



Regular Meeting Agenda

Diamondhead Education Center
200 W. Burnsville Parkway
Burnsville, MN 55337
January 8, 2026
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 Director Hume and Director Sachse

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. Annual Organization of the Board of Education



**Agenda III.A-M
January 8, 2026**

To: Board of Education
From: Dr. Latanya Daniels, superintendent
Stacey Sovine, executive director of administrative services
Date: January 2, 2026
RE: Annual Organization of the Board of Education

RECOMMENDATION: to approve recommendations and adopt the resolutions shown below to accomplish organization of the Board of Education for 2026.

The items listed below must be addressed by the school board at its organizational meeting on January 8, 2026.

In order of rank, the officers from 2025 are responsible for calling the organizational meeting to order. This individual, or someone elected as temporary chair, should preside until a new chair is elected.

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

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

The items that follow pertain to Board of Education organization for 2026.

A. Election of Chair

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

Recommendation: Moved by Director _____ that Director _____ be nominated and elected chair of the board for 2026.

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

B. Election of Vice-Chair

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

Recommendation: Moved by Director _____ that Director _____ be nominated and elected Vice-chair of the board for 2026.

C. Election of Clerk

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

Recommendation: Moved by Director _____ that Director _____ be nominated and elected clerk of the board for 2026.

D. Election of Treasurer

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

Recommendation: Moved by Director _____ that Director _____ be nominated and elected treasurer of the board for 2026.

E. Salaries of Board Members

Annotation: Salaries of school board members are set annually. The current rate of salaries is set at \$450 per month for each director plus an additional monthly stipend of \$50 for the chair in recognition of increased duties and expenses associated with that position.

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

F. Regular Meetings of the School Board

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

Recommendation: That all regular meetings of the Independent

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

January 8, 2026	October 22, 2026
January 22, 2026	November 12, 2026
February 12, 2026	November 19, 2026*
February 26, 2026	December 10, 2026
March 12, 2026	January 7, 2027*
March 26, 2026	January 21, 2027*
April 9, 2026	February 11, 2027
April 23, 2026	February 25, 2027
May 14, 2026	March 11, 2027
May 28, 2026	March 25, 2027
June 11, 2026	April 8, 2027
June 25, 2026	April 22, 2027
August 13, 2026	May 13, 2027
August 27, 2026	May 27, 2027
September 10, 2026	June 10, 2027
September 24, 2026	June 24, 2027
October 8, 2026	

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

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

Items G-M pertain to calendar year 2026. They are of a routine nature and although board action is required, discussion is usually unnecessary. I recommend approval of all resolutions as a single consent agenda. In the event a Board member wishes to discuss any item, it should be removed from the list so that it may receive individual attention.

G. Authorization for Electronic (telephone) Fund Transfers

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

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

H. Authorization for Use of Facsimile Signatures

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

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

I. Designation of Official Depositories

Annotation: The Business Office maintains a current list of financial institutions to be used for depositing school district funds. The recommended list of depositories for 2026 is shown in the motion.

Recommendation: That the institutions shown below be designated as official depositories of the district for the 2026 calendar year per M.S. 124.05.

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

J. Appointment to Committees

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

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

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

Recommendation: That as of January 1, 2026, Dr. Latanya Daniels, superintendent, or her designee be designated as the agent in filing applications for and representing the district in state- and federally-funded programs.

L. Designation of Legal Counsel

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

Recommendation: That the following law firms be appointed as legal counsel for Independent School District 191 for 2026 and that they be paid on an hourly basis for services rendered.

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

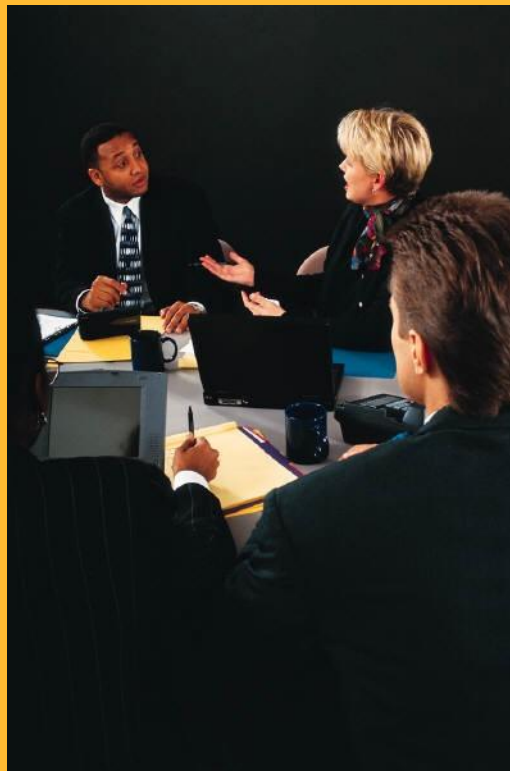
Law Firm	Type of Services Rendered
Kennedy & Graven Chartered	Student Issues; Custody Issues; General legal by Supt; Complex school business matters; election law; Bond attorney; HR and employee related issues.
Goetz & Eckland P.A.	Contracts related to Construction
Booth Law Group LLC	Student Issues;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

M. Designation of Official Newspaper

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

Recommendation: That Sun Thisweek be designated as the official newspaper for 2026 per M.S. 123.33; Subdivision 11, and M.S. Chapter 331.

First Monday in January: The Organizational Meeting



EVERYTHING you need to know
for your school board's Organizational Meeting

Updated December 2025

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Introduction

On the first Monday in January (or as soon as practicable thereafter) each year, newly elected school board members' terms of office begin, and school boards must meet to elect school board officers ([Minnesota Statutes section 123B.14, subdivision 1](#)).

School boards typically combine the work of seating newly elected school board members and organizing for the year into a single *organizational meeting*. The purpose of this booklet, *The First Monday in January*, is to help school boards prepare for and conduct the organizational meeting.

This guidance is based on relevant laws, knowledge of school board and superintendent roles and responsibilities, school board meeting processes and procedures, best practices, and experience. While the content addresses many issues related to the organizational meeting, this booklet cannot address every potential problem or circumstance school boards may encounter. As a result, school boards would be well served to review the contents and establish their processes for officers' elections prior to the organizational meeting. Upon review, school board members and superintendents are encouraged to call MSBA with questions pertaining to their unique situation.

Before beginning to look at the actual content of this booklet, five general terms used throughout this document should be explained. From this point forward, except in quotations from statute, the words, "board," "board member," "district," "chair," and "meeting," will be used instead of the formal terms, "school board," "school board member," "school district," "school board chair," and "school board meeting."

Updated December 2025

The Organizational Meeting and the Election of Officers

Under Minnesota law, “the board must meet and organize by selecting a chair, clerk, and a treasurer, who shall hold their offices for one year and until their successors are selected and qualify” ([Minnesota Statutes, section 123B.14, subdivision 1](#)). The chair calls the meeting to order.

A remote possibility exists that all the board officers and members from the previous year will no longer be on the board or are unavailable. In that case, the board as a whole should call the meeting to order. If the most recently selected chair (the person elected chair last year) is still on the board, that board member should call the meeting to order and run the meeting until a successor is selected and qualifies. If the most recent chair is no longer on the board or is unavailable, the most recently selected vice chair (if the board has one), clerk, or treasurer, in that order, should be asked to call the meeting to order and run the meeting. Otherwise, the board must select a different member to open the meeting and preside over the election of the chair, who will then move into place and conduct the rest of the elections and meeting.

If all the most recently selected officers are unavailable and the board is unable to reach a consensus, the board should use an agreed-upon method, such as calling on the most senior board member present or the member who draws the shortest straw, to choose a person to serve in that capacity. The board should use a similar process for determining who will serve as clerk and be responsible for recording the minutes until a successor is selected by the board. From this point on, the officers selected by the process just described to serve until new officers are selected will be referred to as “acting” officers.

At no time should the superintendent act as chair.

Boards need to adopt basic rules for conducting the organizational meeting. The rules chosen may be past practices or one of several options presented in *Robert’s Rules of Order Newly Revised* or another parliamentary procedure if the board has adopted one. The adopted rules allow the board members to discuss and make decisions in a timely and orderly manner. Boards are wise to keep the rules as uncomplicated as possible.

The most commonly used option for electing officers is for the acting chair to open the floor for nominations. This process is described on Page 7.

Open Meeting Law

All board meetings, including the organizational meeting, must comply with the Minnesota Open Meeting Law ([Minnesota Statutes, chapter 13D](#)). All board votes must occur at an open meeting, and board members may not cast any straw votes or votes by secret ballot ([Minnesota Statutes, section 13D.01, subdivision 4](#)). Boards may vote by paper ballot, but the voters must be identified and votes recorded.

If a special meeting is scheduled for the purpose of organizing the board, written notice of the date, time, place, and purpose of the meeting must be posted on the board’s principal bulletin board (or on the door of the board’s usual meeting room if no principal bulletin board exists) at least three days before the special meeting. All other requirements of the statute also must be satisfied ([Minnesota Statutes, section 13D.04](#)).

Date of the Organizational Meeting

Many Minnesota school boards prefer to schedule the January organizational meeting on the first Monday of January or as early as possible thereafter. In the rare event that a situation requiring the board's immediate attention arises before the organizational meeting, the board members whose terms are ending may be called upon to help the board until the new board members are seated.

The board cannot transact business on any holiday, including New Year's Day, except in cases of necessity ([Minnesota Statutes, section 645.44, subdivision 5](#)). This law explains how to proceed when a holiday falls on a Saturday or a Sunday. Minnesota law provides for some exceptions for dates on which school may be conducted despite the date being a holiday ([Minnesota Statutes, section 120A.42](#)). School boards should consider these dates when planning their organizational meetings. **MSBA's Dates with Meeting Restrictions chart** offers guidance (available on the MSBA website).

Sample Organizational Meeting Agenda

The organizational meeting agenda should clearly state the business the board will transact. As this booklet demonstrates, the school board may conduct regular school board business in addition to the organizational matters the board chooses to address. If the board schedules a special meeting to hold the organizational meeting, the board must limit its business to the purpose(s) stated on the meeting notice ([Minnesota Statutes, section 13D.04, subdivision 2](#)).

A sample organizational meeting agenda is provided below:

- Call meeting to order
The acting chair calls the meeting to order and conducts the meeting until a successor is elected by the board.
- Seat new board members
The acting chair may administer a ceremonial oath of office to the new board members (depending on the board's election cycle and practice).
- Approve meeting agenda
- Elect a chair (who presides over remainder of meeting)
- Elect a vice chair (if the board has a vice chair position)
- Elect a clerk
- Elect a treasurer

- Set dates, times, and location(s) for regular board meetings
- Conduct other business
- Designate district depositories
- Name board's legal counsel and authorized contacts
- Fix board members' compensation (if any)
- Appoint board committee members
Designate a board member as the Minnesota State High School League representative
- Other

Seating New Board Members

School boards seat newly elected board members at the first meeting in January. At that time, the acting chair and the rest of the board welcome the new board member(s). The acting chair may administer a ceremonial oath of office. Then, the board moves to the organizational meeting.

Election of Board Officers

Minnesota law requires that school boards elect a chair, a clerk, and a treasurer from among the school board members. One school board member must serve as the treasurer and another school board member must serve as the clerk. The *duties* of the clerk and treasurer may be performed by school district staff. The board, by resolution, may combine the duties of the offices of clerk and treasurer in a single person in the "Office of Business Affairs." A sample resolution is on page 13.

The board may decide to have additional officers, such as a vice chair ([Minnesota Statutes, section 123B.14](#)).

Board officers shall hold office for one year and until their successors are selected and qualified.

1. Procedures for Officer Elections

Minnesota law does not establish the method of electing officers, except that the election must be by open vote and not by any form of secret ballot ([Minnesota Statutes, section 13D.01, subdivision 4](#)). The board may establish its own procedures, including procedures for nominating officers and voting procedures. The board should establish procedures in advance of the meeting so that everyone will know what to expect from the outset. The board must follow the procedures, but the procedures can be changed if the majority of the board members agree.

Once the meeting has been called to order, the acting chair has been determined, and the agenda has been approved, the school board turns to the officer election process.

Sample Officer Election Process

- The acting chair asks for nominations.
- A board member may nominate any other board member or self-nominate
- Nominations do not require a second.
- If no other nominations are immediately received, the acting chair should pause and repeat the call for nominations.
- The acting chair should again pause and repeat the call for nominations a third time to ensure that every board member has ample opportunity to nominate. Usually, a motion to close nominations before these opportunities are offered should be declared out of order. *Robert's Rules of Order Newly Revised* calls for a two-thirds majority vote to adopt the motion.
- After the third call for nominations, if no other nominations are forthcoming, the acting chair should close the nominations for the office.
- A motion to reopen nominations may be adopted on a majority vote.

Here is an illustration:

Acting Chair:	"Nominations are now in order for the office of chair."
Board Member James:	"I nominate Jane Smith."
Acting Chair:	"Jane Smith is nominated. Are there any other nominations for

the office of chair?"

Acting Chair: "Are there any further nominations for the office of chair?"

Acting Chair: "Are there any further nominations for the office of chair?"

Acting Chair: "If there are no further nominations ... [pause] ... nominations for the office of chair are closed."

2. Voting

If only one school board member is nominated, board rules may allow the acting chair to declare that candidate elected. The acting chair could say, "Jane Smith is the only candidate nominated for the office of chair, and I hereby declare her elected by acclamation and direct the acting clerk to so record in the minutes."

Board rules may provide for a show of hands or voice vote in which each board member has an opportunity to vote. The newly elected chair then immediately assumes the office and conducts the election of other officers.

If two or more members are nominated for an office, a show of hands or voice vote is common. Each member's vote must be recorded as required by Minnesota's Open Meeting Law.

Another option is for each board member to be given a piece of paper (ballot) on which to write the name of the person for whom they are voting and the member's name on that ballot so each member's vote may be recorded. The results of each individual board member's vote is read aloud at the meeting and must be recorded in the minutes.

The person receiving a majority of the votes cast is elected and assumes the office, having been "selected and qualified."

3. Number of Votes Required

Unless board rule or policy requires a majority of the board's *full* membership or other stipulation, the number of votes required to elect an officer is the same as the vote to carry other motions—namely, "more than half the votes cast, excluding abstentions." Absences or abstentions can reduce the number of votes required to less than a majority of the full board. For example, for a seven-member school board with two board members absent or abstaining, three votes would elect an officer, 3-2. Any other requirement to elect officers should be clearly articulated in the board's policies or procedures.

If more than two candidates are nominated, the possibility exists that no candidate will get a majority of the votes cast. For example, a seven-member board with three candidates could have an initial vote of 3-3-1. Because four votes constitute a majority, no candidate would have enough votes to be elected.

Some boards, in such instances, drop off the low vote getter and conduct a second vote. *Robert's Rules of Order Newly Revised* recommends retaining the low vote getter because a low vote getter could turn out to be the most satisfactory compromise for supporters of the two front runners and may be helpful in breaking

a tie. If a multiple-candidate contest continues to produce no majority choice, the board may be left with no other option than to drop the low vote getter in an attempt to complete the election. If the board includes this option in its policies and procedures, language should specify when and how the decision would be made.

4. Order of the Vote

The voting procedure used may follow the order that the board typically uses to vote on motions. The acting chair may ask for a show of hands or go around the table calling on members by name, or the acting clerk may conduct a roll-call vote.

Acting Chair: "All in favor of Jane Smith for the office of chair raise their hands."

[Then]: "All in favor of James Nelson for the office of chair raise their hands."

[Then]: "Jane Smith received a majority of the votes cast and is elected chair of this school board."

To avoid any question regarding the validity of an election between two or more candidates, the board may need to conduct a roll call vote in the order the board normally follows and record each board member's vote in the minutes. A script for calling a roll-call vote is provided below.

Acting Chair: "The acting clerk will now call the roll for voting on the office of chair."

Acting Clerk: "Board member Brown."

Board member Brown: "I vote for Jane Smith."

Acting Clerk: "Board member Gray."

Board member Gray: "I vote for James Nelson."

[And so on until all board members have been polled]

Acting Chair: "The acting clerk will now tally the votes."

Acting Clerk: "Jane Smith received four votes. James Nelson received three votes."

Acting Chair: "Jane Smith received a majority of the votes cast and is elected chair."

5. Board Unable to Elect a Chair or Other Officer

Although election of officers usually raises no significant question as to procedure or legal requirements, exceptions arise from time to time. For example, in the event of a tie between two candidates, a second vote should be taken.

If a second vote to elect a new chair is unsuccessful, the board could: (1) move on to elect the other officers before attempting to vote a third time to elect a chair or (2) move on to conduct the other business before

attempting to vote a third time to elect a chair before the close of the meeting. The acting chair presides until the deadlock for chair is broken, even if other officers have been selected.

If the board is still unable to elect a chair after a third vote, the election of a chair should occur at subsequent meeting(s), for as many meetings and votes that may be required, until one candidate is elected.

Once a chair is elected, the newly elected chair assumes the duties of the presiding officer and conducts the elections of a vice chair (if applicable), clerk, and treasurer following the same procedures.

6. Vice Chair

Minnesota law does not require the board to have a vice chair position. If the board includes a vice chair, the newly elected chair should use the same call for nominations and election procedures to elect a vice chair as described for electing a chair.

7. Clerk

The chair should next call for nominations for the office of clerk. Nominations and the election should be handled in the same manner as for chair. In selecting a clerk, certain tasks (such as keeping a record of all board meetings of the district; within three days after an election, notifying all persons elected of their election; and filing a report of the revenues, expenditures, and balances in each fund for the preceding fiscal year with the board by September 15 of each year) require the clerk to be available regularly in the district administrative office ([Minnesota Statutes, section 123B.14](#)).

Board members who take minutes at meetings while participating in the meetings often have difficulty balancing their responsibilities. Fortunately, Minnesota law allows other persons (such as the superintendent's administrative assistant or secretary under the direction of the board clerk) to perform the duties of clerk. The board can designate an alternate, or "deputy clerk," from among the board members to sign documents if the clerk is unavailable.

8. Treasurer

The chair should next call for nominations for the office of treasurer. Certain tasks of the treasurer (such as depositing district funds in the official depository; making reports called for by the board and performing all duties a treasurer usually performs; and, in the event of insufficient funds to pay valid orders presented to the treasurer, receiving, endorsing, and processing the orders according to the law) require the treasurer to be available regularly to the district's administration ([Minnesota Statutes, section 123B.14](#)). The law allows the board (by resolution) to name a person in the business office to perform the duties of the offices of clerk and treasurer.

Other Business at the Organizational Meeting

Minnesota law allows the school board to conduct other business at the organizational meeting. Other business items commonly transacted at the organizational meeting include designating district depositories, selecting the official district newspaper, selecting the district's legal counsel and individuals authorized by the board to contact legal counsel, fixing board member compensation, setting the board's regular meeting schedule, appointing board committee members, and passing a resolution for combined polling places. These items are described below.

1. Designate District Depositories

Minnesota law requires the board to designate one or more official depositories for district funds ([Minnesota Statutes, section 118A.02, subdivision 1](#)). While Minnesota law does not specify when the designation must be made, many boards designate depositories at the organizational meeting.

2. Select Official Newspaper

School districts are required by law to publish their meeting proceedings and many notices in their official newspaper ([Minnesota Statutes, section 331A.04](#)). A board may select an official newspaper whenever it chooses, and most boards decide at the board's organizational meeting. Franconia and Prinsburg must designate an official newspaper in the first meeting following July 1.

3. Select District's Legal Counsel

The organizational meeting is a good time for the board to select one or more attorneys or firms to serve as the district's legal counsel. This meeting is also a good opportunity to identify the individuals who are authorized to contact the district's legal counsel. These individuals commonly include the chair, the superintendent, and the chief business official of the district. In addition, other district staff, including the human resources director or a person with similar duties, may be authorized to contact the school district's legal counsel.

4. Fix Board Member Compensation

Many Minnesota school boards set board member compensation at the organizational meeting. Minnesota law allows the clerk, treasurer, and superintendent to receive such compensation as may be fixed by the board. The law also allows the board to fix compensation for the other members of the board ([Minnesota Statutes section 123B.09, subdivision 12](#)).

5. Fix Regular Board Meeting Schedule for the Year

Minnesota law includes specific notice requirements that must be satisfied for the board to meet, whether for regular, special, or emergency meetings. Many boards set the regular meeting schedule for the year at the organizational meeting. If the board sets a schedule for regular board meetings to be held during the year,

with the date, time, and place for such meetings designated, and that schedule is kept at the district office, then no additional notice of those regular meetings is required ([Minnesota Statutes, section 13D.04, subdivision 1](#)). If a regular meeting date, time, or location is changed, additional notice is required. When setting the schedule for regular board meetings, the board must keep in mind the dates when meeting restrictions and/or prohibitions apply. Please see the **MSBA Dates with Meeting Restrictions chart**.

6. Appoint Board Members to Board Committees

Boards often use standing or ad hoc committees to facilitate the board's mission and work. These committees are advisory and have only the authority that the school board specified. However, some boards avoid using committees and opt for the board to work as a whole. Many boards believe the organizational meeting is a good time to appoint board committee memberships. If the board has a policy on board committees, the board should follow that policy and established procedures.

If the board utilizes committees, policy should clarify the following: when, how, and by whom the appointments will be made, the allowable number of board members per committee, whether committee appointments are continuing or rotating, and, if rotating, a schedule for doing so. Finally, board committee and subcommittee meetings are subject to Minnesota's Open Meeting Law (even when the committee membership is less than a quorum of the board). The notification and public meeting requirements for board committees and subcommittees are the same as for board meetings.

School Board Member Election and Vacancies

1. Board Membership and Election to the School Board

Board membership consists of six elected members (or seven members if the district voters have approved a seven-member board) ([Minnesota Statutes, section 123B.09, subdivision 1](#)). Elections take place on the first Tuesday after the first Monday in November of either the odd-numbered or the even-numbered year ([Minnesota Statutes, section 205A.04](#)). The number of members may be different for combining or consolidating boards that are in a transition period ([Minnesota Statutes, section 123A.48, subdivision 2](#)). The board includes ex officio (non-voting) members. Superintendents are the only ex officio members of the board who are mentioned in statute ([Minnesota Statutes, section 123B.143](#)). Board vacancies are filled by special election if more than one year remains or by board appointment by resolution at a regular or special meeting if less than one year remains ([Minnesota Statutes, section 123B.09, subdivision 5b](#)).

2. Canvass of Returns and Certificate of Election

Minnesota law requires the board to canvass the returns and declare the results of the election between the third and tenth day after a district election, other than a special election ([Minnesota Statutes section 205A.10, subdivision 3](#)). The district clerk must certify the results of the election to the county auditor. The clerk is the final custodian of the ballots and the returns of the election.

3. Qualified Board Member

To “qualify,” a newly elected board member must complete a few necessary steps. The district clerk must ensure that each successful candidate has filed a campaign finance report certification ([Minnesota Statutes, section 211A.02](#) and [Minnesota Statutes, section 211A.05, subdivision 1](#)) before issuing a certificate of election. The clerk must deliver, by personal service or certified mail, the certificate to the successful candidate who must return the certificate of election within thirty days, sign the oath of office, and sign the acceptance of office. A person who fails to qualify prior to the specified time shall be deemed to have refused to serve ([Minnesota Statutes, section 205A.10, subdivision 3](#)).

4. Term of Office

The term of office for school board members is four years. Generally, a board member is elected to fill an open seat on the board created by the expiration of a term (except as may be otherwise provided by a transition schedule from odd- to even-numbered year or from even- to odd-numbered year elections) beginning the first Monday in January ([Minnesota Statutes, section 123B.09, subdivision 1](#)). The member takes office on that date regardless of the date of the organizational meeting.

5. Board Vacancy

A board vacancy occurs when a member dies, resigns, ceases to be a resident of the district or is unable to serve on such board and attend its meetings because of illness or prolonged absence from the district

([Minnesota Statutes section 123B.09](#)). A board vacancy must be filled by board appointment, evidenced in an adopted resolution, and is effective 30 days following the appointment (unless a petition to reject the appointee is filed and meets statutory requirements).

Under the Minnesota law cited above, the rules regarding when a special election is required to fill a vacancy are complex and depend upon when the vacancy occurs in the member's term.

A person filling a vacancy by special election takes office immediately after qualifying. To qualify for an elected office means the certificate of election has been received, the acceptance of office has been signed, the finance report has been turned in, and the oath of office has been taken and signed.

6. Post-Election, No Pre-Seating of New Members

Board members are elected in November ([Minnesota Statutes, section 205A.04](#)), but their terms of office do not begin until the first Monday in January ([Minnesota Statutes, section 123B.09, subdivision 1](#)). Currently serving members retain their seats until the expiration of their respective terms. During the time between being elected and the first Monday in January, board members-elect are citizens who are not board members yet. For this reason, board members-elect should not be treated the same as seated members. As a result, wise boards do not allow board members-elect to sit at the board table, participate in the deliberations, be asked how they would vote on a topic during a meeting, or be allowed to conduct or otherwise participate in any other board business. These restrictions avoid the confusion that can result when members-elect are allowed to participate in meetings prior to being officially seated.

School Board Members and Data Privacy

Minnesota's Government Data Practices Act requires school board members to maintain data privacy as described in the Act ([Minnesota Statutes, chapter 13](#)). To protect data privacy rights of the district's students and staff, board members-elect should not be given access to non-public data until they officially begin their term of office.

In the interim, board members-elect can spend time preparing to take office. Boards can help board members-elect by providing an orientation, inviting them to meetings, sending them meeting agendas and packets (public information only) prior to the meetings, and encouraging them to attend MSBA's new board member trainings (Phase I and Phase II, which include school board member training in school finance and management as required under [Minnesota Statutes, section 123B.09, subdivision 2](#)). Additional information can be found on MSBA's website.

Combining the Duties of Clerk and Treasurer

Minnesota law requires boards to elect a chair, a clerk, and a treasurer. Minnesota law does not allow the board to select one of its members to serve in the combined office of clerk/treasurer. The law allows a board to combine and delegate *the duties of* the offices of clerk and treasurer to a single person who is employed by the district in its business office. A resolution is required if the duties of the clerk and treasurer are delegated. The resolution is a one-time requirement, not an annual one. Even so, the law still requires that an elected school board member hold each of the offices of chair, clerk, and treasurer. A "Sample Resolution" is below.

SAMPLE RESOLUTION

WHEREAS, Minnesota Statutes 123B.14, Subd. 1, empowers the School Board to combine the duties of the offices of Clerk and Treasurer of the School Board in one person in the Office of Business Affairs of the School District.

WHEREAS, the School District has decided to combine the duties of the Clerk and Treasurer in one person in the Office of Business Affairs.

THEREFORE, BE IT RESOLVED THAT the__of the School District is designated by the School Board of Independent School District No._to perform the duties of Clerk and Treasurer of the District.

Moved by: Seconded by:

The following voted in favor: The following voted against:

WHEREUPON the resolution was declared adopted.

Organizational Meeting: First Monday in January © Minnesota School Boards Association 2025. All rights reserved.

These materials are for informational use only and are not to be construed as legal advice.

If legal advice is needed, the school district's legal counsel should be contacted.

While current at the time it was created, this document may be later superseded by legislative or other action.

- A. Election of Chair
- B. Election of Vice Chair
- C. Election of Clerk
- D. Election of Treasurer
- E. Salaries of Board Members
- F. Regular Meetings of the School Board
- G. Authorization of Electronic (telephone) Fund Transfers

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.

INDEPENDENT SCHOOL DISTRICT 191

WIRE TRANSFER AGREEMENT

AUTHORIZED REPRESENTATIVES

January 1, 2026 through December 31, 2026

1. Stacey Sovine	_____	<u>Executive Director of Administrative Services</u>	<u>707-2010</u>
2. Tyler Dehne	_____	<u>Dir/Accounting Services</u>	<u>707-2055</u>
3. Jarrod Leake	_____	<u>Acct & Compliance Coord.</u>	<u>707-2053</u>
4. Jessica Moryn	_____	<u>Controller</u>	<u>707-2056</u>

Account Name

Independent School District 191

H. Authorization for Use of Facsimile Signatures

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.

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

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

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

do hereby certify that the following resolution was duly adopted by said governing body at a meeting thereof duly convened and held on January 8, 2026, and is in full force and effect:

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

public officers _____

Chair Treasurer Clerk

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

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of January, 2026.

CLERK _____
(certifying official)

I. Designation of Official Depositories

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.

INDEPENDENT SCHOOL DISTRICT 191
RESOLUTION AUTHORIZING TRANSFER OF FUNDS

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

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

The authority conferred herein shall continue in full force and effect until written notice of its revocation shall be received by said Bank at its office, or on December 31, 2026, whichever is earlier.

I, _____, Clerk of Independent School District 191, hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Education of said District at a meeting of said Board duly and regularly called; Noticed and held, and at which time was present a quorum of said Board on January 8, 2026, and that said resolution is in full force and effect.

I have hereunto subscribed my name this 8th day of January, 2026.

Clerk _____

Chairperson _____

INDEPENDENT SCHOOL DISTRICT 191
RESOLUTION AUTHORIZING TRANSFER OF FUNDS

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

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

The authority conferred herein shall continue in full force and effect until written notice of its revocation shall be received by said Bank at its office, or on December 31, 2026, whichever is earlier.

I, _____, Clerk of Independent School District 191, hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Education of said District at a meeting of said Board duly and regularly called; Noticed and held, and at which time was present a quorum of said Board on January 8, 2026, and that said resolution is in full force and effect.

I have hereunto subscribed my name this 8th day of January, 2026.

Clerk _____

Chairperson _____

INDEPENDENT SCHOOL DISTRICT 191

RESOLUTION AUTHORIZING TRANSFER OF FUNDS

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

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

The authority conferred herein shall continue in full force and effect until written notice of its revocation shall be received by said Bank at its office, or on December 31, 2026, whichever is earlier.

I, _____, Clerk of Independent School District 191, hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Education of said District at a meeting of said Board duly and regularly called; Noticed and held, and at which time was present a quorum of said Board on January 8, 2026, and that said resolution is in full force and effect.

I have hereunto subscribed my name this 8th day of January, 2026.

Clerk _____

Chairperson _____

INDEPENDENT SCHOOL DISTRICT 191

RESOLUTION AUTHORIZING TRANSFER OF FUNDS

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

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

The authority conferred herein shall continue in full force and effect until written notice of its revocation shall be received by said Bank at its office, or on December 31, 2026, whichever is earlier.

I, _____, Clerk of Independent School District 191, hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Education of said District at a meeting of said Board duly and regularly called; Noticed and held, and at which time was present a quorum of said Board on January 8, 2026, and that said resolution is in full force and effect.

I have hereunto subscribed my name this 8th day of January, 2026.

Clerk _____

Chairperson _____

INDEPENDENT SCHOOL DISTRICT 191
RESOLUTION AUTHORIZING TRANSFER OF FUNDS

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

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

The authority conferred herein shall continue in full force and effect until written notice of its revocation shall be received by said Bank at its office, or on December 31, 2026, whichever is earlier.

I, _____, Clerk of Independent School District 191, hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Education of said District at a meeting of said Board duly and regularly called; Noticed and held, and at which time was present a quorum of said Board on January 8, 2026 and that said resolution is in full force and effect.

I have hereunto subscribed my name this 8th day of January, 2026.

Clerk _____

Chairperson _____

INDEPENDENT SCHOOL DISTRICT 191

RESOLUTION AUTHORIZING TRANSFER OF FUNDS

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

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

The authority conferred herein shall continue in full force and effect until written notice of its revocation shall be received by said Bank at its office, or on December 31, 2026, whichever is earlier.

I, _____, Clerk of Independent School District 191, hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Education of said District at a meeting of said Board duly and regularly called; Noticed and held, and at which time was present a quorum of said Board on January 8, 2026, and that said resolution is in full force and effect.

I have hereunto subscribed my name this 8th day of January, 2026.

Clerk _____

Chairperson _____



Your Windows® Print Driver Solution to Electronic Signatures

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

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

eSign Electronic Signature

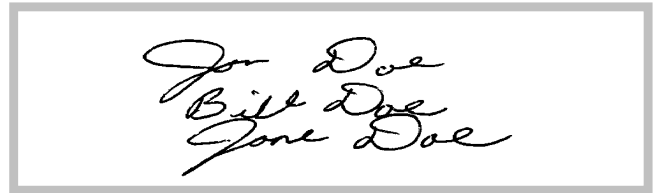
1. Place desired signature(s) inside the yellow box. Sign naturally and use a roller pen. (No markers please.) You may include a title in the signature box (optional). However, all signatures and titles must stay within the yellow box. (Samples below.)



Single Signature Sample



Multiple Signature Sample



2. Please indicate how you would like to use the eSign™ signatures within the Skyward Management System™.

Check all that apply.

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

3. Please select a Payment Option (The cost is \$250 per block regardless of the number of signatures within the block):

Purchase Order # _____ OR: Enclosed Check # _____

N/A - eSign included with original core purchase Qmlativ

4. Please complete required district information:

Burnsville Eagan Savage ISD 191

School District

Tyler Dehne, Director of Finance

Print Name and Title

Authorized Signature

Date

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

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

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

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

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



J. Appointment to Committees

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

L. Designation of Legal Counsel

M. Designation of Official Newspaper

IV. Information

A. School Report: Nicollet Middle School

35

Speaker(s): Dr. Chris Bellmont, Assistant Superintendent, Dr. Carolyn Allston-Trentetun, Brad Sorensen, teacher, and Tone Waters, parent



**Agenda IV.A.
January 8, 2026**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Dr. Chris Belmont, assistant superintendent, Dr. Carolyn Allston Trenteetun, principal, Mr. Brad Sorensen, teacher, AVID coordinator and building leadership team member and Mrs. Tone Waters, parent

Date: January 8, 2026

Re: School Report: Nicollet Middle School

From Climate to Instruction - a Systems Approach at Nicollet Middle School

Dr. Chris Bellmont, Assistant Superintendent

Dr. Carolyn Allston Trenteetun, Principal

Mr. Brad Sorensen, AVID Coordinator, Building Leadership Team Member, Teacher

Mrs. Tone Waters, Parent Teacher Organization (PTO), Lead, Parent

Priorities for 25/26 school year

Develop and enhance systems to:

- Build a safe, connected, and supportive school culture.
- Strengthen instruction through feedback and collaboration.
- Instill a mindset of continuous improvement.



MISSION



VISION



VALUES

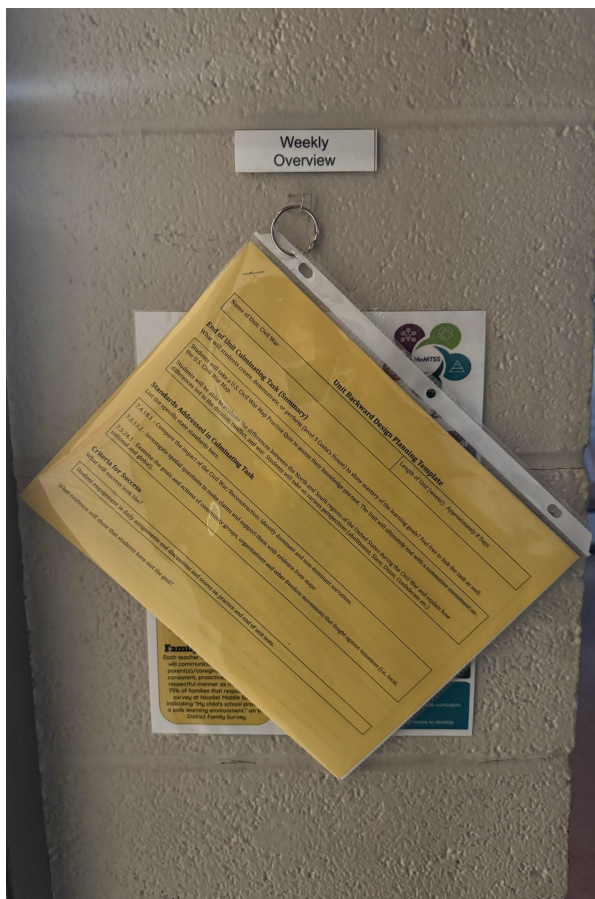
Safe, connected, and supportive school culture

- Collaborative Feedback Loops
- Restructuring Hallway Supervision
- Bus Ambassador Program
- Developing Student Leadership / Agency
- Establishing a PTO



Strengthen instruction through feedback and collaboration

- Monthly Cross-building Learning walks
- Peer Observation Structure
- Collaboratively Planned Weekly Overviews
- Restructuring of AVID



Grounding: COA Indicator #9

A school has a culture of achievement if students are told explicitly, over and over again, in ways that are meaningful and compelling, that academic achievement demands the same kind of hard work that is required to become the best in other arenas—at baseball, basketball, playing video games, being a spoken word artist and so on.

Excellence requires practice, persistence, and hard work. It requires thoroughness. It often requires doing things over and over again, that at first glance might appear boring, but necessary in order to acquire fluency and expertise in an area of study or performance.

NMS Peer Observation Quick Note



Focus: Intentional Student Collaboration & Individual Learning Assessment

Teacher Observed: _____ Time & Date: _____

Observer: _____

☀ Something Effective I Noticed: _____

🌀 Something I'm Curious About or Wondering: _____

🔗 Connection to Our Focus:

How might this strategy help me strengthen collaboration or individual learning checks in my class?

Thank you for sharing your classroom!

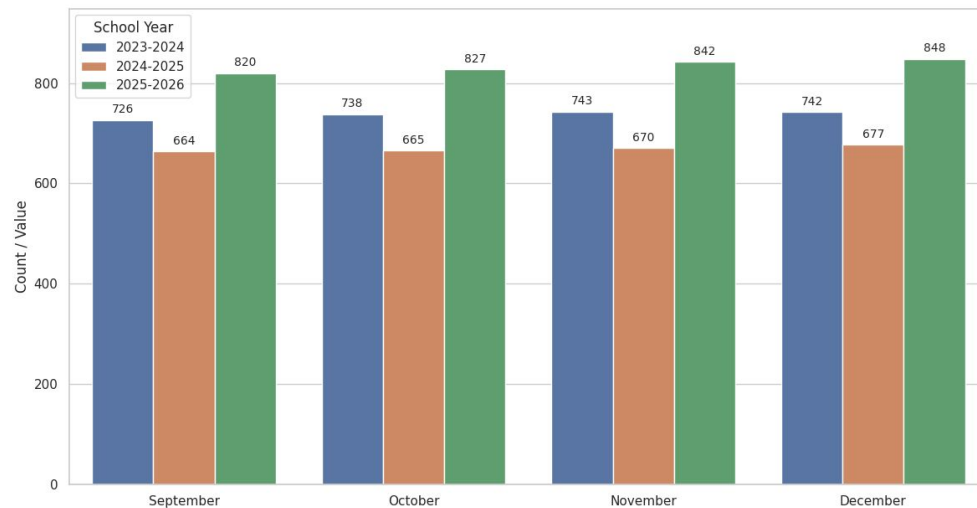
From action to outcomes

Descriptions

- Establish and refine systems that promote **physical, emotional, and relational safety**
- Increase students' sense of **connectedness and belonging**
- Ensure adults experience a culture of **support, trust, and shared responsibility**

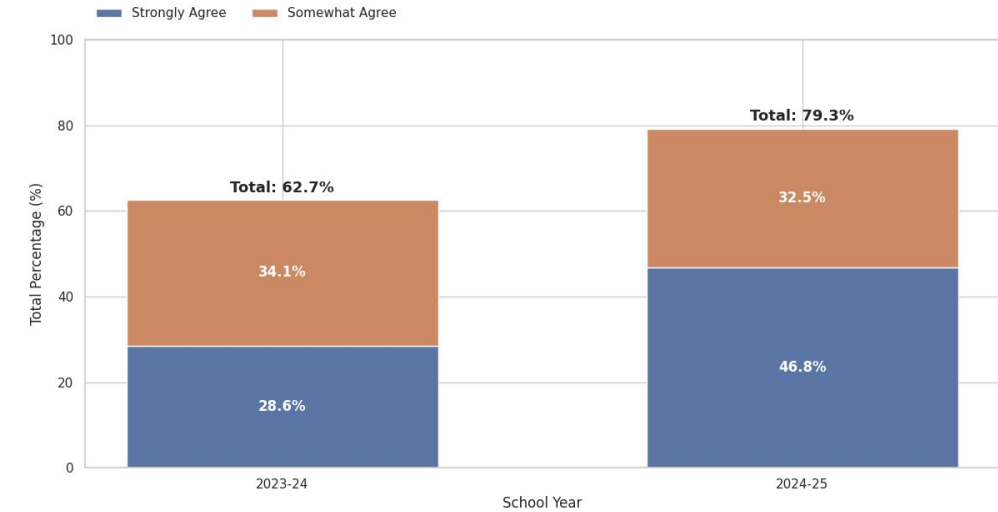
Student Enrollment Trends

Monthly Comparison (September - December)



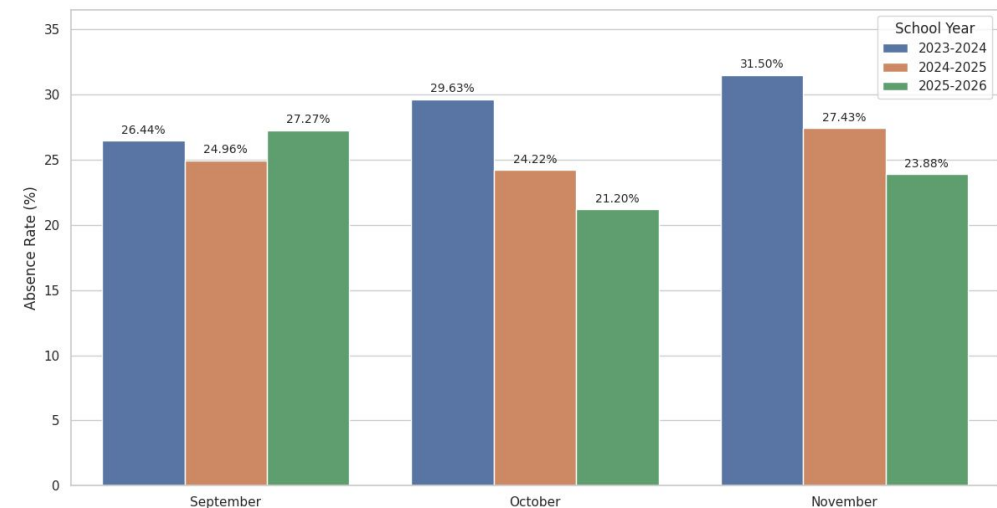
Parent Perception Trends

My child's school provides a safe learning environment.



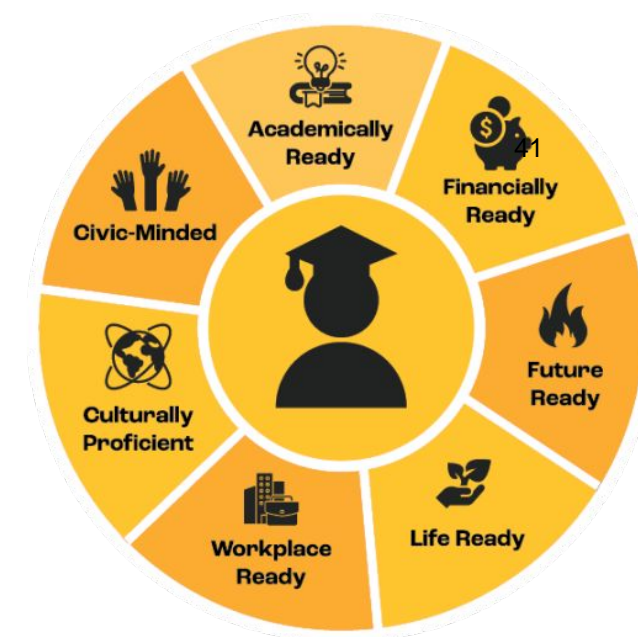
Student Attendance Trends

Chronic Absence (Missing 10% or More of School) Comparison



What's Next?

By Spring 2026, Nicollet Middle School will increase the percentage of students in grades six through eight who make typical to aggressive growth from 39% (Fall 2024-Spring 2025) to 45% (Fall 2025-Spring 2026) as measured by FAST aReading.



2023-2024

Foundation: Culture & Voice

- Honor learner identity
- Elevate learner voice
- Reflect and improve practice

2024-2025

Focus: Achievement, Safety & Communication

- Intentional instructional practices
- Staff training and capacity building
- Increase feelings of safety
- Proactive, culturally responsive communication

2025-2026

Systems: Consistency & Instructional Excellence

- Safe, connected school culture
- Feedback-driven instructional growth
- Peer collaboration and observations
- Consistent learning experiences through systems

2026-2027

Sustain and Deepen: Coherence, Calibration and Impact

- Calibrate quality, effectiveness of systems, structures and the impact on student outcomes
- Shift the work to teacher leaders to maintain and enhance outcomes
- Monitor, reflect and adjust as a community

***“Every system is perfectly
designed to get the results it gets.”***

-W. Edwards Deming

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 IV.B.
January 8, 2026**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Feven Tesfaye, student board representative

Date: January 8, 2026

Re: Student Board Representative Report

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

C. Superintendent Report

45

46

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.C.
January 8 2026**

To: Board of Education
From: Dr. Latanya Daniels, superintendent
Date: January 8, 2026
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 IV.D.
January 6, 2026**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: board chair

Date: January 6, 2026

Re: Board Member Reports

Receive reports from board members.

V. 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

50

School Board Minutes
 INDEPENDENT SCHOOL DISTRICT 191
 December 11, 2025

The regular meeting of the ISD 191 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, and Chair Werb were present. Directors Sachse and Mikkelsen were absent. Dr. Chris Bellmont, assistant superintendent, Student Board Representative Feven Tesfaye, administrators, staff and members of the public were also present.

Attendance

Chair Werb welcomed the audience and asked Direct Hume to lead the Pledge of Allegiance.

Pledge of Allegiance

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

Agenda

The Truth in Taxation Hearing began at 6:35 p.m. Received a report about the Public hearing for Taxes Payable in 2026 from Stacy Sovine, executive director of administrative services, and Aaron Bushberger, senior municipal advisor with Ehlers.

Truth in Taxation Hearing

No speakers spoke at the Truth in Taxation Hearing.

The Public Hearing ended at 6:52 p.m. and the board moved back to its regular meeting immediately following.

Received a school report about Gideon Pond Elementary School from Dr. Chris Bellmont, assistant superintendent, Dr. Salma Hussein, principal, and Whitney Jones, student systems leadership specialist.

Reports

Received a report about the Burnsville High School Course Catalog from Jesús Sandoval, principal, Sarah Noble, assistant principal, and Colleen Coleman, secondary curriculum coordinator.

Received a report on the 2026-2027 Budget Initial Planning and FY27 Preliminary Current Reality from Stacey Sovine, executive director of administrative services.

Received a report from Feven Tesfaye, student board representative.

Received a Superintendent's report from Dr. Chris Bellmont, assistant superintendent.

Received Board Member Reports from Director Chester on District 917 and the District 191 Legislative Committee, Director Hume on the Minnesota School Board Association Delegate Assembly and Director Alt on the District 191 Policy Review Committee and the Community

Education Tinsel and Treats event.

Moved by Anderson, seconded by Chester, to approve the consent agenda:

-Approve the minutes of the regular board meeting on November 22, 2025 and the Board of Education Retreat on November 17, 2025.

-Approve personnel recommendations for Megan Orlich-Sullivan, Thomas Boehlke, Emily Emery, Natalie Broich, Bryan Dykstra, Brian Pickett, Steve McGee, Kern Wilson, Kristine Olson, Kirk Shellum, Nicole Gonzalez, Steven T McGee, Jason Riddersen, DeMario Richardson, Francie Duea, Ethan Lutz, Marie Burtnett, Joshua Loreda, Khadijo Adam, Constance Gise, Luis Molina Urgiles, Shannon Simpson, Kendyl Green, Carla Herrera Ordonez, Ludwing Pedraza, Kendyl Green, James Reimers.

-Approve October payroll checks in the net amount of \$4,763,224.80.

October claims to date, wire transfers and adjustments totaling \$13,561,085.34. Also, that the Board accepts October receipts of \$16,637,692.14 and investments for the General Fund and OPEB of \$103,823,119.47 as of October 31, 2025.

-Accept the Budget Analysis for the month ending October 31 2025.

-Receive a report about the Listening Session on November 22, 2025.

-Final Approval for the Burnsville Baseball Team's Trip to Scottsdale, Arizona.

-Approve, on a first and final Reading, no changes to policy 520: *Student Surveys*.

The motion carried unanimously (5,0).

Moved by Hume, seconded by Chester, to approve the Final Certification of Property Tax Levy Payable in 2026. The motion carried unanimously (5,0).

Moved by Alt, seconded by Anderson, to approve, on a first reading basis, changes to policies: 417: *Chemical Use and Abuse*, 709: *Student Transportation Safety Policy*, 712: *Video Surveillance Other Than On Buses*, 722: *Public Data Requests*, and 410: *Family and Medical Leave Policy*. The motion carried unanimously (5,0).

Moved by Hume, seconded by Anderson, to approve, on a first reading basis, changes to policies: 515: *Protection and Privacy of Public Records*, 519: *Interview of Students by Outside Agencies* and 306: *Administrator Code of Ethics*. The motion carried unanimously (5,0).

Moved by Alt, seconded by Hume, to approve, on a first reading basis, changes to Regulation 602R: *Organization of the School Calendar*. The motion carried unanimously (5,0).

Moved by Anderson, seconded by Alt, to approve, on a first reading basis, changes to policies: 513: *Student Promotion, Retention and Program Design* and 606: *Textbooks, Instructional Resources, and Library Materials*. The motion carried unanimously (5,0).

Moved by Werb, and seconded by Hume, to move to a recess. The motion

Consent Agenda
Minutes
Personnel
Checks, claims,
receipts and
investments
Budget Analysis
Listening Session
Extended Field
Trip
Policy 520

Final Certification
of Property Tax
Levy

Policies

Recess

carried unanimously (5,0).

The recess began at 8:06 p.m.

The Work Session to hold the Initial Budget Discussion around Enrollment Projection began at 8:16 p.m.

Having no further agenda items, Chair Werb adjourned the meeting at 8:36 p.m.

/s/

Board Clerk

1/8/26

Date Approved

Work Session

Adjourn

DRAFT

2. Approve Personnel Recommendations

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: January 8, 2026

RE: Recommended Personnel Changes

CLASSIFICATION	ACTION	NAME	FINAL	LOCATION	POSITION	EFFECTIVE DATE	HOURS / FTE
Certified	Change of Assignment	MaryRuth Hurdle		Burnsville High School	Teacher	01/20/2026	.80 FTE
Certified	Leave of Absence	Rachel Christenson		Harriet Bishop Elementary	Teacher	2/25/2026-4/3/2026	1.0 FTE
Certified	Leave of Absence	Elisa Odegard		Gideon Pond Elementary	Teacher	1/1/2026-6/30/2029	1.0 FTE
Certified	Resignation	Henry Tyler		Burnsville High School	Teacher	01/09/2026	1.0 FTE
Certified	Resignation by Agreement	Jameson Gillispie		Edward Neill Elementary	Teacher	12/12/2025	1.0 FTE
Certified	Resignation by Agreement	Dimitri Russell		Burnsville High School	Teacher	12/19/2025	1.0 FTE
Certified	Retirement	Sara Bartholomew		Burnsville High School	Teacher	06/05/2026	1.0 FTE
Classified	Appointment	Gabriel Hubbard		Burnsville High School	Play One Act Director	Winter Stipend	1.0 FTE Stipend
Classified	Appointment	Gabriel Hubbard		Burnsville High School	Play One Act Set Design	Winter Stipend	1.0 FTE Stipend
Classified	Appointment	Carol Louisiana		Sky Oaks Elementary School	Educational Assistant	12/22/2025	7.25 hours/day
Classified	Change of Assignment	Tyler Music		Diamondhead Education Center	Cybersecurity Analyst	01/01/2026	8 hours/day
Classified	Change of Assignment	David Molina Urgiles		Edward Neill Elementary	Custodian	01/02/2026	8 hours/day
Classified	Change of Assignment	Hafiza Nure		Edward Neill Elementary	Educational Assistant	01/20/2026	6 hours/day
Classified	Change of Assignment	Toni Davis		Burnsville High School	Food Service- Assistant Manager	01/05/2026	7.5 hours/day
Classified	Resignation	Jordyn Queen		Burnsville High School	Girls Track and Field- Assistant Coach	11/11/2025	1.0 FTE Stipend
Classified	Resignation	Pamela Hamann		Gideon Pond Elementary	Food Service Associate	01/19/2026	3.75 hours/day
Classified	Retirement	Brenda Theyson		Harriet Bishop Elementary	Educational Assistant	1/6/2026 *correction	7.25 hours/day

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 V.A.3.
January 8, 2026**

To: Board of Education
From: Dr. Latanya Daniels, superintendent
Date: December 11, 2025
Re: Report about the Listening Session

Recommendation: Receive a report about the listening session scheduled on December 11, 2025.

There were no speakers who signed up to speak at the listening session on December 11, 2025.

4. Approve, on a Second Reading Basis, Changes to Policies 417:
Chemical Use and Abuse, 709: *Student Transportation Safety Policy*,
712: *Video Surveillance Other Than On Buses*, 722: *Public Data
Requests*, and 410: *Family and Medical Leave Policy*



**Agenda V.A.4.
January 8, 2026**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Stacey Sovine, executive director of administrative services

Date: January 8, 2026

Re: Approve, on a Second Reading Basis, Changes to Policies 417: *Chemical Use and Abuse*, 709: *Student Transportation Safety*, 712: *Video Surveillance Other Than on Buses*, 722: *Public Data Requests* and 410: *Family Medical Leave*

Recommendation: That the Board of Education approve, on a second reading basis, changes to policies 417: *Chemical Use and Abuse*, 709: *Student Transportation Safety*, 712: *Video Surveillance Other Than on Buses*, 722: *Public Data Requests* and 410: *Family Medical Leave*.

Notes:

The following policies were reviewed during the November 18, 2025 Policy Review Committee and passed approval, on a first reading basis, at the December 11, 2025 regular meeting of the Board of Education.

Below is a summary of changes:

- 417- Minnesota School Board Association (MSBA) recommended update: removes duplicative phrases in Art. IV.C.2
- 709 – MSBA recommended update: removes “handicapping condition” phrase in Art. VIII.C and D
- 712 - MSBA recommended update: changes “surveillance” to “recording” and clarifies video recording rule in Art. II.A.3
- 722 – MSBA recommended update: adds 2025 legislative update to MN Statutes 13.03 on data requests to Art. IV
- 410 – Annual Review: intermittent leave definition

Adopted: 6/89

Burnsville-Eagan-Savage School District Policy 417

Reviewed: ~~PRC 11/18/25+2/8/2022~~

Revised: 1/12/2023

Rescinds: GBCB-R, JFCH

417 CHEMICAL USE AND ABUSE

I. PURPOSE

The school board recognizes that chemical use and abuse constitutes a grave threat to the physical and mental well-being of students and employees and significantly impedes the learning process. Chemical use and abuse also creates significant problems for society in general. The school board believes that the Independent School District 191 has a role in education, intervention, and prevention of chemical use and abuse. The purpose of this policy is to assist the school district in its goal to prevent chemical use and abuse by providing procedures for education and intervention and to maintain a safe and healthful environment for students by prohibiting the use.

II. GENERAL STATEMENT OF POLICY

- A. Use or possession of controlled substances, toxic substance, medical cannabis, and alcohol before, during, or after school hours, at school or in any other school location, is prohibited in accordance with school district policies with respect to a Drug-Free Workplace/Drug-Free School.
- B. The school district shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievement..
- C. Every school that participates in a school district chemical abuse program shall establish a chemical abuse preassessment team. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
- D. The school district shall establish a drug-free awareness program for its employees.

III. DEFINITIONS

- A. "Chemical abuse," as it applies to students, means use of any psychoactive or mood-altering chemical substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially disordering behavior, to the extent that the minor's or staff member's normal function in academic, school, or social activities is chronically impaired.

- B. “Controlled substances,” as applied to the chemical abuse assessment of students, means a drug, substance, or immediate precursor in Schedules I through V of Minnesota Statutes section 152.02 and “marijuana” as defined in Minnesota Statutes section 152.01, subdivision 9. but not distilled spirits, wine, malt beverages, intoxicating liquors or tobacco. As otherwise defined in this policy, “controlled substances” include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.
- C. Drug prevention” means prevention, early intervention, rehabilitation referral, recovery support services, or education related to the illegal use of drugs, such as raising awareness about the consequences of drug use that are evidence based.
- D. “Teacher” means all persons employed in a public school or education district or by a service cooperative as members of the instructional, supervisory, and support staff including superintendents, principals, supervisors, secondary vocational and other classroom teachers, librarians, counselors, school psychologists, school nurses, school social workers, audio-visual directors and coordinators, recreation personnel, media generalists, media supervisors, and speech therapists.

IV. STUDENTS

A. Districtwide School Discipline Policy

Procedures for detecting and addressing chemical abuse problems of a student while on school premises are included in the districtwide school student discipline policy.

B. Programs and Activities

1. The school district shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievements. The programs and activities may include, among other programs and activities, drug prevention activities and programs that may be evidence based, including programs to educate students against the use of alcohol, tobacco, marijuana, smokeless tobacco products, and electronic cigarettes.
2. As part of its drug-free programs, the school district may implement the drug abuse resistance education program (DARE) that enables peace officers to undergo the training to teach a curriculum on drug abuse resistance in schools.

C. Reports of Use, Possession, or Transfer of Alcohol or a Controlled Substance

1. A teacher in a nonpublic school participating in a school district chemical use program, or a public school teacher, who knows or has reason to

believe that a student is using, possessing, or transferring alcohol or a controlled substance while on the school premises or involved in school-related activities, shall immediately notify the school's chemical abuse preassessment team, or staff member assigned duties similar to those of such a team, of this information.

[Note: School districts are not required to participate in a chemical abuse program or establish a chemical abuse preassessment team pursuant to state law. Schools are required to have procedures for detecting student chemical abuse and can obtain federal funding if they establish drug prevention, detection, intervention, and recovery support services. Thus, it is recommended that schools establish these programs and activities. For those schools that do not establish a chemical abuse preassessment team, those obligations could be assigned to a specified staff member such a school counselor or administrator.]

2. Students involved in the abuse, possession, transfer, distribution, or sale of chemicals may be suspended and proposed for expulsion in compliance with the student discipline policy and the Pupil Fair Dismissal Act, Minnesota Statutes section 121A.40-121A.56, ~~and proposed for expulsion.~~
3. Searches by school district officials in connection with the use, possession, or transfer of alcohol or a controlled substance will be conducted in accordance with school board policies related to search and seizure.
4. Nothing in paragraph IV.B.1. prevents a teacher or any other school employee from reporting to a law enforcement agency any violation of law occurring on school premises or at school sponsored events.

D. Preassessment Team

1. Every school that participates in a school district chemical abuse program shall establish a chemical abuse preassessment team designated by the superintendent or designee. The team must be composed of classroom teachers, administrators, and to the extent they exist in the school, school nurse, school counselor or psychologist, social worker, chemical abuse specialist, and other appropriate professional staff. For schools that do not have a chemical abuse program and team, the superintendent or designee will assign these duties to a designated school district employee.
2. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
3. Within forty-five (45) days after receiving an individual reported case, the team shall make a determination whether to provide the student and, in the case of a minor, the student's parents with information about school and community services in connection with chemical abuse.

E. Data Practices

1. Student data may be disclosed without consent in health and safety emergencies pursuant to Minnesota Statutes section 13.32 and applicable federal law and regulations.
2. Destruction of Records
 - a. If the preassessment team decides not to provide a student and, in the case of a minor, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the determination is made.
 - b. If the team decides to provide the student and, in the case of a minor or a dependent student, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the student is no longer enrolled in the district.
 - c. Destruction of records identifying individual students shall be governed by paragraph IV.E.2. notwithstanding Minnesota Statutes section 138.163 (Preservation and Disposal of Public Records).

F. Consent

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

V. EMPLOYEES

- A. The school district shall establish a drug-free awareness program to inform employees, about:
 1. The dangers of drug abuse in the workplace.
 2. The school district's policy of maintaining a drug-free workplace.
 3. Available drug counseling, and employee assistance programs.
 4. The penalties that may be imposed on employees for drug abuse violations.
- B. The school district shall notify any federal granting agency required to be notified under the Drug-Free Workplace Act within ten (10) days after receiving notice

from the employee or otherwise receiving actual notice of any criminal drug statute a conviction of an employee for a criminal drug statute violation occurring in the workplace.

- Legal References:**
- Minn. Stat. § 13.32 (Educational Data)
 - Minn. Stat. § 121A.25-121A.29 (Chemical Abuse)
 - Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
 - Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
 - Minn. Stat. § 124D.695 (Approved Recovery Program Funding)
 - Minn. Stat. § 126C.44 (Safe Schools Levy)

 - Minn. Stat. § 138.163 (Preservation and Disposal of Public Records)
 - Minn. Stat. § 144.343 (Pregnancy, Venereal Disease, Alcohol or Drug Abuse, Abortion)
 - Minn. Stat. § 152.01 (Definitions)
 - Minn. Stat. § 152.02 (Schedules of Controlled Substances; Administration of Chapter)
 - Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
 - Minn. Stat. § 152.23 (Limitations; Medical Cannabis))
 - Minn. Stat. § 299A.33 (DARE Program)
 - Minn. Stat. § 466.07, subd. 1 (Indemnification Required)
 - Minn. Stat. § 609.101, subd. 3(e) (Controlled Substance Offenses; Minimum Fines)
 - 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
 - 20 U.S.C. §§ 7101-7165 (Student Support and Academic Enrichment Grants)
 - 20 U.S.C. § 5812 (National Education Goals)
 - 20 U.S.C. § 7175 (Local Activities)
 - 41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
 - 34 C.F.R. Part 84 (Government-wide Requirements for Drug-Free Workplace)

 - Cross References:**
 - Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 - Burnsville-Eagan-Savage School District Policy 416 (Drug, ~~and Alcohol,~~ and Cannabis-Testing)
 - Burnsville-Eagan-Savage School District Policy 418 (Drug-Free Workplace/Drug Free School)
 - Burnsville-Eagan-Savage School District Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
 - Burnsville-Eagan-Savage School District Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
 - Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)

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

Burnsville-Eagan-Savage School District Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)

Adopted: 12/03 *Burnsville-Eagan-Savage School District Policy 709*
 Reviewed: PRC 11/18/2509/25/2025
 Revised: 10/09/2025
 Rescinds: EEAC

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. 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 ~~Paragraphs 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 ~~Paragraph 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~~ Subparagraph 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~~ Subparagraph 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 ~~P~~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-Paragraph 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 ~~a disability 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 ~~a disability 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 and Cannabis 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: 4/14/2016

Burnsville-Eagan-Savage School District Policy 712

Reviewed: ~~PRC 11/18/25~~ 2/9/2023

Revised: 2/27/2023

Rescinds:

712 VIDEO ~~RECORDINGS SURVEILLANCE~~ OTHER THAN ON BUSES

I. PURPOSE

Maintaining the health, welfare, and safety of students, staff, and visitors while on school district property and the protection of school district property are important functions of the school district. The behavior of individuals who come on to school property is a significant factor in maintaining order and discipline and protecting students, staff, visitors, and school district property. The school board recognizes the value of video/~~electronic surveillance recording~~ systems in monitoring activity on school property in furtherance of protecting the health, welfare, and safety of students, staff, visitors, and school district property.

II. GENERAL STATEMENT OF POLICY

A. Placement

1. School district buildings and grounds may be equipped with video cameras.
2. Video ~~recording surveillance~~ may occur in any school district building or on any school district property.
3. Video ~~recording surveillance~~ will normally not be used in bathrooms or locker rooms, although these areas may be monitored placed under surveillance by individuals of the same sex as the occupants of the bathrooms or locker rooms. ~~Video surveillance in bathrooms or locker rooms will only be utilized in extreme situations, with extraordinary controls, and only as expressly approved by the superintendent.~~

B. Use of Video Recordings

1. Video recordings will be viewed by authorized school district personnel on a random basis and/or when problems have been brought to the attention of the school district.
2. A video recording of the actions of students and/or employees may be used by the school district as evidence in any disciplinary action brought against any student or employee arising out of the student's or employee's conduct in school district buildings or on school grounds.
3. A video recording will be released only in conformance with the Minnesota

Government Data Practices Act, Minnesota Statutes Chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Code section 1232g, and the rules and/or regulations promulgated thereunder.

C. Security and Maintenance

1. The school district shall establish appropriate security safeguards to ensure that video recordings are maintained and stored in conformance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Code section 1232g, and the rules and/or regulations promulgated thereunder.
2. The school district shall ensure that video recordings are retained in accordance with the school district's records retention schedule.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
~~Minn. Stat. § 121A.585 (Notice of Recording Device)~~
 Minn. Stat. § 138.17 (Government Records; Administration)
 Minn. Stat. § 609.746 (Interference with Privacy)
 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
 34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)

Cross References: Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 Burnsville-Eagan-Savage School District Policy 406 (Public and Private Personnel Data)
 Burnsville-Eagan-Savage School District Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
 Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
 Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)
 Burnsville-Eagan-Savage School District Policy 709 (Student Transportation Safety Policy)
 Burnsville-Eagan-Savage School District Policy 711 (Video Recording on School Buses)

Resources [U.S. Department of Education: FAQs on Photos and Videos under FERPA \(Accessed 10/12/25\)](#)

Adopted: 1/10/2019

Burnsville-Eagan-Savage School District Policy 722

Reviewed: ~~10/10/2024~~ PRC 11/18/25

Revised: 8/24/2023

Rescinds

722 PUBLIC DATA REQUESTS

I. PURPOSE

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

II. GENERAL STATEMENT OF POLICY

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (MGDPA), and Minnesota Rules Parts 1205.0100-1205.2000 in responding to requests for public data.

III. DEFINITIONS

A. Confidential Data on Individuals

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

B. Data on Individuals

All government data in which an individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance officer.

D. Government Data

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

E. Individual

“Individual” means a natural person. In the case of a minor or an incapacitated person as defined in the Minnesota Statutes section 524.5-102, subdivision 6, “individual” includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

F. Inspection

“Inspection” means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public’s own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a.) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of the data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

“Public data” means all government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute,

temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes sections 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

N. Responsible Authority

“Responsible authority” means the individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

O. Summary Data

“Summary data” means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

IV. REQUESTS FOR PUBLIC DATA

A. All requests for public data must be made in writing directed to the responsible authority.

1. A request for public data must include the following information:

- a. Date the request is made;
- b. A clear description of the data requested;
- c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
- d. Method to contact the requestor (such as phone number, address, or email address).

2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.
 3. The identity of the requestor is public, if provided, but cannot be required by the government entity.
 4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- B. The responsible authority will respond to a data request at reasonable times and places as follows:
1. The responsible authority will notify the requestor in writing as follows:
 - a. The requested data does not exist; or
 - b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or
 - (1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.
 - (2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.
 - c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.

2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.
3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.
4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.
5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

C. If the school district notifies the requesting person that responsive data or copies are available for inspection or collection, and the requesting person does not inspect the data or collect the copies within five business days of the notification, the school district may suspend any further response to the request until the requesting person inspects the data that has been made available, or collects and pays for the copies that have been produced.

V. REQUEST FOR SUMMARY DATA

- A. A request for the preparation of summary data shall be made in writing directed to the responsible authority at Diamondhead Education Center, 200 West Burnsville Parkway, Burnsville, MN, 55337.
 1. A request for the preparation of summary data must include the following information:
 - a. Date the request is made;
 - b. A clear description of the data requested;
 - c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
 - d. Method to contact requestor (phone number, address, or email address).

- B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:
1. The estimated costs of preparing the summary data, if any; and
 2. The summary data requested; or
 3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or
 4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.
- C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

VI. DATA BY AN INDIVIDUAL DATA SUBJECT

- A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.
- B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.
- C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.
- D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six (6) months

thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.

- E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.
- F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten (10) days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.
- G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.
- H. The determination of the responsible authority may be appealed by a data subject pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the Commissioner of the Minnesota Department of Administration ("Commissioner") shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes, chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the Commissioner may refer the matter to mediation. Following these efforts, the Commissioner shall dismiss the appeal or issue the order and notice of hearing.
- I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.
- J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the Commissioner's of administration's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a

summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA

- A. All requests for individual subject data must be made in writing directed to the responsible authority.
- B. A request for individual subject data must include the following information:
 - 1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;
 - 2. Date the request is made;
 - 3. A clear description of the data requested;
 - 4. Proof that the individual is the data subject or the data subject's parent or guardian;
 - 5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
 - 6. Method to contact the requestor (such as phone number, address, or email address).
- C. The identity of the requestor of private data is private.
- D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

VIII. COSTS

- A. Public Data
 - 1. The school district will charge for copies or an electronic data file provided as follows:
 - a. One hundred (100) or fewer pages of black and white, letter or legal sized paper copies will be charged at twenty-five (25)

cents for a one-sided copy or fifty (50) cents for a two-sided copy.

- b. More than one hundred (100) pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.

(1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).

(2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.

- c. One-thousand (1,000) or fewer lines of electronic data will be charged at \$30.00. Each additional five hundred (500) lines of data will be charged at \$5.00.

2. All charges must be paid for in cash in advance of receiving the copies.

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.
2. The school district may assess costs associated with the preparation of summary data as follows:
 - a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;
 - b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section VIII.A of this policy that apply to requests for data by the public.

2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

IX. Annual Review and Posting

- A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.
- B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

Data Practices Contacts

Responsible Authority:

Executive Director of Administrative Services
200 W Burnsville Parkway, Burnsville, MN 55337
952-707-2000

Data Practices Compliance Official:

Executive Director of Administrative Services
200 W Burnsville Parkway, Burnsville, MN 55337
952-707-2000

Data Practices Designee(s):

Executive Director of Administrative Services
 200 W Burnsville Parkway, Burnsville, MN 55337
 952-707-2000

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Stat. § 13.01 (Government Data)
 Minn. Stat. § 13.02 (Definitions)
 Minn. Stat. § 13.025 (Government Entity Obligation)
 Minn. Stat. § 13.03 (Access to Government Data)
 Minn. Stat. § 13.04 (Rights of Subjects to Data)
 Minn. Stat. § 13.05 (Duties of Responsible Authority)
 Minn. Stat. § 13.32 (Educational Data)
 Minn. Rules Part 1205.0300 (Access to Public Data)
 Minn. Rules Part 1205.0400 (Access to Private Data)

Cross References: Burnsville-Eagan-Savage School District Policy 406 (Public and Private Personnel Data)
 Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)

Resources: [MN Department of Administration: Actual Cost](#)
[MN Department of Administration: Copy Costs](#)
[MN Department of Administration: Education Data](#)

Adopted: 4/2001

Burnsville-Eagan-Savage School District Policy 410

Reviewed: ~~PRC 11/18/2510/10/2024~~

Revised: 11/17/2022

Rescinds: GBEAC

410 FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. “Covered active duty” means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 United States Code section 101(a)(13)(B).

B. “Covered service member” means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

- C. “Eligible employee” means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling their Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee’s pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless: (1) the break is occasioned by the employee’s fulfillment of their USERRA-covered service obligation; or (2) a written agreement, including a collective bargaining agreement, exists concerning the school district’s intention to rehire the employee after the break in service.
- D. “Military caregiver leave” means leave taken to care for a covered servicemember with a serious injury or illness.
- E. “Next of kin of a covered servicemember” means the nearest blood relative other than the covered servicemember’s spouse, parent, child, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as their nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin.
- F. “Outpatient status” means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
1. a military medical treatment facility as an outpatient; or
 2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- G. “Qualifying exigency” means a situation where the eligible employee seeks leave for one or more of the following reasons:

1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
 2. to attend military events and related activities of a covered military member;
 3. to address issues related to childcare and school activities of a covered military member's child;
 4. to address financial and legal arrangements for a covered military member;
 5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or their child;
 6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
 7. to attend post-deployment activities related to a covered military member;
 8. to address care needs of a covered military member's parent who is incapable of self-care; and
 9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
1. inpatient care in a hospital, hospice, or residential medical care facility; or
 2. continuing treatment by a health care provider.
- I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- J. "Veteran" has the meaning given in 38 United States Code section section 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee's child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee's spouse, child, or parent with a serious health condition;
 - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
 - e. any qualifying exigency arising from the employee's spouse, child, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.
2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.
3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
 - a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

- b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:
- (i) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
 - (ii) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - (iii) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - (iv) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.
7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis,

based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, child, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely

contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.

13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

The school district shall comply with written notice requirements as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed to by the school district. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the school district so that the total leave does not exceed 12 weeks, unless agreed to by the school district, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the school district. An employee who plans to take leave under this section must give the employer reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, child, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.

- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the work days in the leave period may be required to:
1. take leave for the entire period or periods of the planned medical treatment; or
 2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
 2. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
 3. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, school district may require the employee to continue taking leave until the end of the semester.
 4. If the school district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

VI. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.
- C. Intermittent leave shall be awarded in 8-hour increments or the maximum hours in a daily shift.

VII. DISSEMINATION OF POLICY

- A. A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employment.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. §§ 181.940-181.944 (Parenting Leave and Accommodations)
 10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)
 29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
 38 U.S.C. § 101 (Definitions)
 29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross References:

5. Approve, on a Second Reading Basis, Changes to Policies: 515:
Protection and Privacy of Public Records, 519: *Interview of Students by
Outside Agencies* and 306: *Administrator Code of Ethics*

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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 V.A.5.
January 8, 2026**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Dr. Chris Bellmont, assistant superintendent

Date: January 8, 2026

Re: Approve, on a Second Reading Basis, Changes to Policies 515: *Protection and Privacy of Public Records*, 519: *Interview of Students by Outside Agencies* and 306: *Administrator Code of Ethics*

Recommendation: That the Board of Education approve, on a second reading basis, changes to policies 515: *Protection and Privacy of Public Records*, 519: *Interview of Students by Outside Agencies* and 306: *Administrator Code of Ethics*

Notes:

The following policies were reviewed during the November 18, 2025 Policy Review Committee and passed approval, on a first reading basis, at the December 11, 2025 regular meeting of the Board of Education.

Below is a summary of changes:

- 515 – Update to definition of “directory” information
- 519 – Minnesota School Board Association (MSBA) recommended update: Add a phrase from Minn. Stat. 260E.22, Subd. 2
- 306 – MSBA recommended update: Inserts Minnesota’s Code of Ethics for School Administrators and removes NAESP statement 1100.2 Statement of Ethics

Adopted: 1/86
 Reviewed: ~~PRC 11/18/2508/28/25~~
 Revised: 09/11/25
 Rescinds: JO

Burnsville-Eagan-Savage School District Policy 515

515 PROTECTION AND PRIVACY OF STUDENT RECORDS

I. PURPOSE

The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of student records and the protection of the privacy rights of students as provided in federal law and state statutes.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 United States Code section 1232g, et seq., (Family Educational Rights and Privacy Act (FERPA)) 34 Code of Federal Regulations Part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, and Minnesota Rules Parts 1205.0100-1205.2000.

III. DEFINITIONS

A. Authorized Representative

“Authorized representative” means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

B. Biometric Record

“Biometric record,” as referred to in “Personally Identifiable,” means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual (e.g., fingerprints, retina and iris patterns, voice prints, DNA sequence, facial characteristics, and handwriting).

C. Dates of Attendance

“Dates of attendance,” as referred to in “Directory Information,” means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence,

videoconference, satellite, internet or other electronic information and telecommunications technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

D. Directory Information

1. ~~Under federal law,~~ "Directory information," means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes, ~~but is not limited to:~~ the student's name; ~~address; telephone listing; electronic mail address;~~ photograph; ~~electronic image, film or video;~~ ~~date and place of birth;~~ major field of study; dates of attendance; grade level; enrollment status (i.e. full-time or part-time); participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors, and awards received and the most recent educational agency or institution attended. Data concerning parents is private data on individuals but may be treated as directory information if the same procedures that are used by a school district to designate student data as directory information are followed. ~~It also includes the name, address, and telephone number of the student's parent(s).~~ Directory information does not include:

- a. a student's social security number;
- b. a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;
- c. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;
- d. personally, identifiable data which references religion, race, color, social position, or nationality; or
- e. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.

2. ~~Under Minnesota law, a school district may not designate a student's home~~

~~address, telephone number, email address, or other personal contact information as “directory information.” Minnesota law prohibits schools from designating student contact information as “directory information” despite the FERPA definition. Minnesota schools should comply with Minnesota law and should not include student contact information in their definition of “directory information.”~~

E. Education Records

1. What constitutes “education records.” Education records means those records that are: (1) directly related to a student; and (2) are maintained by the school district or by a party acting for the school district.
2. What does not constitute education records. The term, “education records,” does not include:
 - a. Records of instructional personnel that are:
 - (1) kept in the sole possession of the maker of the record;
 - (2) used only as a personal memory aid;
 - (3) not accessible or revealed to any other individual except a temporary substitute teacher; and
 - (4) destroyed at the end of the school year.
 - b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:
 - (1) maintained separately from education records;
 - (2) maintained solely for law enforcement purposes; and
 - (3) disclosed only to law enforcement officials of the same jurisdiction.
 - c. Records relating to an individual, including a student, who is employed by the school district which:
 - (1) are made and maintained in the normal course of business;
 - (2) relate exclusively to the individual in that individual’s capacity as an employee; and
 - (3) are not available for use for any other purpose.

However, records relating to an individual in attendance at the school district who is employed as a result of their status as a student are education records.

- d. Records relating to an eligible student, or a student attending an institution of post-secondary education, that are:
 - (1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in their professional or paraprofessional capacity or assisting in that capacity;
 - (2) made, maintained, or used only in connection with the provision of treatment to the student; and
 - (3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.
- e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.
- f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

"Education support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes, section 13.46.

Unless otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes, section 13.05 or a court order.

G. Eligible Student

“Eligible student” means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

H. Juvenile Justice System

“Juvenile justice system” includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

I. Legitimate Educational Interest

“Legitimate educational interest” includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person’s need to know in order to:

1. Perform an administrative task required in the school or employee’s contract or position description approved by the school board;
2. Perform a supervisory or instructional task directly related to the student’s education;
3. Perform a service or benefit for the student or the student’s family such as health care, counseling, student job placement, or student financial aid, or
4. Perform a task directly related to responding to a request for data.

J. Parent

“Parent” means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

K. Personally Identifiable

“Personally identifiable” means that the data or information includes, but is not limited to: (a) a student’s name; (b) the name of the student’s parent or other family member; (c) the address of the student or student’s family; (d) a personal identifier such as the student’s social security number or student number or biometric record; (e) other indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education

record relates.

L. Record

“Record” means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

M. Responsible Authority

“Responsible authority” means the superintendent of schools or designee.

N. Student

“Student” includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. Student also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services from the school district.

O. School Official

“School official” includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of their performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of their performance as an employee or contractor.

P. Summary Data

“Summary data” means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.

Q. Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

IV. GENERAL CLASSIFICATION

State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district

which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;
2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;
4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;
6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the location set forth in Section XXI. of this policy.

B. Eligible Students

All rights and protections given to parents under this policy transfer to the student when they reach eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in Code of Federal Regulations section 99.31(a).

C. Students with Disabilities

The school district shall follow 34 Code of Federal Regulations sections 300.610-300.617 with regard to the privacy, notice, access, record keeping and accuracy of information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
 - a. a specification of the records to be disclosed;
 - b. the purpose or purposes of the disclosure;
 - c. the party or class of parties to whom the disclosure may be made;
 - d. the consequences of giving informed consent; and
 - e. if appropriate, a termination date for the consent.
3. When a disclosure is made under this subdivision:
 - a. if the parent or eligible student so requests, the school district shall provide them with a copy of the records disclosed; and
 - b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.
4. A signed and dated written consent may include a record and signature in electronic form that:
 - a. identifies and authenticates a particular person as the source of the electronic consent; and
 - b. indicates such person's approval of the information contained in the electronic consent.
5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an

insurer, informed consent shall not be deemed to have been given unless the statement is:

- a. in plain language;
- b. dated;
- c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
- d. specific as to the nature of the information the subject is authorizing to be disclosed;
- e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
- f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and
- g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minnesota Statutes, Chapter 256B or Minnesota Care under Minnesota Statutes, Chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Section V. of this policy.

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;
2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:
 - a. performs an institutional service or function for which the school district would otherwise use employees;
 - b. is under the direct control of the school district with respect to the use and maintenance of education records; and
 - c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made,
3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code section 7917, Burnsville-Eagan-Savage School District Policy 529 and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes, section 260B.171, unless the data are required to be destroyed under Minnesota Statutes, section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;
4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or their representative, subject to the conditions relative to such disclosure provided under federal law;
5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
 - a. determine eligibility for the aid;

- b. determine the amount of the aid;
- c. determine conditions for the aid; or
- d. enforce the terms and conditions of the aid.

“Financial aid” for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual’s attendance at an educational agency or institution;

- 6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
 - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system’s ability to effectively serve the student whose records are released; or
 - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system’s ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student’s full name, home address, telephone number, and date of birth; a student’s school schedule, attendance record, and photographs, if any; and parents’ names, home addresses, and telephone numbers.
- 7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not

permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, “organizations,” includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 United States Code section 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student’s education records that are relevant for the school district to defend itself;
11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there

is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
13. Information the school district has designated as “directory information” pursuant to Section VII. of this policy;
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;
15. To the parent of a student who is not an eligible student or to the student themselves;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
 - a. the following information about a student must be disclosed: a student’s full name; home address; telephone number; date of birth; a student’s school schedule, daily attendance record, and photographs, if any; and any parents’ names, home addresses, and

telephone numbers;

- b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file;

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes, section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The

information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota Statutes, section 260B.171, subdivision 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action;

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally

identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements. or

22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code section 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.
23. When requested, and in accordance with requirements for parental consent in 34 Code of Federal Regulations, section 300.622(b)(2), and part 99, educational agencies or institutions may share personal student contact information and directory information for students served in special education with postsecondary transition planning and services under Minnesota Statutes, section 125A.08, paragraph (b), clause (1), whether public or private, with the Minnesota Department of Employment and Economic Development, as required for coordination of services to students with disabilities under Minnesota Statutes, sections 125A.08, paragraph (b), clause (1); 125A.023; and 125A.027.

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;
2. Pursuant to a statute specifically authorizing access to the private data; or
3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

VII. RELEASE OF DIRECTORY INFORMATION

A. Educational Data

1. Educational data designated as directory information is public data on individuals to the extent required under federal law. Directory information must be designated pursuant to the provisions of:
 - a. Minnesota Statutes, section 13.32, subdivision 5; and
 - b. 20 United States Code, section 1232g, and 34 Code of Federal Regulations, section 99.37, which were in effect on January 3, 2012.
2. The school district may not designate a student's home address, telephone number, email address, or other personal contact information as directory information under Minnesota Statutes, section 13.32.
3. A parent's personal contact information must be treated as private data on individuals regardless of whether that contact information was previously designated as or treated as directory information under Minnesota Statutes, section 13.32, subdivision 2.
4. When requested, the school district must share personal contact information and directory information, whether public or private, with the Minnesota Department of Education, as required for federal reporting purposes.

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain information about an individual obtained after they are no longer a student at the school district and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

C. Present Students and Parents

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein.

The school district may disclose directory information from the education records

of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein.

1. When conducting the directory information designation and notice process required by federal law, the school district shall give parents and students notice of the right to refuse to let the district designate specified data about the student as directory information.
2. The school district shall give annual notice by any means that are reasonably likely to inform the parents and eligible students of:
 - a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
 - b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and
 - c. the period of time in which a parent or eligible student has to notify the school district in writing that they do not want any or all of those types of information about the student and/or the parent designated as directory information.
3. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI. of this policy.
4. A parent or eligible student may not opt out of the directory information disclosures to:
 - a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or
 - b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.
5. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data

elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate;
2. Home address;
3. School presently attended by student;
4. Parent's legal relationship to student, if applicable; and
5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Section VI. of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases, state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the

responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:

- a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
- b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
- c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
- d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and
- e. whether the data concerns medical, dental or other health services provided pursuant to Minnesota Statutes, sections 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes, Chapter 260E, written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes, Chapter 260E.

Regardless of whether a written report is made under Minnesota Statutes, Chapter 260E., 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 occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or that are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
2. A complainant has access to a statement they provided to the school district.
3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes, section 13.393.
4. Once a civil investigation becomes inactive, civil investigative data

becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:

- a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;
 - b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
 - c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.
5. A “pending civil legal action” for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student’s parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, section 121A.40, *et seq.*

XI. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS

- A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of

the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

- B. Data released to military recruiting officers under this provision:
1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military;
 2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces. And
 3. copying fees shall not be imposed.
- C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority, the superintendent of schools or designee in writing by September 15 each year. The written request must include the following information:
1. Name of student and parent, as appropriate;
 2. Home address;
 3. Student's grade level;
 4. School presently attended by student;
 5. Parent's legal relationship to student, if applicable;
 6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
 7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.
- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.

- E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure Not Prohibited

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:
 - a. The disclosures meet the requirements of Section VI. of this policy; and
 - b. The school district has complied with the record-keeping requirements of Section XIII. of this policy.
2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code section 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 Code of Federal Regulations section 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in section 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record Security

The principal of each school, subject to the supervision and control of the responsible authority, shall be the records manager of the school and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

The building principal shall submit to the responsible authority a written plan for securing student records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;
2. Titles and addresses of person(s) responsible for the security of student records;
3. Location of student records, by category, in the buildings;

4. Means of securing student records; and

5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this section for compliance with the law, this policy, and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record with the education records of the student that indicates:

- a. the parties who have requested or received personally identifiable information from the education records of the student;
- b. the legitimate interests these parties had in requesting or obtaining the information; and
- c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.

2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:

- a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
- b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
- c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 Code of Federal Regulations section 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures

from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code section 2332b(g)(5)(B) or an act of domestic or international terrorism.
4. The record of requests of disclosures may be inspected by:
 - a. the parent of the student or the eligible student;
 - b. the school official or their assistants who are responsible for the custody of the records; and
 - c. the parties authorized by law to audit the record-keeping procedures of the school district.
5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:
 - a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and
 - b. the parties to whom the school district disclosed the information.
6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

- A. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

The school district shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Section VIII. of this policy.

B. Response to Request for Access

The school district shall respond to any request pursuant to Subdivision A. of this section immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under Subdivision A. of this section includes:

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and
2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.
3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records they wish to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:
 - a. the cost of materials, including paper, used to provide the copies;
 - b. the cost of the labor required to prepare the copies;
 - c. any schedule of standard copying charges established by the school district in its normal course of operations;
 - d. any special costs necessary to produce such copies from machine based record-keeping systems, including but not limited to computers and microfilm systems; and
 - e. mailing costs.
2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.
3. The cost of providing copies shall be borne by the parent or eligible student.
4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the school district amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.
2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.
3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

B. Right to a Hearing

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C. of this section.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.
2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why they disagree with the decision of the school district, or both.
3. Any statement placed in the education records of the student under Subdivision B. of this section shall:

- a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and
- b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

- 1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.
- 2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.
- 3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of their choice at their own expense, including an attorney.
- 4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minnesota Statutes, Chapter 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
- B. Data practices compliance official means superintendent of schools or designee.
- C. Any request by an individual with a disability for reasonable modifications of the

school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the U.S. Department of Education, Student Privacy Policy Office, 400 Maryland Avenue S.W., Washington, D.C. 20202-8520.

B. Content of Complaint

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

XVIII. WAIVER

A parent or eligible student may waive any of their rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school

district to comply with the requirements of FERPA and the rules promulgated thereunder;

5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and
6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

B. Notification to Parents of Students Having a Primary Home Language Other Than English

The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

C. Notification to Parents or Eligible Students Who are Disabled

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

XX. DESTRUCTION AND RETENTION OF RECORDS

Destruction and retention of records by the school district shall be controlled by state and federal law.

XXI. COPIES OF POLICY

Copies of this policy may be obtained by parents and eligible students online at the district's website or at the superintendent's office.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Stat. § 13.32, Subd. 5 (Directory Information)
 Minn. Stat. § 13.393 (Attorneys)
 Minn. Stat. Ch. 14 (Administrative Procedures Act)
 Minn. Stat. § 120A.22 (Compulsory Instruction)
 Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
 Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
 Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
 Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
 Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
 Minn. Stat. Ch. 256L (MinnesotaCare)

Minn. Stat. § 260B.171, Subds. 3 and 5 (Records)
 Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
 Minn. Stat. § 363A.42 (Public Records; Accessibility)
 Minn. Stat. § 480.40 (Personal Information, Dissemination) Minn. Rules
 Parts 1205.0100-1205.2000 (Data Practices)
 10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns;
 Compilation of Directory Information)
 18 U.S.C. § 2331 (Definitions)
 18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
 20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
 20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
 20 U.S.C. § 7908 (Armed Forces Recruiting Information)
 20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
 25 U.S.C. § 5304 (Definitions – Tribal Organization)
 26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
 42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
 42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
 34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
 34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
 42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273 (2002)
 Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

Cross References: Burnsville-Eagan-Savage School District Policy 414 (Mandated Reporting
 of Child Neglect or Physical or Sexual Abuse)
 Burnsville-Eagan-Savage School District Policy 417 (Chemical Use and
 Abuse)
 Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
 Burnsville-Eagan-Savage School District Policy 519 (Interviews of
 Students by Outside Agencies)
 Burnsville-Eagan-Savage School District Policy 520 (Student Surveys)
 Burnsville-Eagan-Savage School District Policy 711 (Video Recording on
 School Buses)
 Burnsville-Eagan-Savage School District Policy 722 (Public Data
 Requests)
 Burnsville-Eagan-Savage School District Policy 906 (Community
 Notification of Predatory Offenders)
 MSBA School Law Bulletin “I” (School Records – Privacy – Access to
 Data)

Adopted: 2/1996
 Reviewed: PRC 11/18/253/27/2025
 Revised: 4/10/2025
 Rescinds: JIH

Burnsville-Eagan-Savage School District Policy 519

519 INTERVIEWS OF STUDENTS BY OUTSIDE AGENCIES

I. PURPOSE

There are occasions in which persons other than school district officials and employees find it necessary to speak with a student during the school day. Student safety and disruption of the educational program is of concern to the school district. The purpose of this policy is to establish the procedures for access to students by authorized individuals during the school day.

II. GENERAL STATEMENT OF POLICY

- A. Generally, students may not be interviewed during the school day by persons other than a student's parents, school district officials, employees and/or agents, except as otherwise provided by law and/or this policy.
- B. Requests from law enforcement officers and those other than a student's parents, school district officials, employees and/or agents to interview students shall be made through the principal's office. Upon receiving a request, the principal shall be responsible for determining whether the request will be granted. Prior to granting a request, the principal shall attempt to contact the student's parents to inform them of the request, except where otherwise prohibited by law.

III. INTERVIEWS CONDUCTED UNDER THE MALTREATMENT OF MINORS ACT

- A. In the case of an investigation pursuant to the Report of Maltreatment of Minors Act, Minnesota Statutes Chapter 260E, a local welfare agency, the agency responsible for investigating the report, and a local law enforcement agency may interview, without parental consent, an alleged victim and any minors who currently reside with or who have resided with the alleged perpetrator. The interview may take place at school and during school hours or at any facility or other place where the alleged victim or other children might be found or the child may be transported to, and the interview may be conducted at a place appropriate for the interview of a child designated by the local welfare agency or law enforcement agency. –School district officials will work with the local welfare agency, the agency responsible for investigating the report, or law enforcement agency to select a place appropriate for the interview. When it is possible and the report alleges substantial child endangerment or sexual abuse, the interview may take place outside the presence of the alleged offender and may take place prior to any interviews of the alleged offender.

- B. If the interview took place or is to take place on school district property, an order of the juvenile court pursuant to Minnesota Statutes Chapter 260E may specify that school district officials may not disclose to the parent, legal custodian, or guardian the contents of the notification of intent to interview the child on school district property and/or any other related information regarding the interview that may be a part of the child's record. The school district official must receive a copy of the order from the local welfare or law enforcement agency.
- C. When the local welfare agency, local law enforcement agency, or agency responsible for assessing or investigating a report of maltreatment determines that an interview should take place on school district property, school district officials must receive written notification of intent to interview the child on school district property ~~before 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 district property. ~~Where the~~ For an interviews ~~are~~ conducted by the local welfare agency, the notification ~~shall~~ must be signed by the chair of the local social services agency or the chair's designee. The notification is private educational data on the student. School district 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, unless a school employee or agent is alleged to have maltreated the child. Until school district officials receive said notification, all inquiries regarding the nature of the investigation or assessment should be directed to the local welfare or law enforcement agency or the agency responsible for assessing or investigating a report of maltreatment shall be solely responsible for any disclosure regarding the nature of the assessment or investigation.
- D. School district officials shall have discretion to reasonably schedule the time, place, and manner of an interview by a local welfare or local law enforcement agency on school district premises. However, where the alleged perpetrator is believed to be a school district official or employee, the local welfare or local law enforcement agency will have discretion to determine where the interview will be held. The interview must be conducted not more than ~~twenty-four~~ (24) hours after the receipt of the notification unless another time is considered necessary by agreement between the school district officials and the local welfare or law enforcement agency. However, school district officials must yield to the discretion of the local welfare or law enforcement agency concerning other persons in attendance at the interview. School district officials will make every effort to reduce the disruption to the educational program of the child, other students, or school staff when an interview is conducted on school district premises.
- E. Students shall not be taken from school district property without the consent of the principal and without proper warrant.

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)

Cross References: Burnsville-Eagan-Savage School District Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
Burnsville-Eagan-Savage School District Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
Burnsville-Eagan-Savage School District Policy 422 (Policies Incorporated by Reference)
Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)

Adopted: 5/28/2015

Burnsville-Eagan-Savage School District Policy 306

Reviewed: PRC 11/18/256/13/2024

Revised: 5/28/2015

Rescinds:

306 ADMINISTRATOR CODE OF ETHICS

I. PURPOSE

The purpose of this policy is to establish the requirements of the school board that administrators adhere to the standards of ethics and professional conduct in this policy and Minnesota law.

II. GENERAL STATEMENT OF POLICY

A. ~~An administrator's professional behavior must conform to an ethical code. The code must be idealistic and at the same time practical, so that it can apply reasonably to all administrators. The administrator acknowledges that the schools belong to the public they serve for the purpose of providing educational opportunities to all. However, the administrator assumes responsibility for providing professional leadership in the school and community. This responsibility requires the administrator to maintain standards of exemplary professional conduct. It must be recognized that the administrator's actions will be viewed and appraised by the community, professional associates, and students. To these ends, the administrator must subscribe to the following standards.~~

B. ~~The Administrator:~~

- ~~1. Makes the well-being of students the fundamental value of all decision-making and actions.~~
- ~~2. Fulfills professional responsibilities with honesty and integrity.~~
- ~~3. Supports the principle of due process and protects the civil and human rights of all individuals.~~
- ~~4. Obeys local, state, and national laws and does not knowingly join or support organizations that advocate, directly or indirectly, the overthrow of the government.~~
- ~~5. Implements the school board's policies.~~
- ~~6. Pursues appropriate measures to correct those laws, policies, and regulations that are not consistent with sound educational goals.~~

- ~~7. — Avoids using positions for personal gain through political, social, religious, economic, or other influence.~~
- ~~8. — Accepts academic degrees or professional certification only from duly accredited institutions.~~
- ~~9. — Maintains the standards and seeks to improve the effectiveness of the profession through research and continuing professional development.~~
- ~~10. — Honors all contracts until fulfillment, release, or dissolution is mutually agreed upon by all parties to the contract.~~
- ~~11. — Adheres to the Code of Ethics for School Administrators in Minnesota Rule.~~

The standards of professional conduct are as follows:

- A. A school administrator must provide professional educational services in a nondiscriminatory manner.
- B. A school administrator must take reasonable action to protect students and staff from conditions harmful to health and safety.
- C. A school administrator must take reasonable action to provide an atmosphere conducive to learning.
- D. A school administrator must not use professional relationships with students, parents and caregivers, staff, or colleagues to private advantage.
- E. A school administrator must disclose confidential information about individuals only when a compelling professional purpose is served in accordance with state and federal laws and school district policies.
- F. A school administrator must not knowingly falsify or misrepresent records or facts relating to the administrator's qualifications or to the qualifications of other staff or personnel.
- G. A school administrator must not knowingly make false or malicious statements about students, students' families, staff, or colleagues.
- H. A school administrator must not accept gratuities, gifts, or favors that impair professional judgment, nor offer any favor, service, or item of value to obtain special advantage.
- I. A school administrator must only accept a contract for a position when licensed for the position or when a school district is issued a variance by the board.
- J. A school administrator, in filling positions requiring licensure, must employ, recommend for employment, and assign only appropriately licensed personnel, or

persons for whom the school district has been issued a variance by the appropriate state board or agency, unless, after making reasonable efforts to obtain a variance, an appropriately licensed person cannot be assigned and the position must be filled to meet a legitimate emergency educational need.

K. A school administrator must not engage in conduct involving dishonesty, fraud, or misrepresentation in the performance of professional duties.

Legal References: Minn. Stat. § 122A.14, Subd. 4 (Code of Ethics)
Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)

Cross References:

6. Approve, on a Second Reading Basis, Changes to Regulation 602R:
Organization of the School Calendar

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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 V.A.6.
January 8, 2026**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Dr. Chris Bellmont, assistant superintendent

Date: January 8, 2026

Re: Approve, on a Second Reading Basis, Changes to Regulation 602R:
Organization of the School Calendar

Recommendation: That the Board of Education approve, on a second reading basis, changes to Regulation 602R: *Organization of the School Calendar*.

Notes:

Regulation 602R was reviewed during the November 18, 2025 Policy Review Committee and passed approval, on a first reading basis, at the December 11, 2025 regular meeting of the Board of Education.

Below is a summary of changes:

- Removing outdated date references
- Updating preferences

Adopted: 3/11/2021
 Reviewed: PRC 11/18/2025
 Revised:
 Rescinds:

Burnsville-Eagan-Savage School District Regulation 602

602R ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY

I. STATEMENT OF PURPOSE

Burnsville-Eagan-Savage Policy 602 Organization of School Calendar and School day states, “The school calendar and schedule of the school day are important to parents, students, employees, and the general public for advance, effective planning of the school year.” The purpose of this document is to outline the procedures for developing the school calendar in accordance with Policy 602. As also noted in policy, “The calendar shall meet all provisions of Minnesota statutes pertaining to the minimum number of minutes and other provisions of law. The school calendar shall establish student days, workshop days for staff, provide for emergency closings and other information related to students, staff, and parents.”

It is the responsibility of the ISD 191 assistant superintendent to facilitate the process of developing the recommended school calendars to present to the School Board for consideration and approval.

II. PROCEDURES

A. Establish Calendar Parameters

Parameters are considered items that must be done per written expectations in policy, law or collective bargaining agreements. The calendar development process must be mindful to review possible changes in parameters by reviewing updates in District Policy and/or Minnesota law and by consulting with the Director of Human Resources about potential changes impacting employee contracts.

1. Parameters ~~as of Winter 2020~~:

- Teacher Work days
 - 184 Teacher work days
 - 187 Days for new teachers
 - Three (3) additional days prior to workshop
 - Four workshop days prior to first day
 - One end-of-year professional day after the last student day
- 170 Student days (Policy 602)
- Five non-student days for professional development and preparation
 - One must be after first semester
 - One must be placed in preparation for fall conferences
 - One must be placed in preparation for spring conferences
- Non Student Days (Policy 602)

- Labor Day
- Two days in October during the annual convention for Education Minnesota
- Thanksgiving and the Friday after Thanksgiving
- Martin Luther King, Jr., Day
- Memorial Day
- A winter break of at least seven days (excluding weekends)
- Must start after Labor Day (Minnesota Statute 120A.40)
- Kindergarten through Grade 12 (K-12) conference days scheduled for fall and spring

B. Establish Calendar Preferences

Calendar preferences, usually based on past practice, are items considered preferential in the calendars. Preferences are not formally required. Deviation from preferences should be noted when calendars are presented for approval so as to inform the Board and public and explain why.

Preferences ~~as of Winter 2020~~:

- Balance semesters with slightly longer second semester for spring standardized testing
- Non-student days as K-12
- Avoid student day on November general election day
- Schedule around days with predictably low attendance
- Graduation on Friday (last student day on Thursday)

C. Calendar Development Process

The school calendar can have a significant logistical and cultural impact on ISD 191 students, employees and families. As a result, the development process should include opportunities for various groups to offer feedback. While not all ideas and suggestions are possible, the opportunity to give input from various stakeholders is beneficial to all involved.

1. Development of Initial Drafts

- Meet with Superintendent's Executive Leadership Team (ELT)
 - Review parameters and preferences (noted above)
 - Review timeline for establishing options
- Meet with Systems Improvement and Student Achievement (SISA) Directors
 - Review assessment calendar
 - Review general placement of professional development days
- Draft calendar options with support from Burnsville Education Association (BEA) president
 - Review parameters and preferences
 - Review timeline for drafting options
- Share drafts with ELT and SISA team
 - Review initial calendar options and drafts to allow feedback

- Update drafts with BEA president as appropriate, return to ELT as needed

2. Stakeholder Feedback Loop

- Share with cultural liaisons for feedback
 - Meet with cultural liaisons to allow discussion and feedback (facilitation of meeting can occur with support from SISA Directors)
 - Allow time for cultural liaisons to review and offer feedback and collect feedback by specified deadline
 - Update drafts as needed
- Share draft calendar option(s) with bargaining unit representatives for feedback (list of representatives acquired from Director of Human Resources)
 - Share draft calendars with bargaining unit leadership (meeting and/or shared google doc for feedback)
 - Allow time for group leads to review and offer feedback and collect feedback by specified deadline
 - Update drafts as needed
- Share with principal leadership
 - Share drafts with principal leadership for feedback
 - Update drafts if needed

Note: The feedback loop should begin again when a calendar draft is changed so each group has an opportunity to offer perspectives on subsequent drafts. For example, if principal feedback results in a change after the cultural liaisons have already reviewed, the new draft should be shared with the cultural liaisons to give feedback on the impact of changes.

3. Confirm Proposed Calendar Drafts with ELT

- Share final drafts with ELT for review
- Highlight changes made during feedback process
- Confirm final counts on parameters (student days, staff days)
- Confirm rationale for preferences

D. Present Proposed Calendar(s) to School Board

By policy 602, the school calendar is presented to and approved by the ISD 191 School Board for the following school year no later than November of each year. Past and current practice has been to present the Board with calendars covering two school years at a time well in advance of this deadline.

7. Approve, on a Second Reading Basis, Changes to Policies: 513:
Student Promotion, Retention and Program Design and 606: *Textbooks,
Instructional Resources, and Library Materials*

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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 V.A.7.
January 8, 2026**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Imina Oftedahl, director of curriculum, instruction and assessment

Date: January 8, 2026

Re: Approve, on a Second Reading Basis, Changes to Policies 513: *Student Promotion, Retention and Program Design* and 606: *Textbooks, Instructional Resources, and Library Materials*

Recommendation: That the Board of Education approve, on a second reading basis, changes to policies 513: *Student Promotion, Retention and Program Design* and 606: *Textbooks, Instructional Resources, and Library Materials*.

Notes:

The following policies were reviewed during the November 18, 2025 Policy Review Committee and passed approval, on a first reading basis, at the December 11, 2025 regular meeting of the Board of Education.

Below is a summary of changes:

- 513 – Minnesota School Board Association (MSBA) recommended update: update to references
- 606 – MSBA recommended update: adds Art. V paragraph D which quotes 20 USC 1232h(a)

Adopted: 2/08

Burnsville-Eagan-Savage School District Policy 513

Reviewed: ~~PRC 11/18/259/12/2024~~

Revised: 9/12/2024

Rescinds: IKE, JECA

513 STUDENT PROMOTION, RETENTION AND PROGRAM DESIGN

a. PURPOSE

The purpose of this policy is to provide guidance to professional staff, parents and students regarding student promotion, retention, acceleration, program design and grade placement.

b. GENERAL STATEMENT OF POLICY

The school board expects all students to achieve at an acceptable level of proficiency. Parental assistance, tutorial and remedial programs, counseling and other appropriate services shall be coordinated and utilized to the greatest extent possible to help students succeed in school.

A. Promotion

Students who achieve at levels deemed acceptable by local and state standards shall be promoted to the next grade level at the completion of each school year.

B. Retention

Retention of a student may be considered when professional staff and/or parents have evidence that it is in the best interest of the student. Physical development, maturity, and emotional factors shall be considered as well as scholastic achievement. The superintendent's decision shall be final.

C. Program Design

1. The superintendent and/or designees, with participation of the professional staff and parents, shall develop and implement programs and services to challenge students that are consistent with the needs of students at every level. A process to assess and evaluate students for program assignment shall be developed in coordination with such programs. Opportunities for special programs including placement outside of the school district shall also be developed as additional options. All programs will be aligned with creating comprehensive achievement and civic readiness and the District 191 Strategic Roadmap.
2. The school district may identify students, locally develop programs and services addressing instructional and affective needs, provide staff development, and evaluate programs to provide gifted and talented students with challenging and appropriate educational programs and services.

3. The school district must adopt guidelines for assessing and identifying students for participation in gifted and talented programs and services consistent with Minnesota Statutes, section 120B.11. The guidelines should include the use of:
 - a. multiple objective criteria; and
 - b. assessments and procedures that are valid and reliable, fair, and based on current theory and research. Assessments and procedures should be designed to eliminate disproportionality in identification and services sensitive to under-presented groups, including but not limited to, race, ethnicity, eligibility for economic assistance, twice exceptional, and English language proficiency.
4. The school district must adopt procedures for the academic acceleration of gifted and talented students. These procedures will include how the school district will:
 - a. assess a student's readiness and motivation for acceleration; and
 - b. match the level, complexity, and pace of the curriculum to a student to achieve the best type of academic acceleration for that student.
5. The school district must adopt procedures consistent with Minnesota Statutes, section 124D.02 for early admission to kindergarten or first grade of gifted or talented learners consistent with Minnesota Statutes, section 120B.11, subdivision 2, clause (2). The procedures must be sensitive to under-represented groups.

Legal References: [Minn. Stat § 120B.11 \(School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals: Striving for Comprehensive Achievement and Civic Readiness\)](#)

[Minn. Stat. § 120B.15 \(Gifted and Talented Program\)](#)

[Minn. Stat. § 123B.143, Subd. 1 \(Superintendents\)](#)

[Minn. Stat. § 124D.02 \(School Board Powers; Enrollment\)](#)

Cross References: Burnsville-Eagan-Savage School District Policy 613 (Graduation Requirements)
 Burnsville-Eagan-Savage School District Policy 614 (School District Assessment Program)
 Burnsville-Eagan-Savage School District Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
 Burnsville-Eagan-Savage School District Policy 620 (Credit for Learning)

Adopted: 5/1985 *Burnsville-Eagan-Savage School District Policy 606*
 Reviewed: ~~PRC 11/18/2509/12/2024~~
 Revised: 09/26/2024
 Rescinds: IIAA, IIAC, KLB, KLBA

606 TEXTBOOKS, INSTRUCTIONAL RESOURCES, AND LIBRARY MATERIALS

I. PURPOSE

The purpose of this policy is to provide direction for selection and reconsideration of instructional resources and library materials.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that selection of instructional resources is a vital component of the school district's curriculum, and acknowledges that library materials serve to enrich the breadth of the curriculum as a whole by meeting the needs and interests of all students.

III. DEFINITIONS

A. "Library" is the school district resource that holds the library collection that serves the information and independent reading needs of students and supports the curriculum needs of teachers and staff. The term "library" includes a school library media center. The term also includes access to electronic materials.

The term "library refers to the resources within a specific school building at the multiple sites of ISD 191.

In accordance with Minnesota Statutes, section 124D.901 the library or library media center provides equitable and free access to students, teachers, and administrators and that the school library or school library media center must have the following characteristics:

1. ensures every student has equitable access to resources and is able to locate, access, and use resources that are organized and cataloged;
2. has a collection development plan that includes but is not limited to materials selection and deselection, a challenged materials procedure, and an intellectual and academic freedom statement;
3. is housed in a central location that provides an environment for expanded learning and supports a variety of student interests;
4. has technology and Internet access; and
5. is served by a licensed school library media specialist or licensed school librarian.

B. “Library collection” consists of the library materials made available to students.

C. “Library materials” are the books, periodicals, newspapers, manuscripts, films, prints, documents, videotapes, subscription content, electronic and digital materials (including e-books, audiobooks, and databases), and related items made available to students in a school building or through access to electronic materials. This term does not include materials made available to students as part of the curriculum.

D. “Library media specialist” is under Minnesota Rules, part 8710.4550. A library media specialist is authorized under Minnesota Rules to provide to students in kindergarten through grade 12 instruction that is designed to provide information and technology literacy skills instruction, to lead, collaborate, and consult with other classroom teachers for the purpose of integrating information and technology literacy skills with content teaching, promote reading for pleasure, and to administer media center operations, programming, and resources.

IV. RESPONSIBILITY OF SELECTION

- A. The school board recognizes the expertise of the professional staff and the vital need of such staff to be primarily involved in the recommendation of instructional resources and library materials. Accordingly, the school board delegates to the superintendent or designee the responsibility to direct the professional staff in selections that meet school board criteria.
- B. Selection of instructional resources shall be consistent with the following criteria:
1. To consider the characteristics and philosophy of the District when selecting resources.
 2. To provide resources that will enrich and support the curriculum, taking into consideration the varied interests, abilities, and maturity levels of the individuals served.
 3. To provide resources that will stimulate growth in critical reading and thinking, factual knowledge, literary appreciation, aesthetic values and ethical standards.
 4. To provide a background of information which will enable individuals to make intelligent judgments in their daily lives.
 5. To foster respect and appreciation for cultural diversity and varied opinion.
 6. To provide resources representative of the many religious, ethnic, and cultural groups and their contributions to our American heritage.

7. To place principle above personal opinion and reason above prejudice in the selection of resources of the highest quality in order to assure a comprehensive collection appropriate for the users.
 8. To anticipate and meet needs through awareness of subjects of current interest.
 9. To permit grade-level instruction for students to read and study America's founding documents, including documents that contributed to the foundation or maintenance of America's representative form of limited government, the Bill of Rights, our free-market economic system, and patriotism; and
 10. Do not censor or restrain instruction in American or Minnesota state history or heritage based on religious references in original source documents, writings, speeches, proclamations, or records.
- C. While recommendations by administrators, faculty members, students, parents, and other community members may be considered, the final responsibility for selection of library materials shall rest with the library media specialist.
- D. The procedures for selection and reconsideration of library materials and collections set forth in this policy will be administered by:
1. A licensed library media specialist under Minnesota Rules, part 8710.4550;
 2. An individual with a master's degree in library science or library information Science; or
 3. A professional librarian or a person trained in library collection management.
- E. The library material selection process should result in a library collection that, when considered as a whole, is consistent with the following criteria:
1. Library materials shall support and be consistent with the general educational goals of the state and the district and the aims and objectives of individual schools and specific courses;
 2. Library materials shall be chosen to enrich and support the curriculum as well as to promote reading for pleasure by responding to the personal needs and interests of student users;
 3. Library materials shall not be excluded because of the race, color, creed, national origin, religion, sex, marital status, disability, sexual orientation, gender identity and expression, or political views of the writer;

4. Library materials shall be appropriate to and reflect the needs, ages, maturity level, emotional development, ability levels, learning styles, social development, background, cultural and linguistic diversity, and needs and interests of the students for whom the materials were selected;
5. Library materials shall meet high standards of quality in one or more of these categories (presented alphabetically):
 - a. Artistic quality and/or literary style;
 - b. Authenticity;
 - c. Critical thinking;
 - d. Educational significance;
 - e. Factual content;
 - f. High interest for intended audience; and
 - g. Readability.
6. The selection of library materials and collections shall conform to the constraints of the school district budget.
- F. The school board may decline to purchase, lend, or shelve or remove access to library materials and collections legitimately based on:
 1. Practical reasons, including but not limited to shelf space limitations, rare or antiquarian status, damage, or obsolescence;
 2. Legitimate pedagogical concerns, including but not limited to the appropriateness of potentially sensitive topics for the library's intended audience, the selection of the library materials for a curated collection, or the likelihood of causing a material and substantial disruption of the work and discipline of the school; or
 3. Compliance with state or federal law.
- G. The library media specialist shall consult sources and specialists experienced in library materials collections appropriate for the building's students and that are reputable, experienced, unbiased, and professionally trained in school library materials.
- H. Library materials that are outdated, inaccurate, no longer useful for curricular support or reading enrichment, or have not been utilized for an extended period of time may be removed.

Library materials that are in poor physical condition may be removed or replaced as determined by the library media specialist.

I. Materials offered for donation or gifted to a school library may be accepted if they comply with the library collection selection criteria and approved by the library media specialist. The school district libraries reserve the right to decline to accept materials that do not meet the criteria for selection. In addition, library financial donations to benefit a school district's libraries will be accepted with the understanding that funds will be used to purchase materials that are needed for the libraries based on the needs of individual school collections.

V. SELECTION OF INSTRUCTIONAL RESOURCES

The superintendent or designee shall be responsible for:

1. developing procedures and guidelines to establish an orderly process for the review and recommendation of instructional resources by the professional staff. Such procedures and guidelines shall provide opportunity for input and consideration of the views of students, parents, and other interested members of the school district community. This procedure shall be coordinated with the school district's curriculum development effort and may utilize advisory committees.

2. keeping the school board informed of progress on the part of staff and others involved in the instructional resource review and selection process.

VI. RECONSIDERATION OF INSTRUCTIONAL RESOURCES AND LIBRARY MATERIALS

A. The school board recognizes differences of opinion on the part of some members of the school district community relating to certain areas of the instructional program. A school district employee, student or parent or guardian of a school district student may request an opportunity to review materials and submit a request for reconsideration of the use of certain instructional resources or library materials on the basis of appropriateness.

B. A parent or guardian may request that access to specific instructional resources or library materials be restricted from their student. The school district shall take reasonable steps to fulfill this request. This type of request will not result in removal of specific instructional resources or library materials from the classroom or library media center or restrictions upon any other student accessing the instructional resource or library materials.

C. The superintendent or designee shall be responsible for the development of guidelines and procedures to identify the steps to be followed to seek reconsideration of instructional resources.

D. All instructional materials, including teacher's manuals, films, tapes, or other

supplementary material which will be used in connection with any survey, analysis, or evaluation as part of any applicable program shall be available for inspection by the parents or guardians of the students.

VII. PROCEDURE FOR HANDLING QUESTIONED MATERIALS

- A. Each concern shall be directed to the building principal who will:
1. Treat each concerned person(s) request with confidentiality.
 2. Provide and explain School Board Policy 606.
 3. Inform concerned person(s) that his/her child is not required to be exposed to the questioned material. See Alternative Instruction Request Form.
 4. Try to resolve the questions of the concerned person(s) during the initial contact using a Culturally Proficient School Systems (CPSS) lens.
 5. Provide and explain use of the form “Statement of Concern About Educational Materials.”
 6. Inform Assistant Superintendent or designee and appropriate staff member(s) when the above form is given to a concerned person.
 7. Access to the duly-selected instructional or library material in review shall not be restricted during the review process, unless the Assistant Superintendent or designee has determined the material is in violation of the selection criteria of Section IV.B of this policy
- B. Upon receipt of the signed “Statement of Concern About Educational Materials” form, the principal will:
1. Meet with the concerned person(s) and appropriate staff, including the library media specialist if related to library materials, to discuss the information on the completed form.
 2. Appoint a building committee to investigate the questioned materials. (The committee will have representation from the administration, teaching staff, including the library media specialist if related to library materials, and citizens and use appropriate Culturally Proficient School Systems rubrics as a part of their investigation.)
 3. Review the findings of the building committee.
 4. Inform the concerned person(s) and Assistant Superintendent or designee of the committee’s findings in writing.
- C. If the concerned person(s) is not satisfied with the findings of the building committee, the principal will forward the concern to the Assistant Superintendent or designee who will:
1. Convene a Questioned Materials Committee. This committee shall consist of at least five (5) persons including:
 - a. Staff from grade and/or subject area (including library media specialist if related to library materials)
 - b. Building Principal

- c. Assistant Superintendent or Designee
 - d. Citizen(s)
 - 2. Review the findings of the Questioned Materials Committee.
 - 3. Inform the concerned person(s) of the Questioned Materials Committee's findings.
- D. If the concerned person(s) is not satisfied with the Questioned Materials Committee's findings and the Assistant Superintendent or designee decision, they may appeal to the School Board.

Once reviewed, instruction resources and library materials will not be reviewed again within three years.

VIII. CHALLENGE REPORT

Upon the completion of a content challenge or reconsideration process in accordance with this policy, the school board must submit a report of the challenge to the Commissioner of the Minnesota Department of Education that includes:

- A. the title, author, and other relevant identifying information about the material being challenged or reconsidered;
- B. the date, time, and location of any public hearing held on the challenge in question, including minutes or transcripts
- C. the result of the challenge or reconsideration request; and
- D. accurate and timely information on who from the school district the Department of Education may contact with questions or follow up.

IX. PROHIBITION ON RETALIATION

The school district may not discriminate against or discipline an employee for complying with Minnesota Statutes, section 134.513.

Legal References: Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)
Minn. Stat. § 120B.235 (American Heritage Education)
Minn. Stat. § 123B.02, Subd. 2 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09, Subd. 8 (School Board Responsibilities)
Minn. Stat. § 124D.59-124D.61 (Education for English Learners Act)
Minn Stat § 124D.901 (Public School Library and Media Centers)
Minn. Stat. § 127A.10 (State Officials and School Board Members to be Disinterested; Penalty)
[20 U.S.C. 1232h\(a\) \(Protection of Pupil Rights\)](#)

Minn. Stat. § 134.51 (access to Library Materials and Rights Protected)Minn. Rules part 8710.4550 (Library Media Specialists)
Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260 (1988)
Bd of Educ., Island Trees Union Free Sch. Dist. No 26 v. Pico, 457 US 853 (1982)
Pratt v. Independent Sch. Dist. No. 831, 670 F.2d 771 (8th Cir. 1982)
Virginia State Bd. Of Educ., v. Barnette, 319 U.S. 624, 642 (1943)

Cross References: Burnsville-Eagan-Savage School District Policy 603 (Curriculum Development)
 Burnsville-Eagan-Savage School District Policy 604 (Instructional Curriculum)
 Burnsville-Eagan-Savage School District Policy 706 (Acceptance of Gifts)

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.

January 8, 2026 Board Meeting

Board Members' Questions and Staff Responses regarding BoardBook materials

(Concurrent Enrollment)

Board Member Question	Staff Response
<p>I am seeing under 'Term of Contract,' September 1, 2025 (p. 3).</p> <p>Please elaborate as to why the contract is coming forward in January 2026.</p>	<p>This particular contract is for our 2025-2026 school year and was meant to come to the board earlier this fall, however the original contract was sent to Dr. Battle's email which was closed by the time the contract was sent. The error was detected by Metro State and they reached out to Sarah Dickhausen in late November, who worked with them to schedule it for our January regular board meeting (the updated contract was not available in time for the December meeting).</p> <p>To avoid future similar situations, a process is currently in development to work with all of our concurrent enrollment partners to send all contract notifications to an email address that does not ever change with staff transitions and is accessed by more than one person.</p>

(Organizational Meeting)

Board Member Question	Staff Response
<p>For the 2026 BOE meeting calendar, I see that we are slated to meet 11/5 & 11/19. Wondering why we wouldn't meet 11/12, as this is the second Thursday of the month which falls within guidelines (between 3rd & 10th day) for canvassing the election. No?</p>	<p>This was originally discussed during the November 24 Officers' meeting where we landed on meeting on the 1st and 3rd Thursdays with scheduling a canvass meeting in-between. However, I fully support doing a meeting on November 12 (2nd week of the month) and November 19 (3rd week of the month) since we can't meet on the 4th Thursday of the month due to Thanksgiving. Our staff elections clerk said a later canvass meeting works best to be sure all of the results are ready and it would avoid having to bring everyone together for another meeting.</p>

	The recommendation will be updated with the new dates and sent out to the board with the board packet updates.

(Topic)

Board Member Question	Staff Response

1. Approve Burnsville High School Course Catalog

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Speaker(s): Dr. Chris Bellmont, Assistant Superintendent



**Agenda V.B.1.
January 8, 2026**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Dr. Chris Bellmont, assistant superintendent

Date: January 8, 2026

Re: Approve Burnsville High School Course Catalog

Summary of changes:

- *Additions:*
 - Personal Finance and Unified Physical Education course offerings for grades 11 & 12
- *Course Description Changes*
- *Deletions:*
 - Advanced Piano and Guitar courses and Advanced Placement in the Schools of Macroeconomics
- *Course on Hold:*
 - Senior Artist: Drawing and Painting
 - Senior Artist: Ceramics
 - Advanced Placement Computer Science A & B
 - Advanced Placement Business A & B
 - Inver Hills Community College: Political Science 1111 American Government
 - American Portrait
 - App Development

Board Packet Attachment: *Course Catalog Outline of Changes and Adjustments*

Course Catalog Changes for 2026-2027

Course Catalog

Additions 2026-2027

PERSONAL FINANCE (This course will be required starting with the graduating class of 2028.)

Course Number: 7120

Grade Level: 11, 12

Prerequisite: None

This course is designed to equip high school students with the essential knowledge and skills necessary for personal finance as they transition to independence. Topics covered include budgeting, banking, buying/renting property, decision making, taxation, and investing.

This empowers all Burnsville students to make informed financial decisions in an evolving world, with an intentional focus on experiences, cultures, values, and goals.

UNIFIED PHYSICAL EDUCATION

Course Number: 4012

Grade Level: 11, 12

Prerequisite: Successful completion of ITF (4010)

This course is the study of sports, recreation, wellness and leadership activities that will be learned in the classroom and gym setting. Students with and without intellectual disabilities participate in the course activities together. Students will support one another with increasing physical fitness and improving daily health habits. Through ongoing leadership opportunities, members of this class will be empowered to help create a more inclusive and accepting school environment for all students.

Students will learn through demonstrating competency in a variety of motor skills and movement patterns, applying the knowledge of concepts, principles and strategies related to movement and performance, demonstrating the knowledge and skills to maintain a health-enhancing level of physical activity and fitness, exhibiting responsible personal and social behavior that respects self and others, and recognizing the value of physical activity for health, enjoyment, challenge and social interaction.

Changes 2026-2027

ALGEBRA II: A & B

(Remove calculator required)

Course Number: 2643/2644

Grade Level: 10

Prerequisite: Prior enrollment in Geometry (2611/2622) or Honors Geometry (2921/2922)

In this course students will continue their exploration of algebra. Students will work to understand the concept of function, and identify important features of functions and other relations using symbolic and graphical methods. They will recognize and represent real-world and mathematical situations using equations and inequalities involving both linear and quadratic functions. They will solve equations and inequalities symbolically and graphically and interpret solutions in the original context. Students will also be introduced to different ways to display and analyze data; use various measures associated with data to draw conclusions, identify trends and describe relationships.

Note: Calculator required: TI-84 Plus (TI-83 is compatible)

HONORS ALGEBRA II: A & B

(Remove calculator required)

Course Number: 2671/2672

Grade Level: 10

Prerequisite: Prior enrollment in Geometry (2611/2622) or Honors Geometry (2921/2922)

This course generally follows the description of the traditional Algebra II A/B course, but provides a more extensive experience with regards to polynomial functions. Note: Calculator required: TI-84 Plus (TI-83 is compatible)

FUNCTIONS AND TRIGONOMETRY: A & B

(Remove calculator required)

Course Number: 2741/2742

Grade level: 11

Prerequisite: Prior enrollment in Algebra II (2643/2644) or Honors Algebra II (2671/2672)

In this course students will continue their exploration of algebra. They will represent real-world and mathematical situations using equations involving both trigonometric, exponential/logarithmic and nth root functions as well as sequences and series. They will solve equations symbolically and graphically and interpret solutions in various contexts. Students will be introduced to different ways to calculate probabilities and apply probability concepts to solve real-world and mathematical problems. Note: Calculator required: TI-84 Plus (TI-83 is compatible)

HONORS FUNCTIONS AND TRIGONOMETRY: A & B

(Remove calculator required)

Course Number: 2743/2744

Grade Level: 10, 11

Prerequisite: Prior enrollment in Algebra II (2643/2644) or Honors Algebra II (2671/2672)

This course generally follows the description of the traditional Functions and Trigonometry A & B, but provides a more extensive experience with regards to topics such as trigonometry and logarithms. Note: Calculator required: TI-84 Plus (TI-83 is compatible)

GEOMETRY: A & B

(Remove calculator required)

Course Number: 2611/2622

Grade Level: 9

Prerequisite: Prior enrollment in Algebra 1 for 8th graders

In Geometry A and B, you will learn to read, interpret, represent, and use geometry to solve real-world problems. Coordinates and transformations, which are critical to building and maintaining algebra skills and concepts, are studied early. You will also study measurement, area, volume, Pythagorean Theorem, coordinate geometry, similarity, logic, indirect reasoning, and right triangle trigonometry. Proofs, which require geometry knowledge and experience, are built up slowly. ~~Note: Calculator required: TI-84 Plus (TI-83 is compatible)~~

HONORS GEOMETRY: A & B

(Remove calculator required)

Course Number: 2921/2922

Grade Level: 9

Prerequisite: Prior enrollment in Algebra 1

This course follows generally the description of the traditional Geometry A/B course but provides a more extensive experience from early stages with the devising, presentation, and defense of student proofs and the theoretical consideration of the nature of proof. ~~Note: Calculator required: TI-84 Plus (TI-83 is compatible)~~

ADVANCED PLACEMENT CALCULUS/ COLLEGE IN THE SCHOOL: Calculus AB: A & B

(Remove calculator required)

Course Number: 2811/2822

Grade Level: 11, 12

Prerequisite: Successful completion of Precalculus (2751/2762) or Honors Precalculus (2771/2782)

In Calculus AB you will study the derivative and its many applications first semester and the integral and its many applications second semester. The content of this course will prepare students for the Advanced Placement Examination. Successful completion of AP Calculus AB and the AP Examination may lead to college credit and/or advanced placement at the college level. The grading for this course is in accordance with the University of Minnesota college-level coursework ~~Note: Calculator required: TI-84 Plus (TI-83 is compatible)~~

ADVANCED PLACEMENT CALCULUS BC: A & B

(Remove calculator required)

Course Number: 2851/2862

Grade Level: 11, 12

Prerequisite: Successful completion of Advanced Placement Calculus (2811/2822) or Instructor Approval

Students who pass the AP Calculus BC exam in May will gain college credit and/or advanced placement at most colleges for one semester beyond what they gain by taking College-in-the-Schools Calculus AB. Students who take the AP Calculus BC exam will also receive a subscore for AP Calculus AB. This is a full-year course in differential and integral calculus in one variable. The course includes all topics covered in CIS Calculus AB at a faster pace and many additional topics. ~~Note: Calculator required: TI-84 Plus (TI-83 is compatible)~~

ADVANCED PLACEMENT STATISTICS: A & B

(Remove calculator required)

Course Number: 2951/2962

Grade Level: 11, 12

Prerequisite: Successful completion of Functions and Trigonometry (2741/2742) or Honors Functions and Trigonometry (2743/2744)

This AP course will provide you with learning in the following areas. 1) Exploring Data: Exploratory analysis of data makes use of graphical and numerical techniques to study patterns and departures from patterns. Emphasis is placed on interpreting information from graphical and numerical displays and summaries. 2) Planning a Study: Data must be collected according to a well-developed plan if valid information on a conjecture is to be obtained. Your plan will include clarifying the question and deciding upon a method of data collection and analysis. 3) Anticipating Patterns: Probability is the tool used for anticipating what the distribution of data should look like under a given model. 4) Statistical Inference: Inference from data can be thought of as the process of selecting a reasonable model and including a statement in probability language, of how confident one can be about the selection. An intensive review prepares students for the Advanced Placement Examination. ~~Note: Calculator required: TI-84 Plus (TI-83 is compatible)~~

ALGEBRA III: A & B

(Remove calculator required)

Course Number: 2701/2712

Grade Level: 11, 12

Prerequisite: Successful completion of Algebra II (2643/2644) or Honors Algebra II (2671/2672)

This course is designed to prepare you for first year college level mathematics courses. If you are not prepared and ready to take Precalculus, but wish to take math in preparation for career and college this is the course for you. You will be provided a general survey of mathematical topics that are useful in our contemporary world with a strong focus on using technology as a tool for success in mathematics. Topics include functions and their graphs, exponents and logarithms, sequences and series, trigonometry, and graph theory. ~~Note: Calculator required: TI-84 Plus (TI-83 is compatible)~~

HONORS PRECALCULUS: A & B

(Remove calculator required)

Course Number: 2771/2782

Grade Level: 10, 11, 12

Prerequisite: Successful completion of Honors Functions & Trigonometry (2743/2744) or teacher recommendation

This course generally follows the description of the traditional Precalculus A/B course, but provides a more extensive experience especially with regards to topics such as limits and derivatives.

~~Note: Calculator required: TI-84 Plus (TI-83 is compatible)~~

PRECALCULUS: A & B

(Remove calculator required)

Course Number: 2751/2762

Grade Level: 10, 11, 12

Prerequisite: Successful completion of Functions & Trigonometry (2741/2742) or Honors Functions & Trigonometry (2743/2744)

Precalculus will build on the ideas of functions and logic to establish a foundation to prepare you for courses you will encounter in college. Topics you will study include functions and their graphs, exponents and logarithms, trigonometry, polar coordinates, and a study of vectors. ~~Note:~~

~~Calculator required: TI-84 Plus (TI-83 is compatible)~~

INTRODUCTION TO PROGRAMMING

(Update description)

Course Number: 2500

Grade Level: 9, 10, 11, 12

Prerequisite: None

This is an introductory Computer Science class where students will be making many interactive animations, games, and art as you learn basic programming concepts like events, loops, conditionals, operators, and various programming languages. The class will also give a brief sampling of other courses/topics, which may include computer hardware, HTML and web design, other programming languages like Python and Java, mobile app development, and robotics.

Designed to introduce students to computer science, this course provides a hands-on exploration of programming fundamentals including: algorithm development, data manipulation, and iterative design. Students will utilize industry-standard languages including: JavaScript, Python, HTML, CSS, and G-code to both develop applications and games as well as interact with physical computing devices including programmable cars, Raspberry Pis, and 3D printers.

PROGRAMMING 1

(Update description)

Course Number: 2515

Grade Level: 9, 10, 11, 12

Prerequisite: Intro to Programming (2500) or Instructor Approval

Through the Python scripting language, students will learn programming concepts like variables, loops, conditionals, functions, events, and algorithms, enabling them to write powerful programs quickly that solve many interesting problems.

An in-depth exploration of the industry standard scripting language: Python, students will work towards mastering fundamental programming concepts including: variables, lists, loops, conditionals, functions, and classes. Through the utilization of the Tkinter GUI and Pygame Libraries students will create meaningful programs, both individually and collaboratively, ultimately culminating in a creation of their own design by the end of the course.

PROGRAMMING 2

(Update description)

Course Number: 2525

Grade Level: 10, 11, 12

Prerequisite: Programming 1(2515)

This is a continuation of Programming 1, where students will continue learning and using Python and more advanced programming concepts, and as well as applying those to more applications. Additional topics may include networking, computer security, robotics, exploring other programming languages

Utilized by front-end and back-end developers alike, the Java programming language has been an industry standard for over twenty years and has played a crucial role in the creation of android apps, enterprise software, games, and more. This course is designed to expose students to programming fundamentals within the object-oriented paradigm widely favored by industry professionals. Students will work both individually and in groups using Java to create meaningful computing artifacts that address real world needs and problems.

EMR EMERGENCY MEDICAL RESPONDER

(Update grade level & description)

Course Numbers: 8190

Grade Level: 9, 10, 11, 12

Prerequisite: None, First Aid/CPR (4710) strongly recommended

Are you interested in helping people? This 3 credit college course is a combination of hands-on labs and classroom learning. Do you like being in class and having hands-on learning? Are you hero material, or just want to know how to help people? Emergency Medical Responders provide immediate lifesaving care to critical patients who access the emergency medical services system. EMRs have the knowledge and skills necessary to provide immediate lifesaving interventions while awaiting additional EMS resources to arrive. EMRs are the entry level of the EMS system. This course is one that is suggested for anyone interested in exploring healthcare, law enforcement or fire response fields. This class includes American Heart Association- BLS training. Certification is dependent on passing a written and practical exam.

INTRODUCTION TO WOMEN'S STUDIES

(Update description)

Course Number: 1691

Grade Level: 11, 12

Prerequisite: None

This course includes an examination of women's historic and contemporary status legally, politically, and economically, as well as women's struggles in identity expression. Units include: Women in History, Women in Government, Women and Work, Women and Identity, and Global Women's Issues. Women's Studies will help you understand how race, social class, age, ability, and appearance intersect to affect women's lives and societies as a whole. This course will include diverse perspectives. Women's Studies courses affirm cultural diversity; widen understanding of the impact of social institutions; and empower students to become thinkers and leaders, and activists. This is a discussion and project-based class.

20TH CENTURY AMERICA IN FILM AND MEDIA

(Update description)

Course Number: 1681

Grade Level: 11, 12

Prerequisite: None

What do movies, music, literature, and television programs tell us about the culture of the time period in which they were produced? This is a fun, discussion-based class that will have you experience films such as Malcolm X and West Side Story, as well as a variety of other film segments, TV shows, and music from diverse cultural perspectives. Through these texts, you will examine and critically analyze the culture of each decade of the 20th century.

What does the popular media (movies, music, literature, etc.) of a decade tell us about the culture in which it was produced? This is a fun, discussion-based class that focuses on connecting generations and understanding diverse perspectives. Using "texts" such as I Love Lucy, Gone With the Wind, and Michael Jackson's greatest hits, students will choose and critically analyze themes like race and gender across the 1900s, using evidence from primary sources of the era to support their ideas.

ADVANCED PLACEMENT PSYCHOLOGY: A & B

(Add 11th grade)

Course Number: 1661/1672

Grade Level: 11, 12

Prerequisite: None

The year-long AP Psychology course is designed to introduce you to the systematic and scientific study of human behavior and mental processes. You will be exposed to the psychological facts, principles and theories associated within the major subfields of psychology. The ultimate goal of this course is to provide you with an understanding of the main concepts of psychology.

INVER HILLS ENGLISH: 10B

(Update prerequisite & description)

Course Number: IH0422

Grade Level: 10

Prerequisite: **None** ~~Accuplacer assessment score of 56 or higher AND instructor approval~~

This course prepares students to write at a college level. Students will focus on the basics of the writing process through a variety of essay topics. Students will also study grammar important to college-level writing. Curriculum will be a mix of topics from Inver Hills Community College English 99 courses and Burnsville High School English 10B courses, as English 99 is a course offered by BHS in cooperation with Inver Hills Community College. Students do not receive college credits for these courses; they are prerequisites/college preparatory courses for IH1108 and IH1140. ~~courses that students can take as juniors.~~

INVER HILLS ENGLISH: 10A

(Update prerequisite & description)

Course Number: IH0411

Grade Level: 10

Prerequisite: **None** ~~Accuplacer assessment score of 56 or higher AND instructor approval~~

This course prepares students to read at a college level. Students will read a variety of texts that are largely non-fiction and range from textbook chapters to narrative non-fiction. The course focuses on reading strategies to help students best process information from reading. Curriculum will be a mix of topics from Inver Hills Community College Read 93 courses and Burnsville High School English 10A courses, as Read 93 is a course offered by BHS in cooperation with Inver Hills Community College. Students do not receive college credits for these courses; they are prerequisites/college preparatory courses for the IH1108 and IH1140 courses. ~~that students can take as juniors.~~

AVID

(Update description)

8101/8102, 8201/8202, 8211/8212, 8231/8232

Grade Level: 9, 10, 11, 12

Prerequisite: Teacher Recommendation

~~Academic strategies like writing to learn, inquiry, collaboration, organizational skills, and critical reading (WICOR) are taught in all classes by teachers who have been trained to use AVID (Advancement Via Individual Determination) strategies in their specific content areas. We're using AVID's proven strategies to decrease the achievement gap and increase school-wide academic performance for students with an intentional focus on college & career readiness skills.~~

AVID Elective (Advancement Via Individual Determination) is a 9-12 elective path for students who have strong determination and an intentional focus on college and career readiness. Although all staff at BHS use AVID strategies schoolwide, the AVID Elective class places special emphasis on

growing writing, critical thinking, teamwork, organization, and reading skills. AVID Elective students participate in weekly tutorials, organization checks, activities and lessons focused on WICOR, college and career preparation and exploration, college campus field trips, and college and career readiness speakers. The effort throughout the four years in this elective not only results in college acceptance, but the skills and habits learned are utilized in college classes. To apply for the AVID Elective class, see guidance counselor for application.

SUCCESS 191

(Update description)

Course Number: 1651

Grade Level: 9

Success 191 is a one-semester course in which ninth-grade students will identify and develop skills that will help them be successful in high school and later in life, and beyond. The focus of this class will be to support the transition from middle school to high school. Students will learn about themselves, their interests, and begin planning for their future while focusing on types of "literacy" that may not be directly taught in other classes, including career and post secondary, citizenship, cultural and social justice, digital, and financial. Note: Beginning with the Class of 2024, this is a one-credit graduation requirement. Over the course of this semester we will explore the following questions based on District 191's Profile of a Learner. What do I need to know/ be able to do to be Academically Ready for the rigors of High School? What does it mean to be Civic Minded? What steps can I take to be Life and Future Ready? What skills can I develop that will help me be Workplace Ready? What does it mean to be Financially Ready? Why is it important to be Culturally Proficient?

ADVANCED PLACEMENT WORLD HISTORY: A & B

(Update description)

Course Number: 1521/1532

Grade Level: 10

Prerequisite: None

AP World History: Modern is a cross-cultural, chronological study of the history of the world. The course highlights the nature of changes in international frameworks, as well as comparisons among major societies from the years 1200 C.E. - 8000 B.C. to present day. You will be expected to critically assess historical sources, read text sections and complete work outside of class, write clear, well-evidenced essays, and compare and contrast civilizations cross-culturally during set time periods. Note: There is required summer reading. As part of this course students are encouraged to register for the AP Exam in order to potentially earn college credit

WORLD HISTORY: A & B

(Update description)

Course Number: 1501/1512

Grade Level: 10

Prerequisite: None

World History A is a required course for all 10th graders. It is a cross-cultural, chronological study of the history of the world. World History A is a cross-cultural, chronological study of the history of the world. You will study topics including physical and cultural evolution, the beginnings of civilizations, development of classical empires, development of universal religions, ending approximately in the year 1500., and the Middle Ages. World History B begins with the Renaissance and concludes by exploring global trends in a changing world. You will study topics

including the Renaissance, scientific revolution, industrialism, nationalism, revolution, colonialism and imperialism, the world wars, the post-World War II world, and new regional conflicts. World History B begins approximately in the year 1500 and examines the development of the modern world and explores global trends in a changing world. You will acquire factual knowledge, consider historical evidence, see the impact of history on the current world through the interpretation of data in an analytical and critical fashion.

AMERICAN HISTORY: A & B

(Update description)

Course Number: 1541/1552

Grade Level: 11

Prerequisite: None

American History A studies the period from the early migrations through the period of reconstruction. You will study topics including early American civilizations, exploration, colonial development, colonial revolution, constitutional period, early republic, westward expansion, Age of Jackson, Civil War, and reconstruction. American History B studies the period of industrialization to the present. You will study topics including Populism and Progressivism, imperialism and World War I, 1920's, Great Depression, New Deal, World War II, Cold War, Civil Rights Movement, and the cultural, social, political, and economic history of the post-World War II period.

American History A is a survey of American History from Indigenous Americans to the year 1900. American History B is a survey of American History from the rise of industrialism to the present day. Upon completing these courses, students will have a better understanding of the forces that have shaped our modern world. You will acquire factual knowledge, consider historical evidence and perspectives, and interpret data in an analytical and critical fashion. You will be expected to critically assess sources, write clearly, and use evidence to support your ideas.

ADVANCED PLACEMENT/COLLEGE IN THE SCHOOLS AMERICAN HISTORY: A & B

Course Number: 1561/1572

(Update description)

Grade Level: 11, 12

Prerequisite: None In order to qualify for University of Minnesota credit, students must meet one of the following: Top 30% of class rank, 3.25 or better cumulative GPA in previous social studies courses, or instructor approval regarding demonstrated strength in reading and writing skills to meet the course's reading and writing components.

Advanced Placement American History A is a survey of American History from Indigenous Americans to the end of Reconstruction. Advanced Placement American History B is a survey of American History from the rise of industrialism to the present day. You will acquire factual knowledge, consider historical evidence, and interpret data in an analytical and critical fashion. You will be expected to critically assess sources, write clear and well-evidenced essays, and complete the work volume and academic expectations of a college freshman. Note: There is required summer reading.

ADVANCED PLACEMENT/COLLEGE IN THE SCHOOLS MICROECONOMIC

Course Number: 1592

(Update description)

Grade Level: 12

Prerequisite: None Recommended 3.0 GPA or above or teacher approval

Economics is a social science seeking to understand society and studies choice under conditions of scarcity. AP Microeconomics concerns itself with the individual segments of the economy such as households and business firms. It looks at choices individuals and firms make and how they interact in the market to trade goods and services. You will study topics such as scarcity and choice, opportunity costs and tradeoffs, economic systems, markets and prices, supply and demand, productivity, efficiency, marginal analysis, competition and market structure, market failures, role of government, income distribution, public goods, externalities, and the social goals of freedom, equity, efficiency, growth and security. You will be expected to critically assess sources, write clear and well-evidenced essays, and complete the work volume and academic expectations of a college freshman.

PRINCIPLES OF ECONOMICS

(Update description)

Course Number: 1590

Grade Level: 12

Prerequisite: None

This course is an integrated study of macroeconomics and microeconomics. **Topics include**, and other principles of social science. You will study the topics of scarcity, supply and demand, price systems and market structures, government revenue and spending, economic indicators and monetary/fiscal policy. ~~In addition, you will learn about personal financial decision-making.~~

Additional topics will include personal finance and current issues in Economics. You will acquire factual knowledge, consider evidence and multiple perspectives, and interpret data in an analytical and critical fashion.

ADVANCED PLACEMENT COLLEGE IN THE SCHOOLS AMERICAN GOVERNMENT

Course Number: 1581

(Update prerequisite)

Grade Level: 12

Prerequisite: ~~None~~ **Students must meet one of the following to qualify for University of MN credit:**

Class Rank: top 20%

Cumulative GPA in social science courses: 3.25 or better

Instructor Approval: Demonstrated strength in reading and writing skills

Advanced Placement American Government will examine fundamental aspects of the U.S. government, focusing on the language and logic used by political institutions in the governing process. Current public policy issues will help illustrate and analyze the concepts of the U.S. government. The class will explore larger questions about the kind of society we want and the roles the government should play in achieving that society. You will be expected to critically assess sources, write clear and well-evidenced essays, and complete the work volume and academic expectations of a college freshman.

SELF DEFENSE

(Update description)

Course Number: 4730

Grade Level: 10, 11, 12

Prerequisite: Successful completion of ITF (4010)

~~In this semester long class, you will learn self-protection techniques, evading techniques, and escape techniques. You will also have strength and conditioning opportunities. This course is designed to teach empowerment, so you will have the confidence to protect and defend yourself.~~

This course empowers students of all genders to develop the skills, confidence, and awareness needed to protect themselves in a variety of situations. Through a combination of physical training, discussion, and practical exercises, students will learn effective self-defense techniques drawn from martial arts, situational awareness strategies, and methods for conflict avoidance and de-escalation.

The class emphasizes respect, responsibility, and personal growth while fostering a supportive environment where everyone—regardless of size, strength, or experience—can succeed. Topics include boundary setting, assertive communication, defense against grabs and holds, and strategies for maintaining safety in public and online spaces.

By the end of the course, students will not only gain practical self-defense skills but also greater self-confidence, discipline, and awareness of personal safety.

PATHWAY INTERNSHIP: A

(Update description & prerequisite)

Course Number: 8350

Grade Level: 11, 12

~~Prerequisite: Instructor Approval, Minimum two classes in pathway—We are encouraging students to complete internships in their junior and/or senior years as a way to gain real-world experience, explore potential career paths and learn basic workplace skills.~~

Remove Individual and put them all under A & B:

Pathway Internship: Automotive

Pathway Internship: Business

Pathway Internship: Child Development

Pathway Internship: Computer Science

Pathway Internship: Construction

Pathway Internship: Engineering

Pathway internship: Fashion

Pathway Internship: Hospitality

Prerequisite: None

The purpose of work-based learning is to provide students the opportunity to connect what they learn in school with work-site applications to enable a smooth transition into the work force and/or postsecondary education after graduation from high school. This Career and Technical Education (CTE) program guides students in the career development process-- develop career readiness skills, explore career options and develop a career plan.

PATHWAY INTERNSHIP: B

(Update description)

Course Number: 8361

Grade Level: 11, 12

Prerequisite: Pathway Internship A (8350)

After completing the first semester of Pathway internship, this course will gain even more real-world experience, explore potential career paths and create professional networking contacts.

Delete 2026-2027

PIANO – ADVANCED

Course Number: 5703

(Very few requests)

Grade Level: 9, 10, 11, 12

Prerequisite: Intermediate Piano (5702), or Instructor Approval

This is a course that is designed to continue coursework taught in intermediate piano. Advanced notes, rhythms, and theory will be taught to give students the ability to play challenging piano music. You will play individually and in groups, and will have the opportunity to move at an individualized pace. Repertoire will include classical, folk, jazz and pop music. From the knowledge acquired in this course, you will be able to further study any musical instrument and gain the knowledge necessary to form a lifelong enjoyment of music.

GUITAR - ADVANCED

Course Number: 5713

(Very few requests)

Grade Level: 10, 11, 12

Prerequisite: Intermediate Guitar (5712) or Instructor Approval

This course is designed to continue coursework taught in intermediate guitar and will be more performance-based. Advanced notes, rhythms, and theory will be taught to give you the ability to play challenging guitar music. You will play mostly in groups. Repertoire will include classical, folk, jazz and pop music. A small number of performances outside of the school day are possible. From the knowledge acquired, you will be able to further study any musical instrument and gain the knowledge necessary to form a lifelong enjoyment of music.

ADVANCED PLACEMENT/COLLEGE IN THE SCHOOLS MACROECONOMICS

Course Number: 1594

(Very few requests-have CIS/AP Micro)

Grade Level: 12

Prerequisite: Successful completion of AP Microeconomics (1592)

AP Macroeconomics is designed to give students an understanding of unemployment/inflation, measures of national income, macro models, fiscal policy/problems. Poverty and income distribution. International trade and exchange rates. Economic growth/development. You will be expected to critically assess sources, write clear and well-evidenced essays, and complete the work volume and academic expectations of a college freshman.

Put on Hold for 2026-2027

(We are waiting for confirmation or they are not currently being offered for the 2026-2027 school year.)

SENIOR ARTIST: DRAWING AND PAINTING

Course Number: 5110

(Replace with Independent Study: Fine Arts)

Grade Level: 12

Prerequisite: Drawing and Painting III (5041)

If you are an artist considering an art career and want to further develop your portfolio, then this is a course you need to take. You will have the opportunity to investigate post-

secondary and career options in the visual arts. You will complete art works and will work with your classmates to organize and present to the public a group exhibition of your artwork. You create a personal learning plan communicating your artistic intent as expressed through projects and processes.

SENIOR ARTIST: CERAMICS

Course Number: 5150

(Replace with Independent Study: Fine Arts)

Grade Level: 12

Prerequisite: Successful completion of Ceramics III (5140)

If you are passionate about working with clay and considering pursuing it for further study or a career, then this course is one to take. You will complete art works and will work with your classmates to organize and present to the public a group exhibition of your artwork. You create a personal learning plan communicating your artistic intent as expressed through projects and processes. All projects will be bisque and glaze fired and taken home. You will also have the opportunity to connect with the service-learning project Bowls for BrainPower.

ADVANCED PLACEMENT COMPUTER SCIENCE A & B

Course Number: 2551/2562

(AP Board has not released this yet)

Grade Level: 10, 11, 12

Prerequisite: Programming 1 (2515) or Instructor approval

This is a year-long course in Java designed to prepare students to take the AP Computer Science A Exam in May. This course will provide you with experiences suitable for continued study of computer science at the university level or study in other disciplines that require significant involvement with computing. You will learn to write logically, structured computer programs based on an object-oriented design.

ADVANCED PLACEMENT BUSINESS A & B

Course Number: 7145/7146

(AP Board has not released this yet)

Grade Level: 11,12

Prerequisite: Two business classes

The year-long AP Business course is designed to introduce you to the many areas of Business. You will be exposed to business principles, marketing, promotion, pricing, merchandising, management, entrepreneurship and supply chain. The ultimate goal of this course is to provide you with an understanding of the main concepts of business

INVER HILLS COMMUNITY COLLEGE: POLITICAL SCIENCE 1111 AMERICAN GOVERNMENT

(Have CIS/AP AM Government & Politics that works with AA program.)

Course Number: IH1583

Grade Level: 12

Prerequisite: Placement in this course is dependent on scores on the ACCUPLACER assessment.

Political Science 1111 is a course offered by BHS in cooperation with Inver Hills Community College. This course meets the twelfth grade Government requirement for Social Studies and meets the Minnesota state standards as well as building up skills in preparation for coursework at the college level. You will study processes and policies of the United States national government, political parties, campaigns and elections, public opinion, interest groups, media coverage and

current political issues. The course will also examine principles of the Constitution, and the structure and behavior of the legislative, executive, and judicial branches.

AMERICAN PORTRAIT (Change grade, No longer currently offering for any grade.)

Course Number: 0881

Grade Level: 11, 12

Prerequisite: None

In this course students will explore the changing American identity by reading a variety of authors that reflect cultural diversity within the United States. Students will examine both historical and modern American perspectives.

APP DEVELOPMENT (Deleted in 2023-2024) (Update description)

Course Number: 2570

Grade Level: 9, 10, 11, 12

Prerequisite: None

~~Teaches computer science by building socially useful mobile apps. In addition to programming and computer science principles, the course is project-based and emphasizes writing, communication, collaboration, and creativity.~~

This course is an exploration of computer science and programming within the context of mobile app development. Students gain hands-on experience implementing common software development life cycle approaches including the Agile and Waterfall methodologies to create and refine mobile applications that address a multitude of needs and provide optimal end-user experiences. Emphasis is placed on development utilizing industry standard, React Native (JavaScript), for its cross-platform capabilities. This course is project-based and emphasizes writing, communication, collaboration, and creativity culminating with the creation of a student directed mobile app.

2. Approve Concurrent Enrollment Contract with Metropolitan State

185

Speaker(s): Dr. Chris Bellmont, Assistant Superintendent



Agenda V.B.2
January 8, 2026

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Dr. Chris Bellmont, assistant superintendent

Date: January 8, 2026

Re: Approve Concurrent Enrollment Contract with Metropolitan State

Recommendation: That the Board of Education approve the contract between District 191 and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Metropolitan State University and authorize the Superintendent of ISD 191 to execute the agreement.

Notes:

This is an additional enrollment contract for post-secondary courses and programs offered at Burnsville High School. It covers the courses EDU 200 and 203.



MINNESOTA STATE

Purchaser Name: ISD 0191 BURNSVILLE PUBLIC SCHOOLS

Contract Number: METRO-2026-058819

INCOME CONTRACT

This contract is by and between ISD 0191 BURNSVILLE PUBLIC SCHOOLS 200 W. BURNSVILLE PKWY, BURNSVILLE, MINNESOTA 55337 (hereinafter "Purchaser") and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of METROPOLITAN STATE UNIVERSITY (hereinafter "Minnesota State").

WHEREAS, the Purchaser has a need for a specific service; and

WHEREAS, Minnesota State, is empowered to enter into income contracts pursuant to Minnesota Statutes, Chapter 136F;

NOW, THEREFORE, it is agreed:

1. **DUTIES OF MINNESOTA STATE.**

The MINNESOTA STATE agrees to provide the following to concurrent enrollment program (CEP) to District:

- A single point of accountability and key contacts for the concurrent enrollment program (CEP).
- Adherence to all Minnesota State, Higher Learning Commission (HLC), and National Association of Concurrent Enrollment Partnerships (NACEP) policies and standards.
- Approval of high school instructors who meet Minnesota State, HLC, and NACEP credentialing requirements.
- Orientation and professional development to the high school instructors as it relates to the CEP, the design and delivery of CEP courses, and staying current in the discipline.
- Assigned faculty mentors to the high school instructors for the agreed upon courses for the purpose of ensuring that the CEP course is the same as the MINNESOTA STATE course and that it adheres to HLC and NACEP standards.
- Review and approval of course materials.
- Student information sessions in conjunction with Purchaser personnel.
- Support to the PURCHASER in the application, admission, and registration processes for students.
- Access to learning resources including the library and learning management system (D2L Brightspace).
- The student survey of instruction for each course and other periodic surveys to improve the CEP and as required by NACEP.

- Posting of course grades to the students' college transcript upon receiving them from the PURCHASER.
- Award of college credit to eligible students for successful completion of courses.
- Invoices to the PURCHASER according to the provisions in section 3.
- With the PURCHASER, ongoing CEP improvement for mutual benefit via the adoption of CEP best practices and performance review on a regular basis.

2. DUTIES OF PURCHASER.

The Purchaser agrees to provide the following:

- A single point of accountability and a single point of contact for the CEP.
- Appropriately credentialed high school instructors to teach CEP courses at the high school. All instructors remain employees of the PURCHASER.
- The mentor-approved textbooks and other course materials to the students.
- Promotion of the CEP.
- With MINNESOTA STATE personnel, information sessions to students.
- Authorized enrollment for eligible high school students for college credit as defined in Minnesota Statute 124D.09.
- Adherence to the application, admissions, and registration processes and timelines.
- Any necessary accommodations to students.
- Design and delivery of the CEP course that is the same as the MINNESOTA STATE course and adheres to HLC and NACEP standards.
- CEP students' course grades to MINNESOTA STATE.
- With MINNESOTA STATE, ongoing CEP improvement for mutual benefit via the adoption of CEP best practices and performance review on a regular basis.
- The high school concurrent enrollment **EDU 200 course: Fall 2025**
- The high school concurrent enrollment **EDU 203 course: Spring 2026**

3. CONSIDERATION AND TERMS OF PAYMENT.

- Consideration for all services performed and goods or materials supplied by Minnesota State pursuant to this contract shall be paid by the Purchaser as follows:

Three Thousand Three Hundred and 00/100 Dollars (\$3,300.00) per course/mentor/instructor/ISD Quarter matching.

- Terms of Payment.

Fall 2025 Invoice: The invoice for the Fall 2025 EDU 200: Introduction to Urban Education and Reflective Teaching course will be sent to the PURCHASER on December 1, 2025. Payment shall be made by the PURCHASER within 30 days of the date of the invoice presented.

Spring 2026 Invoice: The invoice for the Spring 2026 EDU 203: Multicultural Education course will be sent to the PURCHASER on May 1, 2026. Payment shall be made by the PURCHASER within 30 days of the date of the invoice presented.

4. TERM OF CONTRACT.

This contract shall be effective on Monday, September 01, 2025, or upon the date that the final required signature is obtained by Minnesota State, whichever occurs later, and shall remain in effect until Monday, June 15, 2026 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

5. **CANCELLATION.**

This contract may be canceled by the Purchaser or Minnesota State at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the Minnesota State shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed

6. **AUTHORIZED REPRESENTATIVES.**

- a. The Purchaser's Authorized Representative for the purposes of administration of this contract is:

Name: Sarah Olsen-Dickhausen, or their successor

Title: Exec Assistant to Superintendent

Address: 200 W. BURNSVILLE PKWY, BURNSVILLE, Minnesota 55337

Telephone: +1 952-707-2000

E-Mail: solsendickhausen@isd191.org

- b. An authorized representative of Minnesota State for the purposes of administration of this contract is:

Name: Paul Spies, or their successor

Title: Dean of School of Urban Education

Address: 1501 Hennepin Avenue Minneapolis, Minnesota 55403-1897

Telephone: +1 612-659-7129

E-Mail: Paul.Spies@metrostate.edu

Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

7. **ASSIGNMENT.**

Neither the Purchaser Minnesota State shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

8. **LIABILITY.**

The Purchaser shall indemnify, save, and hold Minnesota State, its agents and employees harmless from any and all claims or causes of action arising from the performance of this contract by the Purchaser or Purchaser's agents or employees. This clause shall not be construed to bar any legal remedies the Purchaser may have for failure of Minnesota State to fulfill the obligations pursuant to this contract.

9. **AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA").**

The Purchaser is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. Minnesota State IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

10. **AMENDMENTS.**

Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

11. **GOVERNMENT DATA PRACTICES ACT.**

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The PURCHASER and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Purchaser in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Purchaser or Minnesota State.

In the event the Purchaser receives a request to release the data referred to in this clause, the Purchaser must immediately notify Minnesota State. Minnesota State will give the Purchaser instructions concerning the release of the data to the requesting party before the data is released.

12. **JURISDICTION AND VENUE.**

This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. **STATE AUDITS.**

The books, records, documents, and accounting procedures and practices of the Purchaser relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

14. **ENTIRE AGREEMENT.**

This contract represents the entire agreement between the parties and with regard to the stated subject matter and supersedes any previous discussions or agreements, either verbal or written that occurred between the parties with respect to this subject matter. This contract may not be amended except by written agreement signed by the parties hereto. In the event of any conflict or inconsistency between this contract and any riders, exhibits, addenda, or other document incorporated herein, this contract shall govern

15. **CLERICAL ERROR.**

Notwithstanding Clauses "ASSIGNMENT, AMENDMENTS, and ENTIRE AGREEMENT" of this contract, Minnesota State reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of this contract without executing an amendment. Minnesota State must inform Purchaser of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.


16. **OTHER PROVISIONS.** None

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES: METROPOLITAN STATE UNIVERSITY

By (authorized signature and printed name)	
Stephen Reed	
Title	Vice President / CFO
Date	12/05/2025

2. PURCHASER: ISD 0191 BURNSVILLE PUBLIC SCHOOLS

Purchaser certifies that the appropriate person(s) have executed the contract on behalf of Purchaser as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name)	
Title	
Date	

By (authorized signature and printed name)	
Title	
Date	

3. AS TO FORM AND EXECUTION: METROPOLITAN STATE UNIVERSITY

By (authorized college/university/system office initiating agreement and printed name)	
Title	
Date	

3. Proposed Ratification of the READ Act Memorandum of Understanding
with the Burnsville Education Association

193

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



**Agenda V.B.3.
January 8, 2026**

To: Board of Education
Dr. Latanya Daniels superintendent

From: Stacey Sovine, executive director of administrative services

Date: January 8, 2025

Re: Proposed Ratification of the READ Act Memorandum of Understanding with Burnsville Education Association.

Recommendation: That the Board of Education approve the proposed language in the 2025-2026 READ Act Memorandum of Understanding with the Burnsville Education Association.

The major language items include:

- Required by law to have an MOU
- Funding from state to be distributed to teachers completing the training

Attachments: Copy of tentative agreement

**MEMORANDUM OF UNDERSTANDING
BETWEEN
Independent School District 191 (hereinafter referred to as "District")
AND
Burnsville Education Association (hereinafter referred to as "Union")**

WHEREAS the District and Union will be parties to a collective bargaining agreement (CBA) for the period from July 1, 2025, through June 30, 2027; and,

WHEREAS the District and Union desire to address the time commitment, compensation, schedule, location of training, and deadlines for teachers required to complete the state of Minnesota mandated READ Act training; and,

WHEREAS the District and Union have agreed that teachers will participate in LETRS for Early Childhood or CAREIALL and,

WHEREAS the total anticipated number of hours of training required for LETRS for Early Childhood or CAREIALL is 35-67 hours;

NOW THEREFORE, be it resolved that the parties agree to the following:

1. Eligibility

The Union and District will establish a list of eligible teachers, who must:

- a. Hold a license issued by the Professional Educator Licensing and Standards Board; and,
- b. Be employed by the District between July 1, 2025 and June 30, 2026; and,
- c. Be required by the District to complete approved training described under Minn. Stat. § 120B.123, subdivision 5.

2. Compensation earned for READ Act training

Teachers will earn compensation as follows:

Stipend of \$600 paid out in 1 installment:

- a. Payment of \$600 after completion of training of all units and successful completion of the full training provided by the district.

3. Credit Recognition

Completion of the program will not be recognized toward lane changes.

4. Proof of completion and payment timeline

In all cases, teachers shall submit proof of training completion to the Director of SISA.

5. Failure to comply with the READ Act

Compliance with the Minnesota READ Act (Minn. Stat. § 120B.123) is mandatory for both the District and eligible teachers. Failure by the District to comply with these requirements may result in action taken by the Minnesota Department of Education. Failure by an eligible teacher to comply with the training requirements may result in a teacher being out of compliance with READ Act requirements related to reading instruction in accordance with state statute and could result in discipline pursuant to Article IV, Section 12 of the CBA.

6. Effective Date and Duration

This MOU shall continue in effect until June 30, 2026.

NOW THEREFORE, be it further resolved that the parties agree to the following:

Impact on Precedent. Nothing in this MOU may be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA between the District and the Union. Neither the District nor the Union may refer to this MOU or submit it in any proceeding or case as evidence of a precedent or practice.

Entire Agreement. This MOU constitutes the entire agreement between the parties related to compensation for teachers for completing READ Act training. Neither party has relied on any statements, promises, or representations that are not stated in this MOU. The terms of this MOU constitute the entire agreement between the parties and supersede any prior written or oral, or other agreement, statement, or practice between the parties relating to the subject matter of this MOU. No changes to this MOU will be valid unless they are in writing and signed by both parties. A copy of this MOU will have the same legal effect as the original.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOU on the dates shown by their signatures. This MOU will not become effective unless and until it is approved by the District’s School Board and is signed by both parties.

For the District:

For the Union:

Dated:

Dated:

The Minnesota Department of Education (MDE) provided the following estimates related to hours anticipated for state-approved training programs. It is provided here as a reference.

Table 1

Training Program	Provider	Anticipated Hours to Complete the Training (based on provider estimates)	
		Synchronous Training (virtual group instruction)	Online Modules
CAREIALL: Advancing Language and Literacy	Center for Applied Research and Educational Improvement (CAREI, University of MN)	17 hours	45–50 hours
LETRS: LETRS for Early Childhood Educators	Lexia	12 hours	23 hours

4. Proposed Revisions in the 2025-2027 Collective Bargaining
Agreement with the Burnsville Education Association

198

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

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 V.B.4.
January 8, 2026**

To: Board of Education
Dr. Latanya Daniels superintendent

From: Stacey Sovine, executive director of administrative services

Date: January 8, 2025

Re: Proposed Revisions in the 2025-2027 Collective Bargaining Agreement with the Burnsville Education Association

Recommendation: That the Board of Education approve the proposed revisions and readopt the unchanged language in the 2025-2027 Collective Bargaining Agreement with the Burnsville Education Association (BEA) and Independent School District 191.

Negotiators for the Burnsville Education Association led by Chief Negotiator, Jody Plucinak met with representatives from the Board to negotiate a two-year agreement. The parties began negotiating on July 9, 2025 and reached a tentative agreement on November 20, 2025. The two teams met for negotiations for thirteen meetings and one mediation session. BEA members voted on December 16-17, 2025.

Highlights of the language items changed include:

1. Added language to clarify credits allowable for lane changes;
2. Removed dated language;
3. Addressed MN Paid Family Leave;
4. Aligned earned sick and safe time and bereavement language;
5. Addressed school closures due to weather;
6. Updated Memorandum of Understandings;
7. Removed athletics from BEA contract in year two;
8. Manually adjusted entry step cell to \$50,050 year two;
9. Updated dates throughout contract;
10. Projected 2-year cost of the package to the district will be \$8.44 million dollars reflecting an MSBA 7.39% increase. This amount includes schedule improvement, career steps, educational training lane changes, and insurance premium increases.
11. The average salary and benefit increase per employee is approximately \$6,164 per year.

Attachments:

Summary of Language Changes for Tentative Agreement

MASTER AGREEMENT

20~~23~~25-20~~25~~27

BOARD OF EDUCATION

INDEPENDENT SCHOOL DISTRICT 191

BURNSVILLE, MINNESOTA

and

BURNSVILLE EDUCATION ASSOCIATION

Burnsville Education Association – ISD 191 Agreement
July 1 2023 2025 –June 30, 2025 2027

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**INDEPENDENT SCHOOL DISTRICT 191
BURNSVILLE EDUCATION ASSOCIATION
~~2023 2025-2025 2027~~**

PREAMBLE

THIS AGREEMENT, entered into between Independent School District No. 191, Burnsville, Minnesota (hereinafter referred to as the School District) and the Burnsville Education Association (hereinafter referred to as the Association or BEA), pursuant to and in compliance with the Public Employment Labor Relations Act, as amended (hereinafter referred to as the P.E.L.R.A.), is to provide the terms and conditions of employment for teachers for the duration of the Agreement.

**ARTICLE I
RECOGNITION**

The School District hereby recognizes the Association as the sole and exclusive bargaining representative for all licensed teaching personnel as defined in the P.E.L.R.A. whether under contract, on leave, on a per diem, hourly or class rate basis. Such representation shall exclude the superintendent, assistant superintendents, principals, assistant principals, supervisory and confidential employees as defined in the P.E.L.R.A, and such other employees excluded by law. The term "teacher," when used hereinafter in the Agreement, shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined who are required to be licensed by the State of Minnesota. Occupational therapists, licensed by the American Occupational Therapy Certification Board, and physical therapists are also represented by the Association. In addition, all persons employed by ISD 191 in a position for which the person must be licensed or certified by PELSB, in a position providing instruction to children in a prekindergarten or early learning program pursuant to MN Statutes 179A.03, or are otherwise defined as teachers in MN Statutes 179A.03.

**ARTICLE II
COPIES OF RECORD**

There shall be two (2) signed copies of the final Agreement for purposes of record; one (1) retained by the School District and one (1) by the Association.

**ARTICLE III
STATUTORY RESPONSIBILITIES AND OBLIGATIONS OF THE SCHOOL DISTRICT**

Section 1. Management, Rights, and Responsibilities: All teachers covered by this Agreement shall perform the teaching and other professional services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by properly designated officials of the School District. The School District and its properly designated representatives have the obligation and duty to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

Section 2. Effect of Laws, Rules, and Regulations: All teachers covered by this Agreement, the School District and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal Laws, rules and regulations of the United States Department of Education, Minnesota Department of Education, and valid rules, regulations, and orders of all other State and Federal governmental agencies. Any provision of this Agreement herein found to be in violation of any such laws, rules, regulations, or order shall be null and void and without force and effect. The School District has the obligation and authority to comply with any such law, rule, regulation, and order.

Section 3. Meet and Negotiate: The School District agrees not to meet and negotiate with any teachers' organization

other than the BEA, as long as the BEA is the exclusive representative of the teachers of Independent School District 191 as defined in P.E.L.R.A. The exclusive representative recognizes the School Board's inherent rights as defined in P.E.L.R.A.

Section 4: Reservation of Responsibilities and Obligations: It is further understood that the foregoing enumeration of the School District's responsibilities and obligations is not exclusive and the School District expressly reserves all its statutory authority not expressly delegated in this Agreement.

ARTICLE IV TEACHER RIGHTS

Section 1. Rights in this Agreement: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions of 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 Association, nor shall it be construed to require any teacher to perform labor or services against his/her will.

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

Section 3. Meet and Confer Committee: Recognizing that teachers have the right to meet and confer with the School District regarding any and all policies and practices of the School District, the School District agrees to work with the BEA president to establish topics, format and schedule for the coming school year.

Section 4. Dues Check Off: Effective July 1, ~~2020~~ 2025, any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the School District an assignment authorizing deduction of membership dues in the Association, including Education Minnesota and the National Education Association. The Association will notify the District by September 15, each year the amount of dues to be deducted. Pursuant to such authorization, the School District shall deduct one ~~seventeenth (1/17)~~ ~~eighteenth (1/18)~~ of such dues from each regular salary check of the teacher beginning in mid-October and ending ~~in mid-June~~ June 30 of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by ~~mid-June~~ June 30.

Section 5. Substitute Teachers If an assignment requires a substitute teacher to work more than fourteen (14) hours per week and for more than thirty (30) consecutive days per year for the same teacher, the position shall be filled with a teacher hired by the district for the duration of the assignment. That teacher automatically becomes for the duration of that assignment a member of the appropriate unit covered by this Agreement. In such instances, daily pay shall be calculated by placing the teacher appropriately on the salary schedule per Article V, Section 1, and sick absence shall be accrued at the rate of one (1) day per month.

Section 6. Payment to Association: With respect to sums deducted by the School District in Section 4 hereof, the School District agrees to remit to the Association said amounts promptly each month accompanied by an alphabetical list of teachers from whom such deductions have been made.

Section 7. Association Representatives: Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations. An Association representative shall check with the building principal's office upon entering the building.

Section 8. Buildings and Facilities: The Association shall have the right to use school facilities and equipment,

including typewriters, computers, e-mail, voicemail, fax machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use.

The Association shall pay for the cost of all materials and supplies incident to such use, and the School District reserves the right to assess charges for such usage consistent with the School District practice relating to private organizations. The user shall request equipment from the responsible individual and have time and use determined when checked out.

Section 9. Bulletin Boards: The Association shall have the exclusive right to post notices of activities and matters of Association concern on an Association bulletin board, at least one (1) of which shall be provided in each school building. The Association shall have the right to use the District mail service and teacher mailboxes for communications to teachers and the School District shall have an Association mailbox in the building designated by the Association; such communication to be unimpaired and uncensored.

Section 10. Information: The School District agrees to furnish to the Association information concerning the financial resources of the District, annual financial reports and audits, after official adoption at a regular School Board meeting, register of certificated personnel, and agendas and minutes of all Board meetings. In addition, by October 1 of each school year, the District shall provide in electronic form to the Union census and membership data; names, social security numbers, starting and ending employment dates, addresses, telephone numbers, birthday (not including the year of birth), full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed; and salaries paid thereto. This information will be provided in a timely fashion upon request to the Union president. The District will notify the Union president of all new hires and departures in the bargaining unit within three (3) weeks of hire and departure. In addition, the Association president or designee shall be provided with a Board packet of information as is provided by the District for members of the media.

Section 11. Teacher Organization Absence

- Subd. 1. The exclusive representative shall have twenty-five (25) non-cumulative days credited to it at the beginning of each school year. Four (4) non-cumulative additional days shall be granted the exclusive representative for purpose of cooperative lobbying efforts in coordination with the Board of Education and District Administrators.
- Subd. 2. The Association president shall designate the individuals and dates involved by notifying the Executive Director of Human Resources or designate at least three (3) days prior to the absence.
- Subd. 3. Up to five (5) teacher representatives shall be allowed to attend mediation or arbitration sessions, at no loss of pay, when ordered by the Bureau of Mediation Services.
- Subd. 4. Additional days may be purchased by the Association at substitute teacher reimbursement rates.
- Subd. 5. The BEA president shall be released full-time without loss of pay, benefits, or seniority in order to conduct duties as President. The teacher serving as BEA president shall retain all rights to his/her assignment held in the school year prior to the release time. The BEA shall compensate the district 50% of the average salary and benefits of the teacher's unit per year. The BEA agrees to notify the District by April 1st of each year as to who this individual will be for the following year.

Section 12. Just Cause, Obligations and Professional Conduct:

- Subd. 1. The teacher shall adhere to the set of principles which define professional conduct. The School District shall not take any disciplinary action, including adverse evaluation and reduction of compensation, with respect to any teacher without just cause.
- Subd. 2. The School District shall draw a teacher's attention to the lack of professional conduct in the

following ways:

- a. Coaching and non-disciplinary corrective actions including:
 - i. Informal conversation with supervisor
 - ii. Communication via e-mail outline expectations, supports and directives
 - iii. Written documentation of Verbal Warning
 - iv. Written Warning
- b. Discipline actions including:
 - i. Written Reprimand
 - ii. Suspension without pay
 - iii. Letter of Deficiency
 - iv. Loss of salary increase for substandard performance
 - v. Discharge per M.S. § 122A. 40.

Use of items "a" to "b" above need not be in progressive order; dependent on the frequency and severity of the lack of the professional conduct any or all of the above corrective actions or forms of discipline may be used.

Subd. 3. The following information will be provided with notice of disciplinary action:

- a. a review of the rule, regulation, code, policy, etc. that defines the expected behavior;
- b. a description of the inaction or failure of the employee to comply with the expectation, including an outline of previous oral or written reprimands;
- c. a reference to the grievance process as defined in the Master Agreement; and
- d. notice that the Association President will be copied any suspension without pay, notices of deficiency, loss of salary increase, or notice of discharge unless the teacher objects in writing within ten (10) calendar days; any grievance in this category would begin at Level III.

ARTICLE V COMPENSATION

Section 1. Status of Salary Schedules: The salary schedules contained in Appendix **A C** are adopted by the School District for the term of this Agreement. The salary schedule is not to be construed as a part of the continuing contract and the schedule contained herein is no longer applicable after June 30, **2023 2027**. In the event that a new Agreement has not been mutually adopted by July 1, **2023 2027**, teachers will be covered under M.S. § 122A. 40 and the salary for **2022-2023 2026-2027** will be that stipulated on the individual contract for **2023-2024 2027-2028** until a new Agreement is reached subsequent to July 1, **2023 2027**, and the conditions of the new Agreement will determine salaries for **2023-2024 2027-2028**.

Section 2. Licensure: Each teacher must submit a copy of a valid Minnesota teacher's license, and an official transcript of all college credits. This material will be kept on file in the District office during the entire time that the teacher is employed in the school system.

Subd. 1. Effective until January 1, 2019, teachers hired on or after July 1, 2010 must maintain the certifications on their license in place at the time of hire for the duration of their career in the district. Failure to maintain such certifications in place at the time of hire, will result in termination, effective at the conclusion of the school year during which the certification is surrendered.

Subd 2. In the event a teacher does not have a current, valid license by the first day of class of a given year, he or she will not be allowed to teach, will not be paid and will not receive benefits until such time a current, valid license has been printed as documented on the MDE website.

- Subd. 3. In the event a teacher does not have a current, valid license by October 15th of a given year, he or she will be terminated immediately.
- Subd 4. A teacher may petition the Executive Director of Human Resources by August 15th if the teacher believes that their license will not be renewed prior to the first day of class. If evidence supports that the Department of Education caused the delay in issuing the license, the Executive Director of Human Resources may waive Subd. 2 and Subd. 3.

Section 3. Initial Placement:

- Subd. 1. Credits: All credits to be counted for initial placement must be earned after licensure to teach, except as noted below.
- a. Credits earned as part of a specific post-baccalaureate program to provide teaching licensure shall be counted toward lane placement.
 - b. If an advanced degree is obtained before licensure, that degree counts only if it is in a field directly related to license(s) held and/or the assignment for which he or she was hired.
 - c. Persons hired with two (2) Bachelor's degrees may be credited with a lane advancement at the time of initial employment.

Subd. 2 Step placement:

- a. A teacher new to ISD 191 may be placed on a step of the salary schedule at the discretion of ISD 191.
- b. Experienced teachers new to ISD 191 shall receive credit for up to five (5) years for past teaching experience in public schools on a year for year basis, and appropriate lane placement. Such experience must have been gained within the last seven (7) years.
- c. Additional experience may be granted upon the discretion of the Executive Director of Human Resources or designate, for past teaching experience in public schools if the experience specifically benefits both parties. Such other types of experience as teaching in non-public schools, teaching in colleges, trade and industry activities, specialized work requiring technical skills and training, etc., may be counted. Such experience, if allowed, must have been within the immediately preceding years.
- d. Outside experience will be counted for full academic years only of actual teaching or related services.

Section 4. Credits allowed for lane placement or advancement: **(The language in this section will expire June 30, 2026)**

- Subd. 1.
- a. Degree credits are part of a teaching or administrative degree program; i.e. recognized by an accredited graduate school.
 - b. Graduate degrees earned exclusively on-line must be from an accredited graduate school.

- Subd. 2. Program credits are not part of a teaching degree program but reflect intent to improve content knowledge specific to assignment or pedagogical skills.

Section 4. Credits allowed for lane placement or advancement: **(The language in this section will take effect July 1, 2026)**

Subd. 1.

- a. Degree credits are part of a recognized graduate-level teaching or administrative degree program and must be conferred by an accredited university or college. The institution must hold regional accreditation from one of the regional accrediting bodies recognized by the Council for Higher Education Accreditation and the U.S. Department of Education.
- b. Graduate degrees earned exclusively on-line must meet the criteria in Subd 1.a.

Subd. 2. Non-degree Program credits are not part of a teaching degree program but are intended to improve content knowledge specific to assignment or pedagogical skills. Such credits must be:

1. Graduate-level coursework;
2. Conferred by an accredited, regionally recognized university or college as defined in Subd 1.a;
3. Awarded for courses that include a verifiable syllabus, established academic rigor, and documented assessment (e.g., final project, paper, or exam); and
4. Not derived from courses designated as continuing education units (CEUs), professional development hours (PDH), or equivalent credits that lack a traditional graduate-level transcript and grading system.

Subd. 3. Professional credits are not part of a teaching degree program but are intended to improve content knowledge specific to assignment or pedagogical skills. Such credits must be:

1. Graduate-level coursework;
2. Conferred by an accredited, regionally recognized university or college as defined in Subd 1.a;
3. May be offered through a third-party vendor such as Siedow.
4. Shall not exceed 30 quarter credits maximum towards career lane advancements.

Section 5. Credits disallowed for lane placement or advancement:

- Subd. 1. Credits older than five (5) years unless part of a degree program.
- Subd. 2. Undergraduate credits earned prior to teacher licensure.
- Subd. 3. In-service credits obtained while in employment outside District 191.
- Subd. 4. Credits earning lower than a C grade.

Section 6. Lane Changes or advancement: (The language in this section will expire June 30, 2026)

- Subd. 1. Credits must be pre-approved in writing in Human Resources.
- Subd. 2. Credits may be used only once for lane advancement.
- Subd. 3. Teachers eligible for a lane change must file a lane change request form which shall list previously approved courses to be used for the lane change.
- Subd. 4. Upon verification of the completion of coursework (e.g., college transcript), a lane change will be retroactive to the date of completion of the course work. In no instance shall the date of retroactivity exceed six months.
- Subd. 5. In-service credits may be assigned for instruction or professional activities for which no college credits are given. Approved in-service credits are defined by the Executive Director of Human Resources, including quarter credit values.

Subd. 6. Prior to denying credits for lane change or reimbursement, the Assistant Superintendent and President of the BEA will review the proposed coursework and make a recommendation to the Executive Director of Human Resources.

Section 6. Lane Changes or advancement: **(The language in this section will take effect July 1, 2026)**

Subd. 1. Pre-Approval Requirement

- a. All credits submitted for lane advancement, including non-degree program credits and in-service credits, must be pre-approved in writing in Human Resources.
- b. The request for pre-approval must include the institution name, course title, course description or syllabus, credit value, and verification that the course is offered by a regionally accredited institution as defined in Section 4, Subd 1.a.

Subd. 2. Credit Usage and Retroactivity

- a. Credits may be used only once for lane advancement.
- b. Teachers eligible for a lane change must file a lane change request form which shall list previously approved courses to be used for the lane change.
- c. Upon verification of the completion of coursework (e.g., college transcript), a lane change will be retroactive to the date of completion of the course work. In no instance shall the date of retroactivity exceed six months.

Subd. 3 In-Service Credits

In-service credits may be assigned for instruction or professional activities for which no college credits are given. Approved in-service credits are defined by the Executive Director of Human Resources, including quarter credit values.

Subd. 4. Review Process

Prior to denying credits for lane change or reimbursement, the Assistant Superintendent and President of the BEA will review the proposed coursework and make a recommendation to the Executive Director of Human Resources.

Section 7: Credits disallowed for lane changes:

Subd. 1. Credits older than five (5) years unless part of a degree program.

Subd. 2. Undergraduate credits earned prior to teacher licensure.

Subd. 3. In-service credits obtained while in employment outside District 191.

Subd. 4. Credits earning lower than a C grade.

Section 8. Reimbursable Credits:

Subd 1. Teachers hired prior to July 1, 2014, a maximum of one-half (1/2) of the equivalent of the annually adjusted graduate level tuition of the U of MN, College of Education for approved coursework appropriate to the area of the teacher's assigned responsibilities or taken with the intent of becoming highly qualified in a needed licensure area taken beyond the M.A. + 60/Specialist will be paid by the School District subject to Subd 3:

Subd 2. Teachers hired after July 1, 2014, a maximum of \$2,000 tuition costs for approved

coursework appropriate to the area of the teacher's assigned responsibilities or taken with the intent of becoming highly qualified in a needed licensure area taken beyond the M.A. +60/Specialist will be paid annually by the School District subject to Subd 3:

Subd 3. Criteria:

- a. Courses must carry prior approval by the Executive Director of Human Resources.
- b. Payments are for tuition only.
- c. Tuition payments apply only for college credits obtained and shall be made after verification of the satisfactory completion of the course(s).
- d. Tuition payments will not be made for work taken while on a regular leave.
- e. The teacher may elect either the A/F or S/N grading system. A grade no lower than a C or an S must be earned.

Section 9. Professional Growth/Step Advances:

- Subd. 1. Step advancement is granted at the beginning of the academic year, provided each teacher has completed a year of satisfactory service.
 - a. Teachers, K-12, who work 1104 hours (three-fourths full time) or more of satisfactory service shall advance each year.
 - b. Teachers, K-12, who work fewer than 1104 hours shall advance when experience earned equals three-fourths (3/4) year or more and is in consecutive years unless separated by an approved leave. All fractions over three-fourths (3/4) are dropped in calculating cumulative experience.
- Subd. 2. Probationary teachers shall be evaluated according to statute using the District's Teacher Development and Evaluation instrument. Notification that a probationary employee's contract will not be renewed shall be given according to statutory timelines.
- Subd. 3. Consistent with M.S. 122A.40 Peer Review, continuing contract (tenured) teachers shall be reviewed by their peers consistent with the Performance Appraisal System adopted by the Board of Education. A continuing contract teacher shall be deemed to have had a year of satisfactory performance unless that employee has been given notification, in writing, of substandard performance by January 1 and prior to March 1 of that year, the employee has had the opportunity to have consulted and worked with immediate supervisors in raising the level of job performance.
- Subd. 4. After the procedures set forth in Subd. 2 above have been followed and assuming dismissal proceedings have not been instituted, a licensed employee who has had a year of unsatisfactory performance will not be granted a salary increase.

Section 10. Successive Years on the Same Step: If a teacher remains for more than one (1) year at any given step for any reasons, none of the repeat years at that step qualifies for step advancement in that or any other lane. If eligible, career teacher compensation pay shall be paid but added to current placement if the above sentence is applicable.

Section 11. Career Teacher Compensation

- Subd. 1. In the fifteenth year of service to the School District 191, a teacher shall receive the first career step. In the twentieth year of service to the School District 191, a teacher shall receive the second career step. (See Appendix C)
- Subd. 2. See Article V, Section 10 for teachers on same step for successive years.
- Subd. 3. A year of employment for career teacher compensation purposes shall be any year for which

the teacher received step advancement under that Master Agreement or policy. (Effective 1987).

- Subd. 4. A year of experience within the School District is one in which a teacher has worked in a position covered by this collective bargaining agreement at least 1104 contracted hours.
- Subd. 5. A teacher who works at least 1104 contracted hours in consecutive years also gains a year of experience. Part years separated by an approved leave shall accumulate toward a year of experience credit.
- Subd. 6. To be eligible for career teacher compensation steps, the service must have been rendered in District 191. A break in seniority will zero out the years of service credit.
- Subd. 7. Exceptions to Subd 6. are exchange teaching and teaching while on professional leave. Subdivisions 3, 4 and 5 remain applicable.

Section 12. Part-day Licensed Employee Compensation: Part-day licensed teachers shall receive pay based on the comparison of the student contact time with that of full-time teachers at the same level of instruction. Part-day licensed teachers shall receive preparation and professional time in the same proportion as that of a full-time teacher at the same level of instruction.

Section 13. Prep Reimbursement for Traveling Teachers:

- Subd. 1. Teachers who are assigned to more than one school in a given day, shall receive preparation, lunch and instructional time in the same proportion as that of a teacher with an equivalent assignment at a single location. Adequate time shall be given for travel from one location to another.
- Subd. 2. Teachers who travel and receive additional annual FTE will not be assigned before school or after school supervision duties but may still be required to attend meetings.
- Subd 3. Teachers who do not have prep time equivalent to 5 minutes for every 25 minutes instruction will be compensated for the loss prep time an additional .2 annual FTE prorated for the period of time they work that schedule.
- Subd. 4 Teachers who qualify for Subd. 3 and exceed 12 minutes of missed prep per day for the semester shall receive an additional \$3,500. Alternating days or quarter only assignments shall be compensated at \$1,750.

Section 14. Pay Dates and Deductions:

- Subd. 1. The final payroll check may be withheld by the School District until all required reports are submitted.
- Subd. 2. Teachers under continuing contract shall receive their salary payments via direct deposit within the following options:
 - a. 1/24 of their annual salary on each of the first nineteen (19) pay dates and 5/24 of their annual salary on the 20th pay date.
 - b. 1/24 of their annual salary on each of the twenty-four (24) pay dates.
- Subd. 3. Options once made are final for the entire school year. Returning teachers shall retain the same option for each year as they selected in the preceding year unless Accounting is

notified in writing to the contrary by August 15 of each year of the contract, in individual cases.

- Subd. 4. Teachers new to the District and beginning on the first working contract day will have their first pay date on September 15 or on the Friday preceding September 15 if it should fall on a week-end. Teachers new to the District will receive 1/23 of their annual salary on each of the 23 pay dates.
- Subd. 5. Teachers hired prior to April 1 will have their pay for each pay date determined by spreading the pay over the remaining pay dates ending in mid-August. Teachers employed on or after April 1, will have their pay for each pay date determined by spreading the pay over the remaining pay dates ending in mid-June each year.
- Subd. 6. For returning teachers, the first pay date of each school year shall be the last working day of August. Pay dates shall be the 15th and last day of each month. If the date falls on a weekend or holiday, the pay date shall be on the first banking date prior to the weekend or holiday.
- Subd. 7. The District shall make available voluntary payroll deductions for the National Education Association (NEA) Political Action Committee (PAC).

Section 15. Tax Sheltered Annuities, Qualified Retirement Plans and Deferred Compensation Plans: Tax sheltered annuities, qualified retirement plans and deferred compensation plans, either variable or fixed, shall be made available to teachers. District matches as described in Article XII, Section 9 will only be made to approved 403(b) plans. Regulations and procedures are available in the Human Resources Office (see Article XII, Section 9).

- Subd. 1. TSA payments deducted from payroll shall be sent to vendors within five (5) business days of each deduction.
- Subd. 2. Board policy and regulations will be updated annually for compliance with State/Federal Laws.

Section 16. Flexible Benefit Plan: Regulations and procedures are available in the Human Resources Office. Board policy and accompanying regulations will be updated annually to comply with IRS Regulations.

Section 17. Rolling Window: If a teacher has been misplaced on the salary schedule, the teacher has a two-year rolling window to make corrections. If it is found that the teacher has been misplaced on the salary schedule, the recalculation period will go back two years from the time that the Executive Director of Human Resources is made aware of the problem.

ARTICLE VI EXTRA COMPENSATION

Section 1. Co-Curricular Assignments: Effective July 1, 2020, stipends are negotiated by position as identified in Appendix C-3 and will apply only to ISD 191 teachers.

- Subd. 1. Vacancies shall be posted at least seven (7) days prior to filling the vacancy.
- Subd. 2. The assignments for stipend positions are appointed by the administration.
- Subd. 3. Stipend pay shall be issued in equal payments over the duration of the assignment commencing on the pay date following fifteen (15) days of co-curricular assignment and ending on the pay date following completion of the co-curricular assignment. Errors in

payments will be corrected on the pay date following detection of the error.

- Subd. 4. Longevity: Effective July 1, 2004 2026, after completing seven (7) years as a head coach or chief advisor for a single activity (male/female), the coach or advisor will receive an additional longevity increment equivalent to 5% of the stipend amount.

~~Subd. 5. M.S. §122A. 58 shall apply to all licensed coaches.~~

Section 2. Pro-rated Assignments: Pro-rated pay is paid to teachers who are assigned work beyond or before the regular contract year at duties similar to their work year assignment and to vocational education teachers who are eligible to receive categorical funding for their salaries.

- Subd. 1. Pro-rated pay is calculated on the previous year's salary using an 8-hour day for work prior to July 1, and on the next year's salary for work July 1 or later.
- Subd. 2. Activities appropriate for prorated pay for vocational education teachers may include direct student contact, curriculum writing and attendance at workshops approved for vocational education licensure.

Section 3. Stipends for Additional Certification:

A. Full-time (1.0 FTE) Speech Pathologists who provide the District with a copy of their Certificate of Clinical Competence issued by the American Speech and Hearing Association will receive a stipend of \$2,500 per school year, provided the copy is received by January 31st of each year. A part-time Speech Pathologist who obtains such certification shall be paid a prorated portion of \$2,500 based on the percentage of full-time work employed.

B. Full-time (1.0 FTE) licensed school nurses shall be paid a stipend of \$1,000 per year. A part-time school nurse shall be paid a prorated portion of \$1,000 based on the percentage of full-time work employed.

C. Full-time (1.0 FTE) social workers who are Licensed Independent Clinical Social Workers (LICSW) through The Association of Social Work Boards (ASWB) shall be paid a stipend of \$1,000 per year. A part-time school social worker who obtains such a certification shall be paid a prorated portion of \$1,000 based on the percentage of full-time work employed.

D. Full-time (1.0 FTE) school psychologists who are **Nationally Certified School Psychologist (NCSP)** through the National Association of School Psychologists (NASP) shall be paid a stipend of \$1,000 per year. A part-time school psychologist who obtains such a certification shall be paid a prorated portion of \$1,000 based on the percentage of full-time work employed.

E. A full-time (1.0 FTE) occupational therapist who is an **Occupational Therapist Registered (OTR)** through the National Board for Certification in Occupational Therapy (NBCOT) shall be paid a stipend of \$1,000 per year. A part-time occupational therapist who obtains such a certification shall be paid a prorated portion of \$1,000 based on the percentage of full-time work employed.

F. Full-time (1.0 FTE) physical therapists shall be paid a stipend of \$1,000 per year. A part-time physical therapist shall be paid a prorated portion of \$1,000 based on the percentage of full-time work employed.

G. A teacher who has master's degree or higher in the subject taught OR a master's degree or

higher in another discipline + 18 graduate credits in the subject taught and is assigned to an Associates of Arts (AA) level class shall be paid a stipend of \$1,000 per year ~~regardless of the number of for each new~~ AA courses taught. Duplicate courses count as 1 course.

Section 4. Hourly Assignments: Hourly pay is negotiated for type of work, as identified in Appendix C-4.

Section 5. Minor Administrative Assignments: Minor administrative assignments shall include, but not be limited to, athletic coordinators, PAC manager, area leaders, computer facilitators, and administrative assistants. The Executive Director of Human Resources shall determine stipends for minor administrative assignments within sixty (60) days of the ratification of the new Master Agreement.

Section 6. Mileage: Staff members who receive prior authorization to use their personal cars for school business shall be reimbursed at the rate in effect according to District policy. Requests for reimbursement should be made monthly, but must be made ~~quarterly~~ within 60 days or claims are forfeited.

Section 7. Voluntary: Acceptance of any position described in this Article shall be voluntary.

Section 8. Docking: Instances of absence without pay will call for deduction of salary on a pro-rata basis with a minimum of one-half (½) day.

Section 9. Overloads: An Overload is defined as instruction within one school program that exceeds the number of minutes of class instruction fully covered by available preparation (prep) time. When a teacher teaches between school programs Article V, Section 13 applies. When a teacher accepts an overload assignment, the employee shall receive additional compensation for the length of that assignment. Compensation for one semester shall be \$2,000 per semester plus calculation for lost prep time per semester for the addition of a current course offering or \$3,500 per semester plus calculation for lost prep time per semester for the addition of a new course offering.

ARTICLE VII GROUP INSURANCE

Section 1. Health and Hospitalization Insurance Options:

- Subd. 1. ~~Effective July 1, 2011,~~ For all teachers who have a full-time assignment, who are employed by the School District, who qualify for and are enrolled in the health care insurance plan, the School District will contribute the equivalent value of 95% of the single, (composite) premium. The composite premium shall be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby the HRA and the in-network deductible equals the in-network out of pocket maximum. The remainder shall be borne by the employee. Effective at the start of the 2006-2007 school year, Full-time assignment, for insurance purposes as outlined in this Section, shall mean thirty (30) hours per week.
- Subd. 2. ~~Effective July 1, 2011,~~ A teacher with dependent coverage shall contribute the equivalent value of 20% of the monthly, composite premium as defined in Subd. 1. The balance of the premium shall be paid by the District.
- Subd. 3. Effective with the March 15, 2010 paycheck, when a teacher and his/her spouse are both employees of the district and are enrolled in dependent coverage, one of the employees will contribute an amount equal to that those with single coverage contribute.
- Subd. 4. Except as listed below, teachers working at least 20 hours per week but less than 30 hours per week shall contribute 30% of the premium for dependent coverage., effective July 1, 2006. Effective July 1, 2010, teachers working at least 20 hours per week but less than 30

hours per week shall contribute the equivalent value of 30% of the composite premium for dependent coverage. The balance shall be paid by the District.

Exceptions as listed below receive health insurance contributions as per Subd. 2.

- a. teachers on parental leave, working at least .5
- b. teachers hired prior to July 1, 2006 with a .5 or greater contract
- c. teachers with a .5 contract prior to July 1, 2006, who temporarily accept an assignment greater than .5, have the right to return to .5 with benefits as per a full-time employee as outlined in Subd. 2.

- Subd. 5. The balance of any additional premium for optional single or dependent District plans shall be paid by the teacher.

Section 2. Life Insurance and Accidental Death and Dismemberment Coverage:

- Subd. 1. Teachers employed fewer than 20 hours per week shall not receive life insurance coverage.

- Subd. 2. Life insurance and accidental death and dismemberment insurance in the amount of \$50,000 shall be carried by the School Board for each full-time teacher, who is qualified for and enrolled in the school district's group life and accidental death and dismemberment plan.

Section 3. Income Protection:

- Subd. 1. Teachers employed fewer than twenty (20) hours per week shall not receive income protection benefits.

- Subd. 2. Disability pay and qualifying period will be governed by the policy in effect. Coverage will be no less than 60% of the base pay when coordinated with other sources of income as described in the insurance policy.

- Subd. 3. After a teacher has been ill for the qualifying period, not to exceed 90 working days, the teacher will use fractional sick absence, if accumulated, for one-third (1/3) day, subject to Subd. 2 above together with the income protection plan for an additional sixty (60) fractional days. An employee who does not wish to use sick days must make the request in writing prior to using fractional sick leave. A maximum of twenty (20) full sick days per illness may be used by the teacher in this manner. When such sick absence is used to supplement income protection, it shall be counted as fractional days worked and be credited toward step advancement on the salary schedule. In no case shall total payment exceed one (1) day's gross pay.

- Subd. 4. As of June 30, 2002, any teacher who has been on long-term disability for more than one year may choose one of the following options:

- a. Retire and receive severance and retiree health insurance (if eligible) as per the Master Agreement or
- b. Continue to receive employee health insurance benefits until eligible for full retirement in lieu of severance and retiree health insurance.

For those who choose to retire under option A above, the minimum age requirement for severance and retiree insurance benefits (55) will be waived. Article XII, Section 2, Subdivision 1 does not apply.

- Subd. 5. Effective July 1, 2002, teachers who anticipate an extended absence due to a long-term disability shall apply for and will be granted up to a one-year Medical Leave of Absence. The District will continue to make contributions to insurance as per Article VII, Section 1,

while the teacher is on medical leave. If a teacher has met the years of service requirement described in Article XII, Section 2, the teacher will receive severance at the time of resignation. In the event a teacher is so physically or mentally incapacitated that they are unable to make a decision, the district will work with the power of attorney and/or next of kin to address employment decisions. Teachers who resign following a year's leave of absence due to disability, will receive a \$500 contribution to their account with the Post-Retirement Healthcare Savings Plan administered by the Minnesota State Retirement System. Terminated teachers will not be eligible for severance. Teachers can continue to participate in health insurance at their expense. For retirement option, see Article XII.

Section 4. Dental: The District will provide single coverage dental insurance for each full-time teacher who is employed by the School District, who qualifies and is enrolled in the School District base plan. Dependent coverage will be provided to full-time teachers, an employee contribution of \$5.00 per month. Effective July 1, 2004, the teacher contribution for dependent dental insurance shall be \$15.00 per month.

Section 5. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy provided by the School District pursuant to this Article.

It is further understood that the School District's only obligation is to provide an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits.

Section 6. Duration of Insurance Contribution: An employee is eligible for School District contributions as provided in this Article as long as the employee is employed by the School District. Except as otherwise provided in this Agreement, upon termination of employment, all School District participation and contribution shall cease, effective on the last working day. However, terminated employees may continue coverage in the group plan, at the employee's expense, pursuant to COBRA extensions provided in state and federal statutes.

ARTICLE VIII LEAVES OF ABSENCE

Section 1. Sick Leave: When the District has reason to believe that leave is being abused or misused, it has an obligation to investigate and take appropriate action to prevent or remedy the misuse.

- Subd. 1. Each year, all full-time teachers shall earn sick leave at the accumulative rate of 120 hours at the beginning of each school year. Teachers hired after the first day of the school year shall have the 120 hours prorated based upon the number of days missed divided by 184 days. Part-time teachers shall accrue and be eligible for such benefit on a pro-rata basis.
- Subd. 2. Effective July 1, 2024. Teachers hired prior to July 1, 2024 may accrue unused Sick Leave may accumulate to one thousand four hundred forty (1,440) hours. Teachers hired after June 30, 2024 may accrue unused Sick Leave to one thousand (1,000) hours.
- Subd. 3. When a teacher has exhausted Sick Leave, the teacher shall have 1/184th of salary for each day of absence deducted from a subsequent payroll.
- Subd. 4. In the event the illness or injury necessitates absence beyond the qualifying period, income protection insurance will ensue in accordance with the existing policy. Excess days, if any, will be available upon return.
- Subd. 5. Teachers currently under contract and employed during summer school may use accumulated Sick Leave if necessary. Such days shall be deducted on a pro-rata basis rounded to the

nearest tenth.

- Subd. 6. Any employee who is absent because of injury, who deserves compensation under Minnesota Worker's Compensation Act, shall receive from the Board the difference between the allowance under the Act and his/her regular salary for a period of time that funds from his/her accumulated sick absences will provide on a prorated basis, or until he/she is eligible for long term disability.
- Subd. 7. Sick Leave may be used according to MN Statute 181.9447. 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. 8. 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. 9. 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 2. Personal Absence: The purpose of personal absence is to provide protection for the teacher so that the employee not suffer income loss for personal affairs. Teachers should not accept a position with another employer knowing that the schedule of that employer is likely to conflict with the established work schedule of the district.

Subd. 1. Procedure:

- a. A teacher planning to use personal absence shall notify the Human Resources Office at least forty-eight (48) hours in advance except in the case of an emergency approved as such retroactively by the Executive Director of Human Resources.
- b. Bereavement absence not covered under Section 3 4, Subds. 1 and 2, of the bereavement absence policy or family illness absences is automatically allowable for personal absence.
- c. Failure to provide timely notification may result in discipline.

Subd. 2. Limitations:

- a. Personal absence days may not be used to earn income from another employer.
- b. No more than (2) licensed staff or five percent of the staff, whichever is greater, at any site may use personal absences on a particular day. Personal days will be granted based on the order requested at the site.

- c. Personal absence shall not be granted for appearing before governmental bodies in which the petitioner for personal absence is a participant to any degree, including membership in an organization, in any action brought against the Board of Education of District 191.
 - d. In addition to b and c above, personal absence is not to be used for vacation, recreation or leisure-time activities when taken sequentially with a general absence, the day prior to and the day following winter and spring breaks or during the first and last week of the teachers' / work year. Reasons must be given when a personal absence falls sequentially with a general absence or during the first and last week of the teachers' work year. On the days specified, personal absence is for personal affairs, the time and occurrence of which are not within the teacher's control but the nature of which requires the teacher's presence.
- Subd. 3. At the beginning of each school year, each teacher shall be credited with two (2) days, cumulative to three (3) to be used for the teacher's personal absence. Part-time teachers shall accrue and be eligible for such benefits on a prorated basis.
- Subd. 4. Beginning in the 20th year of employment as defined on the seniority list with the district, each teacher shall be credited with three (3) days, cumulative to four (4) to be used for teacher's personal absence.

Section 3 Bereavement Absence:

- Subd. 1. 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 family. For purposes of this Agreement, family includes a spouse, children, parents, siblings, grandparents, grandchildren, aunts, uncles, nieces, nephews or the equivalent. ~~The Superintendent 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.~~ Earned Sick and Safe Time (ESST MN statute 181.9446) may be used for additional bereavement days. The Executive Director of Human Resources may 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.

If an individual is using ESST for bereavement, it can be used for:

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. 2. If a teacher has exhausted all accrued personal days in a given school year, he or she may use (3) sick days per year to attend the funeral of a person with whom they have a significant relationship.

Section 4. Civic Duty Leave:

- Subd. 1. Involuntary appearances (i.e., where the employee or an organization in which the employee is a member has not initiated the action) for appearances before governmental bodies, for

jury duty, or for military duty (by appropriate orders) shall carry regular compensation from the District. Working as an election judge is a voluntary activity. Teachers who choose to serve as election judges on a scheduled work day must request personal leave to do so.

- Subd. 2. Any remuneration for such appearances shall be deducted from the employee's regular pay from the District with the exception of ordered military service, which is subject to federal law. To receive regular pay the employee must provide to Human Resources verification of hours of on-site duty. Any sum for travel expense shall be retained by the employee.
- Subd. 3. Any other political leave shall be granted in accord with appropriate statute.

Section 5. Organizational Leave:

Members of the bargaining unit who assume a full-time, paid officer position in Education Minnesota, the National Education Association, or the American Federation of Teachers shall be granted annual leave for the duration of their term in office. Such leave shall not count against the 3 year general leave limit.

Section 6. Professional Absence:

- Subd. 1. Teachers may be allowed to attend, with full pay, professional meetings and other activities of a professional nature upon the advance approval of a site's staff development committee. That committee shall determine in advance what expenses, if any, shall be paid by the site.
- Subd. 2. When staff development money is not available from the site staff development committee, the site staff development committee may authorize the teacher to buy Professional Development days at the current rate of experienced substitute pay per half day of absence.
- Subd. 3. The school assumes the responsibility for the substitute teacher in any approved absence.
- Subd. 4. When teachers attend meetings on behalf of the School District and upon the instructions of the administration, expenses shall be paid by the School District.
- Subd. 5. Exclusive representatives and similar organizations and their affiliate meetings and conferences do not qualify for professional absence unless their content is judged to be directly contributory to the instructional program.

Section 7. General Absence:

- Subd. 1. Effective July 1, 2016, a maximum of five (5) days of general absence without pay may be requested by each teacher.
- Subd. 2. No more than 2% of staff shall be granted such absence at any one time. Absence shall be granted in the order of application.
- Subd. 3. General absence exceeding five (5) days or 2% of staff shall be granted only at the discretion of the Executive Director of Human Resources.
- Subd. 4. A minimum of five (5) days notification shall be given by the teacher to the Human Resources Office to be eligible for such leave.
- Subd. 5. Such absence will not be granted during the first two (2) weeks of school or the last week of school. Exceptions for emergencies may be approved at the discretion of the Executive Director of Human Resources. be used for vacation, recreation or leisure-time activities. General absences are not allowed the day prior to and the day following winter and spring

breaks or during the first and last week of the teachers' work year. Exceptions may be approved at the discretion of the Executive Director of Human Resources.

Section 8. General Leave of Absence:

- Subd. 1. Teachers may apply for a general leave without pay or fringe benefits for the following year by January 15th. Such application shall be in writing, to the Executive Director of Human Resources. Such leave shall be at the discretion of the Board of Education.
- Subd. 2. Approved leaves allow the employee to continue to accrue seniority but not step or career advancement. The employee may participate in District health, dental and life insurance plans at the employee's expense.
- Subd. 3. A teacher shall inform in writing, the Executive Director of Human Resources by February 1 of plans to return the coming school year. If a teacher has exhausted their general leave and has not been granted a leave for the coming school year, the teacher must return to work, or employment will be terminated.
- Subd. 4. A teacher is limited to general leaves in no more than five (5) school years regardless of the FTE of the leave.
- Subd. 5. A teacher may apply for an extended leave of absence for at least three but no more than five years of absence pursuant to MN Statute 122A.46.

Section 9. Paid Parental Leave:

- Subd. 1. The start of a physical disability absence for pregnancy, delivery, and recovery from childbirth shall be determined by the teacher's physician or certified health care professional. The end of a physical disability absence for childbirth shall be determined by the teacher's physician or certified health care professional at the time of the child's birth.
- Subd. 2. To access paid personal illness days and, if necessary, long-term disability insurance, the teacher must provide the estimated start of a physical disability to Human Resources no later than the start of the certified disability (usually the birth of the child). Estimated start and end times can be modified by the physician.
- Subd. 3. The teacher is responsible for ensuring adequate preparation for substitute coverage in her absence (barring an emergency); i.e., enough time to find a long-term substitute, discuss transition, and provide communication to parents.
- Subd. 4. A teacher who becomes disabled as a result of pregnancy, childbirth, and delivery shall have the right to utilize accrued sick leave and long-term disability benefits for the period of time they are disabled due to pregnancy, childbirth, and delivery shall continue to receive all benefits during the period of illness/disability in accordance with Article VII, Section 3 Long-term disability.
- Subd. 5. A teacher's maternity absence may encompass school holidays and/or school vacations. Personal illness days are not used during school holiday and/or vacations. Holidays and/or vacations that fall during the period of disability, do not in and of themselves cause the period of disability to be extended.
- Subd. 6. A paternity leave shall be granted by the District of up to six (6) weeks immediately following the birth or adoption. A paid paternity leave must utilize personal day(s)/sick

day(s). A paternity leave shall be granted because of the need to prepare and provide care for a child in conjunction with a birth or adoption. The teacher is responsible for ensuring adequate preparation for substitute coverage in their absence (barring an emergency); i.e. enough time to find a long-term substitute, discuss transition, and provide communication to parents. A teacher's paternity absence may encompass school holidays and/or school vacations. Personal illness days are not used during school holiday and/or vacations. Holidays and/or vacations that fall during the period of absence do not in and of themselves cause the period of absence to be extended.

- Subd. 7. An adoption leave shall be granted by the District of up to six (6) weeks. A paid adoption leave must utilize personal day(s)/sick day(s). An adoption leave shall be granted because of the need to prepare and provide care for a child in conjunction of an adoption. The teacher is responsible for ensuring adequate preparation for substitute coverage in their absence (barring an emergency or last-minute placement); i.e. enough time to find a long-term substitute, discuss transition, and provide communication to parents. A teacher's adoption absence may encompass school holidays and/or school vacations. Personal illness days are not used during school holiday and/or vacations. Holidays and/or vacations that fall during the period of absence do not in and of themselves cause the period of absence to be extended.

Section 10. Parental Leave:

- Subd. 1. Parental leave of absence shall be available to teachers for the purpose of caring for a child for which the applicant has the legal responsibility for the care and/or support of said child. Such leave to be subsequent to birth of the teacher's child, or in the case of adoption, when the child is physically turned over to the teacher-parent. Only one (1) parent is eligible for parental leave for each pregnancy.
- Subd. 2. Parental Leave – Special Circumstances: Two additional years of parental leave are available on a full-time, full year basis only. Teachers must apply for the full-time, full-year leave by February 1st of the year preceding the leave. Under the terms of special circumstance parental leave, provisions 7, 12, 14, and 15 will apply.
- Subd 3.
- a. At least two (2) calendar months prior to the estimated delivery date of the child, the employee shall be required to notify the employer in writing whether or not the employee intends to take parental leave. This election may be changed at any time before the end of the maternity absence.
 - b. Upon filing an application for adoption of a child, the employee shall be required to notify the Human Resources Office, in writing, of the teacher's intention to take a parental leave. Such notice to include the estimated date when such leave shall become effective.
- Subd. 4. In connection with election to take parental leave, the teacher shall submit a request for such leave in writing. Such request shall include an estimated commencement date and a return date. The estimated commencement date shall be the date following the physician's estimated date of cessation of disability, or, in the case of an adoption, the estimated date when the child will be turned over to the parent. The return date need not coincide with a quarter or semester break.
- Subd. 5. A parental leave that commences during the first semester of the ~~2023-2024~~ ~~2025-2026~~ contract year shall cease no later than the first day of the ~~2025-2026~~ ~~2027-2028~~ school year. A parental leave that commences during the second semester of the ~~2023-2024~~ ~~2025-2026~~ school year shall cease no later than the first day of the second semester of the ~~2025-2026~~

~~2027-2028~~ school year. A parental leave that commences during the first semester of the ~~2024-2025~~ ~~2026-2027~~ contract year shall cease no later than the first day of the ~~2026-2027~~ ~~2028-2029~~ school year. A parental leave that commences during the second semester of the ~~2024-2025~~ ~~2026-2027~~ school year shall cease no later than the first day of the second semester of the ~~2026-2027~~ ~~2028-2029~~ school year.

- Subd. 6. The actual commencement date of parental leave shall be the return date from maternity absence, or, in the case of an adoption, the date when the child is physically turned over to the teacher-parent.
- Subd. 7. If a teacher complies with all the provisions of this Section, a parental leave shall be granted by the employer. The employer shall notify the teacher in writing of its action.
- Subd. 8. By mutual agreement, the length of the parental leave may be altered.
- Subd. 9. A teacher returning from parental leave shall be re-employed in his/her former position. If that position is not active, then to a position for which the teacher is qualified.
- Subd. 10. The teacher must return on the return date stated in Subd. 3 unless the teacher requests another return date within ninety (90) days of the expiration of the parental leave.
- Subd. 11. A teacher returning from parental leave will be placed on the next higher step on the salary schedule than when parental leave commenced provided the teacher has served three-fourths (3/4) of the agreed upon days in that school year. A teacher serving fewer than three-fourths (3/4) of the agreed upon days will return at the same step that the teacher was on when the leave commenced.
- Subd. 12. A teacher returning to employment after parental leave will be credited with the amount of sick absence days accumulated at the commencement of the leave. If the first day of return is the first duty date of a school year, the teacher will also be credited with sick absence days normally earned under Article VIII, Section 1.
- Subd. 13. A teacher on parental leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain at the beginning of the parental leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the District pursuant to this Section, except as provided by law.
- Subd. 14. A parental leave of absence granted under this Section shall be a leave without pay.
- Subd. 15. At the teacher's request, a parental leave may commence at a date preceding childbirth. In such cases, teachers shall not be eligible for sick absence benefits as established in Section 14, Maternity Absence.
- Subd. 16. Once parental leave commences, maternity absence is forfeited for that particular pregnancy.

Section 11. Professional Leave:

- Subd. 1. Professional leave is defined as an approved leave, without pay, for the purpose of improving competence.
- Subd. 2. Persons wishing professional leave of absence should make application to the Executive Director of Human Resources three (3) months in advance of the starting date.

- Subd. 3. The Board of Education will consider each application on the basis of the recommendation of the Executive Director of Human Resources and contingent upon ability to secure a replacement for the period of time.
- Subd. 4. Credit will be given for teaching experience while on an approved leave provided that experience fulfills the requirements of the School District policies on outside experience.

Section 12. Religious Absence: Persons absent for religious observance may exchange a maximum of two (2) days of sick absence or two (2) days of personal absence per year for religious absence under the following conditions:

- a. For religious observance of a sacred holiday as specified by the religion.
- b. Such observance cannot take place outside of the normal work day.
- c. Application must be made in writing to the Human Resources at least five (5) working days in advance.

Section 13. Attendance Incentive:

- Subd. 1. An employee who as of July 1,
- a. has accumulated leave time in excess of six hundred (600) hours determined as of June 15 of the same tax year, and
 - b. has taken one (1) or less leave days in current school year, shall have sufficient leave days converted at the rate equal to six hundred and fifty dollars (\$650) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.
- Subd. 2. An employee who as of July 1,
- a. has accumulated leave time in excess of six hundred (600) hours determined as of June 15 of the same tax year, and
 - b. has taken more than 1 leave day up to three (3) leave days in the current school year, shall have sufficient leave days converted at the rate of equal to three hundred and ninety dollars (\$390) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.
- Subd. 3. 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. 4. "Leave days" include all absences except Bereavement, District Professional leave days, and paid days substituted for unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), as amended.
- Subd. 5. Effective July 1, 2015 the conversion rate for leave days shall be one hundred and thirty dollars (\$130) per day.

ARTICLE IX HOURS OF SERVICE

Section 1. A duty day consists of eight (8) consecutive hours including a duty-free lunch. Within the eight (8) hour day, the School District shall set time for performance of duties, instructional preparation, noon supervision and lunch between 10:00 am and 2:00 pm.

Section 2. Within the limitation provided in Section 1 hereof, the specific hours at any individual building may vary according to the needs of the education program of the School District. The specific hours for each building will be

designated by administration.

Section 3. All kindergarten through grade five (5) elementary teachers shall receive fifty-two (52) minutes of uninterrupted conference and preparation time during the student day. The conference and preparation time for teachers in kindergarten through grade five (5) shall be consecutive. In the event that the School Board exercises its right to extend or shorten the school day, additional or less preparation time will be provided in the ratio of five minutes of preparation for every twenty-five minutes of instruction.

Section 4. When a teacher agrees to give up prep time in response to a request by administration to cover a class during their prep time due to the shortage of substitute teachers, the teacher will receive one (1) hour of pay at their prorated rate of pay. Effective July 1, 2024 when a teacher is assigned by administration to cover another class combined with their own class for any amount of time due to the shortage of substitute teachers, the teacher will receive one (1) hour of pay per hour up to a maximum of three (3) hours at their prorated rate of pay. The maximum amount of pay will not exceed three (3) hours of pay at the prorated rate of pay.

Section 5. A minimum of five minutes of preparation time shall be provided within student contact time of the school day for every twenty-five minutes of instruction time. Preparation time shall be provided in one uninterrupted block during the student day. Exceptions in scheduling secondary preparation time may be made by mutual agreement between the District and the exclusive bargaining representative of the teachers.

Section 6. Conference Schedule Dates for parent conferences shall be scheduled within a two-week window by the School District based on the advice of the District Calendar Committee in the following manner:

Subd. 1.

- a. One of the three days of conference shall be a 12-hour day. It will include 8 hours of work, inclusive of lunch plus an additional 4 clock hours inclusive of a 30-minute dinner for conferences scheduled to begin no earlier than 4:00 p.m. unless approved by the building principal.
- b. One of the three days of conference shall be a regular 8-hour work day inclusive of a 30-minute dinner with conferences scheduled to begin no earlier than 12:00 noon unless approved by the building principal.
- c. One of the three days of conference shall be a 3 3/4 hour work day exclusive of lunch with conferences beginning no earlier than the standard work day unless approved by the building principal. The remainder of the day is a non-work day.
- d. Within the two-week window and prior to the three days of parent conferences, four (4) hours shall be provided for teacher preparation.

Subd. 2. Any elementary school teacher who has a principal approved conference scheduled in excess of the 14.75 hours of conferences as designated by the contract in Subd. 1 for spring and fall conferences will be compensated on a pro rata basis of their daily rate of pay.

Section 7. Teachers who work part-time schedules are required to attend all non-student contact days and applicable full day professional development trainings for the entire day. In all other instances where a professional development training or meeting is mandatory, the teacher's building administrator will provide 15 days advanced notice of the requirement to attend. For attendance, the teacher will be paid at their pro-rata rate of pay for a full-day minus their daily assignment amount.

Section 8. Supervision of Special Education Students: A special education teacher shall be compensated at the supervision rate in Appendix C-4 at their prorated rate of pay for the supervision of special education students during the teacher's preparation time or lunch time when such supervision is required due to student behavioral issues/crises. No more than 3 occurrences shall be approved without administrative pre-approval and the development of an alternative coverage plan by other qualified staff. If implementation of an alternative

coverage plan is delayed due to lack of staff coverage, the Director of Individualized Student Services shall be notified to determine other available options.

Section 9. Paid Breaks During Professional Development: Teachers participating in Professional Development outside of the 184 duty days will be provided with paid breaks. Teachers who participate in Professional Development of six (6) hours or greater in length will also be given a paid 30 minute lunch break.

Section 10 When the district closes programming districtwide, a teacher can choose to work remotely. The teacher agrees to fulfill all responsibilities in accordance with the Remote Learning Dashboard. If the district only closes K-12 programming, Fee Based program teachers will fulfill all responsibilities in-person. K-12 teachers can choose to work remotely and complete responsibilities in accordance with the Remote Learning Dashboard.

Section 11 The District shall schedule one “Due Process Paperwork Night” per quarter (4 total) for special education educators to meet in person and work together on due process paperwork. Such meetings will be three hours in length and will be compensated at their pro-rata rate for attendance.

ARTICLE X LENGTH OF THE SCHOOL YEAR

Section 1. Pursuant to M.S. §120A. 40, the School Board shall establish the number of school days for the next school year, the teacher shall perform services on those days and additional workshop days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school and, pursuant to such authority, has determined to conduct school.

Section 2. In the event of a student day or teacher duty day lost, for any emergency, the teacher shall perform duties on that day or other day in lieu thereof as the School Board or its designated representative shall determine. However, one (1) day of such loss will be forgiven, thereby allowing the total number of duty days to fall to one hundred eighty-three (183) days in the school year in which a lost time emergency occurs.

Section 3. The number of duty days in each year after the employee’s first year of the Agreement shall not exceed one hundred eighty-four (184), including not more than one hundred seventy-five (175) student contact days. Any duty day scheduled shall count as a full duty day.

Section 4. The number of duty days in the first year of employment with the District shall not exceed one hundred eighty seven (187), including not more than one hundred seventy five (175) student contact days. Any duty day scheduled shall count as a full duty day. **(This paragraph expires June 30, 2024)**

Effective July 1, 2024, teachers hired to the district after April 1st of the proceeding school year are required to participate in an additional 24 hours of Professional Development as assigned by the district in the current school year. Blocks of time scheduled over 4 hours shall include 30 minutes paid for meals. A stipend of \$450 shall be paid at the completion of the 24 hours or prorated accordingly.

Section 5. August Workshop week. A four (4) hour block of workshop week, prior to the open house, shall be dedicated to teacher directed preparation. Another two (2) hour block shall be scheduled during the workshop week.

ARTICLE XI PERSONNEL FILES

Section 1. Personnel files shall be subject to, and in accord with, applicable Minnesota statute.

Section 2. When any material that does not contain the signature or initials of the teacher is placed into a teacher's personnel file, a copy shall be sent to the teacher. Exceptions to this procedure are college placement papers and

items listed in Article V, Section 5.

Section 3. No file material generated in buildings by the principal or the principal's designee may be used in disciplinary or grievance action unless it is forwarded to the personnel file by June 30 of the year of occurrence. All such material not forwarded by June 30, of the year of occurrence shall be expunged.

ARTICLE XII RETIREMENT

Section 1. Mandatory Retirement: The District will comply with Federal Law.

Section 2. Severance: Teachers who are at least 55 years of age will be eligible for an early retirement incentive of one day's pay for every day of unused sick leave up to a maximum of 92 days or one half (1/2) of their annual salary of the previous year. In no case shall severance exceed 1/2 of the annual salary as listed on the salary schedule. Teachers are eligible for the benefit provided they have had a minimum of fifteen (15) years of active teaching experience in the School District or twenty (20) years of active teaching experience of which ten (10) years of active teaching experience is in the School District. No teacher employed after July 1, 1989 shall be eligible for any provision of this article.

- Subd. 1. In the event that the teacher is on long-term disability when he/she retires, he/she will qualify for severance if they meet the service requirements in Section 2. Severance will be based on the salary for the year in which they went on long-term disability provided they taught at least $\frac{3}{4}$ of a year or 1104 hours.

Section 3. Retirement Health Insurance: Teachers retiring under the Early Retirement Incentive (above in Section 2 of this Article) shall be eligible for 100% of the single health insurance premium payable under the following conditions: (No teacher employed after July 1, 1989, shall be eligible for any provision of this section.)

- Subd. 1. The full amount of the single insurance premium shall be capped at its cost at the time of retirement for those retiring at the end of the ~~2023-2024~~ ~~2025-2026~~ and ~~2024-2025~~ ~~2026-2027~~ years. For teachers retiring from a leave of absence, the full amount of the premium for single insurance shall be capped at its cost at the time the teacher went on leave.
- Subd. 2. District payments shall continue from the age of retirement until eligibility for Medicare or when due to disability the retiree becomes eligible for Medicare. If disabled, the teacher must apply for Medicaid/Medicare and notify the district when eligible for Medicaid/Medicare due to disability.
- Subd. 3. District maximum payments shall remain at the identical level established in the year of retirement for the teacher as determined by the applicable single rate of the plan in which the teacher is participating at the time of retirement. Monthly payments to the School District for the balance of the premium shall be made by the retiree to keep the policy in force.
- Subd. 4. Dependent coverage may also be purchased under the conditions outlined in Subd. 3 above.
- Subd. 5. The employee who opts to pay for a full year's coverage (July through June) will not be charged the 2% COBRA management fee. In the event that a death results in a change in premium, the remaining difference shall be returned to the survivor upon request.
- Subd. 6. The District will retain the right to determine the health insurance plan and network.

Section 4. Health: Teachers forced to leave teaching for health reasons shall have the right to purchase the health and hospitalization insurance at the group rate subject to the rules of the insurance carrier.

Section 5. Severance: In order to be eligible for severance, teachers intending to retire at the end of the school year must provide written notice of their intent to the Executive Director of Human Resources prior to February 1st in the year in which they intend to retire.

Section 6. The severance of a teacher retiring prior to the last day of the school year shall be 50% of that portion worked in the school year in which he/she is retiring unless the teacher retires at the end of a grading period, and the School Board has accepted the letter of resignation no later than two calendar months prior to the employee's last effective day of employment. (Section 5, will not apply to mid-year retirements.)

Section 7. The severance of teachers on Board-approved leave will be based on the employee's last full year of teaching.

Section 8. Retirement Pay Options: Deductions such as state and federal income tax, social security or TRA shall be made only as required by law. If the employee dies before the retirement payment has been made, the balance due shall be paid to the estate of the deceased.

Members of the unit who retire as per ARTICLE XII, Section 1 through Section 4 shall have severance disbursed as follows: 50% of the severance amount for which a retiring teacher is eligible plus the employee's portion of health insurance calculated from the time of retirement to the next July 1st shall be deposited into the Minnesota State Retirement System's Post-Retirement Healthcare Savings Plan. The remainder shall be deposited into a 403(b) plan up to the maximum non-deferral limit for that calendar year. The remainder, if any shall be distributed as one lump sum to the employee 60 days following retirement.

Section 9. 403(b) Vendor Selection:

- Subd. 1. 403(b) Advisory Committee: The district will establish and maintain a 403(b) Advisory Committee. The committee shall be comprised of members of each bargaining unit, with representation determined by the size of the group. Teacher members of the 403(b) Committee shall be appointed by the BEA President.
- Subd. 2. Vendors: The committee recommended the following vendors and a majority of BEA members approved them, effective January 1, 2009. They are: Fidelity, Fidelity via Educator's Financial Services (E.S.I.), and AXA (Equitable). Lincoln Financial Services will only be available to those hired prior to March 1st, 2011. The committee will meet every three years to review performance. The addition or deletion of vendors will be as recommended by the committee and approved by the BEA.
- Subd. 3. Effective July 1, 2009, teachers who elect to make contributions to a qualified retirement plan will be automatically enrolled in Fidelity direct unless they affirmatively opt out and select one of the other approved plans.

Section 10. Matching Contribution Eligibility: A District match to an approved 403(b) vendor is available to teachers hired on or after July 1, 1989, who have completed **three (3) years of service or** their probationary period with the District at a .5 FTE contract or more. Contributions as permitted by MS §356.24 will be made as follows:

- Subd. 1. Commencing with the 2021-2022 school year, the District will match up to \$1,500 to an approved 403(b) plan. **Commencing with the 2026-2027 school year, the District will match up to \$1,750 to an approved 403(b) plan.**
- Subd. 2. Commencing with the 2021-2022 school year, the District will match up to \$2,250 per year to an approved 403(b) plan when the employee has completed ten years of satisfactory service in the District. The match will begin in the teacher's 11th year of employment in the

District. Commencing with the 2026-2027 school year, the District will match up to \$2,500 per year to an approved 403(b) plan when the employee has completed ten years of satisfactory service in the District. The match will begin in the teacher's 11th year of employment in the District.

Subd. 3. Commencing with the 2021-2022 school year, the district will match up to \$3,000 to an approved 403(b) plan. The match will begin in the teacher's 15th year of employment in the district. Commencing with the 2026-2027 school year, the district will match up to \$3,250 to an approved 403(b) plan. The match will begin in the teacher's 15th year of employment in the district.

Subd. 4. The Seniority list shall be used to determine years of teaching for 403(b) contributions.

Subd. 5. Life-changing events: Eligible teachers may enroll or make changes to their 403(b) contributions during the first thirty (30) days of employment and the benefits open enrollment period. Employees with a life-changing event can decrease their contributions within thirty (30) days of the event.

ARTICLE XIII UNREQUESTED LEAVE OF ABSENCE PROCESS SENIORITY AGREEMENT

Section 1. Effective July 1, 2018, the purpose of this section is to set forth a plan providing for unrequested leaves of absence (ULA) because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts.

Subd. 1. Definitions:

Board Priorities: The Board will approve, on an annual basis, staffing retention priorities in August of the current fiscal year using Appendix D-3. The identified priorities shall not be subject to the unrequested leave process.

Probationary Releases: The annual non-renewal of probationary teachers as identified by administration and approved by the Board shall follow MN122A.40 subd. 5. The identification, selection, and approval of probationary teachers to be released is solely at the Board's discretion.

Qualified: For purposes of Article XIII and the placement of teachers on ULA, a teacher is "qualified" to teach in a "subject matter or field" if the teacher is licensed in that subject matter or field and has taught in that subject matter or field for at least 90 duty days or one (1) semester in the previous five (5) years and have acquired continuing contract rights.

Realignment: The District is not required, under any circumstance, to realign positions to different subject matters, fields, licensure areas, or other positions to accommodate the claims of another teacher. Consequently, the District is not required to realign any positions when placing teachers on ULA or when recalling any teachers from ULA.

Subd. 2. Process:

Unrequested leaves of absences shall occur in the following order for all teachers prior to May 15th:

- a. Any teacher teaching under a Tier 1 or Tier 2 license or exemption. Teachers impacted by reductions who are on a Tier 1 or Tier 2 license or exemption will be placed on an Unrequested Leave of Absence if they are not qualified under a Tier 3 or higher license.
- b. Non-qualified teachers. Teachers impacted by reductions who are not qualified per Subd. 1 will be placed on an Unrequested Leave of Absence.
- c. The least senior, qualified teacher. The least senior, qualified teacher within a department or license area will be placed on Unrequested Leave of Absence.

Subd. 3. Recall Provisions:

- a. Teachers will be recalled to vacant positions for which they are qualified in the inverse order in which they were placed on ULA.
- b. The District will not hire a new teacher to fill a vacant position if a qualified teacher is on ULA and is available and willing to accept the vacant position.
- c. The District shall not be required to create part-time positions from full-time positions while placing teachers on or recalling teachers from ULA. No teacher shall have rights to a position with an FTE greater than his or her FTE at the time of placement on ULA.
- d. No full-time teacher will be required to accept recall to a part-time position. If a teacher accepts recall to a position with a lesser FTE than their recall rights provide, they may remain on unrequested leave for the remaining unassigned portion of their FTE. A teacher who declines the offer of reinstatement will remain on unrequested leave at their full FTE but will not receive another offer of reinstatement for a position equal to or less than the offer declined for the remainder of that year. Only offers of reinstatement to a greater FTE than the position declined will be extended to this teacher for the remainder of that school year.
- e. A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the leave, may be eligible for unemployment compensation if otherwise eligible under that law for such compensation, and a leave will not impair the continuing contract rights of the teacher or result in a loss of credit for years of service in the district earned prior to the commencement of such leave.
- f. The District will use certified mail, return receipt requested, to notify a qualified teacher on ULA of recall to a vacant position.
- g. It shall be the responsibility of all teachers placed on ULA to maintain a current listing of their name and mailing address in writing in the Human Resources office. Teachers shall have ten (10) business days from the receipt of certified mail or personally served notice of recall to advise the School District in writing of intent to accept or the intent to reject the offer. Failure to so notify the School District within such ten (10) day period shall constitute waiver on the part of the teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights.
- h. If a teacher waives his or her right to reemployment in the position offered, the position shall be offered to the next teacher on ULA that is licensed and qualified for the position.
- i. A teacher placed on ULA will be eligible for recall for a period of three (3) years.
- j. Pending completion of the recall process, positions may be filled on a temporary basis.

Subd. 4 Termination of Recall Rights.

A teacher's recall rights will terminate if any of the following occur:

- a. Voluntary removal by a teacher of his/her name from the recall list which must be a written request.
- b. Resignation of teaching position.
- c. Retirement.
- d. Discharge or termination of the teacher.
- e. The expiration of three (3) years from the commencement of the ULA without having been recalled.

- f. The expiration or revocation of a valid teaching license.

Subd. 5 Insurance Participation.

Any teacher placed on unrequested leave of absence shall remain eligible for all teacher insurance benefit plans if he/she is not employed in another job in which insurance benefits are available. The teacher must pay the entire premium during the period of such leave. If a teacher is on an ULA and a spouse is employed by the district, the District will only contribute the portion identified under family coverage. Dual employment language will not apply.

Subd. 6 Hearing Rights.

Any challenge by a teacher who is proposed for placement on ULA or recall therefrom shall be subject to the hearing and review procedures as provided in Minn. Stat. 122A.40 and, therefore, shall not be subjected to the grievance procedure.

Section 2. Date of Service: The first date of continuous employment in any certificated capacity shall be the date of service in this District for purposes of placement on the seniority list. The seniority date for teachers that have retired from Independent School District 191 and are rehired in any certificated capacity shall be the date of rehire for purpose of placement on the seniority list.

Section 3. Seniority for Leaves of Absence: A teacher will continue to accrue seniority during all leaves of absences.

Section 4. Ties in Seniority: In the event of a staff reduction action affecting teachers whose first date of employment commenced on the same date, and thus have equal seniority, the teacher with the lower license file number as required by the State Department of Education shall be deemed senior.

Section 5. Posting of Seniority List: A corrected, up-to-date seniority list and qualified list shall be drawn up by the Human Resources Office by December 15th of each calendar year. The seniority list and qualified list shall be posted in a PDF file on the district website no later than December 15 of each school year, beginning with the 2007 school year. Teachers on an unrequested leave of absence will remain on the seniority list until Recall Rights are terminated per Article XIII, Section 1, Subd.4

Section 6. Grievances: Grievance on seniority placement must be made by February 1 for consideration in staffing for the following year. The seniority list is final as of February 1 and shall be used to determine placements in the event unrequested leaves of absence become necessary.

**ARTICLE XIV
INVOLUNTARY TRANSFERS / TRANSFER REQUESTS**

Section 1. Covered under this Section but not necessarily limited to it are involuntary transfers resulting from:

- a. declining enrollment
- b. reduction in teaching force
- c. closing of schools
- d. programmatic changes
- e. restructuring and realigning of divisions, schools.
- f. If a school has to be reconstituted under ESEA, language applicable to a school closing and the opening of a new school will be followed.

- Subd. 1. Procedure: Before making a classroom teacher, counselor or librarian involuntarily transfer from any school building, the District shall seek a volunteer from among those teachers in the building who are appropriately certified and licensed by the State Board of Education. If no volunteer is found, the teacher shall be transferred who is lowest on the seniority list in the affected department as defined below:
- a. Secondary departments shall mean, for example: Business, family & consumer Sciences, fine arts, art, music, dance and theatre arts, media, guidance, language arts, mathematics, physical education and health, science, social studies, world languages, technology, work-based learning, multilingual language, and grade 6. Elementary departments are K-2 and 3-5.
 - b. A member of a department shall be a teacher with one (1) or more semesters of teaching experience in a grade or department in the three (3) years preceding the effective dates of the transfer.

Section 2. Covered under this section and limited to specialized programs within a given school that require one or more staff members to work a schedule that varies from the standard work schedule by one or more hours. For example, if the standard work hours for full-time teachers at a given site are from 8 - 4 and a zero hour is added such that it requires a teacher to work from 7 - 3, this section applies. However, if hours for the building change and all staff are required to work from 7 - 3, ARTICLE IX, HOURS OF SERVICE APPLIES.

- Subd. 1. Procedure: Before making a classroom teacher, counselor or librarian involuntarily work the modified schedule, the District shall seek a volunteer from among those teachers in the building who are appropriately certified and licensed by the Minnesota Department of Education and needed in the program. If no volunteer is found, the teacher shall be transferred who is lowest on the district seniority list in the affected department as defined below:
- a. Secondary departments shall mean, for example: Business, family & consumer Sciences, fine arts, art, music, dance and theatre arts, media, guidance, language arts, mathematics, physical education and health, science, social studies, world languages, technology, work-based learning, multilingual language, and grade 6. Elementary departments are K-2 and 3-5.
 - b. A member of a department shall be a teacher with one (1) or more semesters of teaching experience in a grade or department in the three (3) years preceding the effective dates of the transfer.

Section 3. If a teacher is involuntarily transferred to a new site for the upcoming school year, the teacher will be reassigned to their former building if a position for which the teacher is licensed becomes available and the teacher requests to be reassigned prior to August 1 of the same year. Open positions will be posted. It is the responsibility of the teacher to apply to express interest.

Section 4. If a teacher, who volunteers to accept a transfer requests to return to their former assignment by February 1 of the following two calendar years, they will be reassigned to their former building and department if the position is still active.

Section 5. Annual Transfers Requests (ATR):

- Subd. 1. Upon application to the District, all applicants will be considered for vacancies. Final right of selection shall be reserved by the District. If a teacher requests to return to their former assignment by February 1 after completing one calendar year in the new assignment, they will be reassigned to their former building and department if a position is vacant. If a teacher completes two calendar years in the new assignment without requesting to return to their former position they will no longer have rights to the former position.

Section 6. Teacher Exchanges: Two teachers may initiate a position exchange for one year. In order for the exchange to take place each teacher must be properly licensed and the supervisor at both sites must approve the exchange. At the conclusion of the exchange both teachers must return to their previous position.

ARTICLE XV GRIEVANCE PROCEDURE

Section 1. Definition: A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided. The representative who hears the Level I and Level II grievances shall not be the same.

Section 2. Level I: In the event that a teacher or the Association believes there is a basis for a grievance, the grievant shall invoke the grievance procedure by submitting a written copy of the grievance on the District grievance form to the Executive Director of Human Resources within thirty (30) working days of the occurrence of the grievance. The District representative at Level I shall meet with the grievant within ten (10) working days of receipt of the written grievance and render a written decision within five (5) working days of the meeting. The Association shall be copied all grievance decisions.

Section 3. Level II: If the grievant is not satisfied with the disposition of the grievance at Level I, or if no disposition has been made within Level I time lines, the Association may submit the grievance within ten (10) working days of the written disposition to Level II to the Executive Director of Human Resources.

Within ten (10) working days of the receipt of the grievance, the Executive Director of Human Resources shall meet with the grievant and shall respond in writing within fifteen (15) working days of the meeting. Before rendering a negative decision, the Executive Director of Human Resources shall consult with the Chairperson of the Board of Education. The Association shall be copied all grievance decisions.

Section 4. Level III: If the Association is not satisfied with the disposition of the grievance at Level II or if no decision has been made within Level II timelines; the Association and the teacher(s) may submit the grievance to binding arbitration. Notification of dissatisfaction shall be made in writing to the Executive Director of Human Resources within fifteen (15) working days of the Level II decision. 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 BMS Board in accord with its rules shall govern the arbitration proceeding. The arbitrator shall have no power to alter, add to or subtract from the express terms of this Agreement. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared by the parties -- one-half (½) by the District and one-half (½) by the Association or the teacher if not represented by the Association.

Section 5. Grievance Mediation: A member of the bargaining unit and the School District may, if mutually agreed, have the option of requesting Grievance Mediation by the Bureau of Mediation Services prior to Step Three of the Grievance Procedure. Time lines shall automatically be waived upon request by either party. If agreement or resolution is not reached in Grievance Mediation, the grievance process shall be automatically resumed by requesting Step Three within ten (10) days of impasse. No offers, counter offers or any documentation relating to Grievance Mediation shall be used by either party to the dispute at Level III. If resolution is reached, the agreement shall be put in writing and the grievance withdrawn without prejudice by the moving party.

Section 6. Association Representative: The employee may have an Association representative either join or represent the employee at any level at the employee's discretion.

Section 7. Days: Working days shall mean teacher work days. When school is not in session, work days shall mean week days not including holidays. If a grievance is not presented or transmitted within the time limits set forth above, it shall be considered waived unless both parties agree to waive the time lines. Grievances so waived shall not be considered as agreement with the District position.

Section 8. Resolution: Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

Section 9. Reprisals: No reprisals of any kind will be taken by the Board or the school administration against any employee because of participation in this grievance procedure.

Section 10. Release Time: When mutually agreed, grievances may be heard during the school day. The Board agrees to pay the regular salary for up to three (3) employees per grievance who participate in a grievance during the school day. Additional employees up to seven (7) per grievance may be available for grievances held during the school day at no pay from the District.

Section 11. Notification: The teacher or Association shall notify the Human Resources Office when a decision is acceptable at any level.

Section 12. Designee: The Executive Director of Human Resources may appoint a designee to act at Level II.

ARTICLE XVI PUBLICATION OF AGREEMENT

Copies of this Master Agreement shall be on the District's web page. The District shall furnish fifty (50) to the Association at cost upon request.

ARTICLE XVII DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall be effective as of July 1, **2023 2025**, and shall continue in effect until June 30, **2025 2027**. The terms of this Agreement shall remain in full force and effect until a subsequent Agreement is adopted.

Negotiations for the Agreement commencing July 1, **2025 2027**, may commence when the parties mutually agree, but in no event later than May 1, **2026-2028**.

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

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

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

Section 5. Effective Date: "Effective Date" when referred to in this Agreement shall mean the date the Board of Education officially adopts the Agreement according to statute.

IN WITNESS WHEREOF, the parties have signed this Agreement:

For Burnsville Education Association

For Independent School District 191

Chief Negotiator/BEA

Chair - School Board/191

BEA President

Clerk – School Board/191

Date

Chief Negotiator/191

APPENDIX A
Adult Basic Education (ABE)
Early Childhood & Family Education (ECFE)

Section 1. ABE/ECFE Teacher. The School District recognizes the Association as the exclusive bargaining representative for all ABE and ECFE licensed teaching personnel as defined in the PELRA whether under contract, on leave, on a per diem, hourly or class rate basis.

Section 2. Seniority. ABE and ECFE teachers shall have seniority rights in the separate ABE and ECFE programs.

- Subd. 1. ABE teachers shall maintain a separate seniority list consisting only of ABE teachers, based on continuous and unbroken employment with the District during consecutive school years, measured from the most recent period of continuous employment as an ABE teacher.
- Subd. 2. ECFE teachers shall maintain a separate seniority list consisting only of ECFE teachers, based on continuous and unbroken employment with the District during consecutive school years, measured from the most recent period of continuous employment as an ECFE teacher.
- Subd. 3. Layoff of ABE and ECFE teachers shall be in the inverse order of seniority. Recall shall be based on appropriate license and shall occur in order of seniority.

Section 3. Step and Lane. ABE and ECFE teachers shall advance one step for each 736 hours worked. Teachers who work fewer than 736 hours shall advance when experience earned equals 736 hours. All hours above 736 are dropped for the remainder of the year. Part year service must be consecutive to receive a year of experience credit. Part years separated by an approved leave shall accumulate toward a year of experience credit.

Section 4. Reimbursable Credits.

- Subd 1. Teachers hired prior to July 1, 2014, a maximum of one-half (1/2) of the equivalent of the annually adjusted graduate level tuition of the U of MN, College of Education for approved coursework appropriate to the area of the teacher's assigned responsibilities or taken with the intent of becoming highly qualified in a needed licensure area taken beyond the M.A. + 60/Specialist will be paid by the School District subject to Subd 3:
- Subd 2. Teachers hired after July 1, 2014, a maximum of \$2,000 tuition costs for approved coursework appropriate to the area of the teacher's assigned responsibilities or taken with the intent of becoming highly qualified in a needed licensure area taken beyond the M.A. +60/Specialist will be paid annually by the School District subject to Subd 3:
- Subd 3 Criteria:
 - a. Courses must carry prior approval by the Executive Director of Human Resources.
 - b. Payments are for tuition only.
 - c. Tuition payments apply only for college credits obtained and shall be made after verification of the satisfactory completion of the course(s).
 - d. Tuition payments will not be made for work taken while on a regular leave.
 - e. The teacher may elect either the A/F or S/N grading system. A grade no lower than a C or an S must be earned.

Section 5. Calendar: Staff calendars of instruction will be established prior to July 1. Number of student contact hours will vary by assignment. ABE and ECFE may offer classes year round. The basic work year consists of 184 days beginning the first day of August workshop week. Only hours worked within the 184 days shall count toward FTE, benefits, and step advancement calculation. Classes may be canceled or combined based on enrollment resulting in a reduction of hours. **If a reduction of hours occurs and the employee was benefit eligible on July 1, the benefits the employee was enrolled in at that time will remain in effect at the same level through the benefit plan year (the following June 30th).**

Section 6. Non-student contact time. The District shall attempt to assign ABE and ECFE teachers' duty hours concurrently whenever possible.

- Subd. 1. In-service shall be at the same ratio as the K-12 program.
- Subd. 2. Conference and Preparation Time: A minimum of five minutes of preparation time shall be provided for every twenty-five minutes of instruction time.
- Subd. 3. A teacher may be required to reasonably participate in activities such as consultation with parents, faculty meetings, open houses, curriculum meetings, minor administrative assignments, and other teaching responsibilities.
- Subd. 4. Teachers who work more than 4.5 hours shall have a paid meal break.

Section 7. Leaves of Absence. Beginning July 1, 1993, ABE and ECFE teachers shall accumulate paid absence leave (Article VIII), prorated based upon hours worked. The definition of "a day" will be equal to the amount of time for which the teacher is employed. If there is a change of status (full-time to part-time or part-time to full-time) the accrued "days" will follow the teacher and be equal in value to the teacher's new status.

Section 8. Group Insurance.

- Subd. 1. Effective July 1, 2023, for all teachers who are employed 736 hours or more, who are employed by the School District, who qualify for and are enrolled in the health care insurance plan, the employee will contribute the equivalent value of 5% of the single, (composite) premium. The balance of the premium shall be paid by the District. The composite premium shall be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby the HRA and the in-network deductible equals the in-network out of pocket maximum.
- Subd. 2. Effective July 1, 2023, for all teachers who are employed 736 hours or more with dependent coverage, the employee shall contribute the equivalent value of 20% of the monthly, composite premium. The balance of the premium shall be paid by the District. The composite premium shall be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby the HRA and the in-network deductible equals the in-network out of pocket maximum.
- Subd. 3. Effective with the July 1, 2014, when a teacher and his/her spouse are both employees of the district and are enrolled in dependent coverage, one of the employees will contribute an amount equal to that those with single coverage contribute.

Section 9. TSA Match.

Effective July 1, 2021, a District match to an approved Minnesota deferred compensation program is available to teachers who are beginning their fourth year of teaching in the District at 736 hours or more. Contributions as

permitted by MS 356.24 will be made.

- Subd. 1. Commencing with the 2021-2022 school year, the District will match up to \$1,500 to an approved 403(b) plan. Commencing with the 2026-2027 school year, the District will match up to \$1,750 to an approved 403(b) plan.
- Subd. 2. Commencing with the 2021-2022 school year, the District will match up to \$2,250 per year to an approved 403(b) plan when the employee has completed ten years of satisfactory service in the District. The match will begin in the teacher's 11th year of employment in the District. Commencing with the 2026-2027 school year, the District will match up to \$2,500 per year to an approved 403(b) plan when the employee has completed ten years of satisfactory service in the District. The match will begin in the teacher's 11th year of employment in the District.
- Subd. 3. Commencing with the 2021-2022 school year, the District will match up to \$3,000 to an approved 403(b) plan when the employee has completed fourteen years of satisfactory service in the District. The match will begin in the teacher's 15th year of employment in the District. Commencing with the 2026-2027 school year, the District will match up to \$3,250 to an approved 403(b) plan when the employee has completed fourteen years of satisfactory service in the District. The match will begin in the teacher's 15th year of employment in the District.

Section 10. Inclement Weather.

If an employee is notified not to report for, or, if after arriving for work, the employee is dismissed by authority of the Executive Director of Human Resources, a full day's wages shall be paid for the first day of each occurrence. When the district closes programming districtwide, a teacher can choose to work remotely. The teacher agrees to fulfill all responsibilities in accordance with the Remote Learning Dashboard. If the district only closes K-12 programming, Fee-Based program teachers will fulfill all responsibilities in-person. K-12 teachers can choose to work remotely and complete responsibilities in accordance with the Remote Learning Dashboard.

Section 11. Career Increments shall be determined based on the Appendix A seniority list. as of July 1, 2024.

ABE/ECFE Wage Schedule Changes
COMPENSATION
2023-2024 2025-2026

STEP	BA	BA+20	BA+40	BA+60/MA	MA+20	MA+40	MA+60
1	47,120	49,070	50,780	53,230	53,377	53,524	53,672
2	47,140	49,100	50,810	53,270	53,417	53,564	53,712
3	47,190	49,130	50,850	53,320	53,467	53,614	53,762
4	47,830	49,500	51,680	55,780	55,927	56,074	56,222
5	49,030	51,100	53,510	57,850	57,997	58,144	58,292
6	51,940	54,070	56,720	61,120	61,267	61,414	61,562
7	56,320	57,590	58,850	63,620	63,767	63,914	64,062
8		58,950	61,580	66,420	66,567	66,714	66,862
9			67,080	69,670	69,817	69,964	70,112
10				73,700	73,847	73,994	74,142
11				78,870	79,017	79,164	79,312
12				85,670	85,817	85,964	86,112
A*	59,520	65,270	72,040	90,570	90,717	90,864	91,012
B**	64,010	69,060	76,600	94,450	94,597	94,744	94,892

COMPENSATION
2024-2025 2026-2027

STEP	BA	BA+20	BA+40	BA+60/MA	MA+20	MA+40	MA+60
1	50,050	51,000	51,950	54,460	54,607	54,754	54,902
2	50,200	51,090	51,980	54,500	54,647	54,794	54,942
3	50,400	51,210	52,020	54,550	54,697	54,844	54,992
4	50,800	51,840	52,870	57,070	57,217	57,364	57,512
5	51,500	52,280	54,750	59,190	59,337	59,484	59,632
6	53,140	55,320	58,030	62,530	62,677	62,824	62,972
7	57,620	58,920	60,210	65,090	65,237	65,384	65,532
8		60,310	63,000	67,950	68,097	68,244	68,392
9			68,630	71,280	71,427	71,574	71,722
10				75,400	75,547	75,694	75,842
11				80,690	80,837	80,984	81,132
12				87,650	87,797	87,944	88,092
A*	60,890	66,780	73,700	92,660	92,807	92,954	93,102
B**	65,490	70,650	78,370	96,630	96,777	96,924	97,072

APPENDIX B
Title I, School Nurse, Occupational Therapist

Section 1. Title I Teachers:

Subd. 1. Title I teachers will be placed on the salary schedule based on their training and experience.

Subd. 2. All contract benefits shall be applicable to Title I teachers.

Section 2. Licensed School Nurses:

- Subd. 1. All licensed school nurses shall be placed on the teacher salary schedule. All other contract benefits applicable to classroom teachers shall also apply to licensed school nurses.
- Subd. 2. For the purposes of initial placement on the salary schedules, the following procedure shall govern:
- a. Placement on the appropriate lanes shall be commensurate with each nurse's degree level; i.e., R.N. or B.A. in nursing.
 - b. Previous public school nursing experience outside the District shall be allowed on a year-for-year basis to a maximum of five (5) years. Years must be complete years of outside experience as outlined in Subd. 1 of the credit for incoming experience section of this Agreement. Previous nursing experience in District 191 shall be allowed as per Article V, Section 6.
- Subd. 3. A separate seniority list shall be compiled for school nurses.

Section 3. Licensed Occupational Therapists:

- Subd. 1. Beginning in the school year 1989-90, all licensed occupational therapists shall be placed on the teacher salary schedule. All other contract benefits applicable to classroom teachers shall also apply to licensed occupational therapists.
- Subd. 2. For initial placement on the salary schedules, the following procedure shall govern:
- a. Placement on the appropriate lanes shall be commensurate with each occupational therapist's degree level; i.e., B.A. or M.A. in occupational therapy.
 - b. Previous public school occupational therapist experience outside the District shall be allowed on a year-for-year basis to a maximum of five (5) years. Years must be complete years of outside experience as outlined in Subd. 1 of the credit for experience section of this Agreement. Previous occupational therapist experience in District 191 shall be allowed as per Article V, Section 6.
- Subd. 3. Probationary Period: Occupational therapists shall serve a three-year probationary period. During that time, Occupational therapists may be released as the Board sees fit. Following completion of the probationary period, occupational therapists will have continuing contract status as described below.
- Subd. 4. A separate seniority list shall be compiled for occupational therapists. In the event the district reduces occupational therapists, reductions shall occur based on seniority with the least senior being laid off first. Occupational therapists laid off due to reduction in force will retain recall rights for two years; with the most senior occupational therapist the first to be recalled.
- Subd. 5. An individual contract will be used for occupational therapists. See Appendix D2.
- Subd. 6. Prior approval for requests to convert continuing education units to lane change credits may be made to the Assistant Superintendent for Instruction and the Staff Development Coordinator, who will recommend number of course credits, comparable to District staff development time commitments, to the Executive Director of Human Resources. Article V, Section 6 shall then apply.

Section 4 Psychologist Interns

- Subd. 1. Beginning with the 2001-2002 school year, the District can employ licensed, psychologist

interns. A psychologist intern is an individual that is working as an intern under the direct supervision of a licensed psychologist. The intern must be enrolled in an approved preparation program leading to Board of Teaching licensure. The intern can be employed as an intern for no more than the equivalent of one school year.

- Subd. 2. In the event a psychologist intern is hired the year following completion of their internship as a licensed psychologist, the year of internship will be counted towards satisfying the probationary period.

APPENDIX C-1
BEA Salary Schedule
2023-2024 2025-2026

STEP	BA	BA+20	BA+40	BA+60/MA	MA+20	MA+40	MA+60
1	47,120	49,070	50,780	53,230	55,690	57,980	60,830
2	47,140	49,100	50,810	53,270	55,740	58,020	60,860
3	47,190	49,130	50,850	53,320	55,780	58,070	60,910
4	47,830	49,500	51,680	55,780	58,420	61,060	64,060
5	49,030	51,100	53,510	57,850	60,940	64,030	66,820
6	51,940	54,070	56,720	61,120	64,110	67,090	70,110
7	56,320	57,590	58,850	63,620	66,470	69,320	73,400
8		58,950	61,580	66,420	69,120	72,660	76,200
9			67,080	69,670	73,200	77,010	80,660
10				73,700	77,240	81,030	85,110
11				78,870	82,840	86,820	91,290
12				85,670	89,780	94,080	98,650
A*	59,520	65,270	72,040	90,570	95,270	100,190	106,060
B**	64,010	69,060	76,600	94,450	99,710	105,270	112,900

* A teacher shall be eligible for the first career step A after completing fourteen (14) satisfactory years of service in District 191 (See Article V, Sections 9 and 10).

** A teacher shall be eligible for a second career step B after completing nineteen (19) satisfactory years of service in District 191 (See Article V, Sections 9 and 10).

Definitions:

Years of experience: The total number of calendar years of licensed teaching experience in and outside of this District. This number is used by the Minnesota Department of Education.

Years in the District: The total number of years of employment in the District, in a licensed position or not.

Seniority: The first date of contract employment as defined by a bargaining group.

Career step: An advancement based on amount of *satisfactory* experience (e.g., a K-12 teacher must work a .75 FTE contract or more to advance a career step on the salary schedule and an ABE/ECFE teacher must work at least 736 hours to advance a career step). See Article V, Section 8.

Pay step: An identification label for the vertical column of a salary schedule.

Longevity: A term not used in the BEA agreement. For non-exempt employees, it typically identifies a remuneration

to be paid for calendar years of employment in the District.

Lanes: A descriptive label for the horizontal heading. Lanes describe the educational level for each column in quarter credits.

Credit Conversion Chart

Semester	Quarter
1	1.5
2	3.0
3	4.5
4	6.0

Step Movement: Teachers move down a pay step as they complete each year of satisfactory service in the District. However, teachers who are in a lane with a limited number of steps, remain at that step if they have reached the maximum pay step for that lane. For instance, a teacher with a BA degree who has successfully completed 10 years of service would continue in the BA lane, Step 7. Upon completing 20-quarter credits, the teacher would move to BA+20 lane, step 7.

APPENDIX C-2
BEA Salary Schedule
2024-2025 2026-2027

STEP	BA	BA+20	BA+40	BA+60/MA	MA+20	MA+40	MA+60
1	50,050	51,000	51,950	54,460	56,980	59,320	62,230
2	50,200	51,090	51,980	54,500	57,030	59,360	62,260
3	50,400	51,210	52,020	54,550	57,070	59,410	62,320
4	50,800	51,840	52,870	57,070	59,770	62,470	65,540
5	51,500	52,280	54,750	59,190	62,350	65,510	68,360
6	53,140	55,320	58,030	62,530	65,590	68,640	71,730
7	57,620	58,920	60,210	65,090	68,000	70,920	75,090
8		60,310	63,000	67,950	70,710	74,340	77,960
9			68,630	71,280	74,890	78,790	82,520
10				75,400	79,020	82,900	87,070
11				80,690	84,750	88,820	93,390
12				87,650	91,850	96,250	100,920
A*	60,890	66,780	73,700	92,660	97,470	102,500	108,500
B**	65,490	70,650	78,370	96,630	102,010	107,700	115,500

*A teacher shall be eligible for the first career step A after completing fourteen (14) satisfactory years of service in District 191 (See Article V, Sections 9 and 10)

**A teacher shall be eligible for a second career step B after completing nineteen (19) satisfactory years of service in District 191 (See Article V, Sections 9 and 10).

APPENDIX C-3
Co-Curricular Stipend Schedule
2025-2026

Activity	Head Varsity Coach / Lead	ASST	Middle School Head	Middle School ASST
Basketball	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Weight room	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Athletic Coordinator	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Wrestling	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Football	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Baseball	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Softball	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Danceline, Comp	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Hockey	\$ 6,800.00	\$ 4,800.00	\$ 4,400.00	\$ 3,100.00
Track	\$ 5,800.00	\$ 4,100.00	\$ 3,800.00	\$ 2,600.00
Soccer	\$ 5,800.00	\$ 4,100.00	\$ 3,800.00	\$ 2,600.00
Volleyball	\$ 5,800.00	\$ 4,100.00	\$ 3,800.00	\$ 2,600.00
Golf	\$ 5,800.00	\$ 4,100.00	\$ 3,800.00	\$ 2,600.00
Adapted Athletic Coordinator	\$ 5,800.00			
Swimming	\$ 5,800.00	\$ 4,100.00	\$ 3,800.00	\$ 2,600.00
Slalom Ski	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
XC Ski	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
Tennis	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
DECA	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
Lacrosse	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
Student Council	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
Equipment Manager	\$ 4,800.00	\$ 3,400.00	\$ 3,100.00	\$ 2,200.00
Vocal Freestyle	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Danceline, Perf.	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Quiz Bowl Advisor	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Vocal, Cocurricular Total	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Band, Cocurricular, Annual	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Diversity Coordinator	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Cheer, Annual	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Band, Drumline (Winter)	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Drum Line Competition				
Drill/Choreographer/Composer	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
XC Run	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Badminton	\$ 4,300.00	\$ 3,000.00	\$ 2,800.00	\$ 1,900.00
Musical Director	\$ 3,800.00	\$ 2,700.00	\$ 2,500.00	\$ 1,700.00
Math League	\$ 3,800.00	\$ 2,700.00	\$ 2,500.00	\$ 1,700.00

Activity	Head Varsity Coach / Lead	ASST	Middle School Head	Middle School ASST
Studio Producer	\$ 3,800.00	\$ 2,700.00	\$ 2,500.00	\$ 1,700.00
Chess	\$ 3,800.00	\$ 2,700.00		
Class Advisor	\$ 3,800.00	\$ 2,700.00	\$ 2,500.00	\$ 1,700.00
Band, Marching	\$ 3,800.00	\$ 2,700.00		
Debate	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Speech	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
FEA	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Cheer, Comp	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
YIG	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Science Quiz Bowl	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Science Challenge Fair	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Paper, Editorial	\$ 3,300.00	\$ 2,300.00	\$ 2,100.00	\$ 1,500.00
Band, Pep	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Mock Trial	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Band, Drumline (Fall) <i>Corrected 6.21.16</i>	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Marching Band Visual Drill/Choreographer	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Drum Line Drill Composer	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Computer Club	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Play One Act Director	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
PROUD Advisor	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Play, Full Length Director	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Musical Vocal	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Musical Choreographer	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Musical, Instrumental	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Musical Producer	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Musical Set Design	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
NHS (Includes Awards Coordination)	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Flag Line	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Yearbook	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Step Team	\$ 2,800.00	\$ 2,000.00	\$ 1,800.00	\$ 1,300.00
Safety Patrols (Elem)	\$ 2,800.00			
Admin Assistant (Elem)	\$ 2,800.00			
Chorus (Elem)	\$ 1,500.00			
Improv	\$ 1,500.00	\$ 1,100.00	\$ 1,000.00	\$ 700.00
Student Council (Elem)	\$ 1,500.00			
Literary Magazine	\$ 1,500.00	\$ 1,100.00	\$ 1,000.00	\$ 700.00
Science Fair (Elem)	\$ 1,500.00			
Peer Support/ Helpers	\$ 1,500.00			
Physics Club	\$ 1,500.00	\$ 1,100.00	\$ 1,000.00	\$ 700.00
Computer Club (Elem)	\$ 1,500.00			

APPENDIX C-3
Co-Curricular Stipend Schedule
2026-2027

Activity	Lead	ASST	MS LEAD	MS ASST
DECA	5500	3750	3500	2500
Student Council	5500	3750	3500	2500
Vocal Freestyle	4800	3250	3025	2050
Quiz Bowl Advisor	4800	3250	3025	2050
Vocal, Cocurricular, Total-Annual	4800	3250	3025	2050
Band, Cocurricular, Annual	4800	3250	3025	2050
Diversity Coordinator	4800	3250	3025	2050
Band, Drumline (Winter)	4800	3250	3025	2050
Drumline Competition Drill/Choreographer/Composer	4800	3250	3025	2050
Danceline, Perf.	4800	3250	3025	2050
Musical Director	4300	3000	2700	1825
Math League	4300	3000	2700	1825
Studio Producer	4300	3000	2700	1825
Chess	4300	3000	2700	1825
Class Advisor	4300	3000	2700	1825
Band, Marching	4300	3000		
Debate	3800	2750	2275	1600
Speech	3800	2750	2275	1600
Future Educators of America (FEA)	3800	2750	2275	1600
YIG	3800	2750	2275	1600
Science Quiz Bowl	3800	2750	2275	1600
Science Challenge Fair	3800	2750	2275	1600
Paper, Editorial	3800	2750	2275	1600
Yearbook	3800	2750	2275	1600
Graduation	3800			
FCCLA (Family, Career and Community Ldrs of America)	3800	2750		
Cheer, Comp	3800	2750	2275	1600
Band, Pep	3300	2250	1950	1400
Mock Trial	3300	2250	1950	1400
Band, Drumline (Fall)	3300	2250	1950	1400
Marching Band Visual Drill/Choreographer	3300	2250	1950	1400
Drumline Drill Composer	3300	2250	1950	1400
Computer Club	3300	2250	1950	1400
Play, One Act Director	3300	2250	1950	1400
PROUD Advisor	3300	2250	1950	1400
Play, Full Length Director	3300	2250	1950	1400
Musical Vocal	3300	2250	1950	1400
Musical Choreographer	3300	2250	1950	1400
Musical Instrumental	3300	2250	1950	1400
Musical Producer	3300	2250	1950	1400
Musical Set Design	3300	2250	1950	1400
National Honors Society (NHS, Includes Awards Coord.)	3300	2250	1950	1400
Safety Patrols (Elem)	3300			
Admin Assistant (Elem)	3300			
Link Crew	2500	1750	2475	1625
Web	2500	1750	2475	1625
PBIS	2000			
Chorus (Elem)	2000			
Improv	2000	1500	1100	750
Student Council (Elem)	2000			
Literary Magazine	2000	1500	1100	750
Science Fair (Elem)	2000			
Peer Helpers (Elem)	2000			
Physics Club	2000	1500	1100	750
Computer Club (Elem)	2000			

**APPENDIX C-4
EXTRA COMPENSATION**

Rate A: INSTRUCTION: Used when authorized by administration to create "products" which require training or experience in a specific area; e.g., writing curriculum.

Hourly rate, effective ~~July 1, 2014~~ ~~\$27.50~~ July 1, 2024 **\$28.50**

Rate B: WORKSHOP: Used when authorized by administration to represent the District; discussion rather than product oriented; e.g., workshop attendance.

Hourly rate, effective ~~July 1, 2014~~ ~~\$21.00~~ July 1, 2024 **\$21.75**

Rate C: SUPERVISION: Used when supervising students with delegated administrative responsibility, or when serving as an official.

Hourly rate, effective ~~July 1, 2014~~ ~~\$21.00~~ July 1, 2024 **\$21.75**

Rate D: HOMEBOUND: Used when teaching homebound students.

Hourly rate, effective ~~July 1, 2014~~ ~~\$25.00~~ July 1, 2024 **Pro Rata**

Rate E: AREA LEARNING CENTER: Used when voluntarily teaching classes/activities categorically funded as Area Learning Center opportunities.

Hourly rate, effective ~~July 1, 2014~~ ~~\$31.25~~ July 1, 2024 **\$32.25**

APPENDIX D-1
BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS
TEACHER CONTRACT
INDEPENDENT SCHOOL DISTRICT #191

The School Board of School District 191 of the State of Minnesota enters into this agreement with _____, a legally qualified and certificated teacher who agrees to teach in District 191 for the school year 202__-202__. In consideration, thereof, the School Board agrees to pay said teacher \$ _____ (salary schedule step ____ and lane ____) for basic services.

The following provisions shall apply and are a part of this contract:

1. Basic Services: Said teacher shall faithfully perform the teaching and other professional services prescribed by the School Board or its designated representative, abide by the rules and regulations as established by the School Board and any additions or amendments thereto for the annual salary indicated below, and agrees to teach in the school of said District as assigned in such grades or subjects for which that teacher has the necessary certification.
2. Duration: This contract is subject to the provisions of M.S. § 122A.40 as amended and to all laws of the State of Minnesota relevant to qualification, certification, employment, termination, and discharge for cause of teachers. Teachers who request a termination of contract at any time before the end of the current school year must receive the consent of the Board through a negotiated settlement with the Board or its designee.
3. Calendar: School year and vacation days shall be those named on the school calendar as adopted by the School Board, and the teacher agrees to teach on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines.
4. Subject to Master Agreement: This contract shall be subject to and consistent with this Master Agreement between the School District and the Exclusive Representative and the provisions of P.E.L.R.A. Laws of Minnesota, as amended.
5. Error: It is mutually agreed that if improper placement is made, for any reason, in accordance with the Master Agreement, the proper annual salary or recalculation of pro-rata salary shall be made and this contract so amended.

IN WITNESS THEREOF WE HAVE SUBSCRIBED OUR SIGNATURES THIS ____ DAY OF _____, 20____.

Teacher

Chairperson

Clerk

APPENDIX D-2
BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS
OCCUPATIONAL THERAPIST CONTRACT
INDEPENDENT SCHOOL DISTRICT #191

The School Board of School District 191, Burnsville, Minnesota enters into this agreement with _____, a legally qualified and licensed occupational therapist for the 202__-202__ school year. In consideration thereof, the School Board agrees to pay said occupational therapist \$ _____ (salary schedule step ____ and lane ____) for basic services.

The following provisions shall apply and are a part of this contract:

1. Basic Services: Said occupational therapist shall faithfully perform all professional services prescribed by the School Board or its designated representative, abide by the rules and regulations as established by the School Board and any additions or amendments thereto for the annual salary indicated below, and agrees to provide services in the schools of said District as assigned.
2. Conditions of Employment: This contract is governed by the policies and regulations of the School District and all laws of the State of Minnesota relevant to qualification, licensure, and employment. This contract shall be subject to and consistent with the master Agreement between the School District and the Exclusive Representative and the provisions of the Minnesota Public Employment Labor Relations Act as amended.
3. Duration: This is a continuing contract that applies to school year employment.
4. Termination: Occupational therapists who request a termination of contract at any time before the end of the current school year must receive the consent of the Board through a negotiated settlement with the Board or its designee. This contract may be terminated during its term for cause.
5. Calendar: School year and vacation days shall be those named on the school calendar as adopted by the School Board, and the occupational therapist agrees to work on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines.
6. Error: It is mutually agreed that if improper determination of salary is made, for any reason, the proper annual salary or recalculation of pro-rata salary shall be made and this contract so amended.

IN WITNESS THEREOF WE HAVE SUBSCRIBED OUR SIGNATURES THIS ____ DAY OF _____, 20____.

Occupational Therapist

Chairperson

Clerk

Appendix D-3

BURNSVILLE EAGAN SAVAGE Independent School District 191 Human Resources

AGENDA ITEM:

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

From: Stacey Sovine
Executive Director of Human Resources

Date: August 1__, 20__

RE: **Approving Board programming and staffing retention priorities for the 20__-20__ school year.**

RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVES FOR THE 20__ - 20__ SCHOOL YEAR, THE PROPOSED PROGRAMMING PRIORITIES AND STAFFING RETENTION PROTECTIONS AND THEIR QUALIFYING CRITERIA IN THE FOLLOWING AREAS:

BE IT FURTHER RESOLVED THAT: STAFFING RETENTION PROTECTION ALIGNS WITH THE DISTRICT 191 STRATEGIC PLAN AND ARE FOR TRAITS SUCH AS UNIQUE SPECIALIZED TRAINING, EXTERNAL CERTIFICATIONS OR LICENSES, LANGUAGE PROFICIENCY, AND RECRUITMENT AND RETENTION OF TEACHERS AND ADMINISTRATORS WITH DIVERSE RACIAL AND ETHNIC BACKGROUNDS. THE STAFFING RETENTION PROTECTIONS DO NOT LIMIT THE BOARD’S ABILITY TO DETERMINE THE PROGRAMS, FUNCTIONS, OVERALL BUDGET, UTILIZATION OF TECHNOLOGY, ORGANIZATIONAL STRUCTURE, SELECTION OF PERSONNEL, ABILITY TO DISIPLINE, AND THE DIRECTION AND NUMBER OF PERSONNEL.

Appendix E
VOLUNTARY PRE-KINDERGARTEN INSTRUCTORS

Section 1. Statutory Considerations: Pursuant to Minnesota Statutes, section 179A.03, subdivision 18, voluntary pre-kindergarten instructors fall within the definition of “teacher” for purposes of PERLA and are included within the teachers’ appropriate unit. However, because these instructors are not required to hold a license issued by the state department, they do not fall within the definition of a “teacher” for purposes of Minnesota Statutes, section 122A.40, subdivision 1 and, therefore, do not attain the rights to continuing contract/tenure status nor rights to bump pursuant to unrequested leave of absence (ULA).

Section 2. Probationary Period: Time spent as a voluntary pre-kindergarten instructor does not count toward the individual’s probationary period or potential future probationary period pursuant to Minnesota Statutes, sections 122A.40 and 122A.261. A voluntary pre-kindergarten instructor shall serve a probationary period of 208 working days of consecutive service in the School District, during that time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline the instructor. During this probationary period, the instructor shall have no recourse to the grievance procedure as far as suspension, discharge for cause, or other discipline is concerned. However, a probationary instructor shall have the right to bring a grievance regarding any other provisions of applicable sections of the Master Agreement alleged to have been violated.

Section 3. Lay Off: Voluntary Pre-Kindergarten instructors may be laid off at the School District’s discretion at any time based on the needs of the School District’s programs.

Effective July 1, 2027, A separate seniority list shall be compiled for voluntary pre-kindergarten instructors. The first date of continuous employment in a pre-kindergarten instructor capacity shall be the date of service in this District for purposes of placement on the seniority list. All appropriately licensed pre-kindergarten instructors will be placed at the top of the seniority list according to their date of service followed by the non-licensed.

In the event of job elimination or a reduction in force, the least senior non-licensed pre-kindergarten instructor without a bachelor’s degree will be the first to be placed on layoff. The least senior non-licensed pre-kindergarten instructor with a bachelor’s degree or higher will be second to be placed on layoff. The least senior licensed pre-kindergarten instructor will be third to be placed on layoff. No appropriately licensed pre-kindergarten instructor may be placed on layoff if a non-licensed pre-kindergarten instructor is employed. In the event there are no non-licensed pre-kindergarten instructors, appropriately licensed preschool instructors will be placed on layoff starting with the least senior.

Section 4. Hours of Service, Duty Day, Duty Week, and Duty Year: The hours of service, duty day, duty week, and duty year for voluntary pre-kindergarten instructors shall be as assigned by the School District and may be modified from time to time based upon the needs of the School District’s programs. The maximum number of days shall not exceed 208 days and includes time for paid lunch.

Section 5. Compensation: Voluntary pre-kindergarten instructors shall be compensated pursuant to the specific salary schedule, or such other method as the parties may agree to in writing and shall not be entitled to compensation on the regular teacher salary schedule.

Section 6. Conference and Preparation Time: A minimum of five minutes of preparation time shall be provided for every twenty-five minutes of instruction time. Preparation time shall be provided within the work week.

Section 7. Inclement Weather: If an employee is notified not to report for work, or, if after arriving for work, the employee is dismissed by authority of the Executive Director of Human Resources, a full day's wages shall be paid for the first day of each occurrence. When the district closes programming districtwide, a teacher can choose to work remotely. The teacher agrees to fulfill all responsibilities in accordance with the Remote Learning Dashboard. If the district only closes K-12 programming, Fee-Based program teachers will fulfill all responsibilities in-person. K-12 teachers can choose to work remotely and complete responsibilities in accordance with the Remote Learning Dashboard.

Section 7.8. Applicable Sections of the Master Agreement: Voluntary pre-kindergarten instructors shall be covered by the following articles of the Master Agreement:

ARTICLE I, RECOGNITION,
 ARTICLE II, COPIES OF RECORD,
 ARTICLE III, STATUTORY RESPONSIBILITIES AND OBLIGATIONS OF THE SCHOOL DISTRICT,
 ARTICLE IV, TEACHER RIGHTS,
 ARTICLE VII, GROUP INSURANCE,
 ARTICLE VIII, LEAVES OF ABSENCE,
 ARTICLE XI, PERSONNEL FILES,
 ARTICLE XII, Sections 9 and 10, 403(b) MATCHING CONTRIBUTION PLAN,
 ARTICLE XV, GRIEVANCE PROCEDURE,
 ARTICLE XVI, PUBLICATION OF AGREEMENT,
 ARTICLE XVII, DURATION,

APPENDIX C-3, C-4,

APPENDIX D-3.

Section 8.9. Sections of the Master Agreement Not Applicable: Voluntary Pre-Kindergarten instructors shall not be eligible for the following articles of the Master Agreement:

ARTICLE V, COMPENSATION,
 ARTICLE VI, EXTRA COMPENSATION,
 ARTICLE IX, HOURS OF SERVICE,
 ARTICLE X, LENGTH OF THE SCHOOL YEAR,
 ARTICLE XIII, UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT,
 ARTICLE XIV, INVOLUNTARY TRANSFERS / TRANSFER REQUESTS.
 APPENDIX A, ADULT BASIC EDUCATION (ABE), EARLY CHILDHOOD AND FAMILY EDUCATION (ECFE),
 APPENDIX B, TITLE 1, SCHOOL NURSE, OCCUPATIONAL THERAPIST,
 APPENDIX C-1 AND C-2 BEA SALARY SCHEDULES,
 APPENDIX D-1, D-2.

**Voluntary Pre-Kindergarten
 208 Day Salary Schedule
 2023-2024 2025-2026**

STEP	BA	BA+20	BA+40	BA+60/MA	MA+20	MA+40	MA+60
1	53,266	55,470	57,403	60,173	60,339	60,506	60,672
2	53,289	55,504	57,437	60,218	60,385	60,551	60,717
3	53,345	55,538	57,483	60,275	60,441	60,608	60,774
4	54,069	55,957	58,421	63,056	63,222	63,388	63,555
5	55,425	57,765	60,490	65,396	65,562	65,728	65,895
6	58,715	61,123	64,118	69,092	69,259	69,425	69,591
7	63,666	65,102	66,526	71,918	72,085	72,251	72,417
8		66,639	69,612	75,083	75,250	75,416	75,583
9			75,830	78,757	78,924	79,090	79,257
10				83,313	83,479	83,646	83,812
11				89,157	89,324	89,490	89,657
12				96,844	97,011	97,177	97,344
A*	67,283	73,783	81,437	102,383	102,550	102,716	102,883
B**	72,359	78,068	86,591	106,770	106,936	107,102	107,269

VPK (208 days) – Those without a license remain on BA lane.

**Voluntary Pre-Kindergarten
208 Day Salary Schedule
2024-2025 2026-2027**

STEP	BA	BA+20	BA+40	BA+60/MA	MA+20	MA+40	MA+60
1	54,491	56,746	58,726	61,563	61,730	61,896	62,063
2	54,514	56,781	58,760	61,609	61,775	61,941	62,108
3	54,572	56,816	58,805	61,665	61,832	61,998	62,164
4	55,312	57,244	59,766	64,514	64,680	64,847	65,013
5	56,700	59,099	61,891	66,910	67,077	67,243	67,410
6	60,071	62,536	65,599	70,686	70,852	71,019	71,185
7	65,136	66,605	68,063	73,580	73,746	73,913	74,079
8		68,177	71,217	76,813	76,979	77,146	77,312
9			77,582	80,577	80,744	80,910	81,077
10				85,235	85,401	85,568	85,734
11				91,215	91,381	91,548	91,714
12				99,083	99,249	99,415	99,582
A*	68,832	75,490	83,313	104,746	104,912	105,079	105,245
B**	74,032	79,865	88,592	109,234	109,400	109,567	109,733

VPK (208 days) – Those without a license remain on BA lane.

Appendix F
READY TO GROW / READY TO LEARN INSTRUCTORS

Section 1. Statutory Considerations: Pursuant to Minnesota Statutes, section 179A.03, subdivision 18, Ready to Grow / Ready to Learn instructors fall within the definition of “teacher” for purposes of PERLA and are included within the teachers’ appropriate unit. However, because these instructors are not required to hold a license issued by the state department, they do not fall within the definition of a “teacher” for purposes of Minnesota Statutes, section 122A.40, subdivision 1 and, therefore, do not attain the rights to continuing contract/tenure status nor rights to bump pursuant to unrequested leave of absence (ULA).

Section 2. Probationary Period: Time spent as a Ready to Grow / Ready to Learn instructor does not count toward the individual’s probationary period or potential future probationary period pursuant to Minnesota Statutes, sections 122A.40 and 122A.261. A Ready to Grow / Ready to Learn instructor shall serve a probationary period of 261 working days of consecutive service in the School District, during that time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline the instructor. During this probationary period, the instructor shall have no recourse to the grievance procedure as far as suspension, discharge for cause, or other discipline is concerned. However, a probationary instructor shall have the right to bring a grievance regarding any other provisions of applicable sections of the Master Agreement alleged to have been violated.

Section 3. Lay Off: Ready to Grow / Ready to Learn instructors may be laid off at the School District’s discretion at any time based on the needs of the School District’s programs.

Effective July 1, 2027, a separate seniority list shall be compiled for Ready to Learn and Ready to Grow instructors. The first date of continuous employment in a Ready to Learn and Ready to Grow instructor capacity shall be the date of service in this District for purposes of placement on the seniority list. All appropriately licensed Ready to Learn and Ready to Grow instructor will be placed at the top of the seniority list according to their date of service followed by the non-licensed Ready to Learn and Ready to Grow instructor.

In the event of job elimination or a reduction in force, the least senior non-licensed Ready to Grow and Ready to Learn instructor without a bachelor’s degree will be the first to be placed on layoff. The least senior non-licensed Ready to Learn and Ready to Grow instructor with a bachelor’s degree or higher will be second to be placed on layoff. The least senior licensed Ready to Learn and Ready to Grow instructor will be third to be placed on layoff. No appropriately Ready to Learn and Ready to Grow licensed instructor may be placed on layoff if a non-licensed Ready to Learn and Ready to Grow instructor is employed. In the event there are no non-licensed Ready to Learn and Ready to Grow instructors, appropriately licensed Ready to Learn and Ready to Grow instructor will be placed on layoff starting with the least senior.

Section 4. Hours of Service, Duty Day, Duty Week, and Duty Year: The hours of service, duty day, duty week, and duty year for Ready to Grow / Ready to Learn instructors shall be as assigned by the School District and may be modified from time to time based upon the needs of the School District’s programs. The maximum number of days shall not exceed 261 days.

Section 5. Compensation: Ready to Grow / Ready to Learn instructors shall be compensated pursuant to the specific salary schedule, or such other method as the parties may agree to in writing and shall not be entitled to compensation on the regular teacher salary schedule.

Section 6. Personal Leave: In addition to Article VIII Section 2: At the beginning of each fiscal year, each instructor shall be credited with eight (8) days for the instructor’s personal absence. Part-time instructors shall accrue and be eligible for such benefits on a prorated basis. Accrual amounts will follow Article VIII Section 2.

Section 7. Inclement Weather: If an employee is notified not to report for work, or, if after arriving for work, the employee is dismissed by authority of the Executive Director of Human Resources, a full day's wages shall be paid for the first day of each occurrence. When the district closes programming districtwide, a teacher can choose

to work remotely. The teacher agrees to fulfill all responsibilities in accordance with the Remote Learning Dashboard. If the district only closes K-12 programming, Fee-Based program teachers will fulfill all responsibilities in-person. K-12 teachers can choose to work remotely and complete responsibilities in accordance with the Remote Learning Dashboard.

Section 6.8. Applicable Sections of the Master Agreement: Ready to Grow / Ready to Learn instructors shall be covered by the following articles of the Master Agreement:

ARTICLE I, RECOGNITION,
 ARTICLE II, COPIES OF RECORD,
 ARTICLE III, STATUTORY RESPONSIBILITIES AND OBLIGATIONS OF THE SCHOOL DISTRICT,
 ARTICLE IV, TEACHER RIGHTS,
 ARTICLE VII, GROUP INSURANCE,
 ARTICLE VIII, LEAVES OF ABSENCE,
 ARTICLE XI, PERSONNEL FILES,
 ARTICLE XII, Sections 9 and 10, 403(b) MATCHING CONTRIBUTION PLAN,
 ARTICLE XV, GRIEVANCE PROCEDURE,
 ARTICLE XVI, PUBLICATION OF AGREEMENT,
 ARTICLE XVII, DURATION,

 APPENDIX C-3, C-4,

 APPENDIX D-3.

Section 7.9. Sections of the Master Agreement Not Applicable: Ready to Grow / Ready to Learn instructors shall not be eligible for the following articles of the Master Agreement:

ARTICLE V, COMPENSATION,
 ARTICLE VI, EXTRA COMPENSATION,
 ARTICLE IX, HOURS OF SERVICE,
 ARTICLE X, LENGTH OF THE SCHOOL YEAR,
 ARTICLE XIII, UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT,
 ARTICLE XIV, INVOLUNTARY TRANSFERS / TRANSFER REQUESTS.
 APPENDIX A, ADULT BASIC EDUCATION (ABE), EARLY CHILDHOOD AND FAMILY EDUCATION (ECFE),
 APPENDIX B, TITLE 1, SCHOOL NURSE, OCCUPATIONAL THERAPIST,
 APPENDIX C-1 AND C-2 BEA SALARY SCHEDULES,
 APPENDIX D-1, D-2.

**Ready to Grow / Ready to Learn
 (261 day) Salary Schedule**

2025-2026				2026-2027	
STEP	Base			STEP	Base
1	45,214			1	46,254
2	47,158			2	48,242
3	49,102			3	50,231
4	50,546			4	51,709
5	51,990			5	53,186
6	53,379			6	54,607
7	54,768			7	56,027
8	56,958			8	58,268
9	59,237			9	60,599
10	61,606			10	63,023
11	64,070			11	65,544
12	66,633			12	68,166
13	69,298			13	70,892
14	72,070			14	73,728
15	75,275			15	77,006
16	75,275			16	77,006
17	75,275			17	77,006
18	75,275			18	77,006
19	75,275			19	77,006
20	76,343			20	78,099

MEMORANDUM OF UNDERSTANDING

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

- 1. The School District and Union are parties to a collective bargaining agreement governing Teachers for the period July 1, 2023 2025 through June 30, 2025 2027.
- 2. This MOU applies when school is not in session during the summer months to teachers required to attend workshops and professional development out of state.
- 3. The District agrees to pay \$150 per diem for full days as identified in **Regulation 412 Expense Reimbursement for Travel**. Partial days will be pro-rated by \$50 segments aligned to meal per diems. For example, if a travel day requires a per diem for lunch and dinner, then the teacher would receive \$100 per diem for salary reimbursement.
- 4. Required in-state professional development and workshops will be paid according to Appendix C-4 of the 2023-2025 Master Agreement. Additional expenses for mileage will be paid according to policy and IRS regulations.

This MEMORANDUM OF UNDERSTANDING shall be in effect July 1, 2023 2025 through June 30, 2025 2027.

Burnsville Education Association
Burnsville, MN 55337

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

Union Representative

Employer Representative

Dated: _____

Dated: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Burnsville Education Association (hereinafter referred to as the Union), representing the Teachers 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. Notwithstanding Appendix C-3 of the 2023-2025-2025-2027 contract, the following employees shall receive the identified stipend for the activity listed as long as they hold the position or until the amount listed under Appendix C-3 is greater.

Last Name	First Name	Location Description	Description	Amount
Boeklund	Timothy	BHS	Alpine Skiing—Head	\$5063.00
French	Keith J	BHS	Band, Marching (FALL)	\$4,006.80
Reynolds	Chelsea L	BHS	Swimming Asst.	\$4,708.00
Webber	Jeffrey	BHS	Track—Asst. Boys	\$4,349.00

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

Burnsville Education Association
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 Burnsville Education Association (hereinafter referred to as the Union), representing the Teachers 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.

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

_____	_____
Union Representative	Employer Representative

Dated: _____	Dated: _____
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MEMORANDUM OF UNDERSTANDING

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

Burnsville Education Association
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 Burnsville Education Association (hereinafter referred to as the Union), representing the Teachers 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. Both parties have identified the following individuals and mutually agreed as a part of negotiations that they will be entitled to completing 14 years of experience within the district on the following dates.
3. The identified individuals will be entitled to benefits under Articles V, VIII, and XII based on the listed dates.
4. The Parties reserve the right to adjust the list before December 31, 2021 with the joint approval of the BEA President and the Executive Director of Human Resources.
5. Between July 1, 2021 and the identified date, a year of employment for career teacher compensation purposes shall be any year for which the teacher received step advancement under that Master Agreement or policy. If the employee does not advance a step, the identified date shall be adjusted back accordingly.
6. The MOU is not subject to grievance language.
7. Employees are only entitled to new benefits or pay effective July 1, 2021. There is no back pay for any disputed experience.

Employee	Date completing 14 years of service
Ashley Gravink	June 30, 2029
Jennifer Kennedy	June 30, 2027
Kellie Allman	June 30, 2026 2025
Anne Staum	June 30, 2024
Bryeny Neal	June 30, 2023
Jessica Rau	June 30, 2021

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

Burnsville Education Association
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 Burnsville Education Association (hereinafter referred to as the Union), representing the Teachers 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 District has been approved by MDE to have an online school, the Virtual Academy.
3. Both parties understand that students may choose to participate in on-line learning because of their experience this year or over continuing COVID concerns. This makes it difficult to anticipate the final enrollment numbers until it is implemented.
4. The District understands the additional pressure of trying to teach students both in person and on-line simultaneously. It will make every effort to avoid scheduling classes that are simultaneous to the extent possible.

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

Burnsville Education Association
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 Burnsville Education Association (hereinafter referred to as the Union), representing the Teachers of the School District as follows:

1. The School District and Union are parties to a collective bargaining agreement governing Teachers for the period July 1, 2023 through June 30, 2025.
2. Notwithstanding Appendix A, Compensation 2023-2024, BA Step 5 (\$46,070), the Union and the District agree that Jessica Northenscald will be paid for 2023-2024, BA Step 5 the annual amount of (\$47,440) prorated to her annual fte.
3. Both parties agree this is to hold Northenscald harmless in her annual salary from the 2022-2023 annual rate.

This MEMORANDUM OF UNDERSTANDING shall be in effect July 1, 2023 through June 30, 2025.

Burnsville Education Association	Independent School Dist. 191
Burnsville, MN 55337	200 West Burnsville Parkway
	Burnsville, MN 55337

_____	_____
Union Representative	Employer Representative

Dated: _____	Dated: _____
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MEMORANDUM OF UNDERSTANDING

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

1. The School District and Union are parties to a collective bargaining agreement governing Teachers for the period July 1, 2023 through June 30, 2025.
2. Notwithstanding Appendix E, Compensation 2023-2024, BA Step 8 (\$59,834), the Union and the District agree that Virginia Hanson will be paid for 2023-2024, BA Step 8 the annual amount of (\$65,198) prorated to her annual fte.
3. Hanson will continue to be eligible to earn step advancement and will be paid an annual amount of (65,198) prorated to her annual fte. This amount will remain in effect until the Appendix E, Compensation for the year exceeds this amount or until she acquires a valid MN teaching license in which her educational experience will determine lane placement at that time.
4. Both parties agree this is to hold Hanson harmless in her annual salary from the 2022-2023 annual rate.

This MEMORANDUM OF UNDERSTANDING shall be in effect July 1, 2023 through June 30, 2025.

Burnsville Education Association	Independent School Dist. 191
Burnsville, MN 55337	200 West Burnsville Parkway
	Burnsville, MN 55337

_____	_____
Union Representative	Employer Representative

Dated: _____	Dated: _____
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MEMORANDUM OF UNDERSTANDING

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

1. The School District and Union are parties to a collective bargaining agreement governing Teachers for the period July 1, 2023 through June 30, 2025.
2. Notwithstanding Article XII, Section 10, Subd. 1, the following individuals will continue to be eligible for a match up to \$500 annually to an approved 403(b) plan until they complete their probationary period per MN Statute 122A.40.

Name
Fandrich, Kari
Hanson, Virginia
Santos, Miya
Schiffman, Suzanne
Smith-Lossiah, Sharon
Watson, Melissa

3. Both parties agree this is to hold the individuals harmless in their annual 403(b) match rate.

This MEMORANDUM OF UNDERSTANDING shall be in effect July 1, 2023 through June 30, 2025.

Burnsville Education Association	Independent School Dist. 191
Burnsville, MN 55337	200 West Burnsville Parkway
	Burnsville, MN 55337

_____	_____
Union Representative	Employer Representative

Dated: _____	Dated: _____
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MEMORANDUM OF UNDERSTANDING

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

1. The School District and Union are parties to a collective bargaining agreement governing Teachers for the period July 1, 2025 through June 30, 2027.
2. Notwithstanding Article VI, Section G. A teacher who has master’s degree or higher in the subject taught OR a master’s degree or higher in another discipline + 18 graduate credits in the subject taught and is assigned to an Associates of Arts (AA) level class shall be paid a stipend of \$1,000 per year for each new AA courses taught. Duplicate courses count as 1 course.
3. Teachers provided an annual written exemption from a sponsoring university shall be eligible for Article VI, Section G.
4. It is the teacher’s responsibility to provide a copy of the exemption to Human Resources each year.

This MEMORANDUM OF UNDERSTANDING shall be in effect July 1, 2025 through June 30, 2027.

Burnsville Education Association
Burnsville, MN 55337

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

Union Representative

Employer Representative

Dated: _____

Dated: _____

**MEMORANDUM OF UNDERSTANDING
Minnesota Paid Family Medical Leave (PFML)**

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Burnsville Education Association (hereinafter referred to as the Union), representing the Teachers 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. The Minnesota Paid Leave Law (Minnesota Statutes Chapter 268B) creates a statewide Family and Medical Leave insurance program, scheduled to become effective on January 1, 2026. The Employees represented by the Union are covered under this new statute. Given that the Statute may undergo multiple revisions during its implementation, this agreement provides language that allows all parties to plan and rely on specific details. The core understanding of this document is that it shall not restrict any mandated employee benefit required by the statute. PFML benefits are defined as monetary payments associated with qualifying events such as bonding, family care, medical care related to pregnancy, serious health conditions, qualifying exigency, or safety leave.
- 3. **Premium Contribution**
 - a. The District and the Union agree that the Employer shall contribute 50% of the premiums to the State, and the employee shall pay the remaining 50% of the premium through wage deduction.
- 4. **Non-Supplementation of State Benefits**
 - a. The Union acknowledges that the District has determined it will not designate paid accrued leave (such as sick leave, personal time, or vacation pay) as a supplemental benefit payment.
 - b. A "Supplemental benefit payment" is defined in the statute as a payment made by an employer, such as salary continuation or paid time off, which is given in addition to any PFML benefits the employee receives under Chapter 268B.
 - c. An employee retains the ability to use accrued paid time off (like vacation pay or sick leave) in lieu of receiving the state PFML program benefits, provided the employee is concurrently eligible for the leave.
- 5. **Increments for Intermittent Leave**
 - a. The minimum increment of intermittent leave permitted by this agreement is one calendar day. A "calendar day" refers to a fixed 24-hour period.
- 6. **Relationship to Federal FMLA**
 - a. Leave required by the federal Family and Medical Leave Act (FMLA) will, as permitted by law, run concurrently with the new state benefit.

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

Burnsville Education Association
Burnsville, MN 55337

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

Union Representative

Employer Representative

Dated: _____

Dated: _____

MEMORANDUM OF UNDERSTANDING

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

1. The School District and Union are parties to a collective bargaining agreement governing Teachers for the period July 1, 2025 through June 30, 2027.
2. On July 9, 2025 both the Union and the District agreed to the following language and desire to implement effective on the date this MOU is signed by both parties.
3. Appendix F, Section 8. Personal Leave: In addition to Article VIII Section 2: At the beginning of each fiscal year, each teacher shall be credited with eight (8) days for the instructor’s personal absence. Part-time instructors shall accrue and be eligible for such benefits on a prorated basis. Accrual amounts will follow Article VIII Section 2.

This MEMORANDUM OF UNDERSTANDING shall be in effect July 1, 2025 through June 30, 2027.

Burnsville Education Association
Burnsville, MN 55337

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

Union Representative

Employer Representative

Dated: _____

Dated: _____

MEMORANDUM OF UNDERSTANDING

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

1. The School District and Union are parties to a collective bargaining agreement governing Teachers for the period July 1, 2025 through June 30, 2027.
2. Effective September 15, 2025, any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the School District an assignment authorizing deduction of membership dues in the Association, including Education Minnesota and the National Education Association. The Association will notify the District by September 15, 2025 the amount of dues to be deducted. Pursuant to such authorization, the School District shall deduct one eighteenth (1/18) of such dues from each regular salary check of the teacher beginning in mid-October and ending June 30 of each year. Deductions for teachers employed after the commencement of the school year or with less than eighteen (18) paychecks from mid-October thru June 30 shall be appropriately prorated to complete payments by June 30.

This MEMORANDUM OF UNDERSTANDING shall be in effect September 1, 2025 through June 30, 2026.

Burnsville Education Association
Burnsville, MN 55337

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

Union Representative

Employer Representative

Dated: _____

Dated: _____

MEMORANDUM OF UNDERSTANDING

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

1. The School District and Union are parties to a collective bargaining agreement governing Teachers for the period July 1, 2025 through June 30, 2027.
2. Notwithstanding Appendix C-1, Compensation 2025-2026, the Union and the District agree that the following individuals shall be paid the listed amount prorated to their annual fte.

Employee	Amount
Hirani, Misbah M	\$ 61,000
Lee, Jennifer	\$ 61,000
Maravillas, Edevie O	\$ 61,000
Warren, Haley M	\$ 60,080
Scavone, Avery R	\$ 62,870
Glansman, Samantha	\$ 66,610
Jones, Whitney E	\$ 66,610
King, Ryan P	\$ 66,610
Kelly, Katie J	\$ 66,610
Linner, Sarah M	\$ 66,610
Moran, Molly K	\$ 66,610
Holman, Sandra L	\$ 70,630
Jagow, Haley R	\$ 70,630

This MEMORANDUM OF UNDERSTANDING shall be in effect July 1, 2025 through June 30, 2027.

Burnsville Education Association
Burnsville, MN 55337

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

Union Representative

Employer Representative

Dated: _____

Dated: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Burnsville Education Association (hereinafter referred to as the Union), representing the Teachers 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. Notwithstanding Appendix C-3 of the 2025-2027 contract, the following employees shall receive the identified stipend for the assignment and fte listed as long as they hold the position or until the Board Approved amount is greater.

Assignment	Employee	FTE	Total Pay	Assignment	Employee	FTE	Total Pay
Adapted Athletic Coordinator	Johnson, Ronna E	1.00	6,090.00	Cc Running - Asst Girls	Waller, Jennifer	0.50	1,500.00
Alpine Skiing - Asst	Kimmes, Thomas H	1.00	3,400.00	Cc Running - Asst Girls	Winterlin, Jeffrey	0.50	1,500.00
Alpine Skiing - Asst	Shellum, Kirk D	1.00	3,400.00	Cc Running - Head (MS)	Fredricks, Joel J	1.00	2,800.00
Alpine Skiing - Head	Kimmes, Maria	1.00	4,800.00	Cc Running - Head (MS)	Neptuno-temozan, Julio	1.00	2,800.00
Athletic Coordinator	Amegbleame, Coudjo	0.50	2,200.00	Cc Running - Head (MS)	Proctor, Beth	1.00	2,800.00
Athletic Coordinator	Johnson, Ronna E	1.00	6,800.00	Cc Running - Head (MS)	Rogers, Cole	1.00	2,800.00
Athletic Coordinator	Nesseth, Paul L	0.50	2,200.00	Cc Running - Head Boys	Webber, Jeffrey	1.05	4,740.75
Athletic Coordinator	Nesseth, Paul L	1.00	4,400.00	Cc Running - Head Girls	Burnham, Charles F	1.05	4,740.75
Athletic Coordinator	Pearson, Chad W	1.00	4,400.00	Cheer Annual	Willett, Alison A	1.00	4,300.00
Badminton - Asst	Mao, Summer	1.00	3,000.00	Cheer Annual Asst	Webb, Kirstin A	0.40	1,200.00
Badminton - Asst	Nguyen, Randy-Hoa	1.00	3,000.00	Danceline Comp - Asst	Edmondson, Mercy	0.83	3,999.98
Badminton - Head	Nguyen, Anthony	1.00	4,300.00	Danceline Comp - Asst	Engebretson, AnnMarie S	1.00	4,800.00
Baseball - Asst	Anderson, Joseph R	0.58	2,799.98	Danceline Comp - Asst	Gruber, Alexis Y	1.00	4,800.00
Baseball - Asst	Bunnell, Keith M	0.42	2,000.02	Danceline Comp - Asst	Sinclair, Alyssa	0.38	1,800.00
Baseball - Asst	Giese, Asher J	0.42	2,000.02	Danceline Comp - Asst	Thomas, Megan K	1.00	6,800.00
Baseball - Asst	Holmquist, Michael W	0.42	2,000.02	Equipment Manager	Kinsella, Joe	1.00	4,800.00
Baseball - Asst	King, Ryan P	0.63	3,000.00	Football - Asst	Berg, Aaron L	0.44	2,124.96
Baseball - Asst	Schiller, Bradley J	1.00	4,800.00	Football - Asst	Goblirsch, Brian J	1.00	4,800.00
Baseball - Asst	Schliemann, Samuel	0.42	2,000.02	Football - Asst	Grahn, Anders AD	0.83	3,999.98
Baseball - Asst	Scholl, Mick G	0.73	3,500.02	Football - Asst	Henke, Ryan R	0.52	2,499.98
Baseball - Asst	Woelfel, Ben	0.14	679.97	Football - Asst	Ivy, Henry	0.44	2,124.96
Baseball - Head	Banitt, Justin	1.00	6,800.00	Football - Asst	Kibler, Christian D	0.63	3,000.00
Basketball - Asst Boys	Abdullahi, Ibrahim H	1.00	3,100.00	Football - Asst	King, Ryan P	1.00	4,800.00
Basketball - Asst Boys	Burthay, Brian G	1.00	3,100.00	Football - Asst	Kinsella, Joe	1.00	4,800.00
Basketball - Asst Boys	Diriye, Mubashir	1.00	4,800.00	Football - Asst	Kubitz, Brandon W	0.90	4,299.98
Basketball - Asst Boys	Hansen, Kiersten J	1.00	4,800.00	Football - Asst	Padilla, Albert	0.76	3,654.96
Basketball - Asst Boys	Kubitz, Brandon W	1.00	4,800.00	Football - Asst	Sargent, Leon T	0.32	1,530.00
Basketball - Asst Boys	McGee, Tyler	1.00	2,123.29	Football - Asst	Steward, Dante	0.44	2,124.96
Basketball - Asst Boys	Pickett, Brian T	1.00	3,100.00	Football - Asst	Willis, Donard E	0.79	3,799.97
Basketball - Asst Boys	Ward, Hudson L	1.00	3,100.00	Football - Asst	Winters, Andre C	0.73	3,499.97
Basketball - Asst Boys	Weston, Bruce A	1.00	4,800.00	Football - Asst	Zilka, Nicholas	0.63	3,000.00
Basketball - Asst Boys	Zilka, Nicholas	1.00	4,800.00	Football - Head	Varpness, Vincent C	1.05	7,140.00
Basketball - Asst Girls	Abdullahi, Ibrahim H	1.00	3,100.00	Golf - Asst Boys	Chamberlain, Tim P	0.18	749.97
Basketball - Asst Girls	Burthay, Brian G	1.00	3,100.00	Golf - Asst Boys	Moore, Reese T	1.00	4,100.00
Basketball - Asst Girls	Kesseh, Eustace K	1.00	4,800.00	Golf - Head Boys	Hartman, Daniel	1.00	5,800.00
Basketball - Asst Girls	Kinsella, Joe	1.00	4,800.00	Nordic Skiing - Asst	Friedmann, Zachary G	0.50	2,400.00
Basketball - Asst Girls	Pickett, Brian T	1.00	3,100.00	Nordic Skiing - Head	Ayers, Gabrielle J	1.00	4,800.00
Basketball - Asst Girls	Richardson, DeMario	1.00	4,800.00	Soccer - Asst Boys	Abdullahi, Adnan H	1.00	2,600.00
Basketball - Asst Girls	Riddersen, Jason M	1.00	4,800.00	Soccer - Asst Boys	Dodd, Alexander	1.00	4,100.00
Basketball - Head Boys	Leafblad, Erik C	1.00	6,800.00	Soccer - Asst Boys	Jawla, Saikou	0.90	2,340.00
Basketball - Head Boys	McGee, Steven J	1.00	4,400.00	Soccer - Asst Boys	Johnson, Alexia	0.90	3,690.00
Basketball - Head Boys	Thompson, Robert L	1.00	4,400.00	Soccer - Asst Boys	Osman, Nasteexo A	1.00	2,600.00
Basketball - Head Girls	McGee, Steven J	1.00	4,400.00	Soccer - Asst Boys	Pickett, Brian T	1.00	2,600.00
Basketball - Head Girls	Shaw, David W	1.00	6,800.00	Soccer - Asst Boys	Popkin, Jakob A	1.00	4,100.00
Basketball - Head Girls	Thompson, Robert L	1.00	4,400.00	Soccer - Asst Boys	Stalock, Andrew R	0.50	2,050.00
Cc Running - Asst Boys	Strand, Nate R	1.00	3,000.00				

Assignment	Employee	FTE	Total Pay	Assignment	Employee	FTE	Total Pay
Soccer - Asst Boys	Veliz, Jose A	0.66	2,706.00	Track - Asst Girls	Coleman, Hannah L	0.40	1,640.00
Soccer - Asst Boys	Waters, Brian M	1.00	4,100.00	Track - Asst Girls	Graham, Kevin A	0.50	2,050.00
Soccer - Asst Girls	Connors, Molly M	1.00	4,100.00	Track - Asst Girls	Mosey, Pat	0.70	2,870.00
Soccer - Asst Girls	Gaona, Luisa	1.00	2,600.00	Track - Asst Girls	Olson, AnaLuisa J	1.00	2,600.00
Soccer - Asst Girls	Lewandowski, Megan J	1.00	2,600.00	Track - Asst Girls	Strand, Nate R	1.00	2,600.00
Soccer - Asst Girls	Silberman, Kevin	1.00	4,100.00	Track - Head Boys	Khamratthanome, Bounthavy	1.00	5,800.00
Soccer - Head Boys	Nacey, Brian T	1.00	5,800.00	Track - Head Boys (ms)	McGee, Steven J	1.00	3,800.00
Soccer - Head Boys (ms)	Abdullahi, Ibrahim H	1.00	3,800.00	Track - Head Boys (ms)	Neptuno-temozan, Julio	1.00	3,800.00
Soccer - Head Boys (ms)	Kaahiye, Axmad	1.00	3,800.00	Track - Head Girls	Adkins, Abigail E	0.50	2,900.00
Soccer - Head Girls	Thompson, Robert L	1.00	3,800.00	Track - Head Girls	Graham, Kevin A	0.50	2,900.00
Soccer - Head Girls	Voight, Adam T	1.00	5,800.00	Track - Head Girls (ms)	Thompson, Robert L	1.00	3,800.00
Soccer - Head Girls (ms)	Hemansen, Laura J	1.00	3,800.00	Volleyball - Asst	Hertel, Sabrina M	0.85	3,500.01
Softball - Asst	Akerson, Rebecca D	1.00	4,800.00	Volleyball - Asst	Hillyer, Abigail R	1.00	4,100.00
Softball - Asst	Kinsella, Joe	1.00	4,800.00	Volleyball - Asst	Kunze-Hoeg, Jeffrey H	0.78	3,199.97
Softball - Head	Reuss, Eric	1.05	7,140.00	Volleyball - Asst	Meyer, Brennan J	0.88	3,599.96
Strength & Conditioning	King, Ryan P	0.75	5,100.00	Volleyball - Asst	Parker, Sarah E	1.00	4,100.00
Strength & Conditioning	King, Ryan P	0.80	5,440.00	Volleyball - Asst	Ringger, Tracy A	0.78	3,199.97
Strength & Conditioning	King, Ryan P	1.00	6,800.00	Volleyball - Asst	Robinson, Brooke J	0.93	3,800.00
Strength & Conditioning	Moore, Reese T	0.20	1,360.00	Volleyball - Asst (ms)	Burthay, Brian G	1.00	2,600.00
Strength & Conditioning	Varpness, Vincent C	0.25	1,700.00	Volleyball - Asst (ms)	Drutowski, Alison	1.00	2,600.00
Swimming - Asst	Pearson, Scott W	0.70	2,870.00	Volleyball - Asst (ms)	Hoge, Brittny	0.50	1,300.00
Swimming - Asst	Reynolds, Chelsea L	1.00	4,708.00	Volleyball - Asst (ms)	Simmons, Sean D	1.00	2,600.00
Swimming - Asst	Vogt, Kendra M	0.59	2,402.97	Volleyball - Asst (ms)	Westerlund, Danette R	0.50	1,300.00
Swimming - Asst Boys	Hare, Cayden S	0.29	1,172.97	Volleyball - Head	Wastvedt, Joshua D	1.00	5,800.00
Swimming - Asst Boys	Rojas, Daniel P	0.30	1,230.00	Volleyball - Head (ms)	Hermes, Shelley	1.00	3,800.00
Swimming - Asst Boys	Schonewill, Crix L	1.00	4,100.00	Volleyball - Head (ms)	Hoge, Brittny	0.50	1,900.00
Swimming - Asst Boys	Sieben, Kylie E	0.70	2,870.00	Volleyball - Head (ms)	Westerlund, Danette R	0.50	1,900.00
Swimming - Head Boys	Mauser, Benjamin	1.00	5,800.00	Weight Room	Jawla, Saikou	1.00	4,400.00
Swimming - Head Girls	Harrod, Kim	1.05	6,394.50	Weight Room	Kibler, Christian D	0.50	3,400.00
Tennis - Asst Girls	Jenquin, Marielle R	1.00	3,400.00	Weightroom - Asst	Grahn, Anders AD	0.50	2,400.00
Tennis - Boys (ms)	Johnson, Ronna E	1.00	3,100.00	Weightroom - Asst	Kubes, Margaret J	0.50	1,550.00
Tennis - Boys Asst	Jenquin, Marielle R	1.00	3,400.00	Weightroom - Asst	Paetzold, Robert James	0.50	1,550.00
Tennis - Boys Asst	Kubitz, Brandon W	1.00	3,400.00	Weightroom - Asst	Phousinith, Anoulack	0.50	2,400.00
Tennis - Boys Head	Nesseth, Paul L	1.00	4,800.00	Weightroom - Head	Kubes, Margaret J	0.50	2,200.00
Tennis - Girls (ms)	Johnson, Ronna E	1.00	3,100.00	Weightroom - Head	Lerfald, Justin	1.05	7,140.00
Tennis - Head Girls	Nesseth, Paul L	1.00	4,800.00	Weightroom - Head	Moore, Reese T	0.25	1,700.00
Track - Asst Boys	Blanchard, Trey C	0.50	2,050.00	Weightroom - Head	Paetzold, Robert James	0.50	2,200.00
Track - Asst Boys	Coleman, Hannah L	0.40	1,640.00	Weightroom - Head	Varpness, Vincent C	0.25	1,700.00
Track - Asst Boys	Grahn, Anders AD	1.00	4,100.00	Wrestling - Asst	Dykstra, Bryan G.	0.60	2,880.00
Track - Asst Boys	Phousinith, Anoulack	0.50	2,050.00	Wrestling - Asst	Loredo, Joshua	1.00	3,100.00
Track - Asst Boys	Pickett, Brian T	1.00	2,600.00	Wrestling - Asst	Raspel, Sergei N	1.00	4,800.00
Track - Asst Boys	Proctor, Beth	0.50	1,300.00	Wrestling - Asst	Ripplinger, Ayden C	0.40	1,920.00
Track - Asst Boys	Silberman, Kevin	0.60	2,460.00	Wrestling - Head	Sellers, Andre Q	1.00	6,800.00
Track - Asst Girls	Adkins, Abigail E	0.50	2,050.00	Wrestling - Head (ms)	Lutz, Ethan W	1.00	4,400.00
Track - Asst Girls	Armstrong, Riley R	0.73	2,999.97				

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

Burnsville Education Association
 Burnsville, MN 55337

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

Union Representative Chair

Employer Representative

Dated: _____

Dated: _____

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5. Proposed Revisions in the Collective Bargaining Agreement with the
Burnsville Association of Educational Assistants

275

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



**Agenda V.B.5.
January 8, 2026**

To: Board of Education
Dr. Latanya Daniels superintendent

From: Stacey Sovine, executive director of administrative services

Date: January 8, 2025

Re: Proposed Revisions in the Collective Bargaining Agreement with the Burnsville Association of Educational Assistants

Recommendation: That the Board of Education approve the proposed revisions and readopt the unchanged language in the 2025-2027 Collective Bargaining Agreement with the Burnsville Association of Educational Assistants (BAEA).

The District reached a tentative agreement on a new two-year contract with the Education Assistants in July. There are 184 assistants within the unit. During the collective bargaining process, less than 20 language items were on the table for discussion. BAEA ratified the agreement early December.

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

- Deleting dated language
- 1.5 Steps
- Added MOU's for half year step in 2026-2027; MNPL; Labor Relations, and Breaks
- Reworked attendance incentive

Economic terms agreed to include:

- 2% increase year one and 2% increase year two on the salary schedule levels 2 and 3
- Level 1, 3% each year
- Increase family contribution for medical insurance to 80% in 2026
- 2 year increased cost approximately \$1.37 million
- MSBA package 9.89%

Attachment: Copy of tentative agreement

MASTER AGREEMENT

JULY 1, 2023 2025 – JUNE 30, 2025 2027

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

And

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

2023 – 2025 -- 2027

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HR Contact Information

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

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

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

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

Krissi Kacmarynski Kelli Mitsch- Employment Specialist
kkacmarynski@isd191.org kmitsch@isd191.org
 (952) 707-2009
 Office Management
 Personnel File Maintenance & Viewing Appointments
 Employment Verification
 Calendar Management
 Training Facilitator
 Negotiations Process Facilitator
 Applitrack Software Lead
 Name/Address Changes

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

[Employee Information](#)

MASTER AGREEMENT PURPOSE

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

ARTICLE I PARTIES

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

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

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

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

ARTICLE III SCHOOL BOARD RIGHTS

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

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

ARTICLE IV
ASSOCIATION/EMPLOYEE RIGHTS

Section 1. Association Rights:

- Subd. 1. Negotiations: The Association may designate up to four (4) members to act as representatives for the purpose of negotiations and shall inform the employer in writing of such choices and changes in positions.
- Subd. 2. Dues Check-off: Any Educational assistant who is a member of the Association shall pay dues, established by the Association. The School District will remit to the Association the amounts of dues taken out for each individual and a list of such names. in a paycheck when requested.
- Subd. 3. Transaction of Business: Duly authorized representatives of the Association shall be permitted to transact official Association business on school premises provided that this shall not unduly interfere with nor disrupt of the operations of the School. The Association may use the District mail service (not U.S. Mail) and employee mailboxes for communications to employees.
- Subd. 4. Time Off for Exclusive Representation: The District will provide reasonable time off to elected officers or appointed representatives of the Exclusive Representative for the purpose of conducting the duties of Exclusive Representative including, but not limited to, grievance investigation and processing and conferring with District representatives and immediate supervisors with respect to the establishment, interpretation, and application of the provisions of this Agreement. The Exclusive Representative shall notify his/her immediate supervisor at least two (2) days prior to the use of such time off except in emergency situations.

Section 2. Employee Rights:

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

ARTICLE V
COMPENSATION

- Section 1. Hourly rates of pay in effect on June 30, 2025 2027, will remain the same until a new Master Agreement is negotiated. Such subsequent negotiated agreement will determine hourly pay after July 1, 2025 2027.
- Section 2. Hourly rates of pay are as follows and will be paid in twenty-four (24) equal installments, the first payment being on September 15th of each year.

2023-2024 2025-2026

Classification	Job Description	Step 1	Step 4	Step 5
Level 2	Level 2 - Support	\$ 17.75	\$ 19.20	\$ 20.95
Level 3	Level 3 - Support	\$ 18.70	\$ 20.65	\$ 22.60
Level 4	Level 4 - Health	\$ 19.90	\$ 22.45	\$ 24.75
	Level 4 - Media	\$ 19.90	\$ 22.45	\$ 24.75
	Level 4 - Sped	\$ 19.90	\$ 22.45	\$ 24.75

2024-2025 2026-2027

Classification	Job Description	Step 1	Step 2	Step 5
Level 2	Level 2 - Support	\$ 18.30	\$ 19.80	\$ 21.60
Level 3	Level 3 - Support	\$ 19.05	\$ 21.05	\$ 23.05
Level 4	Level 4 - Health	\$ 20.30	\$ 22.90	\$ 25.25
	Level 4 - Media	\$ 20.30	\$ 22.90	\$ 25.25
	Level 4 - Sped	\$ 20.30	\$ 22.90	\$ 25.25
	Level 4 - Tech	\$ 20.30	\$ 22.90	\$ 25.25

Section 3. Extra Compensation.

- Subd. 1. Education Assistants proficient in a second language, American Sign Language, or Braille will earn \$.75 above the stated hourly wage when it is a regular requirement for the position.
- Subd. 2. Health educational assistants who are licensed LPNs will be paid \$.75 per hour above their hourly rate of pay, provided they provide Human Resources with a copy of their current LPN license by August 1st.
- Subd. 3. Summer school educational assistants shall have \$.25 per hour added to the regular rate.
- Subd. 4. Educational Assistants may attend a workshop on a voluntary basis. For training which is required for their assignment, an employee would earn their regular hourly rate.
- Subd. 5. The District will pay the fees associated with taking a single qualifying test for current employees if the test is required for continued employment in the position the first time it is taken. (For example the Parapro Assessment offered by the Educational Testing Service is one way educational assistants can meet the requirement to become qualified).
- Subd. 6. If a supervisor directs an EA to provide instruction to students without a classroom instructor (teacher) for thirty (30) minutes or more, the educational assistant assigned shall be paid at one and one-half times their rate of pay for that time.

Section 4. Salary Step Increments:

- Subd. 1. Educational assistants must be employed prior to January 1 to move to the next step beginning the first pay period for the unit in the following school year.
- Subd. 2. Experience Allowance: Administration may place newly employed but experienced personnel on the step above the starting salary.
- Subd. 3. The Employer shall credit prior experience as an EA in District #191 for purposes of wage step placement.

Subd. 4. In the event an educational assistant has been incorrectly paid, corrections either to the employee's favor or detriment will be made back to the start of the fiscal year in which the error is discovered and reported to the Executive Director of Human Resources.

Section 5. Longevity Pay: Effective July 1, 2020, the following longevity rates apply: Educational assistants shall receive an additional \$.50 per hour above their base hourly rate of pay after completing 6 years of continuous service in the unit. Educational assistants shall receive an additional \$2.00 per hour above their base hourly rate of pay after completing 9 years of continuous service in the unit. Educational assistants shall receive an additional \$2.25 per hour above their base hourly rate of pay after completing 14 years of continuous service in the unit. Educational assistants shall receive an additional \$2.75 per hour above their base hourly rate of pay after completing 19 years of continuous service in the unit.

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

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

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

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

ARTICLE VI GROUP INSURANCE

Section 1. Health and Hospitalization Insurance.

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

Subd 2. Dependent Health and Hospitalization Insurance: The District will contribute an amount equal to 70% of the composite premium for an eligible employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction. Dependent Health and Hospitalization Insurance: Effective July 1, 2024, the District will contribute an amount equal to 75% of the composite premium for an eligible employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account)

whereby \$2,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.

Effective July 1, 2026, Dependent Health and Hospitalization Insurance: The District will contribute an amount equal to 80% of the composite premium for an eligible employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction. Dependent Health and Hospitalization Insurance:

- Subd 3. Both Spouses Employed: If an eligible employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.
- Subd 4. Eligibility: An Education Assistant who works twenty (20) hours or more per week and is employed by the School District may enroll in the School District group health and hospitalization insurance. An Education Assistant hired after June 30, 2025, who works thirty (30) hours or more per week and is employed by the School District may enroll in the School District group health and hospitalization insurance.

Section 2: Dental Insurance

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

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

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

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

Section 6. Income Protection:

- Subd. 1. Long Term Disability: The District will furnish income protection insurance, which takes effect after a qualified absence. Disability pay will be governed by the policy in effect. Coverage will be 66 2/3% of the base pay when coordinated with other sources of income as described in the insurance policy. In the event secondary social security benefits are a factor in coordination, the limit shall be seventy-five percent (75%) of base pay.

Coordination with social security benefits, both primary and secondary, shall be based on benefits in effect on the date of disability. Subsequent changes in primary and secondary social security benefits shall not affect the original amount paid by the insurance carrier.

- Subd. 2. **Income Protection:** An educational assistant may use fractional sick absence, if accumulated, for one third (1/3) or one-fourth (1/4) day subject to Subd 1. above together with the income protection plan to equal full salary for additional forty-five (45) fractional days. A maximum of fifteen (15) full sick days per illness may be used by the educational assistant in this manner. When sick absence is used to supplement long-term disability, the number of days used (not to exceed 15) shall be counted towards step advancement.
- Subd. 3. **Leave of Absence:** If an educational assistant anticipates an extended absence due to disability, he or she should apply for and will be granted a medical leave of absence. In the event an educational assistant is absent because of illness or injury for more than thirty (30) consecutive working days and does not have thirty (30) personal illness absence days, the Board shall grant the number of days needed (without pay) to reach the qualifying requirement and receive LTD benefits.
- Subd. 4. **Insurance Contributions:** As per Article VI, the district will continue to make contributions to insurance for 12 months from the time an employee begins receiving long-term disability benefits. After 12 months of leave due to long-term disability, contributions to insurance will cease. The employee may continue to participate in insurance at his/her expense.

Section 7. Coverage Continuation:

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

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

ARTICLE VII
LEAVES OF ABSENCE

Section 1. All Leaves and Absences:

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

Section 2. Sick Leave:

- Subd. 1. All full-time employees shall be credited with twelve (12) days of sick leave on the first workday of each school year. Employees that work less than a full school year shall have sick leave pro-rated. 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 leave days may accumulate to a maximum credit of ~~one hundred five (105) days~~ **eight hundred and forty (840) hours** of sick leave per employee.
- Subd. 3. Doctor or dental appointment may be considered sick leave absence.
- Subd. 4. Employees shall notify the supervisor when illness prevents attendance at work so substitutes may be arranged. Notification shall be made as early as possible. Repeat violation of this section shall be cause for denying paid sick time and/or initiating disciplinary action.
- Subd. 5. To protect the health and welfare of students and staff, administration has the responsibility to check absences by employees. When an employee has been absent for three (3) or more consecutive days or following a conference for which directives have been provided to the employee addressing a suspicious pattern of use, a physician's note may be required to verify illness and the ability to return to work. Employees who do not comply may be subject to disciplinary action.
- 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. Maternity Leave:

- Subd. 1. The start of a physical disability absence for pregnancy, delivery, and recovery from childbirth shall be determined by the employee's physician. The end of a physical disability absence for childbirth shall be determined by the employee's physician at the time of the child's birth.

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

Section 4. Worker's Compensation:

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

Section 5. Bereavement Absence:

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

Section 7. Extended Leave of Absence.

- Subd. 1. Requests for extended leaves of absence for acceptable causes without pay or any supplemental benefits, for a period of up to twelve (12) months, shall be submitted to and subject to recommendation by the Executive Director of Human Resources and Board of Education approval.
- Subd. 2. Answers to requests for leave for extended periods will be made, in writing, subject to Board approval at the next regular Board meeting.
- Subd. 3. Requests must be submitted in writing and be dated, signed, and shall include reasons for request and approximate duration of the requested leave.
- Subd. 4. Answers to written requests for emergency leave shall be given in writing.
- Subd. 5. No benefits accrue while on leave.
- Subd. 6. An educational assistant who returns from a leave prior to sixty-seven (67) working days will return to the previously held position. An educational assistant who returns from leave after sixty-seven (67) working days shall be assigned to the position occupied by the least senior educational assistants in the individuals sub-group as defined in Article XII, Section 2. Upon return, the educational assistant will be placed on the salary step she/he was on at the time the leave began and all benefits will be reinstated.
- Subd. 7. An educational assistant hired to replace an educational assistant on leave shall be on probation for sixty-seven (67) days as defined in Article II, Section 1, of this Agreement. An educational assistant occupying a position in excess of sixty-seven (67) days shall become a member of the Unit and shall achieve seniority in the group for which the educational assistant is employed as defined in Article XIII, Section 2.
- Subd. 8. An educational assistant is limited to general leaves in no more than three (3) school years regardless of the FTE of the leave.
- Subd. 9. An educational assistant on an extended leave of absence must notify Human Resources of their intent to return by March 1st for the upcoming school year. If an educational assistant fails to notify Human Resources by March 1st of their intent to return, they will be terminated by the Board of Education.

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

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

Section 10. Medical Leave of Absence:

- Subd. 1. FMLA: Educational Assistants are eligible for FMLA leave only if they satisfy the federal work eligibility requirements. Under federal law employees must have worked 1250 hours the previous school year.
- Subd. 2. Unpaid Leave of Absence for the serious illness or injury of an immediate family member: Educational Assistants may request up to a 12 week unpaid, leave of absence in the event of a serious illness or injury in

the immediate family. No benefits will accrue during the leave. In order to maintain insurance, employees must pay the full premium during such a leave. For serious personal illness or injury, see Article VI, Section 6, Subd. 3.

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

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

Section 13. Attendance incentive Sick Leave Conversion to 403(b) Contribution

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

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

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

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

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

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

An employee who, as of June 15th of the current tax year, has an accumulated sick leave balance exceeding 500 hours AND has an active 403(b) account established on that date, shall be subject to an automatic conversion process effective July 1st of the same year.

Specifically, 40 hours of the sick leave balance above the 500-hour threshold shall be converted into a monetary contribution. This contribution will be calculated using the employee's hourly rate of pay per the step and lane of the salary schedule in effect on June 15th and shall be deposited as an employer contribution into the employee's active 403(b) plan on July 15th.

If the employee does not have an active 403(b) account on June 15th, the conversion process will not be initiated, and the employee's sick leave balance will not be reduced.

ARTICLE VIII HOURS OF SERVICE

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

ARTICLE IX JOB POSTING

- Section 1. Job vacancies of three (3) hours or more shall be posted in each building, providing all details of job. This posting will state if this position is replacing an educational assistant on leave.
- Section 2. Any additional hours available in a building must be posted by building principal so that all educational assistants in that building have an opportunity to apply. Hours added after the first work day as described in Article VIII Section 1 of the Agreement shall be subject to withdrawal by the Administration.
- Section 3. Jobs that are so posted will not be filled for at least one (1) week from the date of posting, to allow all interested employees to apply.
- Section 4. Seniority, ability, and job performance will be considered in filling posted positions. The educational assistants recognize that the administration shall make the final decision based on these criteria. A senior applicant,

within the District, not granted a position, shall be provided in writing the reasoning behind the administrations rejection of said application within a reasonable period of time, with the intent being to increase or correct any qualifications that are lacking in order to be considered in future job posting. Administration reserves the right of final decision.

ARTICLE X MISCELLANEOUS

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

ARTICLE XI PERFORMANCE REVIEW

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

ARTICLE XII DISCIPLINE

- Section 1. An educational assistant shall be deemed to have had a year of satisfactory service unless that educational assistant has been given notification of substandard performance in writing.
- Section 2. An employee shall not be disciplined without just cause.
- Section 3. The District shall draw an educational assistant's attention to misconduct in the following ways:
- a. Written reprimand
 - b. Letter of Deficiency
 - c. Letter of Deficiency and Suspension without pay
 - d. Discharge

Use of items a. to d. above need not be in progressive order; dependent on the frequency and severity of the lack of the professional conduct any or all of the above may be used.

- Section 4. The following information will be provided with notice of disciplinary action:
- a. a review of the rule, regulation, code, policy etc. that defines the expected behavior;
 - b. a description of the inaction or failure of the employee to comply with the expectations, including an outline of previous oral or written reprimands; and
 - c. a reference to the grievance process as defined in the Master Agreement.
- Section 5. All instances of disciplinary action shall be documented, shown to the employee for signature and comment.
- Section 6. The District will notify employees that they may, if they desire, have a representative present at any disciplinary conference.
- Section 7. When any material that does not contain the signature or initials of the educational assistant is placed into the personnel file a copy shall be sent to the educational assistant.

ARTICLE XIII SENIORITY/REDUCTION IN STAFF

Section 1. Seniority Date:

- Subd 1. Each employee will accumulate seniority from the first date of continuous hire as an educational assistant. In case of identical seniority dates, the lower employee number shall prevail. The Executive Director of Human Resources will provide the Association negotiators with a copy of the seniority list by February 15th of each year for review. The list will include number of hours worked per day and hourly rate of pay. This list will become official on March 15. The seniority list with names, categories, employment date and seniority dates shall be posted online after March 15th.
- Subd 2. In the event of dual assignment, seniority shall be determined on the basis of the assignment in which the employee spends the most time. In the event time is equally split in two levels, seniority will be based upon the assignment the employee selects at the beginning of the assignment placement. For equally split assignments, the employee shall provide written notification of their selection to the Executive Director of Human Resources within thirty (30) days of the placement. In the absence of any notification, seniority will be based upon the highest pay grade of the equally split assignment.
- Subd 3. Employees may apply for positions in other BAEA groups and, if selected, will carry their seniority from their original BAEA group. Employees who leave the bargaining unit for twelve (12) months or less to take another District position outside BAEA may return to BAEA with no interruption of their seniority. If a classified district employee becomes part of the BAEA, their accrued sick leave and holiday pay from the previous unit will be carried over into the BAEA up to the maximum accrual amount for the position assumed, provided the bargaining unit they leave has reciprocal language with the BAEA.
- Subd 4. Seniority shall accumulate if an employee is reinstated off of the preferential hiring list, following a reduction in the work force.

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

Level 4 Descriptions

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

Level 3 Descriptions

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

Level 2 Descriptions

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

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

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

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

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

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

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

Level 4 Descriptions

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

Level 3 Descriptions

- Level 3, Support (Secondary)

- Level 3, Support (Elementary)

Level 2 Descriptions

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

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

ARTICLE XIV
RETIREMENT

Section 1. 403(b) Match

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

ARTICLE XV
GRIEVANCE PROCEDURE

Section 1. A claim by an employee of the exclusive representative that there has been a violation, misinterpretation, or misapplication of any provision of the Agreement may be processed as a grievance as hereinafter provided.

Section 2. Level I. In the event that an employee or the Association believes there is a basis for a grievance, a written grievance shall be filed with the HR Director within one month of the time the grievant knew of the alleged grievance.

Section 3. Level II: The HR Director may take up the grievance or choose to refer the grievance back to the supervisor or principal in the department or school from which the grievance arose.

Section 4. If not resolved in discussions with the Association, the HR Director will provide the Association with a written response to the grievance.

Section 5. If the Association does not agree with the written response, it may request arbitration of the grievance. To be timely, this written request to arbitrate must be given to the HR Director within one month of the HR Director's written response, or if no written response is provided, within four months of the date of the filing of the original grievance.

- Section 6. The dispute will be submitted to an arbitrator, selected and agreed upon by both parties. If the parties cannot agree upon an arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, the B.M.S., in accord with its rules, shall govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the express terms of this Agreement. Both parties agree to be bound by the award of the arbitrator.
- Section 7. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- Section 8. No reprisals of any kind will be taken by the Board of the School Administration against any employee because of their participation in this grievance procedure.
- Section 9. When mutually agreed, grievance may be heard during the school day. The Board agrees to pay the regular salary for up to three (3) employees per grievance who participate in a grievance during the school day. Additional employees up to seven (7) per grievance may be available for grievances held during the school day at no pay from the District.

DURATION

- Section 1. **Term and Reopening Negotiations:** This Agreement will remain in effect for a period commencing July 1, 2023 2025, through June 30, 2025 2027, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971. If either party desires to modify or amend this Agreement commencing at its expiration, it will give written notice of such intent no later than ninety (90) days prior to the expiration of this Agreement.
- Section 2. **Effect:** This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the employees.
- Section 3. **Finality:** Any matters relating to the terms and conditions of employment whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.
- Section 4. **Severability:** The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

Master Agreement 2023-2025-2027

**Board of Education Independent School District 191
And
Burnsville Association of Educational Assistants**

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

FOR BURNSVILLE ASSOCIATION OF EDUCATIONAL ASSISTANTS

Union Representative Date

Union Representative Date

FOR INDEPENDENT SCHOOL DISTRICT 191

Board Clerk Date

Lead 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 Burnsville Association of Education Assistants (hereinafter referred to as the Union), representing the Education Assistants of the School District as follows:

- 1. The parties have entered into a collective bargaining agreement covering the period July 1, 2023 2025 through June 30, 2025 2027.
- 2. Understanding the process for determining ESY eligibility and the commitment for student participation in ESY, it is difficult for the district to accurately project the exact number of students who will be enrolled in the ESY program. In order to ensure adequate staffing of paraprofessionals for the special education extended school year program (ESY) and a fair and equitable staffing process will be followed.

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

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

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

Union Representative

Employer Representative

Dated: _____

Dated: _____

MEMORANDUM OF UNDERSTANDING

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

1. The parties have entered into a collective bargaining agreement covering the period July 1, 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.

Burnsville Association of Educational Assistants
Burnsville, MN 55337

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

Union Representative

Employer Representative

Dated: _____

Dated: _____

MEMORANDUM OF UNDERSTANDING

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

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2023 2025 through June 30, 2025 2027.
2. All Education Assistants employees are eligible to receive a \$500 referral bonus for any new candidate they refer for a regular school year EA position, under the following conditions:
3. The candidate is selected for employment and successfully finishes the school year completing 6 months or the rest of the school year, whichever comes first.
4. The candidate was not a current or previous substitute or employee of the district when they applied for the position.
5. The candidate identified the EA employee who referred them in the hiring process.
6. If these conditions are met, a bonus of \$500 dollars shall be paid to the referring employee within thirty (30) days of the new employees' completion of terms.

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

Burnsville Association of Educational Assistants
Burnsville, MN 55337

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

Union Representative

Employer Representative

Dated: _____

Dated: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Burnsville Association of Educational Assistants (hereinafter referred to as the Union), representing the Education Associates 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. The Union and the School District desire to delay step advancement, longevity increase, and holiday increase for the equivalent of half of the year for the 2026-2027 year of the contract.
 - a) Employees hired prior to January 1, 2026 will have half of their salary calculated based upon on the 2025-2026 levels for these areas and half of their salary based upon the 2026-2027 levels. Step, longevity, and holiday advancement will be reflected January 16, 2027.
 - b) Employees hired after January 1, 2026, and prior to work shop week of 2026-2027 will be placed on the schedule amount for 2025-2026 for half of the year and then adjusted to the new values for the same step and lane for the 2026-2027 schedule for the other half. No step, longevity, or holiday advancement will occur until ratification of the 2027-2029 contract.
 - c) Employees hired after the first of the 2026-2027 school year will be prorated based upon the hire date. No step, longevity, or holiday advancement will occur until ratification of the 2027-2029 contract.
3. How this is paid will be determined by the district and the feasibility of current payroll software.
4. The halfway mark for the year is January 15, 2027.

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

Burnsville Association of Educational Assistants
Burnsville, MN 55337

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

Union Representative

Employer Representative

Dated: _____

Dated: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Burnsville Association of Educational Assistants (hereinafter referred to as the Union), representing the Education Associates 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. The Union and the School District desire to meet for labor relations on a regular basis to discuss various topics as they arise. A current topic would be around training and mentorship.
3. These meetings will be schedule as needed.

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

Burnsville Association of Educational Assistants
Burnsville, MN 55337

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

Union Representative

Employer Representative

Dated: _____

Dated: _____

MEMORANDUM OF UNDERSTANDING

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

Whereas, changes to Minnesota’s meal and rest break laws take effect January 1, 2026, found at Minnesota Statutes 177.253, 177.254, and Minnesota Rules 5200.0120;

Whereas, non-exempt Educational Assistants are covered by Minnesota’s meal and rest break statutory requirements;

Whereas, Minnesota’s meal and rest break laws allow employers and employees to establish meal and break requirements different from those provided under Minnesota law within a collective bargaining agreement;

Whereas, the agreement between the parties does include language regarding the schedule of rest and meal breaks that is slightly different then the Statute;

Whereas, the parties are interested in working together to and ensure rest and meal breaks are given;

Now therefore, the Employer and the Union agree to the following:

1. The parties agree to maintain the current Contract language and resultant practice of scheduling breaks, which the statutes allow.
2. The parties agree to meet and negotiate on the issue of rest and meal breaks should the relevant statutes change and disallow any part of this MOU.
3. The parties agree that if the union notifies the employer of an employee who did not get their rest or meal break, the parties shall work collaboratively to ensure that does happen in the future in a realistic way.
4. The parties agree that the remedy for a violation of rest and meal breaks shall be 2x the hourly wage for the time that was missed for so long as the statutory remedy exists.
5. If an employee voluntary works during breaks it is not considered a violation of this MOU. Teachers may not authorize work during breaks for Educational Assistants. Only principals or designated supervisors shall be authorized to approve work during a break for an Educational Assistant.
6. Nothing in this MOU shall change the expectation that an Educational Assistant is required to work and will be paid for time not scheduled or during breaks if leaving/taking a break would present an imminent danger to students.
7. This Memorandum of Understanding will be effective until the ratification of the successor agreement, whichever is later.
8. Any violations of this MOU shall be processed through the parties’ grievance procedure in the Contract.

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

Burnsville Association of Educational Assistants
Burnsville, MN 55337

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

Union Representative

Employer Representative

**MEMORANDUM OF UNDERSTANDING
Minnesota Paid Family Medical Leave (PFML)**

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Burnsville Association of Educational Assistants (hereinafter referred to as the Union), representing the Education Assistants 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. The Minnesota Paid Leave Law (Minnesota Statutes Chapter 268B) creates a statewide Family and Medical Leave insurance program, scheduled to become effective on January 1, 2026. The Employees represented by the Union are covered under this new statute. Given that the Statute may undergo multiple revisions during its implementation, this agreement provides language that allows all parties to plan and rely on specific details. The core understanding of this document is that it shall not restrict any mandated employee benefit required by the statute. PFML benefits are defined as monetary payments associated with qualifying events such as bonding, family care, medical care related to pregnancy, serious health conditions, qualifying exigency, or safety leave.
3. **Premium Contribution**
 - a. The District and the Union agree that the Employer shall contribute 50% of the premiums to the State, and the employee shall pay the remaining 50% of the premium through wage deduction.
4. **Non-Supplementation of State Benefits**
 - a. The Union acknowledges that the District has determined it will not designate paid accrued leave (such as sick leave, personal time, or vacation pay) as a supplemental benefit payment.
 - b. A "Supplemental benefit payment" is defined in the statute as a payment made by an employer, such as salary continuation or paid time off, which is given in addition to any PFML benefits the employee receives under Chapter 268B.
 - c. An employee retains the ability to use accrued paid time off (like vacation pay or sick leave) in lieu of receiving the state PFML program benefits, provided the employee is concurrently eligible for the leave.
5. **Increments for Intermittent Leave**
 - a. The minimum increment of intermittent leave permitted by this agreement is one calendar day. A "calendar day" refers to a fixed 24-hour period.
6. **Relationship to Federal FMLA**
 - a. Leave required by the federal Family and Medical Leave Act (FMLA) will, as permitted by law, run concurrently with the new state benefit.

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

Burnsville Association Education Assistants
Burnsville, MN 55337

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

Union Representative

Employer Representative

Dated: _____

Dated: _____

Appendix A Description of Special Education Settings

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

Federal Setting definitions are as follows:

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

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

Early Childhood Special Education

Setting IV EBD

Setting III EBD

Setting III Autism

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

Setting III Neurobiological Disorders Program

Appendix B Definition of Elementary and Secondary

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

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

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

6. Collective Bargaining Agreement with the Association of Clerical
Employees

306

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



**Agenda V.B.6.
January 8, 2026**

To: Board of Education
Dr. Latanya Daniels superintendent

From: Stacey Sovine, executive director of administrative services

Date: January 8, 2025

Re: Collective Bargaining Agreement with the Association of Clerical Employees

Recommendation: That the Board of Education approve the proposed revisions and readopt the unchanged language in the 2025-2027 Collective Bargaining Agreement with the Association of Clerical Employees.

District and Union Negotiators representing 49 employees reached a tentative agreement on November 19, 2025. The parties met for two bargaining sessions. During the collective bargaining process, less than 10 language items were on the table for discussion. The union ratified the agreement on December 4, 2025.

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

- Removing dated language
- Added Martin Luther King, Jr. Day to holiday language
- Steps both years

Economic terms agreed to include:

Total

- Increased maximum annual 403(b) contribution to \$2,000 beginning July 1, 2026
- Reworked attendance incentive language
- 2 year estimated increase in cost of \$367,000, which includes improvement on the salary schedule, steps, insurance premium increases and the 403(b) match increase
- MSBA 2-year package increase is 6.55%

Attachment: Copy of tentative agreement

MASTER AGREEMENT

July 1, ~~2023~~ 2025 – June 30, ~~2025~~ 2027

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

And

**Association of Clerical Employees
Independent School District 191
Burnsville-Eagan-Savage Public Schools**

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Association of Clerical Employees

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**ARTICLE I
PURPOSE**

Section 1. Parties: THIS AGREEMENT, entered into between the School Board of Independent School District 191, Burnsville, Minnesota, hereinafter called the Employer, and the Association of Clerical Employees (ACE), hereinafter called ACE, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, shall provide the terms and conditions of employment for clerical and secretarial employees during the duration of this Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

The Employer recognizes the Association of Clerical Employees (ACE) as the exclusive representative, under M.S. §179.71, Subd. 3, for all clerical and secretarial employees employed by Independent School District 191 who are employed for more than fourteen (14) hours per week and more than sixty-seven (67) work days per year, excluding paraprofessionals, confidential, supervisory, and all other employees.

**ARTICLE III
COMPENSATION**

Section 1. Basic Rates of Pay: The following salary is hereby adopted by the Employer, and shall govern compensation during the years July 1, 2023 2025 to June 30, 2025 2027. Employees shall move across the salary schedule, one step each year. New employees with a minimum of six (6) months of clerical experience with the District prior to July 1 shall advance to the next step on July 1.

Section 2. Reclassification(s) shall be subject to periodic study and recommendation by management. Management reserves the right and is responsible to evaluate classifications and their group placement on an individual basis. If a classification is reduced in group placement, employees presently working in that job shall remain in the original group. Any employee may initiate a request for reclassification to the Human Resources Office, provided the duties and responsibilities of the position have significantly increased. In general, an employee should not submit a reclassification request more frequently than once every two years.

Section 3. The salary schedules contained in this Article are adopted by the School District for the term of this Agreement. The salary schedule is not to be construed as a continuing agreement and the schedule contained herein is no longer applicable after June 30, 2025 2027. In the event that a new Agreement has not been mutually adopted by July 1, 2025 2027, salaries in effect on June 30, 2025 2027, will continue until the conditions of a new Agreement determine salaries for the 2025-2026 2027-2028 school year.

Section 4. Hourly rates of pay will be paid in twenty-four equal installments, the first payment being July 15 for 12-month employees, August 15 for 11-month and 10 1/2 month-employees, August 31 for 10-month employees and September 15th for school year employees. (Revised as per standard business procedures if any date falls on a weekend.) Employees working schedules unique to this standard may be paid upon mutual agreement of the Association and the District. All clerical employees must use direct deposit.

Section 5. All previous District experience in ACE shall be recognized for placement on the salary schedule. In case of employees returning to the District as a result of recall, all previous experience within the Unit immediately prior three (3) years shall be recognized for placement purposes.

2023-2024 2025-2026 Schedule

CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3
LVL I	LVL I -- ASSISTANT	\$ 16.75	\$ 20.10	\$ 23.65
LVL II	LVL II -- CLERK	\$ 17.80	\$ 21.20	\$ 24.70
LVL III	LVL III - SECRETARY	\$ 18.85	\$ 22.35	\$ 25.75
LVL IV	LVL IV - ADMIN ASST / SPECIALIST	\$ 20.50	\$ 24.05	\$ 27.55

2024-2025 2026-2027 Schedule

CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3
LVL I	LVL I -- ASSISTANT	\$ 17.25	\$ 20.70	\$ 24.35
LVL II	LVL II -- CLERK	\$ 18.35	\$ 21.85	\$ 25.45
LVL III	LVL III - SECRETARY	\$ 19.40	\$ 23.00	\$ 26.50
LVL IV	LVL IV - ADMIN ASST / SPECIALIST	\$ 21.20	\$ 24.85	\$ 28.45

Section 6. **Longevity:** Based on the chart below, employees who have completed the identified years of employment within the ACE unit will receive the additional amount per hour above the base hourly rate for the classification currently held. The additional amounts reflect the total longevity contribution for each time period and do not compound previous longevity amounts.

Beginning year 10 of employment through the 14th year	\$1.75
Beginning year 15 of employment through the 19th year	\$2.25
Beginning year 20 of employment	\$2.50

Amounts reflect total contribution above the base salary for the time period. Amounts do not compound.		
Longevity 10-14 Years	Longevity 15-19 Years	Longevity 20+ Years
\$1.75	\$2.25	\$2.50

GROUP CLASSIFICATIONS

Level I	Assistant
Level II	Clerk
Level III	Secretary
Level IV	Administrative Assistant / Specialist

**ARTICLE IV
TRANSFERS AND POSTINGS**

Section 1. **Job Postings:** All clerical position openings will be posted on the official district website for a minimum of seven (7) workdays. Openings will be posted internally for a minimum of (5) workdays. The School District will consider all internal applicants before posting externally. Postings will note any pending potential reclassification.

Section 2. **Probationary Period:** All employees new to this Unit will be on probation for a period of three calendar months. Each probationary employee shall receive a performance review, preferably in writing, at about the midpoint of probation.

Section 3. When a supervisor replaces an employee in a higher classification on a temporary appointment or for any other reason with another lower paid employee who qualifies for and performs all job functions of the higher classification for a minimum of 16 work days, the temporary replacement shall receive the higher rate of pay. A temporary appointment to replace an employee in a lower classification continues at the regular rate. Pay is retroactive to day 1 of the temporary appointment.

Section 4. Ability, skills, knowledge, seniority and job performance will be considered in filling posted positions. Administration reserves the right to make the final decision. 311

Section 5. Upon request, an applicant within the District not granted a position shall be provided the opportunity to meet with the hiring supervisor or may request in writing the reasoning behind administration's rejection of said application within fifteen (15) working days with the intent being to increase or correct any qualifications that are lacking in order to be considered in future job postings. The reason given for rejection shall be grievable but not arbitrable.

ARTICLE V VACATIONS

Section 1. Vacation allocation: One (1) day of vacation shall equal eight (8) hours, prorated for less than eight (8) hour employees.

Subd. 1. School year employees neither earn nor receive vacation days.

Subd. 2. Effective July 1, 2024, an employee shall accrue vacation days based upon the chart in Subd 3, on the last day of the month scheduled to work, up to a maximum of 30 days accrual balance. See Appendix I for detailed vacation chart.

Subd. 3.

Until completion of 3 full fiscal years	1.08 days per month scheduled to work
Fiscal years 4-10	1.75 days per month scheduled to work
Fiscal years 11+	2.5 days per month scheduled to work

Subd. 4. Vacation accrual cannot go negative at the time of vacation. Vacation requests may be submitted in advance assuming sufficient vacation leave is available at the time of vacation.

Subd. 5. All vacation times need to be submitted with a minimum of two (2) business days prior notification, except in extenuating circumstances, and are subject to the approval of the employee's supervisor.

Subd. 6. If time off has been requested and submitted on the payroll / HR software by an Employee, and two (2) business days has passed with no response: the request will then be deemed approved.

Subd. 7. A non-vacation eligible employee who becomes vacation eligible will have their original date of employment within the unit used in calculating vacation accrual.

Subd. 8. Effective July 1, 2020, Employees will continue to accrue vacation time while out on leave, using previously accrued leave. Once the employee has exhausted their available leave or go into "dock" time, they will no longer be eligible for additional vacation accruals.

Section 2. Termination of Employment: Upon termination of employment, all earned but unused vacation shall be compensated at the current rate of the last paycheck.

ARTICLE VI HOLIDAYS

Section 1. School year employees do not earn nor receive holiday pay.

Section 2. Ten month (217 days), ten and one-half month (227 days), and eleven month (237 days) employees shall receive ~~nine (9)~~ ten (10) paid holidays. They are: Labor Day, Thanksgiving and the day following, Christmas Eve day, Christmas Day, New Year's Eve day, New Year's Day, MLK Day, Memorial Day, and one floating holiday.

- Section 3. Twelve month (261 days) employees shall receive ~~eleven (11)~~ twelve (12) paid holidays. They are listed in Section 2 plus Juneteenth (June 19th) and Independence Day.
- Section 4. Floating Holidays: The floating holiday will be scheduled with the approval of the employee's immediate supervisor. If the Floating Holiday is not used during the fiscal year it is accrued, it will be forfeited.
- Section 5. When a paid holiday falls on a Saturday, the holiday will be observed on the Friday before. When a paid holiday falls on a Sunday, the holiday will be observed on the Monday after.
- Section 6. Effective July 1, 2021, Employees will be eligible for Holiday pay while out on leave, using previously accrued leave. Once the employee has exhausted their available leave, they will no longer be eligible for Holiday pay.

**ARTICLE VII
GROUP INSURANCE**

- Section 1. Selection of Carrier: The selection of the insurance carrier and the policy shall be made by the School Board.
- Section 2. Health and Hospitalization Insurance Options:
 - Subd 1. Single Health and Hospitalization Insurance: The District will contribute an amount equal to 95% of the composite premium for an eligible employee who enrolls in the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
 - Subd 2. Dependent Health and Hospitalization Insurance: ~~The District will contribute an amount equal to 70% of the composite premium for an eligible employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.~~ Effective July 1, 2024, The District will contribute an amount equal to 75% of the composite premium for an eligible employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
 - Subd 3. Both Spouses Employed: If an eligible employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.
 - Subd 4. Eligibility: A member of the clerical unit who works twenty (20) hours or more per week and is employed by the School District may enroll in the School District group health and hospitalization insurance.
- Section 3. 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. Upon termination of employment, participation shall cease, effective on the last working day, subject to statutory and insurance company regulations. Employees who are receiving a PERA 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.

Subd. 1. An employee who becomes disabled and is permanently unable to work is eligible to continue to participate in the district's health insurance plan as per Minnesota Statute. The employee is responsible for the premiums.

Subd. 2. Duration of District Contribution to Insurance The district will continue to make contributions to insurance for one year from the time an employee goes on long-term disability as per Article VII, Section 2.

Section 4. Life Insurance: ~~Effective July 1, 2002,~~ The District shall provide life and dismemberment insurance coverage in the amount of \$50,000 to each employee that works at least (20) hours or more per week. Insurance is to be subject to the insurance company's terms and conditions.

Subd. 1. Additional Life Insurance. The PERA group term life insurance program shall be made available to clerical employees. Regulations and procedures are available in the Human Resources Office.

Section 5. Long Term Disability Insurance:

Subd. 1 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. Employees who anticipate an extended absence due to long-term disability shall apply for and will be granted up to a one-year medical leave of absence.

Subd. 2 After a member of the unit has been ill for the qualifying period, the employee may use fractional sick leave, if accumulated, and vacation or personal days may be used once available sick leave is exhausted, together with the income protection plan to equal full salary for an additional (45) days. A maximum of (15) fifteen full sick days per illness may be used by the employee in this manner.

Section 6. Dental Insurance:

Subd. 1. Single Coverage: The School District shall provide single coverage dental insurance for each employee who works twenty (20) or more hours per week and enrolls in the plan. Benefits shall be in accordance with the insurance policy purchased by the School District.

Subd. 2. Dependent Coverage: Dependent coverage shall be available to each employee eligible for single coverage. The cost of dependent coverage above the single coverage premium shall be paid by the employee via payroll deduction. Employees eligible for dependent coverage must enroll before the inception day or within thirty (30) days of becoming eligible for dependent coverage. Failure to apply for coverage on the inception date or upon becoming eligible shall result in the forfeiting of future rights to dependent coverage.

Section 7. Flexible Benefit Plan: Regulations and Procedures are available in the Human Resources Office. Board policy and accompanying regulations will be developed and updated annually to comply with IRS Code 125.

Section 8. Tax Sheltered Annuity and Deferred Compensation Plans: Tax sheltered annuities and deferred compensation plans, either variable or fixed, shall be made available to Clerical employees. Regulations and Procedures are available in the Human Resources offices. The Board policy and regulations will be updated for compliance with State and Federal Laws. Effective July 1, 2009, all deposits including employee elections and employer matches will be deposited into one of the following 403(b) programs; Fidelity, Lincoln Financial Services, AXA (Equitable), or Educators Financial Services (E.S.I.).

**ARTICLE VIII
SICK TIME (SICK AND SAFE TIME)**

Section 1. Sick Time:

- Subd. 1. For full-time employees, sick time shall accrue on the first workday of each school year according to Appendix II. Employees employed less than a full year shall have sick time pro-rated. Up to 48 hours of accrued sick time shall satisfy sick and safe time required by state statute.
- Subd. 2. Unused sick time may accumulate to a maximum credit of ~~ninety (90) days~~ **seven hundred and Twenty (720) hours** of sick time per employee.
- Subd. 3. To protect the health and welfare of students and staff, administration has the responsibility to check absences by employees. When an employee has been absent for three (3) or more consecutive days or following a conference for which directives have been provided been provided to the employee addressing a suspicious pattern of use, a physician's note will be required to verify illness and the ability to return to work. Employees who do not comply will be subject to disciplinary action.
- Subd. 4. 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. 5. 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. 6. 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 2. ~~Attendance incentive-Sick Leave Conversion to 403(b) Contribution~~

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

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

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

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

Effective July 1, 2014 the conversion rate for leave days shall be seventy-five dollars (\$75) per day.

An employee who, as of June 15th of the current tax year, has an accumulated sick leave balance exceeding 500 hours AND has an active 403(b) account established on that date, shall be subject to an automatic conversion process effective July 1st of the same year.

Specifically, 40 hours of the sick leave balance above the 500-hour threshold shall be converted into a monetary contribution. This contribution will be calculated using the employee's hourly rate of pay per the step and lane of the salary schedule in effect on June 15th and shall be deposited as an employer contribution into the employee's active 403(b) plan on July 15th.

If the employee does not have an active 403(b) account on June 15th, the conversion process will not be initiated, and the employee's sick leave balance will not be reduced.

ARTICLE IX BEREAVEMENT

Section 1. 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.

ARTICLE X LEAVES

Section 1. Personal Business Leave: Employees may use up to three (3) non-cumulative days (prorated for part-time) personal business leave per year. Personal business leave shall be construed to mean necessary time to attend to personal business and emergencies that cannot be consummated during the employee's non-duty hours. The request shall be made at least eighteen (18) hours in advance to be approved automatically. In the case of emergency, the immediate supervisor shall determine whether the day shall be granted or not, retroactively. Personal business leave may not be used for vacation, recreation, or leisure purposes. Specific reasons for personal leave are only required if the leave immediately precedes or follows winter or spring break, vacation, or holiday. Exceptions may be made at the discretion of the Executive Director of Human Resources.

Section 2. General Leaves of Absence

Subd. 1. Leaves of absence for acceptable causes, without pay, may be requested for periods up to one (1) year subject to recommendation by administration and School Board approval. No supplemental benefits will be in force during the leave of absence except that the employee may elect, at the employee's own expense, to continue insurance coverage.

Requests must be submitted, in writing, at least twenty (20) days prior to the beginning of the requested leave. Requests for emergency leave shall be considered as soon as possible. The request must be dated, signed, and should include the reason for the request and the approximate

duration of the requested leave. Answers to requests for leave will be made by administration, in writing, within seven (7) days after the leave has been requested unless it requires School Board approval. Such requests shall be submitted to the Board at the earliest meeting. The Board action shall be transmitted to the employee within two (2) days following such action.

Holidays that fall during leaves shall not be compensated for; vacation days and personal illness absence days are not earned and shall not be accumulated.

Long term substitutes, hired to temporarily replace a permanent employee, shall have a probationary period equal to the length of the absence.

Failure to return from a maternity absence, leave, or a general leave of absence on the last known requested return date shall be considered a voluntary resignation.

Subd. 2. The employee will return to their former position upon returning from leave

Subd. 3. If an ACE member takes the position of another ACE member on leave, they too can take a general leave of one year or less and then they must return to their former position. If the position does not exist, bumping rights as per the former position prevail.

Section 3. Parental Leave:

Subd. 1. Parental leave of absence shall be available to employees for a period of time not to exceed twelve (12) calendar months for the purpose of caring for a child for which the applicant has the legal responsibility. Such leave must be subsequent to the birth of the employee's child, or in the case of adoption, to the date the child is physically turned over to the employee. Only one parent is eligible for parental leave for each child.

Subd. 2. Benefits and re-employment rights of employees on a parental leave will be subject to Section 2 above.

Subd. 3. At an employee's request, a parental leave may commence at a date preceding physical disability. In such cases, employees shall not be eligible for sick pay benefits as established by maternity absence.

**ARTICLE XI
MISCELLANEOUS PROVISIONS**

Section 1. Jury Duty: Employees shall be paid the difference between their regular daily salary and their jury duty pay if required to be present at court for jury duty. When an employee is placed on standby, the employee should report to work and make arrangements for absence when actually requested to report.

Section 2. Work Year: Specific calendar dates for starting and ending the work year shall be established annually by mutual agreement between the employee and the employee's supervisor.

Subd. 1. Ten (10) month employees shall work 217 days (1736 hours).

Subd. 2. Ten and one-half (10 ½) month employees shall work 227 days (1816 hours) beginning no earlier than August 1 and ending no later than June 30 of a given year.

Subd. 3. Eleven (11) month employees shall work 237 days (1896 hours) beginning no earlier than August 1 and ending no later than June 30 of a given year.

Subd. 4. Twelve (12) month employees shall work twelve months (2088 hours).

Subd. 5. School year employees shall work the 184 scheduled student and workshop days.

Subd. 6. Administration may determine a longer or shorter work year for some positions upon mutual agreement with the individual employee. Unless otherwise specified, benefits, including vacation and days of leave, are pro-rated.

Section 3. Work Hours and Overtime:

Subd. 1. Administration shall retain the right to schedule work and the hours when such work is to be performed. Work performed in excess of forty (40) hours per week shall be paid for at time and one-half. Use of compensatory time at time and one-half for overtime may be used as an alternative if mutually agreed upon by supervisor and employee.

Subd. 2. Breaks and Lunch: Employees working 4 hours or fewer are entitled to one fifteen (15) minute break per day. All employees working more than 4 hours per day are entitled to two ten (10) minute breaks per day AND one thirty (30) minute unpaid duty-free lunch. Eight-hour employees are entitled to two fifteen (15) minute breaks per day which they may combine with a 30-minute unpaid lunch to equal one (1) hour of duty free lunch time.

Section 4. Pay Days: Salaries shall be paid in accordance with School District policy and subject to the computer service terms and conditions.

Section 5. Emergency Dismissals: If after arriving for work, the employee is dismissed by authority of the Executive Director of Human Resources, a full day's wages shall be paid.

Subd 1. Emergency Closing: In the event the superintendent closes facilities because of inclement weather or an emergency, the first emergency closing will be paid at the employee's daily rate of pay. If a second closing day occurs due to inclement weather or an emergency, staff may take a vacation day, floating holiday, or a personal day. employees may choose to work on-site or remotely. Employees may take available leave time if choosing not to work. The leave should be entered in Skyward. School year employees that work the 184 scheduled student and workshop days may take a personal day or reschedule a make-up day with the approval of their supervisor.

Section 6. Professional Membership: With prior written approval, clerical employees will be allowed membership fees, time and expenses to participate in professional conferences and seminars as approved by the immediate supervisor and the Executive Director of Human Resources

Section 7. Tuition: The District will pay for courses taken by the employee if the course is job-related and prior approval in writing is obtained from the immediate supervisor and the Executive Director of Human Resources. If payment for courses is denied, the District will notify the employee in writing. Tuition will not be paid for employees in positions as long-term substitutes.

Section 8. Unit Representation: Members of the Executive Board of ACE will represent the unit in matters of mutual concern with the School District.

Subd. 1. Members of the Executive Board will be available to assist members of ACE who wish to process grievances.

Subd. 2. The unit will inform the Executive Director of Human Resources whenever there is a change in the membership of the Executive Board.

Subd. 3. 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.

Section 9. Added Days: In the event that added days become available at a site, the following procedure will apply:

- Subd. 1. If days are permanently added to a position, then the position thus created must be posted. If the incumbent does not apply or is not selected, he/she shall have full layoff rights as described in Article XIII.
- Subd. 2. If days are made available on a non-permanent basis, then the employees at the site shall be invited to request the additional days and the supervisor shall select from among those interested. If no one from the site is selected, then the added days shall be posted District-wide.
- Subd. 3. Added days, if maintained beyond two consecutive years, will become permanent. No benefits change will occur as a result of a non-permanent addition of days.

ARTICLE XII DUE PROCESS

Section 1: An employee shall not be disciplined without just cause.

Section 2: The District shall draw an employee's attention to misconduct in the following ways:

- A) oral reprimand
- B) written reprimand
- C) suspension without pay
- D) discharge

District will discipline in a progressive manner as outlined "A" to "D" dependent on the frequency and severity of the lack of the professional conduct. In the event of gross misconduct any of the above may be used in a non-progressive order.

Section 3: The following information will be provided with notice of disciplinary action:

- A) a review of the rule, regulation, code, policy, etc. that defines the expected behavior;
- B) a description of the inaction or failure of the employee to comply with the expectation including an outline of previous oral or written reprimands; and
- C) a reference to the grievance process as defined in the master agreement.

ARTICLE XIII STAFF REDUCTION

Section 1. In the event conditions necessitate a reduction of staff, the President of the Association shall be apprised of the impending reduction. The following procedure will be used:

- Subd. 1. Voluntary separations, if any, will be accepted.
- Subd. 2. Voluntary reductions in hours will be considered.
- Subd. 3. Seniority will be based on total overall experience with the bargaining unit from the last date of hire and shall be interrupted only by resignation or dismissal for disciplinary reasons.
- Subd. 4. Employees shall retain seniority when moving from one position to another within ACE.
- Subd. 5. Effective July 1, 2012, in the event of staff reduction, consideration shall be given to reducing hours per year rather than eliminating positions. Any involuntary reduction in hours shall be considered a

lay off. In the event of layoff, the employee shall be notified by June 1st of the current year effective July 1st of the following fiscal year.

- Subd. 6. In the event it is necessary to lay off employees because of the elimination of positions, such lay off shall be by seniority within the respective groups and with the least senior employee laid off first. Employees who have been laid off shall be reinstated beginning with the most senior employee being reinstated first.

Section 2. Laid off employees, including employees who have been given notice of layoff, shall have the following rights and obligations.

- Subd. 1. When a clerical position within a group is discontinued, the employee in that position may accept the lay-off, subject to recall to a position of the same status or may take any vacancy, same status, then existing in the group, and if no vacancy is taken, then bump the employee with the least District seniority, same status, within that group or in a lower group if the employee in the discontinued position has greater seniority within the definition of this Article. If the laid off employee has exhausted his/her rights, same status, he/she may bump into lesser status positions.

If any site has reduced or eliminated a position with the result that the incumbent employee takes a vacancy or bumps into a position at another site, and if the reduced or eliminated position is restored within 24 months, then the employee who moved from this position when it was reduced or eliminated shall have the right to reclaim the restored position within the posting period.

- Subd. 2. A laid off employee may accept the lay off, subject to recall to a position of the same status. Refusal to accept recall to such a position will result in a forfeiture of seniority rights.
- Subd. 3. A laid off employee may accept any open position of lesser status. An employee given notice of lay off who elects to take a vacancy of lesser status or who bumps into a position of lesser status shall be placed on a recall list for the group and status from which the employee was laid off.
- Subd. 4. Employees who have been laid off as a result of the bumping procedure shall be placed on a recall list for two (2) years from the date of their lay off.
- Subd. 5. All vacancies must be offered first to employees on the recall list, if one exists, for that group or a higher group. An employee on recall shall have one calendar week to respond to an offer.

Section 3. Definition and use of status for layoff purposes:

- Subd. 1. If a vacancy exists with the same status, the employee given notice of layoff must take the vacancy and may not bump. Vacancies of lesser status shall be optional.
- Subd. 2. Employees given notice of layoff who do not take a vacancy shall have the right to bump the least senior employee in the group, same status; then the least senior next lower group, same status; and so on. Thereafter, if the employee has not found a position, the employee shall have the right to bump the least senior in the same group, next lesser status and so on. The employee must exercise these rights in the order described.
- Subd. 3. Like status shall mean employment in the same group from which the employee was laid off, or bumped, at an equal number of hours, months and wage rate. For purposes of defining lesser status, the following shall be used:
 - 1. length of year
 - A. 12 months
 - B. 10 to fewer than 12 months

C. fewer than 10 months

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2. length of week

A. 40 hours

B. 35 to fewer than 40 hours

C. fewer than 35 hours

Section 4. It shall be the responsibility of the laid off employee to be aware of and apply for job openings. The sole responsibility of the Human Resources Office shall be to post the openings on the district website.

Section 5. Employees given notice of layoff who bump into a position or take a vacant position or who are recalled shall be subject to a trial period of six (6) months if the Employer asserts and the Association agrees that the vacancy or position requires significant skills not held by the employee. Notwithstanding other parts of this Article, no employee shall forfeit any other rights described in this Article by refusing any position (vacancy or bump) where the District and the Association have so agreed.

In the event of a refusal, the employee shall have all rights and options decided by this Article except to the rejected position. Any employee who takes a position subject to a probationary period and who, thereafter, is unsuccessful during the probationary period, shall have the right to any then existing vacancy, same or lesser status, or to go on recall lists, but shall have no bumping rights. If terminated for cause, all rights to recall are forfeited.

ARTICLE XIV RETIREMENT

Section 1.

Subd. 1. A District match to a 403(b) program is available to members of the unit hired after April 18, 1996, and who are beginning their third (3rd) year of work in the District at .5 FTE or more. Effective July 1, 2009, all deposits including employee elections and employer matches will be deposited into one of the following 403(b) programs; Fidelity, AXA (Equitable), or Educators Financial Services (E.S.I.)

Subd. 2. If an ACE member that is participating in the TSA match resigns or retires prior to the end of the match year, the current monthly and subsequent monthly portion not yet matched will be forfeited.

Subd. 3. Contributions as permitted under provisions of the Internal Revenue Code 403 (b) will be made as follows:

Effective July 1, 2021, the district will match up to \$1,500 to a 403(b) program for each clerical employee hired after April 18, 1996 and who are beginning their third (3rd) year of work in the District and work at least 4 hours per day, 184 days per year.

Effective July 1, 2024, the district will match up to \$1,750 to a 403(b) program for each clerical employee hired after April 18, 1996 and who are beginning their third (3rd) year of work in the District and work at least 4 hours per day, 184 days per year.

Effective July 1, 2026, the district will match up to \$1,000 to a 403(b) program for each clerical employee hired after April 18, 1996 and who are beginning their first (1st) year of work in the District and work at least 4 hours per day, 184 days per year.

Effective July 1, 2026, the district will match up to \$2,000 to a 403(b) program for each clerical employee hired after April 18, 1996 and who are beginning their third (3rd) year of work in the District and work at least 4 hours per day, 184 days per year.

Subd 4. MAXIMUM DISTRICT CONTRIBUTION: The amount the District shall contribute to any employee's 403(b) plan shall not exceed Thirty-five thousand dollars (\$35,000) during the time of the employee's employment with the District.

**ARTICLE XV
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 ACE Executive Board believes there is a basis for a grievance, the grievant and / or ACE Executive Board is to submit a written copy of the grievance on the District grievance form to the Executive Director of Human Resources, within twenty (20) days of the occurrence of the alleged grievance. A District representative will meet with the grievant within ten days and render a decision in writing within five working days of the meeting. A copy of the decision will be placed in the grievant's file.

Section 3. Level II: In the event the grievant and / or ACE Executive Board is not satisfied with the decision rendered at Level I, the grievant and / or ACE Executive Board may appeal, in writing, to the Executive Director of 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 of Human Resources shall meet with the grievant. Executive Director of Human Resources shall respond, in writing, within fifteen (15) days after the meeting.

Section 4. Level III: If the employee is not satisfied with the disposition of the grievance by the Executive Director of Human Resources, the alleged grievance may be submitted to arbitration. Notification of dissatisfaction shall be made, in writing, to the Executive Director of Human Resources within ten (10) days after his/her 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) calendar days from the notification date that arbitration will be pursued, the P.E.L.R.A. Board, 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 shall have a right to an ACE Executive Board representative either join or represent the employee at any level.

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 this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

Section 8. No reprisals of any kind will be taken by the School Board or the school administration against any employee because of participation in this grievance.

Section 9. When mutually agreed, grievance may be heard during the school day. The School Board agrees to pay the regular salary for up to three (3) employees per grievance who participate in a grievance during the school day. Additional employees up to seven (7) per grievance may be available for grievances held during the school day at no pay from the District.

Section 10. The Executive Director of Human Resources may appoint a designee to act in his / her stead at Level II.

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ARTICLE XVI DURATION

Section 1. This contract shall be effective as of July 1, ~~2023~~ 2025, and shall continue in effect until June 30, ~~2025~~ 2027. The terms of this contract shall continue in full force and effect until such substitute contract is adopted.

Section 2. If either party desires to modify or amend this Amendment commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration.

Section 3. This Agreement constitutes the full and complete Agreement between the School District and the Association of Clerical Employees (ACE). The provisions herein relating to terms and conditions of employment supersede and take precedence over any rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Master Agreement

2023-2025--2027

**Board of Education
Independent School District 191**

And

Association of Clerical Employees

FOR: Association of Clerical Employees

FOR: Independent School District 191

Lead Negotiator

Board Chair

Union Steward

Board Clerk

Date

Chief Negotiator

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Association of Clerical Employees (hereinafter referred to as the Union), representing the Clerical 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. 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, 2027.

Association of Clerical Employees
Burnsville, MN 55337

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

Union Representative Chair

Employer Representative

Dated: _____

Dated: _____

Appendix I

VACATION: Chart for Article V Language														
	12 Month (261 Days)			11 Month (237 Days)			10 ½ Month (227 Days)			10 Month (217 Days)				
Beginning Year	Mthly Accrual Rate %	Annual Accrual	Skyward Monthly Hours Minutes	Mthly Accrual Rate %	Annual Accrual	Skyward Monthly hours	Mthly Accrual Rate %	Annual Accrual	Skyward Monthly hours	Mthly Accrual Rate %	Annual Accrual	Skyward	Base Mthly Accrual Rate %	Hrs
1	1.08	13	8.64 8:38	0.99	11.88	7.92 7:59	0.95	11.34	7.60 7:36	0.90	10.80	7.20 7:12	1.08	8.64 8:38
2	1.08	13	8.64 8:38	0.99	11.88	7.92 7:59	0.95	11.34	7.60 7:36	0.90	10.80	7.20 7:12	1.08	8.64 8:38
3	1.08	13	8.64 8:38	0.99	11.88	7.92 7:59	0.95	11.34	7.60 7:36	0.90	10.80	7.20 7:12	1.08	8.64 8:38
4	1.75	21	14	1.60	19.25	12.80 12:48	1.53	18.38	12.24 12:14	1.46	17.50	11.68 11:41	1.75	14
5	1.75	21	14	1.60	19.25	12.80 12:48	1.53	18.38	12.24 12:14	1.46	17.50	11.68 11:41	1.75	14
6	1.75	21	14	1.60	19.25	12.80 12:48	1.53	18.38	12.24 12:14	1.46	17.50	11.68 11:41	1.75	14
7	1.75	21	14	1.60	19.25	12.80 12:48	1.53	18.38	12.24 12:14	1.46	17.50	11.68 11:41	1.75	14
8	1.75	21	14	1.60	19.25	12.80 12:48	1.53	18.38	12.24 12:14	1.46	17.50	11.68 11:41	1.75	14
9	1.75	21	14	1.60	19.25	12.80 12:48	1.53	18.38	12.24 12:14	1.46	17.50	11.68 11:41	1.75	14
10	1.75	21	14	1.60	19.25	12.80 12:48	1.53	18.38	12.24 12:14	1.46	17.50	11.68 11:41	1.75	14
11	2.5	30	20	2.29	27.5	18.32 18:19	2.19	26.25	17.52 17:31	2.08	25.00	16.64 16:38	2.5	20
12	2.5	30	20	2.29	27.5	18.32 18:19	2.19	26.25	17.52 17:31	2.08	25.00	16.64 16:38	2.5	20
13	2.5	30	20	2.29	27.5	18.32 18:19	2.19	26.25	17.52 17:31	2.08	25.00	16.64 16:38	2.5	20
14	2.5	30	20	2.29	27.5	18.32 18:19	2.19	26.25	17.52 17:31	2.08	25.00	16.64 16:38	2.5	20
15	2.5	30	20	2.29	27.5	18.32 18:19	2.19	26.25	17.52 17:31	2.08	25.00	16.64 16:38	2.5	20

Appendix II

ARTICLE VIII Section 1. Subd 1. SICK TIME: Chart Pro-rated Accrual (Based on 8 Hour Day)									
12 Month		11 Month		10 ½ Month		10 Month		School Year	
Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours
261	136	237	123.5	227	118.18	217	113.06	184	95.88

7. Collective Bargaining Agreement with the Information Technology
Specialists

327

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



**Agenda V.B.7.
January 8, 2026**

To: Board of Education
Dr. Latanya Daniels superintendent

From: Stacey Sovine, executive director of administrative services

Date: January 8, 2025

Re: Collective Bargaining Agreement with the Information Technology Specialists

Recommendation: That the Board of Education approve the revisions and readopt the unchanged language in the 2025-2027 Master Agreement with the Information Technology Specialists.

The District reached a tentative agreement on a new two-year contract with the Information Technology Specialists in December. There are 14 members currently within the unit. During the collective bargaining process, less than 10 language items were on the table for discussion. IT ratified the agreement mid-December.

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

- MOU for MNPI and adjustment for employee seniority dates;
- Updated contribution for Tax Sheltered Annuity and Deferred Compensation Plans;
- Updated 403(b) contribution;
- Remove dated language.

Economic terms agreed to include:

- Steps both years;
- 2-year increased cost \$101,000;
- Minnesota of School Board Association

Attachment: Copy of tentative agreement

MASTER AGREEMENT

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

and

INFORMATION TECHNOLOGY SPECIALISTS

July 1, ~~2023~~ 2025 – June 30, ~~2025~~ 2027

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 2023– 2025 -- 2027

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ARTICLE I
PURPOSE

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

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

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

ARTICLE III
DEFINITIONS

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

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

ARTICLE IV EMPLOYER AUTHORITY

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

ARTICLE V UNION SECURITY

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

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

ARTICLE VI PERFORMANCE OF DUTIES

- Section 1. Employees must faithfully perform, at a professional level of competence, the services and duties prescribed by the District, regardless of whether such duties are specifically described in this policy, in a job description, in a notice of assignment, or in another document. Prompt and regular attendance is an essential function of each employee's job. Employees must also comply with all lawful directives issued by the Superintendent or by any other individual with supervisory authority. In addition, employees must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District. Employees may not, directly or indirectly, engage or participate in any action or conduct which conflicts in any respect with the interests of the District. Toward that end, employees may not engage or participate in any action or conduct that is inconsistent with their job duties, the basic educational mission of the District, or the desired image of the District.
- Section 2. Vacation: Effective July 1, 2024, full-time employees shall earn vacation equivalent to 1.75 days per month worked to be allocated at the beginning of the fiscal year. After an employee has completed seven (7) years of district service as an Information Technology Specialist, the employee shall earn vacation equivalent to 2.5 days per month worked to be allocated at the beginning of the fiscal year. Part-time employees will have the amount prorated. Unused vacation time expires at the end of the fiscal year and may not carryover.
- Section 3. Daily and Hourly Rate of Pay: In the event the District needs to determine a daily rate of pay for an exempt employee, the employee's annual salary will be divided

by the number of duty days assigned to the employee. In the event the District needs to determine an hourly rate of pay for a non-exempt employee, the employee's daily rate of pay will be divided by eight hours.

- Section 4. When a supervisor replaces an employee in a higher classification on a temporary appointment or for any other reason with another lower paid employee who qualifies for and performs all job functions of the higher classification for a minimum of 10 work days, the temporary replacement shall receive the higher rate of pay. A temporary appointment to replace an employee in a lower classification continues at the regular rate. Pay is retroactive to day 1 of the temporary appointment.

ARTICLE VII HOLIDAYS

- Section 1. In the absence of an emergency or a change in the school calendar, employees are not expected to work on the following holidays: Independence Day, Labor Day, Thanksgiving and the day following, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Memorial Day, Juneteenth and two floating holidays to be scheduled with the approval of the Information Technology specialist's immediate supervisor.
- Section 2. In the case of an emergency or a change in the school calendar requiring an employee to work a holiday identified in Section 1, the employee shall be awarded a floating holiday and a personal day to use within the current fiscal year. The awarded personal day is not subject to ARTICLE X, Section 6 and may be taken without negatively impacting them for the attendance incentive.

ARTICLE VIII CLOSING AND EMERGENCY DISMISSALS

- Section 1. In the event the superintendent closes facilities because of inclement weather or an emergency, the first emergency closing will be paid at the employee's daily rate of pay. In the event the facilities of the District are closed a second time or more because of inclement weather, employees shall have a choice of working or taking a personal day, a vacation day, or a sick leave date if applicable.
- Section 2. If, after arriving on the job, the employee is dismissed by the Superintendent of Schools or designee, the employee shall be compensated for the day.

ARTICLE IX
COMPENSATION

Section 1.

2023-2024 2025-2026

	Step 1	Step 2	Step 3
TECH SPEC 1	\$ 44,400	\$ 46,300	\$ 48,300
TECH SPEC 2	\$ 61,600	\$ 64,150	\$ 66,750
TECH SPEC 3	\$ 80,750	\$ 83,150	\$ 85,750
TECH SPEC 4	\$ 91,600	\$ 94,650	\$ 97,850

2024-2025 2026-2027

	Step 1	Step 2	Step 3
TECH SPEC 1	\$ 45,400	\$ 47,350	\$ 49,400
TECH SPEC 2	\$ 63,000	\$ 65,650	\$ 68,300
TECH SPEC 3	\$ 82,600	\$ 85,050	\$ 87,700
TECH SPEC 4	\$ 93,700	\$ 96,850	\$ 100,100

Section 2. Step Movement: Information Technology Specialists hired after January 1st shall not advance a step until July 1st the following calendar year. Thereafter, Information Technology Specialists will advance one step on July 1st, provided they have successfully completed a year of service.

Section 3. At the time of employment, relevant outside experience may be considered for appropriate step placement.

Section 4. Stipend: ~~Effective July 1, 2011, a Video Production Technology Stipend in the amount of \$3,500 will be paid to the Information Technology Specialist who prepares and edits the Board of Education’s monthly meeting and district’s monthly cable show. Special board meetings in excess of 23 per year, shall be compensated at \$100 per meeting, provided the meeting requires significant preparation and time.~~ Effective July 1, 2024, for those within the unit, a Video Production Technology Stipend in the amount of \$5,000 will be paid to the employee who prepares and edits the Board of Education’s monthly meeting and district’s monthly cable show. Special board meetings in excess of 23 per year, shall be compensated at \$250 per meeting, provided the meeting requires significant preparation and time. A stipend of \$6,000 will be paid to the Information Technology Specialist designated as the Senior Systems Administrator.

Section 5. Longevity: ~~Effective July 1, 2011, after ten (10) years of service within the unit, an Information Technology Specialist will receive \$1,000 above their base salary. After fifteen (15) years of service, an Information Technology Specialist will receive \$1,500 above their base salary. After twenty (20) years of service, an Information Technology Specialist will receive \$2,500 above their base salary.~~ Effective July 1, 2023, after five (5) years of service within the unit, an Information Technology Specialist will receive \$1,500 above their base salary. After ten (10) years of service within the unit, an Information Technology Specialist will receive \$3,000

above their base salary. After fifteen (15) years of service, an Information Technology Specialist will receive \$5,000 above their base salary. After twenty (20) years of service, an Information Technology Specialist will receive \$7,500 above their base salary. After thirty (30) years of service, an Information Technology Specialist will receive \$10,000 above their base salary.

ARTICLE X LEAVES

- Section 1. Sick Leave: Each full-time employee will earn sick leave at the rate of seventeen (17) days per school year and may accumulate a maximum of 150 days of sick leave. Part-time employees will earn sick leave on a prorated basis. An employee's use of sick leave is subject to the following conditions:
- a. The Superintendent may allow an employee to use up to five days of annual sick leave in advance of the monthly accrual, but the advance of sick leave will be deducted from subsequent accrual in that year. Any absences due to illness that are in excess of the employee's accumulated sick leave and annual accrual will be without pay.
 - b. 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. Sick leave may not be used to conduct personal business.
 - c. 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.
 - d. 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.

- e. If the employee reports being absent due to illness or serious health condition, the District may require the employee to provide a certification from a qualified physician stating that the absence was due to an illness or a serious health condition. The District will make the final determination as to whether the employee is entitled to receive sick leave for a given absence.
- f. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of accumulated sick leave.

- Section 2. Bereavement Leave: An employee may take up to five (5) days of paid bereavement leave per year for any death(s) that occurs in the employee's immediate family. For purposes of this Agreement, "immediate family" includes a spouse, children, parents, 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 and out-of-state funerals.
- Section 3. Personal Leave: An employee may take up to one (1) days of paid personal leave each school year. The employee must obtain permission from his/her supervising administrator to take personal leave on a given day. The Superintendent or the supervising administrator may deny any request for personal leave at a given time based upon the Superintendent's or administrator's assessment of the needs of the District. Days of personal leave do not accumulate and will be forfeited if they are not used. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of personal leave.
- Section 4. Jury Duty: An employee who is called for jury duty will be reimbursed for the difference between the amount paid for serving on the jury and the employee's regular salary during the period of service. To the extent possible, employees will be expected to report or otherwise perform their regular duties when temporarily excused from attending court.
- Section 5. Other Types of Leave: To the extent required by law, the District will grant other types of leave. In addition, the School Board may, in its discretion, grant additional types of leave that are not required by law.
- Section 6. An employee who as of July 1 (a) has accumulated leave time in excess of three hundred and sixty (360) hours determined as of June 15th of the same tax year, and (b) has taken one (1) or less leave days in the current school year shall have sufficient leave days converted at the rate equal to seven hundred fifty dollars (\$750) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.

An employee who as of July 1 (a) has accumulated leave time in excess of three hundred and sixty (360) hours determined as of June 15th of the same tax year, and (b) has taken more than one (1) leave day up to three (3) leave days in the current school year shall have sufficient leave days converted at the rate equal to four hundred fifty dollars (\$450) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.

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

The conversion rate for leave days shall be one hundred fifty dollars (\$150) per day.

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

ARTICLE XI GROUP INSURANCE

- Section 1. Insurance Benefits: As described below, the District will contribute toward the cost of the premium for certain types of insurance for full-time employees who otherwise qualify for and enroll in the insurance policy, plan, or program. The District will select the insurance policies, plans, and programs. To the extent permitted by law, upon separating from employment with the District a former employee may continue to participate in a group health insurance plan, but such participation will be at the former employee's sole expense.
- a. Single Health and Hospitalization Insurance. The District will contribute an amount equal to 100% of the composite premium for an employee who works 30 hours or more and who enrolls the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
 - b. Dependent Health and Hospitalization Insurance. The District will contribute an amount equal to 80% of the composite premium for an employee who works 30 hours or more and who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
 - c. Both Spouses Employed: If an employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.

- d. Dental Insurance: The District will pay 100% of the premium for single or dependent coverage for a full-time employee who elects to participate in the District's group dental plan.
- e. Group Term Life Insurance: All employees shall be provided life and dismemberment insurance coverage in the amount of \$50,000 at District expense, subject to the insurance company's terms and conditions. Effective July 1, 2005, Information Technology Specialists will each purchase an additional \$100,000 of life insurance. All District participation and contribution shall cease effective on the last working day. However, upon separation from employment, employees may continue coverage in the group plan, at the employee's expense, pursuant to COBRA extensions provided in state and federal statutes.
- f. Long-Term Disability (LTD) Insurance: Income Protection coverage will be provided each employee at District expense. Upon request, Information Technology Specialists may supplement LTD payments with 20 days of accrued personal sick leave on a fractional basis (1/3) of a day to yield up to 60 days of full pay.
- g. Disclaimer: No claim or cause of action may be brought against the District for any claim that is not covered or paid by insurance. The District is not insuring or guaranteeing that any particular claim will be paid or covered by any insurance policy, plan, or program, or that any specific amount will be paid out under any policy, plan, or program. Any description of insurance benefits in this policy is intended to be general and informational only and is subject to change in the discretion of the School Board. The eligibility of any particular employee and the employee's dependent(s) is governed by the terms of the actual insurance policy, plan, or program. The District's only obligation is to make the premium contributions that are identified in this policy, as it currently is written or as amended at any time in the future, for full-time employees who otherwise qualify for and enroll in the particular insurance plan or program.

ARTICLE XII BENEFIT PLANS

- Section 1. Flexible Benefit Plan: The School District will establish a Flexible Benefit Plan under IRS Code 125. Regulations and procedures will be available in the Human Resources Office. A board policy and accompanying regulations will be developed and updated annually to comply with IRS Regulations.
- Section 2. Tax Sheltered Annuity and Deferred Compensation Plans: Tax sheltered annuities and deferred compensation plans, either variable or fixed, are available. Regulations and procedures are available in the Human Resources Office. Board Policy and regulations will be updated annually for compliance with State and Federal Laws. Effective July 1, 2022, the District will match up to \$1,500 per year

to an approved Minnesota deferred compensation program. Beginning the second year of service, the district will match \$2,250. After ten (10) years of service within the unit, an Information Technology Specialist will receive up to \$3,000 match from the District. Effective July 1, 2025, the District will match up to \$1,500 per year to an approved Minnesota deferred compensation program. Beginning the second year of service, the district will match \$2,500. After seven (7) years of service within the unit, an Information Technology Specialist will receive up to \$3,250 match from the District.

- Section 3. Post-Retirement Healthcare Savings Plan: Effective July 1, 2006, the District will contribute \$750.00 for each I.T. Specialist to the Minnesota State Retirement System's Post-Retirement Healthcare Savings. In the tenth year of service the district will contribute \$1,150. If an employee leaves employment prior to the end of the fiscal year, the contribution amount will be prorated. Effective July 1, 2026, the District will contribute \$1000.00 for each I.T. Specialist to the Minnesota State Retirement System's Post-Retirement Healthcare Savings. After the seventh year of service within the unit, the district will contribute \$1,500. If an employee leaves employment prior to the end of the fiscal year, the contribution amount will be prorated.

ARTICLE XIII SENIORITY

- Section 1. Employee seniority shall be determined by the employee's length of continuous employment in the bargaining unit.
- Section 2. Seniority lists will be published by the Employer on January 1st of each year.
- Section 3. Probationary periods can be extended up to an additional 90 calendar days by mutual agreement between the Employer and the Union.
- Section 4. During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the Employer.
- Section 5. In the event conditions necessitate a reduction of bargaining unit employees within any position title classification, the following procedure will be used:

Seniority will decide any reduction. The least senior person in any group based on the employee's seniority pursuant to Section 1 of this Article to be reduced will be the first one laid off, and the next in line would follow, and so on, until the reduction has been met, providing the remaining employees have the ability to perform the work required. Position by group shall be the determining factor and any employee eliminated shall then have the right to displace the next least senior employee in the same group or successively lower groups. A junior employee may not displace a senior employee.

Upon rehiring, the laid off employee with the most seniority shall be the first recalled. Employees laid off shall hold recall rights for a period of one year.

Employees rejecting re-employment shall forfeit recall rights. In no case shall an employee displace an employee with more seniority or an employee in a higher classification.

ARTICLE XIV DISCIPLINE

- Section 1. The employer will discipline employees for just cause only. Upon investigation and finding of facts, the employer shall give the affected employee and the steward a written letter explaining such findings. Discipline will be in one or more of the following forms: a) Letter of Reprimand, b) Letter of Deficiency, c) suspension, d) demotion, or e) discharge.
- Section 2. Suspension, demotions, and discharges will be in written form.
- Section 3. Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be presented, read, and the employee given an opportunity to sign. Employees and the Union will receive a copy of such reprimands and/or notices.
- Section 4. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- Section 5. Any material in the employee's permanent personnel file may be reproduced at the request of the employee and cost of reproduction paid by the employee.
- Section 6. Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union Representative present at such questioning.
- Section 7. Written directives or conference summaries which are not disciplinary but which were created by a supervisor and given to the employee to more clearly define performance expectations may be used in disciplinary actions when the purpose is to establish that the employee should have been aware of those expectations.

ARTICLE XV EMPLOYEE RIGHTS - GRIEVANCE

- Section 1. Definitions.
- Subd. 1. Grievance: A grievance is defined as a dispute or disagreement as the interpretation or application of the specific terms and conditions of this Agreement.
- Subd. 2. Days: Days shall mean workdays.
- Section 2. Union Representatives: The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors.

Section 3. Processing of a Grievance: It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours. However, the employee and the Union representative must have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work program of the Employer.

Section 4. Procedure:

Subd. 1. Step 1: An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer on the proper form. The Supervisor will meet and discuss the allegation within five (5) days of notification and give an answer to such Step 1 grievance within ten (10) days after the meeting.

Subd. 2. Step 2: In the event the grievance is not resolved in Step 1, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within ten (10) days after receipt of the decision in Step 1. If a grievance is properly appealed to the Superintendent of Schools, the Superintendent shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent shall issue a decision in writing to the parties involved.

Subd. 3. Step 3: A grievance unresolved in Step 2 and appealed to Step 3 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended.

Section 5. Arbitrator's Authority

Subd. 1. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

Subd. 2. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union subject, however, to the limitations of arbitration decisions as provided in

P.E.L.R.A. of 1971 as amended, and shall be based solely on this Agreement and to the facts of the grievance presented.

Subd. 3. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 6. Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

ARTICLE XVI MISCELLANEOUS

Section 1. Employees who must use their car for School District purposes during the regular working day are entitled to reimbursement for such mileage according to current District policy. In order to be reimbursed, employees must use the proper form and should submit forms on a monthly basis.

Section 2. Tuition Reimbursement: The District will reimburse tuition costs to each member of this unit hired prior to July 1, 2000, for approved coursework that is of benefit to the District. Advance approval and verification of successful completion are required. Tuition will not be paid to members of this unit while on leave. For every 32 college semester credits completed an Information Technology specialist will pledge two years of service to the District. In the event an Information Technology specialist leaves prior to fulfilling this commitment; he/she must refund the District tuition expenses.

Effective July 1, 2014, for employees hired into the unit after July 1, 2006, shall be eligible for up to \$1,000 in tuition reimbursement on an annual basis for college coursework germane to their assignment and of benefit to the district. All coursework must be preapproved by the Executive Director of Administrative Services. The employee must earn at least a C or a Passing grade in a Pass/Fall system in order to be eligible for tuition reimbursement.

Effective July 1, 2014, employees hired into the unit after July 1, 2006, shall be eligible for up to \$1000 in reimbursement on an annual basis for certification coursework germane to their assignment and of benefit to the district. All

coursework must be preapproved by the Executive Director of Administrative Services.

- Section 3. **Work Stoppages:** In the event of a strike or work stoppage by other employees, it is mutually agreed that Information Technology Specialists covered by this Agreement shall be on duty and carry out policy, rules, and assignments as may directed by the Employer. The Employer reserves the right to make whatever directives that are in the Employer's judgment necessary for the operation or protection of District programs and facilities. The members agree that it will not directly or indirectly engage in, support, or assist in any strike against the employer.
- Section 4. **Professional Development:** The District will pay expenses associated with authorized attendance at conferences and seminars germane to an Information Technology specialist's assignment. Attendance and expenses require advance authorization of the Information Technology specialists' supervisor.
- Section 5. **Retirement Age:** Retirement age shall be that determined by applicable statutes.
- Section 6. **Position Elimination:** For an Information Technology Specialist hired prior to July 1, 2000, who leaves the District because of a discontinued position, and choose not to exercise their seniority rights under Article XIII, shall receive two (2) days pay for each year of service in the District. An Information Technology Specialist will not receive severance if he/she voluntarily resigns from a position or if he/she is terminated for cause.

ARTICLE XVII DURATION

- Section 1. **Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing as of the effective date of this Agreement through June 30, ~~2025~~ 2027. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to the expiration of this Agreement.
- In the event a new Agreement is not in effect on July 1, ~~2025~~ 2027, all terms of this contract will remain in effect as set forth in this Agreement until a successive Agreement is in effect.
- Section 2. This Agreement constitutes the full and complete Agreement between the School Board and the Union. The provisions herein relating to terms and conditions of employment supersede and take precedence over any and all prior agreements inconsistent with these provisions.
- Section 3. The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof under different circumstances.

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

Section 5. Any provision contained in any previous Master Agreement and not contained in this Agreement is no longer valid or applicable after July 1, 2025 2027.

IN WITNESS WHEREOF, The parties have signed this Agreement:

For: IN WITNESS WHEREOF, The parties have signed this Agreement:

For: Information Technology Specialists

For: Independent School District 191

Union Lead Negotiator

District Chief Negotiator

Union Steward

Board Chair

Date

Board Clerk

Date

**MEMORANDUM OF UNDERSTANDING
Minnesota Paid Family Medical Leave (PFML)**

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Information Technology Specialists (hereinafter referred to as the Union), representing the Technology Specialists 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. The Minnesota Paid Leave Law (Minnesota Statutes Chapter 268B) creates a statewide Family and Medical Leave insurance program, scheduled to become effective on January 1, 2026. The Technology Specialists represented by the Union are covered under this new statute. Given that the Statute may undergo multiple revisions during its implementation, this agreement provides language that allows all parties to plan and rely on specific details. The core understanding of this document is that it shall not restrict any mandated employee benefit required by the statute. PFML benefits are defined as monetary payments associated with qualifying events such as bonding, family care, medical care related to pregnancy, serious health conditions, qualifying exigency, or safety leave.
3. **Premium Contribution**
 - a. The District and the Union agree that the Employer shall contribute 50% of the premiums to the State, and the employee shall pay the remaining 50% of the premium through wage deduction.
4. **Non-Supplementation of State Benefits**
 - a. The Union acknowledges that the District has determined it will not designate paid accrued leave (such as sick leave, personal time, or vacation pay) as a supplemental benefit payment.
 - b. A "Supplemental benefit payment" is defined in the statute as a payment made by an employer, such as salary continuation or paid time off, which is given in addition to any PFML benefits the employee receives under Chapter 268B.
 - c. An employee retains the ability to use accrued paid time off (like vacation pay or sick leave) in lieu of receiving the state PFML program benefits, provided the employee is concurrently eligible for the leave.
5. **Increments for Intermittent Leave**
 - a. The minimum increment of intermittent leave permitted by this agreement is one calendar day. A "calendar day" refers to a fixed 24-hour period.
6. **Relationship to Federal FMLA**
 - a. Leave required by the federal Family and Medical Leave Act (FMLA) will, as permitted by law, run concurrently with the new state benefit.

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

Information Technology Specialists
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 Information Technology Specialists (hereinafter referred to as the Union), representing the Technology Specialists 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. Notwithstanding ARTICLE XIII, Section 1, the parties agree that the following individuals will have seniority dates as listed.

Employee	Seniority Date
Rethlake-Homolka, Pam	10/10/1995
Kopp, Elizabeth A	9/8/2009
Lund, Elliott J	8/29/2011
Meyer, Jessica M	8/31/2015

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

Information Technology Specialists
Burnsville, MN 55337

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

Union Representative Chair

Employer Representative

Dated: _____

Dated: _____

8. Resolution to Accept Donations

348

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 V.B.8.
January 8, 2026**

To: Board of Education
From: Dr. Latanya Daniels, superintendent
Date: January 8, 2026

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

RESOLUTION TO ACCEPT DONATIONS

WHEREAS,

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

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

Moved by: _____

Seconded by: _____

Members in favor of the motion:

Members opposed:

Whereupon said Resolution was declared duly passed and adopted on January 8, 2026.

Clerk – Board of Education

Mary Latterell	Food & Nutrition Services	Meal Account Balance Donation	\$1.00
multiple anonymous	Food & Nutrition Services	Meal Acct Balance Donations	\$40.76
Hamdi Hajisaid	Food & Nutrition Services	Meal Account Balance Donation	\$25.00
Kathryn and Richard Pope	BrainPower in a Backpack	Program donation	\$100.00
Gary Rocklitz	BrainPower in a Backpack	Program support	\$1000.00
Foundation 191	BrainPower in a Backpack	Program support	\$500.00
GIVEMN Mighty Cause Foundation	BrainPower in a Backpack	Program support	\$200.00
Ruthanne and Kevin Mussetter	BrainPower in a Backpack	Program support	\$100.00
Rahn Elementary	BrainPower in a Backpack	Program support	Food drive
America Online Giving Foundation	BrainPower in a Backpack	Program support	\$139.28
Barbara, Dorry and Darlys Kienitz	BrainPower in a Backpack	Program support	\$500.00
Laura Schrank	BrainPower in a Backpack	Program support	\$16.00
Wells Fargo Employee Giving	BrainPower in a Backpack	Program support	\$6.00
Gary and Lavonne King	BrainPower in a Backpack	Program support	\$1000.00
Harriet Bishop PTO	BrainPower in a Backpack	Program support	\$1000.00
CAF America – US BANK CAF	BrainPower in a Backpack	Program support	\$40.00
GIVEMN Mighty Cause Foundation	BrainPower in a Backpack	Program support	\$444.00
multiple anonymous	Food & Nutrition Services	Meal Acct Balance Donations	\$20.80
Saiyora Buzurova	Food & Nutrition Services	Meal Acct Balance Donation	\$0.25
Burnsville Savage Lion's Club	District 191 Health Services Department	Donation of Welch Allyn SPOT Vision Screeners to assist nurses of D191 to easily identify vision problems during routine screenings	(2) SPOT Vision Screeners are handheld, portable screening devices that can quickly identify vision issues, like nearsightedness, farsightedness, astigmatism, and even risk factors for amblyopia (lazy eye), in patients as young as six months old. They are especially helpful for students who are nonverbal or don't know how to read yet.
Anonymous	Food & Nutrition Services	Meal Account Balance Donation	\$1.25
Francis Huntermann	Food & Nutrition Services	Families in Need Meal Acct Fund	\$10.00

Gerald Kaplan and Jane Luthly Kaplan	BrainPower in a Backpack	Program support	\$30.00 \$30.00
Tracy Schmidt	BrainPower in a Backpack	Program support	\$106.07
Bowls for BrainPower	BrainPower in a Backpack	Program support	\$3143.00
Bowls for BrainPower	BrainPower in a Backpack	Program support	\$4,648.36
Mightycause Foundation/GIVEMN	BrainPower in a Backpack	Program support	\$958.00
Bowls for BrainPower	BrainPower in a Backpack	Program support	\$62.25
Target Employee Giving	BrainPower in a Backpack	Program support	\$20.00
Costco Burnsville	BrainPower in a Backpack	Program support	Food donation
Cole's Salon and Spa Burnsville	BrainPower in a Backpack	Program support	Raffle item for Bowls event
Kwik Trip	BrainPower in a Backpack	Program support	Food donation
Grand Slam Burnsville	BrainPower in a Backpack	Program support	Raffle item for Bowls event
D Fong's Chinese Cuisine Savage	BrainPower in a Backpack	Program support	Food donation
Raising Cane's Burnsville	BrainPower in a Backpack	Program support	Raffle item for Bowls event
Valley Natural Foods	BrainPower in a Backpack	Program support	Food donation
Core Foodservice Eden Prairie	BrainPower in a Backpack	Program support	Food donation
Nespresso Bloomington	BrainPower in a Backpack	Program support	Food donation
Everlight Solar Savage	BrainPower in a Backpack	Program support	Food donation
Prior Lake Savage Optimist Club	BrainPower in a Backpack	Program support	\$1000.00
Pamela Hansen	BrainPower in a Backpack	Program support	\$144.00
Schuler Shoes Burnsville	BrainPower in a Backpack	Program support	\$1000.00
Bowls for BrainPower	BrainPower in a Backpack	Program support	\$48.05
Gary Rocklitz	BrainPower in a Backpack	Program support	\$5000.00
Minnesota Valley Electric Operation Round Up	BrainPower in a Backpack	Program support	\$500.00
Garret Sampson	BrainPower in a Backpack	Program support	\$500.00
Carol Sather	BrainPower in a Backpack	Program support	\$4500.00
US Bank Foundation	BrainPower in a Backpack	Program support	\$107.00
Presbyterian Church of the Apostles	BrainPower in a Backpack	Program support	\$1000.00

St. John the Baptist Savage	BrainPower in a Backpack	Program support	Food donation \$51
Burnsville Strong	BrainPower in a Backpack	Program support	Food and bag donation
Lisa Pozorski	Burnsville High School	Donation for Blaze Nation Station (free store for students at BHS)	1 box of clothes and shoes, 1 box of hygiene items, 1 bag of linens
Vomela Companies, Cindy Scheurer	Burnsville High School	Donation of teaching materials	Poster sets about nutrition and ingredients
Burnsville Rotary	Burnsville High School	Donation to Culinary Pathways program	\$400
Francis Huntermann	Food & Nutrition Services	Donation for families in need	\$10.00
Wells Fargo Employee Giving	BrainPower in a Backpack	Program support	\$6.00
GIVEMN MightCause Foundation	BrainPower in a Backpack	Program support	\$2329.00
US Bank Foundation	BrainPower in a Backpack	Program support	\$20.00
Janet and William Williams	BrainPower in a Backpack	Program support	\$1000.00
GIVEMN MightyCause Foundation	BrainPower in a Backpack	Program support	\$875.00
Target Employee Giving	BrainPower in a Backpack	Program support	\$20.00
Burnsville Rotary Foundation	BrainPower in a Backpack	Program support	\$13,000.00
Wells Fargo Employee Giving	BrainPower in a Backpack	Program support	\$6.00
Highmark Construction	BrainPower in a Backpack	Program support	\$500.00
William Byrne Parent Teacher Organization	BrainPower in a Backpack	Program support	\$350.00
Peter and Kathleen Lowry	BrainPower in a Backpack	Program support	\$144.00
Gideon Pond Elementary Parent Teacher Organization	BrainPower in a Backpack	Program Support	\$144.00
Collins Aerospace/RTX	BrainPower in a Backpack	Program Support	\$5000.00
Erin Naus/Bench Family	BrainPower in a Backpack	Program Support	\$166.33
Multiple Anonymous Donors	Food & Nutrition Services	Meal Account Balance Donations	\$444.87

Total monetary donations received: \$ 52, 326.27

VI. Work Session: Final Review of Superintendent Evaluation Tool

353

Speaker(s): Board Chair

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 VI.
January 8, 2026**

To: Board of Education
Dr. Latanya Daniels superintendent

From: board chair

Date: January 8, 2025

Re: Final Review of Superintendent Evaluation Tool

Summary of details:

- Initial Board review held during a work session on October 23, 2025 school board meeting
- Additional review and adjustments recommended during the October 29, 2025 Board Retreat for Superintendent Transition Planning with Barb Dorn from the Minnesota School Board Association
- Once the board approves the evaluation tool the text and rating scales will be transposed to a Google Form by the Administrative Assistant to the School Board and sent to the Board's Vice Chair for distribution to Board members

Attachments: Copy of draft evaluation tool

Thank you for taking the time to complete the Superintendent's annual performance review.

The first section of the review covers ~~s-Dr. Battle's~~ Dr. Daniels' Essential Duties and Responsibilities as Superintendent. Please rate her performance on a scale of 1 to 4, with 1 being **greatly below expectations** and 4 being **greatly above expectations-high**. Please include additional comments / details / examples as appropriate.

The Essential Duties and Responsibilities are as follows:

- Serves as the Chief Executive Officer for the School District.
- Serves as the educational leader of the District.
- Serves as the primary spokesperson for the District and oversees all public relation activities of the District to best represent the District before the public, governmental agencies, community organizations, or other groups.
- Directs and oversees the operational and administrative services, programs, and operations of the District to ensure the efficiency and effectiveness of these functions.
- Ethical and Inclusive Leadership.

* Indicates required question

1. Email*

2. Board Member Name*

3. Essential Duty #1 - Serve as the Chief Executive Officer (CEO) for the School District

Mark one one oval.

	1	2	3	4	
Greatly Below Expectations	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Greatly Above Expectations

4. Evidence of performance & comments regarding Essential Duty #1 (CEO of School District)

5. Essential Duty #2 - Serve as the Education Leader of the School District.

Mark one one oval.

1 2 3 4

Greatly Below Expectations Greatly Above Expectations

6. Evidence of performance & comments regarding Essential Duty #2 (Educational Leader)

7. Essential Duty #3 - Serves as the primary spokesperson for the District and oversees all public relation activities of the District to best represent the District before the public, governmental agencies, community organizations, or other groups.

Mark one one oval.

1 2 3 4

Greatly Below Expectations Greatly Above Expectations

8. Evidence of performance & comments regarding Essential Duty #3 (District Spokesperson/Representative)

9. Essential Duty #4 - Directs and oversees the operational and administrative services, programs, and operations of the District to ensure the efficiency and effectiveness of these functions.

Mark one one oval.

1 2 3 4

Greatly Below Expectations Greatly Above Expectations

10. Evidence of performance & comments regarding Essential Duty #4 (Oversee operations & administrative services)

11. Essential Duty #5 - Ethical & Inclusive Leadership

Mark one one oval.

	1	2	3	4	
Greatly Below Expectations	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Greatly Above Expectations

12. Evidence of performance & comments regarding Essential Duty #5 (Ethical & Inclusive Leadership)

Evaluation of ~~Dr. Battle's 2023-24~~ Dr. Daniels' 2025-26 Annual Goals

The next section of the review form includes ~~Dr. Battle's~~ Dr. Daniels' specific Superintendent Goals for the ~~2023-24-2025-26~~ school year.

Please rate ~~Dr. Battle's~~ Dr. Daniels' performance regarding each of these Annual Goals **and their elements** on a scale of 1 to 4 (with 1 being Ineffective and 4 being Highly Effective), including additional comments related to the specific goal. The relevant Minnesota School Board Association (MSBA) standards have been listed with each **goal and element**. For this year, these are the specific MSBA **elements** and standards on which ~~Dr. Battle~~ Dr. Daniels will be evaluated.

STANDARD: Communication and Community Engagement Goal (Communication and Community Relationships)

For Goal 1: Foster a culture of transparency, trust and collaboration by establishing consistent channels of communication with stakeholders and engaging the broader school community through meaningful dialogue and outreach initiatives - **Please rate the element of relationships with the Community:**

- Highly Effective (4)** - Builds and sustains productive relationships with public and private sectors, such as local law enforcement, MSBA, MASA, etc.
- Effective (3)** - Creates relationships with public and private sectors
- Developing (2)** - Reluctantly seeks some relationships with public or private sectors
- Ineffective (1)** - Has no relationships with public and private sectors and shows no interest in pursuing partnerships

Please provide evidence of progress and/or Growth to Date for Goal 1:

Additional Thoughts or Comments:

STANDARD: School District Operations Goal (Operations and Management)

For Goal 2a: Establish a facilities management plan that ensures safe, functional, and future-ready learning environments through proactive planning, transparent budgeting and stakeholder engagement and collaboration - **Please rate the element of Budget Development and**

Maintenance:

- Highly Effective (4)** - Engages in timely budget planning and actions that consider current and long-range information and data; seeks balance to meet students' current and future needs and be fiscally responsible to community; distributes resources to meet immediate and long-range objectives
- Effective (3)** - Engages in proactive budget actions that consider current information and data; seeks balance to meet the students' needs and be fiscally responsible to community; distributes resources in light of school district goals and immediate objectives
- Developing (2)** - Budget development, resource allocations, and management is focused on meeting immediate needs and fiscal issues and decisions are primarily reactive to current needs of the school district
- Ineffective (1)** - Budget knowledge is limited and the budget is developed and managed without taking into consideration current needs of the school district; resources are allocated without consideration of school district needs

Please provide evidence of progress and/or Growth to Date for Goal 2a and the element related to Budget Development and Maintenance:

Additional Thoughts or Comments:

For Goal 2b: Establish a facilities management plan that ensures safe, functional, and future-ready learning environments through proactive planning, transparent budgeting and stakeholder engagement and collaboration - **Please rate the element related to Facilities:**

- Highly Effective (4)** -Ensures facilities management plan is in place and includes current status of buildings and need to improve facilities in the future, with projected plan to secure funding
- Effective (3)** - Ensures facilities management plan is in place and includes current status of buildings and need to improve facilities in the future

- Developing (2)** - Discusses facilities needs internally, but no plan is created; addresses issues on an as-needed basis
- Ineffective (1)** - Facilities management plan is not created; maintenance is performed only when absolutely needed

Please provide evidence of progress and/or Growth to Date for Goal 2b and the element related to Facilities:

Additional Thoughts or Comments:

STANDARD: Teaching and Learning

For Goal 3: Establish a district-wide culture of collaborative leadership and instructional excellence by building trusting relationships, aligning strategic priorities and fostering continuous improvement across all levels of District One91 in the first 12 months - **Please rate the element of Staff Development**

- Highly Effective (4)** - Ensures comprehensive staff development plan exists and aligns with school district and school specific goals and complies with law; assures staff development programs fit school district-specific plan, goals, and priorities and focus on increasing student achievement
- Effective (3)** - Ensures staff development plan exists and is followed most of the time; assures staff development programs are based upon available opportunities targeted toward staff growth and increasing student achievement
- Developing (2)** -A staff development plan in place, but not consistently followed; staff development programs are based upon available opportunities
- Ineffective (1)** -No comprehensive school district staff development plan; staff development not consistently provided; staff are left responsible for their improvement

Please provide evidence of progress and/or Growth to Date for Goal 3:

Additional Thoughts or Comments:

STANDARD: Climate and Culture Goal (Ethical and Inclusive Leadership)

For Goal 4: Foster a culture of transparency, trust and collaboration by establishing consistent channels of communication with stakeholders and engaging the broader school community through meaningful dialogue and outreach initiatives - **Please rate Interactions with Staff, Students and Community**

- Highly Effective (4)** -Assures that school district procedures and practices are systematically reviewed and revised to reflect fairness and respect for human dignity for members of school community; builds relationships with union and non-affiliated employee groups through trust and sharing appropriate information

- Effective (3)** - Guides staff to examine school district procedures and practices for adherence to principles of fairness and human dignity; manages dynamics of union relationships

- Developing (2)** -Frequently examines school district procedures and practices for adherence to principles of fairness and human dignity; works to make the best of union relationships

- Ineffective (1)** -Does not examine school district procedures and practices for adherence to principles of fairness and human dignity; is unable to work with union leadership; does not work to improve relationships

Please provide evidence of progress and/or Growth to Date for Goal 4:

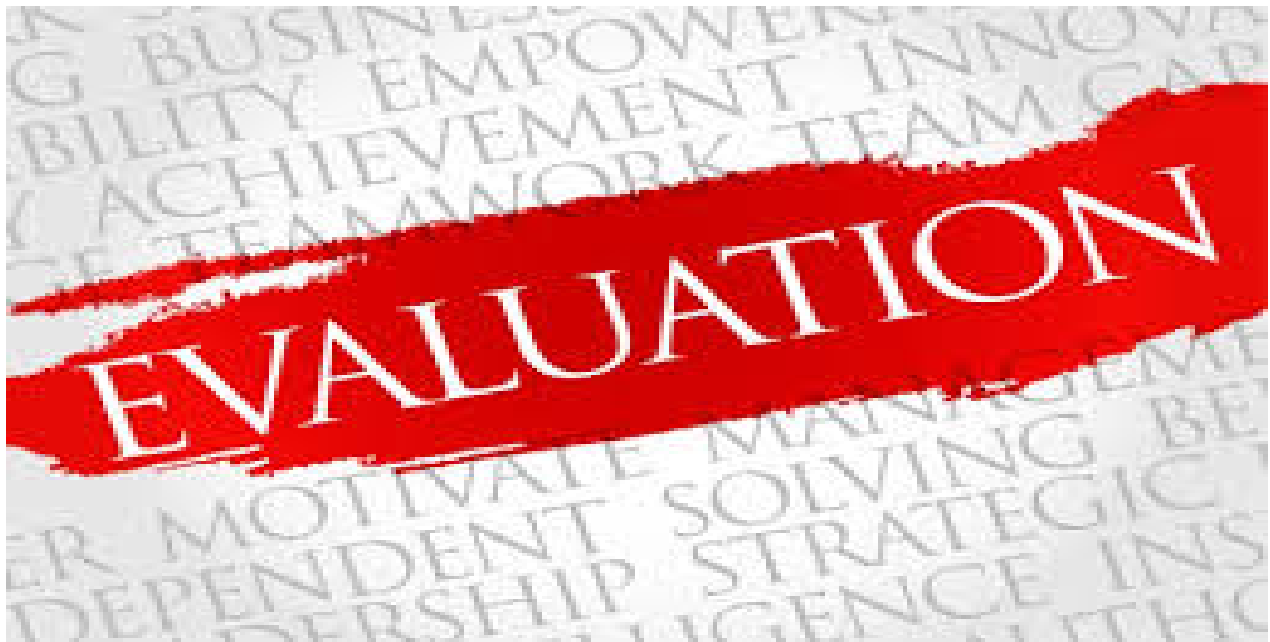
Additional Thoughts or Comments:

	July	August	September	October	November	December	January	February	March	April	May	June						
Board Development: Goal setting and self-eval		1) MSBA Summer Seminar (Twin Cities). 2) Placeholder: Retreat: board development. (e.g. CPSS, Strategic Plan review, ice breaking exercises, Teamworks, etc.) MSBA Phase I & II Training	In odd years: Contract with and schedule a date in Nov/December with MSBA to complete full BOE self-eval. In even years: contact MSBA to schedule completion of MSBA's simple online survey.		1) Review Board Goals 2) In odd years, complete full BOE self eval with MSBA. In even years, complete MSBA simple online survey and receive report back for review.	Odd years: retreat with MSBA to review BOE self eval. Even years: BOE retreat to review BOE self eval report generated by MSBA's simple online survey. MSBA Phase I & II Training (virtual)	MSBA Leadership Conference and Phase Trainings. Minneapolis.	1) MSBA Officer Training (Chair, Vice Chair, Clerk)	COSSBA Conference held in March for 2026		Work Session: set 3-4 goals for the coming year (prior to sup eval closed session). Goals aligned to Strategic Plan.	Board meeting: review and establish board goals.						
Sup evaluation		Retreat: Vice chair leads review sup eval tool and final sup goals in preparation for the upcoming eval cycle		Work Session: Update sup eval tool.		Placeholder: Superintendent Mid-Year Evaluation Closed Session	Superintendent Mid-Year Evaluation Closed Session (if not held in December)	Executive Assistant creates two documents: one for the superintendent self evaluation and one for the board evaluation. At the end of February, the self evaluation is sent to the superintendent to complete.	The superintendent's self-evaluation is sent to the vice chair by March 31.	BOE completes individual assessments. Facilitated by vice chair. BOE submits sup eval to vice chair for compilation. Individual board members compile short list of proposed goals for the coming year. Goals aligned to Strategic Plan.	Closed session: review eval together w sup and set sup goals for the coming year (might be two separate meetings). Sup goals set after board sets its own goals.	Board meeting: BOE presents public statement, and posts public statement in BoardBook. Proof of sup eval and topline results (signed by sup and Chair) are placed in sup's HR file. Then, board and sup create and share sup goals for next year.						
Budget	Annual audit work begins	Weekly enrollment management	Certify Local Levy		Fall Enrollment Report to board. Receive and approve audit FY25	Work Session Placeholder: Initial discussion around enrollment projections (December or January) 1) Truth in Taxation hearing. 2) Report on FY27 Preliminary Current Reality a) Present timeline, process, and overview publicly (including dates for site, staff, student, and community input.) b) Open online input form with clear end-date for submission and c) clear end-date identified for final BOE budget discussion.	1) Board Approval of Revised FY26 Budget (second mtg) Budget input form open to public	First Meeting of the month Work Session to review FY26 Budget: Present Current Reality and Parameters. Initial Feedback, Budget Scenarios and Timeline Second Meeting Placeholder: 1) Report on FY27 Budget Preliminary Investments 2) Achievement and Integration Budget and 3) Worksession to discuss FY27 Budget Preliminary Investments (Online input form is closed.)	Work Session Placeholder: Review FY27 Preliminary Budget. Placeholder: 2nd Meeting of Board: Board meeting to present final adjustments by department based on input. or/have a report on the FY27 Preliminary Budget Recommendations e.g. (Mgmt): final planning sessions among leadership, dept heads, and principals based on staff, community, BOE feedback. Placeholder: ProPay Closed Session	Placeholder: First Meeting: Final Budget Adjustments Work Session Placeholder: First Meeting: Work Session for FY27 Budget Discussion and Resolutions for Staff Adjustments and Second Meeting FY27 Budget Feedback Report During this month School and Community Feedback meetings held for staff and families. Report Internal: HR notifications of staffing adjustments Placeholder: ProPay Closed Session	Work Session Placeholder (e.g. Legislative Impacts on budget)	First Meeting Placeholder: Report on FY27 Adopted Budget and Work Session to hold final discussion on FY27 Budget. Second Meeting: Deadline to Approve FY27 Budget and if needed, Establish FY26 Committed Fund Balance						
Board Priorities		Board meeting: Approve Board Priorities for the coming year										Placeholder: Work Session: Review HR research into board priorities. Discuss initial list of proposed board priorities	Work Session: review final list of priorities.					
Onboarding New Board Members (as needed)		MSBA Summer Seminar.	Superintendent meets with school board candidates, with option to add a panel of three board members who are not up for reelection.		Assign mentor to new board members.	Mentor and sup begin onboarding process, once oath of office is signed. Monthly 1:1 meetings through the following December. Mentor and sup review Board Planning Document with new board members.	MSBA Leadership Conference. Phase I & II Trainings											
Policy		Monthly committee meetings to edit and review existing policy, as well as to add new policy. Monthly review meetings between policy committee chair and superintendent.																
Legislative		Self Nominate for the MSBA Delegate Assembly Review SCALE Legislative Priorities and provide feedback.			Legislative Committee develops BOE legislative platform and calendar of events based on State Bonding vs State Funding cycles. Identifies Federal advocacy goals. MSBA Pre-Delegate Assembly Release of local educational advocacy legislative priorities.	Legislative Committee presents BOE legislative platform in retreat setting to full BOE for input. At regular meeting, the final legislative platform is presented as a report. Legislative Forum MSBA Delegate Assembly Placeholder: Invitation to legislatures (as needed).	Advocacy calendar of events begins. Placeholder: Invitation to legislatures (as needed).		MSBA and AMSD Advocacy Days at the Capitol.		Advocacy efforts end.							

	July	August	September	October	November	December	January	February	March	April	May	June					
Election	Post Candidate Filing on website (even years)	Candidate Filing (even years)	Information Session for Board candidates (even years)		General Election (even years) Board meeting to canvass election (even years) Issue certificates of election. (even years)	Adopt a resolution combining precincts	Elected Board members start on the First Monday in January (odd years). Ceremonial Oath of Office in January (odd years) Transition Planning & Notifications to collaborative organizations (Chamber, 917, Foundation 191 etc)					Odd years or when needed: Adopt a resolution calling the election					
Student Performance and Achievement Committee			Strategic Roadmap Overview Report	Kindergarten Literacy and Achievement & Integration Report			Literacy Updates		Addressing Disparities: Academic, Multilingual, Discipline/Exclusion	College and Career Readiness Graduation Rates	Annual Innovation Report	Read Well / READ Act Implementation Voices: Staff, Parent, Student					
Annual Events		Night to Unite Review the Board Planning Document in a Work Session	Burnsville Festival and Fire Muster Gate Greeters and Parade	Read for the Record Burnsville High School Hall of Fame			Reorganize the Board Board committee assignments Board Transition Details - emails, contact info, web updates etc	Committees commence Activities during "I Love to Read" month		Community of Excellence Awards	Employment Retirement Celebration Native American Feather Ceremony and SOTR Powwow Foundation 191 Scholarships AVID	Graduation Celebrations: BEST BAHS BHS ABE Dan Patch Days Parade					
READ Act Updates		Preliminary report to the board										Summary report to the board					
Negotiations State CBU Statutes, Guiding Values, Directions/Principles and sample proposal from most recent negotiations, District Negotiations, Site Link			Bargaining Units begin to contact the district to begin negotiations process.					Placeholder for odd years: Board Receives Report on FY27 Budget Assumptions and parameter options	Placeholder on Meetings for Odd Years: Negotiations Strategy		Antipated notification from Collective Bargaining Units to begin negotiations						
Joint Meetings/Sessions w/ Local Authorities	Security meetings held with the local police and fire departments held every 3-4 years or as needed.																
		Joint Meetings with the City of Burnsville are held every 1-2 years.															
	Notes:																
	1. Placeholder term means that the related item may have some flexibility in when they are addressed by the board.																

A Goals- and Standards-Based Superintendent Evaluation

A Resource for School Board Members
and Superintendents



MASA

Minnesota Association of School Administrators

Goals- and Standards-Based Superintendent Evaluation

A Resource for School Board Members and Superintendents

Minnesota School Boards Association
Minnesota Association of School Administrators

INTRODUCTION

This guide, along with the supporting resources, is designed to help school board members and superintendents implement an effective, meaningful superintendent evaluation process that is focused on improving student achievement.

The resources referenced in this document were developed jointly by staff of the Minnesota School Boards Association (MSBA) and staff and officers of the Minnesota Association of School Administrators (MASA).

The basis for all resources are the Program Requirements for All Administrative Licenses, Subparts “1” and “2” ([Minnesota Rules 3512.0510](#)).

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PREFACE

Effective school boards recognize that hiring the right superintendents to lead and manage the school districts they serve is one of their most important duties. Delegating authority and holding the superintendent accountable are vital. Effective school boards also know that they have a duty to themselves and their communities to determine whether the authority delegated to the superintendents is being used as intended. As a result, evaluating the superintendent's performance should be a major focus of the school board and, by extension, the superintendent.

The Superintendent Evaluation: A Resource for School Board Members and Superintendents (Resource) is divided into three parts as outlined in the Table of Contents. Part 1 provides basic information to help school board-superintendent teams gain knowledge of evaluation principles and holding a closed meeting for superintendent evaluation. Part 2 provides a three-step process for establishing an evaluation that includes both performance goals and standards of performance and information about holding the mid-year and end-of-year evaluations. Part 3 includes examples of evidence of superintendent performance (such as documents, communications, etc.), sample evaluation forms, and a copy of Minnesota Rules 3512.0510.

The information in this Resource provides a framework for effective superintendent evaluations. School board and superintendent teams may choose to focus on establishing a goals-based evaluation; others may choose to develop a hybrid that includes a limited number of performance goals and standards of performance; others may choose a different model or opt to continue using the tool(s) and processes they are currently using. Whichever option the school board-superintendent team selects, the most important consideration is to commit to holding at least an annual evaluation of the superintendent's performance.

Before beginning to read the content of this Resource, two terms used throughout this document should be explained. From this point, the phrase, "performance standard," is a written criteria against which a superintendent's work is assessed to determine growth and/or functioning. While the superintendent's job description lays out what must be done, performance standards provide the superintendent with specific expectations for each job duty. The phrase, "performance goal," is a statement that describes the desired outcome(s) of the superintendent's work. Performance goals are job specific, measurable, and should support the school district's mission, vision, and beliefs.

Finally, training for both the school board and superintendent is suggested prior to implementing the tool.

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OVERVIEW OF PART 1

Part 1: Evaluation Overview

1. Evaluation Overview
 - Reasons to Evaluate the Superintendent
 - Components of a Comprehensive Superintendent Evaluation
 - How to Evaluate Objectively and Fairly
2. Timeline for Superintendent Evaluation
3. Closed Meeting for Superintendent Evaluation
4. Superintendent Job Description

1. Reasons to Evaluate the Superintendent

Evaluation of a superintendent's performance is one of a school board's most important responsibilities. A school board's evaluation of its superintendent is an inherent managerial right unless negotiated away.

Wise school boards avoid limiting the school board's inherent managerial rights in the superintendent's employment contract. Each school board member should review the superintendent's employment contract to determine the evaluation-related provisions, if any, that may be included.

Done correctly, an evaluation is a useful governance tool that helps drive school improvement. In fact, a high-quality evaluation process enhances positive school board-superintendent relationships, improves communication, clarifies leadership roles, creates common understandings, and provides a mechanism for satisfying the public's desire for accountability.

DO	DON'T
Collaborate with the superintendent on expectations, process, and timeline	DON'T expect either the school board or the superintendent to manage the evaluation alone
Develop an effective process for the <i>entire</i> school board to engage in the evaluation	DON'T appoint a school board committee or a single school board member to conduct the evaluation
Develop agreed-upon ratings along with written commentary, feedback, and recommendations to the superintendent	DON'T provide only the agreed-upon ratings
Compile one final evaluation summary so that the school board speaks with one voice	DON'T prepare separate, individual evaluations from each school board member
Allow time for the school board to discuss the results and for the superintendent to give input and respond to the evaluation	DON'T conduct the evaluation as a one-way communication from the school board to the superintendent

2. Elements of a Comprehensive Superintendent Evaluation

Principle	Rationale
Provide opportunities for personal and professional development	Successful evaluation processes must address the whole person and be oriented toward continuous improvement
Focus on improving performance (not proving incompetence)	An effective evaluation process is based on providing feedback for growth, not on finding shortcomings. A school board may use evaluation for the purpose of termination, but doing so should not be the focus or priority
Provide legal, realistic, accurate, useful, and measurable criteria that reflect the competencies in Minnesota Rules 3512.0510	Evaluation criteria should incorporate these qualities
Create an ongoing process connected to school district and school improvement goals and/or performance standards	Evaluation is a process, not a once-a-year conversation; it must be embedded in the school district's goals and plans
Connect the school district's goals with the community's vision for its schools	Goals must reflect the community's hopes for its public schools and students
Link evaluation to academic, social, and emotional growth of all school district students	Accountability should include multiple measures of student learning
Recognize the importance of superintendent leadership to facilitate a better quality of life for all inside the school community and in the community at large	The superintendent's work must be concerned with shaping the community's future and having a positive effect upon people's lives

While every evaluation process includes some subjectivity, effective tools and procedures will make the process more objective. The components below will help create a quality evaluation process.

Documentation

An evaluation is more than a checklist: deciding whether expectations are met requires careful consideration of documented evidence. School board members and the superintendent should work together to reach consensus on the evidence to be used, keeping in mind that school districts already produce a variety of annual reports, curriculum studies, budget printouts, contracts, meeting minutes, and more—all of which may be used to document a superintendent’s progress and accomplishments related to established goals and/or performance standards.

Criteria and Ratings

An effective evaluation requires that school board members rate performance by using criteria that are mutually agreed upon, understandable, realistic, and measurable.

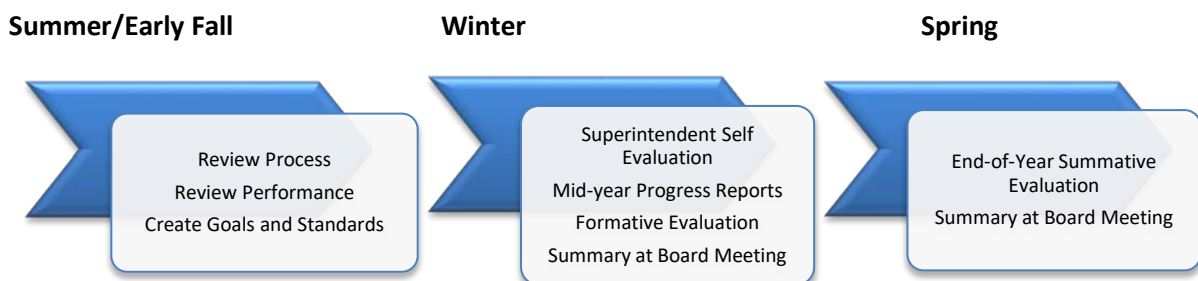
Written Comments

Written comments offer school board members the opportunity to provide specific constructive praise and criticism. They provide the superintendent with useful information that can be used for continuous improvement.

Evaluation Conferences

Face-to-face meetings between a school board and its superintendent are useful to (a) discuss evaluation criteria; (b) establish goals and select performance standards; (c) determine the evaluation instrument, rating scale, and process; and (d) present supporting evidence and discuss the results of the school board’s mid-year formative and year-end summative evaluations.

School boards must comply with Minnesota’s Open Meeting Law ([Minnesota Statutes Chapter 13D](#)), the Minnesota Government Data Practices Act (MGDPA) ([Minnesota Statutes Chapter 13](#)), and other privacy laws. MSBA/MASA Model Policies 205 and 206, MSBA Service Manual Chapter 13 and Law Bulletins C and I, and the Minnesota Office of the Revisor of Statutes offer additional guidance. Please also see *Closed Meeting for Superintendent Evaluation* on page 7.



Summer/Early Fall

- School board and superintendent **review** job description, the evaluation process, form(s), and timelines.
- **Identify acceptable supporting documents**, information, evidence, and data to be used to measure performance.
- School board and superintendent **create goals and/or identify standards** based on school district priorities and that are measurable and achievable in twelve months. If no agreement can be reached, the school board's determination prevails as it is the superintendent's employer.

Winter

- During a school board meeting, the school board chair and superintendent **review evaluation process and forms** with new school board members. Private data may not be shared with new school board members until after they officially take office.
- Superintendent may complete a **self-evaluation**, with supporting documents, to be provided to the school board. The data used to create a self-evaluation is the superintendent's sole property and is shared with the school board only if the superintendent chooses to do so.
- Superintendent makes **mid-year progress reports** to the school board related to the goals and standards.
- Prior to the superintendent's **mid-year formative evaluation**, each school board member receives the mid-year evaluation form, including the evaluation criteria (goals and standards).

A formative evaluation may include informal or formal assessment of current practice and should offer feedback suited to improve future performance.

- School board members **prepare to discuss the superintendent's performance** for each goal and/or standard. The school board may request an opportunity to prepare without the superintendent's presence, but the school board cannot exclude the superintendent.

- At the **formative evaluation meeting**, the school board chair leads the school board's review of the superintendent's performance. The school board may close the meeting unless the superintendent requests that the meeting be open. The school board should require that this request be in writing.
 - The school board members share assessments of the superintendent's formative evaluation performance.
 - The superintendent may offer clarification and/or progress reports on goals and/or standards.
 - The school board seeks to reach consensus on the evaluation. The school board chair completes the evaluation form during the evaluation meeting.
- At the next open meeting, the school board **summarizes its conclusions** regarding the formative evaluation, in compliance with Minnesota's Open Meeting Law.
- The **formative evaluation is attached to the summative evaluation** when it is completed. Both documents are placed in the superintendent's personnel file.

Spring

- Each school board member **receives the end-of-year summative evaluation form** and the evaluation criteria.
- The school board members **prepare to discuss the superintendent's performance** on each goal and/or standard. The school board may request an opportunity to prepare for the summative evaluation without the superintendent's presence, but the school board cannot exclude the superintendent.
- At the **evaluation meeting**, the school board chair leads the school board's review of the superintendent's performance. The school board may close the meeting unless the superintendent requests that the meeting be open. The school board should require that this request be in writing.
 - The school board members share their assessments of the superintendent's summative evaluation performance.

A summative evaluation is a formal evaluation that is based on all evidence collected throughout the evaluation process. The superintendent receives an overall performance rating and the evaluation is placed in the superintendent's personnel file.

- The superintendent may provide clarification and/or progress reports on the goals and/or standards.
- The school board seeks to reach consensus on the evaluation. The school board chair completes the evaluation form during the evaluation meeting.

- At the next open meeting, the school board **summarizes its conclusions** regarding the summative evaluation, in compliance with Minnesota’s Open Meeting Law.
- The **final written summative evaluation form** is placed in the superintendent’s personnel file.

5. Closed Meeting for Superintendent Evaluation

A school board may evaluate the superintendent’s performance in a closed meeting. The following steps must be taken:

- a) The school board **provides proper notice** to hold a meeting to evaluate the superintendent
- b) The school board **meets in open session** pursuant to the notice.
- c) A school board member **moves to close the meeting** for the purpose of evaluating the superintendent. This motion must be seconded and a majority vote of the school board members present must support the motion before the school board moves into closed session.
 - **NOTE:** If the superintendent requests that the evaluation meeting be open, the school board cannot meet in closed session. The evaluation must then be conducted in open session.
 - **NOTE:** the superintendent has the right to attend the closed meeting.
- d) The school board **proceeds to the closed meeting** to evaluate the superintendent.
- e) After the school board completes its closed meeting, it must **return to open session**. The school board can proceed with the open meeting or it can move to adjourn.
- f) The school board chair **prepares a summary** of the school board’s conclusions regarding the superintendent’s evaluation. The summary must summarize each specific, salient point of the evaluation and be more detailed than a statement that strengths and weaknesses or areas of growth were identified. The summary must give enough information so that a reasonable person would know what occurred without disclosure of private data.

The summary should include:

- The closed meeting date;
 - The names of attendees;
 - The performance areas that were reviewed, including
 - Whether expectations were met
 - Areas of strength
 - A summary statement of each goal
 - Areas of concern, if any (do not include specific personnel data that led to the concern)
- g) **At its next open meeting**, the school board provides the summary of its conclusions regarding the superintendent’s evaluation. The ‘next open meeting’ applies regardless of the type of meeting (such as a regular meeting, special meeting, work session, work study, etc.). If the next meeting is a special meeting, the school board should ensure that the special meeting notice includes the superintendent evaluation summary in the purpose of the special meeting notice and on the special meeting agenda.

The written summary should be read aloud at the meeting. Copies of the written summary should be given to the school board members at the meeting. A copy must be available at the open meeting for the public to review. The summary should be reflected in the meeting minutes.

6. Superintendent Job Description

To be effective, a superintendent must focus on meeting the regular, ongoing responsibilities that make the school district function effectively and efficiently. The superintendent must have a clearly defined job description to ensure that the school board and superintendent share a common understanding of roles and ongoing responsibilities.

The job description should be grounded in the competencies identified in Minnesota Rules 3512.0510, address the school district's specific needs, and be revisited regularly to ensure that the description accurately describes the full scope of the superintendent's roles and responsibilities. The job description must be consistent with the school board's vision, mission, and goals.

Sample Superintendent Job Description

General Position Description

The superintendent is the chief executive officer of the school district, an advisor to the school board and is directly accountable to the school board.

The superintendent is responsible for guiding and directing all school district operations and activities and for informing the school board of all needs related to the school district's current and future operations. The superintendent shall recommend policies to the school board and shall be responsible for implementing, interpreting, and executing policies that the school board has adopted.

Specific Duties

The superintendent shall

- Provide leadership for educational programs, staff development programs, and curriculum development to provide all the school district's students the best possible learning opportunity and environment;
- Inform and advise the school board about programs, practices, and problems and keep the school board informed of the activities operating under the school board's authority;
- Explain the school district's educational needs to the school board, recommend necessary new and/or revised policies and staffing changes for school board action;
- Serve as a liaison between the school district and the community; respond to concerns of parents, students, residents, and staff to increase understanding of policies and practices and to keep them informed of and involved in school district activities;
- Oversee school district financial operations and prepare, present, and recommend a budget;
- Communicate employee proposals to the school board, recommend adjustments to employee policies and salary structures as appropriate, and manage all employee contracts and policies;
- Develop and maintain a comprehensive strategic planning process, which includes short- and long-term planning and development of school district and instructional goals;

- Establish and maintain working relationships with agencies and organizations outside the school district to promote the school district's best interests through contact with legislators, local government leaders, other superintendents, businesses, and others.
- Maintain and improve effective school board-superintendent relationships by participating in joint seminars and training sessions;
- Delegate responsibility and authority to school district employees as appropriate and define the authority and responsibilities of and effectively evaluate middle managers;
- Complete all required state and federal reports in a timely manner; and
- Assume ultimate responsibility for all aspects of the school district's operation.

OVERVIEW OF PART 2

Part 2: Developing a Goals- and Standards-based Evaluation and Process

1. Establish goals and selecting standards
 - Standard 1: Governance Team
 - Standard 2: School District Finances
 - Standard 3: Communication and Community Relations
 - Standard 4: School District Operations
 - Standard 5: Human Resources
 - Standard 6: Teaching and Learning
 - Standard 7: Student Support
 - Standard 8: Ethical and Inclusive Leadership
2. Schedule and hold a mid-year evaluation
 - Preparing for the mid-year and end-of-year evaluation meetings
3. Schedule and hold an end-of-year summative evaluation meeting
 - Tips for Conducting a Fair and Objective Evaluation Meeting

Planning is essential to developing an effective goals- and standards-based evaluation. A goal establishes shared expectations for the superintendent's individual job performance. Standards focus on objectives the school district is directed toward. Goals- and standards-based evaluations are important because they help communicate expectations to the superintendent regarding individual improvement and district-level aspirations.

To set goals and standards, the school board must decide how the superintendent should spend the bulk of his or her time to help the school district meet its strategic priorities and goals. The school board and superintendent team must decide the areas that are most in need of the superintendent's attention.

The school board and superintendent are encouraged to develop the evaluation criteria and processes that meet their school district's needs. A hybrid approach that includes a limited number of performance goals and standards may be most helpful to the school board and superintendent. The process of setting performance goals, selecting the standards, and conducting the evaluation can be divided into three steps:

Step 1: Establish goals and standards

Step 2: Schedule and hold a mid-year formative evaluation meeting

Step 3: Schedule and hold an end-of-year summative evaluation meeting

Each step of the process is outlined below.

Step 1: Establish Goals and Select Standards

The school board and superintendent establish two or three district-focused goals and one or two professional development goals for the superintendent. The goals should be clearly aimed at improving student learning, the climate for student learning, and other specific areas of operational oversight. The goals detail expectations for the superintendent to accomplish during the next twelve months, understanding that circumstances may necessitate modifications during the year. [Minnesota Rules 3512.0510](#), which can be helpful in setting superintendent goals, can be found beginning on page A-10.

When possible, measurable progress indicators (the evidence the school board expects to receive from the superintendent for use in determining whether the goals have been accomplished) should be mutually agreed upon by the school board and superintendent. Each measurable progress indicator should be clear, understood by both the school board and superintendent, and recorded under the goal. The sample document found on page A-1 details two possible superintendent goals and evidence associated with each goal.

Once the goals have been selected and the relevant evidence is identified, the school board and superintendent work together to identify standards to be assessed based on the school district's strategic goals and priorities. Each standard includes specific elements that further define the superintendent's responsibilities within the standard. The level of performance is progressive in nature and moves from ineffective to highly effective.

Each standard will not be assessed annually. Each year, the parties will select two or three standard(s) and all or some of the elements within the selected standard(s). Lastly, a standard may support (an) established superintendent goal(s), school district goal(s), or a clearly defined operational or organizational area of focus. A list of eight possible standards and associated elements is provided below. A sample completed evaluation form that includes both goals- and standards-based criteria can be found beginning on page A-4.

Evidence of performance for each goal (measures and/or progress indicators for each goal) that the superintendent must provide should also be identified.

Standard	Elements
Governance Team	<ul style="list-style-type: none"> • Roles and Responsibilities • Goals and/or Strategic Plan • Policy Implementation • Information for Decision-Making • School Board Questions and Development
School District Finances	<ul style="list-style-type: none"> • Budget Development and Maintenance • Financial Statements • Financial Controls • Bond and Levy • Asset Protection
Communication and Community Relationships	<ul style="list-style-type: none"> • Relationship with the Community • Engagement • Informs the Community as a Whole • Advocacy • Media • Visibility and Approachability
School District Operations	<ul style="list-style-type: none"> • Facilities • Transportation • Food Service • Technology • Maintenance • Personnel
Human Resources	<ul style="list-style-type: none"> • Internal Communications • Personnel Concerns • Delegation of Duties • Visibility and Approachability • Hiring and Staff Development • Collective Bargaining and Union Relations • Evaluation
Teaching and Learning	<ul style="list-style-type: none"> • Staff Development • School Improvement • Curriculum and Instruction • Professional Knowledge of Teaching and Learning • Culture of Cooperation
Student Support	<ul style="list-style-type: none"> • Student Engagement and Feedback • Student Attendance • Support for Students • Student Discipline • Culture of Cooperation • School Safety and Security • Emotional Health and Social Needs

Ethical and Inclusive Leadership	<ul style="list-style-type: none">• Ethics and Professional Behavior• Interactions with Staff, Students, and Community• Professional Practice• Diverse Communities• Cultural Competency• Equity Plan Implementation
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Standard 1. Governance Team				
Element 1.a. Roles and Responsibilities				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Models adherence to school board and superintendent roles and responsibilities that have been established and articulated. Facilitates candid and respectful discussion of any issues that are unclear</i>	<i>Works with the school board to review and refine guidelines for effective school board and superintendent roles and responsibilities</i>	<i>Articulates and adheres to the roles and responsibilities of the school board and superintendent</i>	<i>Does not articulate or adhere to the roles and responsibilities of the school board and superintendent</i>	
Element 1.b. Goals and/or Strategic Plan				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Facilitates development of the school district's short- and long-term measurable goals and aligns available resources with school district's budget to accomplish goals</i>	<i>Facilitates development of the school district's short- and long-term goals and recommends necessary financial strategies to meet goals</i>	<i>Goals have been developed but no overall plan or alignment of resources exists</i>	<i>Goals are not developed.</i>	
Element 1.c. Policy Implementation				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Leads in determining school district needs and policy priorities; facilitates regular review and revision of school board policy and policy development process</i>	<i>Consults with school board when questions of policy interpretation arise; follows school board policy in decision-making</i>	<i>Occasionally acts without following school board policy</i>	<i>Does not follow or rely on school board policy. Uses personal discretion in decision-making</i>	
Element 1.d. Information for Decision-Making				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Collaborates with school board to review and improve value of information and guidance provided to the board for effective decision-making; ensures meeting materials are comprehensive, with adequate background information and possible action; offers thorough, timely, and prudent recommendations</i>	<i>Assists school board in understanding multiple perspectives surrounding issues as well as possible implications of decisions; provides meeting materials and background and historical perspectives; includes recommendations</i>	<i>Shares information with a few school board members for decision-making in a timely manner; provides incomplete meeting materials that do not include adequate background information or historical perspective</i>	<i>Does not provide timely information needed for effective school board decision-making; meeting materials are not readily available; members do not receive enough information regarding agenda or background information</i>	
Element 1.e. School Board Inquiries and Development				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Answers school board questions thoroughly to ensure understanding; actively and continuously encourages school board development by seeking and communicating school board development opportunities; creates, follows and annual reviews communication protocols</i>	<i>School board questions are addressed with follow-up to members most of the time. Provides members with information regarding school board development opportunities when they arise. Communication protocols exist and are followed most of the time</i>	<i>School board questions are answered, but not all members are apprised of relevant questions and answers. When asked, provides members with information about school board development. Communication protocols exist, but are rarely followed</i>	<i>School board questions are rarely answered. Does not promote school board development. No communication protocols exist</i>	

Standard 2. School District Finances				
Element 2.a. Budget Development and Maintenance				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Engages in timely budget planning and actions that consider current and long-range information and data; seeks balance to meet students' current and future needs and be fiscally responsible to community; distributes resources to meet immediate and long-range objectives</i>	<i>Engages in proactive budget actions that consider current information and data; seeks balance to meet the students' needs and be fiscally responsible to community; distributes resources in light of school district goals and immediate objectives</i>	<i>Budget development, resource allocations, and management is focused on meeting immediate needs and fiscal issues. Decisions are primarily reactive to current needs of the school district</i>	<i>Budget knowledge is limited. Budget is developed and managed without taking into consideration current needs of the school district. Resources are allocated without consideration of school district needs</i>	
Element 2.b. Financial Statements				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Provides constant flow of budgetary and/or financial information and discussion of ramifications of changes</i>	<i>Regularly reports to the school board concerning budget and financial status</i>	<i>Reports status of financial accounts as requested by school board</i>	<i>Does not report financial information to school board other than annual audit</i>	
Element 2.c. Financial Controls				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Promotes appropriate financial controls, including third-party audits and reconciliation of accounts; implements preventive measures to protect school district finances</i>	<i>Is current with general and state accounting procedures; maintains internal controls</i>	<i>Uses annual audit to reveal discrepancies; internal controls are inconsistent</i>	<i>Annual audit reveals areas in need of improvement; financial accounts are not in order</i>	
Element 2.d. Bond and Levy Campaigns				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Helps school board assure that levy and bond campaigns meet immediate fiscal needs and advance long-term school district goals and/or priorities</i>	<i>Helps school board develop community engagement strategies that build support for levies and bonds</i>	<i>Helps school board assure that levy and bond campaigns are conducted in legally correct and fiscally responsible manner</i>	<i>Does not provide school board with timely and helpful guidance on conducting levy and bond campaigns</i>	
Element 2.e. Asset Protection				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Protects school district's fiscal health by continually seeking efficiencies and identifying new sources of funding, such as grants and investment opportunities; follows school district policies and procedures to ensure funds and property are secure; bases recommendations and decisions on school district approved priorities and needs</i>	<i>Provides some oversight of school district resource allocations and decisions, including fiscal investments, grant funding opportunities, fixed assets, and external resources; usually follows policies; ensures alignment between school district assets and priorities to support improved instructions and other key goals</i>	<i>Provides limited oversight of school district resources, including fiscal investments, grant funding opportunities, and fixed assets; does not consistently follow policies; some alignment exists between school district assets and priorities</i>	<i>Does not provide oversight of school district resources, including fiscal investments, grant funding opportunities, and fixed assets; has not developed policies to guide asset-related decisions; makes fiscal decisions that do not align with school district priorities and/or are wasteful</i>	

Standard 3. Communication and Community Relationships				
Element 3.a. Relationships with the Community				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Builds and sustains productive relationships with public and private sectors, such as local law enforcement, MSBA, MASA, etc.</i>	<i>Creates relationships with public and private sectors</i>	<i>Reluctantly seeks some relationships with public or private sectors</i>	<i>Has no relationships with public and private sectors and shows no interest in pursuing partnerships</i>	
Element 3.b. Engagement				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Seeks out and provides opportunities for input from external groups and individuals; uses the input in decision-making process</i>	<i>Solicits input from select external groups and individuals</i>	<i>Very rarely seeks input from external groups and individuals</i>	<i>Demonstrates lack of regard for input and influence of external groups and individuals</i>	
Element 3.c. Informs the Community as a Whole				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Actively keeps community informed with appropriate, regular communication on variety of school district topics, issues, and/or concerns, allowing school board to meet its responsibilities</i>	<i>Keeps community members informed of school district issues and/or concerns as needed so school board may meet its responsibilities</i>	<i>Keeps only some community members informed of school district issues and/or concerns, limiting school board's ability to meet its responsibilities</i>	<i>Does not provide information community needs to understand school district issues and/or concerns, hindering school board's ability to meet its responsibilities</i>	
Element 3.d. Advocacy				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Works with school board and staff to build relationships with government officials to promote students' interests and influence appropriate responses to government actions</i>	<i>Assumes leadership role through numerous contacts with government officials to protect and promote students' interests</i>	<i>Engages with government officials to protect students' interests</i>	<i>Does not engage with city, township, county, state, and federal officials (government officials) to protect students' interests</i>	
Element 3.e. Media				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Actively engages media; maintains professionalism with media; seeks to promote school district in media and community</i>	<i>Is cooperative with media; seeks to promote school district in media</i>	<i>Passively and reluctantly communicates with media</i>	<i>Does not communicate with community</i>	
Element 3.f. Visibility and Approachability				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Is visible and approachable by members of the community; attends many and varied events</i>	<i>Is visible and approachable by community; attends some events.</i>	<i>Attends few events and is seldom approachable by community</i>	<i>Is neither visible nor approachable by community</i>	

Standard 4. School District Operations				
Element 4.a. Facilities				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Ensures facilities management plan is in place and includes current status of buildings and need to improve facilities in the future, with projected plan to secure funding</i>	<i>Ensures facilities management plan is in place and includes current status of buildings and need to improve facilities in the future</i>	<i>Discusses facilities needs internally, but no plan is created; addresses issues on an as-needed basis</i>	<i>Facilities management plan is not created; maintenance is performed only when absolutely needed</i>	
Element 4.b. Transportation*				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Ensures transportation department operates efficiently and effectively; has long-range plan for replacing school district vehicles as needed</i>	<i>Ensures transportation department operates efficiently and effectively most of the time; has long-range plan for replacing school district vehicles as needed</i>	<i>Transportation department operates on day-to-day basis without long-range plan for replacing school district vehicles as needed</i>	<i>Transportation department operates haphazardly without long-range plan for replacing school district vehicles as needed</i>	
Element 4.c. Food Service**				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Ensures food service operates efficiently and effectively and offers nutritious and appealing meals that meet or exceed government standards</i>	<i>Ensures food service operates efficiently and effectively most of the time and that meals meet government standards</i>	<i>Food service operates with a deficit; meals meet government standards</i>	<i>Food service operates with a deficit; meals do not meet government standards and are neither nutritious nor appealing</i>	
Element 4.d. Technology				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Is open to future needs and trends in technology; ensures technology plan is in place and includes long-range plan to replace and upgrade hardware, software, and infrastructure</i>	<i>Ensures technology plan in place with long-range plan to replace and upgrade hardware, software, and infrastructure</i>	<i>Technology plan in place, but no replacement plan for hardware, software, and infrastructure</i>	<i>No technology plan in place; no replacement plan for hardware, software, and infrastructure</i>	
Element 4.e. Maintenance***				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Ensures maintenance department operates efficiently and effectively and has a system for reporting and/or handling work orders in timely manner; schedule for maintenance is in place and is followed</i>	<i>Ensures maintenance department operates efficiently and effectively most of the time; most work orders are completed in timely manner</i>	<i>Maintenance department operates on day-to-day basis, with no system for reporting and/or handling work orders</i>	<i>Maintenance department operates haphazardly with no system for reporting and/or handling work orders</i>	
Element 4.f. Personnel				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Ensures sites are staffed appropriately; staff receive on-going professional development</i>	<i>Most sites are staffed appropriately; staff receive on-going professional development</i>	<i>Multiple sites lack appropriate number of staff; professional development is offered, but not consistently used</i>	<i>Staff level is inadequate across school district with no professional development offered, or, if offered, not utilized</i>	

** Note 4.b.: Safety is a concern regardless of whether the school district operates its own transportation services or contracts with an outside vendor.*

***Note 4.c.: Providing nutritious meals is important regardless of whether the school district operates its own food service or contracts with an outside vendor.*

****Note 4.e.: School district facilities and grounds management is important regardless of whether the school district operates its own maintenance programming or contracts with an outside vendor.*

Standard 5. Human Resources				
Element 5.a. Internal Communications				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Establishes system for keeping staff continually informed of important matters and allowing opportunities for regular input</i>	<i>Keeps staff informed of most important matters and seeks input annually</i>	<i>Inconsistently keeps staff informed of important matters</i>	<i>Lacks specific system to inform staff of important matters or fails to seek input</i>	
Element 5.b. Personnel Concerns				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Follows established comprehensive, proactive system with personnel matters; routinely discusses personnel policies</i>	<i>Uses policies and procedures to address personnel matters with consistency, fairness, discretion and impartiality</i>	<i>Establishes policies and procedures, but does not implement them consistently</i>	<i>Policies and procedures for handling personnel concerns in consistent manner are not in place; some situations may be handled with bias or inconsistency</i>	
Element 5.c. Delegation of Duties *				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Delegates responsibility to staff that will foster professional growth, leadership, and decision-making skills</i>	<i>Delegates responsibility to appropriate staff</i>	<i>Is reluctant to place much authority or decision-making with key staff</i>	<i>Tightly controls decisions made within administrative team</i>	
Element 5.d. Visibility and Approachability				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Is visible at variety of school events and approachable by staff; prioritizes regular visits to buildings and classrooms; consistently follows open door policies</i>	<i>Is visible and approachable by staff; visits buildings and/or classrooms</i>	<i>Seldom visits buildings; attends few building events and activities; is not approachable</i>	<i>Is neither visible nor approachable by staff; is isolated from staff</i>	
Element 5.e. Hiring and Staff Development				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Follows established plan for recruiting, hiring, supporting, inducting, developing, and retaining staff while keeping students' interests in mind</i>	<i>Follows established plan for recruiting, hiring, supporting, inducting, developing, and retaining staff</i>	<i>Plan exists for recruiting, hiring, supporting, inducting, developing, and retaining staff, but is not used consistently</i>	<i>No plan exists for recruiting, hiring, supporting, inducting, developing, and retaining staff</i>	
Element 5.f. Collective Bargaining**				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Assists school board in preparing for and conducting negotiations</i>	<i>Is proactive in preparing for collective bargaining by sharing appropriate information</i>	<i>Accepts that collective bargaining is necessary and may be challenging</i>	<i>Does not seek to understand and/or improve collective bargaining</i>	
Element 5.g. Evaluation				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Puts in place appropriate performance evaluation systems; assures school district staff are evaluated at least annually; completes required evaluations; ensures necessary development plans are in place and that evaluations are consistent across school district</i>	<i>Assures most staff are evaluated annually and that evaluations are completed in a timely manner; some needed individualized staff improvement plans not developed</i>	<i>Assures evaluations are completed, but are consistent or not in compliance with state law</i>	<i>No performance evaluation system in place; evaluations not completed as required by state law</i>	

*Note 5.c.: School district finances and structures impact staffing levels and administrative oversight and responsibilities.

**Note 5.f.: School district-related negotiations processes vary based on negotiations philosophy, approach, and models used.

Standard 6. Teaching and Learning				
Element 6.a. Staff Development				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Ensures comprehensive staff development plan exists and aligns with school district and school specific goals and complies with law; assures staff development programs fit school district-specific plan, goals, and priorities and focus on increasing student achievement</i>	<i>Ensures staff development plan exists and is followed most of the time; assures staff development programs are based upon available opportunities targeted toward staff growth and increasing student achievement</i>	<i>A staff development plan in place, but not consistently followed; staff development programs are based upon available opportunities</i>	<i>No comprehensive school district staff development plan; staff development not consistently provided; staff are left responsible for their improvement</i>	
Element 6.b. School Improvement				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Ensures school improvement plans are in place at all buildings and align with school district-wide goals; assures plans and strategies are in place and used for implementing improvement efforts and monitoring progress</i>	<i>Ensures school improvement plans are in place at all buildings and align with school district-wide goals</i>	<i>School improvement plans are in place at building level, but lack school district-wide coordination</i>	<i>School improvement efforts are limited; no comprehensive plan in place</i>	
Element 6.c. Curriculum and Instruction				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Ensures curriculum is in place, aligned across grade levels, and complies with state standards; assures instructional practices are differentiated and personalized to student needs and that technology enhances teaching and learning</i>	<i>Ensures curriculum meets the state standards; strives to accommodate diverse learning styles, needs, and levels of readiness; makes some effort to incorporate technology into learning</i>	<i>Allows teachers to define their own curriculum; little coordination exists; encourages teachers to enhance instructional skills and embrace technology, but no comprehensive program is in place</i>	<i>Curriculum is not a priority and/or is inconsistent across grade levels; little to no focus on instruction exists; Technology not utilized in classroom instruction</i>	
Element 6.d. Professional Knowledge of Teaching and Learning				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Demonstrates knowledge and comfort with current instructional programs; seeks to communicate how the school district is implementing best practices; participates actively in professional groups for the school district's benefit</i>	<i>Demonstrates knowledge of current instructional programs and is able to discuss them; seeks to learn and improve upon personal and professional abilities</i>	<i>Is somewhat knowledgeable of current instructional programs; relies on others for information/data</i>	<i>Is uninvolved in current instructional programs; is unaware of current instructional issues</i>	
Element 6.e. Culture of Cooperation				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Develops and supports open, productive, caring, and trusting relationships among staff</i>	<i>Encourages open, productive, caring, and trusting environment among staff</i>	<i>Haphazardly supports open, productive, caring, and trusting environment among staff</i>	<i>Culture of trust does not exist</i>	

Standard 7. Student Support				
Element 7.a. Student Engagement and Feedback				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Empowers staff to cultivate and reinforce student engagement in school; student conduct is positive; actively seeks student input and creates methods for students to be actively involved in setting school district-wide goals</i>	<i>Asks staff to foster and reinforce student engagement in school; most student conduct is positive; readily accepts student input and engages students in school district-wide goal setting</i>	<i>Ensures staff encourage and reinforce student engagement in school; some students engage in positive conduct; accepts student input, but does not seek it</i>	<i>Staff do not foster or reinforce student engagement; positive student conduct does not exist; does not accept student input or feedback</i>	
Element 7.b. Student Attendance				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Prioritizes student attendance; addresses individual student attendance problems early and supports are in place; assures attendance rates are maintained at a high level</i>	<i>Focuses on attendance; plans and interventions to address chronic attendance problems exist, but are not consistently implemented; attendance rates are improving</i>	<i>Attendance is not an area of focus; no plan exists to address attendance; attendance rates fluctuate</i>	<i>Attendance is not addressed as a policy issue; no plan to address attendance exists; attendance rates are decreasing</i>	
Element 7.c. Support for Students				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Provides systems of academics, supports, services, extracurricular activities, and accommodations to meet range of students' learning needs; ensures coordination and alignment of supports; maintains safe, caring, healthy, respectful, and inclusive learning environment for students</i>	<i>Provides systems of academics, supports, services, extracurricular activities, and accommodations to meet most students' range of learning needs; coordination and alignment could be improved; trusting, safe, inclusive, and respectful school environment exists</i>	<i>Academics, supports, services, extracurricular activities, and accommodations to meet some students' range of learning needs; trusting, safe, inclusive, and respectful school environment exists and is sustained for most students</i>	<i>Academics, supports, services, extracurricular activities, and accommodations are not available for students; trusting, safe, inclusive, and respectful school environment does not exist for many students</i>	
Element 7.d. Student Discipline				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Clearly defines expectations for student behavior and conduct; policies identify student behaviors subject to discipline; enforces violations of student discipline policy in even-handed manner; communicates expectations for student behavior to parents and students on regular basis</i>	<i>Defines expectations for student behavior and conduct; policies identify most behaviors subject to discipline; enforces violations of student discipline policy; communicates expectations for student behavior to parents and students, but not regularly</i>	<i>Defines expectations for some student behavior and conduct; policies specify some behaviors subject to discipline; does not enforce violations of student discipline policy for most students; provides some communication to parents and students</i>	<i>Does not clearly define expectations for student behavior; policies do not specify behaviors subject to discipline; does not consistently enforce violations of student discipline policy; communication not provided to parents and students</i>	
Element 7.e. Culture of Cooperation				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Develops and supports open, productive, caring, and trusting school culture among students</i>	<i>Encourages open, productive, caring, and trusting school culture among students</i>	<i>Haphazardly supports creation of open, productive, caring, and trusting school culture among all students</i>	<i>Trusting school climate does not exist</i>	

Element 7.f. School Safety and Security				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Ensures system-wide plan is developed and implemented to assure all school district buildings and grounds are safe and secure; collaborates with local law enforcement and fire prevention agencies; ensures use of effective crisis management strategies and techniques; monitors for effectiveness; ensures drills are conducted to ensure parties know roles and responsibilities</i>	<i>Ensures plan has been developed and implemented to assure school district buildings and grounds are safe and secure; collaborates with local law enforcement and practicing safety drills to ensure parties know responsibilities</i>	<i>Ensures plan has been developed to assure school district buildings and grounds are safe and secure, including some of the required safety drills</i>	<i>No plan has been developed to assure school district buildings and grounds are safe and secure</i>	
Element 7.g. Emotional Health and Social Needs				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Ensures system-wide plan has been developed and implemented to assure a healthy school and/or work environment; collaborates with local mental health and social services and agencies, if available, to provide services for students and/or staff; implements policies prohibiting bullying and harassment as intended and evaluates on ongoing basis</i>	<i>Ensures system-wide plan has been developed to assure a healthy school and/or work environment; collaborates with local services and agencies to provide social and emotional support options and services for students and/or staff; ensures policies prohibiting bullying and/or harassment have been developed and implemented</i>	<i>Plan has been developed to assure a healthy school learning and work environment; collaborates with local services to provide social and emotional support options and services for students and/or staff, but is not followed completely; policies prohibiting bullying and/or harassment policies have been developed</i>	<i>No plan developed to assure a healthy learning and/or work environment; no plan for social and emotional support options and services for students and/or staff exists; policies prohibiting bullying and/or harassment do not exist</i>	

Standard 8. Ethical and Inclusive Leadership				
Element 8.a. Ethics and Professional Behavior				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Demonstrates commitment to highest standards of ethical and professional behavior, including courage and integrity; creates climate in which employees are highly conscious of ethical and professional expectations and holds each other accountable; provides exemplary model that influences stakeholders to act with high degree of professionalism, respect, and trustworthiness</i>	<i>Consistently models highest standards of ethical and professional behavior, including courage and integrity; guides staff to articulate and reinforce high ethical and professional expectations for school district staff; solicits, engages, and interacts with stakeholders in professional, respectful, and trustworthy manner</i>	<i>Follows acceptable standards of ethical and professional behavior; articulates expectations for ethical and professional behavior by staff and with stakeholders in professional, respectful, and trustworthy manner</i>	<i>Does not comply with standards of ethical and professional behavior; does not articulate expectations or monitor compliance for ethical and professional behavior in the school district; does not interact with others in professional, respectful, and trustworthy manner</i>	
Element 8.b. Interactions with Staff, Students, and Community				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Assures that school district procedures and practices are systematically reviewed and revised to reflect fairness and respect for human dignity for members of school community; builds relationships with union and non-affiliated employee groups through trust and sharing appropriate information</i>	<i>Guides staff to examine school district procedures and practices for adherence to principles of fairness and human dignity; manages dynamics of union relationships</i>	<i>Frequently examines school district procedures and practices for adherence to principles of fairness and human dignity; works to make the best of union relationships</i>	<i>Does not examine school district procedures and practices for adherence to principles of fairness and human dignity; is unable to work with union leadership; does not work to improve relationships</i>	
Element 8.c. Professional Practice				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Demonstrates high level of self-awareness of and commitment to improve upon professional practice</i>	<i>Demonstrates self-awareness and need for improved professional practice</i>	<i>Has awareness of need to improve on professional practice</i>	<i>Does not demonstrate awareness of need to improve professional practice.</i>	
Element 8.d. Diverse Communities				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Fosters formal and informal partnerships with diverse groups to support mutual goals.</i>	<i>Develops strategies to help staff and the school board become familiar with views and characteristics of diverse groups in the community</i>	<i>Becomes familiar with views and characteristics of diverse groups within the community</i>	<i>Does not recognize or respond to the existence of diverse groups in the community</i>	
Element 8.e. Cultural Competency				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Engages stakeholders to develop a school district-wide welcoming culture that honors the values, beliefs, norms, and traditions of diverse groups and integrates diverse representation into school and school district decision making</i>	<i>Develops strategies to help staff capitalize on assets that students from diverse cultural, ethnic, racial, and economic backgrounds bring to the classroom</i>	<i>Assures that staff has necessary cultural competence to respond to students' needs</i>	<i>Does not use strategies that recognize and capitalize on community's diversity</i>	

Element 8.f. Equity Plan Implementation				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Ensures a coordinated, system-wide plan to achieve equity for all students and staff has been developed and implemented, including strategies for meaningful engagement of students and staff from diverse communities and backgrounds, strategies for recruiting diverse staff, closing the achievement gap, and providing staff development; monitors plan is on ongoing manner</i>	<i>Ensures a system-wide plan to achieve equity has been developed and implemented, including strategies for meaningful engagement of students and staff from diverse communities and backgrounds, targeted efforts to close achievement gap, and providing professional development</i>	<i>A plan to achieve equity has been developed, including strategies for meaningful engagement of students and staff from diverse communities and backgrounds</i>	<i>No plan to achieve equity has been developed</i>	

Step 2: Schedule and Hold a Mid-Year Evaluation

The school board determines the superintendent evaluation process and procedures, which must comply with Minnesota's [Open Meeting Law](#) (Minnesota Statutes Chapter 13D) and the [Minnesota Government Data Practices Act](#) (MGDPA) (Minnesota Statutes Chapter 13).*

Midway through the evaluation cycle, school board members should conduct a formative evaluation of the superintendent to assess the superintendent's progress toward the established goals and standards. The superintendent may choose to complete a self-evaluation. The school board and superintendent should note that superintendent evaluations may be conducted more often.

The school board's completed formative evaluation form should be placed in the superintendent's personnel file and later attached to the summative evaluation. Please see the sample superintendent evaluation timeline (page 5), the sample mid-year formative evaluation form (page A-5), and the sample superintendent self-evaluation form (page A-8).

Preparing for the Mid-Year and End-of-Year Evaluation Meetings

The process and procedures for preparing for and holding the mid-year and end-of-year evaluation meetings should be developed and documented well in advance to ensure the meetings run as smoothly as possible. One process a school board might follow is provided below.

- One month prior to the evaluation, the school board schedules a closed meeting in compliance with [M.S. 13D.05, Subd. 3\(a\)](#) for the purpose of discussing the superintendent's performance evaluation;
- One or two weeks prior to the closed evaluation meeting, the school board chair distributes the evaluation form to the other school board members for review and preparation prior to the evaluation meeting;
- During the evaluation meeting, the school board chair leads the discussion to help the school board reach a consensus on the superintendent performance. As they review each goal and standard, the school board members should note their ratings when appropriate and provide general comments on the superintendent's progress and/or growth;
- The school board chair writes the school board members' comments and ratings on the appropriate evaluation form. After the evaluation meeting, the form completed by the school board chair becomes the school board's overall mid-year or summative evaluation of the superintendent's performance. Once signed by the superintendent and school board chair, the completed form is placed in the superintendent's personnel file.
- The school board chair ensures that the school board complies with all of the requirements of [M.S. 13D.05, Subd. 3\(a\)](#).

**Note: When evaluating the superintendent's performance, school board members should be aware that any data that the school district collects is government data that may become the subject of a MGDPA request.*

At the end of the evaluation cycle, the school board should conduct a summative evaluation of the superintendent. The school board assigns ratings, along with supporting evidence, based on the superintendent's accomplishment of the school board-approved goals and standards. The superintendent's presentations to the school board throughout year, other evidence and data, and an ongoing discussion of the superintendent's progress toward the goals and standards will provide school board members with important information to support their evaluation.

The school board determines the superintendent evaluation process and procedures, which must comply with Minnesota's [Open Meeting Law](#) (Minnesota Statutes Chapter 13D) and the [Minnesota Government Data Practices Act](#) (Minnesota Statutes Chapter 13).^{*} Please see the sample superintendent evaluation timeline (page 5) and a sample end-of-year summative evaluation (page A-6).

School board members prepare for the summative evaluation meeting by reviewing the established goals and standards to determine whether progress was made and/or growth or achievement has occurred. Each school board member should prepare to share observations and ratings for each goal and standard assessed. The school board chair facilitates the discussion and invites the superintendent to provide additional clarification/progress reports, if any, the school district-focused goals and professional development goals for the superintendent.

When considering the rating to choose, school board members should keep the following brief descriptions in mind:

- **“Highly Effective”** – the superintendent's performance goes above and beyond proficiency to achieve an exceptionally high level. This rating is relatively rare.
- **“Effective”** – the superintendent's performance is fully satisfactory, meeting all expectations at a high level. The superintendent not only meets goals and carries out plans effectively, but also shows flexibility and creativity in adjusting to changed circumstances or unexpected roadblocks and can articulate the progress to date and future plans.
- **“Developing”** – the superintendent's performance demonstrates many of the characteristics associated with effective performance, although a few exceptions and inconsistencies may exist.
- **“Ineffective”** – the superintendent's behavior does not demonstrate the characteristics associated with effective performance. The superintendent may behave contrary to expectations or may fail to show positive behaviors desired. This rating is relatively rare.

Based on the discussion, the school board completes an overall end-of-year summative evaluation form and provides a summary of its conclusions at its next open school board meeting. The school board chair ensures that a copy of the summative evaluation is placed in the superintendent's personnel file.

Holding the evaluation meeting requires prior thought and tact. The school board has a responsibility to evaluate the superintendent's performance. Unfortunately, no evaluation process or instrument is completely objective and some subjectivity is to be expected. However, every evaluation process should foster a fair analysis of the superintendent's performance.

Tips for conducting the superintendent's evaluation include:

- Maintain a respectful, professional process
- Focus on standards and goals, not personality
- Identify strengths in performance on which the superintendent can build
- Address poor results with tact and constructive criticism
- Give recommendations for corrective action where needed
- Go beyond conclusion reporting; use a problem-solving focus
- Encourage a professional development plan
- Conclude the evaluation by outlining priority goals for the coming year

Part 3: Appendices

1. Evidence Examples

2. Goals and Standards Evaluation Forms/Examples
 - Sample Form 1 – Establish Goals and Standards
 - Sample Form 2 – Mid-Year Formative Evaluation
 - Sample Form 3 – School Board’s Final End-of-Year Summative Evaluation
 - Sample Form 4 – Final Performance Summary Sheet
 - Sample Form 5 – Superintendent Self-Evaluation Form (Optional)

A. Evidence Examples

The validity, reliability, and effectiveness of the evaluation instrument chosen will rely upon school board members’ use of evidence to rate the superintendent’s performance regardless of whether the performance evaluation is a goal or standard. Evidence helps to demonstrate performance of the superintendent and removes guess work and subjectivity from the evaluation. Data sources are those documents, communications, newspaper articles, agendas, etc., that provide evidence of the superintendent’s performance.

The data sources that serve as evidence of the superintendent’s performance should be selected at the beginning of the evaluation cycle and be mutually agreed on by the school board and superintendent. Data sources should be limited to only what is needed to inform rating the superintendent’s performance for a specific goal or standard. Excessive use of evidence clouds the evaluation process and wastes precious time and resources. The school board and superintendent should also establish when data sources are to be provided, i.e., as they originate, at designated checkpoints, during self-evaluation, etc.

The following list provides a sampling of data sources that may be used as evidence of performance. The list is by no means exhaustive, but it provides an overview of many commonly created and used data sources. Again, the board and superintendent should work together to select the data sources that best demonstrate the superintendent’s performance for each goal and/or standard to be assessed.

School District Policies, Plans, and Reports	Relevant Goal/Standard	Date Submitted
Administrative Calendar		
Affirmative Action Plan		
Auditor’s Report		
Community Education Annual Report		
Community Survey		
Crisis Management Plan		
Diversity Training/Awareness Plan		
ESSA Accountability Report		
Long-Range Facilities Management Plan		
Minnesota Report Card		
Minnesota Student Survey Results		
NAEP Data		
Needs Assessment		
Q-Comp Plan		
School Improvement Plan		
Staff Handbook		
Strategic Plan		
Student Handbook		
Wellness Report		
World’s Best Workforce Report		

School District Employees		
Background Check Verification		
Contract Negotiations Participation		
Grievances (number, reason, status)		
Hiring Process Documents		
Job Descriptions		
Instruction, Curriculum, and Assessment		
Instruction-focused Professional Development		
Presentations to Staff		
Professional Learning Communities		
Teacher Use of Student Data		
Students and Curriculum		
Bullying/Harassment Programs		
Celebrations of Student Achievement		
Character Education Program		
Curriculum and Instruction Audit		
Curriculum Team Meeting Agendas		
Enrollment Projections		
Equity Program Results		
Graduation Rates		
Open Houses		
Parent Classes		
Parent-Teacher Conferences		
Positive Behavior Supports		
Program Evaluation		
Registration Materials		
Student Achievement Data		
School District Finances		
Bids and Quotes		
Fund Management Policies and Procedures		
Grants Applied For/Received		
School District Budget		
Communications and Community		
Civic Group and Stakeholder Presentations		
Community Meeting Agendas/Minutes		
Community Partnerships		
Outreach Programs		
Parent Communications		
Relationship Building Efforts		
School District Communication Plan		
School District Earned Media		
School District Social Media Plan and Presence		
Superintendent Participation in Community Organizations		
Superintendent Professional Memberships		
Website Development, Maintenance, and Usage		

School Board and Administration		
Administrative Team Meeting Agendas/Minutes		
New School Board Member Orientation Program		
Policies and Administrative Procedures		
Recommendations to the School Board		
School Board and Administrative Goals		
School Board Meeting Agendas		
School Improvement Advisory Committee Minutes		
Workshops and Training Programs		

B. Evaluation-Related Forms

A school board and superintendent should collaborate to develop evaluation forms.

Below, five sample forms are provided. The content in each sample form illustrates the nature and extent of the content that might be provided. Your school district may choose to adopt one of these options or create its own evaluation forms.

Form 1: Establish Goals and Standards

The goals for the superintendent are set forth, together with the evidence to be provided to establish the superintendent's performance of the goal. The evaluation scale that the Governance Team will use to evaluate the superintendent's performance is included.

Form 2: Mid-Year Formative Evaluation Form

The superintendent's goals and the standards are stated and evidence of progress or growth to date is described. The school board then provides overall comments.

Form 3: School Board's Final End-of-Year Summative Evaluation

The superintendent's goals, which appear on Form 1, are set forth. The school board completes the evaluation scale for each goal and standard and, in addition, states an overall rating for the combined goals and standards. Qualitative guidance is included regarding the goals and standards. The superintendent is provided an opportunity to offer comments.

Form 4: School Board's Summary of its Conclusions

The school board provides a summary statement on each superintendent goal and standard.

Form 5: Superintendent Self-Evaluation Form (Optional)

The superintendent provides evidence of performance of each goal, together with evidence of progress/growth related to each goal. The superintendent also provides evidence of progress/growth on each standard, noting areas of strength and areas needing improvement.

SAMPLE FORM 1 – ESTABLISH GOALS AND STANDARDS				
Goal 1: Provide leadership to maximize use of school district resources	Evidence of Performance 1: By (month) of 20--, develop and implement a five (5) year capital improvement plan, identifying general and deferred maintenance needs for all facilities and an annual allocation of resources for meeting needs.			
	Evidence of Performance 2: By the fall of 20__, develop a plan by which the school district will meet the fund balance reserve goal of ___ days or ___% of the annual general fund of the school district.			
	Evidence of Performance 3: Annually prepare and submit a report to the school board concerning expected and unexpected revenue/expenditure changes for all funds for the current fiscal year and for the following three (3) years.			
Goal 2: Provide leadership to strengthen school/community communications and relationships.	Evidence of Performance 1: Assess existing communication methods and identify preferred communication methods and content for internal and external stakeholders concerning volunteer and partnership opportunities.			
	Evidence of Performance 2: Increase by ___% the number of parents who “Agree” or “Strongly Agree” that “the school district provides timely and informative communication about the school district” on the school district’s climate survey.			
	Evidence of Performance 3: Conduct a minimum of four school district surveys and/or community meetings on specific school district programs or initiatives.			
Standard 1. Governance Team: Element 1.b. Goals and/or Strategic Plan <i>Please select one of the following: highly effective, effective, developing, ineffective, or not applicable.</i>				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	Not Applicable
<i>Facilitates development of short- and long-term measurable school district goals and aligns available resources to accomplish goals</i>	<i>Facilitates development of short-term and long-term school district goals and recommends financial strategies to meet goals</i>	<i>Goals are defined by implementing standards and seeking to maximize student achievement</i>	<i>Goals are not developed.</i>	

Evaluation Period: _____ to _____

Superintendent’s Signature: _____ Date: _____

School Board Chair’s Signature: _____ Date: _____

** No more than three standards should be evaluated at one time.*

*** Additional goals and/or standards/elements may be inserted above.*

SAMPLE FORM 2 – MID-YEAR FORMATIVE EVALUATION FORM*	
Goal 1:	Provide leadership to obtain and maximize use of the school district’s resources.
Evidence of Progress and/or Growth to Date:	Action plan with status update on plan, including: documents in progress or completed, minutes of staff/administrative team meetings on plan development, and specific school board policies and administrative rules/regulations developed or used to implement measurable indicators
Goal 2:	Provide leadership to strengthen school/community communications and relationships.
Evidence of Progress and/or Growth to Date:	A list was generated of the existing communication methods used with the community, volunteers, and partnership organizations; identifying the preferred modes of communication for each. Action plan outlining a timeline of data and input gathering surveys to be conducted and community meetings has been provided. One survey has been done, data analysis has been initiated.
Standard 1. Governance Team: Element 1.b. Goals and/or Strategic Plan	
Evidence of Progress and/or Growth to Date:	Strategic planning process facilitator has been selected by the school board. Several planning sessions have been scheduled. The school board has approved new school district mission, vision, and beliefs statements and is developing the short- and long-range school district goals with community and staff input.
Overall Comments:	
Goal 1:	The superintendent developed a detailed and workable action plan. The superintendent has implemented the action plan and has begun to develop short- and long-term goals for the school district, with input from our staff and administrative team. The school board encourages the superintendent to make the goals measurable, as financial strategies will need to be implemented to meet these goals.
Goal 2:	Initially, the school board thought it would review the data analysis of two surveys by this time. The surveys may be too broad given the results are generating an overwhelming amount of data. The community input meeting held this fall gleaned supportive and specific information regarding program input. This goal may be ongoing as the survey process and procedures are fine tuned.

Mid-Year Evaluation Period: _____ to _____

Superintendent’s Signature: _____ Date: _____

School Board Chair’s Signature: _____ Date: _____

*Additional goals and/or standards/elements may be inserted above

SAMPLE FORM 3 – SCHOOL BOARD’S FINAL END-OF-YEAR SUMMATIVE EVALUATION*				
Place <i>one</i> check [✓] in each row for each goal and <i>one</i> check [✓] for overall rating.				
	4 Highly Effective	3 Effective	2 Developing	1 Ineffective
Goal 1: Provide leadership to obtain and maximize utilization of the school district’s resources.				
Goal 2: Provide leadership to strengthen school/ community communications and relationships.				
Overall Goals Rating:				
Standard 1. Governance Team:				
Element 1.b. Goals and/or Strategic Plan				
Overall Rating Standards Ratings				
Overall Rating Goals and Standards (Combined)				
<p>A. For the goals and standards, which best illustrates the superintendent’s greatest strength and why? Our superintendent believes in school district strategic planning. The superintendent is very organized in his/her efforts to develop short- and long-term goals and to align available resources to that end. The superintendent is visible at community and school events, always cultivating open lines of communication with our stakeholders, and continually enhances positive relationships.</p> <p>B. For the goals and standards, which presented the superintendent with the greatest challenge and why? The abundance of data generated by the survey given was overwhelming. As we move forward with the school district’s new strategic plan, identifying the specific areas that need to be worked on and then inviting community and staff input, both survey and community meeting formats generated is important. The input was invaluable to developing the short-term and long-term goals for our school district and should continue.</p> <p>C. How might the school board enhance the superintendent’s strengths and assist in overcoming challenges? Community meeting involvement by individual school board members may support the superintendent. Using the information that the superintendent gleaned from the community will be important evidence for the alignment of resources as we build next year’s school district budget. The expectation of up to four surveys a year needs to be revisited. Equal weight should be given to committee and group meeting input.</p> <p>D. Superintendent’s Comments: We made good progress on the goals this year. We gleaned an abundance of information from our stakeholders and the community support is overwhelming. I have aligned school district resources to meet the community supported goals in our upcoming year’s budget. With school board support, this budget will facilitate the needed changes. The comments above will be the basis of next year’s goals.</p>				

Evaluation Period: _____ to _____

Superintendent’s Signature: _____ Date: _____

School Board Chair’s Signature: _____ Date: _____

* Additional goals and/or standards/elements may be inserted above.

SAMPLE FORM 4 – SCHOOL BOARD’S SUMMARY OF ITS CONCLUSIONS *

Goal 1: Provide leadership to obtain and maximize utilization of the school district’s resources.

Summary Statement: The superintendent effectively led our school district through a strategic planning action plan that included the development of short-term and long-term goals. These measurable goals will be the basis of an alignment of resources to accomplish these goals.

Goal 2: Provide leadership to strengthen school/community communications and relationships.

Summary Statement: The superintendent effectively facilitated open communication with our community. The superintendent held small and large group meetings and surveyed stakeholders to get real time data on which to base the short- and long-term goals. This ongoing input is vital to the school district administration and school board as we set school district goals and meet the needs of all of our students.

Standard 1: Governance Team

Element 1.b. Goals and/or Strategic Plan

Summary Statement: The superintendent facilitated the development of the school district’s short-term and long-term goals. The superintendent recommended necessary financial strategies to meet those goals.

Evaluation Period: _____ to _____

Superintendent’s Signature: _____ Date: _____

School Board Chair’s Signature: _____ Date: _____

**Pursuant to M.S. 13D.05, Subd. 3 (a), the school board may close a meeting to evaluate the performance of an individual who is subject to its authority. At its next open meeting, the school board shall summarize its conclusions regarding the evaluation.*

Note: The school board’s summary must give enough information so that a reasonable person would know what occurred without disclosing private personnel data. For more information see page 7 or contact MSBA or MASA.

SAMPLE FORM 5 – SUPERINTENDENT SELF-EVALUATION FORM (OPTIONAL)	
<p>Superintendent Goal 1: Provide leadership to obtain and maximize utilization of the school district’s resources.</p>	<p>Evidence of Performance 1: By (month) of 20--, develop and implement a five (5) year capital improvement plan identifying general and deferred maintenance needs for all facilities and an annual allocation of resources for meeting those needs.</p>
	<p>Evidence of Performance 2: By the fall of 20__, the school district will meet the fund balance reserve goal of ___ days or ___% of the annual general fund of the school district.</p>
	<p>Evidence of Performance 3: On an annual basis, prepare and submit a report to the school board concerning expected and unexpected revenue/ expenditure changes for all funds for the current fiscal year and for the following three (3) years.</p>
<p>Evidence of Progress and/or Growth Goal 1 to Date: This year, I facilitated the school board’s strategic planning process. School district staff and community members participated in developing the strategic plan. We are working to align the school district’s resources and the strategic plan priorities and to guide school district decision making. We incorporated the school district’s capital improvement plan into the strategic plan. I am cognizant of the school board’s goal of establishing a 45-day fund balance reserve. I am pleased that we now have set aside an additional five days of fund balance this year and will continue to work toward the established fund balance goal in subsequent years. My annual report includes a review of expected and unexpected revenue and expenditures changes for the current fiscal year and projected scenarios for the next three years</p>	
<p>Goal 2: Provide leadership to strengthen school/community communications and relationships.</p>	<p>Evidence of Performance 1: Complete an assessment of existing communication methods and number of types of school district-related volunteer and partnership opportunities that identifies preferred communication methods and information wanted and needed about volunteer and partnership opportunities for both internal and external stakeholders.</p>
	<p>Evidence of Performance 2: Increase by ___% the number of parents who “Agree” or “Strongly Agree” with the statement “The school district provides timely and informative communication about the school district” on the school district’s climate survey.</p>
	<p>Evidence of Performance 3: Conduct a minimum of four school district surveys or community meetings related to specific school district programs or initiatives.</p>
<p>Evidence of Progress and/or Growth Goal 2 to Date: Three surveys were conducted this year. The information from the staff and community was analyzed by the administrative team to determine trends and needs, presented to the staff and the community, and used to establish the strategic plan priorities. The strategic planning process resulted in new school district mission, vision, and belief statements, and measurable short- and long-term goals. The survey information was instrumental in the planning process. We will continue to conduct surveys annually, but we will need to be more specific and mindful in of what we want to know when generating the questions. Parents preferred the online survey format and suggested no more than two surveys per year. Doing this each year will get the parents in the routine of sharing their input and help them understand how important their input is to the school district.</p>	

Standard 1. Governance Team: Element 1.b. Goals and/or Strategic Plan				
<i>Believes in and facilitates the development of short- and long-term measurable school district goals and aligns available resources with the budget to accomplish these goals</i>	<i>Facilitates the development of short-term and long-term goals for the school district and recommends necessary financial strategies to meet those goals</i>	<i>Goals are defined by implementing standards and seeking to maximize student achievement</i>	<i>Goals are not developed</i>	
<p>Evidence of Progress and/or Growth Standard 1 to Date: Working through the strategic planning process this year has made me a believer in that process. The input from our stakeholders became the basis and impetus of our school board’s planning. The strategic plan provides a firm foundation on which to make staff, facility, and resource decisions. We will revisit our strategic plan yearly and will glean ongoing input from our stakeholders to guide our work.</p>				
<p>Areas of Strength: As a result of this year’s successful strategic planning process, I have become a strong proponent and advocate for the process and its importance in the school board’s goal of providing a successful learning experience for all students. The strategic plan has focused us all on what is truly important. With this insight, we can use the school district resources appropriately and have made substantial progress toward the school board’s fund balance goal.</p>				
<p>Areas Needing Improvement/Strategies for Improvement: I will take the advice of our stakeholders and streamline our online survey techniques. I will facilitate the school board’s annual review and revision of the school district’s strategic plan. This is a priority that is essential to support the school board’s work.</p>				

Evaluation Period: _____ to _____

* Recommend no more than three standards be evaluated at one time.

** Additional goals and/or standards/elements may be inserted above.

*** MSBA and MASA do not recommend using 360-degree feedback tools for an evaluation because the school board directs the superintendent and should not delegate this responsibility to others. If 360-degree feedback is initiated, it should be used by the superintendent for growth purposes. The decision whether to share the results should be controlled by the superintendent.

VII. 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.