



Regular Meeting Agenda

Diamondhead Education Center
200 W. Burnsville Parkway
Burnsville, MN 55337
October 9, 2025
6:30 PM

Strategic Directions:

- Creating space and opportunity for each and every voice to be heard
- Actively leading by developing and sustaining a diverse and equitable education system
- Supporting and leveraging innovation to improve student outcomes and district culture
- Engaging our community to ensure common understanding of our Strategic Roadmap and the district work to support it

5:45 PM Listening Session with Directors Hume and Anderson

In the case of inclement weather, the Board of Education's regularly scheduled meetings will be rescheduled to the following Monday at the same time and place, unless that Monday is a holiday, in which case a special meeting may be called.

I. Call to Order

A. Welcome

B. Pledge of Allegiance

II. Approval of Agenda

III. Information

A. School Report: Burnsville High School

Speaker(s): Dr. Chris Belmont, Assistant Superintendent, Jesús Sandoval, Principal and student guests

2

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.



**Agenda III.A.
October 9, 2025**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Dr. Chris Bellmont, assistant superintendent, Jesús Sandoval, principal, and student guests

Date: October 9, 2025

Re: School Report: Burnsville High School

Burnsville High School

October 9, 2025

Dr. Chris Bellmont, Assistant Superintendent

Jesús Sandoval, Principal

10th Grade Student Guest

11th Grade Student Guest

Burnsville High School Foundations



At Burnsville High School

We All **B**ELONG

We Will

B Respectful

B Responsible

B Engaged

Start of the School Year

- Tier 1 - Instructional Guarantees
- 2nd Year of 9th Grade Academy - Building Assets Reducing Risks
- 3rd Year of Associate of Arts Program
- Grade level student meetings - Set expectations and celebrate student achievement
- Additional attention on attendance, cell phones and bathrooms

Our Systemic Tools at BHS

- Multi-Tiered Systems of Support
- Advancement Via Individual Determination
- Culturally Proficient School Systems
- Positive Behavioral Interventions & Supports



Student Perspectives

- 11th Grade Student within AVID Elective and Pathway experience
- 10th Grade Student that experienced our 9th grade Academy



Graduation Rates

Race/Ethnicity	2020			2021			2022			2023			2024		
	Total Graduates	Total Students	Percent Graduating	Total Graduates	Total Students	Percent Graduating	Total Graduates	Total Students	Percent Graduating	Total Graduates	Total Students	Percent Graduating	Total Graduates	Total Students	Percent Graduating
Native/Indigenous	2	4	50%	3	3	100%	3	5	60%	3	3	100%	2	5	40.0%
Asian	52	57	91%	46	51	90%	48	54	89%	40	47	85%	33	37	89.2%
Black or African Am	102	124	82%	101	111	91%	105	120	88%	109	130	84%	98	111	88.3%
Latino	57	95	60%	63	95	66%	53	90	59%	68	112	61%	65	120	54.2%
Two or More	8	10	80%	24	33	73%	16	18	89%	27	32	84%	20	23	87.0%
White	270	286	94%	208	223	93%	191	204	94%	162	176	92%	167	186	89.8%
BIPOC	221	290	76%	237	293	81%	225	287	78%	247	324	76%	218	296	73.6%
All	491	576	85%	445	516	86%	416	491	85%	409	500	82%	386	483	79.9%

- Curriculum Alignment and Instructional Guarantees
- Early Identification and Intervention
- Build Strong Relationships with Caring Adults
- Relevant Learning and Academic Support
- Family and Community Engagement

Thank You!



B. Student Representative Report

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.



**Agenda III.B.
October 9, 2025**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Feven Tesfaye, student board representative

Date: October 9, 2025

Re: Student Board Representative Report

Receive a report from, Feven Tesfaye, student board representative.

C. Superintendent Report

12

13

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.



**Agenda III.C.
October 9, 2025**

To: Board of Education
From: Dr. Latanya Daniels, superintendent
Date: October 9, 2025
Re: Superintendent Report

Receive a report from, Dr. Latanya Daniels, superintendent.

D. Board Member Reports

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.



**Agenda III.D.
October 9, 2025**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Anna Werb, board chair

Date: October 9, 2025

Re: Board Member Reports

Receive reports from board members.

IV. Business Meeting

A. Consent Agenda

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

1. Approve Minutes

17

School Board Minutes
 INDEPENDENT SCHOOL DISTRICT 191
 September 25, 2025

The regular meeting of the Board of Education was called to order by Chair Werb 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, Anderson, Chester, Hume, Sachse, and Chair Werb were present. Director Mikkelsen was absent. Superintendent Dr. Daniels, Student Board Representative Feven Tesfaye, administrators, staff and members of the public were also present.

Attendance

Chair Werb welcomed the audience and asked Director Anderson to lead the Pledge of Allegiance.

Welcome and Pledge of Allegiance

Moved by Hume, seconded by Anderson, to approve the agenda. The motion carried unanimously (6,0).

Agenda

Received a Strategic Roadmap Dashboard Overview Report from Dr. Latanya Daniels, superintendent and Imina Oftedahl, director of curriculum, instruction and assessment.

Reports

Received a report about district Facilities Summer Construction Projects from David Lake, director of operations.

Consent Agenda
 Minutes

Received a report about the Language Access Plan from Isis Buchanan, director of educational equity and Aaron Tinklenberg, director of communications.

Personnel
 Recommendations
 Checks, Receipt, Claims & Investments

Received a report about Recommendations for the Academic Calendar for the 2026-2027 School Year from Dr. Chris Bellmont, assistant superintendent.

Budget Analysis
 Listening Session
 Board Retreat
 Policy 516.5

Received reports from Director Alt on the Policy Review Committee, and Director Hume shared a Negotiations Committee Update. Director Anderson shared a report about the Grapes and Grains event.

Moved by Chester, seconded by Alt, to approve the consent agenda:
 -Approve minutes of the regular board meeting on September 11, 2025.
 -Approve personnel recommendations: Kristen Thammalangsy, Jennifer Lee, Alexa Therese Ligan, Kara Fernung, Noah Olson, Lanica Klein, Laura Wilson, Nicole Haspert, Caitlin Wright-Connelly, Micheal Anyirah, Margaret Alie, Saikou Jawla, Peter Brynjegard, Madison Carter, Lori Keuler, Laura Hermansen, Jody Plucinak, Jafar Gulet, Cara Slattery, Amy Ha, Katie Reeson, Luisa Gaona, Katie Woodcock, Alexis Johnson, Joscelyn Wear, Amber Krieg, Scott Pearson, Jorae DuPont, Ann Chamberlain, Wendy Garcia, Sabrina Hertel, Adnan Abdullahi, Mikayla Hubbard, Katie Keller, Aran Hartl, Emily Hoffman, Dennis Benitez Perdomo, Luz Del Alba Veneroso Garcia, Nojelyn Kato, Kendyl Green, Desiree Solomon, David Molina Urgiles, Briseida Gonzalez, Sonia Lopez Mantuano, John Dahl,

Danette Westerlund, Bryan Dykstra, Ryan Dugan, Kylie Buffington, Laurie Cook, Colin Moe, Marie Hansen, Timothy Needham

-Approve June payroll checks in the net amount of \$6,377,014.36.

June claims to date, wire transfers and adjustments totaling \$13,605,843.42. Also, that the Board accepts June receipts of \$22,166,350.97 and investments for the General Fund and OPEB of \$111,419,162.65 as of June 30, 2025.

-Approve July payroll checks in the net amount of \$4,417,567.62.

July claims to date, wire transfers and adjustments totaling \$14,947,922.48. Also, that the Board accepts July receipts of \$6,691,950.00 and investments for the General Fund and OPEB of \$98,417,818.87 as of July 31, 2025

-Accepts the Budget Analysis for the month ending June 30, 2025 and July 31, 2025.

-Receive a report about the Listening Session on September 11, 2025.

-Approve scheduling November 17, 2025 School Board Self Evaluation Retreat with MSBA.

-Approve, on a First and Final Reading, No Changes to Policy 516.5: *Overdose Medications*

The motion carried unanimously (6,0).

Moved by Hume, seconded by Chester, to Certify the Proposed Tax Levy Payable in 2026 and Schedule the Date of the Truth in Taxation Hearing. The motion carried unanimously (6,0).

Certify Tax Levy
Schedule Date of Truth in
Taxation

Moved by Sachse, seconded by Chester, to approve Collective Bargaining Agreement with Service Employees International Union Local #284 Custodial Employees. The motion carried unanimously (6,0).

Collective Bargaining with
Custodial Employees

Moved by Alt, seconded by Anderson, to approve the Academic Calendar for the 2026-27 School Year. The motion carried unanimously (6,0).

Academic Calendar

Moved by Anderson, seconded by Sachse, to approve the Shared Income Contract for Inver Hills Community College, Simley High School and Burnsville High School. The motion carried unanimously (6,0).

Inver Hills Income Contract

Moved by Hume, seconded by Anderson, to approve, on a First Reading Basis, Changes to Policy 516: *Student Medication and Telehealth*. The motion carried unanimously (6,0).

Policy 516

Moved by Anderson, seconded by Alt to approve, on a First Reading Basis, Changes to Policies: 414: *Mandated Reporting of Child Neglect or Physical or Sexual Abuse*, 534: *School Meals*, 707: *Transportation of Public School Students*, 709: *Student Transportation Safety Policy*, 802: *Disposition of Obsolete Equipment and Material*, and 806: *Crisis Management Policy*. The motion carried unanimously (6,0).

Policies 414, 534, 707, 709,
802, 806

Moved by Hume, seconded by Chester, to move to a Closed Session as permitted under Minnesota Statutes Section 13D. to discuss Labor Negotiations. The motion carried unanimously (6,0).

Closed Session for
Labor Negotiations

The closed session to discuss Labor Negotiations Strategy started at 8:00 p.m. In attendance were Chair Werb, Superintendent Daniels, Directors Alt, Anderson, Chester, Hume, and Sachse, Assistant Superintendent Belmont, Executive Director of Administrative Services Stacey Sovine, and Director of Communication Aaron Tinklenberg

The closed session to discuss Labor Negotiations Strategy ended at 8:09 p.m. and the board returned to the open session and having no further agenda items, Chair Werb adjourned the meeting at 8:10 p.m.

Adjourn

/s/
Scott Hume, Clerk

October 9, 2025

Date Approved

DRAFT

DRAFT

2. Approve Personnel Recommendations

21

22

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.

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

TO: Members, Board of Education
Dr. Latanya Daniels, Superintendent

FROM: Stacey Sovine, Executive Director of Administrative Services

DATE: October 9, 2025

RE: Recommended Personnel Changes

CLASSIFICATION	ACTION	NAME	FINAL	LOCATION	POSITION	EFFECTIVE DATE	HOURS / FTE
Certified	Appointment	Julia Engel		ECSE Center	Speech Language Pathologist	09/30/2025	1.0 FTE
Certified	Appointment	Angelica Bulatao		Eagle Ridge Middle School	Teacher	09/23/2025	1.0 FTE
Certified	Appointment	Hayden Biagi		Burnsville High School	Teacher	08/25/2025	1.0 FTE
Certified	Appointment	Dylan Pedersen		Edward Neill Elementary	Teacher- Long-Term Substitute	09/25/2025-11/21/2025	1.0 FTE
Certified	Appointment	Noah Sherman		Burnsville High School	Teacher	09/25/2025	1.0 FTE
Certified	Change of Assignment	Kalin Laurent		Virtual Academy	Teacher	10/06/2025	40 FTE
Certified	Change of Assignment	Jennifer DeDomines		Community Education	VPK Teacher	10/20/2025	1.0 FTE
Certified	Resignation	Maria Houck		Virtual Academy	Teacher	10/03/2025	20 FTE
Certified	Resignation	Hayden Biagi		Burnsville High School	Teacher	10/10/2025	1.0 FTE
Certified	Resignation	Noah Olson		Burnsville High School	Teacher	09/26/2025	1.0 FTE
Classified	Appointment	Paul McDevitt		Burnsville High School	Burnsville Strong Advisor	09/30/2025	1.0 FTE Stipend
Classified	Appointment	Hayden Biagi		BEST	Educational Assistant	10/20/2025	7 hours/day
Classified	Appointment	Samaa Baig		Harriet Bishop Elementary	Computer Club	09/30/2025	1.0 FTE Stipend
Classified	Appointment	Nasteexo Osman		Nicollet Middle School	Boys Soccer- Assistant Coach	09/04/2025	1.0 FTE Stipend
Classified	Appointment	Teodor Pollock		Burnsville High School	Speech- Assistant Coach	11/01/2025	.50 FTE Stipend
Classified	Appointment	Julie Knudsen		Gideon Pond Elementary	Elementary Administrative Assistant	09/30/2025	1.0 FTE Stipend
Classified	Change of Assignment	Margaret Sanz		ECSE Center	Educational Assistant	09/26/2025	6.5 hours/day
Classified	Change of Assignment	Kendyl Green		Rahn Elementary School	Educational Assistant	09/08/2025	3 hours/day
Classified	Change of Assignment	Janet Lopez		Hidden Valley Elementary	Educational Assistant	09/22/2025	7.5 hours/day
Classified	Change of Assignment	Nicole Haspert		Burnsville High School	Licensed Alcohol and Drug Counselor	09/29/2025	8 hours/day
Classified	Leave of Absence	Yosmery Rodriguez Cortes		Burnsville High School	Clerical	11/19/2025-12/19/2025	8 hours/day
Classified	Rescind Resignation	Marie Hansen		Burnsville High School	Burnsville Strong Advisor	05/16/2025	.25 FTE Stipend
Classified	Resignation	Selena Monnens		Hidden Valley Elementary	Community Service Associate	10/03/2025	8 hours/day
Classified	Resignation	Mark Hubbard		Burnsville High School	One Act Play Director	09/26/2025	1.0 FTE Stipend
Classified	Resignation	Kelsey Osmond		Hidden Valley Elementary	Educational Assistant	10/03/2025	7.25 hours/day
Classified	Resignation	Julia Engel		ECSE Center	Speech Language Pathologist	09/29/2025	8 hours/day
Classified	Resignation	Elijah Lindsey		Burnsville High School	Baseball- Assistant Coach	09/24/2025	.39583 FTE Stipend
Classified	Resignation	Allison Knutson		Edward Neill Elementary	Food Service- Manager	10/03/2025	7.5 hours/day
Classified	Resignation	Ardo Dalab		Gideon Pond Elementary	Educational Assistant	10/10/2025	8 hours/day
Classified	Resignation	Lori Brown		District-wide	Food Service Associate	09/24/2025	3.75 hours/day
Classified	Resignation	Joscelyn Wear		WM. Byrne Elementary School	Educational Assistant	10/06/2025	7.25 hours/day
Classified	Resignation	Erica Sasseville		Burnsville High School	Full Length Play- Director	09/29/2025	1.0 FTE Stipend
Classified	Resignation	Edward Bryne		Eagle Ridge Middle School	Boys Basketball- Assistant Coach	10/07/2025	1.0 FTE Stipend
Classified	Resignation	Edward Bryne		Eagle Ridge Middle School	Girls Basketball- Head Coach	10/04/2025	1.0 FTE Stipend

3. Receive a Report about the Listening Session

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.



**Agenda IV.A.3.
October 9, 2025**

To: Board of Education

From: Dr. Latanya Daniels, superintendent

Date: September 25, 2025

Re: Report about the Listening Session

Recommendation: Receive a report about the listening session scheduled on September 25, 2025.

There were no speakers who spoke at the listening session on September 25, 2025.

4. Assurance of Compliance Report

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.



**Agenda IV.A.4.
October 9, 2025**

To: Board of Education
From: Dr. Latanya Daniels, superintendent
Date: October 9, 2025
Re: Approve Assurance of Compliance Reports

Recommendation: That the Board of Education approve the attached Assurance of Compliance Report and authorize the superintendent, and or her proxy, to submit the report to the Minnesota Department of Education.

Board Packet Attachment: Assurance of Compliance Report

Notes:

All school districts must complete the Assurance of Compliance with state and federal law and verify Mandated Reporting training by November 15 each year.

By completing all sections of the Assurance of Compliance and Mandated Reporting, school districts provide written assurance that they do not discriminate in their use of funds provided through the Minnesota Department of Education and that they have informed all mandated reporters of their reporting duties.

This assurance is given by each district in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other federal and state financial assistance extended to the district by the U.S. Department of Education and the Minnesota Department of Education (MDE), including installment payments after such date of application for federal financial assistance and state aid allotments which were approved before such date.

By submitting the Assurance of Compliance, the district recognizes and agrees that such federal and state financial assistance will be extended in reliance on the representations, supporting information required by Minnesota Statutes, section 127A.42, subdivision 3, and agreements made in this assurance. This assurance is binding on the district and the persons who are authorized to submit information on behalf of the district.

Please note that districts can now provide the entire assurance online. A paper copy of the Assurance of Compliance certificate is no longer required. However, it is important to note that by submitting the Assurance of Compliance online that you are verifying that the Superintendent is electronically signing this assurance on behalf of the school board. Though the paper copy is no longer required, the approval of the board is per Minnesota Rule 3535.9910



Kellie Brady

E-mail: mde.assurance.compliance.MDE@state.mn.us

Phone: 651-582-8793

Address: 400 NE Stinson Blvd., Minneapolis, MN 55413

Assurance of Compliance - INFORMATION NEEDED TO EVIDENCE COMPLIANCE- School Year: 25-26

0191-01 Burnsville-Eagan-Savage School District

* - indicates required fields.

Coordinator Identification Information

Table with 4 columns: Coordinator Role (Human Rights, Title IX, 504), Name, Telephone Number, Fax Number, E-Mail Address. Rows for Stacey Sovine and Amy Piotrowski.

Mandated Reporter Training

Minnesota Chapter 260E.30, Subd. 2(b). Districts must inform all mandated reporters of the duties.

I verify that all mandated reporters employed by or otherwise associated with any school in this district have been informed of mandated reporting requirements and of the prohibition of retaliation against anyone reporting maltreatment.

Date of Verification *

10/02/2025

As part of the Minnesota Department of Education's data collection for the Minnesota Olmstead Plan related to the topic area Prevent Abuse and please provide the following information;

Total number of school district employees who have received mandated reporter training as of verification date? 1211

Number of licensed staff? 552

Number of unlicensed staff? 659

*This information is requested to assist in the prevention of abuse and neglect of students with disabilities through increased awareness and education of all school personnel and their duties associated with mandated reporting requirements.

Document Submittal Verification

Does MDE have current and accurate copies of the following documents? Please submit updated policy if revised since Last Submitted Date.

Table with 3 columns: Document, Last Submitted Date, Upload Document*. Row for Harassment and Violence policy, 10/14/2024, 413 Harass...s_8.2025.pdf

District Compliance Requirements Checklist

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other federal financial assistance extended after the date hereof to the district by the U.S. Department of Education and the Minnesota Department of Education (MDE), in installment payments after such date of application for federal financial assistance and state aid allotments which were approved before such date.

The district recognizes and agrees that such federal and state financial assistance will be extended in reliance on the representations, supporting information by Minnesota Statute, section 127A.42, subd. 3 and agreements made in this assurance. This assurance is binding on the district and the persons who are authorized to submit information on behalf of the district.

Check all statements in which the district has complied with the state and federal requirements prohibiting discrimination.

Federal Laws:

- Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et. seq.; 34 C.F.R. Part 100), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the district receives federal financial assistance.

- * Title VII of the Civil Rights Act of 1964 (42 USC 2000e, et. seq.; P.L. 88-352), as amended by the Equal Employment Opportunity Act of 1972 (P.L. 92-261), which prohibits discrimination in employment because of an individual's race, color, religion, sex, or national origin.
- * Title VII of the Civil Rights Act of 1964 Pregnancy Discrimination Act (within Title VII) (42 USC § 2000e(k)).
- * Title IX of the Education Amendments of 1972 (20 USC § 1681; 34 C.F.R. Part 106), which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
- * The Age Discrimination in Employment Act of 1967 (29 USC § 621; 42 USC § 6101; 29 C.F.R. Part 621), which prohibits discrimination on the basis of age (over 40 years).
- * Section 504 of the Rehabilitation Act of 1973 (34 C.F.R. part 104) prohibiting discrimination on the basis of disability.
- * The American with Disabilities Act (42 USC § 12101, et seq.), also prohibiting discrimination on the basis of disability.
- * Denial of Equal Educational Opportunity Prohibited (20 USC § 1703).
- * The Fair Housing Act (42 USC § 3601 et seq.; 24 C.F.R. part 100).
- * The Age Discrimination Act of 1975 (42 USC § 6101 and 6102; 34 C.F.R. part 110).
- * Prohibition of Discrimination Based on Blindness (20 USC § 1684).

State Laws:

- * The Minnesota Human Rights Act (Minn. Stat. § 363A), which prohibits discrimination in education programs and activities on grounds of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability or age.
- * Minnesota Statutes, section 121A.031, which requires school districts to have a written policy to prevent and to prohibit student bullying.
- * Minnesota Statutes, section 121A.03, which requires school districts to have a policy prohibiting sexual/racial/religion harassment and violence which applies to students, teachers, administrators and other school personnel.
- * Minnesota Statutes, section 121A.04, which prohibits sex discrimination in athletic programs.
- * Minnesota Rules, part 3500.0550, relating to the Inclusive Educational Program Plan.
- * Minnesota Rules, Chapter 3535.0100-.0180; 3535.2300-.2800; 3535.3000-.3700, relating to equality of educational opportunity and school desegregation, and prohibition of discriminatory practices.

By clicking "Submit" you are affirming that these laws are available in each building in the district, that the information that you have provided is accurate, and that you have the authority to submit this assurance on behalf of the district. Clicking "Cancel" will clear data entered.

NOTE: When data entry is complete, click "Submit" to send data to The Minnesota Department of Education.

5. Approve, on a Second Reading Basis, Changes to Policy 516: *Student Medication and Telehealth*

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.



**Agenda IV.A.5.
October 9, 2025**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Amy Piotrowski, director of student support services

Date: October 9, 2025

Re: Approve, on a Second Reading Basis, Changes to Policy 516: *Student Medication and Telehealth*

Recommendation: That the Board of Education approve, on a second reading basis, changes to Policy 516: *Student Medication and Telehealth*.

This policy was reviewed by the Policy Review Committee on September 16, 2025. Changes were passed, on a first reading basis, at the regular Board of Education Meeting held on September 25, 2025.

Summary of Changes:

- **516** – MSBA Legislative Update – replace “auto-injector” with “delivery system”

Adopted: 1/99

Burnsville-Eagan-Savage School District Policy 516

Reviewed: PRC 09/16/25 3/18/25

Revised: 3/27/25

Rescinds: JLCD

516 STUDENT MEDICATION AND TELEHEALTH

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering nonemergency prescription medication to students at school.

II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require prescribed drugs or medication or telehealth during the school day. The school district's licensed school nurse, or designee such as a health clerk, principal, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

III. DRUG AND MEDICATION REQUIREMENTS

A. Administration of Drugs and Medicine

1. The administration of medication or drugs at school requires a completed signed request from the student's parent or guardian. (The administration of prescription and non-prescription medication at school requires authorization from a person licensed to prescribe medications and a completed signed request from the student's parent or guardian.)
2. Drugs and medicine subject to Minnesota Statutes, 121A.22 must be administered, to the extent possible, according to school board procedures that must be developed in consultation with:
 - a. with a licensed nurse, in a district that employs a licensed nurse under Minnesota Statutes, section 148.171;
 - b. with a licensed school nurse, in a district that employs a licensed school nurse licensed under Minnesota Rules, part 8710.6100;
 - c. with a public or private health-related organization, in a district that contracts with a public or private health or health-related organization, according to Minnesota Statutes, 121A.21; or

- d. with the appropriate party, in a district that has an arrangement approved by the Commissioner of the Minnesota Department of Education, according to Minnesota Statutes, 121A.21.

3. Exclusions

The provisions on administration of drugs and medicine above do not apply to drugs or medicine that are:

- a. purchased without a prescription;
- b. used by a pupil who is 18 years old or older;
- c. used in connection with services for which a minor may give effective consent;
- d. used in situations in which, in the judgment of the school personnel, including a licensed nurse, who are present or available, the risk to the pupil's life or health is of such a nature that drugs or medicine should be given without delay;
- e. used off the school grounds;
- f. used in connection with athletics or extracurricular activities;
- g. used in connection with activities that occur before or after the regular school day;
- h. provided or administered by a public health agency to prevent or control an illness or a disease outbreak as provided under Minnesota law;
- i. prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:
 - (1) the school district has received a written authorization each school year from the pupil's parent permitting the student to self-administer the medication;
 - (2) the inhaler is properly labeled for that student; and
 - (3) the parent has not requested school personnel to administer the medication to the student.

In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written

verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers.

- j. epinephrine delivery systems~~—auto-injectors~~, consistent with Minnesota Statutes, section 121A.2205, if the parent and prescribing medical professional annually inform the pupil's school in writing that
 - (1) the pupil may possess the epinephrine or
 - (2) the pupil is unable to possess the epinephrine and requires immediate access to epinephrine delivery systems ~~auto-injectors~~ that the parent provides properly labeled to the school for the pupil as needed.
- k. For the purposes of Minnesota Statutes, 121A.22, special health treatments and health functions, such as catheterization, tracheostomy suctioning, and gastrostomy feedings, do not constitute administration of drugs or medicine.
 - l. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy.

B. Prescription Medication

1. An “Administering Prescription Medications” form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minnesota Statutes section 152.22, subdivision 6.
2. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label.
3. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.

4. Prescription medications are not to be carried by the student, but will be with the school district personnel. Exceptions to this requirement: prescription asthma medications self-administered with an inhaler (See Paragraph III.A.3(i) above and medications administered as noted in a written agreement between the school district and the parent or guardian or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).
5. The school must be notified immediately by the parent or guardian or student 18 years old or older in writing of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.
6. The school nurse, or designated person, shall be responsible for the filing of the Medication Authorization form in the health records section of the student file. The school nurse, or designee, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.
7. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.
8. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.

C. Nonprescription Medication.

A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian ~~and medical doctor~~ permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy

The school district will not administer medications, including herbal medicines that are not approved by the Food and Drug Administration agency.

D. Possession and Use of Epinephrine ~~Delivery Systems~~Auto-Injectors

1. Definitions

a. “Administer” means the direct application of an epinephrine delivery system to the body of an individual.

b. “Epinephrine delivery system” means a medication product approved by the United States Food and Drug Administration that automatically delivers a single, premeasured dose of epinephrine to prevent or treat a life-threatening allergic reaction.

c. “School” means a public school under Minnesota Statutes, section 120A.22, subdivision 4, or a nonpublic school, excluding a home school, under section 120A.22, subdivision 4, that is subject to the federal Americans with Disabilities Act.

2. —At the start of each school year or at the time a student enrolls in school, whichever is first, a student’s parent or guardian, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine ~~delivery systems auto-injectors~~ that enables the student to:

~~1a.~~ possess epinephrine- ~~delivery systems auto-injectors~~; or

~~2b.~~ if the parent or guardian and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine ~~delivery systems auto-injectors~~ in close proximity to the student at all times during the instructional day.

For the purposes of this policy, “instructional day” is defined as eight hours for each student contact day.

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

Districts and schools may obtain and possess epinephrine ~~delivery systems auto-injectors~~ to be maintained and administered by school personnel, including a

licensed nurse, to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine-~~delivery systems auto-injector~~. The administration of an epinephrine ~~delivery systems auto-injector~~ in accordance with Minnesota Statutes, section 121A.2207 is not the practice of medicine.

~~Effective July 1, 2024, registered~~ Registered nurses may administer epinephrine ~~delivery systems auto-injectors~~ in a school setting according to a condition-specific protocol as authorized under Minnesota Statutes, section 148.235, subdivision 8. Notwithstanding any limitation in Minnesota Statutes, sections 148.171 to 148.285, licensed practical nurses may administer epinephrine ~~delivery systems auto-injectors~~ in a school setting according to a condition-specific protocol that does not reference a specific patient and that specifies the circumstances under which the epinephrine ~~delivery system auto-injector~~ is to be administered, when caring for a patient whose condition falls within the protocol.

A district or school may enter into arrangements with manufacturers of epinephrine ~~delivery systems auto-injectors~~ to obtain epinephrine ~~delivery systems auto-injectors~~ at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine ~~delivery systems auto-injectors~~.

The Commissioner of the Minnesota Department of Health must provide a district or school with a standing order for distribution of epinephrine delivery systems under Minnesota Statutes, sections 148.235, subdivision 8 and 151.37, subdivision 2.

E. Sunscreen

A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

F. Procedure regarding unclaimed drugs or medications.

1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused

prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion the school district.

2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes, section 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.
3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes, section 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

IV. ACCESS TO SPACE FOR MENTAL HEALTH CARE THROUGH TELEHEALTH

- A. Beginning October 1, 2024, to the extent space is available, the school district must provide an enrolled secondary school student with access during regular school hours, and to the extent staff is available, before or after the school day on days when students receive instruction at school, to space at the school site that a student may use to receive mental health care through telehealth from a student's licensed mental health provider. A secondary school must develop a plan with procedures to receive requests for access to the space.
- B. The space must provide a student privacy to receive mental health care.
- C. A student may use a school-issued device to receive mental health care through telehealth if such use is consistent with the district or school policy governing acceptable use of the school-issued device.
- D. A school may require a student requesting access to space under this section to submit to the school a signed and dated consent from the student's parent or guardian, or from the student if the student is age 16 or older, authorizing the student's licensed mental health provider to release information from the student's health record that is requested by the school to confirm the student is currently receiving mental health care from the provider. Such a consent is valid for the school year in which it is submitted.

- Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.21 (School Health Services)
Minn. Stat. § 121A.216 (Access to Space for Mental Health Care through Telehealth)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
~~_____~~ Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Delivery Systems Auto~~_____~~Injectors; Model Policy)
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine-Delivery Systems Auto~~Injectors~~)
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
Minn. Stat. § 148.171 (Definitions; Title)
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)
Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Definitions)
Minn. Stat. § 152.23 (Limitations)
Minn. Rule 8710.6100 (School Nurse)
20 U.S.C. § 1400 et seq. (Individuals with Disabilities Education)
29 U.S.C. § 794 et seq. (Rehabilitation Act of 1973, § 504)
- Cross References: Burnsville-Eagan-Savage School District Policy 418 (Drug-Free Workplace/Drug-Free School)

6. Approve, on a Second Reading Basis, Changes to Policies: 414:
Mandated Reporting of Child Neglect or Physical or Sexual Abuse, 534:
School Meals, 707: *Transportation of Public School Students*, 709:
Student Transportation Safety Policy, 802: *Disposition of Obsolete
Equipment and Material*, and 806: *Crisis Management Policy*

**Agenda IV.A.6.
October 9, 2025**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Stacey Sovine, executive director of administrative services

Date: October 9, 2025

Re: Approve, on a Second Reading Basis, Changes to Policies 414: *Mandated Reporting of Child Neglect or Physical or Sexual Abuse*, 534: *School Meals*, 707: *Transportation of Public School Students*, 709: *Student Transportation Safety Policy*, 802: *Disposition of Obsolete Equipment and Material*, and 806: *Crisis Management Policy*

Recommendation: That the Board of Education approve, on a second reading basis, changes to Policies 414: *Mandated Reporting of Child Neglect or Physical or Sexual Abuse*, 534: *School Meals*, 707: *Transportation of Public School Students*, 709: *Student Transportation Safety Policy*, 802: *Disposition of Obsolete Equipment and Material*, and 806: *Crisis Management Policy*.

These policies were reviewed by the Policy Review Committee on September 16, 2025 and changes were passed, on a first reading basis, at the regular meeting of the Board of Education on September 25, 2025.

Summary of Changes:

- **414** – MSBA Legislative Updates – threatened injury section
- **534** - MSBA Legislative Updates – new provision on second breakfast and/or lunch
- **707** - MSBA Legislative Updates – students with disabilities
- **709** - MSBA Legislative Updates – student safety training dates deleted
- **802** - MSBA Legislative Updates – surplus books provision added
- **806** - MSBA Legislative Updates – violence prevention report information

Adopted: 7/2001 *Burnsville-Eagan-Savage School District Policy 414*
 Reviewed: ~~PRC 09/16/2025~~ ~~10/10/2024~~
 Revised: 4/28/2022
 Rescinds: GBHA

414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to fully comply with Minn. Stat. Ch. 260E requiring school personnel to report suspected child neglect or physical or sexual abuse.
- B. A violation of this policy occurs when any school personnel fails to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

III. DEFINITIONS

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

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

response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

Neglect does not occur solely because the child's parent, guardian, or other person responsible for the child's care in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the child in lieu of medical care.

- G. "Nonmaltreatment mistake" occurs when: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minn. Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minn. Rules Ch. 9503.
- H. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employee or agent, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- I. "Physical abuse" means any physical injury, mental injury (under subdivision 13), or threatened injury (under subdivision 23), inflicted by a person responsible for the child's care or a child other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minn. Stat. § 125A.0942 or § 245.825.

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

Actions that are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions that result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, Subd. 6; (7) striking a child under age

one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances that were not prescribed for the child by a practitioner, in order to control or punish the child, or other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or that subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (9) unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379 including, but not limited to, tying, caging, or chaining; or (10) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minn. Stat. § 121A.58.

- J. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes maltreatment of a child and contains sufficient content to identify the child and any person believed to be responsible for the maltreatment if known.
- K. "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.
- L. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a current or recent position of authority (as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor that constitutes a violation of Minnesota statutes prohibiting prostitution, or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation that requires registration under Minn. Stat. § 243.166, Subd. 1b(a) or (b) (Registration of Predatory Offenders).
- M. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has (1) subjected the child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm under Minnesota Statutes, section 260E.03, subdivision 5, or a similar law of another jurisdiction; (2) been found to be palpably unfit under Minnesota Statutes, section 260C.301, subdivision 1, paragraph (b), clause 3, or a similar law of another jurisdiction; (3) committed an act that resulted in an involuntary termination of parental rights under Minnesota Statutes, section 260C.301, or a similar law of another jurisdiction; (4) or committed an act that resulted in the involuntary transfer

of permanent legal and physical custody of a child to a relative or parent under Minnesota Statutes, section 260C.515, subdivision 4, or a similar law of another jurisdiction.

..

IV. REPORTING PROCEDURES

- A. A mandated reporter shall immediately report the information to the local welfare agency, agency responsible for assessing or investigating the report, police department, county sheriff, tribal social services agency, or tribal police department. The reporter will include their name and address in the report.
- B. An oral report shall be made immediately by telephone or otherwise, the oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assessing or investigating the report. Any report shall be of sufficient content to identify the child, any person believed to be responsible for the maltreatment of the child if the person is known, the nature and extent of the maltreatment and the name and address of the reporter.
- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of custodial or parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- G. An employer of a mandated reporter shall not retaliate against the person for reporting in good faith maltreatment against a child with respect to whom a report is made, because of the report.
- H. Any person who knowingly or recklessly makes a false report under the provisions

of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, plus costs and reasonable attorney fees. Knowingly or recklessly making a false report also may result in discipline.

V. INVESTIGATION

- A. The responsibility for assessing or investigating reports of suspected maltreatment rests with the appropriate state, county, or local agency or agencies. The agency responsible for assessing or investigating reports of maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged offender, and any other person with knowledge of the maltreatment for the purpose of gathering the facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of the alleged offender or parent, legal guardian, or a school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.
- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.
- C. Except where the alleged offender is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.
- D. Where the alleged offender is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility,

pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

- A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.
- B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

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

VIII. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Stat. § 121A.58 (Corporal Punishment)
 Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
 Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
 Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)
 Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
 Minn. Stat. § 260C.007, Subd. 4, Clause (5) (Child in Need of Protection)
[Minn. Stat § 260C.301 \(Termination of Parental Rights\)](#)

Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)
 Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)
 Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
 Minn. Stat. § 609.02, Subd. 6 (Definitions – Dangerous Weapon)
 Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)
 Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)
 Minn. Stat. § 609.379 (Reasonable Force)
 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

Cross References: Burnsville-Eagan-Savage School District Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
 Burnsville-Eagan-Savage School District Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
 Burnsville-Eagan-Savage School District Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
 Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 Burnsville-Eagan-Savage School District Policy 406 (Public and Private Personnel Data)
 Burnsville-Eagan-Savage School District Policy 423 (Employee-Student Relationships)

Adopted: 1/27/2022

Burnsville-Eagan-Savage School District Policy 534

Reviewed: ~~PRC 09/16/2025 10/26/2023~~

Revised: 11/9/2023

Rescinds:

534 SCHOOL MEALS POLICY

In 2021, the Minnesota legislature amended Minnesota Statutes, section 124D.111, that now states that Minnesota school districts that participate in the national school lunch program must adopt a school meals policy.

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 a la carte or second meals as well as to maintain the financial integrity of the school nutrition program.

II. PAYMENT OF MEALS

A. All meal and a la carte purchases are to be prepaid before meal service begins. Electronic payments with credit or debit cards can be deposited online using the district contracted vendor or with cash or check in person at a school or the district office.

B. Free School Meals Program

1. The free school meals program is created within the Minnesota Department of Education

2. Each A-school that participates in the United States Department of Agriculture National

~~—~~School Lunch program and has an Identified Student Percentage at or above the federal percentage determined for all meals to be reimbursed at the free rate must participate in the federal Community Eligibility Provision in order to participate in the free school meals program

3. C.—Each school that participates in the free school meals program must:

~~(1)~~a. participate in the United States Department of Agriculture School Breakfast Program and the United States Department of Agriculture National School Lunch Program; and

b. (2) provide to all students at no cost up to two federally reimbursable meals per school day, with a maximum of one free breakfast and one free lunch.

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

DC. Once a first 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.

ED. When a student has a negative account balance, the student will not be allowed to charge a second meal or a la carte items. Sufficient funds for second meals a la carte items must be provided at the point of sale. It is not intended for a student to be allowed to charge second meals or a la carte items.

F. A student may purchase a second breakfast at the nonprogram price if the student has already selected a reimbursable breakfast.

G. A student may purchase a second lunch at the nonprogram price if the student has already selected a reimbursable lunch.

III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

- A. The school district will make reasonable efforts to notify caregiver when meal account balances are low or fall below zero.
- B. Caregiver 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.
- C. Reminders for payment of outstanding student meal balances must not demean or stigmatize any student participating in the school lunch program, including, but not limited to, discarding meals, withdrawing a meal that has been served, announcing or listing students' names publicly, providing alternative meals not specifically related to dietary needs; providing nonreimbursable meals; 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. 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 must not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.
- E. The school district will not impose any other restriction prohibited under Minnesota Statutes section 123B.37 due to unpaid student meal balances. The school district 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.

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 must post this 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 will provide the vendor with its school meals policy. The school district must ensure that any third-party provider with whom the school district enters into either an original or modified contract after July 1, 2021, adheres to the school district's school meals policy.

Legal References: Minn. Stat. § 123B.37 (Prohibited Fees)
 Minn. Stat. § 124D.111 (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

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)

Adopted: 4/14/2016
 Reviewed: ~~2/9/2023~~09/16/2025
 Revised: 10/10/2024
 Rescinds:

Burnsville-Eagan-Savage School District Policy 707

707 TRANSPORTATION OF PUBLIC-SCHOOL STUDENTS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

afterschool program for children operated by a political subdivision of the state, if the facility, residence, or program is within the attendance area of the school the student attends. Unless otherwise specifically provided by law, a homeless student is a resident of the school district if enrolled in the school district.

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

IV. ELIGIBILITY

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

V. TRANSPORTATION OF NONRESIDENT STUDENTS

- A. If requested by the parent of a nonresident student, the school district shall provide transportation within its borders to a nonresident student at the same level of service that is provided to resident students.
- B. If the school district decides to transport a nonresident student within the student's resident district, the school district will notify the student's resident district of its decision, in writing, prior to providing transportation.
- C. When divorced or legally separated parents or parents residing separately reside in different school districts and share physical custody of a student, the parents or guardians shall be responsible for the transportation of the student to the border of the school district during those times when the student is residing with the parent in the nonresident school district.

- D. The school district may provide transportation to allow a student who attends a high-need English language learner program and who resides within the transportation attendance area of the program to continue in the program until the student completes the highest grade level offered by the program.

VI. TRANSPORTATION OF RESIDENT STUDENTS TO NONDISTRICT SCHOOLS

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

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

- A. Upon a request of a parent or guardian, the board must provide necessary transportation, consistent with Minnesota Statutes, section 123B.92, subdivision 1(b)(4), for a resident child with disabilities ~~a disability~~ not yet enrolled in kindergarten for the provision of special instruction and services. Special instruction and services for a child with ~~a disability~~ disabilities not yet enrolled in kindergarten include an individualized education program (IEP) team placement in an early childhood program when that placement is necessary to address the child's level of functioning and needs.
- B. Resident students with disabilities ~~a disability whose handicapped conditions are such that the student cannot be safely transported on the regular school bus~~

~~and/or school bus route and/or when the student is who are~~ transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the school. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the condition and applicable laws. This provision shall not be applicable to parents or guardians who transport their own child under a contract with the school district.

- C. Resident students with a disability who are boarded and lodged at Minnesota state academies for educational purposes, but who also are enrolled in a public school within the school district, shall be provided transportation, by the school district to and from said board and lodging facilities, at the expense of the school district.
- D. If a resident student with a disability attends a public school located in a contiguous school district and the school district of attendance does not provide special instruction and services, the school district shall provide necessary transportation for the student between the school district boundary and the educational facility where special instruction and services are provided within the school district. The school district may provide necessary transportation of the student between its boundary and the school attended in the contiguous district, but shall not pay the cost of transportation provided outside the school district boundary.
- E. When a student with a disability or a student with a short-term or temporary disability is temporarily placed for care and treatment in a day program located in another school district and the student continues to live within the school district during the care and treatment, the school district shall provide the transportation, at the expense of the school district, to that student. The school district may establish reasonable restrictions on transportation, except if a Minnesota court or agency orders the child placed at a day care and treatment program and the school district receives a copy of the order, then the school district must provide transportation to and from the program unless the court or agency orders otherwise. Transportation shall only be provided by the school district during regular operating hours of the school district.
- F. When a nonresident student with a disability or a student with a short-term or temporary disability is temporarily placed in a residential program within the school district, including correctional facilities operated on a fee-for-service basis and state institutions, for care and treatment, the school district shall provide the necessary transportation at the expense of the school district. Where a joint powers entity enters into a contract with a privately owned and operated residential facility for the provision of education programs for special education students, the joint powers entity shall provide the necessary transportation.
- G. Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health

care information as required by law.

- H. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in Minnesota Statutes, Chapter 125A.

VIII. HOMELESS STUDENTS

- A. Homeless students shall be provided with transportation services comparable to other students in the school district.
- B. Upon request by the student's parent, guardian, or homeless education liaison, the school district shall provide transportation for a homeless student as follows:
 1. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements within the school district shall be provided transportation to and from the secondary resident student's school of origin and the shelter or other non-shelter on the same basis as transportation services are provided to other students in the school district.
 2. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements outside of the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location on the same basis as transportation services are provided to other students in the school district, unless the school district and the school district in which the student is temporarily placed agree that the school district in which the student is temporarily placed shall provide transportation.
 3. If a nonresident student is homeless and is residing in a public or private homeless shelter or has other non-shelter living arrangements within the school district, the school district may provide transportation services between the shelter or non-shelter location and the student's school of origin outside of the school district upon agreement with the school district in which the school of origin is located.
 4. A homeless nonresident student enrolled under Minnesota Statutes section 124D.08, subdivision 2a, must be provided transportation from the student's district of residence to and from the school of enrollment.

IX. AVAILABILITY OF SERVICES

Transportation shall be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break. Transportation may be provided for summer instructional programs for students with a disability or in conjunction with a learning year program. Transportation between home and school may

also be provided, in the discretion of the school district, on staff development days.

X. MANNER OF TRANSPORTATION

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

XI. RESTRICTIONS

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

XII. FEES

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

- Legal References:**
- Minn. Stat. § 120A.22 (Compulsory Instruction)
 - Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
 - Minn. Stat. § 121A.59 (Bus Transportation is a Privilege Not a Right)
 - Minn. Stat. § 123B.36 (Authorized Fees)
 - Minn. Stat. § 123B.41 (Definitions)
 - Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
 - Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
 - Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
 - Minn. Stat. § 124D.03 (Enrollment Options Program)
 - Minn. Stat. § 124D.04 (Enrollment Options Programs in Border States)
 - Minn. Stat. § 124D.041 (Reciprocity with Adjoining States)
 - Minn. Stat. § 124D.08 (School Board’s Approval to Enroll in Nonresident District; Exceptions)
 - Minn. Stat. Ch. 125A (Special Education and Specials Programs)
 - Minn. Stat. § 125A.02 (Children with a Disability, Defined)
 - Minn. Stat. § 125A.12 (Attendance in Another District)
 - Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)
 - Minn. Stat. § 125A.51 (Placement of Children Without Disabilities; Education and Transportation)
 - Minn. Stat. § 125A.515 (Placement of Students; Approval of Education Program)
 - Minn. Stat. § 125A.65 (Attendance at Academies for the Deaf and Blind)
 - Minn. Stat. § 126C.01 (Definitions)
 - Minn. Stat. § 127A.47 (Payments to Resident and Nonresident Districts)
 - Minn. Stat. § 190.05 (Definitions)
 - Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
 - Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disabilities)
 - 20 U.S.C. § 1415 (Individuals with Disabilities Education Act)
 - 29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
 - 42 U.S.C. § 2000d (Prohibition Against Exclusion from Participation in, Denial of Benefits of, and Discrimination under Federally Assisted Programs on Ground of Race, Color, or National Origin)
 - 42 U.S.C. § 11431, *et seq.* (McKinney-Vento Homeless Assistance Act of 2001)
 - 42 U.S.C. § 12132, *et seq.* (Americans With Disabilities Act)

- Cross References:**
- Burnsville-Eagan-Savage School District Policy 708 (Transportation of Nonpublic School Students)
 - Burnsville-Eagan-Savage School District Policy 709 (Student Transportation Safety Policy)
 - Burnsville-Eagan-Savage School District Policy 710 (Extracurricular Transportation)

Adopted: 12/03
 Reviewed: 12/12/2024
 Revised: 01/09/2025
 Rescinds: EEAC

Burnsville-Eagan-Savage School District Policy 709

709 STUDENT TRANSPORTATION SAFETY POLICY

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

The school district may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

B. Student School Bus Safety Training

1. The school district shall provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training of the following concepts:
 - a. transportation by school bus is a privilege, not a right;
 - b. school district policies for student conduct and school bus safety;
 - c. appropriate conduct while on the bus;
 - d. the danger zones surrounding a school bus;
 - e. procedures for safely boarding and leaving a school bus;
 - f. procedures for safe vehicle lane crossing; and
 - g. school bus evacuation and other emergency procedures.
2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus

training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within 4 weeks of their first day of attendance.

3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.
4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minnesota Statutes section 169.446, subdivision 2.
5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.
6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.
7. The school district may provide kindergarten students with school bus safety training before the first day of school.
8. The school district shall adopt and make available for public review a curriculum for transportation safety education.
9. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

C. Active Transportation Safety Training

1. Training required
 - a. The school district must provide public school pupils enrolled in kindergarten through grade 3 with age-appropriate active transportation safety training. At a minimum, the training must include pedestrian safety, including crossing roads.

- b. The school district must provide pupils enrolled in grades 4 through 8 with age-appropriate active transportation safety training. At a minimum, the training must include:
- (1) pedestrian safety, including crossing roads safely using the searching left, right, left for vehicles in traffic technique;
 - (2) bicycle safety, including relevant traffic laws, use and proper fit of protective headgear, bicycle parts and safety features, and safe biking techniques; and
 - (3) electric-assisted bicycle safety, including that a person under the age of 15 is not allowed to operate an electric-assisted bicycle.

~~2. Deadlines.~~

- ~~a. Students under subdivision 1, paragraph (a), who are enrolled during the first or second week of school and have not previously received active transportation safety training specified in that paragraph must receive the safety training by the end of the third week of school.~~
- ~~b. Students under subdivision 1, paragraph (b), who are enrolled during the first or second week of school and have not previously received active transportation safety training specified in that paragraph must receive the safety training by the end of the sixth week of school.~~
- ~~c. Students under subdivision 1, paragraph (a) or (b), who enroll in a school after the second week of school and have not received the appropriate active transportation safety training in their previous school district must undergo the training or receive active transportation safety instructional materials within four weeks of the first day of attendance.~~
- ~~d. The school district and a nonpublic school may provide kindergarten pupils with active transportation safety training before the first day of school.~~

3. Instruction

- a. The school district may provide active transportation safety training through distance learning.
- b. The district and a nonpublic school must make reasonable accommodations for the active transportation safety training of

pupils known to speak English as a second language and pupils with disabilities.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

- A. Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students.
- B. Consequences for school bus/bus stop misconduct will be imposed by the school district under adopted administrative discipline procedures. In addition, all school bus/bus stop misconduct will be reported to the school district's transportation safety director. Serious misconduct may be reported to local law enforcement.
 - 1. School Bus and Bus Stop Rules. The school district school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. In most circumstances, consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the school district's Transportation Office/School Office.
 - 2. Rules at the Bus Stop
 - a. Get to your bus stop 5 minutes before your scheduled pick up time. The school bus driver will not wait for late students.
 - b. Respect the property of others while waiting at your bus stop.
 - c. Keep your arms, legs, and belongings to yourself.
 - d. Use appropriate language.
 - e. Stay away from the street, road, or highway when waiting for the bus.
 - f. Wait until the bus stops before approaching the bus.
 - g. After getting off the bus, move away from the bus.
 - h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
 - i. No fighting, harassment, intimidation, or horseplay.
 - j. No use of alcohol, tobacco, or drugs.

3. Rules on the Bus

- a. Immediately follow the directions of the driver.
- b. Sit in your seat facing forward.
- c. Talk quietly and use appropriate language.
- d. Keep all parts of your body inside the bus.
- e. Keep your arms, legs, and belongings to yourself.
- f. No fighting, harassment, intimidation, or horseplay.
- g. Do not throw any object.
- h. No eating, drinking, or use of alcohol, tobacco, or drugs.
- i. Do not bring any weapons or dangerous objects on the school bus.
- j. Do not damage the school bus.

4. Consequences

- a. Consequences for school bus/bus stop misconduct will apply to all regular and late routes. Decisions regarding a student's ability to ride the bus in connection with cocurricular and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the school district. Parents or guardians will be notified of any suspension of bus privileges.

(1) Elementary (K-6)

1st offense – warning

2nd offense – 3 school-day suspension from riding the bus

3rd offense – 5 school-day suspension from riding the bus

4th offense – 10 school-day suspension from riding the
bus/meeting with parent

Further offenses – individually considered. Students may be suspended for longer periods of time, including the remainder of the school year.

(2) Secondary (7-12)

1st offense – warning

2nd offense – 5 school-day suspension from riding the bus

3rd offense – 10 school-day suspension from riding the bus

4th offense – 20 school-day suspension from riding the bus/meeting with parent

5th offense – suspended from riding the bus for the remainder of the school year

[Note: When any student goes 60 transportation days without a report, the student's consequences may start over at the first offense.]

(3) Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school also may result from school bus/bus stop misconduct.

(4) Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that are reasonably believed to cause an immediate and substantial danger to the student or surrounding persons or property shall be provided by the school district to local law enforcement and the Department of Public Safety in accordance with state and federal law.

(5) Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within 2 weeks may result in the loss of bus privileges until damages are paid.

(6) Notice

School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.

(7) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate

school district personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

The school district school bus and bus stop rules will be provided to each family. Parents and guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

1. Become familiar with school district rules, policies, regulations, and the principles of school bus safety, and thoroughly review them with their children;
2. Support safe riding and walking practices, and recognize that students are responsible for their actions;
3. Communicate safety concerns to their school administrators;
4. Monitor bus stops, if possible;
5. Have their children to the bus stop 5 minutes before the bus arrives;
6. Have their children properly dressed for the weather; and
7. Have a plan in case the bus is late.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

- A. School bus drivers shall have a valid Class A, B, or C Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in Sections VII.B. and VII.C., below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-I" school bus as set forth in Section VII.D., below.
- B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.
- C. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation,

in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within 30 days of the conviction. For purposes of this paragraph, a “serious traffic violation” means a conviction of any of the following offenses:

1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;
 2. reckless driving;
 3. improper or erratic traffic lane changes;
 4. following the vehicle ahead too closely;
 5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;
 6. driving a commercial vehicle without obtaining a commercial driver’s license or without having a commercial driver’s license in the driver’s possession.
 7. driving a commercial vehicle without the proper class of commercial driver’s license and/or endorsements for the specific vehicle group being operated or for the passengers or type of cargo being transported;
 8. a violation of a state or local law prohibiting texting while driving a commercial vehicle; and
 9. a violation of a state or local law prohibiting the use of a hand-held mobile telephone while driving a commercial vehicle.
- D. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver’s license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person’s employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.
- E. A school bus driver, with the exception of a driver operating a type A-I school bus, who has a Minnesota commercial driver’s license suspended, revoked, or cancelled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person’s employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The

notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.

- F. A person who operates a type III vehicle and who sustains a conviction as described in Section VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within 10 days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

VI. SCHOOL BUS DRIVER TRAINING

A. Training

1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the Model School Bus Driver Training Manual.
2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Section VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. Safely operate the type of school bus the driver will be driving;
2. Understand student behavior, including issues relating to students with disabilities;
3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;

4. Know and understand relevant laws, rules of the road, and local school bus safety policies;
5. Handle emergency situations; and
6. Safely load and unload students.

The evaluation must include completion of an individual “school bus driver evaluation form” (road test evaluation) as contained in the Model School Bus Driver Training Manual.

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.
2. Only students assigned to the school bus by the school district shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.
3. The parent/guardian may designate, pursuant to school district policy, a day care facility, respite care facility, the residence of a relative, or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet all other eligibility requirements.
4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.
5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.
6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion or a part of traffic. For purposes of this paragraph, “school bus” has the meaning given in Minnesota Statutes 169.011, subdivision 71. In addition, “school bus” also includes type III vehicles when driven by employees or agents of the school district. “Cellular phone” means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.
2. Type III vehicles must be painted a color other than national school bus yellow.
3. Type III vehicles shall be state inspected in accordance with legal requirements.
4. Vehicles model year 2007 or older must not be used as type III vehicles to transport school children, except those vehicles that are manufactured to meet the structural requirements of federal motor vehicle safety standard 222, Code of Federal Regulations, title 49, part 571.
5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words "school bus" in any location on the exterior of the vehicle or in any interior location visible to a motorist.
6. A "type III vehicle" must not be outwardly equipped and identified as a type A, B, C, or D bus.
7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.
8. Type III vehicles must be equipped with mirrors as required by law.
9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.
10. Any type III vehicle used to transport students must carry emergency equipment including:
 - a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be

mounted in a bracket, and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.

- b. First aid kit and body fluids cleanup kit. A minimum of a 10-unit first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver's compartment and must be marked to indicate their identity and location.
 - c. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.
11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.
 12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.
 13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.

C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:
 - a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.
 - b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:
 - (1) safe operation of a type III vehicle;

- (2) understanding student behavior, including issues relating to students with disabilities;
- (3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;
- (4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;
- (5) handling emergency situations;
- (6) proper use of seat belts and child safety restraints;
- (7) performance of pretrip vehicle inspections;
- (8) safe loading and unloading of students, including, but not limited to:
 - (a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;
 - (b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;
 - (c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;
 - (d) placing the type III vehicle in “park” during loading and unloading;
 - (e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and
- (9) compliance with paragraph V.F. concerning reporting convictions to the employer within 10 days of the date of conviction.

- c. A background check or background investigation of the operator has been conducted that meets the requirements under Minnesota Statutes, section 122A.18, subdivision. 8, or Minnesota Statutes, section 123B.03 for school district employees; Minnesota Statutes, section 144.057 or Minnesota Statutes, Chapter 245C for day care employees; or Minnesota Statutes, section 171.321, subdivision 3, for all other persons operating a type III vehicle under this section.
- d. Operators shall submit to a physical examination as required by Minnesota Statutes, section 171.321, subdivision 2.
- e. The operator's employer requires preemployment drug testing of applicants for operator positions. Current operators must comply with the employer's policy under Minnesota Statutes, section 181.951, subdivisions 2, 4, and 5. Notwithstanding any law to the contrary, the operator's employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.
- f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by Minnesota Statutes, section 171.321, subdivision 5.
- g. A person who sustains a conviction, as defined under Minnesota Statutes section 609.02, of violating Minnesota Statutes sections 169A.25, § 169A.26, § 169A.27 (driving while impaired offenses), or 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under Minnesota Statutes, sections 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for 5 years from the date of conviction.
- h. A person who has ever been convicted of a disqualifying offense as defined in Minnesota Statutes sections 171.3215, subdivision 1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.
- i. A person who sustains a conviction, as defined under Minnesota Statutes section 609.02, of a moving offense in violation of Minnesota Statutes Chapter 169 within 3 years of the first of 3 other moving offenses is precluded from operating a type III vehicle for 1 year from the date of the last conviction.
- j. Students riding the type III vehicle must have training required under Minnesota Statutes section 123B.90, subdivision 2 (See

Section II.B., above).

k. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.

2. The type III vehicle must bear a current certificate of inspection issued under Minnesota Statutes section 169.451.

3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from paragraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.

D. Type A-I “Activity” Buses Driven by Employees with a Driver’s License Without a School Bus Endorsement

1. The holder of a Class D driver’s license, without a school bus endorsement, may operate a type A-I school bus or a Multifunction School Activity Bus (MFSAB) under the following conditions:

a. The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.

b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.

c. The operator is prohibited from using the 8-light system if the vehicle is so equipped.

d. The operator has submitted to a background check and physical examination as required by Minnesota Statutes section 171.321, subdivision 2.

e. The operator has a valid driver’s license and has not sustained a conviction of a disqualifying offense as set forth in Minnesota Statutes section 171.02, subdivisions 2a(h) - 2a(j).

f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration’s “Guideline for the Safe Transportation of Preschool Age Children in School Buses,” if child safety restraints

are used by passengers, in addition to the training required in Section VI., above.

- g. The bus has a gross vehicle weight rating of 14,500 pounds or less and is designed to transport 15 or fewer passengers, including the driver.
2. The school district shall maintain annual certification of the requirements listed in this section for each Class D license operator.
 3. A school bus operated under this section must bear a current certificate of inspection.
 4. The word "School" on the front and rear of the bus must be covered by a sign that reads "Activities" when the bus is being operated under authority of this section.

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

- A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.
- B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).
- C. School bus drivers and bus assistants for special education students requiring special transportation service because of their handicapping condition shall be trained in basic first aid procedures, shall within 1 month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.
- D. Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of their handicapping condition. The information shall state:
 1. the student's name and address;
 2. the nature of the student's disabilities;
 3. emergency health care information; and
 4. the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents

or custodians who can be contacted in case of an emergency.

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

- A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.
- B. All school vehicles shall be state inspected in accordance with legal requirements.
- C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.
- D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

The school board has designated an individual to serve as the school district's school transportation safety director. The school transportation safety director shall have day-to-day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school district. The school transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school transportation safety director shall certify annually to the school board that each school bus driver meets the school bus driver training competencies required by Minnesota Statutes section 171.321, subdivision 4. The transportation safety director also shall annually verify or ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver Register or the Department of Public Safety. Upon request of the school district superintendent or the superintendent of the school district where nonpublic students are transported, the school transportation safety director also shall certify to the superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director.

Legal References: Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses)
 Minn. Stat. § 123B.03 (Background Check)
 Minn. Stat. § 123B.42 (Textbooks; Individual Instructor or Cooperative Learning Material; Standard Tests)
 Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
 Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)
 Minn. Stat. § 123B.90 (School Bus Safety Training)
 Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)

Minn. Stat. § 123B.935 (Active Transportation Safety Training)
 Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)
 Minn. Stat. Ch. 169 (Traffic Regulations)
 Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)
 Minn. Stat. § 169.02 (Scope)
 Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)
 Minn. Stat. § 169.446, Subd. 2 (Driver Training Programs)
 Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
 Minn. Stat. § 169.454 (Type III Vehicle Standards)
 Minn. Stat. § 169.4582 (Reportable Offense on School Buses)
 Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)
 Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
 Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)
 Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
 Minn. Stat. § 171.168 (Notification of Conviction for Violation by a Commercial Driver)
 Minn. Stat. § 171.169 (Notification of Suspension of License of Commercial Driver)
 Minn. Stat. § 171.321 (Qualifications of School Bus Driver)
 Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)
 Minn. Stat. § 181.951 (Authorized Drug and Alcohol Testing)
 Minn. Stat. Ch. 245C (Human Services Background Studies)
 Minn. Stat. § 609.02 (Definitions)
 Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)
 49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)
 49 C.F.R. § 383.33 (Notification of Driver's License Suspensions)
 49 C.F.R. § 383.5 (Transportation Definitions)
 49 C.F.R. § 383.51 (Disqualification of Drivers)
 49 C.F.R. Part 571 (Federal Motor Vehicle Safety Standards)

Cross References: Burnsville-Eagan-Savage School District Policy 416 (Drug and Alcohol Testing)
 Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
 Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)
 Burnsville-Eagan-Savage School District Policy 707 (Transportation of Public Students)
 Burnsville-Eagan-Savage School District Policy 708 (Transportation of Nonpublic Students)
 Burnsville-Eagan-Savage School District Policy 710 (Extracurricular Transportation)

Adopted: 4/1991 *Burnsville-Eagan-Savage School District Policy 802*
 Reviewed: PRC 09/16/2025 2/9/2023
 Revised: 10/10/2024
 Rescinds: DN

802 DISPOSITION OF OBSOLETE EQUIPMENT AND MATERIAL

I. PURPOSE

The purpose of this policy is to provide guidelines for the superintendent or designee to assist in timely disposition of obsolete equipment and material.

II. GENERAL STATEMENT OF POLICY

Effective use of school building space, and consideration for safety of personnel, will at times require disposal of obsolete equipment and material.

III. DEFINITIONS

- A. “Contract” means an agreement entered into by the school district for the sale of supplies, materials, or equipment.
- B. “Official newspaper” is a regular issue of a qualified legal newspaper.

IV. MANNER OF DISPOSITION

A. Authorization

The superintendent shall be authorized to dispose of obsolete equipment and materials by selling it at a fair price consistent with the procedures outlined in this policy. Any sale exceeding the minimum amount for which bids are required must first be specifically authorized by the school board. The superintendent or designee shall be authorized to properly dispose of used books, materials, and equipment deemed to have little or no value.

B. Contracts Over \$175,000

1. If the value of the equipment or materials is estimated to exceed \$175,000, sealed bids shall be solicited by two weeks’ published notice in the official newspaper. This notice shall state the time and place of receiving bids and contain a brief description of the subject matter. Additional publication in the official newspaper or elsewhere may be made as the school board shall deem necessary.
2. The sale shall be awarded to the highest responsible bidder, be duly executed in writing, and be otherwise conditioned as required by law.

3. A record shall be kept of all bids, with names of bidders and amounts of bids, and an indication of the successful bid. A bid containing an alteration or erasure of any price contained in the bid which is used in determining the highest responsible bid shall be rejected unless the alteration or erasure is corrected by being crossed out and the correction printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid.
4. In the case of identical high bids from two or more bidders, the school board may, at its discretion, utilize negotiated procurement methods with the tied high bidders so long as the price paid does not go below the high tied bid price. In the case where only a single bid is received, the school board may, at its discretion, negotiate a mutually agreeable contract with the bidder so long as the price paid does not fall below the original bid. If no satisfactory bid is received, the board may readvertise.
5. All bids obtained shall be kept on file for a period of at least one year after their receipt. Every contract made without compliance with the foregoing provisions shall be void.
6. Data submitted by a business to a school in response to a request for bids are private until opened. Once opened, the name of the bidder and the dollar amount specified become public; all other data are private until completion of the selection process, meaning the school has completed its evaluation and ranked the responses. After completion of the selection process, all data submitted by all bidders are public except trade secret data. If all responses are rejected prior to completion of the selection process, all data remain private, except the name of the bidder and the dollar amount specified which were made public at the bid opening for one year from the proposed opening date or until resolicitation results in completion of the selection process or until a determination is made to abandon the purchase, whichever occurs sooner, at which point the remaining data becomes public. Data created or maintained by the school district as part of the selection or evaluation process are protected as nonpublic data until completion of the selection or evaluation process. At that time, the data are public with the exception of trade secret data.

C. Contracts From \$25,000 to \$175,000

If the amount of the sale is estimated to exceed \$25,000 but not to exceed \$175,000, the contract may be made either upon sealed bids in the manner directed above or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding notice. All quotations obtained shall be kept on file for a period of at least one year after receipt.

D. Contracts \$25,000 or Less

If the amount of the sale is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the school board. The sale in the open market may be by auction. If the contract is made on quotation, it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after receipt.

E. Electronic Sale of Surplus Supplies, Materials, and Equipment

Notwithstanding the other procedural requirements of this policy, the school district may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused through an electronic selling process in which purchasers compete to purchase the supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

F. Notice of Quotation

Notice of procedures to receive quotations shall be given by publication or other means as appropriate to provide reasonable notice to the public.

G. Sales to Employees

No officer or employee of the school district shall sell or procure for sale or possess or control for sale to any other officer or employee of the school district any property or materials owned by the school district unless the property and materials are not needed for public purposes and are sold to a school district employee after reasonable public notice, at a public auction or by sealed response, if the employee is not directly involved in the auction or sale process. Reasonable notice shall include at least one week's published or posted notice. A school district employee may purchase no more than one motor vehicle from the school district at any one auction. This section shall not apply to the sale of property or materials acquired or produced by the school district for sale to the general public in the ordinary course of business. Nothing in this section shall prohibit an employee of the school district from selling or possessing for sale public property if the sale or possession for sale is in the ordinary course of business or the normal course of the employee's duties.

H. Exceptions for Surplus School Computers

1. A school district may bypass the requirements for competitive bidding and is not subject to any other laws relating to school district contracts if it is disposing of surplus school computer and related equipment, including tablet devices, by conveying the property and title to:
 - a. another school district;
 - b. the state department of corrections;

- c. the board of trustees of Minnesota State Colleges and Universities;
or
- d. the family of a student residing in the district whose total family income meets the federal definition of poverty.
- e. a charitable organization under section 501(c)(3) of the Internal Revenue Code that is registered with the attorney general's office for educational use.

I. Disposing of Surplus Books

Notwithstanding Minnesota Statutes, section 471.345, governing school district contracts made upon sealed bid or otherwise complying with the requirements for competitive bidding, other provisions of this section governing school district contracts, or other law to the contrary, the school district may dispose of school books, including library books, books from an individual classroom library, and textbooks including other materials accompanying a textbook. The school district may dispose of surplus books by donating them to a family of a student residing in the district or a charitable organization under section 501(c)(3) of the Internal Revenue Code.

2. If surplus school computers are not disposed of as described in Paragraph 1., upon adoption of a written resolution of the school board, when updating or replacing school computers, including tablet devices, used primarily by students, the school district may sell or give used computers or tablets to qualifying students at the price specified in the written resolution. A student is eligible to apply to the school board for a computer or tablet under this subdivision if the student is currently enrolled in the school and intends to enroll in the school in the year following the receipt of the computer or tablet. If more students apply for computers or tablets than are available, the school must first qualify students whose families are eligible for free or reduced-price meals and then dispose of the remaining computers or tablets by lottery.

Legal References: Minn. Stat. § 13.591 (Business Data)
Minn. Stat. § 15.054 (Sale or Purchase of State Property; Penalty)
Minn. Stat. § 123B.29 (Sale of School Building at Auction)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 471.85 (Property Transfer; Public Corporations)
Minn. Stat. § 645.11 (Published Notice)

Cross References: MSBA Service Manual, Chapter 13, School Law Bulletin "F" (School District Contract and Bidding Procedures)
Burnsville-Eagan-Savage School District Policy 422 (Policies Incorporated by Reference)

Adopted: 6/2000
 Reviewed: PRC 09.16.2025+2/12/2024
 Revised: 01/09/2025
 Rescinds: KDE

Burnsville Eagan Savage Policy 806

806 CRISIS MANAGEMENT POLICY

I. PURPOSE

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

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

II. GENERAL INFORMATION

A. The Policy and Plans

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

The school district's administration and/or the administration of each building shall present tailored building-specific crisis management plans to the school board for review and approval. The building-specific crisis management plans will include general crisis procedures and crisis-specific procedures. This policy and the plans will be maintained and updated on an annual basis.

B. Elements of the District Crisis Management Policy

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

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

- a. Lock-Down Procedures. Lock-down procedures will be used in situations where harm may result to persons inside the school building, such as a shooting, hostage incident, intruder, trespass, disturbance, or when determined to be necessary by the building administrator or their designee. The building administrator or designee will announce the lock-down over the public address system or other designated system. Code words will not be used. Provisions for emergency evacuation will be maintained even in the event of a lock-down. Each building administrator will submit lock-down procedures for their building as part of the building-specific crisis management plan.
- b. Evacuation Procedures. Evacuations of classrooms and buildings shall be implemented at the discretion of the building administrator or his or her designee. Each building's crisis management plan will include procedures for transporting students and staff a safe distance from harm to a designated safe area until released by the building administrator or designee. Safe areas may change based upon the specific emergency situation. The evacuation procedures should include specific procedures for children with special needs, including children with limited mobility (wheelchairs, braces, crutches, etc.), visual impairments, hearing impairments, and other sensory, developmental, or mental health needs. The evacuation procedures should also address transporting necessary medications for students that take medications during the school day.
- c. Sheltering Procedures. Sheltering provides refuge for students, staff, and visitors within the school building during an emergency.

Shelters are safe areas that maximize the safety of inhabitants. Safe areas may change based upon the specific emergency. The building administrator their designee will announce the need for sheltering over the public address system or other designated system. Each building administrator will submit sheltering procedures for his or her building as part of the building-specific crisis management plan.

2. Crisis-Specific Procedures. The Crisis Management Policy includes specific procedures for crisis-specific situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.
3. School Emergency Response Teams
 - a. Composition. The building administrator in each school building will select a school emergency response team that will be trained to respond to emergency situations. All school emergency response team members will receive on-going training to carry out the building's crisis management plans and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability, to the extent possible, school emergency response team members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the building administrator. Each building will maintain a current list of school emergency response team members which will be updated annually. The building administrator and designee(s) will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school district office.
 - b. Leaders. The building administrator or designee will serve as the leader of the school emergency response team and will be the primary contact for emergency response officials. In the event the primary designee is unavailable, the designee list should include more than one alternative designee and may include members of the emergency response team. When emergency response personnel are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response personnel.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to emergency situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's Crisis Management Policy and their own building's crisis management plan. Employees will receive a copy of the relevant building-specific crisis management plans and shall receive periodic training on plan implementation.
2. Students and Caregivers. Students and caregivers shall be made aware of the school district's Crisis Management Policy and relevant tailored emergency operations plans for each school building. Each school district's building-specific crisis management plan shall set forth how students and caregivers are made aware of the district and school-specific plans. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

B. Planning and Preparing for Fire

1. Designate a safe area suggested at least 50 feet away from the building to enable students and staff to evacuate. The safe area should not interfere with emergency responders or responding vehicles and should not be in an area where evacuated persons are exposed to any products of combustion. (Depending on the wind direction, where the building on fire is located, the direction from which the fire is arriving, and the location of fire equipment, the distance may need to be extended.)
2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe areas both inside and outside of the building. The facility diagram and site plan must identify the location of the fire alarm control panel, and utility shut offs.
3. Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in the building. During fire drills, students and staff will practice evacuations using primary evacuation routes and alternate routes.
4. Certain employees, such as those who work in hazardous areas in the building, will receive training on the locations and proper use of fire extinguishers and protective clothing and equipment.
5. Fire drills will be conducted periodically without warning at various times

of the day and under different circumstances, e.g., lunchtime, recess, and during assemblies. State law requires a minimum of five fire drills each school year, consistent with Minnesota Statutes, section 299F.30. See Minnesota Statutes, section 121A.035.

6. A record of fire drills conducted at the building will be maintained in the building administrator's office.
7. The school district will have prearranged sites for emergency sheltering and transportation as needed.
8. The school district will determine which staff will remain in the building to perform essential functions if safe to do so (e.g., switchboard, building engineer, etc.). The school district also will designate an administrator or his or her designee to meet local fire or law enforcement agents upon their arrival.

C. Facility Diagrams and Site Plans

All school buildings will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a building. Facility diagrams and site plans will be maintained by the building administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

D. Emergency Telephone Numbers

Each building will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the school district office, or at a secondary location for single building school districts, and will be updated annually.

School district plans will set forth a process to internally communicate an emergency, using telephones in classrooms, intercom systems, or two-way radios, as well as the procedure to enable the staff to rapidly convey emergency information to a building designee. Each plan will identify a primary and secondary method of communication for both internal and secondary use. It is recommended that the plan include several methods of communication because computers, intercoms, telephones, and cell phones may not be operational or may

be dangerous to use during an emergency.

E. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school buildings. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing.

The building administrator shall be responsible for informing students and employees of the warning system and the means by which the system is used to identify a specific crisis or emergency situation. Each school's building-specific crisis management plan will include the method and frequency of dissemination of the warning system information to students and employees.

F. Early School Closure Procedures

The superintendent will make decisions about closing school or buildings as early in the day as possible. The early school closure procedures will describe potential reasons for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students, families, and the school community (such as designated broadcast media, local authorities, e-mail, or district or school building web sites), and will discuss the factors to be considered in closing and reopening a school or building.

Early school closure procedures also will include a reminder to caregivers to monitor local and district social media for school closing announcements, where possible.

G. Media Procedures

The superintendent has the authority and discretion to notify caregivers and the school community in the event of a crisis or early school closure. The superintendent will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

H. Behavioral Health Crisis Intervention Procedures

Short-term behavioral health crisis intervention procedures will provide for initiating behavioral health crisis intervention plans. The procedures will utilize available resources including the school psychologist, counselor, community behavioral health crisis intervention, or others in the community. Counseling procedures will be used whenever the superintendent or the building administrator determines counseling to be necessary, such as after an assault, a hostage

situation, shooting, or suicide. The behavioral health crisis intervention procedures shall include the following steps:

1. Administrator will meet with relevant persons, including school psychologists and counselors, to determine the level of intervention needed for students and staff.
2. Designate specific rooms as private counseling areas.
3. Escort siblings and close friends of any victims as well as others in need of emotional support to the counseling areas.
4. Prohibit media from interviewing or questioning students or staff.
5. Provide follow-up services to students and staff who receive counseling.
6. Resume normal school routines as soon as possible.

I. Long-Term Recovery Intervention Procedures

Long-term recovery intervention procedures may involve both short-term and long-term recovery planning:

1. Physical/structural recovery.
2. Fiscal recovery.
3. Academic recovery.
4. Social/emotional recovery.

IV. ACTIVE SHOOTER DRILL

A. Definitions

1. "Active shooter drill" means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real life shooting.
2. "Active shooter simulation" means an emergency exercise including full-scale or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a

real life shooting. Activities or elements mimicking a real life shooting include, but are not limited to, simulation of tactical response by law enforcement. An active shooter simulation is not an active shooter drill.

3. "Evidence-based" means a program or practice that demonstrates any of the following:
 - a. a statistically significant effect on relevant outcomes based on any of the following:
 - i. strong evidence from one or more well designed and well implemented experimental studies;
 - ii. moderate evidence from one or more well designed and well implemented quasi-experimental studies; or
 - iii. promising evidence from one or more well designed and well implemented correlational studies with statistical controls for selection bias; or
 - b. a rationale based on high-quality research findings or positive evaluations that the program or practice is likely to improve relevant outcomes, including the ongoing efforts to examine the effects of the program or practice.
4. "Full-scale exercise" means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.
5. "Functional exercises" means an operations-based exercise designed to assess and evaluate capabilities and functions while in a realistic, real-time environment, however, movement of resources is usually simulated.

B. Criteria

An active shooter drill conducted according to Minnesota Statutes, section 121A.037 with students in early childhood through grade 12 must be:

1. accessible;
2. developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;
3. culturally aware;
4. trauma-informed; and

5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

C. Student Mental Health and Wellness

Active shooter drill protocols must include a reasonable amount of time immediately following the drill for teachers to debrief with their students. The opportunity to debrief must be provided to students before regular classroom activity may resume. During the debrief period, students must be allowed to access any mental health services available on campus, including counselors, school psychologists, social workers, or cultural liaisons. An active shooter drill must not be combined or conducted consecutively with any other type of emergency preparedness drill. An active shooter drill must be accompanied by an announcement prior to commencing. The announcement must use concise and age-appropriate language and, at a minimum, inform students there is no immediate danger to life and safety.

D. Notice

1. The school district must provide notice of a pending active shooter drill to every student's caregiver before an active shooter drill is conducted. Whenever practicable, notice must be provided at least 24 hours in advance of a pending active shooter drill and inform the caregiver of the right to opt their student out of participating.
2. If a student is opted out of participating in an active shooter drill, no negative consequence must impact the student's general school attendance record nor may nonparticipation alone make a student ineligible to participate in or attend school activities.
3. The Commissioner must ensure the availability of alternative safety education for students who are opted out of participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

E. Participation in Active Shooter Drills

Any student in early childhood through grade 12 must not be required to participate in an active shooter drill that does not meet the Criteria set forth above.

F. Active Shooter Simulations

A student must not be required to participate in an active shooter simulation. An active shooter simulation must not take place during regular school hours if a majority of students are present, or expected to be present, at the school. A caregiver of a student in grades 9 through 12 must have the opportunity to opt their student into participating in an active shooter simulation.

G. Violence Prevention

1. A school district or charter school conducting an active shooter drill must provide students in middle school and high school at least one hour, or one standard class period, of violence prevention training annually.
2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the following:
 - a. how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;
 - b. the importance of taking threats seriously and seeking help; and
 - c. the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity, including providing information about the Department of Public Safety's statewide anonymous threat reporting system and any local threat reporting system.
3. A school district or charter school must ensure that students have the opportunity to contribute to their school's safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:
 - a. student opportunities for leadership related to prevention and safety;
 - b. encouragement and support to students in establishing clubs and programs focused on safety; and
 - c. providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

H. Board Meeting

At a regularly scheduled school board meeting, a school board of a district that has conducted an active shooter drill must consider the following:

1. the effect of active shooter drills on the safety of students and staff; and

2. the effect of active shooter drills on the mental health and wellness of students and staff.

V. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

B. Visitors

The school district shall implement procedures mandating visitor sign in and visitors in school buildings. See Burnsville Eagan Savage School District Policy 903 (Visitors to School District Buildings and Sites).

The school district shall implement procedures to minimize outside entry into school buildings except at designated check-in points and assure that all doors are locked prior to and after regular building hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the school district.

Legal References: Minn. Stat. Ch. 12 (Emergency Management)
 Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
 Minn. Stat. § 121A.035 (Crisis Management Policy)
 Minn. Stat. § 121A.038 (Students Safe at School)Minn. Stat. § 121A.06
 (Reports of Dangerous Weapon Incidents in School Zones)
 Minn. Stat. § 299F.30 (Fire Drill in School; Doors and Exits)
 Minn. Stat. § 326B.02, Subd. 6 (Powers)
 Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and
 Industry)
 Minn. Stat. § 609.605, Subd. 4 (Trespasses)
 Minn. Rules Ch. 7511 (Fire Code)
 20 U.S.C. § 1681, *et seq.* (Title IX)
 20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)
 20 U.S.C. § 7912 (Unsafe School Choice Option)
 42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

Cross References: Burnsville Eagan Savage School District Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
Burnsville Eagan Savage School District Policy 413 (Harassment and Violence)
Burnsville Eagan Savage School District Policy 501 (School Weapons Policy)
Burnsville Eagan Savage School District Policy 506 (Student Discipline)
Burnsville Eagan Savage School District Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
Burnsville Eagan Savage School District Policy 903 (Visitors to School District Buildings and Sites)
Comprehensive School Safety Guide
[Minnesota School Safety Center - Resources \(mn.gov\)](#)

B. New Business

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.

(Food Service Contract)

Board Member Question	Staff Response																																																																																																
<p>Please share 2025-2027 steps and lanes.</p>	<table border="1" style="margin-bottom: 20px;"> <thead> <tr> <th style="background-color: #d9e1f2;">STEP</th> <th style="background-color: #d9e1f2;">Asso</th> <th style="background-color: #d9e1f2;">Asst</th> <th style="background-color: #d9e1f2;">Mgr</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: right;">\$ 18.00</td> <td style="text-align: right;">\$ 21.10</td> <td style="text-align: right;">\$ 25.80</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: right;">\$ 19.00</td> <td style="text-align: right;">\$ 21.70</td> <td style="text-align: right;">\$ 26.40</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: right;">\$ 21.90</td> <td style="text-align: right;">\$ 23.85</td> <td style="text-align: right;">\$ 28.25</td> </tr> </tbody> </table> <div style="margin-bottom: 20px;"> <p>Year 1</p> <table border="1"> <thead> <tr> <th style="background-color: #d9e1f2;">CLASSIFICATION</th> <th style="background-color: #d9e1f2;">JOB DESCRIPTION</th> <th style="background-color: #d9e1f2;">Step 1</th> <th style="background-color: #d9e1f2;">Step 2</th> <th style="background-color: #d9e1f2;">Step 3</th> </tr> </thead> <tbody> <tr> <td>LVL I</td> <td>LVL I -- FOOD SERVICE ASSOCIATE</td> <td style="text-align: right;">\$ 18.25</td> <td style="text-align: right;">\$ 19.25</td> <td style="text-align: right;">\$ 22.40</td> </tr> <tr> <td>LVL II</td> <td>LVL II -- FOOD SERVICE ASSISTANT MANAGER</td> <td style="text-align: right;">\$ 21.35</td> <td style="text-align: right;">\$ 21.95</td> <td style="text-align: right;">\$ 24.35</td> </tr> <tr> <td>LVL III</td> <td>LVL III -- FOOD SERVICE MANAGER</td> <td style="text-align: right;">\$ 26.05</td> <td style="text-align: right;">\$ 26.65</td> <td style="text-align: right;">\$ 28.75</td> </tr> </tbody> </table> <p>Year 2</p> <table border="1"> <thead> <tr> <th style="background-color: #d9e1f2;">CLASSIFICATION</th> <th style="background-color: #d9e1f2;">JOB DESCRIPTION</th> <th style="background-color: #d9e1f2;">Step 1</th> <th style="background-color: #d9e1f2;">Step 2</th> <th style="background-color: #d9e1f2;">Step 3</th> </tr> </thead> <tbody> <tr> <td>LVL I</td> <td>LVL I -- FOOD SERVICE ASSOCIATE</td> <td style="text-align: right;">\$ 18.50</td> <td style="text-align: right;">\$ 19.50</td> <td style="text-align: right;">\$ 23.00</td> </tr> <tr> <td>LVL II</td> <td>LVL II -- FOOD SERVICE ASSISTANT MANAGER</td> <td style="text-align: right;">\$ 21.60</td> <td style="text-align: right;">\$ 22.20</td> <td style="text-align: right;">\$ 24.95</td> </tr> <tr> <td>LVL III</td> <td>LVL III -- FOOD SERVICE MANAGER</td> <td style="text-align: right;">\$ 26.30</td> <td style="text-align: right;">\$ 26.90</td> <td style="text-align: right;">\$ 29.35</td> </tr> </tbody> </table> </div> <div> <p>Year 1</p> <table border="1"> <thead> <tr> <th style="background-color: #d9e1f2;">CLASSIFICATION</th> <th style="background-color: #d9e1f2;">JOB DESCRIPTION</th> <th style="background-color: #d9e1f2;">Step 1</th> <th style="background-color: #d9e1f2;">Step 2</th> <th style="background-color: #d9e1f2;">Step 3</th> </tr> </thead> <tbody> <tr> <td>LVL I</td> <td>LVL I -- FOOD SERVICE ASSOCIATE</td> <td style="text-align: right;">\$ 0.25</td> <td style="text-align: right;">\$ 0.25</td> <td style="text-align: right;">\$ 0.50</td> </tr> <tr> <td>LVL II</td> <td>LVL II -- FOOD SERVICE ASSISTANT MANAGER</td> <td style="text-align: right;">\$ 0.25</td> <td style="text-align: right;">\$ 0.25</td> <td style="text-align: right;">\$ 0.50</td> </tr> <tr> <td>LVL III</td> <td>LVL III -- FOOD SERVICE MANAGER</td> <td style="text-align: right;">\$ 0.25</td> <td style="text-align: right;">\$ 0.25</td> <td style="text-align: right;">\$ 0.50</td> </tr> </tbody> </table> <p>Year 2</p> <table border="1"> <thead> <tr> <th style="background-color: #d9e1f2;">CLASSIFICATION</th> <th style="background-color: #d9e1f2;">JOB DESCRIPTION</th> <th style="background-color: #d9e1f2;">Step 1</th> <th style="background-color: #d9e1f2;">Step 2</th> <th style="background-color: #d9e1f2;">Step 3</th> </tr> </thead> <tbody> <tr> <td>LVL I</td> <td>LVL I -- FOOD SERVICE ASSOCIATE</td> <td style="text-align: right;">\$ 0.25</td> <td style="text-align: right;">\$ 0.25</td> <td style="text-align: right;">\$ 0.60</td> </tr> <tr> <td>LVL II</td> <td>LVL II -- FOOD SERVICE ASSISTANT MANAGER</td> <td style="text-align: right;">\$ 0.25</td> <td style="text-align: right;">\$ 0.25</td> <td style="text-align: right;">\$ 0.60</td> </tr> <tr> <td>LVL III</td> <td>LVL III -- FOOD SERVICE MANAGER</td> <td style="text-align: right;">\$ 0.25</td> <td style="text-align: right;">\$ 0.25</td> <td style="text-align: right;">\$ 0.60</td> </tr> </tbody> </table> </div>	STEP	Asso	Asst	Mgr	1	\$ 18.00	\$ 21.10	\$ 25.80	2	\$ 19.00	\$ 21.70	\$ 26.40	3	\$ 21.90	\$ 23.85	\$ 28.25	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3	LVL I	LVL I -- FOOD SERVICE ASSOCIATE	\$ 18.25	\$ 19.25	\$ 22.40	LVL II	LVL II -- FOOD SERVICE ASSISTANT MANAGER	\$ 21.35	\$ 21.95	\$ 24.35	LVL III	LVL III -- FOOD SERVICE MANAGER	\$ 26.05	\$ 26.65	\$ 28.75	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3	LVL I	LVL I -- FOOD SERVICE ASSOCIATE	\$ 18.50	\$ 19.50	\$ 23.00	LVL II	LVL II -- FOOD SERVICE ASSISTANT MANAGER	\$ 21.60	\$ 22.20	\$ 24.95	LVL III	LVL III -- FOOD SERVICE MANAGER	\$ 26.30	\$ 26.90	\$ 29.35	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3	LVL I	LVL I -- FOOD SERVICE ASSOCIATE	\$ 0.25	\$ 0.25	\$ 0.50	LVL II	LVL II -- FOOD SERVICE ASSISTANT MANAGER	\$ 0.25	\$ 0.25	\$ 0.50	LVL III	LVL III -- FOOD SERVICE MANAGER	\$ 0.25	\$ 0.25	\$ 0.50	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3	LVL I	LVL I -- FOOD SERVICE ASSOCIATE	\$ 0.25	\$ 0.25	\$ 0.60	LVL II	LVL II -- FOOD SERVICE ASSISTANT MANAGER	\$ 0.25	\$ 0.25	\$ 0.60	LVL III	LVL III -- FOOD SERVICE MANAGER	\$ 0.25	\$ 0.25	\$ 0.60
STEP	Asso	Asst	Mgr																																																																																														
1	\$ 18.00	\$ 21.10	\$ 25.80																																																																																														
2	\$ 19.00	\$ 21.70	\$ 26.40																																																																																														
3	\$ 21.90	\$ 23.85	\$ 28.25																																																																																														
CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3																																																																																													
LVL I	LVL I -- FOOD SERVICE ASSOCIATE	\$ 18.25	\$ 19.25	\$ 22.40																																																																																													
LVL II	LVL II -- FOOD SERVICE ASSISTANT MANAGER	\$ 21.35	\$ 21.95	\$ 24.35																																																																																													
LVL III	LVL III -- FOOD SERVICE MANAGER	\$ 26.05	\$ 26.65	\$ 28.75																																																																																													
CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3																																																																																													
LVL I	LVL I -- FOOD SERVICE ASSOCIATE	\$ 18.50	\$ 19.50	\$ 23.00																																																																																													
LVL II	LVL II -- FOOD SERVICE ASSISTANT MANAGER	\$ 21.60	\$ 22.20	\$ 24.95																																																																																													
LVL III	LVL III -- FOOD SERVICE MANAGER	\$ 26.30	\$ 26.90	\$ 29.35																																																																																													
CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3																																																																																													
LVL I	LVL I -- FOOD SERVICE ASSOCIATE	\$ 0.25	\$ 0.25	\$ 0.50																																																																																													
LVL II	LVL II -- FOOD SERVICE ASSISTANT MANAGER	\$ 0.25	\$ 0.25	\$ 0.50																																																																																													
LVL III	LVL III -- FOOD SERVICE MANAGER	\$ 0.25	\$ 0.25	\$ 0.50																																																																																													
CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3																																																																																													
LVL I	LVL I -- FOOD SERVICE ASSOCIATE	\$ 0.25	\$ 0.25	\$ 0.60																																																																																													
LVL II	LVL II -- FOOD SERVICE ASSISTANT MANAGER	\$ 0.25	\$ 0.25	\$ 0.60																																																																																													
LVL III	LVL III -- FOOD SERVICE MANAGER	\$ 0.25	\$ 0.25	\$ 0.60																																																																																													

(BHS School Report)

Board Member Question	Staff Response
<p>Please provide more information about specific outreach efforts to our Latinx community of students and their families to increase graduation rates for this group. The numbers are consistently well below other groups. How are we identifying and resolving unique barriers to successful completion through 12th grade for these students? What strategies have proven successful within our other communities that can be leveraged?</p>	<p>During the 25-26 school year, in order to directly support the low graduation rates for our Latinx community of students at Burnsville High School we are strengthening parent and family engagement, providing targeted support and early identification, and increasing Latino staff members.</p> <p>In regards to parent and family engagement, we believe that parents are the primary educator and essential partners in their child's success. Therefore it was important for leadership to attend the first fall meeting for our Latino families in collaboration with our community education staff. Within this meeting we spoke about the importance of attendance and our plan to support the non use of cell phones</p>

during instructional time. We will have an on campus event on Tuesday October 28th that will provide families an opportunity to tour the building and see our pathways classrooms in action. Additionally, our weekly parent newsletter is provided to families in their home language.

Secondly, we are providing our Latino students targeted academic and attendance support. For example, our EL students are now being supported within their ELA classes by an EL staff member. We continue to provide students the opportunity to attend tutoring sessions and are holding students accountable when there is an absence or tardy to class. Additionally, we are systematically able to identify student needs sooner through our 9th Grade Academy, credit recovery intervention, and transcript knowledge.

Lastly, we have increased the number of staff that are bilingual and/or are Latinx. This has shown up, most significantly, within our clerical unit, cultural liaisons, ML teaching staff, and school counselors. This hiring and retention approach has helped connect students with adults to serve as mentors, promote feelings of empowerment, begin to break down language and systematic barriers, and help staff in implementing more culturally proficient strategies.

1. Final Approval for Band Trip to Malta

100

Speaker(s): Dr. Chris Bellmont, Assistant Superintendent and Emily Naajar-Fields, Teacher



**Agenda IV.B.1.
October 9, 2025**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Dr. Chris Bellmont, assistant superintendent, and Emily Najjar-Field, music teacher and chaperone

Date: October 9, 2025

Re: Final Approval for Band Trip to Malta

Recommendation: That the Board of Education approve the final application for an international field trip for the Burnsville High School Band program to Malta.

Date: February 14-22, 2026

Destination: Malta

Name of sponsoring staff: Keith French, Scott Kosloski, Emily Najjar-Fields and Nick Armstrong

Description and Educational Objective:

To enhance musicality through performance. Students will also enhance their awareness of other cultures. Performances include day and nighttime concerts at concert venues and local schools.

Final estimated cost per student:

\$3,289.00 - \$3,671.00

- Pricing includes tour and airfare.
- Range of cost is dependent on how many people per room
- A suggested \$100 is recommended for each person for personal spending

Final number of students and chaperones: 43 students and 6 chaperones

Administrative Approval: Principal Sandoval and Superintendent Daniels accepted and approved the final application on October 2, 2025

Attachment: General Itinerary

Itinerary for Burnsville High School Performance Tour of Malta

101

February 14-21, 2026

Tour Overview

The tour is organized by Gateway Music Festivals & Tours.

The 8-day tour begins with travel from Minneapolis (MSP) to Malta (MLA) and includes various sightseeing and performance opportunities on the islands of Malta and Gozo.

Travel and Accommodations

- **Dates:** Saturday, February 14, 2026 to Saturday, February 21, 2026.
- **Flights:** Round-trip airfare is included between Minneapolis and Malta.
 - **Departure:** Minneapolis (MSP) to Malta (MLA) with layovers in Chicago (ORD) and Frankfurt (FRA) on February 14-15.
 - **Return:** Malta (MLA) to Minneapolis (MSP) with layovers in Munich (MUC) and Newark (EWR) on February 21.
- **Hotel:** Accommodations include six nights at a superior four-star hotel in Qawra, San Pawl il-Baħar.
- **Meals:** The tour includes six continental breakfasts, one lunch, and five dinners. Some meals on travel days are also included.

Performances Included

The tour includes four scheduled performance opportunities:

1. **School Exchange Concerts:** Two performances held in local schools.
2. **Public Performance:** One performance for the public at the **Saluting Battery** (weather permitting).
3. **Impromptu Performance:** One performance for the choir may be possible at the **Mosta Dome** (subject to permission on the day).

Tour Pricing (Based on 50 passengers)

The total tour price varies based on the number of people per room:

- **Four per room:** \$3,289.00 per person.
- **Three per room:** \$3,314.00 per person.
- **Two per room:** \$3,402.00 per person.
- **One per room:** \$3,671.00 per person.

The total tour price includes a fixed airfare of \$1,360.00 and a varying land price. Please note that prices are subject to change based on vendor rates, the number of passengers, and foreign exchange rate adjustments.

Summary of Travel Itinerary

Sat-Sun

Travel & Arrival in Malta: Depart Minneapolis (MSP) on Saturday and arrive in Malta (MLA) on Sunday afternoon. Check in to the hotel.

Monday

Southern Malta: Visit the traditional fishing village of **Marsaxlokk** and take a boat trip to the **Blue Grotto** sea caverns (weather permitting).

Tuesday

Gozo Island: Take a ferry to the sister island of **Gozo**. Enjoy a **Jeep Safari** to explore the island, including historical sites like the Megalithic Temples, followed by a group lunch.

Wednesday

The Three Cities: Participate in a **School Exchange Concert** in the morning. Take a walking tour of the historic **Three Cities** (Vittoriosa, Senglea, and Cospicua). **School Exchange Concert #1**

Thursday

Mdina & Central Malta: Tour **Mdina**, the "Silent City," and its surrounding town, **Rabat**, including **St. Paul's Catacombs**. Visit the famous **Mosta Dome** (with an optional impromptu choir performance). Participate in a second school exchange. **School Exchange Concert #2 & Impromptu Performance** (Possible)

Friday

Valletta: Take a walking tour of the capital city, **Valletta**. Visit the **Upper Barrakka Gardens** and the **Saluting Battery**. Conclude the day with a **Public Performance** for the community and a **Farewell Dinner**.

Saturday

Departure: Transfer to Malta International Airport (MLA) for return flights to Minneapolis (MSP). None

Additional Details:

- Multiple fundraisers have been held
- Students and chaperones were informed of the Rules of Conduct
- Students will travel by plane and bus
- Health forms will be collected 30 days prior to the trip and reviewed by the school nurse
- Liability Insurance included with tour cost

2. Approve Language Access Plan

104

Speaker(s): Aaron Tinklenberg, Director of Communications

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.



**Agenda IV.B.2.
October 9, 2025**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Aaron Tinklenberg, director of communications

Date: October 9, 2025

Re: Language Access Plan

Recommendation: That the Board of Education approve the Burnsville-Eagan-Savage Language Access Plan as presented and outlined in the board materials.

Notes:

- This is a new requirement from the state Legislature
- Per statute, the Plan must:
 - Be approved by the Board by spring 2026
 - Be available to the public & included in handbook
 - Include how the district provides language assistance, specifically interpreters for communication related to student academics
 - Include how the district will notify families about their rights
 - Be reviewed every two years & updated as appropriate
- The proposed District 191 Language Access Plan includes more than required; goal is to create a central location for families and staff on what resources are available and how to access them.

District 191 Language Access Plan

Overview & Purpose

The Burnsville-Eagan-Savage School District 191 Language Access Plan ensures that the district has a process in place to provide timely and effective communication with families and students in languages other than English. The plan contains guidelines, procedures and standards to ensure clear communication related to academic outcomes, progress, determinations, and placement of students in specialized programs and services.

District 191 views multilingualism as a strength and is committed to ensuring language is not a barrier to all students and families accessing services, engagement opportunities and information about their schools.

Definitions

Bilingual staff are fluent in multiple languages but are not trained interpreters. They can assist with simple tasks (helping with forms/relaying basic messages) but should not interpret or be pulled from primary duties.

English Learner (EL) is a student whose primary language is not English and requires language support.

Interpretation is the act of listening to a communication in one language (source language) and orally or via sign converting it to another language (target language). An interpreter must retain the same meaning as the original message without omitting information, summarizing or otherwise altering the message and without adding the interpreter's own thoughts or opinions.

Language Access Plan is a written document that describes how our district will provide services, processes and procedures to render effective language assistance to students and families who prefer to communicate in a language other than English.

Language Services refer to various services and resources facilitating communication between speakers who communicate in a language other than English, in a timely and meaningful way.

Multilingual Learner is a broad category that includes students who were never identified for English Learner (EL) status, students currently receiving English language instruction, and those who used to have EL status.

Preferred language is the language in which parents or guardians request services, resources, and communications from schools and the district.

Qualified interpreters are trained professionals who follow the National Code of Ethics and Standards to facilitate communication between individuals who do not share a common language.

Simultaneous Interpretation Equipment is equipment that allows a group of people to listen through headsets to information interpreted into their primary language. This method is most appropriate for large group settings and meetings where multiple languages are being interpreted simultaneously.

Translation is converting written text from one language into written text in another, maintaining the original¹⁰⁶ material's intended meaning. For languages that rely on an oral tradition (i.e., Somali), an oral interpretation may be used in place of written translation.

Vital Documents are materials deemed vital to ensuring access to educational services, programs, and activities, or contain information required by law to translate or provide in audio format.

Notice of Language Services

District 191 informs families of the language support services that are available in a number of ways, including through school newsletters, printed flyers, posted notifications, in-person interactions, student handbooks and more.

Posted Notifications: Several language services signs are posted in schools, including “Interpreters Available” posters in multiple languages, language identification charts, and signs for commonly needed locations. These resources are available to staff on the Interpreter & Language Access tab of the Student Services “One Stop Shop” page of Staff Central.

[Folder School Signs in Multiple Languages](#)

Online Family Resources: The District 191 English Language program is detailed on the district’s public facing website at

<https://www.isd191.org/learning/english-learners>.

ISD 191 Burnsville-Eagan-Savage

Interpreters Available Upon Request

Disponohen përkthyes nëse kërkohet
ለስፈላጊ ከሆነ ለስተርጓሚ አለን
المترجمون متوفرون عند الطلب
Թարգմանիչները Ներկա են ըստ Պահանջի
Tumaçi dostupni na zahtjev
සුභආශ්‍රිතව ප්‍රකාශනයක් ලබාදීමට
應要求提供口譯員

Interprètes disponibles sur demande
Auf Anfrage sind Dolmetscher verfügbar
विनंती इच्छी दृष्टावधिचा उपायय छे
Entèprèt yo Disponib Sou Demann
מתורגמנים זמינים לפי בקשה
Muaj Neeg Txhais Lus Yog Thov Txog
ご要望により通訳が利用できます
요청이 있을 경우 통역자 제공
සිංහල භාෂාවෙන් සිංහල භාෂාවෙන්
Intérpretes disponíveis a pedido
கேள்வி 'ਤੇ உபயோகிப்பு உடனடியாக
Услуги переводчика предоставляются по запросу
Turjubaanno waxaa lagu heli karaa ado codsada
Hay intérpretes disponibles a solicitud
May Mga Tagapagsaling-wika Kapag Hiniling
සිංහල භාෂාවෙන් සිංහල භාෂාවෙන්
ለስተርጓሚ: ከደልደል ለንተሰጧ ከሚገኙት ይካሄዱ
درخواست پر مترجم دستیاب ہیں
Phiên dịch viên sẽ được cung cấp theo yêu cầu

© 2011 TransACT Communications, Inc.
1905 200th Street SW, Suite 200, Lynnwood, WA 98036-4287
425.972.1500 425.776.2377 info@transact.com www.transact.com

Transact
www.transact.com

Interpretation Services

Interpretation from qualified interpreters is available for academic purposes such as placement of students in specialized programs, academic progress and academic outcomes, as well as for conferences, enrollment, informational meetings and more. Staff members who are working with interpreters have access to resources to support them with [working with language interpreters](#).

There are options available for families and staff to access interpretation services over the phone, via video call or in-person.

Accessing interpretation services

Information for staff is available on [StaffCentral](#), including a list of approved interpreters, instructions for using Language Line (an over-the-phone interpretation service), [Dialog One](#) virtual on demand interpreters, and

Families can ask for an interpreter by pointing to the language identification chart, which has translations for 26 languages. Many of our forms also include a space where parents can indicate if they need an interpreter and in which language.

Guidance for Using Interpreters

District 191 is committed to ensuring that all families have equitable access to clear and meaningful communication in the language they understand.

Use of Interpreters

Relying on untrained students, siblings, friends, or staff members to interpret is not acceptable. District 191 provides professional interpreter services at no cost to families. Staff are expected to use on-demand phone, in-person, or virtual interpreter services so that caregivers can fully understand information and engage in two-way communication.

ParentSquare Communication

ParentSquare, our mass notification system, allows families to:

- Select their preferred home language so that messages sent in English are automatically translated.
- Write messages in their preferred language, which are then translated into English for staff.

This ensures that families and staff can have two-way text conversations in the languages they know best.

All District 191 parents/guardians are automatically provided a ParentSquare account and invited to access it several times each year, though it's not necessary to use ParentSquare to receive notifications from or communicate back and forth with staff. More information about ParentSquare is available at www.isd191.org/parentsquare.

Cultural Liaisons

Cultural Liaisons have broad and important roles. They bring knowledge of the school system, special education, cultural backgrounds, and the local community. They can:

- Communicate directly with families or staff,
- Explain programs, and
- Provide staff with cultural information that supports understanding and respect.

We encourage staff to honor the distinct role of Cultural Liaisons and recognize the unique value they bring in building trust and connections with families.

Additional Supports

- Cultural Liaisons may be hired as interpreters outside of their regular work day.
- Some clerical staff are multilingual. When parents visit offices or call by phone, staff may use the parent's language to provide a welcoming and inclusive experience.

District 191 proactively translates vital documents, such as enrollment forms, educational benefits forms and many others, into Spanish and Somali, as these are the most requested languages. In addition, the District provides automatic translations through its major communications vehicles.

Website: Families can view all district and school websites in their preferred language by using the translation widget located at the bottom right corner of every page.

Electronic Messaging: The District's primary communication tool - ParentSquare - has an automatic translation feature so that newsletters, posts and direct messages sent through the tool are automatically delivered in the recipient's preferred language.

Accessing Translation Services:

Information about accessing translation services is available on [StaffCentral](#).

Additional Guidance: For information that is nuanced or particularly complex, it's recommended to use human translation to ensure accuracy in meaning and tone.

In addition, translation of written materials does not guarantee full access by families. When possible, audio or video versions of communications should be made available to increase accessibility.

Language Identification

Parents/Guardians: Preferred Language

At enrollment, parents and guardians share their preferred language, which is recorded in the district's student information system. This ensures schools can provide timely and accurate language support. Families may update their preferred language at any time by contacting their school, reflecting our commitment to honoring linguistic diversity and family choice.

Students: English Learner (EL) Identification

All families complete the Minnesota Language Survey (MNLS) during enrollment to share their child's language experiences. If responses indicate that a student may benefit from additional English language support, the district administers a state-approved proficiency assessment. Based on the results, students may qualify for English Language Development (ELD) services.

Families are notified within the required timeline if their child qualifies. The notification—shared through the District's Parent Notification Form—includes:

- The type and amount of ELD support their child will receive.
- The family's right to accept or decline services.

For more details, families can explore our [Language Instruction Education Program](#), which outlines how District 191 values multilingualism as an asset and partners with families to support student success.

This [District One91 English Learner Program Overview](#) brochure is translated, includes visuals and explains all components of our English Language Development program.

All District One91 staff share responsibility for creating inclusive communication by ensuring families have access to interpreters in their preferred language. This commitment supports equity, strengthens relationships, and honors the rich linguistic diversity of our community.

Staff have multiple opportunities to build their skills in using translation and interpreter tools. Learning may happen through professional training, step-by-step guides, video tutorials, or direct collaboration with in-person interpreters. Before a meeting, staff are encouraged to connect with interpreters to share the purpose of the meeting, review key terminology, and clarify common acronyms or technical language. These practices ensure that families receive information clearly and respectfully, while also recognizing interpreters as valued partners in fostering two-way communication.

Interpreters facilitate oral communication, conveying nuances and technical language, but do not offer opinions, advice, or work independently with families.

Translators work with written language, matching the tone of the original document.

Cultural Liaisons have broader roles, possessing knowledge of the school system, special education, cultural backgrounds, and the local community. They can communicate independently with families or school personnel, explaining programs, and providing cultural information to staff.

Dissemination of this Plan

The Language Access Plan will be published on the district website and highlighted in the student handbook. District 191 will actively share the plan with families, staff, and community members through multiple communication channels—including newsletters, emails, and the website—to ensure it is accessible to everyone.

By sharing the plan widely, the district affirms its commitment to honoring linguistic diversity, building trust, and ensuring every voice is heard and valued in our school community.

Biennial Review

The Board of Education will review the Language Access Plan every two years and make updates as needed to ensure it continues to reflect the strengths and needs of our community.

Evaluation of the plan will be ongoing and shaped by the voices of families and staff. Feedback will be gathered through surveys and in-person opportunities, including the District's Multilingual Learners Parent Advisory Group. This collaborative process values the lived experiences and cultural knowledge of our families, ensuring that the plan grows stronger and more responsive over time.

Legal References

Minn. Stat. 123B.32 (Language Access Plan)

123B.32 LANGUAGE ACCESS PLAN.

Subdivision 1. Language access plan required. Starting in the 2025-2026 school year, during a regularly scheduled public board hearing, a school board must adopt a language access plan that specifies the district's process and procedures to render effective language assistance to students and adults who communicate in a language other than English. The language access plan must be available to the public and included in the school's handbook.

§Subd. 2. Plan requirements. The language access plan must include how the district and its schools will use trained or certified spoken language interpreters for communication related to academic outcomes, progress, determinations, and placement of students in specialized programs and services; and how families and communities will be notified of their rights under this plan.

Subd. 3. Regular review. The board must review the plan every two years and update the plan as appropriate.

3. Approve Proposed Revisions in the 2025-2027 Collective Bargaining Agreement with the Burnsville Food Services Association and Independent School District 191

112

Speaker(s): Stacey Sovine, Executive Director of Administrative Services



**Agenda IV.B.3.
October 9, 2025**

To: Board of Education
Dr. Latanya, superintendent

From: Stacey Sovine, executive director of administrative services

Date: October 9, 2025

Re: Proposed Revisions in the 2025-2027 Collective Bargaining Agreement with the Burnsville Food Services Association and Independent School District 191

RECOMMENDATION: that the Board of Education approve proposed revisions and re-adopt the unchanged language in the 2023-2025 collective bargaining agreement with the Burnsville Food Services Association and Independent School District 191.

Notes:

Negotiators for the Burnsville Food Services Association including Chief Negotiator, Shelly Johnson SEIU met with representatives from the District to negotiate a two-year agreement. The parties began negotiating July 2025 and reached a tentative agreement after two meetings on August 14th, 2025.

Highlights of the Agreement include:

- Removed dated language
- Updated language for 2nd language, uniforms, and attendance incentive for year round employees
- 2 year increased cost \$250,038
- 2 year package increase 7.12%

Attachments:

Draft with mark-up of Language Changes

MASTER AGREEMENT
2023– 2025 - 2027

BOARD OF EDUCATION INDEPENDENT SCHOOL DISTRICT 191
BURNSVILLE, MINNESOTA

and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 284
FOOD SERVICE EMPLOYEES BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS

2023— 2025 - 2027
TABLE OF CONTENTS
Service Employees International Union Local 284

<u>ITEM</u>	<u>PAGE</u>
Annual Employment Basis	10
Association/Employee Rights	2
Basic Work Week	8
Bereavement Absence	7
Call Back	10
Court Appearance	11
Dental Insurance	5
Discipline	11
District Match (403b)	13
Duration of Insurance Participation	5
Duration of Agreement	15
Dues Check Off	2
Emergency Closing	10
Employee Rights	2
Food Service Classes	3
Grievance Procedure	14
Hardship Cases	7
Health and Hospitalization Insurance	4
Holidays	9
Holiday Pay	10
Hours of Service	8
Job Posting	10
Jury Duty	11
Layoff Policy	12
Leave of Absence	5
Life Insurance	5
Longevity Pay	3
Long Term Disability	7
Long Term Disability Insurance	5
Mandatory Retirement	12
New Classification	4
Outside Experience Allowance	4
Overtime Hours	9
Overtime Pay	4
Part-Time Employee	8
Personal Absence	8
Physical Examination	11
Reduction of Hours	13
Recognition of Exclusive Representative	1
Retirement	13
Salary Schedule 2023-2025	3
Salary Step Increments	4
School Board Rights	1

Seniority	15
Shifts & Starting Time	8
Sick Leave	6
Temporary Salary Increments	4
Termination of Employment	11
Terms and Conditions of Employment	1
Uniforms	11
Worker's Compensation	6
Work Year	9

ARTICLE I

116

Section 1. Parties: THIS AGREEMENT is entered into between the School Board of Independent School District 191, Burnsville, Minnesota, and the Service Employees International Union Local 284. (Food Service Employees) in compliance with the Public Employment Labor Relations Act, to provide the terms and conditions of employment for Food Service Employees during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A. and the Bureau of Mediation Services order of November 12, 1982, Case No. 83-PR-329-A recognizes School Service Employees Local 284 as the exclusive representatives for Food Service Employees, as listed in the appropriate unit listed in Article III, Section 2, employed by the School Board of Independent School District 191.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and the P.E.L.R.A.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment shall mean the hours of employment, the compensation, including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term Food Service Employees shall mean all persons in the appropriate unit employed by the School District, in such classifications excluding the following: supervisory employees, part time employees whose services do not exceed thirty five percent (35%) of the normal work week, temporary, and emergency employees. Included in the unit are all Food Service employees that do not meet the exclusion criteria. A normal work week shall be considered 35 hours per week.

Section 3. Other Terms not defined in the Agreement shall have those meanings as defined by P.E.L.R.A.

ARTICLE IV SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules regulations, directives and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by the Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives of orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of Board rights and duties shall not be deemed to exclude other inherent management rights and managerial functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or the representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right to designate an exclusive representative for the purpose of negotiating grievance procedures and terms and conditions of employment with the School Board.

Section 3. Dues Check Off: With the authorization of the employee, each employee shall have the right to request and be allowed dues check off for the Union. The employee request shall be in the form of a written authorization, online sign-up, or audio recorded phone authorization submitted to the union. The deduction authorization notice from the Union will include certification from the Union that the Union has and will maintain a valid authorization from the employee for whom deductions will be made. The District may require a copy of the valid authorization form only if a dispute arises about the existence or terms of the authorization. The dues and/or political action committee deduction(s) authorization remains in effect until the District receives notice from the Union that an employee has changed or cancelled their authorization(s) in writing in accordance with the terms of the original authorizing document(s).

The School District shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted (including premier member) and all other provisions agreed to by the employee. Such dues will be remitted to the Union monthly.

Section 4. The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the school District harmless from any and all actions, suits, claims damages, judgments, and executions or other forms of liability, liquidated or un-liquidated, which any person may have, now or in the future, arising out of or by exclusive representative as provided herein.

Section 5. Within twenty (20) calendar days of date of hire, the District shall provide the following contact information to the Union, name, job title, worksite location, home address, phone numbers on file with the district, date of hire, email addresses, wage, number of hours normally scheduled to work each day, and number of duty days in the year. Every 120 calendar days the District shall make available to the Union a complete bargaining unit list of employees including this same information.

Section 6 New Hire Orientation: The District will allow a Union designated representative to meet in person with newly hired employees for thirty minutes within thirty calendar days from the date of hire, during new employee orientations or (if the District does not conduct new employee orientations) at individual or group meetings. All employees participating in these meetings will be in pay status. The District will provide at least a ten day notice in advance of an orientation. Meetings may be held virtually or for longer than 30 minutes only by mutual agreement of the District and the Union.

ARTICLE VI COMPENSATION

Section 1. Rates of Pay:

2023.2024	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3
	LVL I	LVL I -- FOOD SERVICE ASSOCIATE	\$ 17.50	\$ 18.50	\$ 21.15
	LVL II	LVL II -- FOOD SERVICE ASSISTANT MANAGER	\$ 20.60	\$ 21.20	\$ 23.10
	LVL III	LVL III -- FOOD SERVICE MANAGER	\$ 25.30	\$ 25.90	\$ 27.50
2024.2025	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3
	LVL I	LVL I -- FOOD SERVICE ASSOCIATE	\$ 18.00	\$ 19.00	\$ 21.90
	LVL II	LVL II -- FOOD SERVICE ASSISTANT MANAGER	\$ 21.10	\$ 21.70	\$ 23.85
	LVL III	LVL III -- FOOD SERVICE MANAGER	\$ 25.80	\$ 26.40	\$ 28.25

Year 1	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3
	LVL I	LVL I -- FOOD SERVICE ASSOCIATE	\$ 18.25	\$ 19.25	\$ 22.40
	LVL II	LVL II -- FOOD SERVICE ASSISTANT MANAGER	\$ 21.35	\$ 21.95	\$ 24.35
	LVL III	LVL III -- FOOD SERVICE MANAGER	\$ 26.05	\$ 26.65	\$ 28.75
Year 2	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3
	LVL I	LVL I -- FOOD SERVICE ASSOCIATE	\$ 18.50	\$ 19.50	\$ 23.00
	LVL II	LVL II -- FOOD SERVICE ASSISTANT MANAGER	\$ 21.60	\$ 22.20	\$ 24.95
	LVL III	LVL III -- FOOD SERVICE MANAGER	\$ 26.30	\$ 26.90	\$ 29.35

The Food Service Manager at the high school will earn \$1.50 per hour in addition to the hourly rate listed for the Food Service Manager. The Food Service Manager at each middle school will earn \$.50 per hour in addition to the hourly rate listed for the Food Service Manager.

Section 2. Food Service Managers and Assistant Managers will be paid over 24 pay periods (9/15-8/30). Food Service Associates shall be paid over 20 pay periods (9/15-6/30).

Section 3. Effective July 1, 2023, Employees who attain and maintain School Nutrition Association Certification will receive additional compensation in accordance with the table below. When a certificate of completion from the School Nutrition Association is submitted to the Food Service Director within 90 days, pay adjustment will be made beginning on the following pay period per date of certification. The Food Service Director or designee will inform new employees of training opportunities.

School Nutrition Association Certification Level	Amount per hour above schedule
Level 2	\$.65
Level 3	\$.85
Level 4	\$ 1.00

Section 4. Other Food Service Classes: All employees shall be required to complete a SNA-Approved Nutrition Education Core Class and SNA-Approved Food Safety and Sanitation Core Course or equivalent as specified by the Food Service Director and become certified and maintain certification at Level I. New employees must complete the course within the first ninety (90) working days of their employment. Employees shall have SNA/MSNA Membership rights and SNA certification renewal fees covered through the district at no cost to the employee. Managers shall have the MN Food Service Manager Certificate renewal fee covered through the district at no cost to the employee. All costs for classes, initial certifications, and initial licenses are the responsibility of the

employee. Compensation for additional course work shall be at the Food Service Director discretion. Assistant Managers must attain Level 3 and Managers must attain Level 4 within the first ninety (90) working days.

Section 5. Longevity Pay: Effective July 1, 2020, employees will receive additional compensation for years of service based on the chart below. with five (5) years of District service in the unit shall receive an additional \$.65 per hour above base rate of the classification currently held. Employees with ten (10) years of District service in the unit shall receive an additional \$.80 per hour above base rate of the classification currently held. Employees with fifteen (15) years of District service in the unit shall receive an additional \$1.05 per hour above base rate of the classification currently held. Years, for the purposes of this section, shall mean full years of service except that the first year of service shall be counted if employment began prior to January 1 of that first year of service.

Longevity upon completion of service years in unit	Amount per hour above schedule
Completion of five (5) years	\$.55
Completion of ten (10) years	\$.80
Completion of fifteen (15) years	\$ 1.05
Completion of twenty (20) years. Effective 7/1/2026	\$1.30

Section 6. Salary Step Increments: Employees shall advance to the next step on July 1, provided they have started by January 1st of the current calendar year.

Section 7. Temporary Salary Increments: Temporary Salary Increments: Regular, contracted employees who are assigned to fill the position of Food Service Manager or Food Service Assistant Manager on a temporary basis shall receive \$2.50 per hour above their hourly rate for all hours worked in the higher paying classification.

Employees who work in a temporary assignment for at least five (5) consecutive days shall receive the balance of the higher classification rate of pay. Pay is retroactive to day 1. Leave shall be paid out at the rate of pay and number of hours of the temporary position (if accrued leave is available), while the employee is in the temporary assignment.

Section 8. Outside Experience Allowance: Administration may place newly appointed but experienced personnel on a step above the starting salary if deemed necessary and in the best interests of the School District.

Section 9. Overtime Pay: All services rendered on an overtime basis shall be paid at one and one-half (1 ½) times the employee's regular hourly rate except on Sundays and holidays. Overtime on Sundays and holidays shall be compensated at double time the employee's regular hourly rate. A minimum of two (2) hours pay shall be paid when an employee is assigned to work on Sundays or holidays.

Section 10. Move to a New Classification: Employees moving into a different classification shall enter the new classification at the same step as they presently hold.

Section 11. Translation/Interpreting Differential When an employee who is proficient in a second language or American Sign Language (ASL) and is asked to perform translating/interpreting duties at the direction of the District, they will earn \$.50/hour above the stated hourly wage for the time assigned to these duties.

ARTICLE VII GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School Board.

Section 2. Health and Hospitalization Insurance: Food Service employees who are employed four or more hours per day as of July 1, 2010 are eligible for insurance as described below. Current food service employees who work less than four hours per day as of July 1, 2010 and all employees hired on or after July 1, 2010 must work at least 6 hours per day in order to be eligible for 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 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.

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 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.

Section 3. 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 costs 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. However, the following are exceptions to the previous sentence: A period of open enrollment scheduled by the employer or a change in status triggered by a qualifying event.

Section 4. Duration of Insurance Participation: An employee is eligible for participation as provided in this Article as long as the employee is employed by the School District. In the event an employee is disabled and unable to work, the district will continue to make contributions as per the contract, for one year from the time an employee goes on LTD. In the event an employee is permanently disabled and unable to return to work, they may continue to participate in the District's plan at their own expense as per Minnesota Statute. Employees who are receiving a P.E.R.A. disability benefit or are receiving an annuity from PERA or have satisfied the age and service requirements and are eligible to receive an annuity from PERA may remain on the District's health insurance plan until eligible for Medicare.

Upon termination of employment, participation shall cease, subject to statutory and insurance company regulations.

Section 5. Life Insurance: Effective July 1, 2010 employees who work four (4) or more hours per day shall be provided with life and dismemberment insurance coverage in the amount of \$50,000 at District expense. Insurance is to be subject to the insurance company's terms and conditions.

Section 6. Long Term Disability Insurance: The District will furnish income protection insurance which takes effect after a qualified absence. Conditions are subject to the insurance company's terms and conditions.

ARTICLE VIII LEAVES AND ABSENCES

Section 1. All Leaves and Absences:

Subd. 1. It is the responsibility of administration 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, and/or questioning, is obligatory for the benefit of all concerned. When such action is taken, the Union shall be so informed.

Subd. 3. Leave time will be prorated for the first year if the hire date is after the beginning of the work year. Proration shall be applied by the number of work days remaining divided by the total number of work days.

Section 2. Sick Leave Absence:

Subd. 1. All Food Service Employees shall earn sick time at the rate of one and a half (1.5) days for each month of service in the employ of the School District. Up to 48 hours of accrued sick time shall satisfy sick and safe time required by state statute. Sick time will not accumulate while an employee is on unpaid leave or is receiving income protection benefits and shall only accumulate when an employee is actually working or on the District payroll.

Subd. 2. Unused sick time may accumulate to a maximum credit of ninety-five (95) days of sick leave absence per employee.

Subd. 3. Sick time shall be deducted from the accrued sick leave absence upon submission of proper form.

Subd. 4. Sick time pay shall equal the current rate being paid.

Subd. 6 Employees can use their earned sick time for the employee's mental or physical illness, treatment or preventive care; a family member's mental or physical illness, treatment or preventive care; absence due to domestic abuse, sexual assault or stalking of the employee or a family member; closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.

Subd. 7 Family members are defined as their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent); their spouse or registered domestic partner; their sibling, stepsibling or foster sibling; their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child; their grandchild, foster grandchild or step-grandchild; their grandparent or step-grandparent; a child of a sibling of the employee; a sibling of the parents of the employee; a child-in-law or sibling-in-law; any of the family members listed above of an employee's spouse or registered domestic partner; any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and up to one individual annually designated by the employee.

Subd. 8 The total number of sick time accrued and available for use, as well as the total number of earned sick hours used shall be available to employees via the current online payroll system, i.e. Skyward.

Section 3. Worker's Compensation:

- Subd. 1. The district will supplement the difference between the compensation received pursuant to the Worker's Compensation Act and the employee's regular rate of pay with accumulated sick and/or vacation time for employees who remain on payroll.
- Subd. 2. A deduction shall be made from the employee's accumulated personal illness leave accrual time according to the prorata portions of days of personal illness absence time which is used to supplement Worker's Compensation.
- Subd. 3. Such payment shall be paid by the School District to the employee only during the period for which the employee is receiving worker's compensation payments.
- 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 Worker's Compensation Act shall receive the worker's compensation check and have the same amount withheld from District compensation.

Section 4 Long-Term Disability:

- Subd. 1. Income Protection coverage will be provided to each eligible employee at District expense. Disability pay and the qualifying period will be governed by the policy in effect. The district will supplement long term disability payments with accrued sick leave for the period of time that runs concurrently with FMLA or 60 working days.
- Subd. 2. Such payment shall be paid by the School District to the employee only during the period of disability.
- Subd. 3. 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.

Section 5. Hardship Cases: Administration reserves the right to extend sick absence benefits or waive requirements in special hardship cases. Such consideration shall be governed by length of service.

Section 6. Bereavement Absence: An employee may take up to five (5) days of paid bereavement leave per event for any death(s) that occurs in the employee's immediate family. For purposes of this Agreement, "immediate family" includes a spouse, children, parents or equivalent, siblings, grandparents, grandchildren, aunts, uncles, nieces, nephews and equivalent in-laws. The Executive Director of Administrative Services may, in their 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, out-of-state funerals or other extenuating circumstances.

Section 7. Leave of Absence:

- Subd. 1. After one (1) year of employment personal leaves of absence for acceptable causes without pay or any supplemental benefits, may be requested for periods up to twelve months subject to recommendation by administration and Board of Education approval.

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

Subd. 3. Requests shall be submitted as early as possible and in writing, dated and signed, 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 as quickly as possible.

Subd. 5. Holidays that fall during leaves do not qualify for compensation.

Subd. 6. No benefits shall accrue while on personal leave; however, seniority shall continue to accrue for a maximum of one (1) year while an employee is on LTD leave.

Subd. 7. Employees will be granted up to a (1) one year leave of absence if eligible for long-term disability. If an employee is permanently disabled and unable to return to work, they can submit a resignation and retain eligibility for severance. They may request a leave extension.

Subd. 8. Employees hired to replace an employee on leave shall be on probation for a period of time equal to the duration of the leave.

Section 8. Personal Absence: After completion of the probationary period, employees earn one (1) personal leave day per year. Personal days may accrue to a maximum of three (3) days. With prior approval of the Director of Food Service, personal absence leave may be used on an hourly basis. The time allotted for personal leave will be based on the number of hours the employee is regularly scheduled to work at the time of the request.

Section 9. Subd. 1 An employee who as of July 1 (a) has accumulated **sick** leave time in excess of seventy-five (75) 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 **sick** leave days converted at the rate equal to six hundred dollars (\$600) which shall be contributed to an active ISD 191 approved 403(b) plan as of September 15th payroll.

An employee who as of July 1 (a) has accumulated **sick** leave time in excess of seventy-five (75) 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 **sick** leave days converted at the rate of pay equal to three hundred sixty dollars (\$360) which shall be contributed to an active ISD 191 approved 403(b) plan as of September 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.

Subd. 2 A twelve month employee who as of July 1 (a) has accumulated sick leave time in excess of seventy-five (75) hours determined as of June 15th of the same tax year, and (b) has taken two (2) or less leave days in the current school year shall have sufficient sick leave days converted at the rate equal to seven hundred twenty dollars (\$720) which shall be contributed to an active ISD 191 approved 403(b) plan as of September 15th payroll.

A twelve-month employee who as of July 1 (a) has accumulated sick leave time in excess of seventy-five (75) hours determined as of June 15th of the same tax year, and (b) has taken more than two (2) leave days up to four (4) leave days in the current school year shall have sufficient sick leave days

converted at the rate of pay equal to three hundred sixty dollars (\$360) which shall be contributed to an active ISD 191 approved 403(b) plan as of September 15th payroll.

A twelve-month employee that takes more than four (4) leave days during the measurement period is not eligible for the conversion of sick leave days to a 403(b) contribution.

“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.

Effective July 1, 2023 the conversion rate for leave days shall be one hundred twenty dollars (\$120) per day.

ARTICLE IX HOURS OF SERVICE

Section 1: Basic Work Week: A regular work week shall consist of forty (40) hours, inclusive of lunch.

Section 2: Part-Time Employees: The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis. When possible, casual employees shall be allowed to fill in for absent employees.

Section 3: Shifts and Starting Time:

Subd. 1. Food Service Employees are employed on an hourly basis. Regular hours of work are determined by the Director of Food Services.

Subd. 2. Break Procedures: Employees working four (4) hours, but less than six (6) hours per day shall receive fifteen (15) minutes of paid break. Employees working six (6) hours but less than eight (8) hours per day shall receive thirty (30) minutes of paid break. The thirty (30) minutes may be taken as two fifteen (15) minute breaks or as one thirty (30) minute break. Employees working eight (8) hours per day shall receive an additional fifteen (15) minute paid break. Hours scheduled (start and end time of shift) will be inclusive of paid break periods.

Subd. 3. When an employee works additional hours for a period of at least 67 days, the employee's pay contract will be increased for purposes of sick leave, holidays, and insurance.

Subd. 4. On a day when an individual school does not serve lunch due to an early release, food service staff desiring their regular hours will be assigned to another building for that day.

Section 4: Work Year:

Subd 1. Food Service Associates' work year shall correspond with the official school calendar, plus two (2) days prior to the opening of school, the day after the end of the school year and every school day between these dates if cafeteria services are requested. Needs for cafeteria services are to be determined on a per-building basis. Additional workshop time may be held when deemed necessary by administration. At least one (1) week notice shall be given if additional workshop time is scheduled.

Subd 2. Food Service Managers and Assistant Manager may be scheduled to work up to 221 days a year.

Subd. 3. Up to two (2) appointed or elected representative to a position of leadership in SEIU Local 284 shall be granted time away from their workplace without pay, in order to represent the membership of their bargaining unit.

Section 5. Overtime Hours:

Subd. 1. Work performed in excess of forty (40) hours per week shall be compensated for at the overtime rate of one and a half the hourly rate.

Subd. 2. Time worked after the employees' normal shifts terminates for events not related to the normal school meal; i.e., athletic banquets, civic dinners, etc, is considered overtime of one and a half the hourly rate for all employees who work such events.

Administration shall assign personnel to work these functions from a list of employees at the building where the event is to take place. Acceptance of the assignment shall be at the discretion of the employee.

In the event that all food service employees at the building decline the assignment, administration will offer the assignment to other employees as needed based on district wide seniority. Acceptance of the assignment shall be at the discretion of the employee.

In the event that an insufficient number of volunteers are available to staff an event, the Food Service Director shall assign the additional staff needed. The Food Service Director will make a reasonable effort to avoid involuntary assignments of staff with family or personal schedule conflicts. Three (3) days' notice prior to the event will be given.

Subd. 3. The Food Service Director's approval must be given prior to working overtime.

Subd. 4. Employees must be certified to SNA Level I in order to be assigned to work special functions or overtime hours.

ARTICLE X HOLIDAYS

Section 1. Recognized Holidays: Employees under this Agreement shall receive holiday pay on the following ten (10) holidays: Labor Day, Thanksgiving and the day following, Christmas Eve Day, Christmas Day, New Year's Day, Memorial Day, Juneteenth, July 4th, and one floating holiday. The floating holiday will be scheduled with the approval of the employee's immediate supervisor.

Section 2. Eligibility: To be eligible for holiday pay, an employee must be scheduled to work and have worked the regular work day before and after the holiday. An employee scheduled to work the day before and after a holiday and is on a paid excused leave of absence pursuant to this Agreement shall receive holiday pay.

Section 3. Holiday Pay: Holiday pay shall equal the current regular hourly wage earned by each employee.

ARTICLE XI EMERGENCY CLOSING

Section 1. Emergency Closing:

Subd. 1. If, after arriving on the job, the employee is dismissed by the Executive Director of Human Resources, each employee's average day's wages shall be paid, per the regular assignment.

Subd. 2. When the decision is made that facilities will not be open for any emergency, including inclement weather, it will be announced as per the District 191 emergency school closing regulations published and distributed in November of each year. When such announcement is made, food service employees

are not to report. The first emergency closing day will be paid. The first announcement shall be requested to be made by 6:30 a.m.

Subd. 3. If one or more buildings, but not all buildings in the District, are closed for any emergency, administration shall notify the Food Service Manager, who is then responsible for notifying the crew of that building or buildings. When so notified, food service employees are not to report. The first emergency closing day will be paid.

Subd. 4. E-Learning days are weather related. In the event the District declares an e-learning day and employees are directed not to report to their worksite, employees will be paid their normal rate of pay, for normally scheduled work hours for the duration of the e-learning period. Employees may be retained on an on-call basis for any potential need.

ARTICLE XII EMPLOYMENT

Section 1. Annual Employment Basis: Employees covered by this Agreement who work only the normal school year and only as needed during the summer months shall be considered as employees for the full fiscal year.

Section 2. Call Back: The Food Service Manager is responsible for eliminating losses because of perishables. If school is closed and some work must be done, the Food Service Manager will check with the Food Services Director for determination if work is necessary. Pay will be the actual time worked at regular rate with a minimum of two (2) hours.

Section 3. Job Posting:

Subd. 1. During the school year, job vacancies will simultaneously be e-mailed to kitchen managers and posted on the District website for a period of five working days. Kitchen managers will forward information to all employees at each site. Internal applicants for assistant Food Service Manager and Food Service Manager shall receive interviews.

Subd. 2. New positions or vacancies shall be posted on each kitchen bulletin board for a period of five (5) workdays. The posting shall include the position, job description, hours, and location of the job.

Subd. 3. Seniority, ability, and job performance will be considered in filling posted positions. Administration reserves the right to final decision.

Subd. 4. New employees and employees selected to fill posted positions at a higher level shall be on a probationary status for a period of ninety (90) days worked. Employees who have been promoted to a higher level position and are not successful in this position will be returned to their previous classification. Employees may self-select to return to their previous held classification with notice prior to the end of ninety (90) days worked. Employees returning to a previously held classification and hours need not serve a new probationary period.

Subd. 5. Posted vacancies will be filled as soon as possible but not later than within six (6) weeks.

Subd. 6. Consistent qualifications shall be established for all positions and shall be consistently included on the job posting.

Subd. 7. The union steward(s) shall also be notified of all staffing changes and changes to hours. The Steward shall keep the information confidential.

Section 4. Physical Examinations: Physical exams, chest x-rays or Mantoux tests which are given by the District shall be paid for by the District.

Section 5. Jury Duty: Employees shall be paid the difference between their regular daily wage (per Personal illness absence pay calculation) and their jury duty pay if required to serve on jury duty.

Section 6. Court Appearances: Employees shall receive regular pay when subpoenaed to appear in court unless the employee has initiated the action.

Section 7. Uniforms:

Subd. 1. New employees will be reimbursed for uniform expenses upon successful completion of the probationary period. The District will provide ~~\$85 dollars~~ \$95 after successful completion of the first half of the probationary period and another ~~\$85~~ \$95 after successful completion of the second half of the probationary period. The District will not provide more than the amount identified in Subd. 2 in any given school year.

Subd. 2. Effective July 1, ~~2015~~ 2025, the District will provide an annual uniform allowance of ~~\$170.00~~ \$190.00 for all active returning Food Service Employees who are ~~members of this Unit~~ actively employed on September 15.

Section 8. Termination of Employment:

Subd 1. Voluntary Termination: Employees are required to submit written resignations at least two (2) calendar weeks prior to the effective date in order to terminate their employment in good standing.

Subd 2. Termination of Employment (Involuntary)

Probationary Employees: All employees who have worked for less than ninety (90) days are considered probationary employees and can be dismissed by administration.

Regular, contracted Employees: All employees who have worked ninety (90) days are considered regular, contracted employees and can be dismissed by administration. Dismissals based on performance evaluation shall be subject to the grievance procedures up to and including arbitration.

Subd. 3. Discipline: The administration will discipline employees for just cause only. Discipline will normally be in the following form:

- Letter of Reprimand
- Letter of Deficiency
- Suspension
- Discharge

Section 9. Mandatory Retirement: The District will comply with applicable federal and state laws.

Section 10. Layoff: If conditions warrant reduction of staff, as determined by administration, the last persons employed shall be the first to be released. Provided, however:

- a) When two (2) or more employees are hired at the same time, certified employees shall be deemed to be senior to non-certified employees.

- b) In the event the affected employees who are hired at the same time are all certified, seniority ranking shall be determined by certification dates.
- c) In the event the affected employees who are hired at the same time are not certified, seniority ranking shall be determined by a drawing of numbers by each affected employee. The employee drawing the lowest number shall have the highest seniority.

Each affected employee shall receive two (2) weeks' notice, or pay in lieu thereof.

- Subd 1. Bumping in Lay-Off: In the event conditions necessitate a reduction of bargaining unit employees within any position title classification, the following procedure will be used:

The least senior person in any level based on benefit eligibility and the employee's seniority pursuant to Section 10 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 qualifications, certifications and license to perform the work required.

The bumping process is designed to allow a displaced senior employee the ability to maintain their level, benefits, and hours if there is a less senior employee with the same level, benefits, and hours. This is referred to as hold-harmless.

A vacancy is considered the least senior employee at that level until all vacancies are filled.

A displaced senior employee may bump the least senior employee that will keep the displaced senior employee hold-harmless.

A displaced senior employee may not increase their level in the bumping process.

If a displaced senior employee is not able to bump a less senior employee and remain hold-harmless, then the displaced senior employee may bump the least senior employee within the level with more hours to protect their level as long it does not change their benefit status in the bumping process. A less senior employee with benefits may not be bumped by a more senior employee without benefits.

If a displaced senior employee does not accept a hold-harmless position, they may bump the next less senior employee at their site and accept a lay-off for a reduction in level, hours, and/or benefits.

If an employee is displaced as the result of school closure, starting with the highest level, the employees will follow the bumping process. If more than one school closes, the most senior employee, starting at the highest level, will have first choice of the least senior position that will keep the senior employee hold-harmless or bump the next less senior employee and accept a lay-off for a reduction in level, hours, and/or benefits.

Benefit eligibility and position by level shall be the determining factors. A less senior employee may not displace a senior employee.

- Subd 2. Notice of Recall: If within one (1) year from date of lay-off, the working force is subsequently enlarged, the reverse procedure will be used to rehire. The last one laid off will be the first offered the position and so on until the number to be reemployed is reached. If an employee turns down the offer to be reemployed, the employee forfeits any further rights to rehire. Employees on lay-off for one (1) year or less shall continue to accrue seniority and when returned to work shall be placed in the appropriate wage step. The right of recall shall exist through September 30 of the year following lay-off.

Section 11. Reduction of Hours: In reducing employees' hours due to lack of work, the hours will be reduced based on seniority and the needs of the school. No bumping into other classifications or at other schools shall be permitted. In the event the affected employees are hired at the same time, Article XII, Section 10, a, b, and c, shall apply. If an employee who is covered under the District's insurance plan has their hours reduced below the required number for insurance coverage, they shall be allowed to continue to receive the same coverage and contribution as before the reduction for the remainder of the school year. Within any single building, no position of three (3) hours or more will be reduced or eliminated until all positions of less than three (3) hours within that building are eliminated.

ARTICLE XIII FOOD SERVICE RETIREMENT TRUST (403B PLAN)

The purpose of the 403(b) plan is to encourage employees to develop a financial plan for their future by providing funding, which would have otherwise been available at retirement, for investment during the course of employment with the District. This plan will require participation by the employee, coupled with a matching contribution from the District.

Plan A:

- Subd 1. ELIGIBILITY: Employees who were members of the unit prior to April 18, 1996 will have a two-month window to elect to move from Plan A to Plan B. The election window extends from May 1, 2002 to July 1, 2002. Once selected an employee is committed to that plan.
- Subd 2. Employees who have served ten (10) or more years in this unit shall receive a one-time lump-sum payment upon termination, provided employment began before July 1, 1998. An employee qualifies for a payment of \$600 if they have worked five (5) or more hours per day during the last year of employment. An employee qualifies for a payment of \$400 if they have worked less than five (5) hours per day during their last year of employment.
- Subd 3. Employees who have served fifteen (15) or more years in this unit shall receive a one-time lump sum payment of \$800.

Plan B:

- Subd 1. ELIGIBILITY: A District match to a 403(b) program is available to employees who opted for Plan B of Article XII during the open window timeframe as described in Section 12, Plan A, Subd 1 and are beginning their fourth (4th) year of work in the District at .5 FTE or more. Employees hired on or after April 19th, 1996, shall be eligible to participate in the 403(b) plan, and shall not be eligible for the Early Retirement benefits under Plan A.
- Subd 2. Any employee on unpaid leave of absence shall not be eligible to participate in the plan.
- Subd 3. 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 4. AMOUNT OF MATCHING CONTRIBUTION: Effective July 1, 2018, the District shall match up to \$750 (seven hundred fifty dollars) per school year of the employee's contribution to the 403(b) plan.
- Subd 5. MAXIMUM DISTRICT CONTRIBUTION: The amount the District shall contribute to any employee's 403(b) plan shall not exceed Twenty thousand dollars (\$20,000.00) during the time of the employee's employment with the District.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1. A claim by an employee or the exclusive representative 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 employee or the Union believes there is a basis for a grievance, the employee shall complete the District grievance form and submit a copy to the grievor and another copy to the Human Resources Office within twenty (20) working days of the alleged grievance.

The grievor shall meet with the grievant within ten (10) working days of the receipt of the completed proper form and render a written decision within five (5) working days of the meeting. A copy of the decision will be sent to the Human Resources Office for inclusion in the grievant's file.

Section 3. Level II: In the event the grievant is not satisfied with the decision rendered at Level I, the grievant may appeal, in writing, to the Executive Director for Human Resources within five (5) working days after the decision in Level I has been rendered and disseminated. Within ten (10) working days upon receipt of the appeal, the Executive Director for Human Resources shall meet with the grievant. The Executive Director for Human Resources shall respond, in writing, within fifteen (15) working days after the meeting. Before rendering a negative decision, the Executive Director of Human Resources shall consult with the Superintendent.

Section 4. Level III: If the employee is not satisfied with the disposition of the grievance by the Executive Director for Human Resources, 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 decision has been rendered.

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) working days from the notification date that arbitration will be pursued, the Bureau of Mediation, 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 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 employee may have a Union representative either join or represent her at any level at the employee's discretion.

Section 6. If a grievance is not presented or transmitted within the time limits set forth above, it shall be considered "waived." The time limit in each step may be extended by mutual written agreement of the parties.

Section 7. Notwithstanding the expiration of the 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 or the school administration against any employee because of her participation in this grievance procedure.

Section 9. When mutually agreed, grievances may be heard during the school day. The District 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.

Section 10. The Executive Director of Human Resources may appoint a designee to act at Level II.

ARTICLE XV SENIORITY

Section 1. Definition Seniority shall mean continuous length of service from the first day of work in a permanent position in this unit based upon the date of board approval. Upon request, the union steward will be provided with a seniority list.

ARTICLE XVI DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2019-2025, through June 30, 2024 2027, and thereafter until modifications are made pursuant to P.E.L.R.A. 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 said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of the Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School Board and Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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 the Agreement.

Section 4. Severability: The provisions of the 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
2023-2025-2027
Board of Education
Independent School District 191

And

Service Employees International Union Local 284
Food Service Employees

FOR: School Service Employees

FOR: Independent School District 191

Contract Organizer

Board Chair

Union Steward

Board Clerk

Date

Chief Negotiator

Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Food Service Employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, ~~2023~~ 2025 through June 30, ~~2025~~ 2027.
2. Management and staff agree that adequate staffing in district kitchens is an important factor in service quality and employee satisfaction. In order to work cooperatively toward improvements in this area, management and the Union shall each appoint up to four (4) representatives to a Joint Labor/Management Kitchen Staffing Committee. Management's appointees shall include the Director of Food Service and the Director of Human Resources. The Union's appointees shall include the union Steward(s). The committee shall meet at least three (3) times per school year during the duration of this agreement. The goal of the committee shall be to produce annual written recommendations to the Cabinet on improvements to areas including, but not limited to, staffing levels in kitchens, recruitment of new staff, recruitment and training of substitutes and methods for assigning substitutes.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, ~~2025~~ 2027.

SEIU LOCAL 284
450 Southview Blvd.
South St. Paul, MN 55075-2395

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 SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Food Service Employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, ~~2023~~ 2025 through June 30, ~~2025~~ 2027.
2. All Foodservice employees are eligible to receive a \$400 referral bonus for any new candidate they refer for a regular school year Food & Nutrition Services position, under the following conditions:
 - a. The candidate is selected for employment and successfully passes the probationary period and is retained for employment.
 - b. The candidate was not a current substitute or employee of the district when they applied for the position.
 - c. The candidate identified the foodservice employee who referred them in the hiring process.
 - d. If these conditions are met, a bonus of \$400 dollars shall be paid to the referring employee within thirty (30) days of the new employees' completion of probation.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, ~~2025~~ 2027.

SEIU LOCAL 284
450 Southview Blvd.
South St. Paul, MN 55075-2395

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 Food Service Employees (hereinafter referred to as the Union), representing the Food Service Employees of the School-District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2023 through June 30, 2025.
2. The Union and the School District agree the service provided by "Amplify" is an independent option for certain healthcare services separate from the District's medical insurance plan. This service provides no aggregate value to the medical insurance coverage provided to district employees. The "Amplify" service was added to provide employee choice for care as an independent option to the medical insurance coverage and is completely dependent on "Amplify" being able to provide their services to district employees. This service is unrelated to the District's medical insurance plan.
3. The School District may end its relationship with "Amplify" at any time and it is understood that the termination of that relationship does not impact the aggregate value of the District's medical plan or negotiated employee benefits.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2025.

Food Service Employees	Independent School Dist. 191
Burnsville, MN 55337	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 SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Food Services employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, ~~2023~~ 2025 through June 30, ~~2025~~ 2027.
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, ~~2025~~ 2027.

Food Service Employees
Burnsville, MN 55337

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

Union Representative Chair

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 Food Service Employees of BES (hereinafter referred to as the Union), representing the Food Services employees of the School-District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2023 through June 30, 2025.
2. Eligible employees for this MOU include those that have accepted the immediate transition to 221-day employment.
3. Notwithstanding Article VIII, Section 9: After completion of probationary period, employees earn (2) personal leave day per year. Personal days may accrue to a maximum of four (4) days. With prior approval of the Director of Food Service, personal absence leave may be used on an hourly basis. The time allotted for personal leave will be based on the number of hours the employee is regularly scheduled to work at the time of the request.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2025.

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

_____	_____
Union Representative Chair	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 SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Food Services employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, ~~2023~~ 2025 through June 30, ~~2025~~ 2027.
2. In the event there are not enough employees to run summer programming with 221 day employees:

Section 1 If the district runs a summer program that requires district food service to prepare and provide meals, the position will be posted. The successful candidate must have their food manager certification issued by the MN Department of Health. Preference will be given to food service staff at who's building the program is housed. The successful candidate will receive base Food Service Manager pay + any differential or their current rate, whichever is higher. Leave benefits do not accrue during summer hours.

Section 2 If additional staff is needed, they shall be paid at the Food Service Associate lane and their current step of pay + any differential.

Section 3 Subs shall be paid at the rate established by the District. Effective July 1, ~~2015~~ 2025, if a Food Service Associate subs, they shall be paid on the Food Service Associate lane according to the step they were on during the school year that just completed. If a Food Service Manager subs for another Food Service Manager, they shall be paid on the Food Service Manager lane according to the step they were on during the school year that just completed.

Section 4 The District may hire student workers to do meal counts and clean tables at a seasonal rate of pay as established by the District.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, ~~2025~~ 2027.

Food Service Employees
Burnsville, MN 55337

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

Union Representative Chair

Employer Representative

Dated: _____

Dated: _____

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Food Services employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, ~~2023-2025~~ through June 30, ~~2025 2027~~.
2. The following employees have agreed to a 221 contract as identified in ARTICLE IX HOURS OF SERVICE Section 4: Work Year, Subd 2. Food Service Managers and Assistant Manager may be scheduled to work up to 221 days a year.
3. Notwithstanding, ARTICLE X, Section 8. Personal Absence. Individuals identified within this MOU, after completion of the probationary period, employees earn ~~two (2)~~ ~~four (4)~~ personal leave day per year. Personal days may accrue to a maximum of ~~four (4)~~ ~~five (5)~~ days. With prior approval of the Director of Food Service, personal absence leave may be used on an hourly basis. The time allotted for personal leave will be based on the number of hours the employee is regularly scheduled to work at the time of the request.
4. Notwithstanding ARTICLE VI, Section 2. Individuals identified within this MOU shall be paid over 24 pay periods (7/15 – 6/30).
5. For the duration of the ~~2023-2025~~ ~~2025-2027~~ collective bargaining agreement, the following individuals have accepted the 221 day position:

- i. Melissa Zavala
- ii. Karra Hartog
- ~~iii. Gale Mackey~~
- iv. Tamla Neher
- v. Kodi Contreras
- ~~vi. Preston Parks~~
- vii. Allison Knutson
- viii. Courtney Mauser
- ix. Amra Omerovic
- x. Desiree Solomon

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, ~~2025 2027~~.

Food Service Employees
Burnsville, MN 55337

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

Union Representative Chair

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 SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Food Services employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2025 through June 30, 2027.
2. Employees assigned to 221 days will be given a calendar for the upcoming fiscal year beginning July 1 prior to May 1st of the current fiscal year.
3. An employees may swap with another employee's assigned calendar if they both notify the Director of Food and Nutritional Services in writing prior to June 1st of the current fiscal year. Both employees must be able to perform the functions of the assignment aligned to the selected calendar.
4. Once a calendar is selected, it will be the work schedule for the new fiscal year.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2027.

Food Service Employees
Burnsville, MN 55337

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

Union Representative Chair

Employer Representative

Dated: _____

Dated: _____

4. Resolution to Approve Donations

142

Speaker(s): Dr. Latanya Daniels, Superintendent

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.



**Agenda IV.B.4.
October 9, 2025**

To: Board of Education
From: Dr. Latanya Daniels, superintendent
Date: October 9, 2025

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

RESOLUTION TO ACCEPT DONATIONS

WHEREAS,

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

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

Moved by: _____

Seconded by: _____

Members in favor of the motion:

Members opposed:

Whereupon said Resolution was declared duly passed and adopted on October 9, 2025.

Clerk – Board of Education

MN Beef Council	Burnsville High School	gift card to purchase beef products	gift card for culinary arts program
Lisa Pozorski	Burnsville High School	clothing and personal items donated to the Blaze Nation Station (free store for students at BHS)	2 boxes of clothes, 1 box of shoes, 1 box of personal hygiene items
Open Circle Church C/O Kristin Standafer	Vista View Elementary	Kleenix, clorox wipes, highlighters, post-its	To be distributed as needed for staff
Cub Foods	Vista View Elementary	To be shared with staff/students	Apples to be shared with staff and students
Wells Fargo Employee Giving	BrainPower in a Backpack	Program donation	\$6
First Fruits Opal Apples	BrainPower in a Backpack	Program donation	\$1000
Anonymous Gift	Food & Nutrition Services	Meal Account Deposit for Anyone in Need	\$10.00
PRIOR LAKE SAVAGE OPTIMIST CLUB	BrainPower in a Backpack	Program support	\$1000
EMMY LOU TOMPKINS FOUNDATION	BrainPower in a Backpack	Program support	\$1000
Eagan Community Foundation	BrainPower in a Backpack	Program Support	\$500
VALLEY NATURAL FOODS	BrainPower in a Backpack	Program support	\$3066.48

Total monetary donations received: \$ 6,582.48

V. Closed Session, as permitted by Minnesota Statutes Section 13D.03, to
Discuss Labor Negotiations Strategy

145

Speaker(s): Stacey Sovine, Executive Director of Administrative Services



**Agenda V.
October 9, 2025**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Stacey Sovine, executive director of administrative services

Date: October 9, 2025

Re: Closed Session, as permitted by Minnesota Statutes Section 13D.03, to
Discuss Labor Negotiations Strategy

VI. Adjourn

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.