



Regular Meeting Agenda

Diamondhead Education Center
200 W. Burnsville Parkway
Burnsville, MN 55337
January 13, 2022
6:30 PM

Strategic Directions

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

5:45 PM Board Listening Session with Directors Abigail Alt and Toni Conner

I. Call to Order	
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M. Designation of Official Newspaper	

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.

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6. Approve, on a First Reading Basis, Non-Substantive Changes to Policies 105: <i>Equity, Access and Excellence in Education, 520: Student Surveys, 521: Student Disability Nondiscrimination, 602.5: School Cancellation, 605: Alternative Programs, 609: Religion, and 624: Online Learning</i>	85
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Speaker(s): Lisa Rider, Executive Director of Business Services	
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Speaker(s): Dr. Theresa Battle, Superintendent	
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Speaker(s): Scott Hume, Director	
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Speaker(s): Lisa Rider, Executive Director of Business Services	

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5. Approve Updates to the 2021-2022 Casual Wage Scale	133
Speaker(s): Stacey Sovine, Executive Director of Human Resources	
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Speaker(s): Stacey Sovine, Executive Director of Human Resources	
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Speaker(s): Dr. Theresa Battle, Superintendent	
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**Agenda III.A-M
January 13, 2022**

To: Board of Education
From: Dr. Theresa Battle, superintendent
Lisa K. Rider, executive director of business services
Date: January 6, 2022
RE: Annual Organization of the Board of Education

RECOMMENDATION: to approve recommendations and adopt the resolutions shown below to accomplish organization of the Board of Education for 2022.

The items listed below must be addressed by the school board at its organizational meeting on January 14, 2022.

In order of rank, the officers from 2021 are responsible for calling the organizational meeting to order. This individual, or someone elected as temporary chair, should preside until a new chair is elected.

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

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

The items that follow pertain to Board of Education organization for 2022.

A. Election of Chair

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

Recommendation: Moved by Director _____ that Director _____ be nominated and elected chair of the board for 2022.

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

B. Election of Vice-Chair

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

Recommendation: Moved by Director _____ that Director _____ be nominated and elected Vice-chair of the board for 2022.

C. Election of Clerk

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

Recommendation: Moved by Director _____ that Director _____ be nominated and elected clerk of the board for 2022.

D. Election of Treasurer

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

Recommendation: Moved by Director _____ that Director _____ be nominated and elected treasurer of the board for 2022.

E. Salaries of Board Members

Annotation: Salaries of school board members are set annually. Beginning on July 1, 2019, salaries were set at \$450 per month for each director plus an additional monthly stipend of \$50 for the chair in recognition of increased duties and expenses associated with that position.

Recommendation: That salaries of board members be set at \$450 per month and that the chairperson receives an additional \$50 per month in recognition of additional duties and expenses associated with the position.

F. Regular Meetings of the School Board

Annotation: Regular meetings of the school board are typically held on the second and fourth Thursday of each month. However, board meetings may be scheduled during other weeks to accommodate scheduling needs. Regular school board meetings will be held at Diamondhead Education Center, 200 West Burnsville Parkway, Burnsville.

Recommendation: That all regular meetings of the Independent School District 191 Board of Education commence at 6:30 p.m. on the dates noted below with meetings conducted at the Diamondhead Education Center and cablecast. Board Listening Sessions will be scheduled from 5:45-6:15 p.m. before regular board meetings.

Jan. 13, 2022	October 13, 2022
Jan. 27, 2022	October 27, 2022
Feb. 10, 2022	November 10, 2022
Feb. 24, 2022	November 17, 2022
March 10, 2022	December 8, 2022
March 24, 2022	December 22, 2022
April 14, 2022	January 12, 2023
April 28, 2022	January 26, 2023
May 12, 2022	February 9, 2023
May 26, 2022	February 23, 2023
June 9, 2022	March 9, 2023
June 16, 2022*	March 23, 2023
August 11, 2022	April 13, 2023
August 25, 2022	April 27, 2023
September 8, 2022	May 11, 2023
September 29, 2022*	May 25, 2023
	June 8, 2023
	June 22, 2023

In the case of inclement weather, the Board meeting will be scheduled Monday at the same time and place unless Monday is a holiday, in which case a special meeting will be posted.

*Meetings not scheduled on the second or fourth Thursday of the month.

Items G-M pertain to calendar year 2022. They are of a routine nature and although board action is required, discussion is usually unnecessary. I recommend approval of all resolutions as a single consent agenda. In the event a board member wishes to discuss any item, it should be removed from the list so that it may receive individual attention.

G. Authorization for Electronic (telephone) Fund Transfers

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

Recommendation: to adopt the attached resolution which authorizes the executive director of business services to enter into electronic (telephone) fund transfer agreements with the district's official depositories per Chapter 334 of the laws of Minnesota.

H. **Authorization for Use of Facsimile Signatures**

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

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

I. **Designation of Official Depositories**

Annotation: The Business Office maintains a current list of financial institutions to be used for depositing school district funds. The recommended list of depositories for 2022 is shown in the motion.

Recommendation: That the institutions shown below be designated as official depositories of the district for the 2022 calendar year per M.S. 124.05.

U.S. Bank of Minneapolis
 Minnesota School Districts Liquid Asset Fund Plus
 MN Trust
 Associated Bank, WI
 PMA Financial Network

J. **Appointment to Committees**

Committee appointments are made by the chair. Board members are asked to review the list of committee appointments and indicate their interests to the chair. Appointments to committees will be made at a future board meeting.

K. **Authorization to Execute and File Application for State- and Federally-Funded Programs**

Annotation: Most state- and federally-funded programs require that the school board, in official session, authorize an agent to execute and file funding applications for the school district and act as its official representatives in those state- and federally-funded programs.

Recommendation: That as of January 1, 2022, Theresa Battle, superintendent, or her designee be designated as the agent in filing applications for and representing the district in state- and federally-funded programs.

L. Designation of Legal Counsel

Annotation: Policy 202 states that the school board will select the school district's legal counsel at the organizational meeting. The attorney shall attend regular and special meetings of the school board when requested and be available for consultation as needed. The attorney shall be paid on a "time" or "retainer" basis as determined. The appointment of the attorney shall not be construed as a prohibition against seeking legal counsel from other sources when the superintendent or designees deems it to be advisable. The individuals authorized to contact legal counsel are the school board chair, the superintendent and his designees.

Recommendation: That the following law firms be appointed as legal counsel for Independent School District 191 for 2022 and that they be paid on an hourly basis for services rendered.

Kennedy & Graven Chartered
 Goetz & Eckland P.A.
 Booth Law Group LLC
 Rupp, Anderson, Squires & Waldspurger, P.A.
 Hitesman & Wold, P.A.
 Arthur Chapman Kettering Smetak & Pikala, P.A

Law Firm	Type of Services Rendered
Kennedy & Graven Chartered	Student Issues; Custody Issues; General legal by Supt; Complex school business matters; election law; Bond attorney; HR and employee related issues.
Goetz & Eckland P.A.	Contracts related to Construction and TIES
Booth Law Group LLC	Student Issues; Special Ed Issues
Rupp, Anderson, Squires & Waldspurger, P.A.	Business contracts, bid law, Review and development of unit language for bargaining agreements or terms and conditions of employment, etc.;
Hitesman & Wold, P.A.	Employee benefit related items; OPEB law
Arthur Chapman Kettering Smetak & Pikala, P.A	Legal counsel for property and casualty insurance issues

M. Designation of Official Newspaper

Annotation: Administration recommends designating Sun Thisweek as the official legal newspapers serving our area. This newspaper is widely distributed across the geographic area of the school district.

Recommendation: That Sun Thisweek be designated as the official newspaper for 2022 per M.S. 123.33; Subdivision 11, and M.S. Chapter 331.

INDEPENDENT SCHOOL DISTRICT 191

WIRE TRANSFER AGREEMENT

AUTHORIZED REPRESENTATIVES

January 1, 2022 through December 31, 2022

1. Lisa K. Rider	_____	<u>Executive Director of Business Services</u>	<u>707-2050</u>
2. Tyler Dehne	_____	<u>Dir/Accounting Services</u>	<u>707-2055</u>
3. Natalie Ditter	_____	<u>Fiscal Services Coord.</u>	<u>707-2056</u>

Account Name

Independent School District 191



eSign Electronic Signature

Your Windows® Print Driver Solution to Electronic Signatures

IMPORTANT!!! Skyward will only accept forms that have been filled out completely. Be sure to include payment information in section 3 below to avoid processing delays.

Please allow **5 to 7** business days for processing.

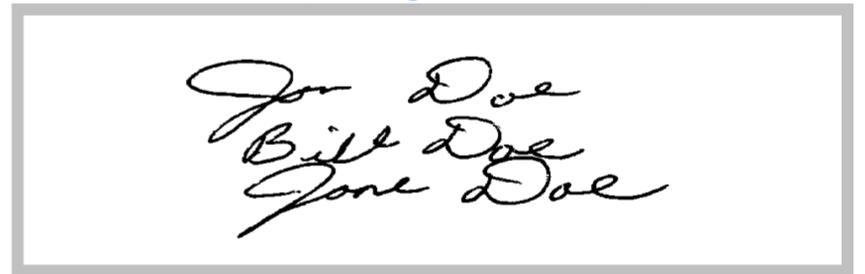
- 1. Place desired signature(s) inside the yellow box. Sign naturally and use a roller pen. (No markers please.) You may include a title in the signature box (optional). However, all signatures and titles must stay within the yellow box. (Samples below.)

Chair
Clerk
Treasurer

Single Signature Sample



Multiple Signature Sample



- 2. Please indicate how you would like to use the eSign™ signatures within the Skyward Management System™. Check all that apply.

<input checked="" type="checkbox"/>	Finance Application	<input checked="" type="checkbox"/>	Student Application
<input type="checkbox"/>	Purchase Orders	<input type="checkbox"/>	Transcripts
<input checked="" type="checkbox"/>	Payroll Checks		
<input checked="" type="checkbox"/>	Account Payable Checks		

- 3. Please select a Payment Option (The cost is \$200 per block regardless of the number of signatures within the block):

PO # or Enclosed Check # 01132022

N/A - eSign included with original core purchase

- 4. Please complete required district information:

Qmlativ

Burnsville Eagan Savage ISD191
School District

Tyler Dehne
Authorized Signature

Tyler Dehne, Director of Finance
Print Name and Title

1/13/2022
Date

- 5. Contact Information: ("Authorized Signature" personnel will receive eSign instructions if no contact is provided.)

We are hosted by ISCorp. We are hosted locally. We are hosted other: _____

Please send eSign file instructions to the following contact: tdehne@isd191.org

- 6. Submit your Request: Return this form to the Skyward Sales Administration Department, ATTN: Sales Processing.

To expedite handling, please email the form directly to SalesProcessing@Skyward.com. Alternatively, the form may be mailed to our Skyward World Headquarters address listed below.



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

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

of Independent School District #191
(name of governing body)

do hereby certify that the following resolution was duly adopted by said governing body at a meeting thereof duly convened and held on January 13, 2022, and is in full force and effect:

RESOLVED: That the use of facsimile signatures by the following named

public officers _____

Chair Treasurer Clerk

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

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of January, 2022.

CLERK _____
(certifying official)

INDEPENDENT SCHOOL DISTRICT 191

RESOLUTION AUTHORIZING TRANSFER OF FUNDS

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

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

The authority conferred herein shall continue in full force and effect until written notice of its revocation shall be received by said Bank at its office, or on December 31, 2022, whichever is earlier.

I, _____, Clerk of Independent School District 191, hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Education of said District at a meeting of said Board duly and regularly called; Noticed and held, and at which time was present a quorum of said Board on January 13, 2022 and that said resolution is in full force and effect.

I have hereunto subscribed my name this
13th day of January, 2022.

Clerk _____

Chairperson _____

INDEPENDENT SCHOOL DISTRICT 191

RESOLUTION AUTHORIZING TRANSFER OF FUNDS

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

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

The authority conferred herein shall continue in full force and effect until written notice of its revocation shall be received by said Bank at its office, or on December 31, 2022, whichever is earlier.

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I have hereunto subscribed my name this 13th day of January, 2022.

Clerk _____

Chairperson _____

INDEPENDENT SCHOOL DISTRICT 191

RESOLUTION AUTHORIZING TRANSFER OF FUNDS

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

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

The authority conferred herein shall continue in full force and effect until written notice of its revocation shall be received by said Bank at its office, or on December 31, 2022, whichever is earlier.

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I have hereunto subscribed my name this
13th day of January, 2022.

Clerk _____

Chairperson _____

INDEPENDENT SCHOOL DISTRICT 191

RESOLUTION AUTHORIZING TRANSFER OF FUNDS

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

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

The authority conferred herein shall continue in full force and effect until written notice of its revocation shall be received by said Bank at its office, or on December 31, 2022, whichever is earlier.

I, _____, Clerk of Independent School District 191, hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Education of said District at a meeting of said Board duly and regularly called; Noticed and held, and at which time was present a quorum of said Board on January 13, 2022, and that said resolution is in full force and effect.

I have hereunto subscribed my name this 13th day of January, 2022.

Clerk _____

Chairperson _____

INDEPENDENT SCHOOL DISTRICT 191

RESOLUTION AUTHORIZING TRANSFER OF FUNDS

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

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

The authority conferred herein shall continue in full force and effect until written notice of its revocation shall be received by said Bank at its office, or on December 31, 2022, whichever is earlier.

I, _____, Clerk of Independent School District 191, hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Education of said District at a meeting of said Board duly and regularly called; Noticed and held, and at which time was present a quorum of said Board on January 13, 2022, and that said resolution is in full force and effect.

I have hereunto subscribed my name this 13th day of January, 2022.

Clerk _____

Chairperson _____



**Agenda IV.A.
January 13, 2022**

To: Board of Education

From: Dr. Theresa Battle, superintendent

Date: January 6, 2022

Re: Update about District 191's Efforts to Implement COVID-19 Related Educational and Public Health Guidance issued by the Minnesota Department of Education (MDE) and Minnesota Department of Health (MDH)

Receive an update about District 191's Efforts to Implement COVID-19 Related Educational and Public Health Guidance issued by the MDE and MDH from Dr. Theresa Battle, superintendent.



COVID UPDATE

**Dr. Theresa Battle,
superintendent, and
Amy Piotrowski, director of
student support services**

January 13, 2022

Level of Transmission

- Case Rate per 100K
- Positivity Rate

District 191 Data

- Total cases for Staff and Students
- Case Investigations

Screening and Testing

We received 11 pallets of at-home COVID test kits.

BD Veritor At-Home COVID-19 test kits - Approximately 9,450 kits

BinaxNOW self-test kits - Approx. 2,300 kits

BD Veritor kits have been distributed to:

- Staff
- BHS Students - Families need a cell phone to download the **Scanwell Health** app

BinaxNow is being distributed to:

- Students (BHS, NMS, EC, BEST)
- Dakota Child and Family Clinic for our students and families

COVID-19 Vaccination Updates

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The Pfizer-BioNTech COVID-19 Vaccine has received Emergency Use Booster Authorization from the Food and Drug Administration for individuals 5 through 11 years of age on January 3, 2022.

The agency also shortened the time between the completion of primary vaccination of the Pfizer COVID-19 vaccine and a booster dose to five months from six.

Where: Scott County Government Center West (Shakopee)

When: January 19 Ages 12+ only 9:00-11:00 am and ages 5-11 from
2:00-4:00 pm

January 26 3:30-6:30 pm

February 9 ages 5-11 from 2:00-4:00 pm

Parent/Guardian must be present with their child(ren)

Dakota County Public Health Vaccination Clinics:

- Public Health has 14 COVID-19 clinics for January 2022.
- Five clinics are [available online](#) right now, more will be posted soon.
 - Clinics are for anyone 5+ years old
 - Pfizer 1st doses, 2nd doses, and boosters are offered to anyone who qualifies.

Thank you!

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Board Meeting Date: January 13, 2022

COVID-19 Board Report

PURPOSE: Provide an Update about District 191's efforts to implement COVID-19 related educational and public health guidance issued by the Minnesota Department of Education (MDE) and the Minnesota Department of Health (MDH), respectively.

Overview:

Students and staff are concerned about the surge, yet continue to pursue and participate in high quality academic experiences and our teachers continue to provide these opportunities. Even in the midst of this pandemic we have continued to deliver on instruction and one of our core values, Student Agency. Student Agency is when students make choices that personalize their learning. Later tonight in Board Student Representative Zoe Olson's report, you will hear about students' participation in Youth in Government where students debate issues with students across the state and students participation in a DECA district competition that seeks to prepare students for leadership and entrepreneurship. Another example I learned of just yesterday from Danielle Christy, AVID instructor at Burnsville High School (BHS). She shared that a 9th grade AVID student submitted an essay for the BestPrep Student Spotlight Competition and was selected as a winner out of 165 submissions!

As you know, COVID continues to be an ongoing challenge with the Omicron variant surging through our community and in our schools. As I placed Nicollet Middle SCHOOL on Distance Learning last week and district-wide for today and tomorrow.

The factors considered included students out due to effects of COVID (confirmed cases, sick and symptoms and close contacts), staff absences due to this same effects of COVID and unfilled sub positions for teachers and EAs. We know that in-person learning is best with layered mitigation strategies, but when adequate supervision was jeopardized if we continued in-person learning.

I will continue to review daily data for each school and consult with COVID-19 Health team, COVID-19 Leadership Team, the Regional Health consultant and our Advisory group as we continue to respond to the pandemic.

I am thankful for the continued trust parents and students have placed in our district to make the best possible decisions and we continue to respond to the pandemic. I am grateful for staff who continue to work in this unimaginable reality we are in and lastly I am grateful for the partnership with community agencies, such as Dakota Family and

Children's clinic, Headway and Park Nicollet, the One91 COVID Advisory group and our Regional Support team.

Before we move on to health data and updates from MDE and MDH, I want to share that our COVID-19 Dashboard has the data for weekly COVID-19 cases and the number of students and staff quarantining or in isolation. You may find the dashboard via a link on our district website under COVID-19.

https://docs.google.com/presentation/d/e/2PACX-1vTLrLSNr7KZNB7E3FVHmm3723meHd04JcfR1_RzFOqOgz0fWaDHiUOD04r0nE9V8iSgSbb_A2SaM8V7/pub?start=false&loop=false&delayms=3000&slide=id.p

Now I'll turn it over to Amy Piotrowski, interim director of student support services.

Updates: Local Data (MN, Dakota/Scott County and 191)

Data:

Our state and community continues to be in a high level of community transmission for COVID-19. The Omicron variant is most prevalent in Covid cases and was detected in MN shortly after Thanksgiving.

What we have learned:

- Omicron spreads more quickly than the original virus but in comparison to Delta the transmission rate is unknown but speculated to be twice as transmissible to Delta.
- There is a higher rate of breakthrough infection and re-infection occurring with the Omicron.
- Current vaccines are expected to protect against severe illness, hospitalizations, and deaths due to infection with the Omicron variant.

MN:

Onto data for MN

Positivity rate for Week 52 (12/26-12/31) in MN is 16.7 %.

Rates for Dakota County (DC) during week 52 is 18.9% which is up from 8.7% last week
Scott County 19.8% for Week 52 which is up from 9.3%

The breakthrough infection rate as of 1/5 is at 4.8% (Last board meeting it was at 3.1%)

7 day Case Rate for positive cases per 100K

Dakota and Scott

- Currently for DC the case rate is 1,230.48 which is a 69% increase from last week which was 727.70. This is a record high for Dakota County and is the 6th highest county in MN for case rates.

- For Scott County the case rate is 1,697. This rate during the last board meeting it was 509.77
- DC had 17 newly-reported deaths in the past week. DC has the 3rd highest death rate in the state

Influenza

A topic that has not been discussed previously in the board report is Influenza.

Influenza cases continue to be reported. MN total cases reported through 1/8th is 418. In comparison, the total for last year was 35. 80% of these cases are among children and young adults. *This is important because as we see hospitalization for Omicron, we will also see hospitalizations for Influenza. This continues to strain the health care system. SY (school year) 2020 - 4000 total cases reported*

191 positive cases and investigations

For ISD 191, cumulatively for the school year - We have been informed of 148 positive cases among staff. (Comparison last board meeting=65)

For students cumulatively for the school year we have been informed of 943 positive cases. (Comparison last board meeting =296)

191 case investigations

This week thus far for students and staff we have been informed of 285 cases this week alone.

We would like to thank the community for helping us create a symptom free zone and students and staff staying home when ill.

Screening and Testing

(Optional saliva screening)

- We learned today that Vault and MDH extended the contract to use these kits. Next week we will continue to offer saliva screening to interested staff until supply is exhausted.
- We will be transitioning to testing through the Midwest Coordination Center and we are finalizing the details for the staff program.

Testing partnership

- We continue to partner with Dakota Child and Family Clinic in Burnsville to provide PCR testing for students, families and staff. Last week they completed 140 tests and this week tests completed have been 56.

COVID home rapid testing kits

We received the completion of our first and second order of home test kits over winter break which involved 11 pallets. Thank you to operations for making the delivery of these pallets a smooth process.

Distribution: Goal is to get these kits in homes

- All students have had the opportunity for receiving one kit. Additional kits have been made available through the health office as needed and requested.
- Staff have had the opportunity for receiving two kits.

We have placed another order for kits and will continue to develop a distribution plan, as well as explore additional resources to provide free kits in our community

Vaccinations

Now onto some positives

Students age 5-17 can now receive a Covid vaccination booster through an Emergency Use Authorization.

Last board meeting, Bernie presented vaccination rates as of December 9th. We are seeing an increase in vaccination rates among our students with the largest increase ages 5-11.

December 9th Board Information to First Week in January

Elementary Rate

1st-17.79%

2nd- 4.39% to **17.51% the first week in January**

Middle School Rate

1st- 44.87%

2nd- 35.75% to 42.6%

High School Rate

1st- 59.84%

2nd- 56.1% to 58.1%

First Week in January

Elementary Rate

1st - 28.08%

2nd - 17.51%

Middle School Rate

1st - 48.72%

2nd - 42.68%

High School Rate

1st - 62.18%

2nd - 58.09%

PUBLIC HEALTH

We continue to partner with our local public health and MDH to provide vaccination opportunities to our community.

January 9th - MDH clinic was hosted at BHS for second doses and boosters

We learned today that DC will be hosting a seniors and caregivers clinic at our Senior Center on January 20th from 10-2. More information can be found on the website.

Scott County Updated the Clinics.

Scott County continues to offer vaccination clinics for students and adults. For the most current clinic information, refer to the Scott County website as appointments are filling quickly and some of the age groups on this slide may no longer be available on certain days.

Where: Scott County Government Center West (Shakopee)

When: January 19 - Ages 5-11 only from 2:00-4:00 pm

January 26 - Ages 12+ only from 8:00-1:00 pm

February 9 - Ages 5-11 only from 2:00-4:00 pm

The State of MN is currently offering a \$200 Visa gift card incentive for 5-11 year olds to complete the vaccination two dose series by February 28th to receive.

That is the end of my report

Thank you

Health and Safety Update (MDH):

Last week on Wednesday, the Minnesota Department of Education shared the following message with superintendents and charter school leaders: "The Centers for Disease Control and Prevention (CDC) have released additional information about the new [quarantine and isolation guidance](#) first announced on December 27. One of the major changes is If you come into close contact with someone with COVID-19, and should quarantine because you are not in one of the following groups:

- You are ages 18 or older and completed the [primary series](#) of recommended vaccine, but have not received a [recommended](#) booster shot when eligible.
- You received the single-dose Johnson & Johnson vaccine (completing the primary series) over 2 months ago and have not received a [recommended](#) booster shot.

- You are not vaccinated or have not completed a [primary vaccine series](#).

The change is that you should “Stay home and away from other people for at least 5 days (day 0 through day 5) after your last contact with a person who has COVID-19. The date of your exposure is considered day 0. Wear a [well-fitting mask](#) when around others at home, if possible.” Also for Isolation: “Everyone who has presumed or confirmed COVID-19 should stay home and isolate from other people for at least 5 full days (day 0 is the first day of symptoms or the date of the day of the positive viral test for asymptomatic persons)”.

“The CDC guidance applies to the general population, **including K-12 schools**. The Minnesota Department of Health (MDH) is reviewing the detailed guidance and will be updating materials to align with CDC recommendations. MDH will have updated guidance documents and materials early next week. In the meantime, you can continue following current MDH guidance on their website or refer to the new CDC guidance. These revised guidelines allow for shortened quarantine and isolation under certain circumstances including strict adherence to masking”.

The COVID-19 advisory provided feedback about adopting the CDC guidance or waiting until MDH adopts on January 12. Overwhelming consensus was to adopt immediately. Yesterday, MDH provided additional guidance to school nurses. Staff and I have reviewed the guidance and we will transition to the updated CDC guidance for staff beginning Tuesday, January 18, 2022. Tomorrow, District communication will be sent to staff. I have not yet made a determination about students because the health team still needs time to finalize our procedures.

Operational

During this latest transition to distance learning (DL) custodial staff will be deep cleaning high touch areas at school sites. In addition, we have ordered N95 masks for staff and we expect delivery on Monday. Custodial staff will continue to use mitigation strategies to support our response to the pandemic.

Food and supply chain shortages remain a constant concern. We are aware of several area school districts (So. Wash Cty, Hastings, Stillwater, Inver Grove Hts/South St. Paul) who are unable to purchase 8 oz milk in paper cartons due to nationwide shortages. We expect to be affected by this also at some point.

Milk is required to be offered with breakfast and lunch, however, students are not required to take it if they have a sufficient number and the correct type of other foods on their tray or as part of their reimbursable meal. Having potable water available during meals is a

U.S. Department of Agriculture (USDA) requirement. Cups are also severely depleted in the supply chain.

We will encourage students to bring water bottles from home. If and when we are affected by this shortage, we plan to first ration or discontinue milk at secondary schools, by either not offering it with one of the daily meals or not at all, and then proceeding the same at elementary schools. We may or may not be able to offer substitute products, such as 10 oz water bottles or juice, as these are severely limited as well.

We will begin to communicate this information to parents/guardians and students.

MDE and USDA are aware of the supply chain struggles and understand if the milk requirement cannot be met.



**Agenda IV.B.
January 6, 2022**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Zoe Olson, student representative to the school board

Date: January 6, 2022

Re: Student Representative Report

Receive a report from Zoe Olson, student representative.



**Agenda IV.C.
January 13, 2022**

To: Board of Education
From: Dr. Theresa Battle, superintendent
Date: January 6, 2022
Re: Superintendent Report

Receive a report from Dr. Theresa Battle, superintendent.



**Agenda IV.D.
January 13, 2022**

To: Board of Education
Dr. Theresa Battle, superintendent

From: board chair

Date: January 6, 2022

Re: Board Member Reports

Receive reports from board members.

School Board Minutes
 INDEPENDENT SCHOOL DISTRICT 191
 December 9, 2021

The regular meeting of the Board of Education was called to order by Vice Chair Miller at 6:30 p.m. The meeting was held at Diamondhead Education Center, 200 West Burnsville Parkway, Burnsville, MN, 55337.

Call to Order

Directors Alt, Chester, Hume, Werb, and Said were present. Chair Miller and Conner were absent. Superintendent Battle, Student Representative Umelkayr Hadi, administrators, staff and members of the public were also present.

Attendance

Vice Chair Chester welcomed the public and asked Hume to lead the Pledge of Allegiance.

Pledge

Chester administered the Oath of Office to Said.

Oath of Office

Moved by Hume, seconded by Alt, to approve the agenda. The motion carried unanimously (5, 0).

Agenda

The Truth in Taxation Hearing began at 6:35 p.m.

Truth in Taxation

Received a report about the Budget and Property Tax from Lisa Rider, executive director of business services.

No members of the public spoke at the hearing.

The hearing concluded at 6:55 p.m.

Received a report from Umelkayr Hadi, student representative.

Reports

Received a report about FY23 Preliminary Current Reality from Lisa Rider, executive director of business services.

Received an update about District 191's Efforts to Implement COVID-19 Related Educational and Public Health Guidance issued by the MDE and MDH from Dr. Theresa Battle, superintendent.

Received committee reports from Hume on behalf of MSBA, Chester on behalf of the Legislative Committee, and Alt on behalf of the Policy Review Committee.

Received a report from Dr. Theresa Battle, superintendent.

Moved by Werb, seconded by Said, to approve the consent agenda.
 -Approve minutes of the November 18, 2021, regular board meeting and closed session.

Consent Agenda
 Minutes
 Personnel

-Personnel recommendations for Aisha Moallin, Andrew Tofte, Gabrielle Viktora, Jeffrey Sonsalla, John Peters, Kristyn Svoboda, Alexander VanHorn, Michelle Baumann, Nicole Harves, Anne Poliquin, Michelle Harbeck, Cynthia Nepsund, Kelly Smith, Mark Van Der Woude, Aisha Faqid, Allyssa Gronseth, Amal Osman, Angel Molina, Braylon Lane, Cara Slattery, Cara Slattery, Christian Kibler, David Shaw, Elizabeth Coulter, Erik Leafblad, Faiza Ahmed, Jesse Richards, Jessica Kaahanu, Jody Plucinak, Joseph Risteau, Kaleb Wick, Kali Yusuf, Kari Hill, Katie Grundstrom, Kayla Peerboom, Kristin Vendel, Lisa Christen, Marcus James, Mark Hubbard, Matthew Berg, Meg Pawley, Megan Gauer-Kloos, Nicholas Lindberg, Olivia Brammer, Pam Schilling, Patricia Brown, Ruthann White, Sabrina Dahl, Samuel Dockry, Tara Pau, Tracy Sexton, Kristen McBride, Melissa McClellan, Melissa Watson, Aaron Roberts, Ayan Mohamud, Chelsea Kukacka, Felisa Cysiecki, Jada Hoffman, Rahmo Omar, Ruthann White, Skyler Nagorski, Tara Pau, Tracy Sexton, Barbara Payne, and Joanna Willenburg.

-Adopt a resolution to approve and accept donations as presented.

-Approve October payroll checks in the net amount of \$4,028,078.83. October claims to date, wire transfers and adjustments totaling \$9,418,639.09. Also, that the Board accepts October receipts of \$11,904,108.94 and investments for the General Fund, 2015A School Building Bonds, and OPEB of \$69,973,344.64 as of October 31, 2021.

-Accept the Budget Analysis for the month ending October 31, 2021.

- Receive a report about the Listening Session on November 18, 2021.

-Approve the Memorandum of Agreement with Burnsville Education Association.

-Approve, on a second reading basis, changes to Policy 104: *School District Mission Statement*.

-Approve, on a first reading basis, changes to Policies 407: *Employee Right to Know-Exposure to Hazardous Substances*, 416: *Drug and Alcohol Testing*, 507: *Corporal Punishment*, 528: *Student Parental, Family, and Marital Status Nondiscrimination*.

-Approve no changes to Policies 517: *Student Recruiting*, 519: *Interviews of Students by Outside Agencies*, 529: *Staff Notification of Violent Behavior by Students*, and 531: *The Pledge of Allegiance*.

The motion carried unanimously (5, 0).

Moved by Hume, seconded by Alt, certify the final property tax levy for taxes payable in 2022 of \$41,398,166.89 as presented.

General - RMV, Voter Approved	\$ 14,109,364.71
General - RMV, Other	5,708,609.83
General - NTC, Voter Approved	3,620,365.30
General - NTC, Other	5,927,884.52
Community Service	1,602,378.53
General Debt Service, Voter Approved	3,496,168.21
General Debt Service, Other	<u>5,637,505.15</u>
OPEB/ Pension, Other	<u>1,295,890.64</u>
Total	<u>\$ 41,398,166.89</u>

Donations
Checks, claims,
receives and
investments

Budget Analysis
Listening Session
BEA MOU

Policies

Certify the Final
Property Tax

The motion carried unanimously after discussion (5, 0).

Moved by Werb, seconded by Said, to approve the additions, deletions, and changes to the 2022-23 High School Course Catalog as noted. The motion carried unanimously after discussion (5, 0).

Course Catalog

Moved by Alt, seconded by Hume, to approve the proposed amendment to the Burnsville Ice Center Rental Agreement for the 2021-2022 school year. The motion carried unanimously after discussion (5, 0).

Ice Center Agreement

Moved by Werb, seconded by Said, to adopt a resolution establishing combined polling places for certain multiple precincts and designating hours during which the polling places will remain open for voting for school district elections not held on the day of a statewide election. The motion carried unanimously (5, 0).

Establish Combined Precincts

Moved by Hume, seconded by Said, to adopt a resolution for safe schools. The motion carried unanimously (5, 0).

Safe Routes to School

Moved by Werb, seconded by Alt, to approve, on a first reading basis, changes to Policy 527 Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches. The motion carried unanimously after discussion (5, 0).

Policies

Moved by Hume, seconded by Alt, to approve, on a first reading basis, changes to Policies 206: Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings. The motion carried unanimously after discussion (5, 0).

The meeting adjourned to a workshop at 8:27 p.m. The purpose of the workshop was an Update about the Use of Federal Funding. The workshop ended at 8:53 p.m.

Adjourn to a workshop

clerk	January 13, 2022 Date approved
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January 13th, 2022- FINAL

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

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

FROM: Stacey Sovine, Executive Director of Human Resources

DATE: January 13th, 2022 Final

RE: Recommended Personnel Changes

CLASSIFICATION	ACTION	POSITION CONTROL	NAME	FINAL	LOCATION	POSITION	EFFECTIVE DATE
Certified	Appointment		Angela Lobben		Harriet Bishop Elementary	Teacher	1/3/2022
Certified	Appointment		Erin Collins		Nicollet Middle School	Teacher	1/3/2022
Certified	Appointment		Jessica Quinonez		District-wide	Teacher	1/4/2022
Certified	Change of Assignment		Emma Martin		Eagle Ridge Middle School	Teacher	12/15/2021
Certified	Change of Assignment		Sarah Nimchuk		Virtual Academy	Teacher	9/8/2021-11/12/2021
Certified	Leave of Absence		Anne Poliquin		Eagle Ridge Middle School	Social Worker	11/6/2021 - CORRECTION
Certified	Leave of Absence		Corbin Orlenko		Vista View Elementary School	Teacher	1/6/22-3/1/22
Certified	Leave of Absence		Samuel Gaylord		Vista View Elementary School	Teacher	1/3/22-1/28/2022
Certified	Recall		Vincent Varpness		Burnsville High School	Teacher	1/24/2022
Certified	Resignation		Allison Jordan		Harriet Bishop Elementary	Teacher	12/22/2021
Certified	Retirement		Cynthia Lamb		Edward Neill Elementary	Teacher	6/10/2022
Certified	Retirement		Luke Bearth		Edward Neill Elementary	Teacher	6/10/2022
Certified	Retirement		Norine Moulsoff		Burnsville High School	Teacher	6/10/2022
Classified	Appointment		Allison Jordan		District-wide	ALC/CE Programming Coordinator	1/3/2022
Classified	Appointment		Dominic Parker-Sims		District-wide	Project Kids Program Supervisor	1/3/2022
Classified	Appointment		Frances Becquer		Burnsville High School	Peer Support/Helper	2021-2022 School Year
Classified	Appointment		Gabrielle Sasseville		Burnsville High School	Set Design	Winter Season
Classified	Appointment		Harris Wahidi		Burnsville High School	Assistant Coach	Winter Season
Classified	Appointment		Jeffrey Olson		Burnsville High School	Flag Line Assistant	Fall Season
Classified	Appointment		Jesse Richards		Sky Oaks Elementary School	Science Fair Leader	9/30/2021 - CORRECTION
Classified	Appointment		Matthew Fox-Johnson		Gideon Pond Elementary	Educational Assistant Level II	1/3/2022
Classified	Appointment		Matthew Fox-Johnson		Gideon Pond Elementary	Educational Assistant Level III	1/3/2022
Classified	Appointment		Olivia Sowieja		Sky Oaks Elementary School	Educational Assistant Level IV	1/3/2022
Classified	Appointment		Pam Schilling		Sky Oaks Elementary School	Science Fair Leader	9/30/2021 - CORRECTION
Classified	Appointment		Penelope Parsons-Lord		Burnsville High School	Competition One Act Play Set Design	Winter Season
Classified	Appointment		Penelope Parsons-Lord		Burnsville High School	Full Length Play Set Design Assistant	Winter Season
Classified	Appointment		Rebecca O'Daniel		WM. Byrne Elementary School	Food Service Associate	1/3/2022
Classified	Appointment		Ryanne Mikunda		Harriet Bishop Elementary	ESL Educational Assistant	1/3/2022
Classified	Appointment		Soponnie Phan		Burnsville High School	Assistant Dance Coach	Winter Season
Classified	Change of Assignment		Faiza Ahmed		Nicollet Middle School	Special Education Educational Assistant	12/13/2021
Classified	Change of Assignment		Rahima Abdi		Gideon Pond Elementary	Educational Assistant Level II	1/3/2022
Classified	Change of Assignment		Rahima Abdi		Gideon Pond Elementary	Educational Assistant Level III	1/3/2022
Classified	Change of Assignment		William Ullrich		District-wide	Coordinator I	1/3/2022
Classified	Resignation		Saredo Salah		WM. Byrne Elementary School	Community Education Program Assistant	12/15/2021
Classified	Retirement		Dawn Simpson		WM. Byrne Elementary School	Special Education Educational Assistant	2/23/2022
Classified	Retirement		Heidi Knutsen		Vista View Elementary School	Community Education Coordinator	1/28/2022



**Agenda V.A.3.
January 13, 2022**

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

From: Lisa K. Rider, executive director of business services

Date: January 6, 2022

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

RESOLUTION TO ACCEPT DONATIONS

WHEREAS,

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

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

Moved by: _____

Seconded by: _____

Members in favor of the motion:

Members opposed:

Whereupon said Resolution was declared duly passed and adopted on January 13, 2022.

Clerk – Board of Education

Date	Donor	Recipient	Terms	Donation
11/24/2021	Studio 4 Dance	BrainPower in a Backpack	In-Kind (goods or services)	Food drive donation
11/30/2021	Mark and Kim Evanko	BrainPower in a Backpack	Cash (monetary)	\$75.00
11/30/2021	Burnsville Strong	BrainPower in a Backpack	In-Kind (goods or services)	Food drive donation
11/30/2021	Theresa Battle	BrainPower in a Backpack	Cash (monetary)	\$55.00
11/30/2021	Savage Area Women of Today	BrainPower in a Backpack	Cash (monetary)	\$50.00
11/30/2021	DAKOTA ELECTRIC ASSOCIATION -- TOUCHSTONE ENERGY COMMUNITY AWARD	BrainPower in a Backpack	Cash (monetary)	\$500.00
11/30/2021	Minnesota Valley Electric Operation Round Up	BrainPower in a Backpack	Cash (monetary)	\$500.00
9/1/2021	Burnsville Subaru	Edward Neill Elementary	In-Kind (goods or services)	\$5,000.00
12/5/2021	The Alley	Hidden Valley Elementary	In-Kind (goods or services)	Knitted hats, 2 quilts
12/2/2021	Connie Seller	BrainPower in a Backpack	Cash (monetary)	\$200.00
12/6/2021	Walmart Community Grant Program	BrainPower in a Backpack	Cash (monetary)	\$500.00
12/10/2021	Rahn Elementary School	BrainPower in a Backpack	In-Kind (goods or services)	Food donation
12/15/2021	GIVEMN Give to the Max / Bowls for BrainPower Donations	BrainPower in a Backpack	Cash (monetary)	\$1,260.00
12/9/2021	Hospitality MN Education Foundation	Burnsville High School	Cash (monetary)	\$900 for ServSafe Certifications, \$500 for food supplies, \$5000 for curriculum materials Total \$6400.00
12/10/2021	Anonymous	Food & Nutrition Services	Cash (monetary)	\$21.75
12/17/2021	Northern Tool & Equipment, John Bakke, Executive Vice President	Burnsville High School	In-Kind (goods or services)	Tools and equipment total \$6,500.00
12/20/2021	25 Anonymous families	Food & Nutrition Services	Cash (monetary)	\$354.97
12/20/2021	Mauline Ogechi	Food & Nutrition Services	Cash (monetary)	\$15.05
12/22/2021	Burnsville Lion's Club	Burnsville High School	Cash (monetary)	\$3,000.00
12/10/2021	Christina Oberle - Johnson Plastics	Burnsville High School	Cash (monetary)	\$250.00
12/10/2021	Twin Cities Regional Science Fairs	Burnsville High School	Cash (monetary)	\$8,000.00
12/10/2021	MASSP	Burnsville High School	Cash (monetary)	\$250.00
1/5/2022	Kimberly O'Connor	Burnsville High School	Cash (monetary)	\$12.00
1/5/2022	Kimberly O'Connor	Nicollet Middle School	Cash (monetary)	\$12.00

Total monetary donation received: \$32,955.77.



**Agenda V.A.4.
January 13, 2022**

To: Board of Education

From: Dr. Theresa Battle, superintendent

Date: December 10, 2021

Re: Receive a Report about the Listening Session

Recommendation: Receive a report about the Listening Session on December 9, 2021.

December 9, 2021 Listening Session

- No one spoke at the listening session.



Future Ready. Community Strong.

**Agenda V.A.5.
January 13, 2022**

To: Board of Education

From: Dr. Theresa Battle, superintendent, Brian Gersich, assistant superintendent, and Stacey Sovine, executive director of human resources

Date: January 6, 2022

Re: Policies 407: *Employee Right to Know-Exposure to Hazardous Substances*, 416: *Drug and Alcohol Testing*, 507: *Corporal Punishment*, 528: *Student Parental, Family, Marital Status Nondiscrimination*, 527 *Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches*, and 206: *Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations*

Recommendation: Approve, on a second reading basis, changes to Policies 407: *Employee Right to Know-Exposure to Hazardous Substances*, 416: *Drug and Alcohol Testing*, 507: *Corporal Punishment*, 528: *Student Parental, Family, Marital Status Nondiscrimination*, 527 *Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches*, and 206: *Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations*.

The first reading of the policies was approved at the Board meeting on December 9, 2021.

Adopted: 7/2001
Reviewed: 12/9/2021
Revised: 1/13/2022
Rescinds: GBED

Burnsville-Eagan-Savage School District Policy 407

407 EMPLOYEE RIGHT TO KNOW – EXPOSURE TO HAZARDOUS SUBSTANCES

I. PURPOSE

The purpose of this policy is to provide school district employees a place of employment and conditions of employment free from recognized hazards that are likely to cause death or serious injury or harm. (Minn. Stat. § 182.653, Subd. 2)

II. GENERAL STATEMENT OF POLICY

The policy of this school district is to provide information and training to employees who may be “routinely exposed” to a hazardous substance, harmful physical agent, infectious agent, or blood borne pathogen.

III. DEFINITIONS

- A. “Commissioner” means the Commissioner of Labor and Industry.
- B. “Routinely exposed” means that there is a reasonable potential for exposure during the normal course of assigned work or when an employee is assigned to work in an area where a hazardous substance has been spilled.
- C. “Hazardous substance” means a chemical or substance, or mixture of chemicals and substances, which:
 - 1. is regulated by the Federal Occupational Safety and Health Administration under the Code of Federal Regulations; or
 - 2. is either toxic or highly toxic; an irritant; corrosive; a strong oxidizer; a strong sensitizer; combustible; either flammable or extremely flammable; dangerously reactive; pyrophoric; pressure-generating; compressed gas; carcinogen; teratogen; mutagen; reproductive toxic agent; or that otherwise, according to generally accepted documented medical or scientific evidence, may cause substantial acute or chronic personal injury or illness during or as a direct result of any customary or reasonably foreseeable accidental or intentional exposure to the chemical or substance; or
 - 3. is determined by the commissioner as a part of the standard for the chemical or substance or mixture of chemicals and substances to present a

significant risk to worker health and safety or imminent danger of death or serious physical harm to an employee as a result of foreseeable use, handling, accidental spill, exposure, or contamination.

- D. “Harmful physical agent” means a physical agent determined by the commissioner as a part of the standard for that agent to present a significant risk to worker health or safety or imminent danger of death or serious physical harm to an employee. This definition includes, but is not limited to, radiation, whether ionizing or nonionizing.
- E. “Infectious agent” means a communicable bacterium, rickettsia, parasites, virus, or fungus determined by the commissioner by rule, with approval of the commissioner of health, which, according to documented medical or scientific evidence, causes substantial acute or chronic illness or permanent disability as a foreseeable and direct result of any routine exposure to the infectious agent. Infectious agent does not include an agent in or on the body of a patient before diagnosis.
- F. “Blood borne pathogen” means a pathogenic microorganism that is present in human blood and can cause disease in humans. This definition includes, but is not limited to, hepatitis B virus (HBV) and human immunodeficiency virus (HIV).

IV. TARGET JOB CATEGORIES

Annual training will be provided to all full- and part-time employees who are “routinely exposed” to a hazardous substance, harmful physical agent, infectious agent, or blood borne pathogen as set forth above.

V. TRAINING SCHEDULE

Training will be provided to employees before beginning a job assignment as follows:

- A. Any newly hired employee assigned to a work area where they are determined to be “routinely exposed” under the guidelines above.
- B. Any employee reassigned to a work area where they are determined to be “routinely exposed” under the above guidelines.

Legal References: Minn. Stat. Ch. 182 (Occupational Safety and Health)
 Minn. Rules Ch. 5205 (Safety and Health Standards)
 Minn. Rules Ch. 5206 (Employee Right to Know Standards)
 29 C.F.R. § 1910.1050, App. B (Substance Technical Guidelines)

Cross References: Burnsville-Eagan-Savage School District Policy 420 (Students and Employees with Sexually Transmitted Infections and Diseases and Certain Other Communicable Diseases and Infectious Conditions)

Burnsville-Eagan-Savage School District Policy 807 (Health and Safety Policy)

Adopted: 9/2006
Reviewed: 12/9/2021
Revised: 1/13/2022
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 they have 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 they have 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 they undergo 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 they have 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
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“Basic records” includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

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

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

N. Training

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

of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

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

P. Other Testing

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

IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

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

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

1. General Limitations

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

2. Job Applicant Testing

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

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

3. Random Testing

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

4. Reasonable Suspicion Testing

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

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

5. Treatment Program Testing

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

6. Routine Physical Examination Testing

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

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

B. No Legal Duty to Test

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

C. Definitions

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

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

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

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

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

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

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

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

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

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

E. Reliability and Fairness Safeguards

1. Pretest Notice

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

2. Notice of Test Results

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

3. Notice of and Right to Test Result Report

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

4. Notice of and Right to Explain Positive Test Result

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

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)

Adopted: 12/3/2015
Reviewed: 12/9/2021
Revised: 1/13/2022
Rescinds:

Burnsville-Eagan-Savage School District Policy 507

507 CORPORAL PUNISHMENT

I. PURPOSE

The purpose of this policy is to describe limitations on corporal punishment of students.

II. GENERAL STATEMENT OF POLICY

No employee or agent of the school district shall cause corporal punishment to be inflicted upon a student to reform unacceptable conduct or as a penalty for unacceptable conduct. As used in this policy, the term “corporal punishment” means conduct involving hitting or spanking a person with or without an object, or unreasonable physical force that causes bodily harm or substantial emotional harm.

III. EXCEPTIONS

A teacher or school principal 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. Other school district employees, school bus drivers, or other agents of a school district may use reasonable force when necessary under the circumstances to restrain a student or prevent bodily harm or death to another.

IV. VIOLATION

Employees who violate the provisions of this policy shall be subject to disciplinary action as appropriate. Any such disciplinary action shall be made pursuant to and in accordance with applicable statutory authority, collective bargaining agreements and school district policies. Violation of this policy may also result in civil or criminal liability for the employee.

Legal References: Minn. Stat. § 121A.58 (Corporal Punishment)
 Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
 Minn. Stat. § 123B.25 (Actions Against Districts and Teachers)
 Minn. Stat. § 609.06 Subd. 1 (6)(7) (Authorized Use of Force)

Cross References: Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 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 422 (Policies
Incorporated by Reference)
Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)

Adopted: 1/1986
Reviewed: 12/9/2021
Revised: 1/13/20222018
Rescinds: JFE, JFF

Burnsville-Eagan-Savage School District Policy 528

**528 STUDENT PARENTAL, FAMILY, AND MARITAL STATUS
 NONDISCRIMINATION**

I. PURPOSE

Students are protected from discrimination on the basis of sex and marital status pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act. This includes discrimination on the basis of pregnancy. The purpose of this school district policy is to provide equal educational opportunity for all students and to prohibit discrimination on the grounds of sex, parental, family, or marital status.

II. GENERAL STATEMENT OF POLICY

- A. The school district provides equal educational opportunity for all students, and will not apply any rule concerning a student's actual or potential parental, family, or marital status which treats students differently on the basis of sex.
- B. The school district will not discriminate against any student, or exclude any student from its education program or activity, including any class or extracurricular activity, on the basis of such students' pregnancy, childbirth, false pregnancy, termination of pregnancy or recovery therefrom, unless the student requests voluntarily to participate in a separate portion of the program or activity.
- C. The school district may require such a student to obtain the certification of a physician that the student is physically and emotionally able to continue participation in the normal education program or activity so long as such a certification is required of all students for other physical or emotional conditions requiring the attention of a physician.
- D. The school district will ensure that any separate and voluntary instructional program is comparable to that offered to non-pregnant students.
- E. The school board has designated Hailey Busker, Human Resource Coordinator, 200 West Burnsville Parkway, Burnsville, MN, 55337, 952-707-2011, hbusker@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.
- F. 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.

- G. Any reports of unlawful discrimination under this policy will be handled, investigated, and acted upon in the manner specified in Policy 522 – Student Sex Nondiscrimination.
- H. Every school district employee shall be responsible for complying with this policy.

Legal References: 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 522 (Student Sex Nondiscrimination)

Adopted: 1/1986
Reviewed: 12/9/2021
Revised: 1/13/2022
Rescinds: JHFD

Burnsville-Eagan-Savage School District Policy 527

527 STUDENT USE AND PARKING OF MOTOR VEHICLES; PATROLS, INSPECTIONS, AND SEARCHES

I. PURPOSE

The purpose of this policy is to provide guidelines for use and parking of motor vehicles by students in school district locations, to maintain order and discipline in the schools, and to protect the health, safety, and welfare of students and school personnel.

II. GENERAL STATEMENT OF POLICY

The policy of this school district is to allow the limited use and parking of motor vehicles by students in school district locations. The position of the school district is that a fair and equitable district-wide student motor vehicle policy will contribute to the quality of the student's educational experience, will maintain order and discipline in the schools, and will protect the health, safety, and welfare of students and school personnel. This policy applies to all students in the school district.

III. DEFINITIONS

- A. "Contraband" means any unauthorized item possession of which is prohibited by school district policy and/or law. It includes, but is not limited to, weapons and "look-alikes," alcoholic beverages, controlled substances and "look-alikes," overdue books and other materials belonging to the school district, and stolen property.
- B. "Reasonable suspicion" means that a school official has grounds to believe that the search will result in evidence of a violation of school district policy, rules, and/or law. Reasonable suspicion may be based on a school official's personal observation, a report from a student, parent, or staff member, a student's suspicious behavior, a student's age and past history or record of conduct both in and out of the school context, or other reliable sources of information.
- C. "Reasonable scope" means that the scope and/or intrusiveness of the search is reasonably related to the objectives of the search. Factors to consider in determining what is reasonable include the seriousness of the suspected infraction, the reliability of the information, the necessity of acting without delay, the existence of exigent circumstances necessitating an immediate search and further investigation (e.g., to prevent violence, serious and immediate risk of harm, or destruction of evidence), and the age of the student.

- D. “School district location” means property that is owned, rented, leased, or borrowed by the school district for school purposes, as well as property immediately adjacent to such property that may be used for parking or gaining access to such property. A school district location also shall include 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.

IV. STUDENT PARKING OF MOTOR VEHICLES IN SCHOOL DISTRICT LOCATIONS

- A. Students are permitted to park in a school district location as a matter of privilege, not of right. Students driving a motor vehicle to a high school campus may park the motor vehicle in the parking lot designated for student parking only. Students will not park vehicles in driveways, on private property, or in parking lots designated for use only by staff or by the general public.
- B. When there are unauthorized vehicles parked on school district property, school officials may:
1. move the vehicle or require the driver or other person in charge of the vehicle to move it off school district property; or
 2. if unattended, provide for the removal of the vehicle, at the expense of the owner or operator.

V. PATROLS, INSPECTIONS, AND SEARCHES

School officials may conduct routine patrols of school district locations and routine inspections of the exteriors of the motor vehicles of students. In addition, the interiors of motor vehicles of students in school district locations may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law and/or school policy or rule.

A. Patrols and Inspections

School officials may conduct routine patrols of student parking lots and other school district locations and routine inspections of the exteriors of the motor vehicles of students. Such patrols and inspections may be conducted without notice, without student consent, and without a search warrant.

B. Search of Interior of Student Motor Vehicle

The interiors of motor vehicles of students in school district locations, including glove or trunk compartments, may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law and/or school policy or rule. The search will be reasonable in its scope and intrusiveness. Such

searches may be conducted without notice, without consent, and without a search warrant. A student will be subject to withdrawal of parking privileges and to discipline if the student refuses to open a locked motor vehicle under the student's control or its compartments upon the request of a school official.

C. Prohibition of Contraband and Interference with Patrols, Inspections, Searches, and/or Seizures

A violation of this policy occurs when students store or carry contraband in motor vehicles in a school district location or interfere with patrols, inspections, searches, and/or seizures as provided by this policy.

D. Seizure of Contraband

If a search yields contraband, school officials will seize the item and may turn it over to legal officials for ultimate disposition when appropriate.

E. Dissemination of Policy

A copy of this policy will be printed in the student handbook or disseminated in any other way which school officials deem appropriate.

VI. DIRECTIVES AND GUIDELINES

The superintendent is granted authority to develop reasonable directives and guidelines which address specific needs of the school district related to student use and parking of motor vehicles in school district locations, such as a permit system and parking regulations.

VII. PARKING FEE/PERMIT SYSTEM

If the school district institutes a permit system and intends to charge students a fee for parking permits or makes changes to parking fees, the procedures in Minn. Stat. 123B.38 must be followed before the fees are implemented. The parking fee permit must not exceed \$100 annually per student effective July 1, 2022.

VIII. VIOLATIONS

A student found to have violated this policy and/or the directives and guidelines implementing it shall be subject to withdrawal of parking privileges and/or to discipline in accordance with the school district's Student Discipline Policy, which may include suspension, exclusion, or expulsion. In addition, the student may be referred to legal officials when appropriate.

Legal References: U. S. Const., amend. IV
 Minn. Const., art. I, §10
 Minn. Stat. § 123B.02, Subds. 1 and 5 (General Powers of Independent

School Districts)

New Jersey v. T.L.O., 469 U.S. 325, 105 S.Ct. 733, 83 L.Ed.2d 720 (1985)

- Cross References:***
- Burnsville-Eagan-Savage School District Policy 417 (Chemical Use and Abuse)
 - Burnsville-Eagan-Savage School District Policy 418 (Drug-Free Workplace/Drug-Free School)
 - Burnsville-Eagan-Savage School District Policy 501 (School Weapons Policy)
 - 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 712 (Video Surveillance Other Than on Buses)

Adopted: 11/2003
Reviewed: 12/9/2021
Revised: 1/13/2022
Rescinds: BDDH

Burnsville-Eagan-Savage School District Policy 206

206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY CONSIDERATIONS

I. PURPOSE

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public discussion as well as to protect the due process and privacy rights of individuals under the law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school board is to encourage input and feedback by the public of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free discussion by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.
- C. The Board may hold public meetings where the public will not be invited to address the school board including regular business meetings, work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not necessarily be allotted time during the meeting to address the board.

III. DEFINITIONS

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of

employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; 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 public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used 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.

- C. Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

- D. "Educational data" means data maintained by the school district which relates to a student.
- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.
- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either

a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

- G. “Public Comment Participants” means individuals who meet one or more of the following categories will seek to address the school board during the public comment period:
1. District student
 2. Parent or guardian of a district student
 3. District resident
 4. District tax payer
 5. District staff person

IV. RIGHTS TO PRIVACY

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
 2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
 3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
 4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
 2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);

3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

V. THE PUBLIC’S OPPORTUNITY TO BE HEARD

- A. The school board will strive to give all members of the public of the school district an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).
- B. The school board provides three opportunities for public input:

1. Board Listening Sessions

The school board may schedule a listening session prior to a regularly scheduled school board meeting during which time the public may make comments directly to the designated school board members or superintendent that deal with any topic related to the board’s conduct of the schools. The school board, however, will not act at that day’s/evening’s regular meeting on any issue presented during the school board listening sessions if that issue was not previously published as an agenda item. A report summarizing the listening session will be given and distributed to board members via the consent agenda at a future meeting.

2. Public Hearings

Public hearings are required by law to be held concerning certain issues, including but not limited to, school closings (Minn. Stat. § 123B.51), truth in taxation (Minn. Stat. § 375.065) education district establishment (Minn. Stat. § 123A.15), and agreements for secondary education (Minn. Stat. § 123A.30). Additionally, other public hearings may be held by the school board on school district matters at the discretion of the school board.

3. Public Forums

The school board may schedule an open forum to create a venue in which the public can gather to become informed about a specific issue, ask questions, offer input, and/or engage in a public conversation.

VI. LISTENING SESSION PROTOCOL

- A. Agenda Items

1. Members of the public who wish to present on a subject discussed at a public school board listening session are encouraged to notify the

superintendent's office in advance of the listening session. Each speaker should provide his or her name, address, the name of group represented (if any), and the subject to be covered or the issue to be addressed.

2. At the start, or in advance (by notifying the district office at 952-707-2005), of the listening session, any person wishing to speak will complete and submit a card with their name, address, name of group representing, if any, and topic.
3. The facilitating board member will recognize one speaker at a time, and will rule out of order other speakers who are not recognized. Only those speakers who have completed a card in section VI.A.2. of this policy shall be recognized to speak by the facilitating board member. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
4. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
5. Matters proposed for presentation at a listening session which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
6. The facilitating board member shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
7. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
8. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.

B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.

2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)

Minn. Stat. § 13D.05 (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)
Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)
Minn. Stat. § 122A.44 (Contracting with Teachers)
Minn. Stat. § 123B.02, Subd. 14 (Employees; Contracts for Services)
Minn. Stat. § 123B.143, Subd. 2 (Disclose Past Buyouts or Contract is Void)

Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
Minn. Op. Atty. Gen. 852 (July 14, 2006)

Cross References: Burnsville-Eagan-Savage School District Policy 103 (Complaints-Students, Employees, Parents, Other Persons/
 Burnsville-Eagan-Savage School District Policy 205 (Open Meetings and Closed Meetings)
 Burnsville-Eagan-Savage School District Policy 207 (Public Hearings)
 Burnsville-Eagan-Savage School District Policy 406 (Public and Private Personnel Data)
 Burnsville-Eagan-Savage School District Policy 422 (Policies Incorporated by Reference)
 Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)
 MSBA Service Manual, Chapter 13, School Law Bulletin “C” (Minnesota’s Open Meeting Law)
 MSBA Service Manual, Chapter 13, School Law Bulletin “I” (School Records – Privacy – Access to Data)
 Board Listening Session Guidelines
 Registration Card



Future Ready. Community Strong.

**Agenda V.A.6.
January 13, 2022**

To: Board of Education

From: Dr. Theresa Battle, superintendent, and Imina Oftedahl, director of curriculum, instruction and assessment

Date: January 6, 2022

Re: Policies 105: *Equity, Access and Excellence in Education*,
520: *Student Surveys*,
521: *Student Disability Nondiscrimination*,
602.5: *School Cancellation*,
605: *Alternative Programs*,
609: *Religion*, and
624: *Online Learning*

Recommendation: Approve, on a first reading basis, non-substantive changes to Policies 105: *Equity, Access and Excellence in Education*, 520: *Student Surveys*, 521: *Student Disability Nondiscrimination*, 602.5: *School Cancellation*, 605: *Alternative Programs*, 609: *Religion*, and 624: *Online Learning*.

The policies were reviewed by the Policy Review Committee on December 20, 2021. Changes were suggested by administration, MSBA, and/or the Policy Review Committee, and/or

Adopted: 8/22/2019
 Reviewed: ~~8/27/2020~~1/13/2022
 Revised:

Burnsville-Eagan-Savage School District Policy 105

105 EQUITY, ACCESS AND EXCELLENCE IN EDUCATION

I. PURPOSE

The purpose of this policy is to ensure that educational equity, access and excellence is provided for each learner. Each of the school district's students deserves respectful learning environments in which the student's identity and background is valued and contributes to successful academic outcomes for all students.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to raise achievement levels by creating a school district system which ensures equity, access and excellence for each student.

III. DEFINITIONS

- A. "Equal" in education means of the same measure, quantity, amount or access.
- B. "Equity" in education means each student has access to what they need to be successful.

IV. ADMINISTRATIVE RESPONSIBILITIES

- A. School district administration will develop, support, model, and sustain a system that provides equal opportunity to all students and equitable access to supports each student needs to overcome barriers to success.
- B. School district administration will create multiple pathways to success in order to meet the needs of each learner and will actively encourage, support and expect high academic achievement for all.
- C. School district administration will monitor policies, programs and practices to ensure educational equity and access and work to eliminate racial, ethnic, socioeconomic gender identity and expression, and different-ability disparities in all district and school-level programs.
- D. School district administration will develop processes that uphold the district's commitment to equal opportunities and equitable access to supports.

V. CULTURAL ADORNMENTS

Students ~~are allowed to~~ may wear cultural adornments at graduation ceremonies that represent their culture, race, ethnicity, gender and/or sexual orientation. Adornments must be displayed respectfully, truly represent the identity of the wearer, and be consistent with other district policies and student handbook.

Cross References: Burnsville-Eagan-Savage School District Policy 102 (Equal Educational Opportunity)
 Burnsville-Eagan-Savage School District Policy 104 (School District Mission Statement)
 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 422 (Policies Incorporated by Reference)
 Burnsville-Eagan-Savage School District Policy 504 (Student Dress and Appearance)
 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 601 (School District Curriculum and Instruction Goals)

Adopted: 10/22/2015
 Reviewed: ~~4/26/2018~~1/13/2022
 Revised: 5/10/2018
 Rescinds:

Burnsville-Eagan-Savage School District Policy 520

520 STUDENT SURVEYS

I. PURPOSE

Occasionally the school district utilizes surveys to obtain student opinions and information about students. The purpose of this policy is to establish the parameters of information that may be sought in student surveys.

II. GENERAL STATEMENT OF POLICY

Student surveys may be conducted as determined necessary by the school district. Surveys, analyses and evaluations conducted as part of any program funded through the U.S. Department of Education must comply with 20 U.S.C. § 1232h.

III. DEFINITIONS

- A. “Parent” means a legal guardian or other person acting *in loco parentis* (in place of a parent), such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child.
- B. “Instructional material” means instructional content that is provided to a student, regardless of format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (i.e., materials accessible through the Internet). The term does not include academic tests or academic assessments.
- C. “Personal information” means individually identifiable information including a student or parent’s first and last name; a home or other physical address (including street name and the name of the city or town); a telephone number; or a Social Security identification number.
- D. “Invasive physical examination” means any medical examination that involves the exposure of private body parts, or act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or dental screening.

IV. STUDENT SURVEYS IN GENERAL

- A. Student surveys will be conducted anonymously and in an indiscernible fashion.

No mechanism will be used for identifying the participating student in any way. No attempt will be made in any way to identify a student survey participant. There will be no requirement that the student return the survey, and no record of the ~~student's returning~~student returning a survey will be maintained.

- B. The superintendent or designee may choose not to approve any survey that seeks probing personal and/or sensitive information that could result in identifying the survey participant, or is discriminatory in nature based on ~~age, race, color, sex, disability, religion, or national origin~~ race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, gender identity and expression, or age.
- C. Surveys containing questions pertaining to the student's or the student's parent(s) or guardian(s) personal beliefs or practices in sex, family life, morality and religion will not be administered to any student unless the parent or guardian of the student is notified in writing that such survey is to be administered and the parent or guardian of the student has the opportunity to opt out of the survey. Any and all documents containing the written permission of a parent for a student to opt out of a survey will be maintained by the school district in a file separate from the survey responses.
- D. Although the survey is conducted anonymously, potential exists for personally identifiable information to be provided in response thereto. To the extent that personally identifiable information of a student is contained in his or her responses to a survey, the school district will take appropriate steps to ensure the data is protected in accordance with Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act), 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act) and 34 C.F.R. Part 99.
- E. The school district must not impose an academic or other penalty on a student who opts out of participating in a student survey.

V. STUDENT SURVEYS CONDUCTED AS PART OF DEPARTMENT OF EDUCATION PROGRAM

- A. All instructional materials, including teacher's manuals, films, tapes, or other supplementary material which will be used in connection with any survey, analysis, or evaluation as part of any program funded in whole or in part by the U.S. Department of Education, shall be available for inspection by the parents or guardians of the students.
- B. No student shall be required, as part of any program funded in whole or in part by the U.S. Department of Education, without the prior consent of the student (if the student is an adult or emancipated minor), or in the case of an unemancipated minor, without the prior written consent of the parent, to submit to a survey that reveals information concerning:

1. political affiliations or beliefs of the student or the student's parent;
2. mental and psychological problems of the student or the student's family;
3. sex behavior or attitudes;
4. illegal, antisocial, self-incriminating, or demeaning behavior;
5. critical appraisals of other individuals with whom respondents have close family relationships;
6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
7. religious practices, affiliations, or beliefs of the student or the student's parent; or
8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

9. Gender identity and expression

C. A school district that receives funds under any program funded by the U.S. Department of Education shall develop local policies consistent with Sections IV.A. and IV.B., above, concerning student privacy, parental access to information, and administration of certain physical examinations to minors.

1. The following policies are to be adopted in consultation with parents:
 - a. The right of a parent to inspect, on request, a survey, including an evaluation, created by a third party before the survey is administered or distributed by a school to a student, including procedures for granting a parent's request for reasonable access to such survey within a reasonable period of time after the request is received.
 - b. Arrangements to protect student privacy in the event of the administration or distribution of a survey, including an evaluation, to a student which contains one or more of the items listed in Section IV.B., above, including the right of a parent of a student to inspect, on request, any such survey.
 - c. The right of a parent of a student to inspect, on request, any instructional material used as part of the educational curriculum for

the student and procedures for granting a request by a parent for such access within a reasonable period of time after the request is received.

- d. The administration of physical examinations or screenings that the school district may administer to a student. This provision does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. § 1400, *et seq.*).
- e. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing the information to others for that purpose), including arrangements to protect student privacy that are provided by the school district in the event of such collection, disclosure, or use.
 - (1) This provision does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as:
 - (a) college or other post-secondary education recruitment or military;
 - (b) book clubs, magazines, and programs providing access to low cost literary products;
 - (c) curriculum and instructional materials used by elementary and secondary schools;
 - (d) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students, or to generate other statistically useful data for the purpose of securing such tests and assessments and the subsequent analysis and public release of the aggregate data from such tests and assessments;
 - (e) the sale by students of products or services to raise funds for school-related or education-related activities; and
 - (f) student recognition programs.

- (2) The right of a parent to inspect, on request, any instrument used in the collection of information, as described in Section IV.C.1., Subparagraph e., above, before the instrument is administered or distributed to a student and procedures for granting a request by a parent for reasonable access to such an instrument within a reasonable period of time after the request is received.
2. The policies adopted under Section IV.C., Subparagraph 1., above, shall provide for reasonable notice of the adoption or continued use of such policies directly to parents of students enrolled in or served by the school district.
 - a. The notice will be provided at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in a policy.
 - b. The notice will provide parents with an opportunity to opt out of participation in the following activities:
 - (1) Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, or otherwise providing that information to others for that purpose.
 - (2) The administration of any third-party survey (non-Department of Education funded) containing one or more of the items contained in Section IV.B., above.
 - (3) Any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered by the school and scheduled by the school in advance, and not necessary to protect the immediate health and safety of the student or other students.
 - c. The notice will advise students of the specific or approximate dates during the school year when the activities in Section IV.C.2., Subparagraph b., above, are scheduled, or expected to be scheduled.
 - d. The notice provisions shall not be construed to preempt applicable provisions of state law that require parental notification and do not apply to any physical examination or screening that is permitted or required by applicable state law, including physical examinations

or screenings that are permitted without parental notification.

VI. NOTICE

- A. The school district must give parents and students notice of ~~their rights under~~ this policy at the beginning of each school year and after making substantive changes to this policy.
- B. The school district must inform parents at the beginning of the school year if the district or school has identified specific or approximate dates for administering surveys and give parents reasonable notice of planned surveys scheduled after the start of the school year. The school district must give parents direct, timely notice when their students are scheduled to participate in a student survey by United States mail, e-mail, or another direct form of communication.
- C. The school district must give parents the opportunity to review the survey and to opt their students out of participating in the survey.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Stat. § 121A.065 (District Surveys to Collect Student Information;
 Parent Notice and Opportunity for Opting Out)
 20 U.S.C. 1232g (Family Educational Rights and Privacy Act)
 20 U.S.C. 1232h (Protection of Pupil Rights)
 34 C.F.R. Part 99 (Family Educational Rights and Privacy Act
 Regulations)
Gonzaga University v. Doe, 536 U.S. 273, 122 S.Ct. 2268, 153 L.Ed. 2d
 309 (2002)
C.N. v. Ridgewood Bd. of Educ., 430 F.3d. 159 (3rd Cir. 2005)
Fields v. Palmdale School Dist., 427 F.3d. 1197 (9th Cir. 2005)

Cross References: [Burnsville-Eagan-Savage School District Policy 102 \(Equal Educational Opportunity\)](#)
 Burnsville-Eagan-Savage School District Policy 515 (Protection and
 Privacy of Pupil Records)
 Burnsville-Eagan-Savage School District Policy 521 (Student Disability
 Nondiscrimination)
 Burnsville-Eagan-Savage School District Policy 522 (Student Sex
 Nondiscrimination)

Adopted: 1996

Burnsville-Eagan-Savage School District Policy 521

Reviewed: 1/11/2018

Revised: ~~1/25/2018~~11/13/2022

Rescinds: ACC and JBC

521 STUDENT DISABILITY NONDISCRIMINATION

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

III. COORDINATOR

Persons who have questions or comments should contact ~~Stephanie White~~ Amy Piotrowski, Interim Director of Student Support Services~~Director of Individualized Student Services~~, 200 West Burnsville Parkway, Burnsville, MN 55337, 952-707-6261, ~~stwhite~~apiotrowski@isd191.org. This person is the school district's Section 504 coordinator. Persons who wish to make a complaint regarding a disability discrimination matter may contact the Interim Director of Student Support Services~~Director of Individualized Student Services~~.

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

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

Adopted: 11/1996
Reviewed: 8/23/20181/13/2022
Revised: 9/13/2018
Rescinds: EBCD

Burnsville-Eagan-Savage School District Policy 602.5

602.5 SCHOOL CANCELLATION

I. PURPOSE

The purpose of this policy is to provide for closing, delay, and early dismissal of school.

II. GENERAL STATEMENT OF POLICY

The superintendent or designee is responsible for determining when the safety of students, staff or patrons warrants closing school for the day or days, delaying the start of the school day, or dismissing school early. The closing, delay, or early dismissal may apply to all buildings and activities or may be specific to a particular building(s) or activity. The superintendent or designee shall establish rules and practices for school closing, delay, and early dismissal.

A. Delayed Starts

When the start of a school day is delayed due to an emergency, and unless directed otherwise, staff members are expected to report to work at their usual time or as soon as practical thereafter. Employees are not excused from any portion of their normal workday as the result of a late start unless expressly dismissed by the superintendent or designee. Leave provisions contained in respective employment agreements may be used as applicable and with appropriate notification on approval. All other school activities, including childcare, will be delayed or altered due to the delayed start of the school day.

B. Early Dismissals

Upon receiving notice that school will be dismissed early, the building principal or program director shall notify staff members of the impending dismissal. The type of emergency and student departure schedule will determine how long personnel shall remain in the building and the duties they will perform. In general, employees are expected to work if they are to be compensated for that day. If authorized by the applicable employment agreement, employees may utilize various leave provisions, if they wish to leave before the end of their normal workday. Most school activities, including childcare, are to be discontinued as soon as practical.

C. School Closing

Unless expressly dismissed with pay by the superintendent or designee, compensation for the day is governed by the respective employment agreement. Makeup days, if any, shall be scheduled by the school district and compensation paid according to applicable employment agreements.

In general, employees providing direct service to students will work on alternate days to be determined by the school district. Other employees are expected to work if they are to be compensated for the day. Leave provisions contained in respective employment agreements may be used as applicable and with appropriate notification and approval.

III. GENERAL INFORMATION ON DISMISSALS AND CLOSINGS

In general, when schools are dismissed early or closed for the day, all other activities and programs in district buildings or involving Independent School District 191 students are canceled, including community education programs. Exceptions are permitted when conditions change or if the event is scheduled to occur at another location not affected by the emergency. Exceptions may be granted by the superintendent or designee. Delayed starts, early dismissals, and school closings will be communicated through all district communication channels both to the broad community and directly to the parents and guardians.

If the emergency is of sufficient duration, the school calendar may be extended to maintain the number of instructional days. No additional compensation shall be provided for this extended time unless the respective employment contracts dictate otherwise.

Legal References:

Cross References: [Burnsville-Eagan-Savage School District Policy 602 \(Organization of School Calendar and School Day\)](#)

Adopted: 12/17/2015
 Reviewed: 8/23/20181/13/2022
 Revised:
 Rescinds:

Burnsville-Eagan-Savage School District Policy 605

605 ALTERNATIVE PROGRAMS

I. PURPOSE

The purpose of this policy is to recognize the need for alternative education programs for some school district students.

II. GENERAL STATEMENT OF POLICY

The school board recognizes the importance of alternative program options for some students. Circumstances may be such that some students are put at risk of being able to continue or to complete their education programs. It is the policy of the school board that options shall be made available for some students to select educational alternatives that will enhance their opportunity to complete their education programs, recognizing that some students may become successful learners if given an opportunity to learn in a different environment and through a different learning style.

III. RESPONSIBILITY

- A. It shall be the responsibility of the superintendent or designee to identify alternative program opportunities to be made available to students who may be at risk, to recommend such alternative programs to the school board for approval, and to familiarize students and parents with the availability of such alternative programs. The superintendent shall, through cooperative efforts with other schools, agencies, and organizations, periodically recommend additional or modified alternative educational programs to the school board.
- B. The superintendent or designee shall have discretionary authority to develop guidelines and directives to implement school board policy relating to alternative programs.

Legal References: Minn. Stat. § 120A.22, Subd. 8 (Compulsory Instruction)
 Minn. Stat. § 121A.41, Subd. 11 (Definitions – Alternative Educational Services)
 Minn. Stat. § 121A.45, Subd. 1 (Grounds for Dismissal)
 Minn. Stat. § 123A.06 (State-Approved Alternative Programs and Services)
 Minn. Stat. § 124D.66 (Assurance of Mastery Programs)
 Minn. Stat. § 124D.68 (Graduation Incentives Programs)
 Minn. Stat. § 124D.74 (American Indian Language and Cultural

Educational Programs)

Minn. Stat. § 125A.50 (Alternative Delivery of Specialized Instructional Services)

Cross References: [Burnsville-Eagan-Savage School District Policy 102 \(Equal Educational Opportunity\)](#)
Burnsville-Eagan-Savage School District Policy 603 (Curriculum Development)
Burnsville-Eagan-Savage School District Policy 604 (Instructional Curriculum)

Adopted: 3/10/2016
 Reviewed: ~~8/23/2018~~1/13/2022
 Revised: 9/13/2018
 Rescinds

Burnsville-Eagan-Savage School District Policy 609

609 RELIGION

I. PURPOSE

The purpose of this policy is to identify the status of religion as it pertains to the programs of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall neither promote nor disparage any religious belief or nonbelief. Instead, the school district encourages all students and employees to have appreciation for and tolerance of each other's views.
- B. The school district also recognizes that religion has had and is having a significant role in the social, cultural, political, and historical development of civilization.
- C. The school district recognizes that one of its educational objectives is to increase its students' knowledge and appreciation of music, art, drama, and literature which may have had a religious basis or origin as well as a secular importance.
- D. Religious music, art, drama, and literature may be included in the curriculum and in school activities provided it is intrinsic to the learning experience and is presented without a religious purpose.
- E. The historical and contemporary values and the origin of various religions, holidays, customs, and beliefs may be presented in a nonreligious manner as part of the school district's curriculum.

III. RESPONSIBILITY

- A. The superintendent or designee shall be responsible for ensuring that the study of religious materials, customs, beliefs, and holidays in the school district is in keeping with the following guidelines:
 - 1. The proposed activity must have a secular purpose.
 - 2. The primary objective of the activity must be one that neither advances nor inhibits religion.
 - 3. The activity must not foster excessive governmental relationships with religion.

4. The school district will make efforts to reasonably accommodate any student who wishes to be excused from curricular activity for the purpose of a religious practice or observance of religious holidays. As with other absences, students are expected to make-up any classwork or curricular requirements missed due to the student's absence.

Legal References: U. S. Const., amend. I
Minn. Stat. § 120A.22, Subd. 12(3) (Compulsory Instruction)
Minn. Stat. § 120A.35 (Absence From School for Religious Observance)
Minn. Stat. § 121A.10 (Moment of Silence)
Good News Club v. Milford Central School, 533 U.S. 98, 121 S.Ct. 2093, 150 L.Ed.2d 151 (2001)
Santa Fe Indep. Sch. Dist. v. Doe, 530 U.S. 290, 120 S.Ct. 2266 (2000)
Tangipahoa Parish Bd. of Educ. v. Freiler, 530 U.S. 1251, 120 S.Ct. 2706 (2000)
Lemon v. Kurtzman, 403 U.S.602, 91 S.Ct. 2105, 29 L.Ed.2d 745 (1971)
Child Evangelism Fellowship v. Minneapolis Special Sch. Dist. No. 1, 690 F.3d 996 (8th Cir. 2012)
Wigg v. Sioux Falls Sch. Dist., 382 F.3d 807 (8th Cir. 2004)
Doe v. School Dist. of City of Norfolk, 340 F.3d 605 (8th Cir. 2003)
Stark v. Independent Sch. Dist. No. 640, 123 F.3d 1068 (8th Cir. 1997)
Florey v. Sioux Falls Sch. Dist. 49-5, 619 F.2d 1311 (8th Cir. 1980)
Roark v. South Iron R-1 Sch. Dist., 573 F.3d 556 (8th Cir. 2009)
Child Evangelism Fellowship v. Elk River Area Sch. Dist. No. 728, 599 F.Supp.2d 1136 (D. Minn. 2009)
LeVake v. Independent Sch. Dist. No. 656, 625 N.W.2d 502 (Minn. App. 2001)
Minn. Op. Atty. Gen. 169-J (Feb. 14, 1968)
Minn. Op. Atty. Gen. 169-K (Oct. 21, 1949)
Minn. Op. Atty. Gen. 63 (1940)
Minn. Op. Atty. Gen. 120 (1924)
Minn. Op. Atty. Gen. 121 (1924)

Cross References: [Burnsville-Eagan-Savage School District Policy 102 \(Equal Educational Opportunity\)](#)
[Burnsville-Eagan-Savage School District Policy 801 \(Equal Access to School Facilities\)](#)

Adopted: 1/28/2016
 Reviewed: ~~3/14/2019~~1/13/2022
 Revised: 5/9/2019
 Rescinds:

Burnsville-Eagan-Savage School District Policy 624

624 ONLINE LEARNING OPTIONS

I. PURPOSE

The purpose of this policy is to recognize and govern online learning options of students enrolled in Independent School District 191 for purposes of compulsory attendance and address enrollment of students with an online learning provider for supplemental or full-time online learning.

II. GENERAL STATEMENT OF POLICY

- A. On-line learning should be held to the same standards as traditional learning.
- B. Supervision of students' on-line coursework is the responsibility of the on-line provider.
- C. The school district shall not prohibit an enrolled student from applying to enroll in online learning.
- D. The school district shall grant academic credit for completing the requirements of an online learning course or program.
- E. The school district shall allow an online learning student to have the same access to the computer hardware and education software available in the school district as all other students in the school district.
- F. The school district shall continue to provide non-academic services to online learning students.
- G. Online learning students may participate in the extracurricular activities of the school district in accordance with other district policies.

III. DEFINITIONS

- A. "Blended learning" is a form of digital learning that occurs when a student learns part time in a supervised physical setting and part time through digital delivery of instruction, or a student learns in a supervised physical setting where technology is used as a primary method to deliver instruction.
- B. "Digital learning" is learning facilitated by technology that offers students an element of control over the time, place, path, or pace of their learning and

includes blended and online learning.

- C. “Enrolling district” means the school district or charter school in which a student is enrolled under Minn. Stat. § 120A.22, Subd. 4, for purposes of compulsory education.
- D. “Full-time online learning provider” means an enrolling school authorized by the Minnesota Department of Education (MDE) to deliver comprehensive public education at any or all of the elementary, middle, or high school levels.
- E. “Online learning course syllabus” is a written document that an online learning provider transmits to the enrolling school district using a format prescribed by the Commissioner of MDE (Commissioner) to identify the state academic standards embedded in an online learning course, the course content outline, required course assessments, expectations for actual teacher contact time, and other student-to-teacher communications, and the academic support available to the online learning student.
- F. “Online learning” is a form of digital learning delivered by an approved online learning provider under Paragraph III.H.
- G. “Online learning student” is a student enrolled in an online learning course or program delivered by an authorized online learning provider.
- H. “Online learning provider” is a school district, an intermediate school district, or an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that provides online learning to students and is approved by MDE to provide online learning courses.
- I. “Student” is a Minnesota resident enrolled in a public school, a nonpublic school, church or religious organization, or home school in which a child is provided instruction in compliance with Minn. Stat. §§ 120A.22 and 120A.24.
- J. “Supplemental online learning” means an online learning course taken in place of a course period at a local district school.

IV. PROCEDURES

- A. Dissemination and Receipt of Information
 1. The school district shall make available information about online learning to all interested people. The school district may utilize the list of approved online learning providers and online learning courses and programs developed, published, and maintained by MDE.
 2. The school district will receive and maintain information provided to it by online learning providers.

3. The online learning provider must report or make available information on an individual student's progress and accumulated credit to the student, the student's parent, and the enrolling district in a manner specified by the Commissioner unless the enrolling district and the online learning provider agree to a different form of notice and notify the Commissioner.
4. The enrolling district must designate a contact person to help facilitate and monitor the student's academic progress and accumulated credits toward graduation.

B. Student Enrollment

1. A student may apply for full-time enrollment in an approved online learning program. The student must have the written consent of a parent or guardian to do so if the student is under eighteen (18) years of age.
2. The student and the student's parents must submit an application to the online learning provider and identify the student's reason for enrolling. An online learning provider that accepts a student under this section must notify the student and the enrolling district in writing within ten days if the enrolling district is not the online learning provider. The student and the student's parent must notify the online learning provider of the student's intent to enroll in online learning within ten days of being accepted, at which time the student and the student's parent must sign a statement indicating that they have reviewed the online course or program and understand the expectations of enrolling in online learning. The online learning provider must use a form provided by MDE to notify the enrolling district of the student's application to enroll in online learning.
3. The supplemental online learning notice to the enrolling district when a student applies to the online learning provider will include the courses or program, credits to be awarded, and the start date of the online learning course or program. An online learning provider must make available the supplemental online learning course syllabus to the enrolling district. Within 15 days after the online learning provider makes information in this paragraph available to the enrolling district, the enrolling district must notify the online learning provider whether the student, the student's parent, and the enrolling district agree or disagree that the course meets the enrolling district's graduation requirements. A student may enroll in a supplemental online learning course up to the midpoint of the school district's term. The school district may waive this requirement for special circumstances with the agreement of the online learning provider.
4. An online learning course or program that meets or exceeds a graduation standard or the grade progression requirement of the enrolling district as described in the provider's online learning course syllabus meets the corresponding graduation requirements applicable to the student in the enrolling district. If the enrolling district does not agree that the course or

program meets its graduation requirements, then the enrolling district must make available an explanation of its decision to the student, the student's parent, and the online learning provider; and the online learning provider may make available a response to the enrolling district, showing how the course or program meets the graduation requirements of the enrolling district.

5. An online learning student may enroll in supplemental online learning courses equal to a maximum of 50 percent of the student's full schedule of courses per term during a single school year, and the student may exceed the supplemental online learning registration limit if the enrolling district permits for supplemental online learning enrollment above the limit or if the enrolling district and the online learning provider agree to the instructional services. To enroll in more than 50 percent of the student's full schedule or courses per term in online learning, the student must qualify to exceed the supplemental online learning registration limit or apply to enroll in an approved full-time online learning program consistent with Paragraph IV.B.2. above. Full-time online learning students may enroll in classes at a local school under a contract for instructional services between the online learning provider and the school district.
6. An online learning student may complete course work at a grade level that is different from the student's current grade level.
7. An online learning student may enroll in additional courses with the online learning provider under a separate agreement that includes terms for paying any tuition or course fees.

C. Classroom Membership and Teacher Contact Time

1. The enrolling district may reduce an online learning student's regular classroom instructional membership in proportion to the student's membership in online learning courses.
2. The school district may reduce the course schedule of an online learning student in proportion to the number of online learning courses the student takes from an online learning provider other than the school district.
3. A teacher with a Minnesota license must assemble and deliver instruction to enrolled students receiving online learning from an enrolling district. The delivery of instruction occurs when the student interacts with the computer or the teacher and receives ongoing assistance and assessment of learning. The instruction may include curriculum developed by persons other than a teacher holding a Minnesota license.
4. The online learning provider, other than a digital learning provider offering digital learning to its enrolled students only under Minn. Stat. § 124D.095, Subd. 4(d), must give the Commissioner written assurance that

all courses meet state academic standards and the online learning curriculum, instruction, and assessment expectations for actual teacher contact time or other student-teacher communications and academic support meet nationally recognized standards and are described as such in an online learning course syllabus that meets the Commissioner's requirements.

D. Academic Credit; Graduation Standards or Requirements

1. The school district shall apply the same graduation requirements to all students, including online learning students.
2. The school district shall use the same criteria for accepting online learning credits or courses as it does for accepting credits or courses for nonresident transfer students under Minnesota law.
3. The school district may challenge the validity of a course offered by an online learning provider. Such a challenge will be filed with MDE.
4. The school district shall count secondary credits granted to an online learning student toward its graduation and credit requirements.
5. If a student completes an online learning course or program that meets or exceeds a graduation standard or grade progression requirement at the school district, that standard or requirement will be met.

Legal References: Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 123B.42, Subd. 1a (Curriculum; Electronic Components)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.09 (Post-Secondary Enrollment Options Act)
Minn. Stat. § 124D.095 (Online Learning Option Act)

Cross References: Burnsville-Eagan-Savage School District Policy 509 (Enrollment of Nonresident Students)
Burnsville-Eagan-Savage School District Policy 605 (Alternative Programs)
Burnsville-Eagan-Savage School District Policy 608 (Instructional Services – Special Education)
Burnsville-Eagan-Savage School District Policy 613 (Graduation Requirements)
Burnsville-Eagan-Savage School District Policy 620 (Credit for Learning)

January 13, 2022 Board Meeting

Board Members' Questions and Staff Responses regarding BoardBook materials

(Casual Wage Scale)

Board Member Question	Staff Response
<p>I was curious to see that we are able to put in writing "Mentor Teacher of Color." Wondering how this is legally possible, given all prior discussions around sensitivity to calling out protected classes in employment documents.</p> <p>Might this be related to the nature of the grant that funds the positions?</p> <p>Do we believe that things at State and Feds might be shifting adequately to be able to explicitly recruit/retain BIPOC staff?</p>	<p>It is a major part of the grant. The second attracting and hiring BIPOC staff is not the difficult issue. It's the termination based on race that becomes the issue. Most legislation is about attracting and retaining BIPOC staff. The retention is used in the terms of providing support and mentoring. It is not connected to forced reductions of staff. Bills as you describe are not proposed yet.</p>

(917 Lease Extension)

Board Member Question	Staff Response
<p>Please share a copy of the current lease agreement with 917.</p>	<p>Current Lease with 917</p>

(Bargaining Unit Agreements)

Board Member Question	Staff Response
<p>1. Performance reviews are stipulated inconsistently among the BUs. Why is this? What is the district's approach during negotiations around accountability and consistency with performance reviews districtwide?</p> <p>2. Holidays - some of these master agreements include Christmas Eve/Day</p>	<p>1 Only teachers and principals have evaluations outlined in state statute. If we don't reach an agreement with these units then we have to default to the statute language for the model to use. Evaluations are a management tool and if at all possible would not be put into a collective bargaining agreement. This would not be an area to give away managerial rights. Some units have negotiated that a review does occur</p>

and New Years Eve/Day, others do not. Floating holidays are inconsistent as well. Again, seeking clarification on the district's approach to consistency and equity in this vein when it comes to negotiations.

3. Reviewing several of the employment policies and master agreements (both for this week and those that have already been approved), please help me understand the district's coordinated approach when it comes to TSA matching and which groups have a max district match and those who do not. For example, the Principal's association and Districtwide Admin do not, but many others (food service, BAEA, and confidential) do. This is again, an equity piece.

either within the probationary period or at least on a seemingly regular basis as a protection. Also, from an HR lens, over time there may be a study identifying the pros or cons of annual reviews. What is known is consistent, that ongoing feedback is the most useful form of development of employees. This coupled with appropriate support and responsibilities have proven to be a good way to engage employees and see success. The annual evaluation is often seen as perfunctory by both supervisors and employees and does little to grow employees. On the flip side, this does not take away also the need to address concerns about behaviors or performance. We also know that underperformance can negatively impact an organization. The debate is whether the annual review sufficiently does this either. Finally, like policies this can cut both ways. If a personnel file is full of satisfactory or better performance reviews and then suddenly an employer feels that the standards are not being met, then the employee has a much stronger case that the actions are likely retaliatory, discriminatory, or personal bias of the new supervisor. This becomes a much harder case to argue before an arbitrator as to why the change when there is a track record of good performance.

2. Negotiations are about the interest of both parties. Where we have been able to reach a common goal we have introduced changes. Some of these are specifically tailored to existing language within a unit. So we have explored conversion to create more floating holidays, so that employees have choice as to where to use the holiday. This provides flexibility in some cases for folks to observe different religious events or significant dates in history. Collective agreements reflect the desires of the majority and sometimes the majority within

	<p>a unit is more interested in other language or monetary incentives.</p> <p>3. Very similar response to question #2. We try to move language into place, but if the other party is not interested then the decision has to be made whether it is a strong enough issue to hold up the process. Some units have looked at it and are concerned that if they put a cap on it, then they may not be able to negotiate a higher match. Others have discovered that the match limit is also negotiable and have negotiated to increase it. Each unit has its own makeup and desired outcomes and we try to navigate where we can come to agreements and what to bring back later. Also, another side benefit of putting a limit out there is to help employees see the potential value in what savings in a 403(b) could return. We have not had anyone come close to reaching the max limits in place.</p>
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Future Ready. Community Strong.

**Agenda V.B.1.
January 13, 2022**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Lisa Rider, executive director of business services

Date: January 6, 2022

Re: Approve Two Year Extension of Cedar School Lease with Intermediate 917

Recommendation: that the Board of Education approve the two year extension of the revised lease for a portion of our Cedar School with Intermediate 917.

The current lease with Intermediate 917 for space at our Cedar School was revised to address modifications requested by Intermediate 917 when the SUN program was moved to the Cedar School. The revision was board approved on April 18, 2013.

At this time, the request is to approve an extension of the revised lease for two additional years with the expectation of the continued same 21,629 square foot of space rented through June 30, 2024 unless terminated earlier, as set forth in the revised lease agreement.

Amendment

Extension of Lease Term

This amendment, between Independent School District 191 (“Landlord”) and Intermediate School District 917 a Minnesota School District (“Tenant”) is for the purpose of extending the term of their lease agreement.

Recitals

- A. Landlord and Tenant entered into this lease agreement September 1, 2021.
- B. The term of the lease agreement expires on June 30, 2022.
- C. Landlord and Tenant wish to modify the lease agreement to extend the term of the lease agreement, as set forth below.

Lease Agreement

Landlord and Tenant therefore agree as follows:

- 1. **Extension of Term:** The term of the lease agreement is extended until June 30, 2024, unless terminated earlier, as set forth in the lease agreement.
- 2. **Base Rent:** Base rent shall be paid monthly at an annual rate as follows:
 7/1/22 thru 6/30/23: \$12.00/sq. ft or \$21,629 monthly or \$259,548 annually
 7/1/23 thru 6/30/24: \$12.20/sq. ft or \$21,989.48 or \$263,873.76 annually
- 3. **Operating Costs and Common Area Maintenance:** Operating costs shall be paid monthly at an annual rate as follows:
 7/1/22 thru 6/30/23: \$3.25/sq. ft or \$5857.85 monthly or \$70,294.20 annually
 7/1/23 thru 6/30/24: \$3.30/sq. ft or \$5,947.98 or \$71,375.76 annually

IND. SCHOOL DISTRICT 191

INT. SCHOOL DISTRICT 917

By _____

By _____

Its _____

Its _____

Date _____

Date _____



**Agenda V.B.2.
January 13, 2022**

To: Board of Education

From: Dr. Theresa Battle, superintendent

Date: January 6, 2022

Re: Joint Powers Agreement Between Dakota County and ISD 191 for Interagency Early Intervention Services

Recommendation: that the Board of Education authorizes Superintendent Battle to sign the Joint Powers Agreement between Dakota County and ISD 191 for Interagency Early Intervention Services.

**JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND
INDEPENDENT SCHOOL DISTRICT 191
FOR INTERAGENCY EARLY INTERVENTION SERVICES**

This Joint Powers Agreement ("Agreement") is between the County of Dakota, by and through the Community Services Division, ("County") and Independent School District No. 191, 200 West Burnsville Parkway, Burnsville, MN 55337 ("School District"). This Agreement uses the word "parties" for both County and School District.

WHEREAS, the County and School District are governmental units as that term is defined in Minn. Stat. § 471.59; and

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the School District desires to retain and compensate a qualified party to provide Interagency Early Intervention Services as more fully described herein; and

WHEREAS, the County desires and is qualified to provide Interagency Early Intervention Services as more fully described herein; and

WHEREAS, the County understands and agrees that:

1. The County is not an agent, servant, or employee of the School District and shall not make any such representations nor hold itself out as such; and
2. The County shall have no authority to bind the School District for the performance of any services or to otherwise obligate the School District, authority being specifically limited to the duties assigned under this Agreement; and
3. The County employees performing under this Agreement shall not accrue any continuing contract rights for the services performed pursuant to this Agreement, including but not limited to those afforded by Minn. Stat. § 122A.40, and the County specifically waives any and all rights thereto; and

WHEREAS, this Agreement is recommended by the Dakota County Special Education Directors Advisory Committee on behalf of the following local school districts in Dakota County: Special School District No. 6, and Independent School Districts Nos. 191, 192, 194, 195, 196, 197, 199 and 200; and

WHEREAS, the Dakota County Board of Commissioners by Resolution No. 21-534 authorized the County to enter into an agreement with the School District for the provision of Interagency Early Intervention Services by the County to the School District; and

WHEREAS, the School District is willing to retain the County to provide Interagency Early Intervention Services.

ACCORDINGLY, the parties agree:

Article 1
PURPOSE

The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the School District for the provision of Interagency Early Intervention Services by the County to the School District, as more fully described herein and in the attached Exhibit 1.

Article 2
TERM

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This Agreement is effective on the date that the last party executes this Agreement (“Effective Date”) through June 30, 2022, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement (“Expiration Date”).

Article 3
COOPERATION

The County and the School District agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

Article 4
PROVISION OF SERVICES

The County agrees to provide the services referenced below and in Exhibit 1 to the School Districts. All services are available to all districts, but individual districts will access varying levels of each service, dependent upon individual student and district need.

- 4.1. Service Coordination. Maternal Child Health Nurse service coordination will be provided to any child age birth to three (3) years old enrolled in an Early Childhood Special Education program. Maternal Child Health Nurses will provide consultation to school teams and home visiting as well as service coordination with particular emphasis on medically intensive children with multiple needs. A Maternal Child Health Nurse will assist families whose children are receiving early intervention services with resource and referral information. They will assist families in linking to community-based services to meet the needs of their child. They will serve as a liaison between the child’s physician, medical specialist, private providers and the birth-to-three team. Maternal Child Health Nurses will attend their clients Individual Family Support Plan team meeting. Dakota County Public Health will provide the Dakota County IEIC a listing of assigned nurses to each school district Birth to Three Team.
- 4.2. Interagency Coordination and Service Coordination Consultation. Interagency coordination will be provided for the Dakota County Interagency Early Intervention Committee. The Interagency Coordinator will provide project coordination for the Child Protection Early Childhood Screening program as it relates to the Keeping Children Safe Act. The Coordinator will work with the Dakota County IEIC on the referral process to school district Early Intervention and Early Childhood Special Education Teams. The Interagency Coordinator will serve as a liaison and representative to the Region 11 Interagency Early Intervention Committee and the local school districts. The Coordinator will develop and promote the goals for interagency early intervention services established by the Region 11 Interagency Early Intervention Committee, the local early intervention committee, and local school districts. This work is capped at a total of 455 hours for all interagency partners during the period of the Agreement.
- 4.3. Services Where No Funding Exists. Review of requests for Part C Services Where No Funding Exists grants will be managed for the school districts. Requests for funding received from designated Early Intervention Service Coordinators will be evaluated by the Interagency Coordinator to determine if Part C statutory requirements are met, and whether other services options exist. For those requests meeting criteria and budget, the Coordinator will issue the grants to the families and track use of the funds through assistance from school Service Coordinators to secure family expenditure reports and documentation.

Article 5
REPORTING

- 5.1 Dakota County’s Public Health Department will report the following to the Interagency Coordinator by March 1, 2022;
 - A. Child count for Calendar Year 2021;
 - B. Number of staff attendance for B-3 team meetings for the period of July 1, 2021 – June 30, 2022;
 - C. Number of staff attendance for IFSP/IEP meetings for the period of July 1, 2021 – June 30, 2022;

D. Any changes in services such as virtual or in-home meetings should be reported at the quarterly IEIC meeting. 115

5.2 The Interagency Coordinator will create the Dakota County Help Me Grow Annual Report by August 1, 2022, and provide a copy to the School District Special Education Directors. This report will specify:

- A. Activities of the Interagency Coordinator for the period of this Agreement;
- B. Number of home visits conducted by Maternal and Child Health Nurses for service coordination in 2021;
- C. Total child count receiving Maternal and Child Health Nurse service coordination in on December 1, 2021;
- D. Number of Part C and Family Support mini-grants issued to families, reported by school district, disability, and purpose of the funds, and
- E. The Part C and Part B child count for December 1, 2021.
- F. Number of children screened in the Dakota County Childhood Protection Screening Project per calendar year. The report will detail how many were referred to HMG and the outcome of those referrals.

5.3 The Interagency Coordinator will provide the School District Special Education Director with an annual report of Region 11 Interagency Early Intervention Committee activities and their compliance with Minn. Stat. § 125A.30 and PL 99-457.

Article 6
COMPENSATION

6.1 Total Compensation. The School District shall pay the County an amount not to exceed \$12,372.90 (“Agreement Maximum”) for the services described herein. In the event this Agreement is terminated by the parties prior to completion of the services, payment shall be made by the School District to the County on a prorated basis for the services furnished prior to termination of the Agreement.

6.2 Invoices. The County shall, within fifteen (15) working days following June 30, 2021 submit an invoice and request for payment on an invoice form acceptable to the School District, which provides an itemization of the services provided and the dates of the performance period covered by the invoice. The School District shall notify the County in writing within fifteen (15) working days of receipt of an invoice of any particular item that is disputed or alleged to be incorrect. The payment of any such disputed amount shall be withheld until such time as the disputed amount is resolved or the incorrect amount is corrected.

Article 7
PROPERTY

Upon termination of this Agreement, any property or surplus funds acquired as a result of the School District’s compensation to the County shall be returned to the School District after the purpose of this Agreement has been completed.

Article 8
LIABLE FOR OWN ACTS

Each party to this Agreement shall be liable for the acts of their own officers, agents, volunteers, or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, agents, volunteers, or employees.

It is understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the parties’ acts or omissions. Each party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

The provisions of Article 8 shall survive the expiration or termination of this Agreement.

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Article 9
INDEPENDENT CONTRACTOR

The County is and shall remain an independent contractor with respect to any and all work performed under this Agreement. The County on behalf of its employees and agents shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

The County acknowledges and agrees that the County on behalf of its employees and agents is not entitled to receive any of the benefits received by School District employees and is not eligible for workers' or unemployment compensation benefits under the School District. The County also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the County and that it is the County's sole obligation to comply with the applicable provisions of all federal and state tax laws.

Article 10
DATA PRACTICES AND PRIVACY

- 10.1 Minnesota Government Data Practices Act (MGDPA). The parties agree that any information and data received from the other party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted. The County and the School District agree to provide to each other data which is reasonably necessary to fulfill the purpose of this Agreement, provided such sharing of data is done in accordance with the Minnesota Government Data Practices Act and other state and federal law regulating the dissemination of data. If a party receives a request to release data referred to in this Clause that was received by the party receiving the request from another party, the party receiving the request to release the data must immediately notify the party from whom the data originated. The originating party will give the party receiving the request to release the data instructions concerning the release of the data to the data requester before the data is released.
- 10.2 Health Insurance Portability and Accountability Act (HIPAA). The parties agree to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), including the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA security requirements, and any other HIPAA laws, standards and requirements now in effect or hereinafter adopted where applicable to the parties and to the duties under this Agreement, as determined by the County. Nothing in this Agreement will create obligations under HIPAA for the County or School District unless mandated by HIPAA.

Article 11
TERMINATION

- 11.1 With or Without Cause. This Agreement may be terminated with or without cause, by either party upon thirty (30) calendar days' written notice of intent to terminate..
- 11.2 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall be terminated immediately by either party in the event sufficient funds from the County, State, or Federal sources are not appropriated at a level sufficient to allow payment of the amounts due for the performance of this Agreement, and the non-appropriation of funds did not result from the any act of bad faith on the part of the terminating party.

Article 12
GENERAL

- 12.1 Notices. The School District or County may, by giving written notice to the other party, designate any address or addresses to which notices or other communications to them shall be sent when required by or related to this Agreement. Until otherwise provided by the respective parties, all notices or communications shall be addressed as follows:

To the School District:

Dr. Theresa Battle, Superintendent of Schools
 Independent School District 191
 200 West Burnsville Parkway
 Burnsville, MN 55337
 Phone: 952/707-2005
 Email: superintendent191@isd191.org

To the County:

Marti Fischbach, Director
 Dakota County Community Services
 1 Mendota Road W., Suite 500
 West St. Paul, MN 55118-4773
 Phone: 651/554-5742
 Email: Marti.Fischbach@co.dakota.mn.us

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- 12.2 Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties' authorized representatives as named in Article 12.1.
- 12.3 Severability. All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained in the Agreement and that such holding shall not invalidate or render unenforceable any other provision.
- 12.4 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within the County of Dakota, State of Minnesota or U.S. District Court, District of Minnesota.
- 12.5 Captions and Headings. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.
- 12.6 Recitals. The recitals set forth in the whereas clauses above are incorporated by reference as if fully set forth herein.
- 12.7 State Audits. Under Minn. Stat. § 16C.05, subd. 5, each party's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the Expiration Date of this Agreement.
- 12.8 Contract Interpretation and Construction. The parties acknowledge that they have had a reasonable opportunity to consult with their attorneys prior to execution of this Agreement and have done so. This Agreement was fully reviewed and negotiated by the parties. Accordingly, the parties agree the "against the offeror" principle of contract interpretation and construction will not be applied to this Agreement. Any ambiguity, inconsistency, or question of interpretation or construction in this Agreement will not be resolved strictly against the party that drafted the Agreement. It is the intent of the parties that every provision in this Agreement shall be construed and construed so as to give its natural and ordinary meaning effect, regardless of any rule or law to the contrary.
- 12.9 Entire Agreement. Exhibit 1 is attached and incorporated into this Agreement. By signing this Agreement, the School District acknowledges receipt of Exhibit 1. If there is a conflict between any part of Exhibit 1 and the body of this Agreement, the body of this Agreement will prevail. To the extent reasonably possible, Exhibit 1 will be construed and constructed to supplement, rather than conflict with, this Agreement, unless such construing or construction results in ambiguity. This Agreement is the entire agreement for the provision of the Interagency Early Intervention Services between the School District and the County and it supersedes all prior written or oral agreements on this program. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Article 13ELECTRONIC SIGNATURES

Each party agrees the electronic signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

IN WITNESS WHEREOF, this Agreement was entered into on the date(s) set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and

state that this Agreement has been read by them and that the undersigned understand and fully agree to every provision, and hereby acknowledge receipt of a copy. 118

Approved as to form:

/s/ G Paul Beaumaster 11/29/2021
Assistant County Attorney/Date
KS-21-451.002

Approved by Dakota County Board
Resolution No. 21-534.

COUNTY OF DAKOTA

By: _____
Marti Fischbach
Community Services Director
Date of Signature: _____

INDEPENDENT SCHOOL DISTRICT 191

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the School District.)

By: _____
Theresa Battle

(please print name)
Title: Superintendent
Date of Signature _____

Exhibit 1**Contract Deliverables Interagency Coordination**

1. Facilitate meetings of the Dakota County Interagency Early Intervention Committee (IEIC).
 - Provide e-mail or written notification of meetings and agendas to IEIC members.
 - Facilitate and provide leadership at IEIC meetings.
 - Assist in identifying IEIC goals.
 - Record and distribute minutes to IEIC members.
 - Obtain and distribute issue-related background information to IEIC members as directed by the Committee or independently.
 - Develop an annual IEIC Performance Plan and overall Part C budget on behalf of the Dakota County IEIC.
 - Follow through with specific directives of the IEIC.
 - Assist in determining the needs of families and professionals within Dakota County for specialized technical assistance.
 - Coordinate inservices and resource development for professionals serving birth through five-year-olds with developmental and behavioral delays and their parents.
 - Survey members annually for needs and concerns.
 - Use group discussion or survey to identify issues to be addressed in the coming year.
 - Assist in determining priorities and assigning tasks to members.
 - Maintain current membership lists for all IEIC committees.
2. Coordinate the distribution of informational and outreach materials through the Dakota County Interagency Early Intervention Committee.
3. Attend and serve as a liaison to the Region 11 Interagency Early Intervention Committee.
 - Report information gathered from the Region 11 meetings and communications to the Dakota County IEIC.
 - Provide input to state early intervention interagency staff and to the Region 11 Interagency Early Intervention Committee regarding Dakota County IEIC issues, concerns, and recommendations.
4. Report to the Dakota County Collaborative Governing Board regularly on Dakota County Interagency Early Intervention Committee activities.
5. Meet with School District Special Education Directors as needed regarding activities and performance.
6. Prepare an annual report for the Special Education Directors including:
 - Region 11 Interagency Early Intervention Committee compliance with Minn. Stat. § 125A.30 and PL 99-457, and
 - Summary of Region 11 and Dakota County Interagency Early Intervention Committee activities.
7. Provide Service Coordination Consultation Services to School District Staff and Public Health Staff, including community resource updates and service coordination training.
8. Review and process requests for Family support Grants and Part C Services Where No Funding Exists grants.
9. The Interagency Coordinator will provide project coordination for the Child Protection Early Childhood Screening program as it relates to the Keeping Children Safe Act. The Coordinator will work with the Dakota County IEIC on the referral process to school district Early Intervention and Early Childhood Special Education Teams

Certificate Of Completion

Envelope Id: 9CCE04A4EB6241E0AA86A34EFE4E29ED	Status: Sent
Subject: IEIC JPA	
Source Envelope:	
Document Pages: 7	Signatures: 0
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Jessica Strydom
Time Zone: (UTC-06:00) Central Time (US & Canada)	1590 Highway 55
	Hastings, MN 55033
	jessica.strydom@co.dakota.mn.us
	IP Address: 64.207.219.8

Record Tracking

Status: Original	Holder: Jessica Strydom	Location: DocuSign
11/29/2021 10:35:13 AM	jessica.strydom@co.dakota.mn.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Dakota County	Location: DocuSign

Signer Events

Signature	Timestamp
Theresa Battle	Sent: 11/29/2021 10:57:54 AM
superintendent191@isd191.org	Viewed: 12/1/2021 2:17:26 PM
Superintendent	
Security Level: Email, Account Authentication (None)	

Electronic Record and Signature Disclosure:
 Accepted: 12/1/2021 2:17:26 PM
 ID: 8e4225fd-784d-4a76-a4c6-7c663db244c9

Marti Fischbach
 marti.fischbach@co.dakota.mn.us
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 4/27/2018 8:30:01 AM
 ID: 67e2435c-688a-4485-8623-7f79f100a31d

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/29/2021 10:57:54 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Dakota County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Dakota County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bruce.peters@co.dakota.mn.us

To advise Dakota County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.peters@co.dakota.mn.us and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Dakota County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.peters@co.dakota.mn.us and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Dakota County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to bruce.peters@co.dakota.mn.us and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Dakota County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Dakota County during the course of my relationship with you.



**Agenda V.B.3.
January 13, 2022**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Scott Hume, director

Date: January 6, 2022

Re: Adopt a Resolution in Support of the Congressional Individuals with Disabilities Education Act (IDEA) Full Funding Act

Recommendation: that the Board of Education adopts the Resolution in Support of the Congressional Individuals with Disabilities Education Act (IDEA) Full Funding Act.

**Resolution in Support of the Congressional IDEA Full Funding Act Re-introduced on
November 16, 2021
H.R. 5984 and S. 3213
January 13, 2022**

WHEREAS, the Burnsville-Eagan-Savage School District 191 recognizes the need for a strong investment in the Individuals with Disabilities Education Act (IDEA); and

WHEREAS, the Individuals with Disabilities Education Act was first enacted in 1975 to help ensure that all students with disabilities will have access to a free appropriate public education and IDEA's enactment more than 45 years ago, the current federal investment in IDEA is less than 14 percent; and

WHEREAS, with the enactment of IDEA, the United States Congress committed to fund up to 40 percent of the additional cost of special education, thereby promising to provide up to 40 percent of the national average per pupil expenditure, which is currently estimated at \$13,828 by the U.S. Department of Education; and

WHEREAS, our nation's school districts face an increased demand for greater resources to fulfill the needs of students under IDEA, including those for students affected by multiple disabilities whose individual education plans require more resources; and

WHEREAS, with each increase in the IDEA child count, the ISD 191 Board of Education and others throughout the country continue to adjust their budgets to accommodate this increased need and ensure that each child educated through IDEA receives the appropriate supports, with some school districts dedicating forty percent or more of their general education budgets to special education services; and,

WHEREAS, Burnsville-Eagan-Savage School District 191 has a \$10,012,813 cross-subsidy for FY 20. (Link to MDE Special Education Cross-Subsidy Report FY 2020), which is a one part of the statewide cross-subsidy that was more than \$673 million in FY 20, and is expected to grow to \$806 million in FY 25.

BE IT RESOLVED, that the ISD 191 Board of Education supports the IDEA Full Funding Act that will help strengthen the federal investment in special education by authorizing a ten-year plan to fully fund the federal share of IDEA; and

BE IT RESOLVED, that the ISD 191 Board of Education urges Congress' strong bipartisan support for and passage of the IDEA Full Funding Act; and, NOW,

THEREFORE BE IT RESOLVED that the ISD 191 Board of Education remains committed to providing students with disabilities and their families the supports they need.



Future Ready. Community Strong.

**Agenda V.B.4.
January 13, 2022**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Lisa Rider, executive director of business services

Date: January 6, 2022

Re: New Policy 534: *School Meal Policy*

Recommendation: that the Board of Education approves, on a first reading basis, New Policy 534: *School Meal Policy*.

The policy was reviewed by the Policy Review Committee on December 20, 2021. Changes were suggested by administration, MSBA and the Policy Review Committee.

https://doodle.com/poll/zx2wd9ew7ggmapr9?utm_source=poll&utm_medium=link *Adopted:*

MSBA/MASA Model Burnsville-Eagan-Savage School District Policy 534

Orig. 2017

Revised: _____

Rev. 20192021

534 UNPAID MEAL CHARGES SCHOOL MEALS POLICY

[Note:—In 2021, the Minnesota legislature amended Minnesota Statutes, section 124D.111, which that now states that Minnesota school districts that participate in the national school lunch program must adopt a school meals policy]. United States Department of Agriculture (USDA) Policy Memorandum SP-46-2016 requires all School Food Authorities (i.e., school districts) operating federal school meal programs to have a written and clearly communicated system to address unpaid meal charges by July 1, 2017. USDA Policy Memorandum SP-23-2017 clarified that school districts could adopt a “policy” or “standard practice.” Although this document is styled as a “policy,” school districts may establish and implement a set of written procedures instead of a policy, provided that the written document explains how the school district will handle situations where students eligible to receive reduced-price or paid meals do not have money in their account or in hand to cover the cost of their meals at the time of service. The policy or standard practice must be implemented throughout the school district.]

[Note: This MSBA/MASA model policy is drafted to be consistent for all grade levels. However, local school districts may vary the meal charge policy for elementary, middle, and high schools.]

[Note: School districts must follow appropriate debt collection practices when attempting to recover unpaid meal charges.]

I. PURPOSE

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district’s nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy of the school district is to provide meals to students in a respectful manner and to maintain the dignity of students by prohibiting lunch shaming or otherwise ostracizing the student. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for school meals as well as to maintain the financial integrity of the school nutrition program.

II. PAYMENT OF MEALS

[Note:—Payment systems and procedures will likely vary from school district to school district. The school district should select one of the following options and delete the remaining options.]

A. ~~[OPTION 1:—All meal *and a la carte* purchases are to be prepaid before meal service begins. Electronic payments with credit or debit cardsMoney can be deposited online using the district contracted vendor through PayPams or with cash or check in person at a school or the district office. *[Insert description for how families may add money to students' accounts (e.g., electronic payment options, pay at the school office, etc.)]* A student who does not have sufficient funds will not be allowed to charge meals or a la carte items until additional money is deposited in the student's account.]~~

~~[OPTION 2: Students have use of a meal account. When the balance reaches zero, a student may charge no more than \$[insert amount] or [insert number of meals] to this account]. When an account reaches this limit, a student shall not be allowed to charge further meals or a la carte items until the negative account balance is paid. *[Insert description for how families may add money to students' accounts (e.g., electronic payment options, pay at the school office, etc.)]*]~~

~~—————[OPTION 3: Insert a school district specific process for payment of meals.]~~

B. If the school district receives school lunch aid under Minnesota Statutes, §section 124D.111, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance.

C. ~~A student with an outstanding meal charge debt will be allowed to purchase a meal if the student pays for the meal when it is received.~~No student in the serving line will be denied a meal. If a student's account does not have enough money to pay for a breakfast and/or lunch meal, a student will still be allowed to purchase a meal, which will cause the account balance to become negative. All students will be provided a meal regardless of their account balance. While the district is under no legal obligation to do so, we believe this is in the best interest of the student.

D. ~~A student who has been determined to be eligible for free and reduced-price lunch must always must be served a reimbursable meal even if the student has an outstanding debt.~~

E. Once a meal has been placed on a student's tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meals balance.

~~DE.—The school district may provide an alternate meal that meets federal and state requirements to a student who does not have sufficient funds in the student's account or cannot pay cash for a meal. The school district will accommodate special dietary needs with respect to alternate meals. The cost of the alternative meal (\$[insert amount]) will be charged to the student's account or otherwise charged to the student.~~

~~EFG.~~ When a student has a negative account balance, the student will not be allowed to charge a ~~snack~~ la carte item. Sufficient funds for a la carte items ~~the item~~ must be provided at the point of sale. It is not intended for a student to be allowed to charge a la carte items.

~~FH.~~ If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, ~~the parent or guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless written permission is received from the parent or guardian.~~

III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

- A. The school district will make reasonable efforts to notify parent/guardian families when meal account balances are low or fall below zero.
- B. ~~Families~~ Parent/guardian will be notified of an outstanding negative balance via phone calls, text messages and/or emails according to the unpaid meal account process managed by Food & Nutrition Services.~~once the negative balance reaches \$[insert amount] or [insert number of meals]. Families will be notified by [insert the method used to notify families (e.g., automated calling system, email, letters sent home)].~~
- C. Reminders for payment of outstanding student meal balances ~~will~~ must not demean or stigmatize any student participating in the school lunch program. ~~A meal will not be taken away from a student with an overdrawn account, including, but not limited to, dumping discarding meals, withdrawing a meal that has been served, announcing or listing students' names publicly, or affixing stickers, stamps, or pins.~~

IV. UNPAID MEAL CHARGES

- A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children.
- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- C. ~~Negative balances of more than \$[insert amount], not paid prior to [enter time period (e.g., end of the month, end of the semester, end of the school year)], will be turned over to the superintendent or superintendent's designee for collection. In some instances, the school district does use a collection agency to collect unpaid school meal debts after reasonable efforts first have been made by the school district~~

to collect the debt. Collection options ~~may~~ include, but are not limited to, use of collection agencies, claims in the conciliation court, or any other legal method permitted by law.

- D. The school district ~~may~~must not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.
- E. The school district ~~may not must~~will not impose any other restriction prohibited under Minnesota Statutes, § 123B.37 due to unpaid student meal balances. The school district must will not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance. deny any student the opportunity to participate in graduation ceremonies or other commencement activities due to unpaid meal charges.

V. COMMUNICATION OF POLICY

- A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:
1. all households at or before the start of each school year;
 2. students and families who transfer into the school district, at the time of enrollment; and
 3. all school district personnel who are responsible for enforcing this policy.
- B. The school district ~~may~~will post the ~~is~~ policy on the school district's website, or the website of the organization where the meal is served, in addition to providing the required written notification described above.
- C. If the school district contracts with a third party for its meal services, it must will provide the vendor with its school meals policy. Any contract between the school district and any third-party provider with whom the school district entered into either an original or modified contract after July 1, 2021, must ensure that the third-party provider adheres to the school district's school meals policy.

Legal References: Minn. Stat. § 123B.37 (Prohibited Fees)
Minn. Stat. § 124D.111, ~~Subd. 4~~ (Lunch Aid; Food Service Accounting)
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)

USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)

USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)

USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

Minn. Op. Atty. Gen. 169j (May 14, 2019) (Letter to Ricker)

Cross References: Burnsville-Eagan-Savage School District Policy 102 (Equal Educational Opportunity)

Burnsville-Eagan-Savage School District Policy 103 (Complaints-Students, Employees, Parents, Other Persons)

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

Cross References: *None*



Future Ready. Community Strong.

HUMAN RESOURCES

AGENDA ITEM: V.B.5.

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

From: Stacey Sovine
Executive Director of Human Resources

Date: January 13th, 2022

RE: Seasonal, casual and temporary employee Pay Rates for the 2021-2022 School Year

Recommendation: That the Board of Education approves the following rates of pay for the 2021-2022 school year.

Discussion:

We are needed to make adjustment to some of our sub rates, add amounts for a grant awarded to Special Education, and add for some positions related to facility rentals.

GENERAL	2021 / 2022	Effective:	1/14/2022
Adapted Athletic Facil.	\$ 1,937.00		
Awards Coordinator	\$ 474.00		
BHS Graduation Coordinator	\$ 1,326.00		
Burnsville Strong Advisor (Lead)	\$ 2,800.00		
Career Fair Coordinator	\$ 1,683.00		
COVID MN Department of Health Liaison	\$ 5,000.00		
Curriculum Lead	\$ 1,000.00		
Lead LSN Stipend	\$ 2,500.00		
Elem. Arts Festival Coordinator	\$ 700.00		
PALS / BYC / Extended Year Site Lead	\$35 per hour		
First Tech	\$ 2,623.00		
Honor Society Middle School	\$ 684.00		
Mentor	\$ 250.00		
Mentor Leadership Meetings	\$ 50.00	per mtg	
Power of One	\$ 668.00		
Robotics	\$ 2,623.00		
Theater Stipend	\$ 6,800.00		
Webmaster Secondary	\$ 3,124.00		
Writing Center	\$ 1,500.00		
Community Facilitator	\$ 13.00	per hour	
SUBSTITUTES / CASUAL			
Avid Tutor	\$ 13.00	per hour	
Clerical (Casual Employees)	\$ 17.50	per hour	Added 1.13.22
Clerical (Former Permanent Employees)	\$ 22.70	per hour	updated 1.13.22
Non-licensed Supervision / Support (School Year instructional day)	\$ 15.00	per hour	
Food and Nutritional Services	\$ 13.50	per hour	
Food and Nutritional Services Former Employees (1 year+ employment)	\$ 15.00	per hour	
Health Assistant Substitute Rate	\$ 15.00	per hour	
Health Assistant Substitute Rate (No Formal Medical License)	\$ 15.00	per hour	
Instructors (Non-licensed)	\$ 17.50	per hour	
LPNS Subbing for Health Assistants	\$ 17.00	per hour	Added 1.13.22
LPN/RN's w/ 2-3 yrs Training - No Degree	\$ 22.00	per hour	Added 1.13.22
RN's with B.S. Degree	\$ 27.50	per hour	Added 1.13.22
Student Avid Tutor	\$ 10.35	per hour	Updated 1.1.22
Summer Custodial	\$ 11.75	per hour	Up to 12.5
ATHLETICS			
Basketball Announcer	\$ 30.00		
Basketball Scorer	\$ 20.00	per game (typically 3 games/night)	
Basketball Site Supervisor	\$ 80.00		
Basketball Supervision	\$ 30.00		
Basketball Ticket seller/taker	\$ 60.00		
Basketball Timer	\$ 20.00	per game (typically 3 games/n	
Dance Competition Ticket seller/taker	\$ 20.00	per hour	
Football Announcer	\$ 30.00		
Football Field/Gate help	\$ 40.00		
Football Scorer	\$ 30.00		
Football Site Supervisor	\$ 80.00		
Football Supervision	\$ 30.00		
Football Ticket seller	\$ 40.00		
Football Ticket taker	\$ 40.00		
Football Timer	\$ 30.00		
Hockey Announcer	\$ 50.00	2 games (varsity & JV)	
Hockey Scorer/timer	\$ 50.00	2 games (varsity & JV)	
Hockey Supervision	\$ 30.00		
Lacrosse Announcer	\$30 / \$50	single / doubleheader	
Lacrosse On-field scorer/timer	\$ 30.00	2 games (varsity & JV)	
Lacrosse Scorer/timer	\$ 30.00	2 games (varsity & JV)	
Lacrosse Site Supervisor	\$50 / \$80	single / doubleheader	
Lacrosse Supervision	\$ 30.00		
Lacrosse Ticket seller/taker	\$40 / \$70	single / doubleheader	
Soccer Announcer/scorer/timer	\$30 / \$50	single / doubleheader	
Soccer Site Supervisor	\$50 / \$80	single / doubleheader	
Soccer Ticket seller/taker	\$40 / \$70	single / doubleheader	
Swimming Announcer	\$ 30.00		
Swimming Head timer	\$ 30.00		
Swimming Scorer	\$ 30.00		
Swimming Ticket seller/taker	\$ 30.00		
Tennis Site Supervision	\$ 40.00	Competition Approximately 2hours	
Volleyball Announcer	\$ 30.00		
Volleyball Scorer/timer	\$ 25.00	per match (typically 3 matches/night)	
Volleyball Site Supervisor	\$ 50.00		
Volleyball Ticket seller/taker	\$ 40.00		
Wrestling Scorer	\$ 30.00		
Wrestling Site Supervisor	\$ 50.00		
Wrestling Ticket seller/taker	\$ 30.00		
Wrestling Timer	\$ 30.00		
STUDENTS			
Student workers under 18	\$ 10.35	per hour	Updated 1.1.22
Student workers over 18	\$ 10.35	per hour	Updated 1.1.22
COMMUNITY EDUCATION			
K+ Classroom Assistant	\$ 13.00	per hour	
Other Unspecified Activities Based Upon Registration	\$ 13.00	per hour	
MRAZ Tech / AV Support	\$ 16.00	per hour	Added 1.13.22
Senior Citizens Program Licensed Commercial Driver	\$ 19.50	per hour	
Facility Rental Tech Support	\$ 25.00	per hour	
Special Education Grant			
Lead Mentor	\$5,000	Annual	Added 1.13.22
Mentor Teacher	\$1,000	Annual	Added 1.13.22
Mentor Teacher of Color	Additional \$500	Annual	Added 1.13.22
Mentee Teacher	\$500	Annual	Added 1.13.22
Mentee Teacher of Color	Additional \$500	Annual	Added 1.13.22

DATE 1/13/2022

BURNSVILLE EAGAN SAVAGE
Independent School District 191
Human Resources

AGENDA ITEM: V.B.6.

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

From: Stacey Sovine
Executive Director of Human Resources

Date: January 13, 2022

RE: **Proposed Revisions in the Collective Bargaining Agreement with the Burnsville Association of Educational Assistants and Independent School District 191**

RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE REVISIONS AND READOPT THE UNCHANGED LANGUAGE IN THE 2021 - 2023 COLLECTIVE BARGAINING AGREEMENT WITH THE BURNSVILLE ASSOCIATION OF EDUCATIONAL ASSISTANTS

The District reached a tentative agreement on a new two-year contract with the Education Assistants in November. There are 214 assistants within the unit. During the collective bargaining process, 7 language items were on the table for discussion. BAEA ratified the agreement early December.

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

- Deleting dated language.
- Steps both years.
- Added MOU for referral incentive.
- Added two-year MOU for retention incentive.
- Added MOU for COVID related language for Attendance Incentive.

Economic terms agreed to include:

- 2% increase year one and two on the salary schedule.
- Moved certification training onto the salary schedule.
- Increase 403(b) match to \$1,400.
- 2 year increased cost approximately \$1 million.

MASTER AGREEMENT

JULY 1, 2019 2021 – JUNE 30, 2021 2023

**Board of Education
Independent School District 191
Burnsville, MN**

And

**Burnsville Association of Educational Assistants
Independent School District 191
Burnsville-Eagan-Savage Public Schools**

2019 – 2021 -- 2023
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HR Contact Information

Stacey Sovine - Executive Director of Human Resources
ssovine@isd191.org
 Staffing Process
 Discipline/Investigations
 Conflict Mediation
 Negotiations
 Contract Interpretation
 Calendar Committee
 Employee Relations
 Performance Evaluation System
 Pay Equity
 Extra Compensation Management

Hailey Busker - Human Resources Coordinator
hbusker@isd191.org
 (952) 707-2011
 Wellness/Insurance Committee Lead
 Lane Change Pre-Approvals
 Mandatory Trainings
 Recruitment & Job Advertisements
 Interview & Hiring Process
 Employee Recognition
 Posting Process
 Job Descriptions
 Kelly Services Liaison
 Student Teacher Placements & University Relations
 Community Relations
 New Teacher Orientation
 Sub Order Questions

Joy Demuth-HR Labor Relations Manager
jdemuth@isd191.org
 (952) 707-2012
 MyLeave Questions
 New Employee Orientation
 Contract Management
 Compliance Reporting
 Licensure Verification Variances

Seniority Lists
 Tenure Tracking
 Teacher Evaluation Tracking
 Payroll Interface
 Paid Time Off (PTO) Lead- Sick, Personal, Vacation, Family
 Illness
 Salary Questions
 Retirement Questions
 Time Off Questions

Ariel Olson - Employment Specialist
arolson@isd191.org
 (952) 707-2009
 Office Management
 Personnel File Maintenance & Viewing Appointments
 Employment Verification
 Calendar Management
 Training Facilitator
 Negotiations Process Facilitator
 Applitrack Software Lead
 Name/Address Changes

Kelly Kalash - Benefits Specialist
kkalash@isd191.org
 (952) 707-2014
 Workers' Compensation
 Medical/Dental Insurance
 Life Insurance
 Long-term Disability
 Leave of Absences
 FMLA (Family Medical Leave Act)
 ADA (Americans with Disabilities Act)
 Tax Sheltered Annuities (403b & 457)
 Benefit Training
 Retirement Information Sessions
 Unemployment
 Wellness
 Flex Benefits

[Employee Information](#)

MASTER AGREEMENT PURPOSE

The purpose of the Agreement is to encourage and increase orderly, constructive and harmonious relationships between Independent School District 191, hereinafter referred to as the employer, and the Burnsville Association of Educational Assistants, hereinafter referred to as the Association; to establish procedures for the resolution of differences over terms and conditions of employment; to preserve the paramount right of the citizens of the community to operate their school without disruption; and to establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth herein all terms and conditions of employment which have been agreed upon by the employer and the Association pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A.

ARTICLE I PARTIES

This Agreement, entered into between the School Board of Independent School District 191, Burnsville, Minnesota, hereafter referred to as the School Board, and the Burnsville Association of Educational Assistants, hereafter referred to as the Association, pursuant to and in compliance with the Public Labor Relations Act of 1971; to provide the terms and conditions of employment for educational assistants during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. The Board hereby recognizes the Burnsville Association of Educational Assistants as the exclusive representative for all educational assistants employed by Independent School District 191, Burnsville-Eagan-Savage who work more than fourteen (14) hours per week and more than sixty-seven (67) work days per year or thirty-five percent (35%) of the normal work week, excluding supervisory, confidential, and all other employees. The term "Educational Assistant," when used hereafter in this Agreement, shall refer to all classes of educational assistants represented by the Association in the Unit as defined above.

Section 2. Exclusivity: The employer will not during the life of this Agreement meet and negotiate relative to terms and conditions of employment with any employee or groups of employees who are covered by this Agreement except through the exclusive bargaining representatives. No employee covered by this Agreement shall negotiate any terms and conditions of employment except with the School Board's designated negotiator.

ARTICLE III SCHOOL BOARD RIGHTS

Section 1. Management Responsibilities: The Association recognizes the right and obligations of the School Board to efficiently manage and conduct the operation of the School District.

Section 2. It is further understood that the foregoing enumeration of the school responsibilities and obligations is not exclusive and the School Board expressly reserves all its statutory authority not expressly delegated in this Agreement.

ARTICLE IV ASSOCIATION/EMPLOYEE RIGHTS

Section 1. Association Rights:

Subd. 1. Negotiations: The Association may designate up to four (4) members to act as representatives for the purpose of negotiations and shall inform the employer in writing of such choices and changes in positions.

- Subd. 2. Dues Check-off: Any Educational assistant who is a member of the Association shall pay dues, established by the Association. The School District will remit to the Association the amounts of dues taken out for each individual and a list of such names. in a paycheck when requested.
- Subd. 3. Transaction of Business: Duly authorized representatives of the Association shall be permitted to transact official Association business on school premises provided that this shall not unduly interfere with nor disrupt of the operations of the School. The Association may use the District mail service (not U.S. Mail) and employee mailboxes for communications to employees.
- Subd. 4. Time Off for Exclusive Representation: The District will provide reasonable time off to elected officers or appointed representatives of the Exclusive Representative for the purpose of conducting the duties of Exclusive Representative including, but not limited to, grievance investigation and processing and conferring with District representatives and immediate supervisors with respect to the establishment, interpretation, and application of the provisions of this Agreement. The Exclusive Representative shall notify his/her immediate supervisor at least two (2) days prior to the use of such time off except in emergency situations.

Section 2. Employee Rights:

- Subd. 1. Master Agreement: Upon ratification, the BAEA Master Agreement will be posted on the intranet for the benefit of all educational assistants. Each BAEA member will receive a copy and the association shall receive (5) five copies.
- Subd. 2. Probationary Period: The probationary period for new employees shall be sixty-seven (67) working days. During this period of time, the employee may terminate employment. Likewise the employer may terminate the employee without cause. A member of the bargaining unit who is assigned to a different level in the unit will receive a new probationary period of 67 days. If during the probationary period there are performance concerns, the employee will be allowed to return to their previous assignment if there is a vacancy. If there is no vacancy, the employee may be laid off and thus qualify for the preferential hiring list as identified in Article XIII. Any discipline received during this period must be for just cause and can be challenged under the grievance procedure in Article 15.
- Subd. 3. Right to Join: Educational assistants will have the right to join or not to join the Burnsville Association of Educational Assistants.

ARTICLE V
COMPENSATION

Section 1. Hourly rates of pay in effect on June 30, ~~2024~~ 2023, will remain the same until a new Master Agreement is negotiated. Such subsequent negotiated agreement will determine hourly pay after July 1, ~~2024~~ 2023.

Section 2. Hourly rates of pay are as follows and will be paid in twenty-four (24) equal installments, the first payment being on September 15th of each year.

~~2019-2020~~ 2021-2022

Classification	Job Description	Step 3	Step 4	Step 5
Level 2	Level 2 - Support	\$ 15.00	\$ 16.90	\$ 18.50
Level 3	Level 3 - Support	\$ 16.00	\$ 18.40	\$ 20.10
Level 4	Level 4 - Health	\$ 17.00	\$ 19.95	\$ 22.00
	Level 4 - Media	\$ 17.00	\$ 19.95	\$ 22.00
	Level 4 - Sped	\$ 17.00	\$ 19.95	\$ 22.00

For 2019-2020 only, employees hired after July 1, 2019 placed on the first step shall be paid according to Step A. Employees hired after July 1, 2019 placed on the second step shall be paid according to Step 3.

2020-2021 2022-2023

Classification	Job Description	Step 3	Step 4	Step 5
Level 2	Level 2 - Support	\$ 15.30	\$ 17.25	\$ 18.85
Level 3	Level 3 - Support	\$ 16.30	\$ 18.75	\$ 20.50
Level 4	Level 4 - Health	\$ 17.35	\$ 20.35	\$ 22.45
	Level 4 - Media	\$ 17.35	\$ 20.35	\$ 22.45
	Level 4 - Sped	\$ 17.35	\$ 20.35	\$ 22.45

Section 3. Extra Compensation.

- Subd. 1. Education Assistants proficient in a second language, American Sign Language, or Braille will earn \$.75 above the stated hourly wage when it is a regular requirement for the position.
- Subd. 2. Health educational assistants who are licensed LPNs will be paid \$.75 per hour above their hourly rate of pay, provided they provide Human Resources with a copy of their current LPN license by August 1st.
- Subd. 3. Summer school educational assistants shall have \$.25 per hour added to the regular rate.
- Subd. 4. Educational Assistants may attend a workshop on a voluntary basis. For training which is required for their assignment, an employee would earn their regular hourly rate.
- Subd. 5. The District will pay the fees associated with taking a single qualifying test for current employees if the test is required for continued employment in the position the first time it is taken. (For example the Parapro Assessment offered by the Educational Testing Service is one way educational assistants can meet the requirement to become qualified).
- Subd. 6. If a licensed staff member who is assigned to supervise an area or student(s) is absent for thirty (30) minutes or more, the educational assistant assigned to the same area shall be paid at one and one-half times their rate of pay for that time.

~~Subd. 7. Effective February 1, 2019, if an Education Assistant completes District approved de-escalation training, the employee will receive \$.35 per hour beginning the school year after the employee provides the Human Resource Department proof of certification. It is the responsibility of the employee to maintain certification and provide proof to the Human Resources Department on an annual basis. Effective February 1, 2019, if an Education Assistant completes District approved PCA training, the employee will receive \$.35 per hour beginning the school year after the employee provides the Human Resource Department proof of certification. It is the responsibility of the employee to maintain certification and provide proof to the Human Resources Department on an annual basis. Employees will receive notification of upcoming trainings with warning of pending expiration. If certification expires and is not renewed and provided to HR before the new school year begins, the additional hourly rate will end on the final paycheck of the current school year.~~

Section 4. Salary Step Increments:

- Subd. 1. Educational assistants must be employed prior to January 1 to move to the next step beginning the first pay period for the unit in the following school year.
- Subd. 2. Experience Allowance: Administration may place newly employed but experienced personnel on the step above the starting salary.

- Subd. 3. The Employer shall credit prior experience as an EA in District #191 for purposes of wage step placement.
- Subd. 4. In the event an educational assistant has been incorrectly paid, corrections either to the employee's favor or detriment will be made back to the start of the fiscal year in which the error is discovered and reported to the Executive Director of Human Resources.

Section 5. Longevity Pay: Effective July 1, 2019, The following longevity rates apply: Educational assistants shall receive an additional \$.40 per hour above their base hourly rate of pay after completing 6 years of continuous service in the unit. Educational assistants shall receive an additional \$1.90 per hour above their base hourly rate of pay after completing 9 years of continuous service in the unit. Educational assistants shall receive an additional \$2.15 per hour above their base hourly rate of pay after completing 14 years of continuous service in the unit. Educational assistants shall receive an additional \$2.65 per hour above their base hourly rate of pay after completing 19 years of continuous service in the unit.

Effective July 1, 2020, the following longevity rates apply: Educational assistants shall receive an additional \$.50 per hour above their base hourly rate of pay after completing 6 years of continuous service in the unit. Educational assistants shall receive an additional \$2.00 per hour above their base hourly rate of pay after completing 9 years of continuous service in the unit. Educational assistants shall receive an additional \$2.25 per hour above their base hourly rate of pay after completing 14 years of continuous service in the unit. Educational assistants shall receive an additional \$2.75 per hour above their base hourly rate of pay after completing 19 years of continuous service in the unit.

Section 6. Holiday pay: After four (4) years of continuous service, employees under this Agreement shall earn their daily rate of pay on the following holidays: Labor Day, Thanksgiving, the Friday after Thanksgiving, Christmas Eve, Christmas, New Years Day, and Memorial Day. Eligible employees need to record their holiday hours in the time reporting system.

Section 7. Mileage: Educational assistants who use their personal cars for school business shall be reimbursed at the rate in effect according to District policy. Requests for reimbursement should be made monthly, but must be made quarterly or claims are forfeited.

Section 8. Flexible Benefit Plan: The School District will establish a Flexible Benefit Plan under IRS Code 125. Regulations and procedures will be available in the Human Resources office. A Board policy and accompanying regulation will be developed and updated annually to comply with IRS Regulations.

Section 9. Tax Sheltered Annuity and Deferred Compensation Plans: Tax sheltered annuities and deferred compensation plans, either variable or fixed, shall be made available to educational assistants. Regulations and procedures are available in the Human Resources office. The Board policy and regulations will be updated annually for compliance with State and Federal laws.

ARTICLE VI GROUP INSURANCE

Section 1. Health and Hospitalization Insurance.

- Subd 1. Single Health and Hospitalization Insurance: The District will contribute an amount equal to 95% of the composite premium for an eligible employee who enrolls in the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.

- Subd 2. **Dependent Health and Hospitalization Insurance:** The District will contribute an amount equal to 70% of the composite premium for an eligible employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- Subd 3. **Both Spouses Employed:** If an eligible employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.
- Subd 4. **Eligibility:** An Education Assistant who works twenty (20) hours or more per week and is employed by the School District may enroll in the School District group health and hospitalization insurance.

Section 2: Dental Insurance

- Subd. 1. **Single coverage:** The School District shall provide individual dental coverage for each full-time employee who enrolls in the plan. Benefits shall be in accordance with the insurance policy purchased by the School District.
- Subd. 2. **Dependent coverage:** Dependent coverage shall be available to each employee eligible for single coverage. The cost of dependent coverage shall be paid by the employee via payroll deduction. Employees eligible for dependent coverage must enroll before the inception day or within thirty (30) days of becoming eligible for dependent coverage. Failure to apply for coverage on the inception date or upon becoming eligible shall result in the forfeiting of future rights to dependent coverage.

Section 3. Duration of Insurance Contribution: An employee is eligible for District contributions as provided in this Article as long as the employee is employed by the School District. Insurance contributions will cease when an employee is on an extended leave of absence, professional leave of absence, or a general leave of absence that is due to a medical emergency in the immediate family that is longer than a month. Upon termination of employment, all District participation and contribution shall cease effective on the last working day.

Section 4. Life Insurance: Employees who work twenty (20) hours or more hours per week shall be provided life and dismemberment insurance coverage in the amount of \$40,000 at District expense. Insurance is to be subject to the insurance company's terms and conditions.

Section 5. PERA Option: The PERA group term life insurance program shall be made available to educational assistants. Regulations and procedures are available in the Human Resources office.

Section 6. Income Protection:

- Subd. 1. **Long Term Disability:** The District will furnish income protection insurance, which takes effect after a qualified absence. Disability pay will be governed by the policy in effect. Coverage will be 66 2/3% of the base pay when coordinated with other sources of income as described in the insurance policy. In the event secondary social security benefits are a factor in coordination, the limit shall be seventy-five percent (75%) of base pay. Coordination with social security benefits, both primary and secondary, shall be based on benefits in effect on the date of disability. Subsequent changes in primary and secondary social security benefits shall not affect the original amount paid by the insurance carrier.
- Subd. 2. **Income Protection:** An educational assistant may use fractional sick absence, if accumulated, for one third (1/3) or one-fourth (1/4) day subject to Subd 1. above together with the income protection plan to equal full salary for additional forty-five (45) fractional days. A maximum of fifteen (15) full sick days per illness may

be used by the educational assistant in this manner. When sick absence is used to supplement long-term disability, the number of days used (not to exceed 15) shall be counted towards step advancement.

- Subd. 3. Leave of Absence: If an educational assistant anticipates an extended absence due to disability, he or she should apply for and will be granted a medical leave of absence. In the event an educational assistant is absent because of illness or injury for more than thirty (30) consecutive working days and does not have thirty (30) personal illness absence days, the Board shall grant the number of days needed (without pay) to reach the qualifying requirement and receive LTD benefits.
- Subd. 4. Insurance Contributions: As per Article VI, the district will continue to make contributions to insurance for 12 months from the time an employee begins receiving long-term disability benefits. After 12 months of leave due to long-term disability, contributions to insurance will cease. The employee may continue to participate in insurance at his/her expense.

Section 7. Coverage Continuation:

- Subd. 1. Employees with at least ten (10) years experience in the District and who are at least forty-five (45) years of age may continue in the group plan after leaving District employment until age sixty-five (65). The employee shall pay the total cost of such coverage. This section is subject to the rules of the carrier. Educational assistants who are participating in insurance under the above conditions as of June 30, 2008 may continue as provided in this subdivision.
- Subd. 2. An educational assistant who is eligible to draw a PERA pension may continue in the group plan until age eligibility for Medicare. The employee shall pay the total cost of such coverage. This section is subject to the rules of the carrier.

Section 8. Liability Insurance: As per MN Statute 466.07, the District shall defend and indemnify any of its employees for damages, including punitive damages, claimed or levied against the employee provided the employee was acting in the performance of the duties of the position and was not guilty of malfeasance, willful neglect of duty, or bad faith.

ARTICLE VII
LEAVES OF ABSENCE

Section 1. All Leaves and Absences:

- Subd. 1. It is the responsibility of the administration and members of the Unit to prevent or remedy any abuse of policies on leaves and absences.
- Subd. 2. When administration has reason to believe that policies on leaves and absences are being abused, special action, investigation, questioning, is necessary for the benefit of all concerned. When such action is taken, the Association shall so be informed.

Section 2. Sick Leave:

- Subd. 1. All full-time employees shall be credited with twelve (12) days of sick leave on the first workday of each school year. Employees that work less than a full school year shall have sick leave pro-rated.
- Subd. 2. Unused sick leave days may accumulate to a maximum credit of one hundred five (105) days of sick leave per employee.
- Subd. 3. Doctor or dental appointment may be considered sick leave absence.

- Subd. 4. Educational Assistants under contract and employed during summer school or extended school year programs, may use one (1) day of sick leave if necessary. Time used will be deducted on an hourly, pro-rata basis.
- Subd. 5. Employees may use sick leave for illness of employee's spouse, children, significant other, siblings, grandparents, step-parents or parents.

Section 3. Maternity Leave:

- Subd. 1. The start of a physical disability absence for pregnancy, delivery, and recovery from childbirth shall be determined by the employee's physician. The end of a physical disability absence for childbirth shall be determined by the employee's physician at the time of the child's birth.
- Subd. 2. To access paid personal illness days and, if necessary, long-term disability insurance, the educational assistant must provide the estimated start of a physical disability to Human Resources no later than two (2) months prior to the estimated date of delivery. Estimated start and end times can be modified by the physician.
- Subd. 3. An employee who becomes disabled as a result of pregnancy, childbirth, and delivery shall have the right to utilize accrued sick leave and long-term disability benefits for the period of time they are disabled due to pregnancy, childbirth, and delivery.

Section 4. Worker's Compensation:

- Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employees regular rate of pay to thirty (30) days. After thirty (30) days, LTD insurance may coordinate.
- Subd. 2. A deduction shall be made from the employee's accumulated personal illness leave accrual time according to the pro-rata portions of days of personal illness absence time, which is used to supplement Workers Compensation.
- Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.
- Subd. 4. In no event shall the additional compensation paid to the employee by virtue of personal illness absence result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.
- Subd. 5. An employee who is absent from work as a result of an injury compensable under the Workers Compensation Act shall receive the workers compensation check and have the same amount withheld from earned District compensation.

Section 5. Bereavement Absence: Bereavement leave shall be pro-rated for Title I educational assistants.

- Subd. 1. Up to five (5) days bereavement absence with pay will be granted upon the death of an employee's:
 - A. Spouse
 - B. Child
 - C. Parent
 - D. In-law of a similar degree of relationship
- Subd. 2. Up to three (3) days bereavement absence with pay will be granted upon the death of one of the following members of an employee's family:

- A. Grandparent
- B. Grandchild
- C. Brother
- D. Sister
- E. Or in-law of similar degree of relationship

Subd. 3. One (1) day bereavement absence with pay will be granted upon the death of one of the following members of an employee's family:

- A. Aunt
- B. Uncle
- C. Niece
- D. Nephew
- E. Or in-law of similar degree of relationship

Subd. 4. If an educational assistant has exhausted all accrued personal days in a given school year, he or she may use (1) personal sick day per year to attend the funeral of a person with whom they have a significant relationship.

Subd. 5. When travel is involved, an additional two (2) days may be granted by administration. (Generally, travel refers to the need for an overnight stay to reach the site of a service.)

Section 6. Personal Absence: Each member of this Unit who works four (4) or more hours per day shall be granted one (1) day of personal absence at the beginning of the fiscal year. If an employee is hired or the assignment changes after the beginning of the fiscal year, the rate shall be prorated. Personal Leave may accrue to a maximum amount of three (3) days. Such absence must be that it requires the personal attention of the employee and scheduling of such is out of control of the employee. The request shall be made at least eighteen (18) hours in advance to the Human Resources office to be approved automatically. In case of emergency, the building principal shall determine whether the day shall be granted or not, retroactively.

Section 7. Extended Leave of Absence.

Subd. 1. Requests for extended leaves of absence for acceptable causes without pay or any supplemental benefits, for a period of up to twelve (12) months, shall be submitted to and subject to recommendation by the Executive Director of Human Resources and Board of Education approval.

Subd. 2. Answers to requests for leave for extended periods will be made, in writing, subject to Board approval at the next regular Board meeting.

Subd. 3. Requests must be submitted in writing and be dated, signed, and shall include reasons for request and approximate duration of the requested leave.

Subd. 4. Answers to written requests for emergency leave shall be given in writing.

Subd. 5. No benefits accrue while on leave.

Subd. 6. An educational assistant who returns from a leave prior to sixty-seven (67) working days will return to the previously held position. An educational assistant who returns from leave after sixty-seven (67) working days shall be assigned to the position occupied by the least senior educational assistants in the individuals subgroup as defined in Article XII, Section 2. Upon return, the educational assistant will be placed on the salary step she/he was on at the time the leave began and all benefits will be reinstated.

Subd. 7. An educational assistant hired to replace an educational assistant on leave shall be on probation for sixty-seven (67) days as defined in Article II, Section 1, of this Agreement. An educational assistant occupying a

position in excess of sixty-seven (67) days shall become a member of the Unit and shall achieve seniority in the group for which the educational assistant is employed as defined in Article XIII, Section 2.

Subd. 8. An educational assistant is limited to general leaves in no more than three (3) school years regardless of the FTE of the leave.

Subd. 9. An educational assistant on an extended leave of absence must notify Human Resources of their intent to return by March 1st for the upcoming school year. If an educational assistant fails to notify Human Resources by March 1st of their intent to return, they will be terminated by the Board of Education.

Section 8. Professional Leave: Professional leave is an unpaid leave, which is not limited by Article VII, Section 9. Persons wishing professional leave of absence should make application to the Assistant Superintendent for Human Resources three (3) months in advance of the starting date. The Board of Education will consider each application on the basis of the recommendation of the Assistant Superintendent for Human Resources and contingent upon ability to secure a replacement for the period of time.

Section 9. General Absence Without Pay: Members of this Unit may be permitted to take one (1) absence without pay of no more than (10) consecutive educational assistant work days only once during the school year. Notice of such absence shall be given to the Human Resources Office two (2) weeks ahead of that absence, except in an emergency. Failure to obtain permission to take time off without pay will result in discipline. A second absence without pay, due to emergency circumstances, can be granted at the discretion of the District.

Section 10. Medical Leave of Absence:

Subd. 1. FMLA: Educational Assistants are eligible for FMLA leave only if they satisfy the federal work eligibility requirements. Under federal law employees must have worked 1250 hours the previous school year.

Subd. 2. Unpaid Leave of Absence for the serious illness or injury of an immediate family member: Educational Assistants may request up to a 12 week unpaid, leave of absence in the event of a serious illness or injury in the immediate family. No benefits will accrue during the leave. In order to maintain insurance, employees must pay the full premium during such a leave. For serious personal illness or injury, see Article VI, Section 6, Subd. 3.

Section 11. Lost Time Because of Assault: Reasonable time lost in connection with any incident of attack upon a staff member, not compensable under Worker's Compensation shall not be charged against the staff member's personal illness leave unless he/she is judged guilty by a court of competent jurisdiction.

Section 12. All assaults, blood borne pathogen exposure incidents and any injuries incurred on the job must be reported to the educational assistant's supervisor/principal within 24 hours of the incident. The educational assistant must participate in the completion of "First Report of Injury" form within 24 hours of the incident.

Section 13. Attendance incentive

An employee who as of July 1 (a) has accumulated leave time in excess of three hundred and sixty (360) hours determined as of June 15th of the same tax year, and (b) has taken one (1) or less leave days in the current school year shall have sufficient leave days converted at the rate equal to three hundred seventy five dollars (\$375) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.

An employee who as of July 1 (a) has accumulated leave time in excess of three hundred and sixty hours (360) hours determined as of June 15th of the same tax year, and (b) has taken more than 1 leave day up to three (3) leave days in the, current school year shall have sufficient leave days converted at the rate of pay equal to two hundred and twenty five dollars (\$225) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.

Effective July 1, 2018, additionally an employee who as of July 1 (a) has accumulated leave time in excess of three hundred and sixty (360) hours determined as of June 15th of the same tax year, and (b) has taken three (3) or less leave days in the current school year will be granted one (1) Emergency Closure Day equivalent to their regularly scheduled hours to use only when an emergency closure has been issued by the Superintendent. Emergency Closure Days can accumulate up to four (4) days and are non-transferrable.

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

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

Effective July 1, 2015 the conversion rate for leave days shall be seventy-five dollars (\$75) per day.

ARTICLE VIII HOURS OF SERVICE

- Section 1. Basic Work Year: A basic work year shall consist of student contact days plus two days of preparation. The days of preparation will be scheduled prior to the start of the school year.
- Section 2. Extra Hours: Employees required to work more hours or days than anticipated in their annual Master Agreement shall be compensated at their hourly rate. During the course of the school year, any regularly scheduled hours added will be considered contract time. Hours exceeding the number of hours worked on the first workday of the school year will end at the conclusion of the school year. Any hours worked over forty (40) hours per week shall be compensated at one and one-half (1 and 1/2) times their hourly rate. Such compensation shall be authorized in advance by the building principal.
- Section 3. Breaks and Lunch: All employees who work at least four (4) hours but less than five (5) hours are entitled to one (1) fifteen-minute break per day. All employees who work at least five (5) hours per day but less than six and a half (6.5) hours are entitled to one (1) twenty-minute break per day. Employees who work six and half (6.5) hours or more hours or more per day are entitled to two (2) fifteen-minute breaks or one (1) thirty-minute break per day. Lunch and breaks are scheduled by the employer. All employees may use their break time for lunch but the break shall not exceed the number of minutes allotted for the employee. Employees, at their discretion, may work one-half hour extra per day for an unpaid lunch break. The portion of lunch that is unpaid is the employee’s own time. Employees may leave the building when on unpaid time, provided site sign-out procedures are followed.
- Section 4. Emergency Closing:
- Subd. 1. If after arriving on the job, the employee is dismissed by the Executive Director of Human Resources, the educational assistant shall be paid for the remainder of the assigned day if that day is not rescheduled as a student contact day.
 - Subd. 2. When the decision is made that school will not be open for any emergency, including inclement weather, it will be announced as per the District 191 emergency school closing regulations. When such an announcement is made, employees in the unit are not to report. The first emergency closing day will be forgiven, thereby allowing the total number of duty days to decrease by one day in the school year in which a lost time emergency occurs. If additional closing days occur due to an emergency, which includes inclement weather, employees may use available personal business time to avoid a dock in pay. In the event make up days are required, the educational assistant shall perform duties at their daily rate of pay on the day or days as the School Board or its designated representative shall determine.

ARTICLE IX
JOB POSTING

- Section 1. Job vacancies of three (3) hours or more shall be posted in each building, providing all details of job. This posting will state if this position is replacing an educational assistant on leave.
- Section 2. Any additional hours available in a building must be posted by building principal so that all educational assistants in that building have an opportunity to apply. Hours added after the first work day as described in Article VIII Section 1 of the Agreement shall be subject to withdrawal by the Administration.
- Section 3. Jobs that are so posted will not be filled for at least one (1) week from the date of posting, to allow all interested employees to apply.
- Section 4. Seniority, ability, and job performance will be considered in filling posted positions. The educational assistants recognize that the administration shall make the final decision based on these criteria. A senior applicant, within the District, not granted a position, shall be provided in writing the reasoning behind the administrations rejection of said application within a reasonable period of time, with the intent being to increase or correct any qualifications that are lacking in order to be considered in future job posting. Administration reserves the right of final decision.

ARTICLE X
MISCELLANEOUS

- Section 1. Pre-employment Physical: An applicant applying for a Level 4, SPED assistant position must successfully complete a pre-employment physical. The physical will be conducted following an offer of employment but prior to the actual start of work. The offer of employment may be withdrawn if the applicant is unable to perform the physical requirements of the position.
- Section 2. Physical Examinations: A physician's statement that the employee is able to perform duties is required of all personnel returning from an extended health leave or from an incident covered by Worker's Compensation.
- Section 3. Jury Duty: Employees shall be paid the difference between their regular daily salary and their jury duty if required to serve on jury duty.
- Section 4. Transporting Students: At no time will any educational assistant transport any student in a private vehicle during normal working hours.

ARTICLE XI
PERFORMANCE REVIEW

- Section 1. Evaluation/Goal Setting: Employees shall conference annually with a supervisor according to District procedures. Performance reviews shall be placed in the employees' personnel files in the Human Resource Office.
- Subd. 1. Contents of personnel files are available to employees during business hours.
- Subd. 2. Employees may attach a signed explanation, rebuttal, or amplification to any materials in the permanent personnel file.
- Subd. 3. Any material in the file may be reproduced at the request of the employee. Cost of reproduction shall be paid by the employee.

ARTICLE XII
DISCIPLINE

- Section 1. An educational assistant shall be deemed to have had a year of satisfactory service unless that educational assistant has been given notification of substandard performance in writing.
- Section 2. An employee shall not be disciplined without just cause.
- Section 3. The District shall draw an educational assistant's attention to misconduct in the following ways:
- a. Written reprimand
 - b. Letter of Deficiency
 - c. Letter of Deficiency and Suspension without pay
 - d. Discharge
- Use of items a. to d. above need not be in progressive order; dependent on the frequency and severity of the lack of the professional conduct any or all of the above may be used.
- Section 4. The following information will be provided with notice of disciplinary action:
- a. a review of the rule, regulation, code, policy etc. that defines the expected behavior;
 - b. a description of the inaction or failure of the employee to comply with the expectations, including an outline of previous oral or written reprimands; and
 - c. a reference to the grievance process as defined in the Master Agreement.
- Section 5. All instances of disciplinary action shall be documented, shown to the employee for signature and comment.
- Section 6. The District will notify employees that they may, if they desire, have a representative present at any disciplinary conference.
- Section 7. When any material that does not contain the signature or initials of the educational assistant is placed into the personnel file a copy shall be sent to the educational assistant.

ARTICLE XIII
SENIORITY/REDUCTION IN STAFF

- Section 1. Seniority Date:
- Subd 1. Each employee will accumulate seniority from the first date of continuous hire as an educational assistant. In case of identical seniority dates, the lower employee number shall prevail. The Executive Director of Human Resources will provide the Association negotiators with a copy of the seniority list by February 15th of each year for review. The list will include number of hours worked per day and hourly rate of pay. This list will become official on March 15. The seniority list with names, categories, employment date and seniority dates shall be posted online after March 15th.
 - Subd 2. In the event of dual assignment, seniority shall be determined on the basis of the assignment in which the employee spends the most time. In the event time is equally split in two levels, seniority will be based upon the assignment the employee selects at the beginning of the assignment placement. For equally split assignments, the employee shall provide written notification of their selection to the Executive Director of Human Resources within thirty (30) days of the placement. In the absence of any notification, seniority will be based upon the highest pay grade of the equally split assignment.
 - Subd 3. Employees may apply for positions in other BAEA groups and, if selected, will carry their seniority from their original BAEA group. Employees who leave the bargaining unit for twelve (12) months or less to take

another District position outside BAEA may return to BAEA with no interruption of their seniority. If a classified district employee becomes part of the BAEA, their accrued sick leave and holiday pay from the previous unit will be carried over into the BAEA up to the maximum accrual amount for the position assumed, provided the bargaining unit they leave has reciprocal language with the BAEA.

Subd 4. Seniority shall accumulate if an employee is reinstated off of the preferential hiring list, following a reduction in the work force.

Section 2. For the purpose of seniority for reduction in force, employees will be divided into the following descriptions:

Level 4 Descriptions

- Level 4, Media
- Level 4, Health
- Level 4, Sped (secondary)
- Level 4, Sped (elementary)

Level 3 Descriptions

- Level 3, Support (Secondary)
- Level 3, Support (Elementary)

Level 2 Descriptions

- Level 2, Support (Secondary)
- Level 2, Support (Elementary)

Section 3. In the event of a reduction in the work force in one of the above levels, the displaced person will be placed in an equivalent (same level, same description, same number of hours) open position, if any. If there is not an equivalent open position, the employee will bump the least senior person (same level, same description, same number of hours) in that description or accept the layoff. If the person displaced by the first person is not the least senior in the appropriate job description, he/she will bump the least senior person, in that description regardless of the number of hours with the following exceptions:

Level 4, Media Education Assistant who is laid off can bump the least senior Level 4, Media Education Assistant, and if none, then bump the least senior Level 2, Support educational assistant.

Section 4. If, because of a reduction in work force, reassignments are necessary, the employer shall develop with the employee reassigned retraining appropriate for the new position.

Section 5. In the event replacement and/or displacement of educational assistants is necessary due to a reduction in the work force, the Association shall be represented at a meeting with the Human Resources Office prior to the affected educational assistants being notified to determine the final outcome of the procedures.

Section 6. All educational assistants who are to be terminated or reduced in hours will be notified in writing by the last student contact day-of each and every year. Those who retain their status will be entitled to the number of hours they were assigned the first work day of the current school year, even though maintaining those hours may require service in more than one (1) department or school. Level 4, SPED EA's assigned to a 1 on 1, whose student leaves the District, may be laid off after 15 working days notice, according to seniority, during the school year. But any EA who is laid off as a result of this paragraph will be recalled first to any open position in their level.

Section 7. The District shall establish a preferential hiring list including all educational assistants who have been terminated due to a reduction in work force or reduced in hours. Employees will be placed and rehired from the specific preferential hiring list grouping based on the following descriptions:

Level 4 Descriptions

- Level 4, Media
- Level 4, Health
- Level 4, Sped (secondary)
- Level 4, Sped (elementary)

Level 3 Descriptions

- Level 3, Support (Secondary)
- Level 3, Support (Elementary)

Level 2 Descriptions

- Level 2, Support (Secondary)
- Level 2, Support (Elementary)

Section 8 Educational assistants terminated due to a reduction in work force or are reduced in hours, shall remain on a preferential hiring list until June 30th of the following fiscal year. An open position will be awarded to an applicant on the preferential hiring list who applies for the position with the highest seniority within the job description.

ARTICLE XIV
RETIREMENT

Members of the unit who selected Plan A prior to July 1, 1998 are committed to that plan. All employees hired after July 1, 1998 are only eligible for Plan B.

Section 1. ~~Plan A:~~ Employees with at least ten (10) years of service shall receive a one (1) time lump sum payment of \$900.00. ~~Employees terminated for cause shall not be eligible for severance pay. Severance pay shall not apply to any educational assistant hired after July 1, 1988.~~

Section 2.1. ~~Plan B:~~ 403(b) Match

- Subd. 1. A District match to a 403b plan is available to members of the unit hired on or after July 1, 1988 who are beginning their third (3rd) year of work in the District at .5 F.T.E. or more.
- Subd. 2. ~~Effective July 1, 2016, the District shall match up \$750 (seven hundred fifty dollars) per school year of the employee's contribution to the 403(b) plan.~~ Effective July 1, 2018, the District shall match up \$900 (nine hundred dollars) per school year of the employee's contribution to the 403(b) plan. ~~Effective July 1, 2021, the District shall match up \$1,400 (one thousand four hundred dollars) per school year of the employee's contribution to the 403(b) plan.~~
- Subd 3. Any employee on unpaid leave of absence shall not be eligible to participate in the plan.
- Subd 4. Once an eligible employee elects to participate in the 403(b) annuity matching program, said election is for that school year and will continue each subsequent year unless modified by the employee.
- Subd 5. Maximum District Contribution: The amount the District shall contribute to any employee's 403(b) plan shall not exceed Twenty-five thousand dollars (\$25,000) during the time of the employee's employment with the District.

ARTICLE XV
GRIEVANCE PROCEDURE

- Section 1. A claim by an employee of the exclusive representative that there has been a violation, misinterpretation, or misapplication of any provision of the Agreement may be processed as a grievance as hereinafter provided.
- Section 2. Level I. In the event that an employee or the Association believes there is a basis for a grievance, a written grievance shall be filed with the HR Director within one month of the time the grievant knew of the alleged grievance.
- Section 3. Level II: The HR Director may take up the grievance or choose to refer the grievance back to the supervisor or principal in the department or school from which the grievance arose.
- Section 4. If not resolved in discussions with the Association, the HR Director will provide the Association with a written response to the grievance.
- Section 5. If the Association does not agree with the written response, it may request arbitration of the grievance. To be timely, this written request to arbitrate must be given to the HR Director within one month of the HR Director's written response, or if no written response is provided, within four months of the date of the filing of the original grievance.
- Section 6. The dispute will be submitted to an arbitrator, selected and agreed upon by both parties. If the parties cannot agree upon an arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, the B.M.S., in accord with its rules, shall govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the express terms of this Agreement. Both parties agree to be bound by the award of the arbitrator.
- Section 7. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- Section 8. No reprisals of any kind will be taken by the Board of the School Administration against any employee because of their participation in this grievance procedure.
- Section 9. When mutually agreed, grievance may be heard during the school day. The Board agrees to pay the regular salary for up to three (3) employees per grievance who participate in a grievance during the school day. Additional employees up to seven (7) per grievance may be available for grievances held during the school day at no pay from the District.

DURATION

- Section 1. Term and Reopening Negotiations: This Agreement will remain in effect for a period commencing July 1, 2019 2021, through June 30, 2024 2023, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971. If either party desires to modify or amend this Agreement commencing at its expiration, it will give written notice of such intent no later than ninety (90) days prior to the expiration of this Agreement.
- Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the employees.
- Section 3. Finality: Any matters relating to the terms and conditions of employment whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.
- Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

**Master Agreement
2019-2021--2023
Board of Education
Independent School District 191**

And

Burnsville Association of Educational Assistants

IN WITNESS WHEREOF, The parties have executed this Agreement as follows:

FOR BURNSVILLE ASSOCIATION OF EDUCATIONAL ASSISTANTS

Union Representative Date

Lead Negotiator Date

FOR INDEPENDENT SCHOOL DISTRICT 191

Board Chair Date

Lead Negotiator Date

Board Clerk Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and Burnsville Association of Education Assistants (hereinafter referred to as the Union), representing the Education Assistants of the School District as follows:

- 1. The parties have entered into a collective bargaining agreement covering the period July 1, 2021 through June 30, 2023.
- 2. Understanding the process for determining ESY eligibility and the commitment for student participation in ESY, it is difficult for the district to accurately project the exact number of students who will be enrolled in the ESY program. In order to ensure adequate staffing of paraprofessionals for the special education extended school year program (ESY) and a fair and equitable staffing process will be followed.

In planning and preparing for the ESY program the following processes and procedures will be implemented related to the use of paraprofessional support:

- 1. Two types of positions will be posted: one with guaranteed hours during the entire ESY program and one with flexible/floating hours to be based on student daily attendance.
- 2. If the paraprofessional with guaranteed hours has no students to work with he/she will work on other projects that support special education programs/services.
- 3. If a floater comes in to the ESY location to work and is notified their services are not needed he/she will be paid one hour of wages.
- 4. This plan will be in place unless changes are communicated to the BAEA ahead of time.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2023.

Union Representative

Employer Representative

Dated: _____

Dated: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Burnsville Association of Educational Assistants (hereinafter referred to as the Union), representing the Educational Assistants of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2021 through June 30, 2023.
2. In the event that the District changes its Long-Term Disability Insurance plan to a plan that has a longer qualifying period than 30 working days, the District agrees to provide a Short-Term Disability Plan with a qualifying period no more than 14 calendar days.
3. The District agrees that up to one-third (1/3) of a day of accrued sick leave may be used to supplement the Short-Term Disability income per work day on leave.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2023.

Burnsville Association of Educational Assistants
Burnsville, MN 55337

Independent School Dist. 191
200 W. Burnsville Parkway
Burnsville, MN 55337

Union Representative

Employer Representative

Dated: _____

Dated: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Burnsville Association of Educational Assistants (hereinafter referred to as the Union), representing the Educational Assistants of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2021 through June 30, 2023.
2. In the interest in retaining Educational Assistants during the COVID Pandemic, incentive pay shall be paid to assistants.
3. To be eligible, employees cannot be on leave and need to be working for at least 30 days leading into and including the last day of school.
3. Employees that start after the first day of the contract year shall have the eligible amount prorated per the number of days remaining in the contract year.
4. Base incentive pay shall be based upon the prorated number of hours assigned per day. The daily hours shall be the total amount of hours per week divided by 5, i.e 4 days at 6 hours is equivalent to 5 days at 4.8 hours:

	Less than 4 hours per day	\$500
	Between 4 hours and less than 6.5 hours per day	\$1,000
	6.5 hours and greater per day	\$1,500

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2023.

Burnsville Association of Educational Assistants
 Burnsville, MN 55337

Independent School Dist. 191
 200 W. Burnsville Parkway
 Burnsville, MN 55337

 Union Representative

 Employer Representative

Dated: _____

Dated: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Burnsville Association of Educational Assistants (hereinafter referred to as the Union), representing the Educational Assistants of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2021 through June 30, 2023.
2. All Education Assistants employees are eligible to receive a \$500 referral bonus for any new candidate they refer for a regular school year EA position, under the following conditions:
3. The candidate is selected for employment and successfully finishes the school year completing 6 months or the rest of the school year, whichever comes first.
4. The candidate was not a current substitute or employee of the district when they applied for the position.
5. The candidate identified the EA employee who referred them in the hiring process.
6. If these conditions are met, a bonus of \$500 dollars shall be paid to the referring employee within thirty (30) days of the new employees' completion of terms.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2023.

Burnsville Association of Educational Assistants
Burnsville, MN 55337

Independent School Dist. 191
200 W. Burnsville Parkway
Burnsville, MN 55337

Union Representative

Employer Representative

Dated: _____

Dated: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Burnsville Association of Educational Assistants (hereinafter referred to as the Union), representing the Educational Assistants of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2021 through June 30, 2023.
2. Notwithstanding, ARTICLE VII, LEAVES OF ABSENCE, Section 13. Attendance incentive: "Leave days" include all absences except Bereavement, vacation, and paid days substituted for unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), as amended.
3. The parties agree that for the 2021-2023 contract years, quarantine time as directed by the health services department shall be included as exceptions. The required amount of leave days as directed by health services shall not be counted against the employee for the Attendance incentive.
4. The documents, indicating the need to quarantine, provided by the health services department shall be the final and only determining factor of whether an absence was directed and authorized.
5. This MOU is not subject to the grievance language.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2023.

Burnsville Association of Educational Assistants
Burnsville, MN 55337

Independent School Dist. 191
200 W. Burnsville Parkway
Burnsville, MN 55337

Union Representative

Employer Representative

Dated: _____

Dated: _____

Appendix A Description of Special Education Settings

Management Educational Assistants work with students with disabilities that receive special education services. Students have disabilities that range from mild to severe. Students with more significant disabilities and those with low incident disabilities are educated in specialized, site-based programs. Educational Assistants that work in these programs are often asked to assist students with personal hygiene and activities of daily living. They may be required to diaper, feed, lift, and position students. They may be asked to work with students with volatile behaviors and may have an increased risk of personal injury. They may be required to have specialized skills in Braille or sign language.

Federal Setting definitions are as follows:

Setting I	Regular Class The student receives the majority of special education and related services in a general education classroom and is outside the general education classroom (or in the resource room) for no more than 21% of the school day. Home school is considered a general education setting.
Setting II	Resource Room The student receives special education and related services in a resource room outside the general education classroom for at least 21% but not more than 60% of the school day.
Setting III	Separate Class The student receives special education and related services in a separate class outside of the general education classroom for more than 60% of the school day.
Setting IV	Public Separate Day School The student receives special education and related services in a separate day school facility for greater than 50% of the school day.

The District has the following site-based programs. The District may add or eliminate site-based programs as needed. The location of these programs may change over time.

Early Childhood Special Education

Setting IV EBD

Setting III EBD

Setting III Autism

Setting III Developmental Cognitive Delay Program (formerly known as MSMI and MSMI Plus)

Setting III Neurobiological Disorders Program

Appendix B Definition of Elementary and Secondary

The terms elementary and secondary as used within the contract shall be defined as programs/grades housed within the following buildings.

Elementary: ECSE; Rahn, William Byrne, Sky Oaks, Gideon Pond, Vista View, Ed. Neill, Hidden Valley, **Virtual Academy Elementary** and Harriet Bishop.

Secondary: BAHS, BHS, BEST, **Virtual Academy Secondary**, Nicollet, and Eagle Ridge.

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BURNSVILLE EAGAN SAVAGE
Independent School District 191
Human Resources

AGENDA ITEM: V.B.7.

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

From: Stacey Sovine
Executive Director of Human Resources

Date: January 13, 2022

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

RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE PROPOSED REVISIONS AND RE-ADOPT THE UNCHANGED LANGUAGE IN THE 2021-2023 MASTER AGREEMENT WITH THE BURNSVILLE DISTRICT-WIDE ADMINISTRATORS

The District reached a tentative agreement on a new, two-year contract with the District-wide Administrators on December 17, 2021. There are 12 individuals within the unit. During the collective bargaining process, 6 language items were on the table for discussion.

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

- Modified Holiday Language to provide flexibility.
- Aligned language for requesting a religious absence to align with other contracts.
- Modified Attendance incentive to Sick Leave Credit.
- Shortened and condensed the longevity time frame
- Steps both years.

Economic terms agreed to include:

- 2.0% increase year one and 2.0% on year two on the salary schedule
- Increase matching program to a maximum of \$4,000
- 2 year increased cost \$110,500 for salary and benefits.

MASTER AGREEMENT

July 1, ~~2019~~ 2021 – June 30, ~~2021~~ 2023

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

and

**DISTRICTWIDE ADMINISTRATORS
ASSOCIATION**

ARTICLE I - GENERAL INFORMATION

Section 1. RECOGNITION

This agreement between Independent School District 191 and ISD 191 Districtwide Administrators Association covers the year July 1, 2019 2021 – June 30, 2021 2023. In the event that a new agreement has not been mutually adopted by July 1, 2021, this agreement will remain in effect; individual salaries for 2021-2022 2023-2024 will remain at the 2020-2021 2022-2023 amounts until a new agreement is reached, and the new agreement will determine salaries for 2021-2022 2023-2024.

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

Section 2. INITIAL PLACEMENT

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

Section 3. PROBATIONARY PERIOD

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

Section 4. SALARY INCREASES

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

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

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

Section 5. PERSONNEL FILES

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

Section 6. POSITION ELIMINATION

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

ARTICLE II - CALENDAR

Section 1. BASIC WORK YEAR

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

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

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

Section 2. VACATION

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

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

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

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

Section 3. HOLIDAYS

Administrators will have ten holidays each year: Independence Day, Labor Day, Thanksgiving Day and the day following, ~~Christmas Eve Day, Christmas Day, New Years Eve Day, New Years Day, Memorial Day, and one (1) three (3) floating holidays. additional holiday as determined consistent with the academic calendar.~~ Effective July 1, 2004, Districtwide Administrators may select one of the following days as the holiday that is consistent with the academic calendar; Education Minnesota Conferences (the third Thursday or Friday in October), Martin Luther King Day, Good Friday/Passover. Each administrator subject to the approval of their immediate supervisor shall schedule the additional floating holidays.

ARTICLE III - ABSENCES

Section 1. PERSONAL ILLNESS ABSENCE

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

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

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

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

Section 2. CONDITIONAL USE FAMILY ILLNESS AND BEREAVEMENT ABSENCE

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

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

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

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

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

Section 4. PERSONAL BUSINESS ABSENCE

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

Section 5. PROFESSIONAL ABSENCE

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

Section 6. RELIGIOUS ABSENCE

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

Section 7. JURY DUTY

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

Section 8. EMERGENCY CLOSINGS

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

Section 9. ATTENDANCE INCENTIVE

An employee who as of July 1, 2014,

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

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

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

An employee who as of July 1, 2014

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

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

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

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

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

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

Sick Leave Credit. If an employee has at least five (5) sick days available from the previous fiscal year, at the beginning of each fiscal year, five (5) sick days will be deposited into the Minnesota State Retirement System's Post-Retirement Healthcare Savings Plan. The value of each day shall be 1/261 of the annual salary of the previous fiscal year if the employee is a 12-month employee.

ARTICLE IV - LEAVES

Section 1. PROFESSIONAL ACTIVITY LEAVE

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

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

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

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

Section 2. GENERAL LEAVE

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

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

This item is not subject to the grievance procedure.

Section 3. MATERNITY / PATERNITY LEAVE

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

Section 4. PARENTAL LEAVE

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

ARTICLE V - MATCHING CONTRIBUTION & SEVERANCE PAY

Section 1. MATCHING CONTRIBUTION

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

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

Effective July 1, 2022, the District will match up to \$3,250 per year to an approved Minnesota deferred compensation program as permitted by M.S. 356.24. After a District-wide Administrator has completed one year of service, the District will match up to \$4,000 per year to an approved Minnesota deferred compensation program. This matching contribution is available to all District-wide Administrators. Employees who work less

than full-time shall receive a pro-rated contribution to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1st. The contribution will remain in effect for the duration of the fiscal year.

ARTICLE VI - CONTINUATION OF BENEFITS

Section 1. TERMINATION

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

Section 2. LEAVES OF ABSENCE

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

Section 3. DISABLED EMPLOYEE

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

Section 4. DEATH OF AN EMPLOYEE

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

Section 5. EARLY RETIREMENT

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

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

ARTICLE VII - INSURANCE BENEFITS

Section 1. HEALTH AND ACCIDENT COVERAGE

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

- A. Single Health and Hospitalization Insurance. The District will contribute an amount equal to 95% of the composite premium for an employee who works 30 hours or more and who enrolls the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health

Reimbursement Account) whereby \$1,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.

- B. Dependent Health and Hospitalization Insurance. The District will contribute an amount equal to 83% of the composite premium for an employee who works 30 hours or more and who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- C. Both Spouses Employed. If an employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.
- D. With respect to health coverage subject to Health Care Reform, the District reserves the right to provide coverage "in addition to" the coverage described herein, for one or more individuals covered by this agreement, in order to manage the potential penalties to which the District may be subject. Such coverage in addition to the coverage described herein will be considered bargained but specifically will not be considered part of the aggregate value of the benefits and specifically will not be subject to any applicable aggregate reduction in value limitations.

Section 2. LIFE INSURANCE

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

Section 3. LONG TERM DISABILITY INSURANCE

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

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

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

Section 4. DENTAL INSURANCE

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

Section 5. LIABILITY INSURANCE

The District will provide liability insurance coverage for each Administrator.

ARTICLE VIII - MISCELLANEOUS BENEFITS

Section 1. MILEAGE AND EXPENSE

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

Section 2. TAX SHELTERED ANNUITY AND DEFERRED COMPENSATION PLANS

Tax sheltered annuities and deferred compensation plans, either variable or fixed, shall be made available to Administrators. Regulations and procedures are available in the Human Resources Office. The District's 403(b) Committee, comprised of members from every bargaining unit will review board policy and regulations annually for compliance with State and Federal laws.

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

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

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

Section 3. FLEXIBLE BENEFIT PLAN

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

Section 4. PROFESSIONAL MEMBERSHIPS

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

Section 5. TUITION REIMBURSEMENT

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

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

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

Section 6. PROFESSIONAL DEVELOPMENT

The District supports continuous improvement and development of all personnel. Administrators are encouraged to attend professional meetings and other activities of a professional nature. The District will pay

expenses associated with authorized professional meetings and activities. The event must be germane to the administrator's assignment. The administrator's immediate supervisor must approve the activity.

Section 7. EXCEPTIONAL SERVICE PAY

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

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

Section 8. INDEMNIFICATION

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

Section 9. JOB EVALUATIONS

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

ARTICLE IX - GRIEVANCE PROCEDURE

Section 1.

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

Section 2. LEVEL I

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

Section 3. LEVEL II

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

Section 4. LEVEL III

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

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

bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

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

Section 10.

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

LONGEVITY

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

Effective July 1, 2022, after 5 years of service as a District-wide Administrator, employees are eligible for a \$1,000 stipend; after ten years of service as a District-wide Administrator, employees are eligible for a \$2,500 stipend.

**ARTICLE X
DURATION**

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

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

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

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

Salary Schedule
July 1, 2019-2021 – June 30, 2021-2023

Level	Position	2021-2022	2022-2023
	Director of School Improvement and Student Achievement (CIA)		
	Director of Individualized Student Services (SPED)		
Step 1		\$ 141,200	\$ 144,000
Step 2		\$ 144,850	\$ 147,750
	Director of Operations, Properties, and Transportation		
	Director of Community Education		
	Director of Strategic Partnerships and Pathways		
Step 1		\$ 132,800	\$ 135,450
Step 2		\$ 136,150	\$ 138,850
	Director of Activities and Athletics		
Step 1		\$ 121,400	\$ 123,850
Step 2		\$ 124,550	\$ 127,050
	Director of Nutritional Services		
	Director of Communications		
	Special Education Supervisor		
Step 1		\$ 111,150	\$ 113,350
Step 2		\$ 114,050	\$ 116,350
	Community Education Coordinator		
Step 1		\$ 94,300	\$ 96,200
Step 2		\$ 98,600	\$ 100,550
	Adult Basic Education Coordinator		
Step 1		\$ 75,750	\$ 77,250
Step 2		\$ 78,000	\$ 79,550

BURNSVILLE EAGAN SAVAGE
Independent School District 191
Human Resources

AGENDA ITEM: V.B. 8.

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

From: Stacey Sovine
Executive Director of Human Resources

Date: January 13, 2022

RE: **Collective Bargaining Agreement with the Information Technology Specialists**

RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE REVISIONS AND READOPT THE UNCHANGED LANGUAGE IN THE 2021-2023 MASTER AGREEMENT WITH THE INFORMATION TECHNOLOGY SPECIALISTS

The District reached a tentative agreement on a new two-year contract with the Information Technology Specialists in December. There are 12 members currently within the unit. During the collective bargaining process, 5 language items were on the table for discussion. IT ratified the agreement late December.

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

- Language on holiday time
- Language on closing facilities
- Steps both years. Plus adjustments to 403(b)

Economic terms agreed to include:

- 2% increase each year on career increment steps
- 2 year increased cost \$63,000.

MASTER AGREEMENT

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

and

INFORMATION TECHNOLOGY SPECIALISTS

July 1, ~~2019~~ 2021 – June 30, ~~2021~~ 2023

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 2019-2021 - 2023

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ARTICLE I
PURPOSE

Section 1. Parties: THIS AGREEMENT, entered into between the School Board of Independent School District 191, Burnsville, Minnesota, hereinafter called the Employer, and the Information Technology Specialists, hereinafter called the Union, pursuant to and in compliance with the Public Employment Relations Act of 1971, provides the terms and conditions of employment for Information Technology Specialists during the duration of this Agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

- Section 1. Recognition: The Employer recognizes the Union as the exclusive representative, under the PELRA for all classifications listed as Information Technology Specialists.
- Section 2. Appropriate Unit: All employees in the above categories are members of the appropriate unit except those excluded under P.E.L.R.A.
- Section 3. In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job position, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE III
DEFINITIONS

- Section 1. Full-time Employees: Shall mean an employee who is assigned to work at least 1400 hours per year.
- Section 2. Union: Information Technology Specialists.
- Section 3. Union Member: A member of the Information Technology Specialists.
- Section 4. Employee: A member of the exclusively recognized bargaining unit.
- Section 5. Probationary Period: Effective July 1, 2010 all newly hired or rehired employees will have a nine (9) month (calendar) probationary period from their date of hire. After 90 working days of service, the District shall conduct a performance review. At that meeting it shall be determined if further performance reviews shall be required prior to the completion of the probationary period.
- Section 6. Employer: The Independent School District 191, Burnsville, Eagan, Savage.
- Section 7. Superintendent: Superintendent of Independent School District 191.
- Section 8. Union Officer: Officer elected or appointed by the Information Technology Specialists.

- Section 9. Duty Day: The basic duty day for most full-time employees will be eight hours in length, but employees in an exempt position are expected to work the number of hours necessary to perform their job duties and to meet the professional expectations of their job.
- Section 10. Basic Work Year: The employee work year shall correspond to the School District's fiscal year which is July 1st through the following June 30th.
- Section 11. Direction of Duties: All technology work assignments requiring the use of district property, whether regularly assigned or temporary because of outside agency rentals, are under the direction of the Information Technology Specialists.
- Section 12. Overtime: Hours worked beyond a forty-hour work week will not constitute overtime and will not result in any overtime pay or any other form of additional compensation for employees who hold an exempt position under the FLSA. Employees who hold a non-exempt position will receive one and one-half (1.5) times their regular rate of pay for all time worked in excess of forty (40) hours per week. Non-Duty days and paid holiday hours will not be counted as hours worked when determining overtime obligations in a given week. Beyond the basic duty day, all employees may be required to attend and participate in meetings and school-sponsored events and activities. Employees eligible for overtime shall be paid in the next pay period following when submission of overtime is made within the District payroll schedule.

ARTICLE IV EMPLOYER AUTHORITY

- Section 1. The employer retains the sole right to operate and manage all personnel, facilities, and equipment in accordance with applicable laws and regulations of appropriate authorities.
- Section 2. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely with in the discretion of the Employer to modify, establish or eliminate.

ARTICLE V UNION SECURITY

- Section 1. Dues Check-off: The employer shall deduct from the wages of employees who authorize such a deduction, in writing, an amount necessary to cover monthly Union dues. The Employer shall remit the collected dues to the Union monthly.
- Section 2. Steward Designation: The Union may designate employees from the bargaining unit to act as a steward and an alternate steward and shall inform the Employer, in writing, of such choice and changes in the position of steward and/or alternate steward.

- Section 3. Union Business: The Employer agrees to allow two (2) membership meetings per year on District property for the purpose of formulating wage requests and presenting final proposal. One hour of release time with no salary deduction shall be granted for each meeting. The district will provide reasonable time off to elected officers or appointed representatives of the Exclusive Representative for the purpose of conducting the duties of Exclusive Representative including, but not limited to, grievance investigation and processing and conferring with District representatives and immediate supervisors with respect to the establishment, interpretation, and application of the provisions of this Agreement. The Exclusive Representative shall notify his/her immediate supervisor at least two (2) days prior to the use of such time except in emergency situations.
- Section 4. Union Notices: The Employer shall make space available on the employee bulletin board for posting of Union notice(s) and announcement(s).
- Section 5. Hold Harmless: The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of the Article.

ARTICLE VI PERFORMANCE OF DUTIES

- Section 1. Employees must faithfully perform, at a professional level of competence, the services and duties prescribed by the District, regardless of whether such duties are specifically described in this policy, in a job description, in a notice of assignment, or in another document. Prompt and regular attendance is an essential function of each employee's job. Employees must also comply with all lawful directives issued by the Superintendent or by any other individual with supervisory authority. In addition, employees must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District. Employees may not, directly or indirectly, engage or participate in any action or conduct which conflicts in any respect with the interests of the District. Toward that end, employees may not engage or participate in any action or conduct that is inconsistent with their job duties, the basic educational mission of the District, or the desired image of the District.
- Section 2. The number of paid duty days shall not exceed two-hundred and ~~thirty-one (231)~~ **thirty (230)** days. After an employee has completed ten (10) years of district service as an Information Technology Specialist, the number of duty days shall not exceed two-hundred and ~~twenty-one (221)~~ **twenty (220)** days.

Each employee must develop a calendar identifying the employee's duty days and non-duty days between August and July 31 the following fiscal year. The employee must then submit the calendar to the employee's supervising administrator for approval. Employee modifications to the calendar may occur with reasonable notification and supervisor approval. Additional duty days may be

approved by the Superintendent. Unauthorized additional duty days will not be compensated.

Effective June 30, 2021, each employee must develop a calendar identifying the employee's duty days and non-duty days between July 1 and June 30. The employee must then submit the calendar to the employee's supervising administrator for approval. Employee modifications to the calendar may occur with reasonable notification and supervisor approval. Additional duty days may be approved by the Superintendent. Unauthorized additional duty days will not be compensated.

Section 3. Daily and Hourly Rate of Pay: In the event the District needs to determine a daily rate of pay for an exempt employee, the employee's annual salary will be divided by the number of duty days assigned to the employee. In the event the District needs to determine an hourly rate of pay for a non-exempt employee, the employee's daily rate of pay will be divided by eight hours.

Section 4. When a supervisor replaces an employee in a higher classification on a temporary appointment or for any other reason with another lower paid employee who qualifies for and performs all job functions of the higher classification for a minimum of 10 work days, the temporary replacement shall receive the higher rate of pay. A temporary appointment to replace an employee in a lower classification continues at the regular rate. Pay is retroactive to day 1 of the temporary appointment.

ARTICLE VII HOLIDAYS

Section 1. In the absence of an emergency or a change in the school calendar, employees are not expected to work on the following holidays: Independence Day, Labor Day, Thanksgiving and the day following, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Memorial Day and ~~one~~ **two** floating holidays to be scheduled with the approval of the Information Technology specialist's immediate supervisor.

Section 2. In the case of an emergency or a change in the school calendar requiring an employee to work a holiday identified in Section 1, the employee shall be awarded a floating holiday and a personal day to use within the current fiscal year. **The awarded personal day is not subject to ARTICLE X, Section 6 and may be taken without negatively impacting them for the attendance incentive.**

ARTICLE VIII CLOSING AND EMERGENCY DISMISSALS

Section 1. In the event the superintendent **cancel classes closes facilities** because of inclement weather or an emergency, the first emergency closing will be paid at the employee's daily rate of pay. In the event the **schools facilities** of the District are

closed a second time or more because of inclement weather, employees shall have a choice of working, taking a personal day or taking a non-duty day.

- Section 2. If, after arriving on the job, the employee is dismissed by the Superintendent of Schools or designee, the employee shall be compensated for the day.

ARTICLE IX
COMPENSATION

- Section 1.

2019-2020 2021-2022

	Step 1	Step 2	Step 3
TECH SPEC 1	\$ 39,350	\$ 41,050	\$ 42,800
TECH SPEC 2	\$ 54,550	\$ 56,850	\$ 59,150
TECH SPEC 3	\$ 71,550	\$ 73,700	\$ 76,000
TECH SPEC 4	\$ 81,200	\$ 83,850	\$ 86,650

2020-2021 2022-2023

	Step 1	Step 2	Step 3
TECH SPEC 1	\$ 40,150	\$ 41,850	\$ 43,650
TECH SPEC 2	\$ 55,650	\$ 58,000	\$ 60,350
TECH SPEC 3	\$ 73,000	\$ 75,150	\$ 77,500
TECH SPEC 4	\$ 82,800	\$ 85,550	\$ 88,400

- Section 2. Step Movement: Information Technology Specialists hired after January 1st shall not advance a step until July 1st the following calendar year. Thereafter, Information Technology Specialists will advance one step on July 1st, provided they have successfully completed a year of service.
- Section 3. At the time of employment, relevant outside experience may be considered for appropriate step placement.
- Section 4. Stipend: Effective July 1, 2011, a Video Production Technology Stipend in the amount of \$3,500 will be paid to the Information Technology Specialist who prepares and edits the Board of Education's monthly meeting and district's monthly cable show. Special board meetings in excess of 23 per year, shall be compensated at \$100 per meeting, provided the meeting requires significant preparation and time.
- Section 5. Longevity: Effective July 1, 2011, after ten (10) years of service within the unit, an Information Technology Specialist will receive \$1,000 above their base salary. After fifteen (15) years of service, an Information Technology Specialist will receive \$1,500 above their base salary. After twenty (20) years of service, an Information Technology Specialist will receive \$2,500 above their base salary.

ARTICLE X
LEAVES

- Section 1. Sick Leave: Each full-time employee will earn sick leave at the rate of seventeen (17) days per school year and may accumulate a maximum of 150 days of sick leave. Part-time employees will earn sick leave on a prorated basis. An employee's use of sick leave is subject to the following conditions:
- a. The Superintendent may allow an employee to use up to five days of annual sick leave in advance of the monthly accrual, but the advance of sick leave will be deducted from subsequent accrual in that year. Any absences due to illness that are in excess of the employee's accumulated sick leave and annual accrual will be without pay.
 - b. An employee may use accumulated sick leave whenever he/she is absent due to illness or a serious health condition that prevents his/her attendance or the performance of his/her job duties; to care for a sick or injured child; and for any other reason expressly permitted by state or federal law. An employee may use up to five (5) days of accumulated sick leave to care for a spouse who is suffering from an illness or serious health condition. In addition, an employee may use up to one (1) day of accumulated sick leave per school year to attend the funeral of an individual who is not in the employee's immediate family. Sick leave may not be used to conduct personal business.
 - c. If the employee reports being absent due to illness or serious health condition, the District may require the employee to provide a certification from a qualified physician stating that the absence was due to an illness or a serious health condition. The District will make the final determination as to whether the employee is entitled to receive sick leave for a given absence.
 - d. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of accumulated sick leave.
- Section 2. Bereavement Leave: An employee may take up to five (5) days of paid bereavement leave per year for any death(s) that occurs in the employee's immediate family. For purposes of this Agreement, "immediate family" includes a spouse, children, parents, siblings, grandparents, grandchildren, and in-laws (mother-in-law, father-in-law, son-in-law, brother-in-law, and sister-in-law). The Superintendent may, in his/her sole discretion, grant up to ten (10) additional days of bereavement leave per school year for reasons such as multiple deaths in the immediate family and out-of-state funerals.
- Section 3. Personal Leave: An employee may take up to ~~two (2)~~ **one (1)** days of paid personal leave each school year. The employee must obtain permission from his/her supervising administrator to take personal leave on a given day. The Superintendent or the supervising administrator may deny any request for personal leave at a given time based upon the Superintendent's or administrator's assessment of the needs of the District. Days of personal leave do not accumulate and will be forfeited if they are not used. Upon separating from employment with

the District for any reason, an employee will have no right to receive any compensation for any unused days of personal leave.

Section 4. Jury Duty: An employee who is called for jury duty will be reimbursed for the difference between the amount paid for serving on the jury and the employee's regular salary during the period of service. To the extent possible, employees will be expected to report or otherwise perform their regular duties when temporarily excused from attending court.

Section 5. Other Types of Leave: To the extent required by law, the District will grant other types of leave. In addition, the School Board may, in its discretion, grant additional types of leave that are not required by law.

Section 6. An employee who as of July 1 (a) has accumulated leave time in excess of three hundred and sixty (360) hours determined as of June 15th of the same tax year, and (b) has taken one (1) or less leave days in the current school year shall have sufficient leave days converted at the rate equal to seven hundred fifty dollars (\$750) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.

An employee who as of July 1 (a) has accumulated leave time in excess of three hundred and sixty (360) hours determined as of June 15th of the same tax year, and (b) has taken more than one (1) leave day up to three (3) leave days in the current school year shall have sufficient leave days converted at the rate equal to four hundred fifty dollars (\$450) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.

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

The conversion rate for leave days shall be one hundred fifty dollars (\$150) per day.

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

ARTICLE XI GROUP INSURANCE

Section 1. Insurance Benefits: As described below, the District will contribute toward the cost of the premium for certain types of insurance for full-time employees who otherwise qualify for and enroll in the insurance policy, plan, or program. The District will select the insurance policies, plans, and programs. To the extent permitted by law, upon separating from employment with the District a former employee may continue to participate in a group health insurance plan, but such participation will be at the former employee's sole expense.

- a. Single Health and Hospitalization Insurance. The District will contribute an amount equal to 100% of the composite premium for an employee who works 30 hours or more and who enrolls the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- b. Dependent Health and Hospitalization Insurance. The District will contribute an amount equal to 80% of the composite premium for an employee who works 30 hours or more and who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- c. Both Spouses Employed: If an employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.
- d. Dental Insurance: The District will pay 100% of the premium for single or dependent coverage for a full-time employee who elects to participate in the District's group dental plan.
- e. Group Term Life Insurance: All employees shall be provided life and dismemberment insurance coverage in the amount of \$50,000 at District expense, subject to the insurance company's terms and conditions. Effective July 1, 2005, Information Technology Specialists will each purchase an additional \$100,000 of life insurance. All District participation and contribution shall cease effective on the last working day. However, upon separation from employment, employees may continue coverage in the group plan, at the employee's expense, pursuant to COBRA extensions provided in state and federal statutes.
- f. Long-Term Disability (LTD) Insurance: Income Protection coverage will be provided each employee at District expense. Upon request, Information Technology Specialists may supplement LTD payments with 20 days of accrued personal sick leave on a fractional basis (1/3) of a day to yield up to 60 days of full pay.
- g. Disclaimer: No claim or cause of action may be brought against the District for any claim that is not covered or paid by insurance. The District is not insuring or guaranteeing that any particular claim will be paid or covered by any insurance policy, plan, or program, or that any specific amount will be paid out under any policy, plan, or program. Any description of insurance benefits in this policy is intended to be general and informational only and is subject to change in the discretion of the School Board. The eligibility of any

particular employee and the employee's dependent(s) is governed by the terms of the actual insurance policy, plan, or program. The District's only obligation is to make the premium contributions that are identified in this policy, as it currently is written or as amended at any time in the future, for full-time employees who otherwise qualify for and enroll in the particular insurance plan or program.

ARTICLE XII BENEFIT PLANS

- Section 1. Flexible Benefit Plan: The School District will establish a Flexible Benefit Plan under IRS Code 125. Regulations and procedures will be available in the Human Resources Office. A board policy and accompanying regulations will be developed and updated annually to comply with IRS Regulations.
- Section 2. Tax Sheltered Annuity and Deferred Compensation Plans: Tax sheltered annuities and deferred compensation plans, either variable or fixed, are available. Regulations and procedures are available in the Human Resources Office. Board Policy and regulations will be updated annually for compliance with State and Federal Laws. **Effective July 1, 2007, the District will match up to \$750 per year to an approved Minnesota deferred compensation program. In the tenth year of service, the district will contribute \$1,000.** Effective July 1, 2020, the District will match up to \$750 per year to an approved Minnesota deferred compensation program. Beginning the second year of service, the district will contribute \$1,500. **Effective July 1, 2022, the District will match up to \$1,500 per year to an approved Minnesota deferred compensation program. Beginning the second year of service, the district will contribute \$2,250. After ten (10) years of service within the unit, an Information Technology Specialist will receive up to \$3,000 match from the District.**
- Section 3. Post-Retirement Healthcare Savings Plan: Effective July 1, 2006, the District will contribute \$750.00 for each I.T. Specialist to the Minnesota State Retirement System's Post-Retirement Healthcare Savings. **In the tenth year of service the district will contribute \$1,150. If an employee leaves employment prior to the end of the fiscal year, the contribution amount will be prorated.**

ARTICLE XIII SENIORITY

- Section 1. Employee seniority shall be determined by the employee's length of continuous employment in the bargaining unit.
- Section 2. Seniority lists will be published by the Employer on January 1st of each year.
- Section 3. Probationary periods can be extended up to an additional 90 calendar days by mutual agreement between the Employer and the Union.

Section 4. During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the Employer.

Section 5. In the event conditions necessitate a reduction of bargaining unit employees within any position title classification, the following procedure will be used:

Seniority will decide any reduction. The least senior person in any group based on the employee's seniority pursuant to Section 1 of this Article to be reduced will be the first one laid off, and the next in line would follow, and so on, until the reduction has been met, providing the remaining employees have the ability to perform the work required. Position by group shall be the determining factor and any employee eliminated shall then have the right to displace the next least senior employee in the same group or successively lower groups. A junior employee may not displace a senior employee.

Upon rehiring, the laid off employee with the most seniority shall be the first recalled. Employees laid off shall hold recall rights for a period of one year. Employees rejecting re-employment shall forfeit recall rights. In no case shall an employee displace an employee with more seniority or an employee in a higher classification.

ARTICLE XIV DISCIPLINE

Section 1. The employer will discipline employees for just cause only. Upon investigation and finding of facts, the employer shall give the affected employee and the steward a written letter explaining such findings. Discipline will be in one or more of the following forms: a) Letter of Reprimand, b) Letter of Deficiency, c) suspension, d) demotion, or e) discharge.

Section 2. Suspension, demotions, and discharges will be in written form.

Section 3. Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be presented, read, and the employee given an opportunity to sign. Employees and the Union will receive a copy of such reprimands and/or notices.

Section 4. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

Section 5. Any material in the employee's permanent personnel file may be reproduced at the request of the employee and cost of reproduction paid by the employee.

Section 6. Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union Representative present at such questioning.

- Section 7. Written directives or conference summaries which are not disciplinary but which were created by a supervisor and given to the employee to more clearly define performance expectations may be used in disciplinary actions when the purpose is to establish that the employee should have been aware of those expectations.

ARTICLE XV
EMPLOYEE RIGHTS - GRIEVANCE

Section 1. Definitions.

Subd. 1. Grievance: A grievance is defined as a dispute or disagreement as the interpretation or application of the specific terms and conditions of this Agreement.

Subd. 2. Days: Days shall mean workdays.

Section 2. Union Representatives: The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors.

Section 3. Processing of a Grievance: It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours. However, the employee and the Union representative must have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work program of the Employer.

Section 4. Procedure:

Subd. 1. Step 1: An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer on the proper form. The Supervisor will meet and discuss the allegation within five (5) days of notification and give an answer to such Step 1 grievance within ten (10) days after the meeting.

Subd. 2. Step 2: In the event the grievance is not resolved in Step 1, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within ten (10) days after receipt of the decision in Step 1. If a grievance is properly appealed to the Superintendent of Schools, the Superintendent shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent shall issue a decision in writing to the parties involved.

- Subd. 3. Step 3: A grievance unresolved in Step 2 and appealed to Step 3 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended.

Section 5. Arbitrator's Authority

- Subd. 1. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

- Subd. 2. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union subject, however, to the limitations of arbitration decisions as provided in P.E.L.R.A. of 1971 as amended, and shall be based solely on this Agreement and to the facts of the grievance presented.

- Subd. 3. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

- Section 6. Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

ARTICLE XVI
MISCELLANEOUS

- Section 1. Employees who must use their car for School District purposes during the regular working day are entitled to reimbursement for such mileage according to current District policy. In order to be reimbursed, employees must use the proper form and should submit forms on a monthly basis.

- Section 2. Tuition Reimbursement: The District will reimburse tuition costs to each member of this unit hired prior to July 1, 2000, for approved coursework that is of benefit to

the District. Advance approval and verification of successful completion are required. Tuition will not be paid to members of this unit while on leave. For every 32 college semester credits completed an Information Technology specialist will pledge two years of service to the District. In the event an Information Technology specialist leaves prior to fulfilling this commitment; he/she must refund the District tuition expenses.

Effective July 1, 2014, for employees hired into the unit after July 1, 2006, shall be eligible for up to \$1,000 in tuition reimbursement on an annual basis for college coursework germane to their assignment and of benefit to the district. All coursework must be preapproved by the Executive Director of Human Resources. The employee must earn at least a C or a Passing grade in a Pass/Fall system in order to be eligible for tuition reimbursement.

Effective July 1, 2014, employees hired into the unit after July 1, 2006, shall be eligible for up to \$1000 in reimbursement on an annual basis for certification coursework germane to their assignment and of benefit to the district. All coursework must be preapproved by the Executive Director of Human Resources.

- Section 3. Work Stoppages: In the event of a strike or work stoppage by other employees, it is mutually agreed that Information Technology Specialists covered by this Agreement shall be on duty and carry out policy, rules, and assignments as may directed by the Employer. The Employer reserves the right to make whatever directives that are in the Employer's judgment necessary for the operation or protection of District programs and facilities. The members agree that it will not directly or indirectly engage in, support, or assist in any strike against the employer.
- Section 4. Professional Development: The District will pay expenses associated with authorized attendance at conferences and seminars germane to an Information Technology specialist's assignment. Attendance and expenses require advance authorization of the Information Technology specialists' supervisor.
- Section 5. Retirement Age: Retirement age shall be that determined by applicable statutes.
- Section 6. Position Elimination: For an Information Technology Specialist hired prior to July 1, 2000, who leaves the District because of a discontinued position, and choose not to exercise their seniority rights under Article XIII, shall receive two (2) days pay for each year of service in the District. An Information Technology Specialist will not receive severance if he/she voluntarily resigns from a position or if he/she is terminated for cause.

ARTICLE XVII DURATION

- Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing as of the effective date of this Agreement through June 30, ~~2021~~ 2023. If either party desires to modify or amend this Agreement

commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to the expiration of this Agreement.

In the event a new Agreement is not in effect on July 1, ~~2021~~ 2023, all terms of this contract will remain in effect as set forth in this Agreement until a successive Agreement is in effect.

Section 2. This Agreement constitutes the full and complete Agreement between the School Board and the Union. The provisions herein relating to terms and conditions of employment supersede and take precedence over any and all prior agreements inconsistent with these provisions.

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

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

Section 5. Any provision contained in any previous Master Agreement and not contained in this Agreement is no longer valid or applicable after July 1, ~~2021~~ 2023.

IN WITNESS WHEREOF, The parties have signed this Agreement:

For: IN WITNESS WHEREOF, The parties have signed this Agreement:

For: Information Technology Specialists

For: Independent School District 191

Union Lead Negotiator

District Chief Negotiator

Union Steward

Board Chair

Date

Board Clerk

Date

BURNSVILLE EAGAN SAVAGE
Independent School District 191
Human Resources

AGENDA ITEM: V.B.9.

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

From: Stacey Sovine
Executive Director of Human Resources

Date: January 13, 2022

RE: **Proposed adoption of the Terms and Conditions of Employment for Community Education Employees of Independent School District 191.**

RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE PROPOSED REVISIONS AND RE-ADOPT THE UNCHANGED LANGUAGE IN THE 2021 - 2023 TERMS AND CONDITIONS OF EMPLOYMENT FOR THE COMMUNITY EDUCATION EMPLOYEES OF INDEPENDENT SCHOOL DISTRICT #191.

There are over 150 full-time, part-time, and seasonal Community Education employees. The Terms are reviewed and updated every two years. Positions under these Terms are considered At-Will unless a State License is specifically required under statute. Employees under the Terms receive salary packages in alignment with comparable positions in other units and are in compliance under Pay Equity regulations by the state.

Economic terms include:

Total

- 2% increase each year on the salary schedule
- Increased cost \$220,000

**2019-2021-2023 GENERAL TERMS AND CONDITIONS OF EMPLOYMENT:
COMMUNITY EDUCATION EMPLOYEES**

Purpose. This policy outlines the general terms and conditions of employment for Community Education employees (“employee” or “employees”) of Independent School District No. 191, Burnsville (“District” or “School Board”). This policy does not create an express or implied contract between any employee and the District. The School Board may modify this policy at any time, without prior notice, as the Board sees fit. The terms and conditions in this policy will remain in effect until the Board modifies this policy.

Community Education Employees. For purposes of this policy, individuals holding any of the following positions are deemed to be “Community Education employees”:

Coordinator Levels I, II, and III, Program Specialists, Program Supervisors, Program Associates, and Program Assistants.

This Policy does not apply to independent contractors who provide services to the School District’s Community Education Program.

At-Will Employment. The employees covered by this policy are employed on an at-will basis regardless of any statements, representations, procedures, or other policies that may be made or promulgated by the District or its agents or representatives. As a result, the District may discipline or discharge an employee as the District sees fit and for any reason that is not unlawful. The District is not required to show cause when disciplining or discharging an employee. Employees may resign from the District at any time and for any reason. This paragraph does not apply to any employee who is required to hold a license from the Minnesota Department of Education or the Minnesota Board of Teaching.

Performance of Duties. Employees must faithfully perform, at a professional level of competence, the services and duties prescribed by the District, regardless of whether such duties are specifically described in this policy, in a job description, in a notice of assignment, or in another document. Prompt and regular attendance is an essential function of each employee’s job. Employees must also comply with all lawful directives issued by the Superintendent or by any other individual with supervisory authority. In addition, employees must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District. Employees may not, directly or indirectly, engage or participate in any action or conduct which conflicts in any respect with the interests of the District. Toward that end, employees may not engage or participate in any action or conduct that is inconsistent with their job duties, the basic educational mission of the District, or the desired image of the District.

Assignment. The annual, weekly and daily work schedule for Community Education employees shall be determined by the School District. Work schedules shall include the start and end times of a work day. Daily, weekly or annual work assignments are subject to modification by the School District. Employees who are assigned to work more than six (6) hours a day will be provided an unpaid duty-free lunch period of 1/2 hour.

- a. **Definitions. Full-Time Employees:** Full-time employees are employees assigned at the start of a fiscal year to work a minimum of 1,560 hours in a single position during the fiscal year (July 1 – June 30).

Part-Time Employees: Effective July 1, 2019, part-time employees are employees assigned at the start of a fiscal year with a base assignment schedule to work a minimum of 725 hours but less than 1,560 hours. Additional seasonal, substitute, or temporary assignment hours do not apply.

Seasonal, Substitute Or Temporary Employees: Effective July 1, 2015, employees who work an irregular, infrequent or on an “as-needed” basis or work a temporary or seasonal position for no more than 3 months for 724 hours or less in a single position or combination of positions during the fiscal year are casual, substitute or temporary employees.

- b. **Overtime.** Employees who hold a non-exempt position will receive one and one-half (1.5) times their regular rate of pay for all time worked in excess of forty (40) hours per week. Vacation days, personal days, compensatory time, or sick leave and paid holiday hours will not be counted as hours worked when determining overtime obligations in a given week. Overtime must be pre-approved by the employee’s Director. Employees may elect compensatory time off in lieu of overtime pay, as mutually agreed upon between the employee and Director. Such election must be made on the date overtime is assigned/approved. If compensatory time is elected, the employee must specify the date(s) that the compensatory time will be taken, and such date(s) must be within the same pay period or if sufficient time does not exist within the same pay period, no later than the end of the following pay period. Beyond the basic duty day, all employees may be required to attend and participate in meetings and school-sponsored events and activities.
- c. **Modification of assignment.** The Executive Director of Human Resources may reassign an employee or modify an employee’s assignment at any time and for any reason. In addition, the Executive Director of Human Resources may modify an existing job description for an employee’s position or create a new job description at any time.
- d. **Temporary Assignments.** A Community Education employee who temporarily replaces an employee in a higher Pay Grade for an assignment of 30 or more consecutive working days, shall be paid the wage for the higher Pay Grade retroactive to the first day of the assignment. The step level of the employee shall not be changed (increased or decreased) during a temporary assignment.

Individual Contracts. In accordance with Minnesota law, the District will issue an individual contract to each employee who is required to hold a license from the Minnesota Department of Education or the Minnesota Board of Teaching.

Compensation. The Board will determine the compensation of each employee covered by this policy. For the ~~2019-2020~~ 2021-2022 school year and the ~~2020-2021~~ 2022-2023 school year, the Board will set wages for employees in Wage Schedules A and B of this Policy. Wages for casual, substitute or temporary employees is set forth in Wage Schedule C of this Policy.

Step Placement/Advancement.

- a. The Step levels (Steps 1 through 7) of Wage Schedules A and B of this Policy shall apply only to full-time and part-time employees. New hires or employees who are assigned to a different position shall be placed at an initial step level, as determined by the School District, based on the employee's background and experience.
- b. Full-time and part-time employees covered by Wage Schedule A and B shall be eligible for step advancement, as determined by the School District, based on assessment of the employee's performance. Step advancement shall be determined on July 1 of each fiscal year. Employees hired prior to January 1 shall be eligible for step advancement on July 1. Employees hired after January 1 shall not be eligible for step advancement until July 1 of the following calendar year.

Additional Compensation.

- a. Beginning July 1, 2015, employees who successfully complete ten (10) years of consecutive years of service in the Community Education Department as a full-time or part-time employee, as defined in this Policy, shall receive an additional \$1.00 per hour above their hourly base rate of pay. Employees who successfully complete fifteen (15) consecutive years of employment in the Community Education Department as a full-time or part-time employee, as defined in this Policy, will receive an additional \$1.50 per hour above their hourly base rate of pay. Employees who successfully complete twenty (20) years of consecutive years of service in the Community Education Department as a full-time or part-time employee, as defined in this Policy, shall receive an additional \$2.00 per hour above their hourly base rate of pay.
- b. Effective July 1, 2015, full-time and part-time employees, as defined in this Policy, who received longevity pay prior to July 1, 2015 shall continue to accrue longevity credit without loss of previous experience. Individuals that did not receive longevity pay will accrue credit beginning July 1, 2015.
- c. Effective July 1, 2011, seasonal, substitute or temporary employees, as defined in this Policy, who were employed prior to July 30, 2005 and who have successfully completed ten (10) years of consecutive years of service in the Community Education Department, shall receive an additional \$1.00 per hour above their hourly base rate of pay. Employees who have successfully completed fifteen (15) consecutive years of employment in the Community Education Department, will receive an additional \$1.50 per hour above their hourly base rate of pay.

Daily Rate of Pay. In the event the District needs to determine a daily rate of pay for an employee, the employee's annual salary will be divided by the number of duty days assigned to the employee.

Holidays. In the absence of an emergency or a change in the school calendar, employees are not expected to work on the following holidays:

- | | |
|-----------------------|------------------------------|
| 1. New Year's Eve Day | 6. Thanksgiving Day |
| 2. New Year's Day | 7. Day after Thanksgiving |
| 3. Memorial Day | 8. Christmas Eve Day |
| 4. Independence Day | 9. Christmas Day |
| 5. Labor Day | 10. One (1) Floating Holiday |

Holiday pay applies to 261 day, full-time employees. Holiday pay shall be prorated for full-time employees who are assigned less than an eight hour work day. Floating Holiday must be approved by supervisor prior to taking. Part-time and seasonal, substitute or temporary employees shall not be entitled to paid holidays.

Insurance Benefits. As described below, the District will contribute toward the cost of the premium for certain types of insurance for full-time employees who otherwise qualify for and enroll in the insurance policy, plan, or program. The District will select the insurance policies, plans, and programs. To the extent permitted by law, upon separating from employment with the District a former employee may continue to participate in a group health insurance plan, but such participation will be at the former employee's sole expense.

- a. **Single Health and Hospitalization Insurance.** The District will contribute an amount equal to 95% of the composite premium for an eligible employee who enrolls in the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 shall be redirected to the employee's HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- b. **Dependent Health and Hospitalization Insurance.** The District will contribute an amount equal to 70% of the composite premium for an eligible employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 shall be redirected to the employee's HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction. Effective July 1, 2019 this plan will only be available to employees currently enrolled in the plan prior to July 1, 2019.
- c. **Dental Insurance.** The District will pay the equivalent of 100% of the premium for single insurance toward either single or dependent coverage for a full-time employee who elects to participate in the District's group dental plan.

- d. **Group Term Life Insurance.** The District will pay 100% of the premium for a group term life insurance policy with a death benefit of twenty thousand dollars (\$20,000) for each full-time employee who qualifies for life insurance.
- e. **Long-Term Disability (LTD) Insurance.** Income Protection coverage will be provided each full-time employee at District expense. Disability pay will be governed by the policy in effect. After a Community Education employee has been ill or disabled for the qualifying period identified in the plan, the employee may use sick leave on a .33 fractional basis, together with the income protection plan. Twenty (20) full sick days per eligible illness may be used in this manner, provided the employee has sufficient accumulated days.
- g. **Disclaimer.** No claim or cause of action may be brought against the District for any claim that is not covered or paid by insurance. The District is not insuring or guaranteeing that any particular claim will be paid or covered by any insurance policy, plan, or program, or that any specific amount will be paid out under any policy, plan, or program. Any description of insurance benefits in this policy is intended to be general and informational only and is subject to change in the discretion of the School Board. The eligibility any particular employee and the employee's dependent(s) is governed by the terms of the actual insurance policy, plan, or program. The District's only obligation is to make the premium contributions that are identified in this policy, as it currently is written or as amended at any time in the future, for full-time employees who otherwise qualify for and enroll in the particular insurance plan or program.

Personal Time: Personal Time applies to full-time employees. An employee may take up to two (2) days of paid personal leave each school year. The employee must obtain permission from his/her supervising administrator to take personal leave on a given day. The supervising administrator may deny any request for personal leave at a given time based upon the administrator's assessment of the needs of the District. Days of personal leave do not accumulate and will be forfeited if they are not used. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of personal leave.

Sick Leave. Each full-time employee will earn sick leave at the rate of thirteen (13) days per school year and may accumulate a maximum of 60 days of sick leave. Part-time employees will earn sick leave on a prorated basis. An employee's use of sick leave is subject to the following conditions:

- a. The Superintendent may allow an employee to use up to five days of annual sick leave in advance of the monthly accrual, but the advance of sick leave will be deducted from subsequent accrual in that year. Any absences due to illness that are in excess of the employee's accumulated sick leave and annual accrual will be without pay.
- b. An employee may use accumulated sick leave whenever he/she is absent due to illness or a serious health condition that prevents his/her attendance or the performance of his/her job duties; to care for a sick or injured child who is eighteen years of age or younger; and for any other reason expressly permitted by state or federal law. An

employee may use up to five (5) days of accumulated sick leave to care for a spouse who is suffering from an illness or serious health condition. In addition, an employee may use up to one (1) day of accumulated sick leave per school year to attend the funeral of an individual who is not in the employee's immediate family. Sick leave may not be used to conduct personal business.

- c. If the employee reports being absent due to illness or serious health condition, the District may require the employee to provide a certification from a qualified physician stating that the absence was due to an illness or a serious health condition. The District will make the final determination as to whether the employee is entitled to receive sick leave for a given absence.
- d. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of accumulated sick leave.
- e. Effective July 1, 2015, an employee who as of July 1 has accumulated leave time in excess of two hundred and eighty (280) hours determined as of June 15th of the same tax year, and has taken one (1) or less leave days in the concluding fiscal year shall have sufficient leave days converted at the rate equal to three hundred dollars (\$300) which shall be contributed to an active ISD 191 approved 403(b) plan by the July 15th payroll.

An employee who as of July 1 has accumulated leave time in excess of two hundred and eighty hours (280) hours determined as of June 15th of the same tax year, and has taken more than 1 leave day up to three (3) leave days in the concluding fiscal year shall have sufficient leave days converted at the rate of equal to one hundred fifty dollars (\$150) which shall be contributed to an active ISD 191 approved 403(b) plan by the July 15th payroll.

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

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

Effective July 1, 2015 the conversion rate for leave days shall be fifty dollars (\$50) per day.

Bereavement Leave. An employee may take up to five (5) days of paid bereavement leave per year for any death(s) that occurs in the employee's immediate family. For purposes of this Agreement, "immediate family" includes a spouse, children, parents, siblings, grandparents, grandchildren, and in-laws (mother-in-law, father-in-law, son-in-law, brother-in-law, and sister-in-law). The Executive Director of Human Resources may, in his/her sole discretion, grant up to ten (10) additional days of

bereavement leave per school year for reasons such as multiple deaths in the immediate family and out-of-state funerals.

Vacation.

- a. **Eligibility.** Vacation pay applies to 261 day, full-time employees. Employees scheduled to work less than 261 days, part-time and casual, substitute or temporary employees are not eligible for paid vacation.
- b. **Vacation Accrual and Use.** Ten (10) paid vacation days shall be credited to each eligible employee at the beginning of each fiscal year (July 1). A vacation day shall be paid in an amount equivalent to the hours of an employee's assigned work day. Vacation leave must be scheduled in advance with the employee's immediate supervisor. Vacation leave credited to an employee must be taken during the same fiscal year, or within the following twelve (12) months, or it is forfeited.
- c. **Additional Vacation Leave.** Eligible employees at Pay Grade 4 and above shall be credited with additional paid vacation leave each fiscal year as follows: eight (8) hours of paid vacation leave multiplied by the employee's consecutive years of employment with the Community Education Department, up to a maximum of an additional 64 hours of vacation leave in a fiscal year. Under no circumstances may an employee's paid vacation leave exceed 18 days.
- d. **Termination.** If an employee leaves the district in good standing, the employee shall be paid for unused vacation leave prorated by the actual time worked in the fiscal year of termination. If on the date of termination the employee has taken more vacation leave than his/her prorated vacation leave, he/she shall be required to pay the difference back to the District.

Parental Leave. Full-time and part-time employees may apply for an unpaid parental leave. Such applications must be submitted to the Executive Director of Human Resources, and leaves may be granted solely at the discretion of the School Board. The terms of unpaid parental leaves are as follows:

- a. A parental leave of absence may be granted for a period of time immediately subsequent to the birth of an employee's child, or in the case of adoption, for a period of time immediately after a child is physically placed with the employee.
- b. Under no circumstances will unpaid parental leave be granted pursuant to this Section unless the employee applies at least two (2) calendar months prior to the estimated date of the child's birth or adoption.
- c. The length of an unpaid parental leave pursuant to this Section is at the discretion of the School District. An employee may apply to extend a parental leave of absence; however, under no circumstances will a parental leave of absence exceed two (2) fiscal years. Employees on unpaid parental leave of absence pursuant to this Section shall be

eligible to continue coverage under the School District's group health/dental insurance plans, if the employee would otherwise be eligible as an active employee, subject to the limitations of the insurance carrier and COBRA. The employee shall be responsible for the full cost of premiums during continued participation in the School District's group health insurance plans during a parental leave of absence.

- d. Employees on unpaid parental leaves of absence pursuant to this Section shall not receive step advancement or any other increase in wages during the period of their leave, nor shall the period of the leave of absence be counted toward eligibility for longevity pay under the applicable Wage Schedule.

Jury Duty. An employee who is called for jury duty will be reimbursed for the difference between the amount paid for serving on the jury and the employee's regular salary during the period of service. To the extent possible, employees will be expected to report or otherwise perform their regular duties when temporarily excused from attending court.

Other Types of Leave. To the extent required by law, the District will grant other types of leave. In addition, the School Board may, in its discretion, grant additional types of leave that are not required by law.

Emergency Dismissal. If a Community Education employee is notified not to report to work due to inclement weather or an emergency situation, he/she shall not be paid for that work day(s). If a Community Education employee is dismissed during a work day by authority of the Executive Director of Human Resources, he/she shall be paid wages for actual time worked up to the time of notification of dismissal. Notification that school is cancelled or delayed for children is NOT notification that Community Education employees are excused from work, and they are expected to report to work unless otherwise directed by the Executive Director of Human Resources or his/her designee.

Expense Reimbursement. The District will reimburse employees for mileage and reasonable expenses of job related activities. Employees may be given time to participate in professional conferences and seminars, and will be reimbursed for reasonable expenses associated with attending such conferences and seminars, provided that the conference or seminar was approved in advance by the supervising administrator or the Superintendent. To obtain reimbursement, employees must submit the required forms in accordance with School Board policy.

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

Matching Contribution Eligibility. Employees may participate in a tax- sheltered annuity pursuant to United States Public Law No. 87-370, Minnesota Statutes section 123B.02, subdivision 15, and School District policy. To the extent permitted by federal and state law, including Minnesota Statutes section 356.24, the District will match up to \$500.00 per year to an approved Minnesota deferred compensation program for an employee who has completed one year of service with the District. Part-

time employees will receive a pro-rated contribution to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1.

- a. **Employees on Leave.** An employee on an unpaid leave of absence is not eligible to participate in the plan.
- b. **Plan Year Begins July 1.** The annual year for the School District contributions is July 1 through June 30. Changes in District matching amounts must occur on July 1 of each year.
- c. **Employee Application.** Employees must apply to participate in the eligible TSA plan by July 1 for upcoming school year. Once an eligible employee elects to participate in the TSA investment program, the election will remain in effect for that school year and for each subsequent year unless modified by the employee.
- d. **Compliance with Federal and State Laws.** The plan is subject to applicable code provisions of the Minnesota Statutes, IRS Code Section 403(b).
- e. **Enrollment Limited to Participating Companies.** Tax sheltered annuity purchases will be limited to companies approved by the District.
- f. **Maximum District Contribution.** The amount the District contributes to an employee's matching TSA plan may not exceed thirty thousand dollars (\$30,000) during the employee's entire period of employment with the District.

Section 457 Plan. Employees are eligible to participate in Section 457 deferred compensation plans, subject to applicable state and federal law. Elective deferrals must be with vendors approved by the School District and on file with the Office of Human Resources. The School District shall not make matching contributions to a Section 457 Plan.

Independent School District No. 191 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, or age.

CHILD CARE PROGRAMS
 READY TO GROW, READY TO LEARN, PROJECT KIDS
 261 DAY FULL AND PART-TIME EMPLOYEES

Effective July 1, 2021

Pay Grade	Title	Step 1/2	Step 3/4	Step 5/6	Step 7
9	CCP Coordinator III	\$24.95	\$26.65	\$28.35	\$29.55
7	CCP Coordinator I	\$19.95	\$21.65	\$22.90	\$24.15
6	CCP Supervisor	\$14.90	\$16.00	\$17.30	\$18.10
5	CCP Associate	\$13.55	\$14.50	\$15.55	\$16.40
4	CCP Assistant	\$10.35	\$11.20	\$11.60	\$12.20

Effective July 1, 2022

Pay Grade	Title	Step 1/2	Step 3/4	Step 5/6	Step 7
9	CCP Coordinator III	\$25.45	\$27.20	\$28.95	\$30.15
7	CCP Coordinator I	\$20.35	\$22.10	\$23.40	\$24.65
6	CCP Supervisor	\$15.20	\$16.35	\$17.65	\$18.50
5	CCP Associate	\$13.85	\$15.90	\$15.90	\$16.75
4	CCP Assistant	\$10.60	\$12.45	\$11.85	\$12.45

CHILD CARE PROGRAMS
 READY TO GROW, READY TO LEARN, PROJECT KIDS
 200 DAY FULL AND PART-TIME EMPLOYEES

Effective July 1, 2021

Pay Grade	Title	Step 1/2	Step 3/4	Step 5/6	Step 7
9	CCP Coordinator III	\$24.95	\$26.65	\$28.35	\$29.55
8	VPK Coordinator II	\$21.65	\$23.20	\$24.70	\$25.75
6	CCP Supervisor	\$14.90	\$16.00	\$17.30	\$18.10
5	CCP Associate	\$13.55	\$14.50	\$15.55	\$16.40
4	CCP Assistant	\$10.35	\$11.20	\$11.60	\$12.20

Effective July 1, 2022

Pay Grade	Title	Step 1/2	Step 3/4	Step 5/6	Step 7
9	CCP Coordinator III	\$25.45	\$27.20	\$28.95	\$30.15
8	VPK Coordinator II	\$22.10	\$23.70	\$25.20	\$26.30
6	CCP Supervisor	\$15.20	\$16.35	\$17.65	\$18.50
5	CCP Associate	\$13.85	\$15.90	\$15.90	\$16.75
4	CCP Assistant	\$10.60	\$12.45	\$11.85	\$12.45

PART DAY EARLY CHILDHOOD PROGRAMS
PRESCHOOL, PREKINDERGARTEN AND ECFE SUPPORT
208 DAY FULL AND PART-TIME EMPLOYEES

Effective July 1, 2021

Pay Grade	Title	Step 1/2	Step 3/4	Step 5/6	Step 7
8	VPK Coordinator II*	\$21.65	\$23.20	\$24.70	\$25.75
5	EC Associate	\$13.55	\$14.50	\$15.55	\$16.40

Effective July 1, 2022

Pay Grade	Title	Step 1/2	Step 3/4	Step 5/6	Step 7
8	VPK Coordinator II*	\$22.10	\$23.70	\$25.20	\$26.30
5	EC Associate	\$13.85	\$15.90	\$15.90	\$16.75

PART DAY EARLY CHILDHOOD PROGRAMS
(PRESCHOOL, PRE-KINDERGARTEN AND ECFE SUPPORT)
PRESCHOOL, PREKINDERGARTEN AND ECFE SUPPORT
184 DAY FULL AND PART-TIME EMPLOYEES

Effective July 1, 2021

Pay Grade	Title	Step 1/2	Step 3/4	Step 5/6	Step 7
8	VPK Coordinator II*	\$21.65	\$23.20	\$24.70	\$25.75
5	EC Associate	\$13.55	\$14.50	\$15.55	\$16.40

Effective July 1, 2022

Pay Grade	Title	Step 1/2	Step 3/4	Step 5/6	Step 7
8	VPK Coordinator II*	\$22.10	\$23.70	\$25.20	\$26.30
5	EC Associate	\$13.85	\$15.90	\$15.90	\$16.75

*VPK Coordinator II rates may be impacted pending renewal of VPK grant and funding. If the grant expires or funding is no longer available the rates will revert to the identified amounts in Schedules A and B.

**RATE SCHEDULE A
FOR FULL AND PART-TIME EMPLOYEES**

Effective July 1, 2021

Pay Grade	Title	Step 1/2	Step 3/4	Step 5/6	Step 7
9	Community Ed Coordinator III • Youth Services	\$24.95	\$26.65	\$28.35	\$29.55
8	Community Ed Coordinator II • Gifted/Talented Institute	\$21.65	\$23.20	\$24.70	\$25.75
7	Community Ed Coordinator I • Pool Coordinator	\$19.95	\$21.65	\$22.90	\$24.15
6	Community Ed Supervisor • Water Safety Instructor	\$14.90	\$16.00	\$17.30	\$18.10
5	Community Ed Associate •	\$13.55	\$14.50	\$15.55	\$16.40
4	Community Ed Assistant • Lifeguard • Deck Guard • Water Safety Aide • Youth Services	\$10.35	\$11.20	\$11.60	\$12.20

**RATE SCHEDULE B
FOR FULL AND PART-TIME EMPLOYEES**

Effective July 1, 2022

Pay Grade	Title	Step 1/2	Step 3/4	Step 5/6	Step 7
9	Community Ed Coordinator III • Youth Services	\$25.45	\$27.20	\$28.95	\$30.15
8	Community Ed Coordinator II • Gifted/Talented Institute	\$22.10	\$23.70	\$25.20	\$26.30
7	Community Ed Coordinator I • Pool Coordinator	\$20.35	\$22.10	\$23.40	\$24.65
6	Community Ed Supervisor • Water Safety Instructor	\$15.20	\$16.35	\$17.65	\$18.50
5	Community Ed Associate •	\$13.85	\$15.90	\$15.90	\$16.75
4	Community Ed Assistant • Lifeguard • Deck Guard • Water Safety Aide • Youth Services	\$10.60	\$12.45	\$11.85	\$12.45

**RATE SCHEDULE C
FOR SEASONAL, SUBSTITUTE AND TEMPORARY EMPLOYEES**

Effective July 1, 2021 - June 30, 2022

Pay Grade	Title	Hourly Wage	
		7/1/2021	7/1/2022
9	Coordinator III	\$24.95	\$25.45
8	Coordinator II	\$21.65	\$22.10
7	Coordinator I	\$19.95	\$20.35
6	Supervisor	\$14.90	\$15.20
5	Associate	\$13.55	\$13.85
4	Assistant	\$10.35	\$10.60

BURNSVILLE EAGAN SAVAGE
Independent School District 191
Human Resources

AGENDA ITEM: V.B.10.

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

From: Stacey Sovine
Executive Director of Human Resources

Date: June 20, 2019

RE: **Proposed adoption of the Terms and Conditions of Employment for Confidential Employees of Independent School District 191.**

RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE PROPOSED REVISIONS AND RE-ADOPT THE UNCHANGED LANGUAGE IN THE 2021 - 2023 TERMS AND CONDITIONS OF EMPLOYMENT FOR THE CONFIDENTIAL EMPLOYEES OF INDEPENDENT SCHOOL DISTRICT #191.

There are 6 Confidential employees. These Terms are reviewed and updated on a bi-annual basis. Positions under these Terms are considered At-Will unless a State License is specifically required under statute. Employees under the Terms receive salary packages in alignment with comparable positions in other units and comply under State Pay Equity regulations.

Economic terms include:

Total

- 2.0% increase on the first-year maximum salary ranges and 2.0% in year two.
- Market adjustment on Tier 1.
- Condensed longevity timeframe and increased amount.
- Increase to 403(b).
- Two-year increased cost \$41,000.

**2019-2021-2023 GENERAL TERMS AND CONDITIONS OF EMPLOYMENT:
CONFIDENTIAL EMPLOYEES**

Purpose. This policy outlines the general terms and conditions of employment for confidential employees (“employee” or “employees”) of Independent School District No. 191, Burnsville (“District” or “School Board”). This policy does not create an express or implied contract between any employee and the District. The School Board may modify this policy at any time, without prior notice, as the Board sees fit. The terms and conditions in this policy will remain in effect until the Board modifies this policy.

Confidential Employees. For purposes of this policy, individuals holding any of the following positions are deemed to be “confidential employees”:

Tier I: Exec. Admin. Assistant, Payroll Supervisor

Tier II: HR Labor Relations Manager, Fiscal Services Coordinator, Compliance Coordinator

Tier III: HR Employment Specialist

At-Will Employment. The employees covered by this policy are employed on an at-will basis regardless of any statements, representations, procedures, or other policies that may be made or promulgated by the District or its agents or representatives. As a result, the District may discipline or discharge an employee as the District sees fit and for any reason that is not unlawful. The District is not required to show cause when disciplining or discharging an employee. Employees may resign from the District at any time and for any reason. This paragraph does not apply to any employee who is required to hold a license from the Minnesota Department of Education or the Minnesota Board of Teaching.

Performance of Duties. Employees must faithfully perform, at a professional level of competence, the services and duties prescribed by the District, regardless of whether such duties are specifically described in this policy, in a job description, in a notice of assignment, or in another document. Prompt and regular attendance is an essential function of each employee’s job. Employees must also comply with all lawful directives issued by the Superintendent or by any other individual with supervisory authority. In addition, employees must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District. Employees may not, directly or indirectly, engage or participate in any action or conduct that conflicts in any respect with the interests of the District. Toward that end, employees may not engage or participate in any action or conduct that is inconsistent with their job duties, the basic educational mission of the District, or the desired image of the District.

Notice of Assignment. The District will give each employee an annual notice of assignment containing additional information about the employee’s position, including the following:

(1) the employee’s annual salary or hourly wage; (2) the number of duty days required of the position; and (3) whether the position is “exempt” or “non-exempt” under the Fair Labor Standards Act.

- a. **Basic duty day.** The basic duty day for most full-time employees will be eight hours in length, but employees in an exempt position are expected to work the number of hours necessary to perform their job duties and to meet the professional expectations of their job. Employees are paid based only upon the number of duty days they work. Additional duty days may be approved by the Superintendent. Unauthorized additional duty days will not be compensated.
- b. **Overtime.** Hours worked beyond a forty-hour workweek will not constitute overtime and will not result in any overtime pay or any other form of additional compensation for employees who hold an exempt position under the FLSA. Employees who hold a non-exempt position will receive one and one-half (1.5) times their regular rate of pay for all time worked in excess of forty (40) hours per week. Non-Duty days and paid holiday hours will not be counted as hours worked when determining overtime obligations in a given week. Beyond the basic duty day, all employees may be required to attend and participate in meetings and school-sponsored events and activities.
- c. **Modification of assignment.** The Superintendent may reassign an employee or modify an employee’s assignment at any time and for any reason. In addition, the Superintendent may modify an existing job description for an employee’s position or create a new job description at any time.

Individual Contracts. In accordance with Minnesota law, the District will issue an individual contract to each employee who is required to hold a license from the Minnesota Department of Education or the Minnesota Board of Teaching.

Full-Time Employment. For purposes of this policy, a “full-time” employee is one who is assigned to work at least 1400 hours per year according to the notice of assignment issued by the District.

Vacation. Employees that are assigned more than 200 duty days will receive vacation equivalent to the difference between the assigned duty days and calendar work days per year. The Calendar work days may not be more than 262 days and not fewer than 260 days. Unused vacation time expires at the end of the fiscal year and may not carryover. If an employee leaves employment prior to the end of the fiscal year, vacation time will not be paid out and has no value.

Compensation. The Board will determine the compensation of each employee covered by this policy. For the 2019-2021-2023 school years, the Board will use the following ranges as a guide when determining the compensation of each employee:

	2019-2020	2021-2022	Range	2020-2021	2022-2023	Range
	Minimum	Maximum		Minimum	Maximum	
Tier I	\$67,000	\$82,750		\$67,500	\$86,000	
Tier II	\$64,000	\$78,750		\$64,500	\$82,000	
Tier III	\$49,000	\$61,500		\$49,500	\$64,000	

Additional Compensation. Effective July 1, 2010 2021, employees who have completed 5 years of service will receive a stipend of \$1,000. Employees who have completed 10 years of service will receive a stipend of \$2,500. 14 years of service will receive a stipend of \$900 dollars. Employees who have completed 19 years of service will receive an additional \$900 dollar stipend.

Daily and Hourly Rate of Pay. In the event the District needs to determine a daily rate of pay for an employee, the employee's annual salary will be divided by the number of duty days assigned to the employee. In the event the District needs to determine an hourly rate of pay for an employee, the employee's daily rate of pay will be divided by eight hours.

Holidays. In the absence of an emergency or a change in the school calendar, employees are not expected to work on the following holidays:

- | | |
|-----------------------|------------------------------|
| 1. New Year's Eve Day | 6. Thanksgiving Day |
| 2. New Year's Day | 7. Day after Thanksgiving |
| 3. Memorial Day | 8. Christmas Eve Day |
| 4. Independence Day | 9. Christmas Day |
| 5. Labor Day | 10. One (1) Floating Holiday |

Insurance Benefits. As described below, the District will contribute toward the cost of the premium for certain types of insurance for full-time employees who otherwise qualify for and enroll in the insurance policy, plan, or program. The District will select the insurance policies, plans, and programs. To the extent permitted by law, upon separating from employment with the District a former employee may continue to participate in a group health insurance plan, but such participation will be at the former employee's sole expense.

- a. **Single Health and Hospitalization Insurance.** The District will contribute an amount equal to 95% of the composite premium for an employee who enrolls the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- b. **Dependent Health and Hospitalization Insurance.** The District will contribute an amount equal to 83% of the composite premium for an employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- c. **Both Spouses Employed.** If an employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.

- d. **Dental Insurance.** The District will pay 100% of the premium for single toward single or dependent coverage for a full-time employee who elects to participate in the District's group dental plan.
- e. **Group Term Life Insurance.** The District will pay 100% of the premium for a group term life insurance policy with a death benefit of fifty thousand dollars (\$50,000) for each full-time employee who qualifies for life insurance.
- f. **Long-Term Disability (LTD) Insurance.** Income Protection coverage will be provided each employee at District expense. Disability pay will be governed by the policy in effect. After a confidential employee has been ill or disabled for more than thirty (30) consecutive days, the employee may use sick leave on a fractional basis, together with the income protection plan to equal full salary for an additional sixty (60) days. Maximum of (20) full sick days per illness may be used in this manner, provided the employee has sufficient accumulated days.
- g. **Disclaimer.** No claim or cause of action may be brought against the District for any claim that is not covered or paid by insurance. The District is not insuring or guaranteeing that any particular claim will be paid or covered by any insurance policy, plan, or program, or that any specific amount will be paid out under any policy, plan, or program. Any description of insurance benefits in this policy is intended to be general and informational only and is subject to change in the discretion of the School Board. The eligibility any particular employee and the employee's dependent(s) is governed by the terms of the actual insurance policy, plan, or program. The District's only obligation is to make the premium contributions that are identified in this policy, as it currently is written or as amended at any time in the future, for full-time employees who otherwise qualify for and enroll in the particular insurance plan or program.

Sick Leave. Each full-time employee will earn sick leave at the rate of twelve (12) days per school year and may accumulate a maximum of 150 days of sick leave. Part-time employees will earn sick leave on a prorated basis. An employee's use of sick leave is subject to the following conditions:

- a. The Superintendent may allow an employee to use up to five days of annual sick leave in advance of the monthly accrual, but the advance of sick leave will be deducted from subsequent accrual in that year. Any absences due to illness that are in excess of the employee's accumulated sick leave and annual accrual will be without pay.
- b. An employee may use accumulated sick leave whenever he/she is absent due to illness or a serious health condition that prevents his/her attendance or the performance of his/her job duties; to care for a sick or injured child who is eighteen years of age or younger; and for any other reason expressly permitted by state or federal law. An employee may use up to five (5) days of accumulated sick leave to care for a spouse who is suffering from an illness or serious health condition. In addition, an employee may use up to one (1) day of accumulated sick leave per school year to attend the

funeral of an individual who is not in the employee's immediate family. Sick leave may not be used to conduct personal business.

- c. If the employee reports being absent due to illness or serious health condition, the District may require the employee to provide a certification from a qualified physician stating that the absence was due to an illness or a serious health condition. The District will make the final determination as to whether the employee is entitled to receive sick leave for a given absence.
- d. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of accumulated sick leave.
- e. At the beginning of each fiscal year, (3) sick days will be converted to the equivalent of (3) days of the employee's daily rate of pay and contributed into the employee's HRA account.

Bereavement Leave. An employee may take up to five (5) days of paid bereavement leave per year for any death(s) that occurs in the employee's immediate family. For purposes of this Agreement, "immediate family" includes a spouse, children, parents, siblings, grandparents, grandchildren, and in-laws (mother-in-law, father-in-law, son-in-law, brother-in-law, and sister-in-law). The Superintendent may, in his/her sole discretion, grant up to ten (10) additional days of bereavement leave per school year for reasons such as multiple deaths in the immediate family and out-of-state funerals.

Personal Leave. An employee may take up to three (3) days of paid personal leave each school year. The employee must obtain permission from his/her supervising administrator to take personal leave on a given day. The Superintendent or the supervising administrator may deny any request for personal leave at a given time based upon the Superintendent's or administrator's assessment of the needs of the District. Days of personal leave do not accumulate and will be forfeited if they are not used. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of personal leave.

Jury Duty. An employee who is called for jury duty will be reimbursed for the difference between the amount paid for serving on the jury and the employee's regular salary during the period of service. To the extent possible, employees will be expected to report or otherwise perform their regular duties when temporarily excused from attending court.

Other Types of Leave. To the extent required by law, the District will grant other types of leave. In addition, the School Board may, in its discretion, grant additional types of leave that are not required by law.

Expense Reimbursement. The District will reimburse employees for mileage and reasonable expenses of job related activities. Employees may be given time to participate in professional conferences and seminars, and will be reimbursed for reasonable expenses associated with attending such conferences and seminars, provided that the conference or seminar was approved in advance by

the supervising administrator or the Superintendent. To obtain reimbursement, employees must submit the required forms in accordance with School Board policy.

Tuition Reimbursement. Employees are eligible for up to one thousand dollars (\$1,000) in tuition reimbursement per school year for post-graduate coursework that is germane to their assignment and benefits the District. All coursework must be preapproved by the Executive Director of Human Resources. All employees must submit appropriate documentation to the District showing that the employee earned a grade of B or higher, or a passing grade in a pass/fall system, in order to be eligible for tuition reimbursement.

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

Matching Contribution Eligibility. Employees may participate in a tax- sheltered annuity pursuant to United States Public Law No. 87-370, Minnesota Statutes section 123B.02, subdivision 15, and School District policy. To the extent permitted by federal and state law, including Minnesota Statutes section 356.24, the District will match up to ~~\$1,700~~ **\$2,250** per year to an approved Minnesota deferred compensation program for an employee who is in his/her first year of employment with the District. After the employee has completed one year of service, the District will match up to ~~\$2,000~~ **\$3,000** per year to an approved Minnesota deferred compensation program. Part-time employees will receive a pro-rated contribution to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1.

- a. **Employees on Leave.** An employee on an unpaid leave of absence is not eligible to participate in the plan.
- b. **Plan Year Begins July 1.** The annual year for the School District contributions is July 1 through June 30. Changes in District matching amounts must occur on July 1 of each year.
- c. **Employee Application.** Employees must apply to participate in the eligible TSA plan by July 1 for upcoming school year. Once an eligible employee elects to participate in the TSA investment program, the election will remain in effect for that school year and for each subsequent year unless modified by the employee.
- d. **Compliance with Federal and State Laws.** The plan is subject to applicable code provisions of the Minnesota Statutes, IRS Code Section 403(b).
- e. **Enrollment Limited to Participating Companies.** Tax sheltered annuity purchases will be limited to companies approved by the District.

- f. **Maximum District Contribution.** The amount the District contributes to an employee's matching TSA plan may not exceed thirty thousand dollars (\$30,000) during the employee's entire period of employment with the District.

Independent School District No. 191 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, or age.



**Agenda V.B.11.
January 13, 2022**

To: Board of Education
From: Dr. Theresa Battle, superintendent
Date: December 2, 2021
Re: Policy 906: *Community Notification of Predatory Offenders.*

Recommendation: that the Board of Education approves, on a first reading basis, changes to Policy 906: *Community Notification of Predatory Offenders.*

The policy was reviewed by the Policy Review Committee on November 15, 2021. Policy revisions were requested by administration.

Adopted: 6/1998

Burnsville-Eagan-Savage School District Policy 906

Reviewed: 9/12/2019 1/13/2022

Revised: 9/26/2019

Rescinds: KO

906 COMMUNITY NOTIFICATION OF PREDATORY OFFENDERS

I. PURPOSE

The purpose of this policy is to assist school administrators and staff members in responding to a notification by a law enforcement agency that a convicted predatory offender is moving into the school district so that they may better protect individuals in the school's care while they are on or near the school district premises or under the control of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide information to staff regarding known predatory offenders that are moving into the school district so that they may monitor school premises for the safety of the school, its students, and employees. Staff will be notified as appropriate and have access to Offender Fact Sheets.
- B. The superintendent, in cooperation with appropriate school transportation officials, will evaluate bus routes and bus stops. Bus drivers will have access to Offender Fact Sheets. If necessary, bus stops may be moved if they place children in close proximity to a predatory offender who has been convicted of crimes against children of similar ages.
- C. The superintendent, in conjunction with the building principal or designee, shall prepare or provide safety information for distribution to students regarding protecting themselves from abuse, abduction, or exploitation. The school district will prepare a list of available resources. Staff will provide safety information to students on how to protect themselves against abuse, abduction, or exploitation. School officials may ask their police liaison officer or local law enforcement officials for assistance in providing instruction to staff and students.

III. DEFINITIONS

- A. The "Sex Offender Community Notification Act," Minn. Stat. § 244.052, as amended, allows law enforcement agencies to disclose information about certain predatory offenders when they are released into the community. The information disclosed and to whom it is disclosed will depend upon their assessment of the level of risk posed by the predatory offender.
- B. "Risk Level Assessment" is the level of danger to the community as established

by the Minnesota Department of Corrections following a review by a committee of experts. The level of risk assigned to a soon-to-be-released offender determines the scope of notification. (Minn. Stat. § 244.052, Subds. 2, 3)

C. “Risk Levels”

1. “Level I” – Risk Level I is assigned to a predatory offender whose risk assessment score indicates a low risk of re-offense.
2. “Level II” – Risk Level II is assigned to a predatory offender whose risk assessment score indicates a moderate risk of re-offense.
3. “Level III” – Risk Level III is assigned to a predatory offender whose risk assessment score indicates a high risk of re-offense.

(Minn. Stat. § 244.052, Subd. 3(e))

D. “Notification or Disclosure by Law Enforcement Agency”

1. Risk Level I – The local law enforcement agency may disclose certain information to other law enforcement agencies and to any victims of or witnesses to the offense committed by the offender. There will be no disclosure to school districts.
2. Risk Level II – In addition to those notified in Level I, a law enforcement agency may notify agencies and groups the offender is likely to encounter that the offender is about to move into the community and provide to those agencies and groups an Offender Fact Sheet on the offender. School districts, private schools, day care centers, and other institutions serving those likely to be victimized by the predatory offender are included in a Level II notification.
3. Risk Level III – In most cases, the local law enforcement agencies will hold a community meeting and distribute an Offender Fact Sheet with information concerning and a photograph of the soon-to-be-released Level III offender.

(Minn. Stat. § 244.052, Subd. 4)

E. “Offender Fact Sheet” is a data sheet compiled by the Department of Corrections or local law enforcement agency. The Offender Fact Sheet contains both public and private data including a photograph and physical description of the predatory offender, as well as the general location of the offender’s residence.

1. A local law enforcement agency will generally provide Offender Fact Sheets for Level II and Level III predatory offenders directly to the school district.

2. Level III Offender Fact Sheets will be distributed at a community meeting conducted by the local law enforcement agency.
- F. “Law enforcement agency” means the law enforcement agency having primary jurisdiction over the location where the offender expects to reside upon release. (Minn. Stat. § 244.052, Subd. 1(3))
- G. “Criminal history conviction data” is public data on a convicted criminal which is compiled by the State Bureau of Criminal Apprehension (BCA). (Minn. Stat. § 13.87)

IV. PROCEDURES

A. Level II Notification

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

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

~~schools and protecting individuals under the school district's care while they are on or near school premises.~~

45. The school or program administrator will share the Offender Fact Sheet with staff members at their site who are most likely to encounter visitors or others on or near the school grounds, including playground supervisors, custodians, secretaries and physical education teachers.

~~6. The school district shall not distribute, post or provide access to Level II Offender Fact Sheets to parents, students, or others outside the school district unless a determination has been made that dissemination of the data will help secure the school or protect students.~~

B. Level III Notification

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

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

Sexually Violent Offender Registration Program)
Dept. of Admin. Advisory Op. No. 98-004

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



**Agenda VI.
January 13, 2022**

To: Board of Education
Dr. Theresa Battle, superintendent

From: board chair

Date: January 6, 2022

Re: Adjourn to a workshop for Board Planning

Guidelines for Sharing School Board Meetings

Statement of Purpose:

It is our responsibility as a school district to be transparent with our community.

Expectations:

The school board expects that, wherever possible, meetings will be live-streamed and recorded as noted below. In the event that live-streaming and/or recording of audio-visual transmissions is not possible, the school board meeting will proceed as scheduled.

Regular and Special Board Meetings:

1. Full audio-visual transmissions using multiple cameras. Presentations shared as part of live-streaming.
2. Live access online www.isd191.org and on BCTV, as possible.
3. Recordings will be posted online www.isd191.org, as well as via BCTV and Savage TV, where possible.
4. All Regular Board Meetings will be live-streamed and recorded, as possible.
5. All Special Board Meetings except those involving expulsions will be live-streamed and recorded, as possible.
6. Special Board Meetings addressing student expulsions will not be recorded or live-streamed.

Legislative Committee, Policy Review Committee, Workshops, and Work Sessions:

- **Full audio-visual transmissions using multiple cameras (or single camera?),** where possible. **Committee members sitting at the dais, when possible.** Presentations are not shared as part of live-streaming.
- Live access online www.isd191.org and on BCTV, as possible.
- Recordings will be posted online www.isd191.org, as well as via BCTV and Savage TV, where possible.
- All **Legislative Committee Meetings, Policy Review Committee meetings, Workshops, and Work Sessions** will be live-streamed and recorded, as possible.

Policy references:

205 Open Meetings and Closed Meetings

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

SMART Goals for the ISD 191 School Board

2021 - 2022

GOAL 1 - ISD191 Board Members as Ambassadors

BOE SMART goal: Before June 2022, all ISD 191 Board Members will demonstrate their role in being an ambassador for the district to support efforts to increase district enrollment.

Members of the District 191 Board of Education will:

- Support messaging on key district issues by:
 - Answering questions from community members or redirecting to chair/ staff.
 - Presenting information and attending promotional events in consultation with the Communications Office.
- Understand and reinforce the district's brand.
- Amplify district messages on social media.
- Visit schools as assigned and share their experiences at Board meetings.

Measures of progress:

- Track the number of school visits board members make to assigned schools, or the number of phone visits the board member has with the principal if in person visits are not possible. **Note: Visits to schools are dependent on the course of the pandemic and guidance.**
- If board members have social media accounts, they could leverage these accounts to promote the district. They could also follow their assigned schools' social media and promote the school's posts.
- Track the number of community events that board members attend.

GOAL 2 - ISD191 Board Members will work on their cultural proficiency in alignment with the district's work in being a culturally proficient school system.

Members of the District 191 Board of Education will:

- Work to understand our individual assumptions and biases, making a commitment to value and manage cultural uniquenesses and adapt education to meet the needs of each student.

Measures of progress:

- Board members will work in consultation with the YMCA in having individual consultation regarding their results of the IDI.

- Enrich our cultural understanding and development by participating in the Equity Lab
- Each board member will create an individual development plan



Future Ready. Community Strong.

**Agenda V.A.7.
January 27, 2022**

To: Board of Education
Dr. Theresa Battle, superintendent

From: board chair

Date: January 21, 2022

Re: Committee Assignments for 2021

Recommendation: that the Board of Education approves the committee assignments, board appointments, and school assignments for 2022.

Standing Committees:

Policy Review Committee	
Negotiations Committee	
Legislative Committee	

Board Appointments:

AMSD (Association of Metropolitan School Districts)	
Burnsville Chamber	
917	
Foundation 191	
MSBA (Minnesota School Boards Association)	
MSHSL (Minnesota State High School League)	
Burnsville High School Hall of Fame	

School Assignments:

Abigail Alt	
Lesley Chester	
Toni Conner	
Scott Hume	
Eric Miller	
Sue Said	
Anna Werb	