transportation.

Only the drivers, participants and assigned individuals are to be transported under this policy. Accordingly, no spectators or guests are to be transported.

Eligible Vehicles

Only the building principal or designee, Assistant Superintendent or Superintendent are empowered to authorize the use of privately owned vehicles on school sponsored trips. Said authorization must be executed in writing prior to commencing the trip or activity.

Only unmodified, standard performance automobiles which meet the State of Minnesota safety standards may be used on such trips.

The number of passengers assigned to each privately owned vehicle shall not exceed the vehicle manufacturers stated capacity.

Privately Owned Vehicle Insurance

No employee or privately owned vehicle may be used to transport students on a school sponsored trip without the owner's prior written permission on a form to be prescribed and made available by the Transportation Director.

The owner shall certify that the vehicle furnished is currently covered by an insurance policy, which meets or exceeds the State of Minnesota requirements.

Compensation for the use of a private vehicle shall be limited to the District's mileage reimbursement rate.

The owner's permission shall also relieve and hold harmless the District for any and all liability for damages to the privately owned automobile.

The owner's permission shall also relieve and hold harmless the District for any and all other liabilities to the owner, which may result from such use of the vehicle.

Volunteer Drivers

All persons authorized to transport students in a privately owned vehicle on school business must be authorized in writing. Only the building principal or designee, Assistant Superintendent or Superintendent are empowered to grant such authorization. Said authorization shall be executed on a trip or activity basis prior to commencing each trip or activity.

All authorized drivers must certify possession of a current and valid Minnesota driver's license.

The District will not knowingly allow any person to serve as a volunteer driver who has been convicted of careless or negligent driving, driving while under the influence of alcohol or drugs or a similar violation, open bottle, or has more than three moving violations within the past five years. All volunteer drivers must certify freedom from such driving violations prior to receiving District authorization.

When students serve as volunteer drivers, the parents/guardians of all passengers, including the driver, shall approve the transportation arrangements by signing a permission form which clearly indicates their consent to having their child transported in a private automobile operated by a student driver.

Descriptor Term: **Food Service Management**

Descriptor Code: **EF**

Issued Date: **1/91**

Reviewed Date:

Revised Date: **3/05**

Rescinds:

Food Service Management

The school food service program is to operate on a daily, optional participation basis as a convenience for students, staff and occasional guests of the District. The program is to be financially self-sufficient and operate in compliance with the requirements of the Federal Child Nutrition Program and the Minnesota Department of Health.

In order to maintain a financially self-sufficient program, competing food sales are prohibited. Food vending machines should not be operated in competition with school food service.

Descriptor Term: **Free and Reduced Price Food Services**

Descriptor Code: **EFB**

Issued Date: **4/91**

Reviewed Date:

Revised Date: **3/05**

Rescinds:

Free and Reduced Price Food Services

The District will participate in the federal free and reduced price meal program for eligible students.

Descriptor Term: **Free and Reduced Price Food Services**

Descriptor Code: **EFB-R**

Issued Date: **4/91**

Reviewed Date:

Revised Date: **3/05**

Family size and income information to determine eligibility for free and reduced price meals will correspond with the Federal guidelines distributed annually. Children from families whose income is at or below the guidelines are eligible for free or reduced price meals.

Applications and information will be distributed to each family with school age children in the District at the start of each school year.

The Food Service Office will review the confidential applications and determine eligibility utilizing the Federal guidelines. The Food Service Office will verify the applications to assure compliance with all Federal regulations and guidelines.

To discourage the possibility of misrepresentation, the application forms shall contain a statement above the space for a signature certifying that all information furnished in the application is true and correct and that deliberate misrepresentation of information may subject the applicant to prosecution under the applicable State and Federal statutes.

Meals provided under the free and reduced price lunch program shall be identical with those provided to students paying the full price for the meal.

In the operation of child nutrition programs, no child will be discriminated against on the basis of race, gender, religion, color, or national origin.

Descriptor Term: **Mail and Delivery Services**

Descriptor Code: **EGAB**

Issued Date: **4/91**

Reviewed Date:

Revised Date: **3/05**

Rescinds:

Mail and Delivery Services

The intra-district mail will be delivered to all District buildings on a daily basis per the schedule established by the Director of Purchasing.

Descriptor Term: **Cellular Phones**

Descriptor Code: **EGAC**

Issued Date: **3/05**

Reviewed Date:

Revised Date:

Rescinds:

Cellular phones will be acquired/leased when deemed appropriate by administration and within budgetary authority. Provision of a cellular phone shall be based on employment responsibilities with approval from the employee's supervisor.

The acquisition of cellular phones shall be accomplished through the District's purchasing department.

Personal use of cellular phones shall be incidental. Employees are to reimburse the District for all personal calls.

Descriptor Term: **Facilities Construction**
Descriptor Code: **FE**
Issued Date: **11/83**
Reviewed Date: **3/10**
Revised Date: **4/10**
Rescinds:

NEW CONSTRUCTION

The Board shall determine the extent of all new construction based upon reports and recommendations submitted by the administration through the Superintendent.

Descriptor Term: **Facilities Construction**

Descriptor Code: **FE-R**

Issued Date: **11/83**

Reviewed Date: **3/10**

Revised Date: **4/10**

Rescinds:

DETERMINING NEEDS

The Superintendent is responsible for the establishment of a system to determine existing and projected needs of the school construction program.

The Superintendent shall report to the Board of the state and condition of existing facilities as they relate to servicing future needs and purpose.

A constant effort shall be made to assess projected student enrollments, physical facilities, and financial position of the District.

At regular intervals appropriate to long range planning, the administration shall submit, for review by the Board, a report of current factors or community growth: projection of enrollments, financial resources, and conditions.

DETERMINING THE EXTENT OF NEW CONSTRUCTION

The Board shall determine the extent of all new construction based upon reports and recommendations from the through the Superintendent.

New construction is defined to include major repair and replacement of all building items to the extent that they shall be maintained in the condition of their original construction, or as redesigned.

Descriptor Term: **Architect**
Descriptor Code: **FEB**
Issued Date: **11/83**
Reviewed Date: **3/10**
Revised Date: **4/10**
Rescinds:

DISTRICT ARCHITECT

The District shall employ a licensed architect for major projects on an as needed basis.

An architect employed by the School District shall carry errors and omissions liability coverage with limits of at least \$2,000,000.

The limits of insurance required by the District may be adjusted as suggested by the following factors: size of project, complexity of project, number of prime contractors.

The policy shall not contain a deductible in excess of \$25,000.

Descriptor Term: **Retirement of Facilities**

Descriptor Code: **FL**

Issued Date: **11/83**

Reviewed Date: **3/10**

Revised Date: **4/10**

Rescinds:

CLOSING AND RETIRING A SCHOOL FACILITY

School facilities will be considered for closing when a facility is no longer needed or when the decline in enrollment makes operation of all facilities impractical or the operation of all facilities would have a detrimental effect on the District's education program.

Selection of a school facility for closing shall be based upon the adequacy of that facility with respect to other facilities in meeting specific criteria.

The Board shall establish a committee to include community members to investigate and make recommendation(s) of a school facility(s) for closing. Their recommendation(s) shall be presented to the Board prior to public hearings.

The Board shall hold public hearings to encourage community participation in the deliberation on closing a school facility.

When the decision is made to close a specific school facility, the Board shall determine, with the assistance of a citizen's study committee, whether the facility should be sold, leased or retained for future use.

The final decision to close a school facility shall be made by the School Board allowing adequate time to prepare for the closing and reassignment of staff members for the targeted school year.

Descriptor Term: **Retirement of Facilities**

Descriptor Code: **FL-R**

Issued Date: **11/83**

Reviewed Date: **3/10**

Revised Date: **4/10**

Rescinds:

CONSIDERATION OF FACILITY RETIREMENT

“School facility” means all school property including District buildings, sports facilities and undeveloped land.

Prior to closing a school facility the Board shall consider alternatives to facility retirement. Alternatives may include changing school boundaries to affect enrollment, shifting programs from one building to another and implementation of new programs.

A decision to study facility closing should be made when a facility is no longer needed or when declining enrollment reaches a point at which continued operation of all facilities would result in detrimental effects of a part or all of the educational program and would also result in adverse effects on the financial management of the District.

CRITERIA FOR SELECTIING FACILITY RETIREMENT

When a facility is considered for closing, educational program impact should be determined, an assessment of comparable facilities should be addressed, and the consequences for placement of students should be specified.

The criteria governing the selection of facilities to be closed are classified as follows:

Education Program Assessment

Educational Facility – The optimal enrollment, school size, room configuration and site for an educational facility should be defined to maintain an effective education program.

Educational Services – Services related to media, special programs, food distribution, administration, custodial and storage areas should be considered in light of current needs.

Staffing Patterns – Staffing to support a typical educational program in the type of building under consideration for closing should be determined based upon the current education program in effect.

Present Facility Analysis

Facility Space – Each facility under consideration should be analyzed to determine all space available to support an educational program.

Facility Financial Assessment – A comparison of maintenance and operation costs to include energy, utility and service contracts should be conducted.

Facility Physical Condition – Consideration should be given to the age and future useful life, necessary or planned building improvement, compliance with city, state and federal building codes and short and long range maintenance requirements.

Facility and Site unique Factors – Consideration should be given to those physical characteristics which could not be easily duplicated or would be difficult to replace, such as pools, theaters, athletic or playground facilities, adjacent park facilities, etc.

School / Community Implications

Enrollment – District enrollment trends should be examined to determine if a school building could be closed.

Student Reassignment – School attendance areas should be simulated to assure as much as possible in adequate distribution for students among the remaining buildings.

Student Transportation – Transportation safety and number of students transported should be considered for all affected attendance areas.

Demographic Assessment – The composition of neighborhoods relative to type and age of housing, potential for growth, enrollment trends and permanency of a decision to close a school should be studied.

Disposition of Closed Facility

District Need to Retain Facility – Consideration should be given to projecting future educational needs of the District in relationship to changing enrollment/population trends and space requirements for educationally related activities under the direction of the District.

Facility Usage Alternatives – a listing of potential uses for a closed facility should be developed to include the sale or lease of the facility, potential for other District use, and consistency with other governmental area plans.

RECOMMENDATION FOR SELECTING A FACILITY FOR RETIREMENT

A process for selecting a facility for retirement will be determined by combining those criteria specified under “Criteria for Selecting a Facility for Retirement” into statements that can be considered in a weighting process. Each statement will be assigned a weighting rank. A ranking process will be employed in the final selection for a facility retirement.

Recommendations may also consist of compilations of school facility assessments and other materials and judgments the committee feels are relevant to their final recommendation.

A net savings, if any, associated with each facility rated in ‘Present Facility Analysis’ will be calculated to include salaries, fringe benefits, maintenance and operations, supplies and materials.

The disposition of an existing facility will be determined at the time of specifying the retirement-based on the criteria in “Disposition of Closed Facility.”

PROCEDURE FOR PUBLIC HEARINGS AS PART OF DELIBERATIONS TO CLOSE A SCHOOL FACILITY

The Board shall conduct public hearings to explain the need to retire a school facility and to present the supporting documentation that has been accumulated.

The public hearing shall be fully informed of all deliberations and decisions relating to the closing or potential closing of a school.

PROCEDURE FOR SALE, LEASE OR RETENTION OF A SCHOOL FACILITY

If a facility is to be sold, the District's Business Manager shall proceed as directed by the School Board.

Funds generated from the sale of real property shall be deposited in the Debt Redemption Fund or Capital Expenditure Fund as required by Minnesota Statutes.

Lease of a school facility shall be examined in terms of short term and long term advantages to the District as compared to sale of the facility or continued ownership of vacated property.

Continued ownership of a closed facility shall be determined on the basis of alternate uses, cost of ownership, current and projected needs, feasibility of sale or lease and consequences of sale or lease.

Prior to committing a facility to an alternate use, the city government shall be consulted to determine if the proposed use is permissible under local zoning ordinances.

PROCEDURE FOR IMPLEMENTATION OF SCHOOL CLOSING

The Building principal shall be responsible for building equipment and supplies inventories, updating all student records, transferring of student records to the new school of attendance, collecting and cataloging all keys held by employees, closing of all student activity bank accounts via transfer to appropriate accounts in other buildings and the discontinuance and finalization of all purchasing.

The Office of Human Resources will inform all District employees of the impending closure and the possible effects on each staff member. Placing individuals on unrequested leave of absence must be completed pursuant to Minnesota Statutes, District Policy and applicable Master Agreements.

The custodial staff, under the direction of the Director of Operations or his/her designee, shall prepare the building for retirement by securing all entrances and windows, draining the plumbing fixtures and shutting down all mechanical equipment.

The Director of Planning and Information Systems will provide a plan for the reassignment of students, taking into consideration the enrollment in neighboring schools, walking distances, building capacities, projected enrollment changes, programs and transportation requirements.

The Superintendent will inform all District residents of the impending closure, the schedule of events designed to implement the closure and the changes in attendance areas resulting from the closure.

The Director of Purchasing and Properties shall direct the transfer, storage, sale or relocation of all materials and equipment housed in the facility to be closed.

Legal Reference:
Minn. Stat. § 123.36, Subd. 13

Descriptor Term: **Communicable Diseases Employees & Staff**

Descriptor Code: **GBEA**

Issued Date: **9/86**

Reviewed Date: **2/10**

Revised Date: **3/10**

Rescinds: **JHCC/GBEA**

EMPLOYEES

It is the policy of the School Board that employees with communicable diseases not be excluded from attending to their customary employment so long as they are physically able to perform tasks assigned to them and so long as their employment does not create a substantial risk of the transmission of illness to students or employees of the School District.

CIRCUMSTANCES AND CONDITIONS

Determination of whether a contagious individual's job performance creates a significant risk of the transmission of the illness to students or employees of the school district will be made on a case-by-case basis. Such a decision will be based upon the nature of the risk, the duration of the risk, the severity of the risk and the probability the disease will be transmitted and will cause varying degrees of harm. Assessing the risk of transmission of the disease will be done in consultation with local and state public health departments.

PREVENTION

The School District shall, with the assistance of the Commissioners of Health and Education, implement a program to prevent and reduce the risk of sexually transmitted diseases in accordance with Minn. Stat. §121.23.

The School District will develop routine procedures for infection control at school and for educating employees about these procedures.

INFORMATION SHARING

Public concern regarding communicable diseases is neither an excuse nor defense for the violation of data privacy rights of employees who have or are rumored to have such illnesses.

Health data regarding students is private data, Minn. Stat. §13.32, Subd. 2, and is not to be disseminated to the public or to staff without the strict observance of data privacy rights.

Health data regarding employees is private data, Minn. Stat. §13.43, Subd. 2, and may not be released to the public nor to fellow employees without strict observance of data privacy rights of public employees, Minn. Stat. §13.43.

REPORTING

The School District will develop routine procedures for reporting of communicable diseases to the local and/or state public health departments.

Legal References:

Minn. Stat. § 121A.23 (Health-Related Programs)

Minn. Stat. § 13.32, Subd. 2 (Educational Data)

Minn. Stat. § 13.42, Subd. 2 (Personal Data)

Minn. Stat. § 144.4186 (Data Privacy)

Cross Reference:

MSBA/MASA Model Policy 420

Descriptor Term: **Personnel Records Retention and Access**

Descriptor Code: **GBL**

Issued Date: **7/01**

Reviewed Date:

Revised Date:

Rescinds:

In accordance with statute and past practice of Independent School District 191, individual personnel files shall be maintained and accessed in the following manner:

- I. The official office-of record for all personnel files is the office of the Executive Director of Human Resources. Offices of principals and supervisors are considered extensions pro-tem of the district Human Resources Office in regard to personnel files. Such records shall be forwarded to the Human Resources Offices by June 30 of each year.
- II. Evaluations and materials within the individual's personnel file may be examined during business hours, subject to availability of the supervisor. Files may not be removed from the office(s).
- III. Individual employee may attach a signed explanation, rebuttal or response to any material generated within the district and such attachments shall become a part of the individual's file.
- IV. The employee shall have the right to reproduce any of the contents of the file at the employee's expense.
- V. The district may destroy records in accordance with the general records retention schedule.

Descriptor Term:	Descriptor Code:	Issued Date:
Private Health Information Protection	GBLAB	5-15-03
	Rescinds:	Issued:

The District will comply with the Health Insurance Portability and Accountability Act Privacy and Security Regulations as adopted by the Department of Health and Human Services, effective April 14, 2003.

The District will appoint a privacy officer and a security officer.

The District will provide Notice of Privacy Rights to each covered employee.

The District will develop procedures to protect the private health information of employees.

The District will conduct training on HIPAA privacy requirements.

The District will develop a grievance procedure for violation of the policy.

Legal References: P.L. 104 -191

Descriptor Term: **Staff Complaints and Grievances**

Descriptor Code: **GBM**

Issued Date: **4/87**

Reviewed Date:

Revised Date: **7/01**

Rescinds:

Non Contract Grievance Procedure – All Personnel

The non-contract grievance procedure applies only to those claims which are not covered by a written master agreement.

A grievance under this procedure is a claim by an employee that there has been a violation, a misinterpretation or misapplication of a District Policy or regulation adoption by the Board or a written administrative procedure.

- I. If an employee believes there is a basis for a grievance, the employee shall discuss the alleged grievance within ten (10) working days of the occurrence. The alleged grievance shall be placed, in writing, on the proper form. A written response shall be made by the administrator within seven (7) working days of the meeting.
- II. In the event the employee is not satisfied with the disposition of the alleged grievance by the administrator the employee shall submit a copy of the original written grievance and a copy of the response to the Superintendent with five (5) working days of the grievor's written response. The Superintendent will meet with the grievant within ten (10) working days to discuss the issue; and, will indicate a final disposition in writing no later than seven (7) working days following the meeting.

The Superintendent may appoint a designee to hear any grievance at Level II.

- III. Non-contract grievances are not subject to arbitration.

Descriptor Term: **Professional Staff Positions**

Descriptor Code: **GCA**

Issued Date: **1/84**

Reviewed Date:

Revised Date:

Rescinds:

All Independent School District 191 personnel shall have job descriptions developed and disseminated so that the individual responsibilities, in the total operation of the district, are understood by all.

Descriptor Term: **Professional Staff Contracts and Compensation Plans**

Descriptor Code: **GCB-R**

Issued Date: **4/87**

Reviewed Date:

Revised Date: **7/01**

Rescinds:

The negotiated master agreement of the designated unit serves as the contract for each member of that unit.

Continuing Contracts

- I. The first, second, and third consecutive years of a certificated employee's experience in Minnesota in a single school district is deemed to be a probationary period of employment, and after completion thereof, the probationary period in each school district in which the person is thereafter employed shall be one year.

During the probationary period, any annual contract with any certificated employee may or may not be renewed as the Board shall see fit, provided that written notice be given before July 1st.

- II. All employee contracts approved by the Board should bear the facsimile signature of the chairperson and the clerk.

Legal References:

Minn. Stat. § 122A. 40 Subd. 5

Descriptor Term: **Professional Staff Fringe Benefits**

Descriptor Code: **GCBC**

Issued Date: **1/84**

Reviewed Date:

Revised Date:

Rescinds:

Health Maintenance Organizations

Participation in HMO's will be made available to all employees of District 191 as an alternative to the district's regular hospital-medical program.

Descriptor Term: **Professional Staff Fringe Benefits**

Descriptor Code: **GCBC-R**

Issued Date: **1/84**

Reviewed Date:

Revised Date:

Rescinds:

Health Maintenance Organizations

Procedures for Choice

The Personnel Department will establish procedures for initial entry into an HMO program.

The annual determination for transfer from the regular program to an HMO, or the reverse, shall be set by the Personnel Department each year, once the program has been established.

The effective date for coverage under any plan shall be July 1, each year.

Effective July 1979, employees must remain with the plan selected for one year.

Forms for enrollment and cost information of the HMO programs shall be available in the Personnel Office.

Available Programs

Employees may opt for participation in plans offered by Nicollet Eitel Health Plan, Group Health Plan, Incorporated, or Physicians Health Plan, as an alternative to the basic district health-medical insurance program.

Eligibility

Employees who work twenty or more hours per week are eligible to participate in the plan of their choice.

District Premium Contribution

The district will pay an amount up to the base rate of the regular health-medical insurance program for those with single coverage according to the plan set forth in the regulation or working agreement covering the particular employee unit. Any cost above that amount will be borne by the individual employee by payroll deduction.

The district will pay the dependent coverage premium in an amount not to exceed that stated in the applicable employee unit agreement. Any cost above the stated amount shall be borne by the individual employee by payroll deduction.

Descriptor Term: **Health Maintenance Organizations**

Descriptor Code: **GBCA-R/GDBCA-R**

Issued Date: **1/84**

Reviewed Date:

Revised Date:

Rescinds:

Procedures for Choice

The Human Resources Department will establish procedures for initial entry into an HMO program.

The annual determination for transfer from the regular program to an HMO, or the reverse, shall be set by the Human Resources Department each year, once the program has been established.

The effective date for coverage under any plan shall be July 1, each year.

Effective July 1, 1979, employees must remain with the plan selected for one year.

Forms for enrollment and cost information of the HMO programs shall be available in the Human Resources Department.

Available Programs

Employees may opt for participation in plans offered by MedCenters, Group Health Plan, Inc., or Physicians Health Plan, as an alternative to the basic District health-medical insurance program.

Eligibility

Employees who work twenty or more hours per week are eligible to participate in the plan of their choice.

District Premium Contribution

The District will pay an amount up to the base rate of the regular health-medical insurance program for those with single coverage according to the plan set forth in the regulation or working agreement covering the particular employee unit. Any cost above that amount will be borne by the individual employee by payroll deduction.

The District will pay the dependent coverage premium in an amount not to exceed that stated in the applicable employee unit agreement. Any cost above the stated amount shall be borne by the individual employee by payroll deduction.

Descriptor Term: **Professional Staff Hiring**

Descriptor Code: **GCD-R**

Issued Date: **1/84**

Reviewed Date:

Revised Date: **4/01**

Rescinds: **GCC, GCC-R, GCCA-R
GCDA-R, GCDAA, GCDAA-R,
GCDB, GCDB-R**

This policy describes the process by which school district administrators make recommendations as to individuals to be hired for vacant or newly created positions. Ultimately, hiring decisions are the function of the School Board.

I. Personnel Need Determination

The Business Manager and the Executive Director of Human Resources, share joint responsibility for recommending staffing allocations for the subsequent year as part of the budget development process.

The staffing proposal shall be reviewed by the Superintendent and presented to the Board of Education at its first March meeting, so appropriate action may be taken.

II. Recruitment

The Executive Director of Human Resources, shall be responsible for making vacancies known to district staff, various educational institutions and placement bureaus.

- A. Positions to fill vacancies of 20 hours per week or more will be posted district wide for a minimum of seven days, with the following exception: positions which directly serve students and become vacant within two weeks of the start of school may be filled as soon as possible after posting.
- B. Positions to fill non-benefited vacancies must be posted at the site(s) of the vacancy for a minimum of three days.
- C. Vacancies which have not been filled within 45 days of the application deadline must be re-posted prior to a recommendation for hire.

III. Applications

The Executive Director of Human Resources will be responsible for maintaining an active file or applicants for professional positions. An active file shall include letter of interest, resume, the district's application, credentials and references. The Executive Director of Human Resources will be responsible for informing candidates of the status of their applications.

IV. Selection

- A. The responsible administrator, Principal, or Director of Individual Student Services shall begin the teacher selection process by reviewing files of interested candidates and conducting interviews. The immediate supervisor of the individual to be employed will be consulted in the screening process.

- B. Selection shall be based upon the experience, training, and other skills of the candidate which relate to the requirements of the job description for the position, as well as the candidate's performance during the interview process and a review of all information gathered as part of the application process. There shall be no unlawful discrimination against any candidate on the grounds of race, color, sex, disability, religion, creed, national origin, age, marital status, sexual orientation, socio-economic status, and statute with regard to public assistance or veteran status.
 - C. Administration shall make the final decision in promotions, transfers, demotions, or reductions in work hours subject only to specific procedures in the applicable master agreements or regulations.
 - D. The administrator must forward the Hiring Recommendation form to the Executive Director of Human Resources to initiate a recommendation to hire.
 - E. The hiring administrator will be responsible for informing interviewees of the status of their application
- V. Appointments
- A. A recommendation for hire will not be forwarded to the Board of Education until the following information is in the District's possession:
 - 1. A signed and completed application
 - 2. Verification of a valid Minnesota license or alternative permission from the Board of Teaching for licensed positions
 - 3. Completion of at least 3 reference checks by the responsible administrator
 - B. Employment in the District is subject to receipt and review of a criminal background check.

No permanent employee may be employed for any position in Independent School District 191 until after Board approval for each individual.

If the Board approves the recommendation to employ, the salary or wage and fringe benefits, except insurance, where practicable, shall be retroactive to the first day in the position. Insurance coverage is subject to the rules of the carrier.

No person will be employed on a temporary or casual basis by any administrator or supervisor until authorization is requested and approved by the Superintendent or a designate. Program designates are as follows:

Community education employees - Director of Community Education
 Special education employees - Director of Individualized Student Services
 All other employees - Executive Director of Human Resources

The Superintendent or a designee is authorized to employ on a temporary or a casual basis, with the limitations that type of employment implies, which is hourly pay with no fringe benefits, until the Board has rendered its decision to employ or not to employ.

If the Board denies the recommendation to employ, the temporary employee shall be terminated effective on the date of the decision.

It shall be the responsibility of the Executive Director of Human Resources, to submit the retroactive salary adjustment on the next occurring regular time sheet date after the employee has been approved by the Board.

Descriptor Term: **Part-Time and Substitute Professional Staff Employment**

Descriptor Code: **GCE**

Issued Date: **1/84**

Reviewed Date:

Revised Date:

Rescinds:

The Administration shall develop a written procedure for substitute teacher employment. Terms of employment for substitute teachers are specified in Board regulations.

Descriptor Term: **Part-Time and Substitute Professional Staff Employment**

Descriptor Code: **GCE-R**

Issued Date: **1/84**

Reviewed Date:

Revised Date:

Rescinds:

Substitute Teachers

Long Term Definition

Replace a teacher on an authorized leave of absence or a teacher resigning after the start of the school year, or

Are employed more than 30 working days to replace one absent teacher, or

Work 10 to 20 consecutive days in the same assignment, or

Accumulate more than 40 days of sporadic substituting in the first year of such service and a decreasing number thereafter according to 2. 2. 1.

Long term substitutes above, shall be paid at the rate set by negotiation with the teachers' exclusive representative. Substitutes shall receive a daily, or portion thereof, rate of \$72.00 effective from the first day of the assignment and effective on the 41st day.

Long term substitutes will be issued long term assignments by the Personal Director. Long-term substitutes will not be issued long term assignments.

Long term shall be terminated each spring by Board action prior to June 1 but effective at the end of the school year or a pre-determined date if the assignment is concluded before the end of the school year.

Long term substitutes in categories are casual and temporary employees and are included in this classification for pay determination purposes only.

Short Term

Short term substitutes are those who:

Work on a sporadic substituting basis for up to 40 days in the first year of such service and a decreasing number thereafter.

Work from a part of the day up to and through 9 days on one particular assignment.

Short-term substitutes shall receive the rate of pay approved and reviewed every two years by the school Board.

Building principals are responsible for accurate record keeping and transmittal of notification to Accounting for payment on the designated District pay dates in effect and on the proper form.

Effective 1980-81, a substitute who has accumulated 40 days of sporadic substituting or who has been on contract or long term sub status in one year need only accumulate 30 days the following year, 20 days in the third year, 10 days in the fourth year and no additional days in the fifth year and thereafter to qualify for the long term substitute rate of \$72.00 per day. Substitute teachers who work four hours or less per day will receive \$50.00 per day. This provision becomes effective for the 1982-1983 year and there shall be no retroactive pay because of the provision. To be eligible to qualify for decreasing days, service must be in consecutive years.

Hours

Half-day substitutes will work four (4) hours or less.

Whole day substitute teachers will work more than four (4) hours per day.

Substitutes shall check with the administrator for additional work after teaching duties are completed.

Descriptor Term: **Arrangements for Professional Staff Substitutes**

Descriptor Code: **GCEA**

Issued Date: **4/87**

Reviewed Date:

Revised Date:

Rescinds:

Substitute Teachers

The administration shall develop a written procedure for the substitute teacher employment. Terms of employment for substitute teachers are specified in Board regulations.

Legal Reference:

Minn. Stat. § 179.63, Subd. 7

Descriptor Term: **Part-Time and Substitute Professional Staff Employment**

Descriptor Code: **GCE-R**

Issued Date: **1/84**

Reviewed Date:

Revised Date:

Rescinds:

Long Term Definition

Replace a teacher on an authorized leave of absence or a teacher resigning after the start of the school year, or

Are employed more than 30 working days to replace an absent teacher, or

Work 10 to 30 consecutive days in the same assignment, or

Accumulate more than 40 days of sporadic substituting in the first year of such service and a decreasing number thereafter.

Long term substitutes who replace a teacher on an authorized leave of absence or a teacher resigning after the start of the school year, or are employed more than 30 working days to replace one absent teacher shall be paid at the rate set by negotiation with the teachers' exclusive representative.

Substitutes who work 10 to 30 days in the same assignment shall receive a daily, or portion thereof, rate of \$72 effective from the first date of the assignment.

Substitutes who accumulate more than 40 days of sporadic substituting in the first year of such service and a decreasing number thereafter according to the record keeping of the building principals, shall receive a daily, or portion thereof, rate of \$72 effective on the 41st day.

Long term substitutes who replace a teacher on an authorized leave of absence or a teacher resigning after the start of the school year will be issued long term assignments by the Assistant Superintendent for Human Resources.

Long term substitutes who are employed more than 30 working days to replace one absent teacher, or work 10 to 30 consecutive days in the same assignment, or accumulate more than 40 days of sporadic substituting in the first year of such service and a decreasing number thereafter according to the record keeping of the building principals will not be issued long term assignments.

Long term substitutes who replace a teacher on an authorized leave of absence or a teacher resigning after the start of the school year shall be terminated each spring by the Board action prior to June 1, but effective at the end of the school year or a pre-determined date if the assignment is concluded before the end of the school year.

Long term substitutes who work 10 to 30 consecutive days in the same assignment or accumulate more than 40 days of sporadic substituting in the first year of such service and a decreasing number thereafter according to the record keeping of the building principals are casual and temporary employees and are included in this classification for pay determination purposes only.

Short Term

Short term substitutes are those who

Work on a sporadic substituting basis for up to 40 days in the first year of such service and a decreasing number thereafter according to the record keeping of the building principals or work from a part of the day up to and through 9 days on one particular assignment.

Short term substitutes shall receive the rate of pay approved and reviewed every two years by the school board.

Record Keeping

Building principals are responsible for accurate record keeping and transmittal of notification to Human Resources for payment on the designated District pay dates in effect and on the proper form.

Effective 1980-81, a substitute who has accumulated 40 days of sporadic substituting or who has been on contract or long term sub status in one year need only accumulate 30 days the following year, 20 days in the third year, 10 days in the fourth year, and no additional days in the fifth year and thereafter to qualify for the long term substitute rate of \$72 per day. Substitute teachers who work four hours or less per day will receive \$50 per day. This provision becomes effective for the 1982-83 year and there shall be no retroactive pay because of the provision. To be eligible to qualify for decreasing days, service must be in consecutive years.

Hours

Half-day substitutes will work four (4) hours or less.

Whole day substitute teachers will work more than four (4) hours per day.

Substitutes shall check with the administrator for additional work after teaching duties are completed.

Descriptor Term: **Professional Staff Probation and Tenure**

Descriptor Code: **GCG**

Issued Date: **1/84**

Reviewed Date:

Revised Date:

Rescinds:

Continuing Contracts

The first, second, and third consecutive years of a certificated employee's experience in Minnesota in a single school district is deemed to be probationary period of employment, and after completion thereof, the probationary period in each school district in which the person is thereafter employed shall be one year.

During the probationary period, any annual contract with any certificated employee may or may not be renewed as the Board shall see fit. Provided that written notice be given before June.

Descriptor Term: **Professional Staff Probation and Tenure**

Descriptor Code: **GCG-R**

Issued Date: **1/84**

Reviewed Date:

Revised Date:

Rescinds:

For tenure purposes, the Board defines a "probationary year" as a combination of hours and days that equal a teaching assignment of three-fourths of more of the 184 contract days.

Fulfillment of a probationary year may be made at the end of a school year only.

The Human Resources Department shall be responsible for computation and verification of all part-time assignments which lead to tenure qualification.

Descriptor Term: **Professional Staff Assignments and Transfers**

Descriptor Code: **GCI**

Issued Date: **4/87**

Reviewed Date:

Revised Date:

Rescinds:

Assignment and transfer shall be made by administration and be based upon the qualifications of the candidate and needs of the School District.

Requests for transfer may be made by members of the faculty.

Change in assignments shall be made by administration for the following purposes:

- Welfare of students,

- Strengthen or implement the components of the educational program,

- Improve the total staff balance,

- Respond to enrollment fluctuations.

Descriptor Term: **Supervision of Professional Staff**

Descriptor Code: **GCM**

Issued Date: **4/87**

Reviewed Date:

Revised Date:

Rescinds:

Instructional Supervision

Instructional supervision is a process for maintaining and improving high professional instructional competence within Independent School District 191. It is a continuous process that involves both staff and supervisors. Its objectives are to assist licensed staff in maximizing their instructional skills.

Teaching is a complex set of activities that requires careful analysis in order to provide information of value to both teacher and supervisor.

Teachers in Independent School District 191 are competent professionals who desire assistance in professional growth offered in a collegial way.

Instructional supervision is an educational alliance between teacher and supervisor. The role of the teacher is to be open to his/her own professional growth and development; the role of the supervisor is to assist and facilitate the professional growth and development of the teacher.

The supervisor helps the teacher identify areas of high competence, select goals for professional growth and then assists the teacher's progress toward those goals.

Instructional supervision activities are between the supervisor and the teacher and need not be reported to Independent School District 191.

Supervisors shall be provided assistance, on a regular basis, in the improvement of their skills in instructional supervision.

Descriptor Term: **Professional Staff Termination of Employment**

Descriptor Code: **GCP-R**

Issued Date: **4/87**

Reviewed Date:

Revised Date: **7/01**

Rescinds:

I. PURPOSE

The purpose of this policy is to set forth the timeline and procedures for the termination of services of licensed professional staff.

A. Tenured Teachers

1. The staff member to be recommended for termination of contract at the conclusion of a school year shall be informed by March 1.
2. The staff member will be provided with written notice of his/her deficiencies by January 1 and be provided with a reasonable period for remediation.

Descriptor Term: **Reduction in Professional Staff Work Force**

Descriptor Code: **GCPA**

Issued Date: **4/87**

Reviewed Date:

Revised Date:

Rescinds:

Staff Reduction

All staff reductions shall be made in compliance with the master agreement of the appropriate employee unit.

Descriptor Term: **Exchange Teaching**

Descriptor Code: **GCQC**

Issued Date: **4/87**

Reviewed Date:

Revised Date:

Rescinds:

Teacher Exchange – Out of District

The Superintendent or a designate may enter into teacher exchange programs, within the definitions of State law.

Legal Reference: Minn. Stat. § 123.58

Descriptor Term: **Exchange Teaching**

Descriptor Code: **GCQC-R**

Issued Date: **4/87**

Reviewed Date:

Revised Date:

Rescinds:

Approval

Teachers participating in an exchange program must have the approval of the Superintendent before presenting their request to the Board. Such approval must be received before the teacher will be permitted into the program.

Before final approval by the Board, licensure approval of the State Department of Education is required.

Descriptor Term: **Support Staff**

Descriptor Code: **GD**

Issued Date: **4/87**

Reviewed Date:

Revised Date: **2/01**

Rescinds:

Support staff includes all employees who are not required to hold a license from the State Board of Education.

The relationship between support staff and professional staff employees shall be one of cooperation providing the best possible learning situation for the student.

Descriptor Term: **Support Staff Positions**

Descriptor Code: **GDA-R**

Issued Date: **1/84**

Reviewed Date:

Revised Date: **2/01**

Rescinds:

The Business Manager and Executive Director of Human Resources share joint responsibility for determining staffing needs for the subsequent year as part of the budget development process.

The staffing proposal shall be presented by the Superintendent to the board at the first March meeting so the appropriate action may be taken.

Descriptor Term: **Support Staff Fringe Benefits**

Descriptor Code: **GDBC**

Issued Date: **1/84**

Reviewed Date:

Revised Date:

Rescinds:

Health Maintenance Organizations

Participation in HMO's will be made available to all employees of District 191 as an alternative to the district's regular hospital-medical program.

Descriptor Term: **Support Staff Fringe Benefits**

Descriptor Code: **GDBC-R**

Issued Date: **1/84**

Reviewed Date:

Revised Date:

Rescinds:

Health Maintenance Organizations

Procedures for Choice

The Personnel Department will establish procedures for initial entry into an HMO program.

The annual determination for transfer from the regular program to an HMO, or the reverse, shall be set by the Personnel Department each year, once the program has been established.

The effective date for coverage under any plan shall be July 1, each year.

Effective July 1, 1979, employees must remain with the plan selected for one year.

Forms for enrollment and cost information of the HMO programs shall be available in the Personnel Office.

Available Programs

Employees may opt for participation in plans offered by Nicollet Eitel Health Plan, Group Health Plan, Incorporated, or Physicians Health Plan, as an alternative to the basic district health-medical insurance program.

Eligibility

Employees who work twenty or more hours per week are eligible to participate in the plan of their choice.

District Premium Contribution

The district will pay an amount up to the base rate of the regular health-medical insurance program for those with single coverage according to the plan set forth in the regulation or working agreement covering the particular employee unit. Any cost above that amount will be borne by the individual employee by payroll deduction.

The district will pay the dependent coverage premium in an amount not to exceed that stated in the applicable employee unit agreement. Any cost above the stated amount shall be borne by the individual employee by payroll deduction.

Descriptor Term: **Support Staff Hiring**

Descriptor Code: **GDD**

Issued Date: **7/87**

Reviewed Date:

Revised Date:

Rescinds:

The Human Resources Department shall establish written procedures for selection and assignment of support staff personnel which assure compliance with Board policy and written agreements.

Descriptor Term: **Support Staff Hiring**

Descriptor Code: **GDD-R**

Issued Date: **1/84**

Reviewed Date:

Revised Date:

Rescinds:

Positions to be filled will be posted for a minimum of seven and not more than fourteen working days.

If the job is to be revised to provide different required qualifications than the job description calls for, the job will be re-posted, with such modifications so noted, for ten working days before filling.

Employees are encouraged to apply for posted positions. All applicants will be considered and evaluated to arrive at the best appointee.

All applicants will be informed of their status.

Job performance, ability, and seniority will be considered in classified placement.

Administration shall make the final decision in promotions, transfers, demotions, or reductions in work hours subject only to specific procedures in the applicable master agreements or regulations.

Descriptor Term: **Support Staff Assignment and Transfers**

Descriptor Code: **GDI**

Issued Date: **7/84**

Reviewed Date:

Revised Date:

Rescinds:

Selection and Assignment

The Human Resources Department shall establish written procedures for selection and assignment of classified personnel, which assure compliance with Board policy, and written agreements.

Temporary Assignment and Transfer

The Human Resources Department shall establish written procedures for transfer and temporary assignments.

Descriptor Term: **Support Staff Assignments and Transfers**

Descriptor Code: **GDI-R**

Issued Date: **4/87**

Reviewed Date:

Revised Date:

Rescinds:

Transfer of Employees

District support staff who are appointed to a new position will not be transferred to that new position for a two-week period unless waived by mutual agreement of both supervisors.

Temporary Assignments

District support staff who substitute for fellow employees will be compensated according to the District temporary and casual hourly rate for that temporary assignment.

Descriptor Term: **Evaluation of Support Staff**

Descriptor Code: **GDN-R/AFD-R**

Issued Date: **4/87**

Reviewed Date:

Revised Date:

Rescinds:

Evaluation

Each support staff-member who works more than twenty (20) hours per week shall be evaluated at least twice each year during the first two years of employment in the District. The first evaluation shall be made by the immediate supervisor by mid-year and the second evaluation shall be completed by the end of the school year.

Employees who are in their third or later year of service in the District shall be evaluated at least one time each year, to be completed by June 1.

Additional appraisal may be made upon recognition of need by the supervisor or upon request of the individual employee.

After each appraisal the supervisor shall discuss the appraisal with the employee.

The appraisal shall be in writing on the proper form.

The employee shall sign the written appraisal and may comment on the appraisal if desired.

Personnel Data

Data gathered in the course of the procedure shall be used for review of job specifications and descriptions and in transfer, promotion, demotion and termination activities.

Completed reviews for personnel evaluated shall be sent to Human Resources for inclusion in the employee's file at the conclusion of the school year.

Descriptor Term: **Guidelines for Contract Discussions with
Meet and Confer Employee Groups**

Descriptor Code: **HFA**

Issued Date: **1/91**

Reviewed Date: **3/10**

Revised Date: **4/10**

Rescinds:

The Superintendent will meet with the School Board to determine contract provision parameters prior to meeting with Meet and Confer Employee Groups to discuss the contract for the coming years. Meet and Confer employees will have the opportunity to provide input before the district determines terms and conditions of employment.

Descriptor Term: **Elementary and Secondary Maximum Teacher Loads**

Descriptor Code: **IHB**

Issued Date: **3/87**

Reviewed Date:

Revised Date:

Rescinds:

Chapter 3500.1400, Subd. 2., and Chapter 3500.3700, Subd. 4 may be exceeded when one or more of the following circumstances exist:

Funding is insufficient to meet anticipated expenditures,

Limited space in a given school building prohibits the opening of additional classes or sections,

Students enroll in the school after August 15 when staffing has been allocated,

Unavailability of qualified and suitable staff to open additional classes or section,

Alternate staffing and programming is deemed to be better suited for the educational needs of the students.

Descriptor Term: **Community Based Home Care Agency Staff
in the School Setting**

Descriptor Code: **IHBHB**

Issued Date: **6/00**

Reviewed Date:

Revised Date:

Rescinds:

PURPOSE

The purpose of this policy is to clarify the roles and responsibilities of individuals when community based home care (CBHC) agency staff accompany medically fragile students to school.

ROLES AND RESPONSIBILITIES

Principal/Administrative Designee

All instructional and support staff in a school are supervised by the building principal. Decisions regarding the implementation of District policies and building procedures are the responsibility of the principal. Questions related to these matters should be addressed to the principal.

- A. The building principal directs the special education case manager or designee to maintain frequent communications with the parents and community based home care agency staff.
- B. The building principal or designee will encourage and support frequent dialogue between the school and CBHC agency staff to ensure the development and maintenance of a supportive program, which is in the best interest of the child.
- C. The building principal or designee will ensure that the school nurse is aware of the medical needs of the child, through communication with the parents, CBHC agency staff, and the medical community, in order to provide appropriate response in case of an emergency.

Parent

- A. The parent is the advocate for their child's educational program and should communicate concerns about the school program directly to the school staff.
- B. The parent obtains doctor's orders and gives signed permission to release information to be shared between the doctor and the school.
- C. The parent keeps medical information on their child up-to-date with the licensed school nurse.

Special Education Teacher/Case Manager

- A. Is responsible for the direction of all classroom activities and for all persons working within the classroom setting.
- B. Is responsible for case management of the student's educational program.
 - 1. Calls team meetings.

2. Completes the student's IFSP/IEP. Includes under adaptations, agency's role and responsibilities related to the student.
 3. Develops and implements the student's daily schedule.
 4. Ensures that appropriate support services, including related services, are delivered as identified on the IFSP/IEP.
 5. Responsible for defining and implementing, in collaboration with CBHC agency staff, interventions to manage behaviors which directly impact the child's medical condition.
 6. Communicates directly with the parent regarding the child's educational program. The teacher must avoid using the CBHC agency staff as a conduit for information as a substitute for direct communication with the parent.
- C. Given parent permission prior to appearance of the CBHC agency staff member, the teacher is responsible to inform children in both the special and general education classrooms and their parents, if appropriate, of the child's need for service and the role of the CBHC agency staff.
 - D. To foster appropriate communication between school nursing personnel and educational staff.
 - E. Maintains confidentiality of educational information received from parent. In cases where the teacher determines it is in the best interest of the child, information will be shared with the CBHC agency staff but only after parental permission is obtained.
 - F. Orient CBHC agency staff to the building, phone use and appropriate building staff.
 - G. To facilitate carry over of educational objectives into the home environment.

Licensed School Nurse (LSN)

The licensed school nurse (LSN) is responsible for health services to all students enrolled in the school. Because the LSN will not be providing direct care to the student, the Individualized Health Plan (IHP) will reflect case management or care coordination activities.

- A. Is responsible to meet the CBHC agency staff and the agency case manager to develop initial school plan.
- B. Helps to determine where and when students' medical needs will be met within the school setting.
- C. Fosters communication between primary care provider, CBHC agency, school staff and parents.
- D. Obtains necessary release of information needed between CBHC agency and school, assuring student confidentiality.
- E. Orients CBHC agency staff to health office, use of phone, OSHA guidelines for schools, and emergency supplies or procedures.
- F. Is a member of the IFSP/IEP team and provides health information needed for special education planning.

- G. Obtains care plan from CBHC agency case manager initially and periodically when renewals/reviews are completed. This care plan is part of the pupil health record and may be part of the Individualized Health Plan.
- H. The LSN should develop an ECP (Emergency Care Plan) and/or EEP (Emergency Evacuation Plan) if appropriate.
- I. The LSN facilitates storage of needed equipment such as oxygen, suctioning machine, humidity or IV pole.
- J. The special education teacher instructs CBHC agency staff to keep incidental information on other students confidential.
- K. The LSN collaborates with classroom staff and CBHC agency to provide information to classmates/parents if appropriate.

Community Based Home Care (CBHC) Agencies

The role of the CBHC agency staff is to attend to medical needs of the individual student, provide direct nursing care, and work cooperatively with school staff for the benefit of the student.

- A. Provides name, address and telephone number of CBHC agency, supervisor and case manager. Also, provides name/title of those attending school with the student.
- B. CBHC agency nurses are hired on a home care basis and are responsible for the student's nursing care in the school setting and on field trips.
- C. The agency case manager meets with LSN to provide care plan, initial follow-up, and each review thereafter. Keep LSN informed in writing of any changes in health status or procedures performed during the school day.
- D. Indicates the distance the CBHC staff should be from the student, such as on call outside the classroom or within the classroom.
- E. Clearly describes behaviors/conditions which require medical attention. Other behaviors should be dealt with by school staff as much as possible. Questions will sometimes arise about relative nursing vs. school staff responsibility. In such situations, open discussion and problem solving should occur immediately.
- F. Work with LSN and classroom staff to decide when and where nursing procedures will be performed to avoid classroom disruption.
- G. Collaborate with LSN and classroom staff to provide information or in-service to classmates/parents, if appropriate.
- H. CBHC agency staff is responsible to assist only the student(s) receiving agency services.
- I. CBHC agency nurses who accompany a student on school buses are only responsible for the student under their care.
- J. Maintain confidential any information derived from parent or home situation. In those cases where it is the judgment of the CBHC agency staff that it is in the interest of the child for information to be shared, parental written permission will be obtained.

- K. Does not act as a conduit of communication between parent and school about educational concerns, but instead guides the parent to communicate directly with school staff, so as to avoid misunderstandings.
- L. May attend IFSP/IEP meetings or educational conferences by invitation of parent, following due process procedures.
- M. Provides orientation to LSN and school staff regarding CBHC agency structure, and roles and responsibility of agency staff.
- N. If either school or CBHC agency staff have concerns or questions about specific situations or about either the educational program or the nursing service, they first should communicate directly with the professional staff involved in the situations. (Meetings of the student's child study team can be a good vehicle for such communication. If concern or questions cannot be resolved at that level, mutual consideration and respect, professional judgment and policies of the involved agencies should determine to whom questions and concerns are referred.)

Descriptor Term: **Evaluation of Instruction and Curriculum Programs**

Descriptor Code: **IM**

Issued Date: **3/93**

Reviewed Date:

Revised Date: **4/97**

Rescinds: **IM/AFE & IF**

Purpose

The Burnsville-Eagan-Savage School District supports active community participation in phases of planning and improving instruction and curriculum affecting the state's graduation standards.

Definitions

For purposes of this policy, instruction and curriculum are defined as follows:

- a. "Instruction" means methods of providing learning experiences that enables a student to meet graduation standards.
- b. "Curriculum" means written plans for providing students with learning experiences that lead to knowledge, skills, and positive attitudes.

Adopting Policies

The Board of Education shall adopt annually a written policy that includes the following:

- a. district goals for instruction and curriculum;
- b. process for evaluating each student's progress toward meeting graduation standards and identifying the strengths and weaknesses of instruction and curriculum affecting students' progress;
- c. system for periodically reviewing all instruction and curriculum;
- d. plan for improving instruction and curriculum; and,
- e. instruction plan than includes education effectiveness processes and integrates instruction, curriculum, and technology.

Instruction and Curriculum Advisory Committee

The Board of Education will establish an Instruction and Curriculum Advisory Committee to ensure active community participation in all phases of planning and improving the instruction and curriculum. The district advisory committee, to the extent possible, shall reflect the diversity of the district and its learning sties, and shall include teachers, parents, support staff, pupils, and other community residents. Whenever possible, parents and other community residents shall comprise at least two-thirds of advisory committee members.

Functions of the Committee

The Instruction and Curriculum Advisory Committee shall recommend to the Board of Education districtwide education standards, assessments, and program evaluations.

Reports

By October 1 of each year, the Board of Education shall use standard stateside reporting procedures developed by the Commissioner of Children, Families and Learning and adopt a report that includes the following:

- a. student performance goals for meeting state graduation standards adopted for that year;
- b. results of local assessment data and any additional test data;
- c. annual school district improvement plans; and

- d. information about district progress in realizing previously adopted improvement plans.

The Board of Education shall publish the report in the local newspaper. A copy of the report will be made available to the public and to the Commissioner of Children, Families and Learning by October 15, of each year.

The "Annual Report on Curriculum, Instruction, and Student Performance" will include at least the following information about advisory committee membership:

- a. the name of each committee member and the date when that member's term expires;
- b. the method and criteria the school board uses to select committee members; and
- c. the date by which a community resident must apply to next serve on the committee.

The School District shall periodically ask affected constituencies about their level of satisfaction with school and include the results of this evaluation in the annual report.

At least once every two years, the annual report shall include an evaluation of the district-testing program, according to the following:

- a. written objectives of the assessment program;
- b. names of tests and grade levels tested;
- c. use of test results; and
- d. implementation of an assurance of mastery program.

Evaluation by Students, Graduates, Parents and Community Members

Each year the Board of Education will provide students, graduates, parents, and community members who receive a diploma or its equivalent from the school district with an opportunity to report to the Board on the following:

- a. the quality of district instruction, curriculum and services;
- b. the quality of district delivery of instruction, curriculum and services;
- c. the utility of district facilities; and
- d. the current students, parents and community members effectiveness of district administration.

Descriptor Term: **School Ceremonies and Observances**

Descriptor Code: **IND**

Issued Date: **6/86**

Reviewed Date:

Revised Date:

Rescinds:

No person shall, on the basis of sex, race or religious preference be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity in the School District.

Administration shall comply with Title IX Regulations promulgated by the U.S. Department of Education, Minnesota Statutes, and Minnesota State Board of Education guidelines implementing this policy.

It is the responsibility of the instructional administration to incorporate processes into all regular review and selection of curriculum materials and experiences through which it may be determined whether there is evidence of racism, sexism, or religious discrimination.

Descriptor Term: **Student Withdrawal from School**
Dropouts

Descriptor Code: **JECE**

Issued Date: **12/07**

Reviewed Date:

Revised Date:

Rescinds:

Dropout Prevention

Every child entering kindergarten through 16 years of age must receive instruction. According to MN Statute, any student between 16 and 18 years old who seeks to withdraw from school must:

- (1) attend a meeting with the student's parent or guardian and school personnel to discuss the educational opportunities available to the student, including alternative educational opportunities; and
- (2) have his/her parent or guardian sign a written election to withdraw from school.

The Board believes a high school graduation certificate signifies the minimum preparation for life. Consequently, students who withdraw from school may have less than a minimal preparation. Therefore, the Board strongly urges every teacher, guidance counselor, principal, parent and citizen to exert all influence to motivate all students toward the goal of graduation.

Legal Reference:

Minn. Stat. § 120A.22

Descriptor Term: **Student Withdrawal from School
Dropouts**

Descriptor Code: **JECE-R**

Issued Date: **11/07**

Reviewed Date:

Revised Date:

Rescinds:

Parents or adult students are requested to take the following action when terminating enrollment in the District:

- A. Notify the attendance office and/or building administration.
- B. Complete District Withdrawal Form. (Exhibit A)
- C. Notify teacher(s) to provide easiest possible transition.

Administration and instructional staff should recognize potential dropouts and do everything possible to give the necessary guidance to such students.

Administration/counselors will attempt to conduct an exit interview with any student/family choosing to dropout prior to graduation. The purpose of exit interview will be to: 1) determine need for modification to current program, 2) provide guidance and information on other educational options and/or alternatives.

Administration will document the number of students electing to dropout of school prior to graduation.

Descriptor Term: **Child Maltreatment and Inappropriate
Discipline by School District Employees**

Descriptor Code: **JGA**

Issued Date: **5/90**

Reviewed Date:

Revised Date:

Rescinds:

The Independent School District 191 Board of Education recognizes child abuse and inappropriate discipline as critical problems for learners, the educational system, and society. This School District will be actively involved because children and youth are at risk in the learning process when they are abused or inappropriately disciplined.

The Board is committed to promoting healthy human relationships and positive role models regarding appropriate use of power. Students are a priority, and no physical or emotional harm is to come to them during the teaching-learning process.

Descriptor Term: **Child Maltreatment and Inappropriate Discipline by School District Employees**

Descriptor Code: **JGA-R**

Issued Date: **5/90**

Reviewed Date:

Revised Date:

Rescinds:

BOARD GOVERNANCE AND OPERATIONS

Review of System for Impediments

Annual reviews of policies, procedures, and organization will be made to identify impediments to healthy human relationships based on mutual respect and positive role models by educators.

General Administration

The School Board hereby designates the Assistant Superintendent for Human Resources and Planning as the School District's administrator and responsible officer to receive reports or complaints of child maltreatment and inappropriate discipline by educators from any individual employee or victim of maltreatment and/or inappropriate discipline. If the complaint involves the School District administrator, the complaint shall be filed directly with the Superintendent.

Support Services

Regional/County Child-Abuse Team

A staff member will be assigned to represent the School District on the multidisciplinary child-abuse team for the county.

Access to Student Services

Students will have access to student services professionals, including licensed school professionals, counselor, school nurse, school social worker, and educational psychologist.

Facility Development

No Images of Violence

Symbols of violence will not be present in the educational facilities, including "humorous" paddles as wall decoration and similar items.

Use of Facilities for Anti-violence Groups

To promote nonviolence in society, District facilities will be made available to family support services and self-help groups for reduction of violence.

Personnel

Personnel Inservice about Child Maltreatment and Inappropriate Discipline

- (a) Inappropriate forceful actions by educators (M.S. 609.379 and chapter 114 from the 1989 legislative session laws).
- (b) Prevention and intervention and reporting of child abuse including sexual abuse and harassment (M.S. 626.556 1986 with 1987 amendments).
- (c) Corporal punishment prohibited (M.S. 127.45).
- (d) Educational methods and behaviors that promote mutual respect.
- (e) Culturally specific child development and child maltreatment issues.

Inappropriate Behaviors

District employees or agents of the District are required by law to refrain from causing or inflicting upon a pupil the use of corporal punishment. Punishment means, "conduct involving physical force and infliction of bodily pain. It also means conduct involving cruelty or unreasonable force that causes substantial emotional harm." (Minnesota 1989 session laws, Chapter 285.)

Recommended Behaviors

District employees are encouraged to use the following in teaching, counseling, coaching, and administrative roles:

- (a) Manage the learning climate so as to create a balance of power among educators and learners.
- (b) Meet with parents or guardians regarding behavior problems.
- (c) identify behaviors of concern and refer students to someone who may be able to diagnose and/or address problems.
- (d) Recommend counseling or other appropriate professional services.
- (e) Physically restrain a student who is hurting others or self.
- (f) If necessary, appropriate force may be used. Appropriate force is defined as:
 - (1) "Reasonable physical force may be used to quell a disturbance, to obtain possession of weapons or dangerous objects on the pupil or within the immediate control of the pupil to defend oneself or others, or to prevent harm to another person or school property" (Minnesota 1989 session laws, Chapter 114).
 - (2) Reasonable force may be used by a teacher "in the exercise of lawful authority to restrain or correct such child or pupil" or..."when necessary to restrain the child from self-injury or injury."

Reporting Maltreatment of Minors

When carrying out reporting procedures as required by state legislation, education employees who report to a welfare or law enforcement agency that a child is being physically or sexually abused will be protected and supported by the School District. This support and protection also applies when an educator must self-report or report a colleague. In such situations, school districts shall comply with Minnesota Statute 626.556, Reporting of Maltreatment of Minors.

This Statute states,

"Subd. 3. Persons mandated to report: A person who knows or has reason to believe a child is being neglected or physically or sexually abused, or has been neglected or

physically or sexually abused within the preceding three years, shall immediately report the information to the local welfare agency, police department, or the county sheriff if the person is: a professional or professional's delegate who is engaged in the practice of the healing arts, social services, hospital administration, psychological or psychiatric treatment, child care, education, or law enforcement."

The School District directs that employees comply fully with the State Statute.

Employee Relations

Employee Support

The District recognizes that it has an obligation to support and protect employees from unjust accusations. The District recognizes and supports the legal due process concept that all are presumed innocent until proven guilty. When accusations are proven, appropriate actions will be taken.

On the other hand, when charges are found to be without substance, the District will support the employee in seeking whatever redress is appropriate. The District will specifically support the employee through use of the District's Employee Assistance Program and/or other counseling if needed. The District will ensure enforcement of the student discipline policies and procedures and cooperate with law enforcement officials in prosecution of students for juvenile or adult criminal offenses. The District will not engage in civil actions against the students or their parents.

Employee Assistance Program

- (a) Referral to treat violent behavior tendencies, and
- (b) Referral for learning positive behavior management for classroom and school.

Discipline

Any School District action taken pursuant to this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota statutes and School District policies. The School District will take such disciplinary action it deems necessary and appropriate, including warning, suspension, or immediate discharge to end child maltreatment and inappropriate discipline by educators and prevent its recurrence.

Curriculum and Instruction

Early Childhood and Elementary Instruction

Age-specific instruction in nonviolent alternatives to violent behavior will be taught. Appropriate use of power will be encouraged in school and elsewhere. Children will be instructed about state legislation protecting their rights to personal safety and where to go for assistance if needed.

Elementary and Secondary Support Groups

Support groups to enhance self-awareness, self-esteem concepts, support groups dealing with family and other violence, will be initiated and facilitated by professionals skilled in group process.

Parent and other Adult Programs

Parents, guardians, and other caretakers of the young will be provided a program which teaches methods and behaviors for nonviolent human interaction and which promotes mutual self-respect.

Equity Education – All Ages

Learners of all ages will review concepts of the rights of individuals, including data privacy rights, tolerance of differences in cultures and lifestyle, inappropriate sexual stereotyping, and how fear and lack of information can lead to prejudice or other forms of minimizing the rights of individuals. Child abuse will be one of the issues included.

Students

Student Information

Efforts will be made to apprise students of legislation and School Board policies which protect their personal safety. Information will be provided regarding where to go for assistance if needed.

Data Privacy

The District protects the privacy rights of learners of all ages. Therefore, knowledge that a student has been abused is confined to those in the District who need to know and those outside the District who legally must receive a report.

School/Community Relations

Community Resource Services

Community resources available to be used as support services will be identified for use by student service professionals and others who may refer students of staff for assistance.

Community Recommendations

Community persons with expertise and/or interest in nonviolence will assist the annual review for system impediments (section 2.1),

Or,

A Health and Human Services Advisory Committee will review policies, facilitate linkages with other public and private resources, offer guidelines for curriculum and program, and offer resources for use by educators.

Descriptor Term: **Physical Examinations of Students**

Descriptor Code: **JHCA**

Issued Date: **1/86**

Reviewed Date:

Revised Date:

Rescinds:

A child entering kindergarten must present either evidence of a physical examination within the previous year or a waiver signed by the parent or guardian.

Descriptor Term: **Communicable Diseases Students**

Descriptor Code: **JHCC**

Issued Date: **9/86**

Reviewed Date: **2/10**

Revised Date: **3/10**

Rescinds: **JHCC/GBEA**

STUDENTS

It is the policy of the School Board that students with communicable_diseases not be excluded from attending school long as their attendance does not create a substantial risk of the transmission of illness to students or employees of the School District.

CIRCUMSTANCES AND CONDITIONS

Determination of whether a contagious individual's school attendance creates a significant risk of the transmission of the illness to students of the school district will be made on a case-by-case basis. Such a decision will be based upon the nature of the risk, the duration of the risk, the severity of the risk and the probability the disease will be transmitted and will cause varying degrees of harm. Assessing the risk of transmission of the disease will be done in consultation with local and state public health departments.

PREVENTION

The School District shall, with the assistance of the Commissioners of Health and Education, implement a program to prevent and reduce the risk of sexually transmitted diseases in accordance with Minn. Stat. §121.23.

The School District will develop routine procedures for infection control at school and for educating students about these procedures.

INFORMATION SHARING

Public concern regarding communicable diseases is neither an excuse nor defense for the violation of data privacy rights of students who have or are rumored to have such illnesses.

Health data regarding students is private data, Minn. Stat. §13.32, Subd. 2, and is not to be disseminated to the public or to staff without the strict observance of data privacy rights.

REPORTING

The School District will develop routine procedures for reporting of communicable diseases to the local and/or state public health departments.

Legal References: Minn. Stat. § 121A.23 (Health-Related Programs)
 Minn. Stat. § 13.32, Subd. 2 (Educational Data)
 Minn. Stat. § 13.42, Subd. 2 (Personal Data)
 Minn. Stat. § 144.4186 (Data Privacy)

Cross Reference: MSBA/MASA Model Policy 420

Descriptor Term: **Supervision of Students**

Descriptor Code: **JHFA**

Issued Date: **4/87**

Reviewed Date:

Revised Date: **3/09**

Rescinds:

Student Control

The Board recognizes its responsibility to give administrative support to its employees; nevertheless, each employee bears the primary responsibility for maintaining proper control and discipline.

Descriptor Term: **Supervision of Students**

Descriptor Code: **JHFA**

Issued Date: **4/87**

Reviewed Date:

Revised Date: **3/09**

Rescinds:

Student Control

The Board recognizes its responsibility to give administrative support to its employees; nevertheless, each employee bears the primary responsibility for maintaining proper control and discipline.

Descriptor Term: **Student Safety-Reporting Child Abuse,
Sexual Abuse and/or Neglect**

Descriptor Code: **JHFE**

Issued Date: **1/86**

Reviewed Date:

Revised Date:

Rescinds:

Evidence of child abuse or neglect shall be processed according to statute. The administration is responsible for developing and implementing regulations which assure compliance with the Child Abuse Statute.

Legal Reference: Minn. Stat. § 626.556

Descriptor Term: **Student Safety-Reporting Child Abuse,
Sexual Abuse and/or Neglect**

Descriptor Code: **JHFE-R**

Issued Date: **1/86**

Reviewed Date:

Revised Date:

Rescinds:

Under Minnesota law a "professional or his/her delegate...engaged in the practice of child care or education..." must report suggested child abuse, sexual abuse or neglect to the proper authorities.

Anyone making a report of abuse or neglect is provided immunity and cannot be prosecuted for reports made in good faith and his/her name is confidential, accessible only by court order.

Any person mandated to report who fails to do so shall be guilty of a misdemeanor.

Physical abuse is any injury inflicted upon a child by a parent, guardian, or other person responsible for the child's care other than by accidental means, which cannot be reasonably explained. This includes bruises, welts, burns, scalding, abrasions, lost teeth, bone fractures, or swelling.

Sexual abuse as defined in Minnesota Statute 609.341-609.345 or 609.321-609.324 or 617.246.

Neglect means failure by a parent, guardian, or other person responsible for a child's care to supply a child with necessary food, clothing, shelter or medical care when reasonable able to do so or failure to protect a child from conditions or actions which imminently and seriously endanger the child's physical or mental health when reasonable able to do so.

School personnel who know or have reason to believe a child has been (during preceding three (3) years) or is being physically or sexually abused or neglected shall immediately report the situation to either the appropriate law enforcement agency or the appropriate county welfare agency and notify his/her immediate supervisor of such action.

Representatives from law enforcement agencies or from county welfare agencies who interview a child at school shall then be responsible for notifying parents or guardians of the interview and the reasons for it.

A classroom teacher must never excuse a student for an interview unless the request has been checked and approved by the principal or designee.

Legal Reference: Minn. Stat. § 626.556

Descriptor Term: **Adult Enrollment in High School Classes**

Descriptor Code: **JID**

Issued Date: **7/95**

Reviewed Date:

Revised Date:

Rescinds:

School District 191 enthusiastically endorses the concept of lifelong learning and programming options that enable learners of all ages to continue to develop their skills and knowledge through enrollment in high school courses. The District also recognizes the benefits of providing opportunities for learners of diverse ages to interact. In particular, adults who take high school courses bring valuable experience and new insights to the high school classroom.

Finally, the District is committed to designing partnership arrangements that meet the needs of the community. This policy encourages the efficient use of facilities, provides educational options for adults and benefits students with whom the adults interact.

Descriptor Term: **Adult Enrollment in High School Classes**

Descriptor Code: **JID-R**

Issued Date: **7/95**

Reviewed Date:

Revised Date:

Rescinds:

The administration is charged with facilitating the enrollment of adults in high school courses. The following general procedures and criteria are established to facilitate adult enrollment opportunities:

1. Adult students must be 19 years of age or older and no presently enrolled in the senior high school.
2. Senior high school principal and course instructor approval is required. A meeting between the adult student and instructor prior to the beginning of the course is strongly recommended to establish expectations.
3. Adult students enrolled in alternative or post-secondary programs that desire credit for participation in a regular high school course must make all arrangements through the non-high school program (e.g., ABE, adult high school diploma program, community college, technical college, other education programs).
4. Regular high school students have priority for course enrollment.
5. Residents of ISD 191 will have preference for enrollment.
6. Adult students shall assume costs for classroom supplies and materials.
7. Adult students driving cars to school must obtain a parking permit.
8. Adult students may participate in the school lunch program at the adult lunch rate.
9. Adult students are required to follow applicable District and high school rules.
10. The high school principal may terminate enrollment of an adult student at the principal's discretion.

Descriptor Term: **Student Teaching and Internships**

Descriptor Code: **LEA**

Issued Date: **4/87**

Reviewed Date: **4/10**

Revised Date: **5/10**

Rescinds:

The Superintendent or a designate is responsible for the execution of agreements with individual colleges or universities for use of student teachers.

The administration shall develop a written procedure for intern teacher employment. Terms of employment for interns are specified in Board regulations.

Descriptor Term: **Student Teaching and Internships**

Descriptor Code: **LEA-R**

Issued Date: **1/84**

Reviewed Date: **4/10**

Revised Date: **5/10**

Rescinds:

STUDENT TEACHERS

Assignment

A teacher will be consulted before being assigned a student teacher.

First year teachers will not be assigned a student teacher.

Stipend

In view of the widespread teaching activities, alternative methods of payment will be recognized.

One hundred percent of the stipend will be paid to supervising teachers.

Where student teaching centers have been established, a committee made up of staff members may determine the appropriate allocation of the stipends.

Approved Programs

Independent School District 191 may enter into agreements with teacher preparing institutions, public or private, who have established approved programs. Approved programs must conduct criminal background checks on student teachers prior to placement.

Approved programs provide for prospective teachers to participate in teaching experience under the supervision of a fully qualified teacher in District employ.

Status

Student teachers, when assigned and on duty, shall be deemed employees of the District for the purpose of worker's compensation and liability insurance.

No credit on the salary schedule, seniority list or longevity calculation shall be given student teachers subsequently hired by the District.

INTERNS

Purpose

A school district's intern program should be for the primary purpose of assisting and influencing the development of teacher-training programs. At all times, however, the welfare of the students in the District should be of primary concern. Adoption of any program, which would interfere in the accomplishment of a district's educational program, will be avoided.

Qualifications

An intern shall be one who has completed the baccalaureate or be a senior in a teacher education program at a recognized teacher training institution and be recommended by the training institution. The district will conduct a criminal background check.

Compensation shall be based upon agreements with the colleges involved.

Assignment

A prospective intern will be screened by District staff and, upon acceptance, will attend any workshops scheduled during the residence for all staff as well as those specifically provided for the intern.

An intern shall be assigned to a staff member for supervision. The supervisor shall have at least three years teaching experience. The supervisor's responsibilities will include counseling the intern(s), observing the work of the intern(s), and coordinating the intern(s) activities with other personnel and evaluation.

An intern may not be assigned more than 50% of the teaching responsibilities carried by a licensed teacher. An intern is also expected to observe other professionals on duty, spend adequate time in preparation of assignments, conduct relevant research and to pursue other professional activities.



**Agenda IV.
May 26, 2016**

To: Board of Education, Members
From: Dan Luth, Chair
Date: May 20, 2016
Re: Committee Reports

The following committees may provide updates to the School Board:

- Student Performance and Achievement - Director Currier, committee chair
- Technology Committee - Director Hill, committee chair
- Negotiating Committee - Director Mackall, committee chair
- Policy Review Committee - Director Alt, committee chair

2017 Adopted Budget by Budget Unit

(staffing and budgeted FTE as of May 26, 2016)

384

		2017
		Adopted Budget
01010	- General Elementary Instruction - Personnel Provides the funding necessary to provide instruction in the core academic subjects of language arts, math, and social studies at the district's ten elementary schools. This budget unit consists of salaries and benefits for 180.00 FTEs.	17,880,036
01030	- General Elementary Instruction - Subs Provides the funding necessary for elementary substitutes. This budget unit consists of salaries and benefits for no FTEs.	408,000
02010	- General Middle School Instruction - Personnel Provides the funding necessary to offer courses in the core academic subjects of language arts, math, science, social studies, and world language at the district's three middle schools. This budget unit consists of salaries and benefits for 60.59 FTEs.	6,206,937
02020	- General Middle School Instruction - Subs Provides the funding necessary for middle school substitutes. This budget unit consists of salaries and benefits for no FTEs.	180,000
03010	- General High School Instruction - Personnel Provides the funding necessary to offer courses in the core academic subjects of language arts, math, science, social studies, and world language at the district's senior high. This budget unit consists of salaries and benefits for 73.40 FTEs.	8,095,435
03020	- General High School Instruction - Subs Provides the funding necessary for high school substitutes. This budget unit consists of salaries and benefits for no FTEs.	102,000
04010	- PhyEd, Health, Art, Science, Music - Personnel Provides the funding to provide K-12 physical education, 6-12 health, K-12 visual arts, K-12 general/ vocal music, and 5-12 Instructional music instruction. This budget unit consists of salaries and benefits for 56.07 FTEs.	5,329,246
05010	- Long Term Subs Provides the funding necessary for payment of long term subs K-12.	182,950
06010	- Family and Consumer Science Instruction Provides the funding to operate the instructional program of family and consumer science. This budget unit consists of salaries and benefits for 7.60 FTEs.	627,519
06020	- Trade and Industrial Education Provides the funding to operate the instructional program of trade and industrial education. This budget unit consists of salaries and benefits for 6.20 FTEs.	618,016
06040	- Business and Office Education Provides the funding to operate the instructional program of business and office education. This budget unit consists of salaries and benefits for 5.60 FTEs.	481,299
06050	- Partnerships Provides the budget for Director of Strategic Partnerships and Pathways; Burnsville Promise Coordinator and related efforts connecting our students with community opportunities. This budget unit consists of salaries and benefits for 1.75 FTEs	205,965
06060	- Post-Secondary Tuition Provides the budget for secondary students to attend classes through the District's various University and College programs including college in the schools (CIS) and post-secondary enrollment options (PSEO). This budget unit consists of salaries and benefits for no FTEs.	650,000

2017 Adopted Budget by Budget Unit

(staffing and budgeted FTE as of May 26, 2016)

385

		2017
		Adopted Budget
<u>06070</u>	- Post-Secondary - Career Tech Tuition Provides the budget for secondary students to attend Career tech classes. This budget unit consists of salaries and benefits for no FTEs.	125,000
<u>07010</u>	- K-12 Media Services Provides the funding to provide K-12 media services- media specialists and media educational assistants. This budget unit consists of salaries and benefits for 12.75 FTEs.	864,761
<u>07020</u>	- K-12 Gifted and Talented Provides the funding to provide for a half-time gifted and talented instructor at each elementary school and an additional 1.0 at the gifted and talented magnet school. This budget unit consists of salaries and benefits for 6.00 FTEs.	680,642
<u>07030</u>	- 6-12 Guidance Services Provides the funding to provide 6-12 guidance services. This budget unit consists of salaries and benefits for 12.70 FTEs.	1,424,076
<u>07060</u>	- English Second Language Learner Provides funding for the district's K-12 English Second Language Learner program and includes salaries, benefits, and other instructional expenses. This budget unit consists of salaries and benefits for 40.50 FTEs.	3,668,178
<u>08010</u>	- Site Allocation of Instructional/Operational Resources Provides the per pupil funding allocation for instructional and operational related expenses. This funding is intended to cover the costs of building level equipment repairs, purchase of general supplies, classroom supplies, telephone, etc. This budget unit consists of salaries and benefits for no FTEs.	418,253
<u>08020</u>	- Building Level Copier Leases Provides the funding for the monthly lease costs of the main multi-functional device within each school. This budget unit consists of salaries and benefits for no FTEs.	102,910
<u>09010</u>	- Special Ed Salaries/Benefits Provides funding for staff costs necessary to operate the Office of Individualized Student Services. Most, but not all of these expenditures, are either reimbursed with state or federal special education funds or are related to general education functions. This budget unit consists of salaries and benefits for 310.95 FTEs.	22,471,563
<u>09030</u>	- Special Ed Purchased Services Provides funding for Individualized Student Services purchased services, supplies and equipment. This budget unit consists of salaries and benefits for no FTEs.	1,741,005
<u>09040</u>	- Special Ed Transportation Required transportation, purchased services, supplies and equipment for students served by Individualized Student Services. This budget unit consists of salaries and benefits for no FTEs.	3,595,000
<u>10010</u>	- Alternative Learning Center Provides categorical funds to operate the alternative high school, school within a school, extended day and extended year programs for elementary and middle school students. This budget unit consists of salaries and benefits for 30.75 FTEs.	3,838,618
<u>10020</u>	- Mental Health Services Licensed mental health professionals, through a financial partnership with Headway, who are able to respond to pressing mental health needs, proactively support student success, and be readily available in case of a crisis. This budget unit consists of salaries and benefits for no FTEs.	257,188

2017 Adopted Budget by Budget Unit

(staffing and budgeted FTE as of May 26, 2016)

386

		2017
		Adopted Budget
<u>10030</u>	- K-12 Nursing/Health Services Provides funding to operate the district health services department including salaries, benefits and other operating expenses for the district school health offices. Certain FTEs may also be included in Special Ed Salaries, 09010. This budget unit consists of salaries and benefits for 10.13 FTEs.	984,317
<u>11010</u>	- Co-Curricular Activities (Non-Athletic) Provides the funding to support co-curricular activities. These funds are supplemented through ticket sales, fund raising, donations, etc. This budget unit consists of salaries and benefits for 1.00 FTEs.	379,033
<u>11020</u>	- High School Interscholastic Athletics Provides the funding to provide high school athletics. These funds are supplemented through ticket sales, fund raising, donations, etc. This budget unit consists of salaries and benefits for 1.38 FTEs.	1,167,901
<u>11021</u>	- Middle School Interscholastic Athletics Provides the funding to provide middle school athletics. These funds are supplemented through ticket sales, fund raising, donations, etc. This budget unit consists of salaries and benefits for no FTEs.	110,913
<u>12010</u>	- Title I, Part A Regular - Improving Basic Programs Provides funding to help ensure all children meet challenging state academic standards. Includes staffing, instructional, Supplemental Education Services and staff development expenses. This budget unit consists of salaries and benefits for 13.03 FTEs.	1,442,228
<u>12020</u>	- Title II, Part A Regular - Teacher/Principal Training & Recruiting Funding pays a portion of teacher and administrative salaries of highly qualified professionals working to improve student achievement. This budget unit consists of salaries and benefits for 1.50 FTEs.	256,369
<u>12030</u>	- Title III Regular - Limited English Proficient Students Funding supports ESL personnel, their professional development, and for interpretation needs of our LEP families. This budget unit consists of salaries and benefits for 2.00 FTEs.	202,804
<u>12050</u>	- Carl Perkins Grant Funding pays for professional development and supplies to teachers of Family and Consumer Science, Business, and Technology Education at Burnsville Senior High School. This budget unit consists of salaries and benefits for no FTEs.	68,000
<u>13010</u>	- Q-Comp/Pro-Pay Provides for expenditures associated with the district's Q-Comp / Pro-Pay programs including salaries and benefits, stipends, performance incentives and other operating expenses. This budget unit consists of salaries and benefits for 7.00 FTEs.	2,730,832
<u>13020</u>	- Integration and Achievement Provides for expenditures related to the integration and achievement program including salaries and benefits, professional development and other operating expenses. This budget unit consists of salaries and benefits for 18.46 FTEs.	1,940,312
<u>13030</u>	- Compensatory Education Provides funding for compensatory programs and initiatives to meet the educational needs of students who are under prepared or are not meeting age appropriate performance standards. This budget unit consists of salaries and benefits for 24.50 FTEs.	3,927,835

2017 Adopted Budget by Budget Unit

(staffing and budgeted FTE as of May 26, 2016)

387

		2017
		Adopted Budget
<u>14010</u>	- Technology Provides funding to manage and support the district's technologies including digital learning specialists, instructional, operational resources, equipment and supplies including the District's intranet and telephone systems. This budget unit consists of salaries and benefits for 11.00 FTEs.	2,508,801
<u>14020</u>	- Technology Capital Project Levy Provides funding of technical staff, 1:1 initiative and technical training of instructional staff. This budget unit consists of salaries and benefits for 12.00 FTEs	2,500,983
<u>15010</u>	- Instructional Development Provides the funding for district professional development (PD) to support the acquisition of district learning goals. Includes operational resources, purchased services, equipment, supplies, and building level PD allocations. This budget unit consists of salaries and benefits for 1.00 FTEs.	503,187
<u>15020</u>	- Curriculum Development Provides the funding for the ongoing development of a comprehensive written curriculum. Also includes operational resources, purchased services, equipment and supplies. This budget unit consists of salaries and benefits for 1.30 FTEs.	429,622
<u>15030</u>	- Curriculum Adoptions Provides the funding for the purchase of curriculum resources to support delivery of the written curriculum including textbooks, manipulatives, software and software subscriptions. This budget unit consists of salaries and benefits for no FTEs.	600,000
<u>15040</u>	- Assessment Program Provides the funding necessary to implement required accountability assessments to monitor student progress toward achievement of academic standards through software fees, purchased services, equipment and supplies. This budget unit consists of salaries and benefits for 1.25 FTEs.	421,551
<u>16010</u>	- Board of Education Provides the funding for the School Board. Includes School Board stipends, District elections, legal fees and other expenses related to Board initiatives. This budget unit consists of salaries and benefits for no FTEs.	142,270
<u>16020</u>	- Superintendent Provides the funding to operate the office of Superintendent of Schools to support the District's mission, vision, and instructional goals. This budget unit consists of salaries and benefits for 2.00 FTEs.	482,374
<u>16030</u>	- Assistant Superintendent Provides the funding to operate the office of the Assistant Superintendent of Schools to support the development, operation and evaluation of the district's elementary and secondary instructional programs. This budget unit consists of salaries and benefits for 1.50 FTEs.	265,269
<u>16040</u>	- Human Resources Provides the funding to support operation of the Human Resources office including advertising, recruiting, hiring, staff development, legal fees, software applications, and compliance requirements. This budget unit consists of salaries and benefits for 5.00 FTEs.	810,779
<u>16041</u>	- Workers Comp, Unemployment, & Premiums for Property Casualty Liability Insurance Provides the funding to support the District's workers comp, unemployment, and property, casualty liability insurance and contingencies for deductibles. This budget unit consists of salaries and benefits for no FTEs.	1,200,000

2017 Adopted Budget by Budget Unit

(staffing and budgeted FTE as of May 26, 2016)

388

		2017
		Adopted Budget
<u>16050</u>	- Business Provides the funding to operate the school district's business services- including accounting, payroll, and mandatory state and federal reporting. This budget unit consists of salaries and benefits for 10.50 FTEs.	1,264,401
<u>16054</u>	- Business - OPEB Implicit Chargeback Represents allowable medical, dental, and life insurance costs reimbursable by the district's other postemployment benefits trust. This budget unit consists of salaries and benefits for no FTEs.	-504,741
<u>16060</u>	- Communications and Marketing Provides the funding to the District's communications and marketing initiatives, maintenance of District websites, social networks, publications, etc. This budget unit consists of salaries and benefits for 2.00 FTEs.	490,766
<u>16070</u>	- Student Registration and Census Provides the funding to operate the school district's student registration, enrollment, and reporting services. This budget unit consists of salaries and benefits for 6.50 FTEs.	550,534
<u>17011</u>	- Elementary Administrators Provides the funding to operate the elementary principals' offices at each school. This budget unit consists of salaries and benefits for 10.00 FTEs.	1,264,550
<u>17012</u>	- Elementary Building Clerical Provides the funding to operate the elementary principals' offices at each school. This budget unit consists of salaries and benefits for 11.38 FTEs.	750,041
<u>17013</u>	- Elementary EAs Provides the funding various administrative and educational roles at each school. This budget unit consists of salaries and benefits for 19.23 FTEs.	427,668
<u>17014</u>	- Elementary Admin Benefits Provides the funding for the benefits of the above administrator, clerical and EA staff. This budget unit consists of salaries and benefits for no FTEs.	401,806
<u>17021</u>	- Secondary Administrators Provides the funding to operate the secondary principals' offices at each school. This budget unit consists of salaries and benefits for 10.00 FTEs Admin and 3.00 FTEs TOSA.	1,296,450
<u>17022</u>	- Secondary Building Clerical Provides the funding to operate the secondary principals' offices at each school. This budget unit consists of salaries and benefits for 19.62 FTEs.	1,148,307
<u>17023</u>	- Secondary EAs Provides the funding various administrative and educational roles at each school. This budget unit consists of salaries and benefits for 7.38 FTEs.	341,118
<u>17024</u>	- Secondary Admin Benefits Provides the funding for the benefits of the above administrator, clerical and EA staff. This budget unit consists of salaries and benefits for no FTEs.	494,052
<u>17025</u>	- Miscellaneous Stipends Provides the funding for miscellaneous stipends and extra hours that are currently not attached to another budget unit. This budget unit consists of salaries and benefits for no FTEs.	123,659

2017 Adopted Budget by Budget Unit

(staffing and budgeted FTE as of May 26, 2016)

389

		2017
		Adopted Budget
17026	- Campus Cup Provides the funding of the Café located at the Senior Campus at Diamondhead. This budget unit consists of salaries and benefits for no FTEs.	105,374
18010	- Student Transportation Provides the funding to transport eligible students to and from school including during regular and extended year/day terms. This budget unit consists of salaries and benefits for 1.84 FTEs.	3,490,052
19010	- Custodial Provides the funding to operate the District's custodial services. Includes supplies, equipment and contracted services. This budget unit consists of salaries and benefits for 71.40 FTEs.	5,059,756
19020	- Building, Grounds and Maintenance Provides the funding to operate the District's building, grounds and maintenance departments. Includes supplies, equipment and contracted services. This budget unit consists of salaries and benefits for 8.75 FTEs.	1,822,084
19030	- Environmental Health and Safety/ADA Compliance Provides the funding to operate the District's environmental health and safety department. Includes supplies, equipment and contracted services. This budget unit consists of salaries and benefits for 1.00 FTEs.	895,293
19040	- Facility Leases Provides the funding for the District's facility leases for BEST, Pates Stadium and the Hamilton Building. This budget unit consists of salaries and benefits for no FTEs.	579,508
19050	- Warehouse and Purchasing Provides the funding to operate the school district's warehouse and purchasing departments. This budget unit consists of salaries and benefits for 1.25 FTEs.	95,146
19060	- Utilities Provides the funding for the District's utilities. This budget unit consists of salaries and benefits for no FTEs.	2,007,089
20010	- School Resource Officers Provides the primary funding for school police resource officers for the district's secondary schools. This budget unit consists of salaries and benefits for no FTEs.	270,000
20030	- Safe Schools Provides the primary funding for additional supervision at Burnsville Senior High and Metcalf Junior High. This budget unit consists of salaries and benefits for 5.19 FTEs.	216,172
Total General Fund Expenditure Budget		125,819,062
Total General Fund Period FTEs - 1,107.94		

Agenda X.X
June 9, 2016

TO: Members, Board of Education

FROM: Lisa Rider, Executive Director of Business Services

DATE: June 2, 2016

RE: Approve FY2016-2017 Adopted Budget

RECOMMENDATION: That the Board of Education approve the 2016-17 Adopted Budget providing all funds revenues of \$168,244,130 and all funds expenditures of \$226,252,413.

Below is a summary of the Proposed FY2016-2017 Adopted Budget for your review. A full summary of the General Fund budget units and the assigned staffing are attached for review prior to action for adoption at the June 25, 2015 board meeting.

Fund	Revenue	Expenditure	Net Increase (Decrease)
General	\$ 121,781,224	\$ 125,819,062	\$ (4,037,838)
Food Service	5,411,484	5,959,905	(548,421)
Community Service	6,630,321	6,516,821	113,500
Capital Building Project	22,000	44,659,171	(44,637,171)
Debt Service	12,182,861	22,165,880	(9,983,019)
Total Governmental	146,027,890	205,120,839	(59,092,949)
Trust and Agency	687,000	680,000	7,000
Internal Service Funds	21,529,240	20,451,574	1,077,666
All Funds	\$ 168,244,130	\$ 226,252,413	\$ (58,008,283)

The 2016-2017 Budget was prepared in accordance with the following Board of Education decisions. The parameters used to develop the budget are detailed in the presentation materials but are essentially as follows:

1. General education funding, on a per pupil basis, was increased to \$6,087 per adjusted pupil unit, per legislation.
2. Elementary class sizes averaging around 24.5:1 resulting from a range of class sizes of 21-30 depending on grade level and secondary class sizes averaging around 33-36:1.
3. Enrollment decreased with estimates based on projected end of year Early

Childhood-12 average daily membership of 9,136 for 2015-2016 and 9,074 for 2016-2017, a decrease of 62 average daily memberships.

4. An estimated \$550,000 reduction in Health Insurance costs across the operating funds is included as a result of the OPEB Trust implicit rate contributions.
5. Five percent increase in 2016-2017 health insurance premium costs for self-insured employee health benefits.
6. The projected Unassigned Fund Balance for the General Fund is 7.10% considering the use of restricted and committed fund balances in the areas of Area Learning Center, Capital, program carryover, and ProPay.

This adopted budget will be revised later in the 2016-2017 year to adjust for actual data relating to federal updates, enrollment, staffing, audited fund balances, etc.

Given the projected fund balance is below the current Board Policy, the Board must waive the policy. Prior to June 30, 2015 the board will need to define what fund balances they would be committing for 2016-2017 year.

GENERAL FUND

Overview

Given the significant amount of transition that is in process for the 2016-2017 school year, this budget acknowledges the transition and utilizes the spend down of existing fund balance over the option of reducing expenditures potentially impacting programming that is critical to the Vision One91 transition.

Following is a list of the most significant assumptions used in developing the revenue budget:

Basic Allowance

The basic funding allowance is \$6,087 per pupil unit.

Special Education

Special education categorical aid has been adjusted considering the new special education model and will continue to be monitored for needed adjustments at budget revision. This is an area of particularly soft revenue estimates due to the complexity of the calculation which has changed for 2015-2016 and beyond.

Referendum

The district's referendum authority is a combined \$1,772.75 per adjusted pupil unit prior to local optional allowance of \$424. After local optional subtraction the amount is \$1,348.75 reflecting the equivalent amounts approved by the voters in November 2011 and November 2007. Total referendum revenue adjusts each year in direct proportion to adjusted pupil units served. Estimated referendum revenue for the 2016-2017 year is approximately \$17.7 million, or roughly 15% of total General Fund revenues.

Alternative Teacher Compensation

Alternative teacher compensation revenue of approximately \$2.39 million is included in the 2016-2017 budget. The expenditures in this area are in excess of revenues as a purposeful spend down of previous years of committed fund balance. These funds may only be utilized for Alternative Teacher Compensation.

Compensatory

Compensatory revenue of approximately \$7.9 million is included and a portion of these funds is budgeted to cover costs of English Learner staff at all buildings. The remainder of this funding continues to be dedicated to providing educational programs for at risk students through various District initiatives.

English Learners

The estimate is based on the assessment of student needs within our district. The allocation expenditures have remained similar from FY16 to FY17. The degree of services needed by students vary, our assessment of students and the responding services will fluctuate.

Activities and Athletics

The general fund budget includes a \$5 increase to each activity fee.

Enrollment

Enrollment is a crucial factor in determining a school district's revenue because most funding formulas are student based. The 2016-2017 adopted budget assumes a decline in estimated EC-12 enrollment from estimated 9,136 students (Average Daily Membership) in 2015-2016 to 9,074 in 2016-2017. Enrollment uncertainty creates the potential for significant increases or decreases in student-based revenue. This assumption will need to be re-evaluated when the October 1, 2016, enrollment is known and the retention factor for 2015-2016 is determined. With each student generating approximately \$10,069 in revenue, a small deviation in enrollment can produce a significant change in revenue.

Revenue Restrictions

Restrictions on the use of general education revenue are offset with dedicated revenue. Following are restrictions imposed on general education revenue in 2016-2017:

Basic Skills (Compensatory, EL)
Learning & Development
Gifted & Talented
Achievement and Integration

Operating Capital
Area Learning Center
Alternative Teacher Compensation
Staff Development

Capital Expenditures

Capital expenditures are budgeted in the General Fund but are supported by revenue that is dedicated to this purpose. Capital expenditures included in this budget amount to approximately \$3.0 million. Every effort will be made to maximize the use of the capital funds.

New in 2016-2017 is the Long-Term Facilities Maintenance Revenue that rolls in the health and safety and the alternative facility projects. Further guidance from MDE may shift some of the accounting between the general fund and our capital projects fund.

Technology Capital Projects

New in 2016-2017 school year is the generation of \$2.5 million for the purpose of technology within our district. Where we were budgeting approximately \$2.5 million, we now have just over \$5 million budgeted toward technology. At our High School level this includes a 1:1 Chromebook deployment planned for the fall of 2016. Expectation of Middle School level 1:1 Chromebook deployment in fall of 2017. At the elementary levels, digital learning specialists will be at every school for student instruction in technology and to assist our teachers in implementation of technology to further support the engagement of students in learning.

Student Transportation

The student transportation budget is based on current service levels and reflect the most recent addendum to the contract.

Site Based Budgeting

A large portion of the operating budget is expended at the site level based on ranges of class sizes determined by Principals and other Administrators in the staffing process. Instructional budgets, while determined on a uniform basis across the district, are distributed among various accounts and programs at the school building level. Any budget balance at the end of a year in school accounts is carried forward to the succeeding year provided the Board continues to commit the related fund balance.

FOOD SERVICE

The Food Service Fund budget shows a planned spend down of reserves of \$548,421 for the 2016-2017 year. This spend down includes increased salaries, additional equipment and payment of lunchroom support staffing. The lunch prices incorporated into this budget for 2016-2017 will be modified as a result of the federal guidance to be \$2.50 for elementary, \$2.60 for Junior High and High School Students, and \$3.70 for adults. Milk prices will increase to \$0.50. Breakfast prices remain at \$1.40 for all students and \$2.00 for adults. It is anticipated that ala carte income will be less in the 2016-2017 school year.

COMMUNITY EDUCATION

The Community Education Fund shows expenditures essentially equal to revenues with no transfer from the General Fund.

CAPITAL BUILDING PROJECTS

The Capital Building Projects Fund includes both the alternative facility projects (approved via 10 year plan) and Vision One91 referendum building projects although they are kept track of separately in our internal codes. These projects utilize the bond proceeds received in May, 2015 as a result of the Vision One91 referendum approval in February, 2015. Of the \$65 million bond issuance, approximately \$25 million is expected to be paid out by the end of 2015-2016 with the remaining \$40 million indicated in the 2016-2017 budget. Once the 2015-2016 audit is

complete, the capital building project budget will be adjusted to reflect actual remaining balances. The expected completion of most of the building projects is fall 2016.

DEBT REDEMPTION

The Debt Redemption Fund is used to record revenues and expenses relating to principal and interest on bonded debt. These funds are dedicated to debt redemption and cannot be used for any other purpose. Our budget for 2016-2017 shows a significant spend down of nearly \$10million dollars as a result of the 2016A bond refunding from which proceeds were placed in escrow and will be paid off in the 2016-2017 year.

FORMAT

Attached is the General Fund budget broken into budget units and a list of employees for each budget unit. This format will allow for a greater understanding of what is included in our entire General Fund budget.

SUMMARY

This budget was developed in accordance with direction provided by the Board of Education. There is potential for significant change as actual enrollment and staffing patterns are recognized. Our reality is there are constant changes to staffing assignments as we adjust our staffing to best serve our students needs. Therefore much of the staffing details will change but overall the amount of positions approved by the board to fulfill its' mission will remain within the guidelines of the proposed budget. Overall, the proposed adopted budget is consistent with earlier projections.

General Fund Budget Comparative Summary

	Actual Results 2011-12	Actual Results 2012-13	Actual Results 2013-14	Actual Results 2014-15	Revised Budget 2015-16	Projected 2016- 17	Projected 2017- 18
Total Beginning Fund Balance	\$ 17,541,406	\$ 21,722,281	\$ 23,513,831	\$ 21,960,591	\$ 20,677,866	\$ 17,496,010	\$ 13,458,172
Revenues	110,320,643	112,117,128	114,626,638	119,103,906	118,046,063	121,781,224	121,781,224
Expenditures	106,139,768	110,325,578	116,179,878	120,386,631	121,227,919	125,819,062	130,222,729
Variance (Revenues - Expenditures)	4,180,875	1,791,550	(1,553,240)	(1,282,725)	(3,181,856)	(4,037,838)	(8,441,505)
Total Ending Fund Balance	\$ 21,722,281	\$ 23,513,831	\$ 21,960,591	\$ 20,677,866	\$ 17,496,010	\$ 13,458,172	\$ 5,016,667
Breakdown of Fund Balance Categories							
Nonspendable	\$ 189,006	\$ 270,695	\$ 256,197	\$ 647,352	\$ 647,352	\$ 350,000	\$ 350,000
Restricted	3,562,528	3,867,464	3,633,869	3,787,467	3,332,925	3,332,925	1,500,000
Committed	2,519,534	1,903,201	2,067,348	1,393,434	837,994	837,994	800,000
Unassigned	15,451,213	17,472,471	16,003,177	14,849,613	12,677,739	8,937,253	2,366,667
Total Ending Fund Balance	\$ 21,722,281	\$ 23,513,831	\$ 21,960,591	\$ 20,677,866	\$ 17,496,010	\$ 13,458,172	\$ 5,016,667
Unassigned Fund Balance %	14.56%	15.84%	13.77%	12.33%	10.46%	7.10%	1.82%