



Regular Meeting Agenda

Diamondhead Education Center
200 W. Burnsville Parkway
Burnsville, MN 55337
May 14, 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 Werb and Director Anderson

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

I. Call to Order

A. Welcome

B. Pledge of Allegiance

II. Approval of Agenda

III. Information

A. School Report: Burnsville High School

Speaker(s): Dr. Chris Bellmont, Assistant Superintendent, Jesús Sandoval, Principal and Kim Fritz, 9th Grade BARR Coordinator



**Agenda III.A.
May 14, 2026**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Dr. Chris Bellmont, assistant superintendent, Jesús Sandoval, principal, Kim Fritz, 9th
Grade BARR Coordinator

Date: May 14, 2026

Re: School Report: Burnsville High School



Burnsville · Eagan · Savage

Believe, Belong, Build and Become.

Burnsville High School

May 14, 2026

Jesús Sandoval, Principal

Kim Fritz, 9th Grade BARR Coordinator

Burnsville High School Foundations



Graduation Rates

Burnsville High School

Race/Ethnicity	2022			2023			2024			2025		
	Total Graduates	Total Students	Percent Graduating	Total Graduates	Total Students	Percent Graduating	Total Graduates	Total Students	Percent Graduating	Total Graduates	Total Students	Percent Graduating
Native/Indigenous	3	5	60%	3	3	100.0%	2	5	40.0%	3	3	100.0%
Asian	48	54	89%	40	47	85.1%	33	37	89.2%	29	33	87.9%
Black or African Am	105	120	88%	109	130	83.8%	98	111	88.3%	107	128	83.6%
Latino	53	90	59%	68	112	60.7%	65	120	54.2%	67	108	62.0%
Two or More	16	18	89%	27	32	84.4%	20	23	87.0%	17	19	89.5%
White	191	204	94%	162	176	92.0%	167	186	89.8%	159	166	95.8%
BIPOC	225	287	78%	247	324	76.2%	218	296	73.6%	223	291	76.6%
All	416	491	85%	409	500	81.8%	386	483	79.9%	383	458	83.6%

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

Focus Areas 2025-26

- **Tier 1 - Instructional Guarantees**
 - Integrated English Language Arts (ELA) - Instructional Models, Scaffolds & Strategies
- **2nd Year of 9th Grade Academy** - Building Assets Reducing Risks
 - Team time, building relationships, data driven
- **Increase Student Access & Support for Rigorous Coursework**
 - Example: Two sections of AP Human Geography to four sections
- **Continued Attention on Culture and Climate**
 - Attendance, cell phones and bathrooms

Integrated ELA

Instructional Models - Team teaching, parallel teaching, station teaching

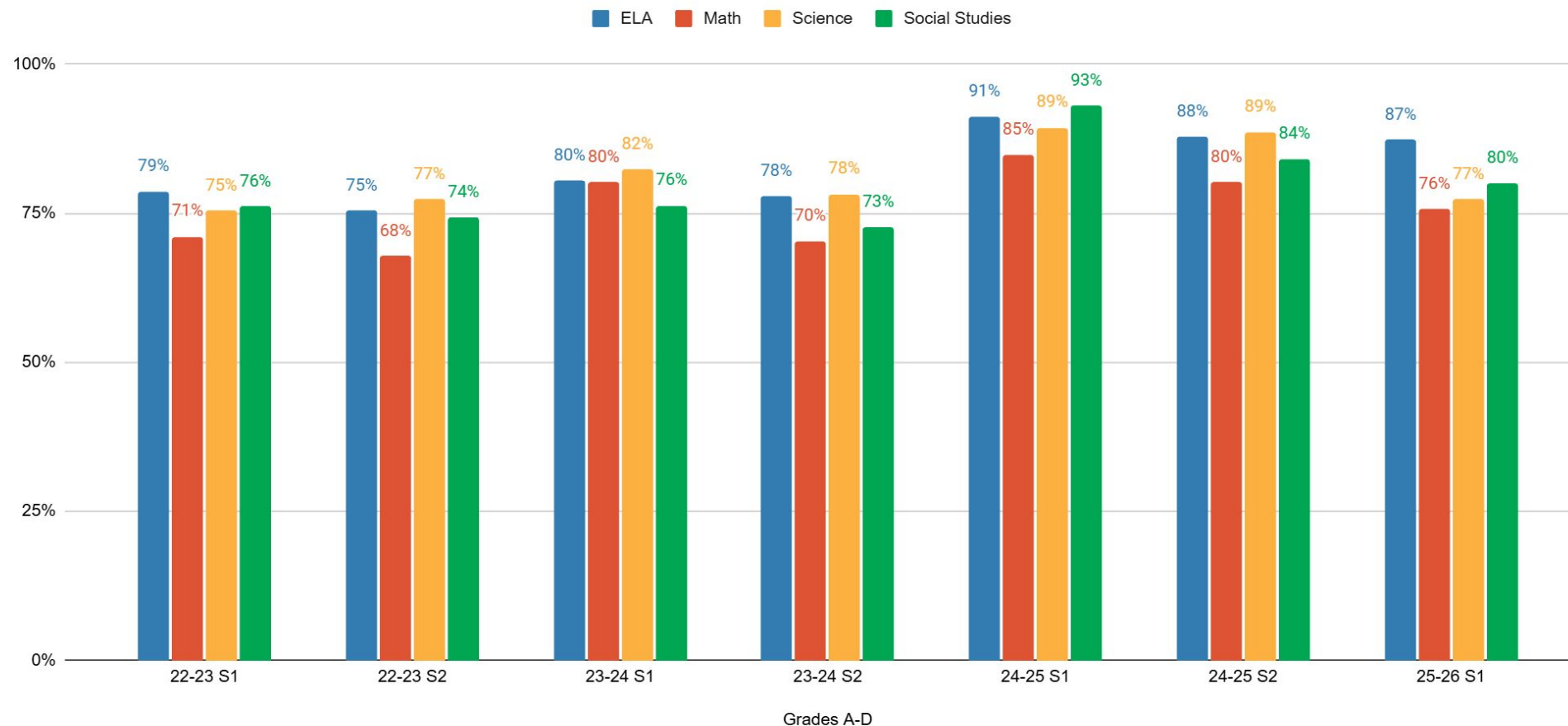
Scaffolding & Strategies - Adapted text, partner reading, primary language support, chunking text

Collaborative Planning - Standards alignment, target trackers

Data Driven - Schoology, Educlimber, Ellevation

What is the data telling us?

Grade 9 Passing Core Content Areas



Two Pillars - BARR

Relationships

- Staff to staff
- Student to student
- Staff to student



Data

- *Qualitative data
- *Quantitative data

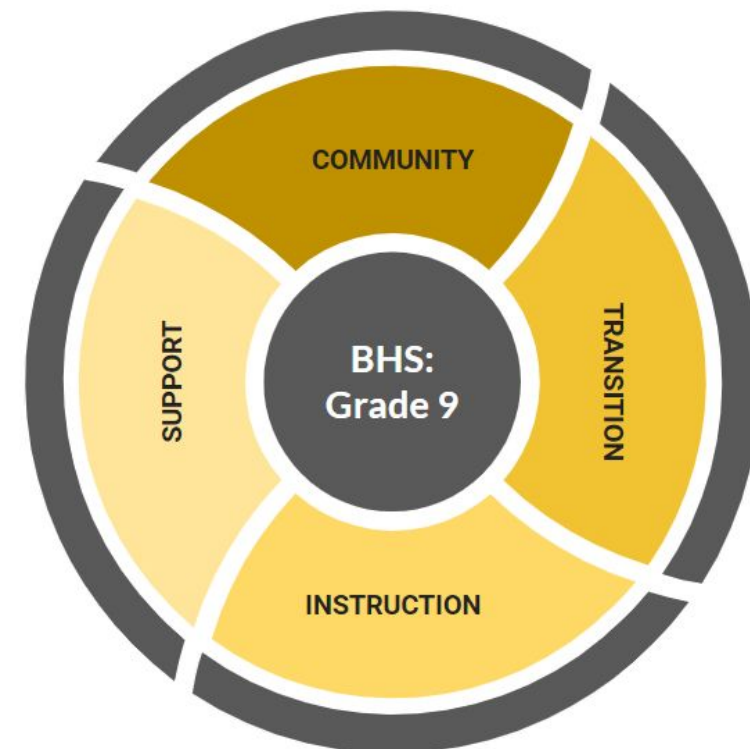
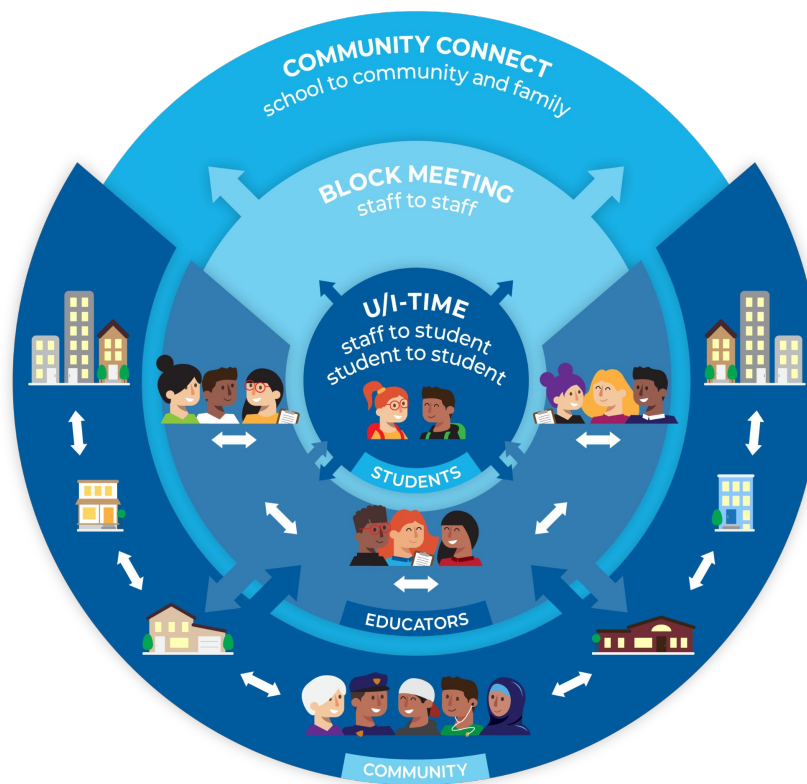


“Grades are a good indicator of how a student is doing, but if you just look at grades, you miss a lot of things: social changes, friends-group changes, attendance, health, all of a sudden a student is getting too skinny. It’s like a puzzle, and everybody holds a piece of the puzzle so when we are all together, we can see the whole kid.”

Barr Educator

9th Grade Academy - BARR's Eight Strategies

1. Focus on the whole student
2. Provide professional development for teachers, counselors, and administrators
3. Use BARR's relationship building lessons
4. Create cohorts of students
5. Hold regular meetings of the cohort teacher teams
6. Conduct Community Connect meetings
7. Engage families in student learning
8. Engage administrators



Thank you

Jesús Sandoval

Principal, Burnsville High School

jsandoval@isd191.org

Kim Fritz

9th Grade BARR Coordinator

kfritz@isd191.org



B. Student School Board Representatives 2026-2027

Speaker(s): Jesús Sandoval, Principal and Bill Heim, Associate Principal and Activities Director



**Agenda III.B.
May 14, 2026**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Jesús Sandoval, principal and Bill Heim, associate principal and activities director

Date: May 14, 2026

Re: Student School Board Representatives 2026-2027

Notes:

Recognize our outgoing Student Board Representative Feven Tesfaye and introduce our Student Board Representative for the 2026-27 school year, Meena Pothini.

Meena Pothini was selected after a comprehensive process that included students, staff, and administrators. Two alternates, Ian Lange and Leslie Tepoxteco Reza, were selected to support Meena Pothini and the position.

C. Annual Innovation Report

Speaker(s): Dr. Latanya Daniels, Superintendent



**Agenda III.C.
May 14, 2026**

To: Board of Education
From: Dr. Latanya Daniels, superintendent
Date: May 14, 2026
Re: Annual Innovation Report



Burnsville · Eagan · Savage

Believe, Belong, Build and Become.

Annual Innovation Report

May 14, 2026

Dr. Latanya Daniels, superintendent



***Supporting and leveraging new
methods and original thinking to
improve student outcomes***



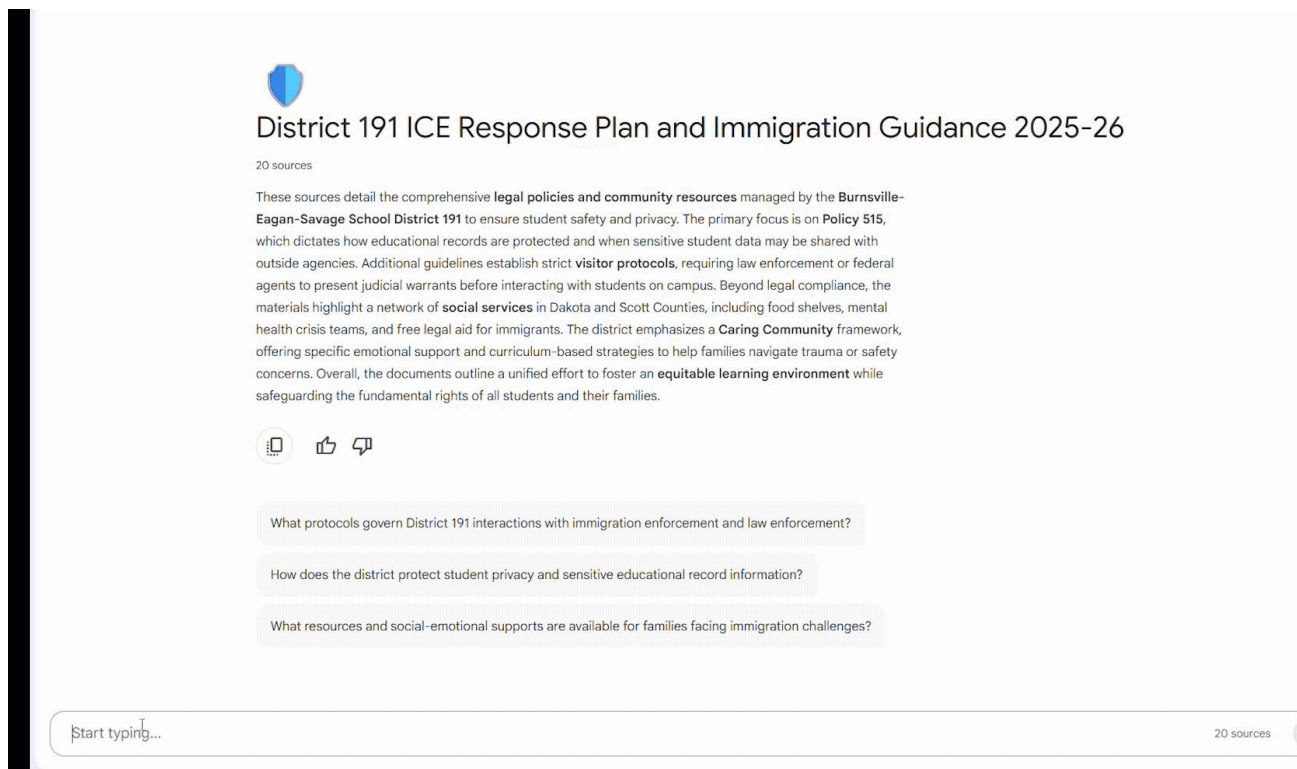
***District 191 Strategic Roadmap
Strategic Direction #3***

Technology / AI

Google's Notebook LM tool allows staff to create interactive guides for various subjects using our existing documents. Instead of searching through or reading all of the documents to find information, staff can ask the Notebook LM a question & receive an answer based in those documents.

Implementations

- Standard Response Protocol
- District Policy Manual
- Student Handbook
- Remote Learning Day Guidance
- School Improvement Plans
- ICE Response Plan



 District 191 ICE Response Plan and Immigration Guidance 2025-26

20 sources

These sources detail the comprehensive **legal policies and community resources** managed by the Burnsville-Eagan-Savage School District 191 to ensure student safety and privacy. The primary focus is on **Policy 515**, which dictates how educational records are protected and when sensitive student data may be shared with outside agencies. Additional guidelines establish strict **visitor protocols**, requiring law enforcement or federal agents to present judicial warrants before interacting with students on campus. Beyond legal compliance, the materials highlight a network of **social services** in Dakota and Scott Counties, including food shelves, mental health crisis teams, and free legal aid for immigrants. The district emphasizes a **Caring Community** framework, offering specific emotional support and curriculum-based strategies to help families navigate trauma or safety concerns. Overall, the documents outline a unified effort to foster an **equitable learning environment** while safeguarding the fundamental rights of all students and their families.

What protocols govern District 191 interactions with immigration enforcement and law enforcement?

How does the district protect student privacy and sensitive educational record information?

What resources and social-emotional supports are available for families facing immigration challenges?

Start typing... 20 sources →

Operations & Safety

Addition of Tier III Vehicles

- Along with a new, more efficient schedule, new vehicles allow more flexibility for staff travel and team/student transportation
- Reduces reliance on chartered vans & buses
- When payment to driver is required, it benefits One91 employees

New Arrival/Dismissal at Hidden Valley

- Old system had parents waiting on Glendale Ave, especially during dismissal
- New procedures directs vehicles through ERMS parking lot, improving safety

Instruction

Pre-learning podcasts at Neill

- Using Notebook LM, teachers load district specific lesson plans and goals and ask it to create a podcast or video for pre-learning assignments with students as part of their morning meeting.

Expanded credit recovery options

- Evening courses now available during the summer

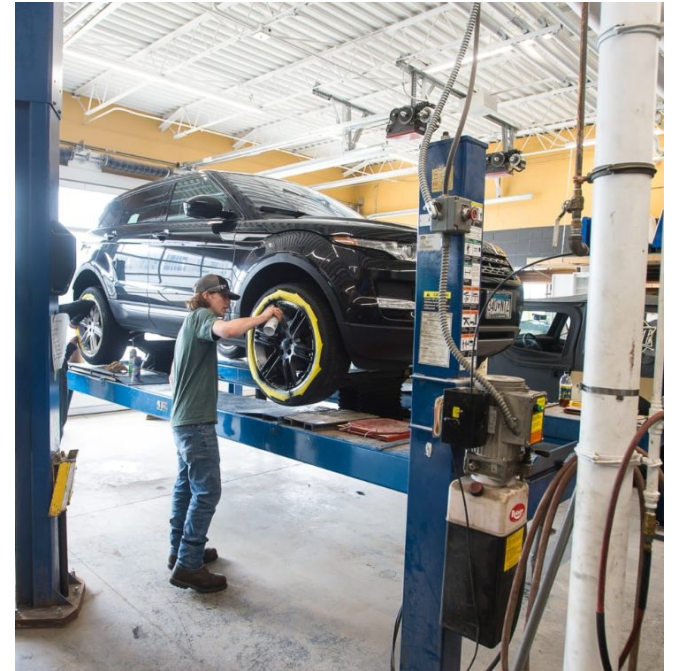
Partnerships & Pathways

21

New career/interest courses offered through Adult Basic Education

- Bus driver permit
- Music literacy
- Personal Care Assistant

New partnership with DCTC to provide instructor for BHS Automotive Pathways



Community Strong

22

Responding to the effects of Operation Metro Surge required innovative use of existing resources & development of new structures & systems.

Instruction/Academics

- Expand capacity within Virtual Academy
- Create “Navigators” to keep students connected online

Community Supports

- Work with partners to provide families food, supplies, etc.

Staff supports

- Response plans & communications
- Staff safety responses, including carpooling

Thank you!

D. Student Representative Report

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



**Agenda III.D.
May 14, 2026**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Feven Tesfaye, student board representative

Date: May 14, 2026

Re: Student Board Representative Report

E. Superintendent Report

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**Agenda III.E.
May 14, 2026**

To: Board of Education

From: Dr. Latanya Daniels, superintendent

Date: May 14, 2026

Re: Superintendent Report

F. Board Member Reports

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



**Agenda III.F.
May 14, 2026**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Abigail Alt, board chair

Date: May 14, 2026

Re: Board Member Reports

Receive reports from board members.

IV. Business Meeting

A. Consent Agenda

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

1. Approve Minutes

31

School Board Minutes
INDEPENDENT SCHOOL DISTRICT 191
May 4, 2026

These are the minutes of a retreat held by the Board of Education. The meeting was called to order by Chair Alt at 6:11 p.m. The meeting was held at Diamondhead Education Center, 200 West Burnsville Parkway, Burnsville, MN, 55337.

Call to Order

Directors Anderson, Hume, Mikkelsen, Sachse, Werb, and Chair Alt, and Superintendent Dr. Latanya Daniels were present. Director Chester arrived at 6:20pm Others in attendance included Dr. Chris Bellmont, assistant superintendent and Isis Buchanan, director of equity.

Attendance

The purpose of the retreat was to learn more about Culturally Proficient School Systems.

Purpose

The meeting adjourned at 8:19 p.m.

/s/

5/14/26

Adjourn

Rachael Mikkelsen

Date approved

School Board Minutes
INDEPENDENT SCHOOL DISTRICT 191
April 23, 2026

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

Call to Order

Directors Anderson, Chester, Mikkelsen, Sachse, Werb and Vice Chair Hume (presiding) were present. Chair Alt was absent. Superintendent Dr. Latanya Daniels, Student Representative Feven Tesfaye, administrators, staff and members of the public were also present.

Attendance

Vice Chair Hume welcomed the audience and asked Director Sachse to lead the Pledge of Allegiance.

Pledge of Allegiance

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

Agenda

Received a report about Hidden Valley Elementary School from Dr. Chris Bellmont, assistant superintendent, Kristine Black, principal, Kari Komar, building leadership team member, and Shuraim Badri, student.

School Report

Received a Student Performance and Achievement Committee report on Graduation and College, Career Readiness and Graduation from Imina Oftedahl, director of curriculum, instruction, and assessment and Matt Deutsch, teacher.

SPA Report:
Graduation and
College, Career
Readiness and
Graduation

Received an FY27 Budget Feedback Report from Dr. Latanya Daniels, superintendent.

FY27 Budget
Feedback

Received a report from Director Chester on the Legislative Committee Meeting and District 917. Director Mikkelsen shared a Policy Review Committee Meeting.

Board Committee
and Assignment
Reports

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

Consent Agenda
Minutes
Personnel
Recommendations
Checks, Receipt,
Claims and
Investments
Budget Analysis
Listening Session
Nicollet Chess
Club Field Trip
Policies
Travel Date
Change for Travel
Club

-Approve minutes of the regular board meeting on April 9, 2026.

-Approve personnel recommendations for Ryan Nepl, Jon Rossum, Katelyn Hockemeyer, MaKayla Sather, Ashley Johnson, Jennifer Smith, Sara Vodnick, Paul Wallenta, Ryan Ermisch, Nahomi Merid, Jordan Petrick, Cathy Gee, Kimberly L Olson, Barbara Cermak, Ryan Dugan, Gareth Daklin Wren, Patricia Bustamante Vera, Caleb Vasquez-Stading, Gerson Villalta Umana, Noah Helke, Lisa Mathre, Viviana Rojas Pedraza, Sherry Gilbertson, Pollyanna Burns, Luisa Gaona, Nicole Haspert, Hannah Szymanski, Daniel Rojas, Barbara Cermak, Kylee Gates, Janell Pederson, Kirk Nelson, Jaimie Howe, Dawndra Broge, Colleen Coleman, Brandon Lowe, and Amy Piotrowski.

- Approve February payroll checks in the net amount of \$5,506,668.48, February claims to date, wire transfers and adjustments totaling \$11,712,644.69. Also, that the Board accepts February receipts of \$16,936,017.03 and investments for the General Fund and

OPEB of \$89,449,519.13 as of February 28, 2026.

-Accepts the Budget Analysis for the month ending February 28, 2026.

-Receive a report about the Listening Session on April 9, 2026.

- Final Approval of an Extended Field Trip for the Nicollet Chess Club to Round Rock, TX on May 14-19, 2026.

-Approve, on a Second Reading Basis, Changes to Policies:

404: *Employment Background Check*, 406: *Public and Private Personnel Data*, 410: *Family and Medical Leave Policy*, and 701: *Establishment and Adoption of School District Budget*.

-Approve Travel Date Change for Travel Club Trip to Budapest, Vienna and Prague.

The motion carried unanimously (6,0).

Moved by Werb, seconded by Chester, to give Preliminary Approval for the Travel Club International Trip to Japan. The motion carried unanimously (6,0).

Preliminary
Approval for Travel
Club

Moved by Mikkelsen, seconded by Anderson, to approve the Early Childhood Special Education Stretch Calendar for 2026-2027 School Year. The motion carried unanimously (6,0).

ECSE Stretch
Calendar

Moved by Sachse, seconded by Anderson, to approve the Premiums and Rates for FY27 Employee Benefits. The motion carried unanimously (6,0).

Premiums and
Rates for FY27

Moved by Chester, seconded by Sachse, to approve One Year Extension of Cedar School Lease with Intermediate District 917. The motion carried unanimously (6,0).

Cedar School
Lease Extension

Having no further agenda items, Vic Chair Hume adjourned the meeting adjourned at 8:01 p.m.

Adjourn

/s/

Rachael Mikkelsen, Board Clerk

May 14, 2026

Date Approved

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: May 14, 2026

RE: Recommended Personnel Changes

CLASSIFICATION	ACTION	NAME	FINAL	LOCATION	POSITION	EFFECTIVE DATE	HOURS / FTE
Certified	Appointment	Anna Bushman		Hidden Valley Elementary	Long-Term Substitute Teacher	04/30/2026	1.0 FTE
Certified	Appointment	Ariadna Maguina Maloney		District-wide	Nurse	05/04/2026	1.0 FTE
Certified	Appointment	Crystal Deglman		Nicollet Middle School	Long-Term Substitute Teacher	05/12/2026	1.0 FTE
Certified	Leave of Absence	Rebecca Akerson		Burnsville High School	Counselor	4/27/2026-6/5/2026	1.0 FTE
Certified	Leave of Absence	Nicole Nolte		ECSE Center	Teacher	5/15/2026-6/5/2026	1.0 FTE
Certified	Leave of Absence	Nicole Kocur		Nicollet Middle School	Teacher	04/28/2026-06/05/2026	1.0 FTE
Certified	Leave of Absence	Jessica Ruiz		Sky Oaks Elementary School	Teacher	03/23/2026-05/20/2026	1.0 FTE
Certified	Leave of Absence	Colleen Coleman		Burnsville High School	Teacher	School Years 2023-2026	1.0 FTE
Certified	Leave of Absence	Ann Marie Gambucci		Rahn Elementary School	Teacher	02/23/2026-05/07/2026	1.0 FTE
Certified	Leave of Absence	Katie Morlock		Harriet Bishop Elementary	Teacher	04/30/2026-05/18/2026	1.0 FTE
Certified	Leave of Absence	Laura Berry		Hidden Valley Elementary	Teacher	05/11/2026-06/05/2026	1.0 FTE
Certified	Recall	Sydney Lebens		Harriet Bishop Elementary	Teacher	08/24/2026	1.0 FTE
Certified	Recall	Mackenzie Carrane		Burnsville High School	Teacher	08/24/2026	1.0 FTE
Certified	Recall	Amanda Malz		Harriet Bishop Elementary	Teacher	08/24/2026	1.0 FTE
Certified	Rescind Leave	Colleen Coleman		Burnsville High School	Teacher	06/09/2026	1.0 FTE
Certified	Resignation	Emily Najjar-Field		Burnsville High School	Teacher	05/01/2026	1.0 FTE
Certified	Resignation	Brittney Hoge		Nicollet Middle School	Teacher	06/05/2026	1.0 FTE
Certified	Resignation	Alexis Kleeberger		Nicollet Middle School	Speech and Language Pathologist	06/05/2026	1.0 FTE
Certified	Retirement	Clayton Holt		Burnsville Alternative High School	Teacher	06/05/2026	1.0 FTE
Classified	Appointment	Lyndsey Robson		Burnsville High School	Girls Basketball- Head Coach	Winter Stipend 2026-2027	1.0 FTE Stipend
Classified	Appointment	Shari Schulze		Gideon Pond Elementary	Administrative Assistant	04/27/2026	8 hours/day
Classified	Appointment	Sabina Leal		Hidden Valley Elementary	Educational Assistant	05/11/2026	7.25 hours/day
Classified	Appointment	Sahra Isse		ECSE Center	Educational Assistant	05/04/2026	6.5 hours/day
Classified	Leave of Absence	Elsa Robles		Diamondhead Education Center	Custodian	03/23/2026-3/19/2027	Intermittent
Classified	Leave of Absence	Gina Marco		District-wide	Board Certified Behavior Analyst	05/4/2026-05/31/2026	8 hours/day
Classified	Leave of Absence	Kari Fandrich		Harriet Bishop Elementary	VPK	05/4/2026-05/18/2026	8 hours/day
Classified	Leave of Absence	Luis Alvarado Robles		Burnsville High School	Custodian	04/11/2026-07/4/2026	Intermittent
Classified	Resignation	Sharon Smith-Lossiah		Gideon Pond Elementary	VPK	06/30/2026	8 hours/day
Classified	Resignation	Kimberly Robran		District-wide	Speech and Language Pathologist	05/29/2026	8 hours/day
Classified	Resignation	Emily Najjar-Field		Burnsville High School	Musical Vocal Director	05/01/2026	1.0 FTE Stipend
Classified	Resignation	Emily Najjar-Field		Burnsville High School	Yearbook Assistant	05/01/2026	1.0 FTE Stipend
Classified	Resignation	Brittney Hoge		Nicollet Middle School	Volleyball- Assistant Coach	06/05/2026	.50 FTE Stipend
Classified	Resignation	Brittney Hoge		Nicollet Middle School	Volleyball- Head Coach	06/05/2026	.50 FTE Stipend
Classified	Resignation	Brendan Klein		Burnsville High School	Debate- Head Coach	05/10/2026	1.0 FTE Stipend
Classified	Resignation	Brendan Klein		Burnsville High School	Speech- Head Coach	05/10/2026	1.0 FTE Stipend
Classified	Resignation	Robert Paetzold		Nicollet Middle School	Weight Room- Head Coach	04/24/2026	.50 FTE Stipend
Classified	Resignation	Noah Hillman		Nicollet Middle School	Girls Track and Field- Assistant Coach	05/01/2026	1.0 FTE Stipend
Classified	Resignation	Jennifer Brown		District-wide	Food Service Associate	05/28/2026	3.75 hours/day
Classified	Resignation	Hafiza Nure		Edward Neill Elementary	Educational Assistant	06/04/2026	6 hours/day
Classified	Resignation	Clairissa Newton		Vista View Elementary School	Registered Behavior Technician	04/17/2026	8 hours/day
Classified	Resignation	Amal Mohamed		Harriet Bishop Elementary	Educational Assistant	05/15/2026	7.25 hours/day
Classified	Resignation	Patricia Bustamante Vera		District-wide	Custodian	04/17/2026	8 hours/day
Classified	Resignation	Carey Bird		Harriet Bishop Elementary	Educational Assistant	06/04/2026	7.25 hours/day
Classified	Resignation	Kari Fandrich		Harriet Bishop Elementary	VPK	06/23/2026	8 hours/day
Classified	Retirement	Lori Miller		Eagle Ridge Middle School	Food Service Associate	06/05/2026	3.75 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 IV.A.3.
May 14, 2026**

To: Board of Education
From: Dr. Latanya Daniels, superintendent
Date: May 14, 2026
Re: Report about the Listening Session

Recommendation: Receive a report about the listening session scheduled on April 23, 2026.

The following speakers spoke at the listening session on April 23, 2026.

Name	Relationship to School District	Topic(s) Addressed
Nick Armstrong	District 191 Staff Member	Beginning band lessons at Eagle Ridge Middle School
Ben Harrison	District 191 Parent/Guardian	Music Program in district
Jill Bodenner	District 191 Parent/Guardian	Importance of band at an early age

4. Approve, on a First and Final Reading, Non-Substantive Changes to Policies: 505: *Distribution of Nonschool Sponsored Materials on School Premises by Students and Employees*, 525: *Violence Prevention* and 529: *Staff Notification of Violent Behavior of Students*



**Agenda IV.A.4
May 14, 2026**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Dr. Chris Bellmont, assistant superintendent

Date: May 14, 2026

Re: Approve, on a First and Final Reading, Non-Substantive Changes to Policies:
505: Distribution of Non-school Sponsored Materials on School Premises by Students and Employees, 525: Violence Prevention, and 529: Staff Notification of Violent Behavior of Students

Recommendation: That the Board of Education approve, on a first and final reading, non-substantive changes to Policies: 505: *Distribution of Non-school Sponsored Materials on School Premises by Students and Employees*, 525: *Violence Prevention*, and 529: *Staff Notification of Violent Behavior of Students*.

Notes:

The following policies were reviewed during the April 21, 2026 Policy Review Committee meeting. Changes included:

- 505: Regular Review Rotation – Reorganizing the definitions alphabetically to align with MSBA Model Policy. No changes to the description aside from the order they appear
- 525: Regular Review Rotation – Added specific Crisis Management Policy number and additional reference
- 529: Regular Review Rotation – Update to references added

Adopted: 12/3/2015

Burnsville-Eagan-Savage School District Policy 505

Reviewed: PRC April 21, 2026~~3/9/2023~~

Revised: 3/23/2023

Rescinds:

505 DISTRIBUTION OF NONSCHOOL-SPONSORED MATERIALS ON SCHOOL PREMISES BY STUDENTS AND EMPLOYEES

I. PURPOSE

The purpose of this policy is to protect the exercise of students' and employees' free speech rights, taking into consideration the educational objectives and responsibilities of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district recognizes that students and employees have the right to express themselves on school property. This protection includes the right to distribute, at a reasonable time and place and in a reasonable manner, nonschool-sponsored material.
- B. To protect First Amendment rights, while at the same time preserving the integrity of the educational objectives and responsibilities of the school district, the school board adopts the following regulations and procedures regarding distribution of nonschool-sponsored material on school property and at school activities.

III. DEFINITIONS

- A. "Distribute" or "Distribution" means circulation or dissemination of material by electronic means and/or means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting or displaying material, or placing material in internal staff or student mailboxes.

~~B.G.~~ "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower that individual in the esteem of the community.

~~C.E.~~ "Material and substantial disruption" of a normal school activity means:

- 1. Where the normal school activity is an educational program of the district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.
- 2. Where the normal school activity is voluntary in nature (including school

athletic events, school plays and concerts, and lunch periods) “material and substantial disruption” is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, specific facts must exist upon which the likelihood of disruption can be forecast including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question

D. “Minor” means any person under the age of eighteen (18).

E.B. “Nonschool-sponsored material” or “unofficial material” includes all materials or objects intended for distribution, except school newspapers, employee newsletters, literary magazines, yearbooks, and other publications funded and/or sponsored or authorized by the school. Examples of nonschool-sponsored materials include, but are not limited to, leaflets, brochures, buttons, badges, flyers, petitions, posters, and underground newspapers whether written by students or employees or others, and tangible objects

E.C. “Obscene to minors” means:

1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, or lewd exhibition of the genitals; and
3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.

G.F. “School activities” means any activity sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and other theatrical productions, and in-school lunch periods.

IV. GUIDELINES

- A. Students and employees of the school district have the right to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, nonschool-sponsored material.

- B. Requests for distribution of nonschool-sponsored material will be reviewed by administration. However, distribution of the materials listed below is always prohibited. Material is prohibited that:
1. is obscene to minors;
 2. is libelous or slanderous;
 3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended;
 4. advertises or promotes any product or service not permitted to minors by law;
 5. advocates violence or other illegal conduct;
 6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religious, or ethnic origin);
 7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.
- C. Distribution by students and employees of nonschool-sponsored materials on school district property are subject to reasonable time, place, and manner restrictions set forth below. In making decisions regarding the time, place, and manner of distribution, the administration will consider factors including, but not limited to, the following:
1. whether the material is educationally related;
 2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;
 3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;
 4. the quantity or size of materials to be distributed;
 5. whether distribution would require assignment of school district staff, use of school district equipment, or other resources;

6. whether distribution would require that nonschool persons be present on the school grounds;
7. whether the materials are a solicitation for goods or services not requested by the recipients.

V. TIME, PLACE, AND MANNER OF DISTRIBUTION

- A. No nonschool-sponsored material shall be distributed during and at the place of a normal school activity if it is reasonably likely to cause a material and substantial disruption of that activity.
- B. Distribution of nonschool-sponsored material is prohibited when it blocks the safe flow of traffic within corridors and entrance ways of the school, and school parking lots. Distribution shall not impede entrance to or exit from school premises in any way.
- C. No one shall coerce a student or staff member to accept any publication.
- D. The time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.

VI. PROCEDURES

- A. Administration will establish guidelines and procedures for distribution of materials.
- B. If the person is dissatisfied with the decision of the administrator, the person may submit a written request for appeal to the superintendent. If the person does not receive a response within three (3) school days (not counting Saturdays, Sundays, and holidays) of submitting the appeal, the person shall contact the office of the superintendent to verify that the lack of response is not due to an inability to locate the person.
- C. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the school board, or the individual reviewing the material submitted.

VII. DISCIPLINARY ACTION

- A. Distribution by any student of nonschool-sponsored material prohibited herein or in violation of the provisions of time, place, and manner of distribution as described above will be halted and disciplinary action will be taken in accordance with the school district's Student Discipline Policy.
- B. Distribution by any employee of nonschool-sponsored material prohibited herein or in violation of the provisions of time, place, and manner of distribution as

described above will be halted and appropriate disciplinary action will be taken, in accordance with any individual contract, collective bargaining agreement, school district policies and procedures, and/or governing statute.

- C. Any other party violating this policy will be requested to leave the school property immediately and, if necessary, the police will be called.

VIII. NOTICE OF POLICY TO STUDENTS AND EMPLOYEES

A copy of this policy will be published in student handbooks and available in school buildings.

Legal References: U. S. Const., amend. I
Hazelwood School District v. Kuhlmeier, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988)
Bethel Sch. Dist. No. 403 v. Fraser, 478 U.S. 675, 106 S.Ct. 3159, 92 L.Ed.2d 549 (1986)
Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
Bystrom v. Fridley High School, 822 F.2d 747 (8th Cir. 1987)
Roark v. South Iron R-1 School Dist., 573 F.3d 556 (8th Cir. 2009)
Victory Through Jesus Sports Ministry Foundation v. Lee's Summit R-7 School Dist., 640 F.3d 329 (8th Cir. 2011), cert. denied 565 U.S. 1036, 132 S.Ct. 592 (2011)

Cross References: Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 Burnsville-Eagan-Savage School District Policy 422 (Policies Incorporated by Reference)
 Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
 Burnsville-Eagan-Savage School District Policy 512 (School-Sponsored Student Publications)
 Burnsville-Eagan-Savage School District Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

Adopted: 10/22/2015
 Reviewed: ~~1/26/2023~~ PRC 4/21/26
 Revised: 2/9/2023
 Rescinds:

Burnsville-Eagan-Savage School District Policy 525

525 VIOLENCE PREVENTION

I. PURPOSE

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

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

II. GENERAL STATEMENT OF POLICY

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

III. IMPLEMENTATION OF POLICY

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

policies and procedures related to violence prevention and weapons.

- C. The school district will act promptly to investigate all acts and formal and informal complaints of violence and take appropriate disciplinary action against any student or staff member who is found to have violated this policy or any related policy.
- D. The consequences set forth in the school weapons policy (Policy 501) will be imposed upon any student or nonstudent who possesses, uses or distributes a weapon when in a school location.
- E. The consequences set forth in the school hazing policy (Policy 526) will be imposed upon any student or staff member who commits an act against a student or staff member; or coerces a student or staff member into committing an act, that creates a substantial risk of harm to a person in order for the student or staff member to be initiated into or affiliated with an organization, or for any other purpose.
- F. Students who engage in assault or violent behavior will be removed from the classroom immediately and for a period of time deemed appropriate by the principal, in consultation with the teacher, pursuant to the student discipline policy (Policy 506).
- G. Students with disabilities may be expelled for behavior unrelated to their disabilities, subject to the procedural safeguards required by the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, and the Pupil Fair Dismissal Act.
- H. Procedures will be developed for the referral of any person in violation of this policy or the weapons policy to the local law enforcement agency in accordance with Minnesota Statutes section 121A.05.
- I. Students who wear objectionable emblems, signs, words, objects, or pictures on clothing communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership or that approves, advances, or provokes any form of religious, racial, or sexual harassment or violence against other individuals as defined in the harassment and violence policy (Policy 413) will be subject to the procedures set forth in the student dress and appearance policy (Policy 504). “Gang” as used in this policy means any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. A “pattern of gang activity” means the commission, attempt to commit, conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.

- J. This policy is not intended to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane, denote gang affiliation, advocate harassment or violence against others, are likely to disrupt the education process, or cause others to react in a violent or illegal manner (Policy 504).

IV. PREVENTION STRATEGIES

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

- A. Maintain a district crisis management policy (Policy 806) to address potential violent crisis situations in the district.
- B. Provide training in recognition, prevention, and safe responses to violence and development of a positive school climate.
- C. In-service training for personnel in aspects of reporting, visibility, and supervision as deterrents to violence.
- D. Promote student safety responsibility by encouraging the reporting of suspicious individuals and unusual activities on school grounds.
- E. In-service training for personnel and school board members by experts familiar with sexual abuse, domestic violence, and personal safety issues on the following: helping students identify violence in the family and the community so that students may learn to resolve conflicts in effective, nonviolent ways; responding to a disclosure of child sexual abuse in a supportive, appropriate manner; and/or complying with mandatory reporting requirements under the Maltreatment of Minors Reporting Act.
- F. Establish clear school rules that prevent and deter violence.
- G. Develop cross-cultural awareness programs to unify students of all cultures and backgrounds, to develop mutual respect and understanding of shared experiences and values among students, and to promote the message of inclusion.
- H. Develop a student photo or name identification system for quick identification of the student in case of emergency.
- I. Develop a staff photo or name identification system using identification badges for quick identification of unauthorized people on campus.
- J. Require all visitors to check-in the main office upon their arrival and state their

business at the school. A visitor badge may be issued for easy identification that the visitor is authorized to be present in the school building.

- K. Develop curriculum on child sexual abuse prevention for students, including age appropriate instruction on recognizing sexual abuse and assault, boundary violations, and ways offenders groom or desensitize victims, as well as strategies to promote disclosure, reduce self-blame, and mobilize bystanders. The curriculum may be created in consultation with federal, state, and local agencies and community-based organizations, including the Child Wellness Information Gateway website (<https://www.childwelfare.gov>) maintained by the United States Department of Health and Human Services, to identify research-based tools, curricula, and programs to prevent child sexual abuse.
- L. Provide training to all school personnel on recognizing and preventing sexual abuse and sexual violence which may include training on mandatory reporting requirements provided on the Department of Education's website and reviewing the Code of Ethics for Minnesota Teachers.

V. STUDENT SUPPORT

- A. Students will have access to school-based student service professionals, when available, including counselors, nurses, social workers, and psychologists who are knowledgeable in methods to assist students with violence prevention and intervention.
- B. Students will be apprised of school board policies designed to protect their personal safety.
- C. Students will be provided with information as to school district and building rules regarding weapons and violence.
- D. Students will be informed of resources for violence prevention and proper reporting.

VI. PERSONNEL

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

- Legal References:**
- Minn. Stat. § 13.43, Subd. 16 (Personnel Data)
 - Minn. Stat. § 120B.22 (Violence Prevention Education)
 - Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
 - Minn. Stat. § 121A.035 (Crisis Management Policy)
 - Minn. Stat. § 120B.232 (Character Development Education)
 - Minn. Stat. § 121A.05 (Policy to Refer Firearms Possessor)
 - Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
 - Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
 - Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
 - Minn. Stat. § 121A.64 (Notification)
 - Minn. Stat. § 121A.69 (Hazing Policy)
 - Minn. Stat. § 181.967, Subd. 5 (School District Disclosure of Violence or Inappropriate Sexual Contact)
 - 18 U.S.C. § 921 (Definition of Firearm)
 - 20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act of 2004)
 - 29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
 - Tinker v. Des Moines Indep. Sch. Dist.*, 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
 - Stephenson v. Davenport Cmty. Sch. Dist.*, 110 F.3d 1303 (8th Cir. 1997)
 - McIntire v. Bethel School*, 804 F.Supp. 1415, 78 Educ. L.Rep. 828 (W.D. Okla. 1992)
 - Olesen v. Board of Educ. of Sch. Dist. No. 228*, 676 F.Supp. 820, 44 Educ. L.Rep. 205 (N.D. Ill. 1987)
- Cross References:**
- Burnsville-Eagan-Savage School District Policy 413 (Harassment and Violence)
 - Burnsville-Eagan-Savage School District Policy 422 (Policies Incorporated by Reference)
 - Burnsville-Eagan-Savage School District Policy 501 (School Weapons Policy)
 - Burnsville-Eagan-Savage School District Policy 504 (Student Dress and Appearance)
 - Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
 - Burnsville-Eagan-Savage School District Policy 507 (Corporal Punishment)
 - Burnsville-Eagan-Savage School District Policy 514 (Bullying Prohibition Policy)
 - Burnsville-Eagan-Savage School District Policy 526 (Hazing Prohibition)
 - Burnsville-Eagan-Savage School District Policy 529 (Staff Notification of Violent Behavior by Students)
 - [Burnsville-Eagan-Savage School District Policy 806 \(Crisis Management\)](#)

Adopted: 10/22/2015

Burnsville-Eagan-Savage School District Policy 529

Reviewed: ~~PRC 4/21/261/26/2023~~

Revised: 2/9/2023

Rescinds: GBEAD

529 STAFF NOTIFICATION OF VIOLENT BEHAVIOR BY STUDENTS

I. PURPOSE

In an effort to provide a safe school environment, the assigned classroom teacher and certain staff members should know whether a student to be placed in the classroom has a history of violent behavior. Additionally, decisions should be made regarding how to interact with such a student.

The purpose of this policy is to address the circumstances in which private student data should be provided to classroom teachers and other school staff members about students with a history of violent behavior and to establish a procedure for notifying staff regarding the assignment of students with a history of violent behavior.

II. GENERAL STATEMENT OF POLICY

- A. Any staff member or other employee of the school district who obtains or possesses information concerning a student in the building with a history of violent behavior shall immediately report said information to the principal of the building in which the student attends school.
- B. The administration will meet with the assigned classroom teacher and other appropriate staff members for the purpose of notifying and determining how staff will interact with such student.
- C. Only staff members who have a legitimate educational interest in the information will receive notification.

III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them.

- A. Administration

“Administration” means the superintendent, building principal, or other designee.

- B. Classroom Teacher

“Classroom Teacher” means the instructional personnel responsible for the course or room to which a student is assigned at any given time, including a substitute hired in place of the classroom teacher.

C. History of Violent Behavior

1. A student will be considered to have a history of violent behavior if incident(s) of violence, including any documented physical assault of a school district employee by the student, have occurred during the current or previous school year.
2. If a student has an incident of violence during the current or previous school year, that incident and all other past related or similar incidents of violence will be reported.

D. Incident(s) of Violence

“Incident(s) of violence” means willful conduct in which a student endangers or causes physical injury to the student, other students, a school district employee, or surrounding person(s) or endangers or causes significant damage to school district property, regardless of whether related to a disability or whether discipline was imposed.

E. Legitimate Educational Interest

“Legitimate educational interest” includes 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 educational data. It includes a person’s need to know in order to:

1. Perform an administrative task required in the school or the 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.

F. School Staff Member

“School Staff Member” includes:

1. A person duly elected to the school board;
2. A person employed by the school board in an administrative, supervisory, instructional, or other professional position;
3. A person employed by the school board as a temporary substitute in a

professional position for the period of his or her performance as a substitute; and

4. 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 his or her performance as an employee or contractor.

IV. PROCEDURE FOR STAFF NOTIFICATION OF STUDENTS WITH VIOLENT BEHAVIOR

A. Reports of Violent Behavior

Any staff member or other employee of the school district who becomes aware of any information regarding the violent behavior of an enrolling student or any student enrolled in the school district shall immediately report the information to the building principal where the student is enrolled or seeks to enroll.

B. Recipients of Notice

Each classroom teacher of a student with a history of violent behavior (see Section III.C., above) will receive written notification from the administration prior to assignment of the student in the teacher's classroom. In addition, written notice will be given by the administration to other school staff members who have a legitimate educational interest, as defined in this policy, when a student with a history of violent behavior is assigned to a teacher's classroom. The administration will provide notice to anyone substituting for the classroom teacher or school staff member, who has received notice under this policy, that the substitute will be overseeing a student with a history of violent behavior.

The administration may provide other school district employees or individuals outside of the school district with information regarding a student, including information regarding a student's history of violent behavior, in accordance with Policy 515, Protection and Privacy of Pupil Records.

C. Determination of Who Receives Notice

The determination of which classroom teachers and school staff members have a legitimate educational interest in information regarding a student with a history of violent behavior will be made by either: (1) the school district's Responsible Authority appointed by the school board under the Minnesota Government Data Practices Act or (2) the administration. In the event the administration makes this determination, the Responsible Authority will provide guidance to the administration as to what data will be shared.

D. Form of Written Notice

The notice given to classroom teachers and school staff members will be in

writing and will include the following:

1. Name of the student;
2. Date of notice;
3. Notification that the student has been identified as a student with a history of violent behavior as defined in Section III. of this policy; and
4. Reminder of the private nature of the data provided.

E. Record of Notice

1. The administration will retain a copy of the notice or other documentation provided to classroom teachers and school staff members notified under this section.
2. Retention of the written notice or other documentation provided to classroom teachers and school staff members is governed by the approved Records Retention Schedule.

F. Meetings Regarding Students with a History of Violent Behavior

1. If the administration determines, in his or her discretion, that the classroom teacher and/or school staff members with a legitimate educational interest in such data reasonably require access to the details regarding a student's history of violent behavior for purposes of school safety and/or intervention services for the student, the administration also may convene a meeting to share and discuss such data.
2. The persons present at the meeting may have access to the data described in Section IV.D., above.

G. Law Enforcement Reports

Staff members will be provided with notice of disposition orders or law enforcement reports received by the school district in accordance with Policy 515, Protection and Privacy of Pupil Records. Where appropriate, information obtained from disposition orders or law enforcement reports also may be included in a Notification of Violent Behavior.

V. **MAINTENANCE AND TRANSFER OF RECORDS**

A report, notice, or documentation pertaining to a student with a history of violent behavior are educational records of a student and will be retained, maintained, and transferred to a school or school district in which a student seeks to enroll in accordance with Policy 515, Protection and Privacy of Pupil Records.

VI. PARENTAL OR GUARDIAN NOTICE

- A. The administration will notify parents or guardians annually that the school district gives classroom teachers and other school staff members notice about students' history of violent behavior.
- B. Prior to providing the written notice of a student's violent behavior to classroom teachers and/or school staff members, the administration will inform the student's parent or guardian that such notice will be provided.
- C. Parents or guardians will be given notice that they have the right to review and challenge records or data, including the data documenting the history of violent behavior, in accordance with Policy 515, Protection and Privacy of Pupil Records.

VII. PROFESSIONAL DEVELOPMENT NEEDS

Representatives of the school board and representatives of the teachers will discuss the needs of students and staff. The parties may discuss necessary training which may include training on conflict resolution and positive behavior intervention support and may discuss necessary intervention services such as student behavioral assessments.

Legal References: Minn. Stat. Ch. 13 (~~Compulsory Instruction~~Minnesota Government Data Practices Act)

Minn. Stat. § 120A.22, Subd. 7 (~~School Attendance~~—Education RecordsCompulsory Instruction)

Minn. Stat. § 121A.45 (Grounds for Dismissal)

Minn. Stat. § 121A.64 (Notification Teachers' Legitimate Educational Interest)

Minn. Stat. § 121A.75 (Receipt of Records; Sharing)

Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)

20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

34 C.F.R. §§ 99.1-99.67 (Rules Implementing FERPA)

Minn. Laws 2003, 1st Sp., Ch. 9, Art. 2, § 53

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

5. Approve, on a First and Final Reading, No Changes to Policies 510:
School Activities, 517: *Student Recruiting* and 691: *Educational Research*



**Agenda IV.A.5
May 14, 2026**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Dr. Chris Bellmont, assistant superintendent

Date: May 14, 2026

Re: Approve, on a First and Final Reading, No Changes to Policies 510: *School Activities*, 517: *Student Recruiting* and 691: *Educational Research*

Recommendation: That the Board of Education approve, on a first and final reading, no changes to Policies: 510: *School Activities*, 517: *Student Recruiting* and 691: *Educational Research*

Notes:

The following policies were reviewed during the April 21, 2026 Policy Review Committee meeting as part of a regular review rotation. No changes were recommended at this time.

Adopted: 09/1999 *Burnsville-Eagan-Savage School District Policy 510*
Reviewed: 8/10/2023 PRC 4/21/2026
Revised: 8/24/2023
Rescinds: IGD, IGDD, IGDH and IGDJ & IGDJ-R

510 SCHOOL ACTIVITIES

I. PURPOSE

The purpose of this policy is to impart to students, employees, and the community the school district's policy related to the student activity program.

II. GENERAL STATEMENT OF POLICY

School activities provide additional opportunities for students to pursue special interests that contribute to their physical, mental, social and emotional well-being. They are of secondary importance in relationship to the formal instructional program; however, they complement the instructional program in providing students with additional opportunities for growth and development.

III. GOALS

Co-curricular activities have multiple purposes. The goals listed here serve as ideals in the development of specific procedures in each activity.

- A. To provide students with opportunities to participate in varied activities as resources and facilities permit;
- B. To provide both competitive and noncompetitive programs;
- C. To develop competitive programs that maintain a balance between participation and making a winning effort;
- D. To assist in developing good character and self-discipline in participants;
- E. To teach a knowledge of one's own strengths and weaknesses and how to deal with them;
- F. To teach respect for all people;
- G. To develop an understanding and appreciation of the interpersonal skills required for team or community life;
- H. To teach individual and team skills;
- I. To teach safety and good physical and mental practices;

- J. To take advantage of the opportunities available for students with special interests, talents and abilities;
- K. To instill in students a desire for self-improvement and excellence;
- L. To encourage the highest standards of conduct and scholastic achievement among all participants;
- M. To develop integrity and leadership;
- N. To encourage modesty in victory and graciousness in defeat;
- O. To cooperate with related community programs;
- P. To cooperate with ISD 191 programs at either higher or lower grade levels.

IV. RESPONSIBILITY

- A. The school board expects all students who participate in school sponsored activities to represent the school and community in a responsible manner. All rules pertaining to student conduct and student discipline extend to school activities.
- B. The school board expects all spectators at school sponsored activities, including caregivers, employees, and other members of the public, to behave in an appropriate manner at those activities. Students and employees may be subject to discipline and caregivers and other spectators may be subject to sanctions for engaging in misbehavior or inappropriate, illegal or unsportsmanlike behavior at these activities or events.
- C. The superintendent or designee shall be responsible for disseminating information needed to inform students, caregivers, staff, and the community of the opportunities available within the school activity program and the rules of participation.
- D. Those students who participate in Minnesota State High School League (MSHSL) activities must also abide by the league rules. Those employees who conduct MSHSL activities shall be responsible for familiarizing students and caregivers with all applicable rules, penalties, and opportunities.
- E. The school board will ensure that any funds raised for extracurricular activities will be spent only on extracurricular activities.

Legal References: Minn. Stat. § 123B.49 (Extracurricular Activities; Insurance)

Cross References: Burnsville-Eagan-Savage School District Policy 422 (Policies Incorporated by Reference)

Burnsville-Eagan-Savage School District Policy 503 (Student Attendance)
Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
Burnsville-Eagan-Savage School District Policy 511 (Student Fundraising)
Burnsville-Eagan-Savage School District Policy 609: (Religion) MSBA
Burnsville-Eagan-Savage School District Policy 713 (Student Activity
Accounting)

Adopted: 4/1981
 Reviewed: ~~PRC 4/21/261/26/2023~~
 Revised: 2/9/2023
 Rescinds: IGDK

Burnsville-Eagan-Savage School District Policy 517

517 STUDENT RECRUITING

I. PURPOSE

The purpose of this policy is to prevent school district employees from exerting undue influence for purposes of securing or retaining the attendance of a student in a school.

II. GENERAL STATEMENT OF POLICY

- A. The school district encourages employees to make available to all interested people information regarding the school district, its schools, programs, policies, and procedures. The purpose of such activity is to assist in the process of fully informed decision-making regarding school enrollment and to enhance the visibility and image of the school district.
- B. At the same time, the school district recognizes that the scope of such activity is limited by statutory authority and bylaws of the Minnesota State High School League. Accordingly, a violation of this policy occurs when employees exert undue influence for purposes of securing or retaining the attendance of a student in a school or to compete with another school district for the enrollment of students.
- C. Employees are further prohibited from encouraging others to engage in such conduct on behalf of the school district.

III. DEFINITION

- A. The terms, “undue influence” or “competing for enrollment,” shall include initiating any oral or written contact with a student from another school district who participates in a school-sponsored sport or activity which solicits the student’s transfer to participate in a sport or activity.
- B. The terms shall also include the awarding of tuition, allowance for board and/or room, allowance for transportation, priority in assignments of jobs, cash or gifts in any form, or any other privilege or consideration if not similarly available to all students.

IV. PROCEDURES

- A. The school board shall adopt, by resolution, specific standards for acceptance and rejection of applications for open enrollment. Standards may include the capacity of a program, class, school building, or the statutory limits to nonresident

enrollment in a particular grade level, or whether the student is currently expelled for (1) possessing a dangerous weapon, as defined under federal law, at a school or school function; (2) possession or using an illegal drug at school or at a school function; (3) selling or soliciting the sale of a controlled substance while at school or at a school function; or committing a first, second or third degree assault as described in state law. Standards for acceptance and rejection of open-enrollment applications are subject to the Graduation Incentives Program and may not include previous academic achievement, athletic or other extracurricular ability, disabling conditions, proficiency in the English language, previous disciplinary proceedings, or the student's district of residence.

- B. Employees who violate the provisions of the policy shall be subject to disciplinary action as appropriate. Any such disciplinary action shall be made pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, school district policies, and the bylaws of the Minnesota High School League, as applicable.

Legal References: Minn. Stat. § 124D.03 (Enrollment Options Program)
 Minn. Stat. § 124D.68 (Graduation Incentives Program)
 Minnesota State High School League Bylaws

Cross References: Burnsville-Eagan-Savage School District Policy 422 (Policies Incorporated by Reference)
 Burnsville-Eagan-Savage School District Policy 509 (Enrollment of Nonresident Students)

Adopted: 4/17/2014 *Burnsville-Eagan-Savage School District Policy 691*
Reviewed: ~~PRC April 21, 2026~~ 10/12/2023
Revised: 10/26/2023
Rescinds:

691 EDUCATIONAL RESEARCH

I. PURPOSE

The purpose of this policy is to establish the authority for the school district to work with other organizations on educational research.

II. GENERAL STATEMENT OF POLICY

- A. The school board recognizes the value of educational research in developing, validating, and standardizing new programs and strategies in education. Our policy is to cooperate as much as possible with colleges, universities, and other responsible parties to promote potentially beneficial research. Such research shall not, however, unduly interfere with the normal operation of the schools, nor infringe upon the privacy of employees or students. Guidelines shall be developed by the administration to implement this policy.
- B. Research must meet the following:
 1. All research projects must have prior approval of the superintendent or designee.
 2. The study must have the potential for making a definite contribution to the education profession in general and/or to the programs of Independent School District 191 in particular.
 3. The study must be feasible to carry out in terms of the amount of time involved, the numbers of teachers and students participating, and the possible expense to the district. It must not impose undue burdens upon students or staff.
 4. There must be a reasonable certainty that no child in Independent School District 191 will suffer educationally as a result of the research. The Protection and Privacy of Pupil Records details rules and regulations for collection and maintenance of school records. Persons wishing to conduct research in Independent School District 191 shall thoroughly review and abide by this policy.
 5. The overall design of the study must be sound and have the potential for successful completion.

6. All information from student records that may be collected or requested for approved research studies will adhere to district policy on protection and privacy of pupil records (Policy 515).

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

Cross References: Burnsville-Eagan-Savage School District Policy 406 (Public and Private Personnel Data)
 Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)
 Burnsville-Eagan-Savage School District Policy 520 (Student Surveys)

6. Approval of Updates to District 191 Easement to the City of Burnsville

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

**Agenda IV.A.6.
May 14, 2026**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Stacey Sovine, executive director of administrative services

Date: May 14, 2026

Re: Approval of Updates to District 191 Easement to the City of Burnsville

Recommendation: That the Board of Education approve updates to the District 191 Easement to the city of Burnsville.

Notes:

This is an update to largely the same as the original easement that was approved in 2001, but with the following changes:

- Recitals have been added to give the history on the original easement
- Paragraph 4 on indemnification has been revised to indicate that the obligation to indemnify goes back to the city's initial use of the property, June 26, 2001 – the date of the original easement
- Paragraph 8 was added to indicate that this easement supersedes the original easement.
- Because paragraph 8, in a sense, terminates the original easement, the city needs to consent to the easement. So, a city acceptance has been added to the easement document.
- The legal description has been revised. Changes in include removing approximate acreage, because the easement is smaller due to the dedication of Pleasant Avenue in the PILLSBURY RIDGE plat

(reserved for recording information)

GRANT OF PERMANENT EASEMENT

THIS GRANT OF EASEMENT is made as of _____, 2026, by
INDEPENDENT SCHOOL DISTRICT NO. 191, a Minnesota public school corporation
 (“Grantor”), to the **CITY OF BURNSVILLE**, a Minnesota municipal corporation (“City”).

RECITALS

WHEREAS, Grantor is the owner in fee simple of certain real property located at 202
 Burnsville Parkway West in the City of Burnsville, County of Dakota, State of Minnesota (PID:
 025735001010), which is legally described on Exhibit A attached hereto (“Subject Property”);

WHEREAS, on June 26, 2001, Grantor granted to City a permanent easement over,
 across, on, under, and through a portion of the Subject Property for the construction and
 maintenance of a City park, including landscaping, sculpture, lighting, garden, benches, public
 walkway, signage, and other public purposes (the “Original Easement”), but was not
 immediately recorded and is no longer in a form in which it can be recorded;

WHEREAS, pursuant to the Original Easement, the City has constructed a City park

over that portion of the Subject Property legally described on the attached Exhibit A (“Easement Area”), has erected within the Easement Area a sculpture funded by Dick Ames of Ames Construction and the Burnsville Foundation (the “Ames Sculpture”), and has operated and maintained a City park within the Easement Area; and

WHEREAS, the Grantor and City desire that this instrument supersede and replace the Original Easement.

NOW, THEREFORE, in consideration of the sum of One and No/100ths Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor:

1. Easement. Grantor hereby grants unto the City, its successors and assigns, forever, a permanent easement for a City park, to include landscaping, Ames Sculpture, lighting, garden, benches public walkway, utilities, signage, and other public purposes, over, across, on, under, and through the Easement Area. This easement shall permanently run with the title to the Subject Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns, including, but without limitation all subsequent owners of the Subject Property and all persons claiming under them. This easement shall include the rights of the City, its contractors, agents, servants, and assigns, to enter upon the easement premises at all reasonable times to construct, reconstruct, inspect, repair, maintain, remove said landscaping, Ames Sculpture, lighting, gardens, benches, signage, public walkway, and utilities over, across, on, under, and through the Subject Property.

2. Maintenance. The City shall be solely responsible for all costs of installation, repair, maintenance, removal and insurance associated with the park, including the landscaping,

Ames Sculpture, lighting, garden, benches, public walkway, utilities, or signage placed in the Easement Area.

3. Use of Subject Property. Grantor hereby agrees that Grantor will not perform or allow or cause the construction of any improvements on the Subject Property which could damage or obstruct the Easement Area or interfere with the City's access to or the City's right to construct, maintain and repair the landscaping, Ames Sculpture, lighting, garden, benches, public walkway, utilities, signage, or other public structures on the Subject Property.

4. Indemnification. The City shall indemnify and hold harmless Grantor against any claim of liability or loss arising from personal injury or property damage resulting from or arising out of the use and occupancy of the Easement Area, from and after June 26, 2001, by the City, its servants or agents, or the public, excepting however, such claims or damages as may be due to or caused by the negligence of either Grantor, its agents, employees, or invitees.

5. Warranty of Title. Grantor represents and warrants to the City that Grantor is the only owner of fee simple title to the Easement Area, and that there are no owners or mortgages, contract for deed, leases, rental agreements, occupancy agreements, or any other encumbrances or verbal or written agreements of any nature whatsoever affecting title to the Easement Area. Grantor, on behalf of itself, its successors and assigns hereby indemnifies and holds harmless the City against and from any and all claims for loss, damage, or expense which may be incurred or asserted by Grantor or any party whose consent is required to be obtained hereunder, in connection with this Grant of Easement or City's use of the Easement Area pursuant to this Grant of Easement.

6. Governing Law. This Grant of Easement shall be construed and governed by the laws of the State of Minnesota.

7. Termination. It is understood by Grantor that in the event the City discontinues its use of the easement area for the intended purposes or permanently removes the Ames Sculpture or otherwise deems the easement no longer necessary, this Grant of Permanent Easement shall become null and void and the City shall forthwith prepare and file of record the necessary document to terminate or vacate this easement.

8. Original Easement. This instrument supersedes and replaces the Original Easement.

IN TESTIMONY WHEREOF, the Grantor hereto has signed this agreement this _____ day of _____, 2026.

**GRANTOR:
INDEPENDENT SCHOOL DISTRICT NO. 191**

By: _____
Its Board Chair

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____ the board chair of Independent School District No. 91, a Minnesota public school corporation, on its behalf.

Notary Public

ACCEPTANCE

The City of Burnsville hereby accepts the foregoing easement.

CITY OF BURNSVILLE

By: _____
Elizabeth B. Kautz, Mayor

By: _____
Gregg Lindberg, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Elizabeth B. Kautz and Gregg Lindberg, the mayor and city manager, respectively, of City of Burnsville, a Minnesota municipal corporation, on its behalf.

Notary Public

DRAFTED BY:
Campbell Knutson
Professional Association (CAH)
Grand Oak Office Center
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
(651) 452-5000

EXHIBIT "A"
to
GRANT OF EASEMENT

Legal Description of Subject Property:

Lot 1, Block 1, PILLSBURY RIDGE, Dakota County, Minnesota, according to the recorded plat thereof.

Legal Description of Easement Area:

That part of Lot 1, Block 1, PILLSBURY RIDGE, Dakota County, Minnesota, according to the recorded plat thereof, lying southerly of a line described as follows:

Commencing at the most southerly corner of said Lot 1; thence northeasterly along the southeasterly line of said Lot 1, a distance of 125.00 feet to the beginning of the line to be described; thence northwesterly deflecting to the left 90 degrees 00 minutes, 00 seconds, a distance of 15.00 feet; thence westerly a distance of 80.97 feet along a tangential curve to the left having a central angle of 55 degrees 40 minutes 25 seconds; thence westerly, tangent to said curve, a distance of 80.97 feet, more or less, to the intersection of the west line of said Lot 1, and said line there terminating.

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.

May 14, 2026 Board Meeting

Board Members' Questions and Staff Responses regarding BoardBook materials

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(BHS Presentation)

Board Member Question	Staff Response
The 2025 graduation rates by race/ethnicity are different in the May 14th slide compared to the April 23rd presentation. For example, the April 23rd presentation reported that our Native/Indigenous students had a graduate percentage of 67%. This May 14th presentation lists zero (as in, zero total students). Our Asian students are listed here as having a grad rate of 87.9% whereas that number was 85% in April. Could you please comment on the difference - e.g. the May 14th percentages are BHS only and the April 23rd percentages included BAHS? For 9th Grade Academy: Please provide examples of how "Engage families in student learning" is different than it would be without the Academy model. On the slide for 9th Grade Core Content results: there is a consistent drop each year between 1st Semester and 2nd Semester for most subjects. What drives this decrease <u>within</u> the year?	Director Oftedahl and Dr. Lowe are engaged in a deep data dive around this discrepancy from April to May. Some conclusions they have arrived at: • The slideshow for the May 14th Burnsville School Report is accurate and aligned with the public facing data. • The discrepancy in the April data is likely due to the timeline and methods for how/when the initial data was reported, initially, from the MN Department of Education (MDE) to the district. • They will continue to learn how/why that data was discrepant and adjust our systems, for the future, accordingly. • The graduation rate slide has been updated to reflect the most current data from MDE. Examples include dedicated team time to engage families through phone calls, emails, and parent square. Our Fall and Spring conference time allows for regular dialogue with families and the whole grade 9 team. Trend data does signal that grade 9 students are less likely to be successful in semester 2 than semester 1. This trend is unacceptable and it should not continue. Some structural changes that we are working on to change this trajectory: • Working with teachers to have strong scope and sequence for a guaranteed and viable Tier 1 instruction. • Looking at our student cohort groups and ensuring maximum amount of continuity amongst peer and teacher relationships. • Increasing rigorous learning procedures and commitments and supports throughout the school year, especially at the semesters. • Working with teachers, systematically, to assess their student performance and proactively intervene.

(OPEB Presentation)

Board Member Question	Staff Response
Would it be possible to see an estimate of what the portfolio performance would have been if we had invested according to the proposed portfolio mix? For the current 30/70 portfolio mix - when was the last time the Board reviewed this specific allocation decision? I know we get updates on performance each year but when was the last time the Board made an allocation review/decision like what could come out of this work session?	If the District had invested 40% equity instead of 30%, returns last year would have been approximately 1% higher 10 years ago the policy changed from a 30% equity maximum to a 31% maximum only because the account got just over 30% and it was too costly to reallocate. I can't find anything older than 2015 so it's likely the policy was adopted in 2005 with the 30% maximum. Each year we review the account performance and allocations with the investment advisors.

1. Coach Pay Rates for the 2026-2027 School Year

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

**Agenda IV.B.1.
May 14, 2026**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Stacey Sovine, executive director of administrative services

Date: May 14, 2026

Re: Coach Pay Rates for the 2026-2027 School Year

Recommendation: That the Board of Education approves the following rates of pay for coaches for the 2026-2027 school year.

Notes:

Effective July 1, 2026, coach stipends for sports covered under the Minnesota State High School League will no longer be a part of the Burnsville Education Association Collective Bargaining Agreement. Therefore, on an annual basis the Athletic Director will determine rates that align with other districts within our conference and are financially sustainable. Stipend amounts have not been increased in a decade. The new stipend amounts were developed by seeking the average stipend amount within the South Suburban Conference.

Activity	HS Head	HS ASST	MS Head	MS ASST
Basketball	\$ 8,000.00	\$ 5,600.00	\$ 4,400.00	\$ 2,700.00
Wrestling	\$ 8,000.00	\$ 5,600.00	\$ 4,400.00	\$ 2,700.00
Danceline, Comp	\$ 8,000.00	\$ 5,600.00	\$ 4,400.00	\$ 2,700.00
Hockey	\$ 8,000.00	\$ 5,600.00	\$ 4,400.00	\$ 2,700.00
Football	\$ 8,000.00	\$ 5,600.00	\$ 4,400.00	\$ 2,700.00
Volleyball	\$ 7,500.00	\$ 5,300.00	\$ 3,800.00	\$ 2,300.00
Swimming	\$ 7,500.00	\$ 5,300.00	\$ 3,800.00	\$ 2,300.00
Athletic Coordinator	\$ 7,000.00	\$ 4,900.00	\$ 4,400.00	\$ 2,700.00
Baseball	\$ 7,000.00	\$ 4,900.00	\$ 4,400.00	\$ 2,700.00
Softball	\$ 7,000.00	\$ 4,900.00	\$ 4,400.00	\$ 2,700.00
Weightroom (Seasonal)	\$ 7,000.00	\$ 4,900.00	\$ 4,400.00	\$ 2,700.00
Olympic & Powerlifting	\$ 7,000.00	\$ 4,900.00	\$ 4,400.00	\$ 2,700.00
Soccer	\$ 7,000.00	\$ 4,900.00	\$ 3,800.00	\$ 2,300.00
Track	\$ 7,000.00	\$ 4,900.00	\$ 3,800.00	\$ 2,300.00
Golf	\$ 6,000.00	\$ 4,200.00	\$ 3,800.00	\$ 2,300.00
Adapted Athletic Coordinator	\$ 6,000.00	\$ 4,200.00	\$ 3,800.00	\$ 2,300.00
Tennis	\$ 6,000.00	\$ 4,200.00	\$ 3,100.00	\$ 1,900.00
Slalom Ski	\$ 6,000.00	\$ 4,200.00	\$ 3,100.00	\$ 1,900.00
XC Ski	\$ 6,000.00	\$ 4,200.00	\$ 3,100.00	\$ 1,900.00
Lacrosse	\$ 6,000.00	\$ 4,200.00	\$ 3,100.00	\$ 1,900.00
Badminton	\$ 6,000.00	\$ 4,200.00	\$ 2,800.00	\$ 1,700.00
Cheer	\$ 6,000.00	\$ 4,200.00	\$ 2,800.00	\$ 1,700.00
XC Run	\$ 6,000.00	\$ 4,200.00	\$ 2,800.00	\$ 1,700.00
Equipment Manager	\$ 5,000.00	\$ 3,500.00	\$ 3,100.00	\$ 1,900.00
Athletic Director (MS - Seasonal)	\$ -	\$ -	\$ 4,400.00	\$ 2,700.00

2. Proposed Adoption of the Terms and Conditions of Employment for
Unaffiliated Employees of Independent School District #191

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Speaker(s): Dr. Latanya Daniels, Superintendent

**Agenda IV.B.2.
May 14, 2026**

To: Board of Education

From: Dr. Latanya Daniels, superintendent

Date: May 14, 2026

Re: Proposed Adoption of the Terms and Conditions of Employment for Unaffiliated Employees of Independent School District 191

Recommendation: That the Board of Education approve the proposed language in the 2025-2027 terms and conditions of employment for the unaffiliated employees of Independent School District #191.

Notes:

There are currently 101 Unaffiliated Specialists and Confidential Supervisory employees. The Terms are reviewed and updated on a bi-annual basis. Positions under these Terms are considered At-Will unless a State License is specifically required under statute. Employees under the Terms receive salary packages in alignment with comparable positions in other units, comply under State Pay Equity regulations, and remain competitive with similar positions in education.

Language and Economic terms include:

- Added language on MN Paid Family Leave
- Updated dates

Total

- This round of increased cost is \$1.1 million, for 23-25 the increased cost was \$1.4 million.
- MSBA 8.77%

**2023-2025 - 2027 GENERAL TERMS AND CONDITIONS OF EMPLOYMENT:
UNAFFILIATED SPECIALISTS OR SUPERVISORY EMPLOYEES TIER I**

Purpose. This policy outlines the general terms and conditions of employment for unaffiliated specialists or supervisory employees (“employee” or “employees”) of Independent School District No. 191, Burnsville (“District” or “School Board”). This policy does not create an express or implied contract between any employee and the District. The School Board may modify this policy at any time, without prior notice, as the Board sees fit. The terms and conditions in this policy will remain in effect until the Board modifies this policy.

Unaffiliated/Supervisor Employees. For purposes of this policy, individuals holding any of the following positions are deemed to be “unaffiliated specialists or supervisory employees”:

- Tier I:
- a) Executive Director of Administrative Services, Assistant Superintendent
 - b) Director of Technology, Director of Finance, Director of Communication

At-Will Employment. The employees covered by this policy are employed on an at-will basis regardless of any statements, representations, procedures, or other policies that may be made or promulgated by the District or its agents or representatives. As a result, the District may discipline or discharge an employee as the District sees fit and for any reason that is not unlawful. The District is not required to show cause when disciplining or discharging an employee. Employees may resign from the District at any time and for any reason. This paragraph does not apply to any employee who is required to hold a license from the Minnesota Department of Education or the Minnesota Board of Teaching.

Performance of Duties. Employees must faithfully perform, at a professional level of competence, the services and duties prescribed by the District, regardless of whether such duties are specifically described in this policy, in a job description, in a notice of assignment, or in another document. Prompt and regular attendance is an essential function of each employee’s job. Employees must also comply with all lawful directives issued by the Superintendent or by any other individual with supervisory authority. In addition, employees must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District. Employees may not, directly or indirectly, engage or participate in any action or conduct which conflicts in any respect with the interests of the District. Toward that end, employees may not engage or participate in any action or conduct that is inconsistent with their job duties, the basic educational mission of the District, or the desired image of the District.

Notice of Assignment. The District will give each employee an annual notice of assignment containing additional information about the employee’s position, including the following: (1) the employee’s annual salary; (2) the number of duty days for purposes of daily rate of pay calculations; and (3) whether the position is “exempt” or “non-exempt” under the Fair Labor Standards Act. Tier 1 positions are exempt status under the Fair Labor Standards Act. The employee’s duty year will be twelve months in length, (July 1 to June 30).

- a. **Basic duty day.** The basic duty day for most full-time employees will be eight hours in length, but employees in an exempt position are expected to work the number of hours necessary to perform their job duties and to meet the professional expectations of their job. Additional duty days may be approved by the Superintendent.
- b. **Modification of assignment.** The Superintendent may reassign an employee or modify an employee's assignment at any time and for any reason. In addition, the Superintendent may modify an existing job description for an employee's position or create a new job description at any time.

Individual Contracts. In accordance with Minnesota law, the District will issue an individual contract to each employee who is required to hold a license from the Minnesota Department of Education or the Minnesota Board of Teaching.

Full-Time Employment. For purposes of this policy, a "full-time" employee is one who is assigned to work at least 1450 hours per year according to the notice of assignment issued by the District.

Vacation. Full-time employees 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.

Compensation. The Board will determine the compensation range of each employee covered by this policy. For the ~~2023-2025~~ 2025-2027 school years, the Superintendent will use the following ranges as a guide when determining the compensation of each employee:

2025-2027 Range			
	Minimum	2025-2026 Maximum	2026-2027 Maximum
Tier Ia	\$172,700	\$ 186,200	\$190,500
Tier Ib	\$151,900	\$ 163,500	\$167,300

Additional Compensation. A Tier I employee who has earned a doctorate from an accredited college or university will receive an additional two thousand dollars (\$2,000) per year, if the Board determines that the doctorate relates to the employee's position with the District. If the Board or the Superintendent requires a Tier I employee to work more duty days than the number identified in the employee's notice of assignment (e.g. summer school or special projects), the employee will be paid for the additional duty days at the employee's daily rate of pay or hourly rate of pay, as applicable.

Career Compensation. An employee is eligible for career compensation after completing the appropriate years of service in an Unaffiliated position. Career compensation amounts will be pro-rated for positions that work less than full-time. Career compensation is considered a part of an employee's daily rate of pay. Effective July 1, 2021, the following career compensation amounts apply:

- A. \$1,000 total in the 5th year of employment under Unaffiliated Terms and Conditions of Employment.
- B. \$2,500 total in the 10th year of employment under Unaffiliated Terms and Conditions of Employment.
- C. \$5,000 total in the 15th year of employment under Unaffiliated I (a&b) Terms and Conditions of Employment.

Daily and Hourly Rate of Pay. In the event the District needs to determine a daily rate of pay, 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 full-time employee, the employee's daily rate of pay will be divided by eight hours.

Holidays. In the absence of an emergency or a change in the school calendar, employees are not expected to work on the following paid holidays:

- | | |
|-----------------------|------------------------------|
| 1. New Year's Eve Day | 7. Thanksgiving Day |
| 2. New Year's Day | 8. Day after Thanksgiving |
| 3. Memorial Day | 9. Christmas Eve Day |
| 4. Juneteenth | 10. Christmas Day |
| 5. Independence Day | 11. One (1) Floating Holiday |
| 6. Labor Day | |

Insurance Benefits. As described below, the District will contribute toward the cost of the premium for certain types of insurance for full-time employees who otherwise qualify for and enroll in the insurance policy, plan, or program. The District will select the insurance policies, plans, and programs. To the extent permitted by law, upon separating from employment with the District a former employee may continue to participate in a group health insurance plan, but such participation will be at the former employee's sole expense.

- a. **Single Health and Hospitalization Insurance.** The District will contribute an amount equal to 95% of the composite premium for an employee who enrolls the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- b. **Dependent Health and Hospitalization Insurance.** The District will contribute an amount equal to 83% of the composite premium for an employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- c. **Both Spouses Employed.** If an employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife

will contribute an amount equal to 5% of the single composite premium towards family coverage.

- d. **Dental Insurance.** The District will pay 100% of the premium for single or dependent coverage for a full-time employee who elects to participate in the District's group dental plan.
- e. **Group Term Life Insurance.** The District will pay 100% of the premium for a group term life insurance policy with a death benefit of fifty thousand dollars (\$50,000) for each full-time employee who qualifies for life insurance. The District may make arrangements with the carrier to permit Tier I employees to purchase additional coverage up to \$200,000 at their own expense and at such rates and limitations as are provided by the carrier and the District.
- f. **Long-Term Disability (LTD) Insurance.** The District will make an LTD insurance plan available for full-time employees who desire to participate in the plan. Employees eligible to participate in the LTD plan are responsible for paying 100% of the premium taxes through payroll deduction.
- 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.

Sick Leave. Each full-time employee will earn sick leave at the rate of twelve (12) days per school year and may accumulate a maximum of 300 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. Sick leave may not be used to conduct personal business.
- 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.

- 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.

Bereavement Leave. 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.

Personal Leave. An employee may take up to two (2) days of paid personal leave each school year. The employee must obtain permission from his/her supervising administrator to take personal leave on a given day. The Superintendent or the supervising administrator may deny any request for personal leave at a given time based upon the Superintendent's or administrator's assessment of the needs of the District. Days of personal leave do not accumulate and will be forfeited if they are not used. Upon

separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of personal leave.

Jury Duty. An employee who is called for jury duty will be reimbursed for the difference between the amount paid for serving on the jury and the employee's regular salary during the period of service. To the extent possible, employees will be expected to report or otherwise perform their regular duties when temporarily excused from attending court.

Religious Leave. Persons absent for religious observance may exchange a maximum of two (2) days of sick leave 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. The employee must obtain permission from his/her supervising administrator to take Religious leave on a given day.

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.

Sick Leave Credit. If an employee is enrolled in the district's group insurance plan and has at least five (5) sick days available from the previous fiscal year, at the beginning of each fiscal year, five (5) sick days will be converted to the equivalent of five (5) days of the employee's daily rate of pay and contributed into the employee's HRA account.

Expense Reimbursement. The District will reimburse employees for mileage and reasonable expenses of job related activities. The District shall provide a monthly allowance of Two Hundred Dollars and No Cents (\$200.00) for business use of the employee's private automobile, pursuant to M.S. §471.665, Subd. 1. Employees may be given time to participate in professional conferences and seminars, and will be reimbursed for reasonable expenses associated with attending such conferences and seminars, provided that the conference or seminar was approved in advance by the supervising administrator or the Superintendent. To obtain reimbursement, employees must submit the required forms in accordance with School Board policy.

Tuition Reimbursement. Employees are eligible for up to one thousand dollars (\$1,000) in tuition reimbursement per school year for post-graduate coursework that is germane to their assignment and benefits the District. All coursework must be preapproved by the Executive Director of Administrative Services. All employees must submit appropriate documentation to the District showing that the employee earned a grade of B or higher, or a passing grade in a pass/fail system, in order to be eligible for tuition reimbursement.

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

Matching Contribution Eligibility. Employees may participate in a tax- sheltered annuity (TSA) pursuant to United States Public Law No. 87-370, Minnesota Statutes section 123B.02, subdivision 15, and School District policy. To the extent permitted by federal and state law, including Minnesota Statutes section 356.24, the District will match up to \$3,750 per year to an approved Minnesota deferred compensation program. After successfully completing one fiscal year of employment, the District will match up to \$4,250 per year for employees. Part-time employees will receive a pro-rated contribution to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1. Effective July 1, 2026 the District will match up to \$4,000 per year to an approved Minnesota deferred compensation program for an employee who is in their first year of employment with the District. After the employee has completed one year of service, the District will match up to \$4,750 per year to an approved Minnesota deferred compensation program.

- a. **Employees on Leave.** An employee on an unpaid leave of absence is not eligible to participate in the plan.
- b. **Plan Year Begins July 1.** The annual year for the School District contributions is July 1 through June 30. Changes in District matching amounts must occur on July 1 of each year.
- c. **Employee Application.** Employees must apply to participate in the eligible TSA plan by July 1 for upcoming school year. Once an eligible employee elects to participate in the TSA investment program, the election will remain in effect for that school year and for each subsequent year unless modified by the employee.
- d. **Compliance with Federal and State Laws.** The plan is subject to applicable code provisions of the Minnesota Statutes, IRS Code Section 403(b).
- e. **Enrollment Limited to Participating Companies.** Tax sheltered annuity purchases will be limited to companies approved by the District.

Minnesota Paid Leave.

1. 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. Employees are covered under this new statute. Given that the statute may undergo multiple revisions during its implementation, this language allows all individuals 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.

2. Premium Contribution

- a. 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.

3. Non-Supplementation of State Benefits

- a. 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.

4. 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.

5. Relationship to Federal FMLA

Leave required by the federal Family and Medical Leave Act (FMLA) will, as permitted by law, run concurrently with the new state benefit.

Independent School District No. 191 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, or age.

**2023-2025 - 2027 GENERAL TERMS AND CONDITIONS OF EMPLOYMENT:
UNAFFILIATED SPECIALISTS OR SUPERVISORY EMPLOYEES TIER II**

Purpose. This policy outlines the general terms and conditions of employment for unaffiliated specialists or supervisory employees (“employee” or “employees”) of Independent School District No. 191, Burnsville (“District” or “School Board”). This policy does not create an express or implied contract between any employee and the District. The School Board may modify this policy at any time, without prior notice, as the Board sees fit. The terms and conditions in this policy will remain in effect until the Board modifies this policy.

Unaffiliated/Supervisor Employees. For purposes of this policy, individuals holding any of the following positions are deemed to be “unaffiliated specialists or supervisory employees”:

- Tier II:
- a) Finance Controller; SISA Coordinator; Multilingual Coordinator; Coordinator of Instructional Technology; Student Systems Coordinator, Assistant Director of Food Services, Assistant Director of HR
 - b) Human Resources Coordinator; Communications Coordinator; Coordinator of Community Engagement; Coordinator of Facilities, EOP, and Advertising; Coordinator of Adult Enrichment, Communications, AWD, Assistant Director of Food Services
 - c) Senior Center Manager; Coordinator of Youth Services and Credit Recovery; Community Engagement Specialist; School Age Care Coordinator; Registrar; College & Career Specialist; HR Benefits Specialist; Communications Specialist; Student Services Acct Specialist; Food Services Coordinator; CE Program Leads, Early Learning Sup Specialist
 - d) CE Site Leads; Finance Accountant

At-Will Employment. The employees covered by this policy are employed on an at-will basis regardless of any statements, representations, procedures, or other policies that may be made or promulgated by the District or its agents or representatives. As a result, the District may discipline or discharge an employee as the District sees fit and for any reason that is not unlawful. The District is not required to show cause when disciplining or discharging an employee. Employees may resign from the District at any time and for any reason. This paragraph does not apply to any employee who is required to hold a license from the Minnesota Department of Education or the Minnesota Board of Teaching.

Performance of Duties. Employees must faithfully perform, at a professional level of competence, the services and duties prescribed by the District, regardless of whether such duties are specifically described in this policy, in a job description, in a notice of assignment, or in another document. Prompt and regular attendance is an essential function of each employee’s job. Employees must also comply with all lawful directives issued by the Superintendent or by any other individual with supervisory authority. In addition, employees must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District. Employees may not, directly or indirectly, engage or participate in any action or conduct which conflicts in any respect with the interests of the District. Toward that end, employees may not engage or participate in any action or conduct that is

inconsistent with their job duties, the basic educational mission of the District, or the desired image of the District.

Notice of Assignment. The District will give each employee an annual notice of assignment containing additional information about the employee's position, including the following: (1) the employee's annual salary; (2) the number of duty days for purposes of daily rate of pay calculations; and (3) whether the position is "exempt" or "non-exempt" under the Fair Labor Standards Act. Tier 2 positions are exempt status under the Fair Labor Standards Act. The employee's duty year will be twelve months in length, (July 1 to June 30).

- a. **Basic duty day.** The basic duty day for most full-time employees will be eight hours in length, but employees in an exempt position are expected to work the number of hours necessary to perform their job duties and to meet the professional expectations of their job. Additional duty days may be approved by the Superintendent.
- b. **Modification of assignment.** The Superintendent may reassign an employee or modify an employee's assignment at any time and for any reason. In addition, the Superintendent may modify an existing job description for an employee's position or create a new job description at any time.

Individual Contracts. In accordance with Minnesota law, the District will issue an individual contract to each employee who is required to hold a license from the Minnesota Department of Education or the Minnesota Board of Teaching.

Full-Time Employment. For purposes of this policy, a "full-time" employee is one who is assigned to work at least 1450 hours per year according to the notice of assignment issued by the District.

Vacation. Full-time employees 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.

Compensation. The Board will determine the compensation range of each employee covered by this policy. For the ~~2023-2025~~ 2025-2027 school years, the Superintendent will use the following ranges as a guide when determining the compensation of each employee:

2025.2026	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3
II	IIa	Finance Controller; SISA Coordinator; Multilingual Coordinator; Coordinator of Instructional Technology; Student Systems Coordinator; Assistant Director of Food Services	\$ 101,100	\$ 110,400	\$ 119,700
	IIb	Human Resources Coordinator; Communications Coordinator; Coordinator of Community Engagement; Coordinator of Facilities, EOP, and Advertising; Coordinator of Adult Enrichment Communications, AWD	\$ 81,900	\$ 87,000	\$ 92,100
	IIc	Senior Center Manager; Coordinator of Youth Services and Credit Recovery; Community Engagement Specialist; School Age Care Coordinator; Registrar; College & Career Specialist; HR Benefits Specialist; Communications Specialist; Food Services Coordinator; CE Program Leads, Early Learning Sup Specialist	\$ 69,300	\$ 76,800	\$ 84,200
	IId	CE Site Leads; Finance Accountant	\$ 51,200	\$ 57,800	\$ 64,500
2026.2027	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3
II	IIa	Finance Controller; Coordinator of Instructional Technology; Student Systems Coordinator; Assistant Director of Food Services; Assistant Director of HR	\$ 103,500	\$ 113,000	\$ 122,500
	IIb	Human Resources Coordinator; Communications Coordinator; Coordinator of Community Engagement; Coordinator of Facilities, EOP, and Advertising; Coordinator of Adult Enrichment Communications, AWD	\$ 83,800	\$ 89,100	\$ 94,300
	IIc	Senior Center Manager; Coordinator of Youth Services and Credit Recovery; Community Engagement Specialist; School Age Care Coordinator; Registrar; HR Benefits Specialist; Communications Specialist; Food Services Coordinator; CE Program Leads, Early Learning Sup Specialist	\$ 73,800	\$ 81,800	\$ 89,600
	IId	CE Site Leads; Finance Accountant	\$ 52,400	\$ 59,200	\$ 66,000

Additional Compensation. A Tier II employee who has earned a doctorate from an accredited college or university will receive an additional two thousand dollars (\$2,000) per year, if the Board determines that the doctorate relates to the employee's position with the District. If the Board or the Superintendent requires a Tier II employee to work more duty days than the number identified in the employee's notice of assignment (e.g. summer school or special projects), the employee will be paid for the additional duty days at the employee's daily rate of pay or hourly rate of pay, as applicable.

Career Compensation. An employee is eligible for career compensation after completing the appropriate years of service in an Unaffiliated position. Career compensation amounts will be pro-rated for positions that work less than full-time. Career compensation is considered a part of an employee's daily rate of pay. Effective July 1, 2021, the following career compensation amounts apply:

- A. \$1,000 total in the 5th year of employment under Unaffiliated Terms and Conditions of Employment.
- B. \$2,500 total in the 10th year of employment under Unaffiliated Terms and Conditions of Employment.

C. \$5,000 total in the 15th year of employment under Unaffiliated II(a&b) Terms and Conditions of Employment.

Daily and Hourly Rate of Pay. In the event the District needs to determine a daily rate of pay, 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 full-time employee, the employee's daily rate of pay will be divided by eight hours.

Holidays. In the absence of an emergency or a change in the school calendar, employees are not expected to work on the following paid holidays:

- | | |
|-----------------------|------------------------------|
| 1. New Year's Eve Day | 7. Thanksgiving Day |
| 2. New Year's Day | 8. Day after Thanksgiving |
| 3. Memorial Day | 9. Christmas Eve Day |
| 4. Juneteenth | 10. Christmas Day |
| 5. Independence Day | 11. One (1) Floating Holiday |
| 6. Labor Day | |

Insurance Benefits. As described below, the District will contribute toward the cost of the premium for certain types of insurance for full-time employees who otherwise qualify for and enroll in the insurance policy, plan, or program. The District will select the insurance policies, plans, and programs. To the extent permitted by law, upon separating from employment with the District a former employee may continue to participate in a group health insurance plan, but such participation will be at the former employee's sole expense.

- a. **Single Health and Hospitalization Insurance.** The District will contribute an amount equal to 95% of the composite premium for an employee who enrolls the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- b. **Dependent Health and Hospitalization Insurance.** The District will contribute an amount equal to 83% of the composite premium for an employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- c. **Both Spouses Employed.** If an employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.

- d. **Dental Insurance.** The District will pay 100% of the premium for single or dependent coverage for a full-time employee who elects to participate in the District's group dental plan.
- e. **Group Term Life Insurance.** The District will pay 100% of the premium for a group term life insurance policy with a death benefit of fifty thousand dollars (\$50,000) for each full-time employee who qualifies for life insurance. The District may make arrangements with the carrier to permit Tier II employees to purchase additional coverage up to \$100,000 at their own expense and at such rates and limitations as are provided by the carrier and the District.
- f. **Long-Term Disability (LTD) Insurance.** The District will make an LTD insurance plan available for full-time employees who desire to participate in the plan. Employees eligible to participate in the LTD plan are responsible for paying 100% of the premium taxes through payroll deduction.
- 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.

Sick Leave. Each full-time employee will earn sick leave at the rate of twelve (12) days per school year and may accumulate a maximum of 300 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. Sick leave may not be used to conduct personal business.
- 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.

- 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.

Bereavement Leave. 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.

Personal Leave. An employee may take up to two (2) days of paid personal leave each school year. The employee must obtain permission from his/her supervising administrator to take personal leave on a given day. The Superintendent or the supervising administrator may deny any request for personal leave at a given time based upon the Superintendent's or administrator's assessment of the needs of the District. Days of personal leave do not accumulate and will be forfeited if they are not used. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of personal leave.

Jury Duty. An employee who is called for jury duty will be reimbursed for the difference between the amount paid for serving on the jury and the employee's regular salary during the period of service. To the extent possible, employees will be expected to report or otherwise perform their regular duties when temporarily excused from attending court.

Religious Leave. Persons absent for religious observance may exchange a maximum of two (2) days of sick leave 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. The employee must obtain permission from his/her supervising administrator to take Religious leave on a given day.

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.

Sick Leave Credit. If an employee is enrolled in the district's group insurance plan and has at least five (5) sick days available from the previous fiscal year, at the beginning of each fiscal year, five (5) sick days will be converted to the equivalent of five (5) days of the employee's daily rate of pay and contributed into the employee's HRA account.

Expense Reimbursement. Employees may be given time to participate in professional conferences and seminars, and will be reimbursed for reasonable expenses associated with attending such conferences and seminars, provided that the conference or seminar was approved in advance by the supervising administrator or the Superintendent. To obtain reimbursement, employees must submit the required forms in accordance with School Board policy.

Tuition Reimbursement. Employees are eligible for up to one thousand dollars (\$1,000) in tuition reimbursement per school year for graduate coursework that is germane to their assignment and benefits the District. All coursework must be preapproved by the Executive Director of Administrative Services. All employees must submit appropriate documentation to the District showing that the employee earned a grade of B or higher, or a passing grade in a pass/fail system, in order to be eligible for tuition reimbursement.

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

Matching Contribution Eligibility. Employees may participate in a tax- sheltered annuity (TSA) pursuant to United States Public Law No. 87-370, Minnesota Statutes section 123B.02, subdivision 15, and School District policy. To the extent permitted by federal and state law, including Minnesota Statutes section 356.24, the District will match up to \$3,750 per year to an approved Minnesota

deferred compensation program. After successfully completing one fiscal year of employment, the District will match up to \$4,250 per year for employees. Part-time employees will receive a pro-rated contribution to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1. Effective July 1, 2026 the District will match up to \$4,000 per year to an approved Minnesota deferred compensation program for an employee who is in their first year of employment with the District. After the employee has completed one year of service, the District will match up to \$4,500 per year to an approved Minnesota deferred compensation program.

- a. **Employees on Leave.** An employee on an unpaid leave of absence is not eligible to participate in the plan.
- b. **Plan Year Begins July 1.** The annual year for the School District contributions is July 1 through June 30. Changes in District matching amounts must occur on July 1 of each year.
- c. **Employee Application.** Employees must apply to participate in the eligible TSA plan by July 1 for upcoming school year. Once an eligible employee elects to participate in the TSA investment program, the election will remain in effect for that school year and for each subsequent year unless modified by the employee.
- d. **Compliance with Federal and State Laws.** The plan is subject to applicable code provisions of the Minnesota Statutes, IRS Code Section 403(b).
- e. **Enrollment Limited to Participating Companies.** Tax sheltered annuity purchases will be limited to companies approved by the District.

Minnesota Paid Leave.

1. 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. Employees are covered under this new statute. Given that the statute may undergo multiple revisions during its implementation, this language allows all individuals 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.

2. Premium Contribution

- a. 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.

3. Non-Supplementation of State Benefits

- a. 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.

4. 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.

5. 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.

Independent School District No. 191 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, or age.

**2023-2025-2027 GENERAL TERMS AND CONDITIONS OF EMPLOYMENT:
UNAFFILIATED SPECIALISTS TIER III**

Purpose. This policy outlines the general terms and conditions of employment for unaffiliated specialists employees (“employee” or “employees”) of Independent School District No. 191, Burnsville (“District” or “School Board”). This policy does not create an express or implied contract between any employee and the District. The School Board may modify this policy at any time, without prior notice, as the Board sees fit. The terms and conditions in this policy will remain in effect until the Board modifies this policy.

Unaffiliated Employees. For purposes of this policy, individuals holding any of the following positions are deemed to be “unaffiliated specialists employees”:

- Tier III:
- a) Behavior Analyst (Certified), Dean (w/Admin License only), Registered Nurse (RN), Alcohol & Drug Counselor
 - b) Behavior Specialist (Non-Certified), Dean (Non-Licensed), Licensed Practical Nurse (LPN), Speech Language Assistant, Specialist of American Indian Culture
 - c) CE Associates, Registered Behavioral Technician

At-Will Employment. The employees covered by this policy are employed on an at-will basis regardless of any statements, representations, procedures, or other policies that may be made or promulgated by the District or its agents or representatives. As a result, the District may discipline or discharge an employee as the District sees fit and for any reason that is not unlawful. The District is not required to show cause when disciplining or discharging an employee. Employees may resign from the District at any time and for any reason. This paragraph does not apply to any employee who is required to hold a license from the Minnesota Department of Education or the Minnesota Board of Teaching.

Performance of Duties. Employees must faithfully perform, at a professional level of competence, the services and duties prescribed by the District, regardless of whether such duties are specifically described in this policy, in a job description, in a notice of assignment, or in another document. Prompt and regular attendance is an essential function of each employee’s job. Employees must also comply with all lawful directives issued by the Superintendent or by any other individual with supervisory authority. In addition, employees must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District. Employees may not, directly or indirectly, engage or participate in any action or conduct which conflicts in any respect with the interests of the District. Toward that end, employees may not engage or participate in any action or conduct that is inconsistent with their job duties, the basic educational mission of the District, or the desired image of the District.

Notice of Assignment. The District will give each employee an annual notice of assignment containing additional information about the employee’s position, including the following:
(1) the employee’s annual salary or hourly wage; (2) the number of duty days required of the position; and (3) whether the position is “exempt” or “non-exempt” under the Fair Labor Standards Act.

- a. **Basic duty day.** The basic duty day for most full-time employees will be eight hours in length, but employees in an exempt position are expected to work the number of hours necessary to perform their job duties and to meet the professional expectations of their job. Employees are paid based only upon the number of duty days they work. Additional duty days may be approved by the Superintendent. Unauthorized additional duty days will not be compensated.
- b. **Overtime.** Hours worked beyond a forty-hour workweek will not constitute overtime and will not result in any overtime pay or any other form of additional compensation for employees who hold an exempt position under the FLSA. Employees who hold a non-exempt position will receive one and one-half (1.5) times their regular rate of pay for all time worked in excess of forty (40) hours per week. Non-Duty days and paid holiday hours will not be counted as hours worked when determining overtime obligations in a given week. Beyond the basic duty day, all employees may be required to attend and participate in meetings and school-sponsored events and activities.
- c. **Modification of assignment.** The Superintendent may reassign an employee or modify an employee's assignment at any time and for any reason. In addition, the Superintendent may modify an existing job description for an employee's position or create a new job description at any time.

Individual Contracts. In accordance with Minnesota law, the District will issue an individual contract to each employee who is required to hold a license from the Minnesota Department of Education or the Minnesota Board of Teaching.

Full-Time Employment. For purposes of this policy, a "full-time" employee is one who is assigned to work at least 1450 hours per year according to the notice of assignment issued by the District.

Step Placement/Advancement.

- a. New hires or employees who are assigned to a different position shall be placed at an initial step level, as determined by the School District, based on the employee's background and experience.
- b. Employees shall be eligible for step advancement, as determined by the School District, based on assessment of the employee's performance and completion of 1104 hours worked. Step advancement shall be determined on July 1 of each fiscal year. Employees hired prior to January 1 shall be eligible for step advancement on July 1. Employees hired after January 1 shall not be eligible for step advancement until July 1 of the following calendar year.

Compensation. The Board will determine the compensation range of each employee covered by this policy. For the ~~2023-2025~~ 2025-2027 school years, the Superintendent will use the following ranges as a guide when determining the compensation of each employee:

2025.2026	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3	Step 4
III (a&b)	IIIa No BA	Behavior Analyst (Certified), Dean (w/Admin License only), Registered Nurse (RN), Alcohol & Drug Counselor	\$ 61,400	\$ 66,500	\$ 71,700	\$ 74,700
	IIIa BA		\$ 76,800	\$ 81,900	\$ 87,000	\$ 90,100
	IIIa MA+		\$ 80,900	\$ 86,000	\$ 91,100	\$ 94,200
	IIIb No BA	Behavior Specialist (Non-Certified), Dean (Non-Licensed), Licensed Practical Nurse (LPN), Speech Language Assistant, Specialist of American Indian Culture	\$ 47,900	\$ 53,200	\$ 58,600	\$ 63,900
	IIIb BA		\$ 63,900	\$ 69,200	\$ 74,500	\$ 77,800
	IIIb MA+		\$ 68,200	\$ 73,500	\$ 78,800	\$ 82,000
2026.2027	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3	Step 4
III (a&b)	IIIa No BA	Behavior Analyst (Certified), Dean (w/Admin License only), Registered Nurse (RN), Alcohol & Drug Counselor	\$ 62,900	\$ 68,100	\$ 73,400	\$ 76,500
	IIIa BA		\$ 78,600	\$ 83,800	\$ 89,100	\$ 92,200
	IIIa MA+		\$ 82,800	\$ 88,000	\$ 93,200	\$ 96,400
	IIIb No BA	Behavior Specialist (Non-Certified), Dean (Non-Licensed), Licensed Practical Nurse (LPN), Speech Language Assistant, Specialist of American Indian Culture	\$ 49,100	\$ 54,500	\$ 60,000	\$ 65,400
	IIIb BA		\$ 65,400	\$ 70,800	\$ 76,300	\$ 79,600
	IIIb MA+		\$ 69,800	\$ 75,200	\$ 80,700	\$ 83,900

2025.2026	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3	Step 4
IIIC	No BA	CE Associates	\$ 20.65	\$ 21.20	\$ 22.10	\$ 23.50
	BA+		\$ 21.65	\$ 22.20	\$ 23.10	\$ 24.50
	No BA	Registered Behavioral Technicians	\$ 23.40	\$ 24.50	\$ 26.05	\$ 29.25
	BA+		\$ 24.40	\$ 25.50	\$ 27.05	\$ 30.25
2026.2027	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3	Step 4
IIIC	No BA	CE Associates	\$ 21.10	\$ 21.65	\$ 22.60	\$ 24.00
	BA+		\$ 22.10	\$ 22.65	\$ 23.60	\$ 25.00
	No BA	Registered Behavioral Technicians	\$ 23.90	\$ 25.05	\$ 26.60	\$ 29.90
	BA+		\$ 24.90	\$ 26.05	\$ 27.60	\$ 30.90

Additional Compensation. If the Board or the Superintendent requires a Tier III employee to work more duty days than the number identified in the employee's notice of assignment (e.g. summer school or special projects), the employee will be paid for the additional duty days at the employee's daily rate of pay or hourly rate of pay, as applicable. A Tier IIIC employee who has earned a Masters Degree from an accredited college or university will annually receive a one thousand (\$1,000) stipend above the base salary, if the Board determines that the degree relates to the employee's position with the District.

Career Compensation. An employee is eligible for career compensation after completing the appropriate years of service in an Unaffiliated position. Career compensation amounts will be pro-rated for positions that work less than full-time. Career compensation is considered a part of an employee's daily rate of pay. Effective July 1, 2021, the following career compensation amounts apply:

- A. \$1,000 total in the 5th year of employment under Unaffiliated III(a&b) Terms and Conditions of Employment.
- B. \$2,500 total in the 10th year of employment under Unaffiliated III(a&b) Terms and Conditions of Employment.
- C. \$5,000 total in the 15th year of employment under Unaffiliated III(a&b) Terms and Conditions of Employment

- D. An additional \$.50 per hour above the base hourly rate in the 5th year of employment under Unaffiliated III(c) Terms and Conditions of Employment.
- E. An additional \$1.50 per hour above the base hourly rate in the 10th year of employment under Unaffiliated III(c) Terms and Conditions of Employment.
- F. An additional \$2.50 per hour above the base hourly rate in the 15th year of employment under Unaffiliated III(c) Terms and Conditions of Employment.

Daily and Hourly Rate of Pay. In the event the District needs to determine a daily rate of pay for a Tier IIIa 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 full-time Tier IIIa employee, the employee's daily rate of pay will be divided by eight hours.

Holidays. In the absence of an emergency or a change in the school calendar, employees are not expected to work on the following holidays:

- | | |
|-----------------------|------------------------------|
| 1. New Year's Eve Day | 7. Thanksgiving Day |
| 2. New Year's Day | 8. Day after Thanksgiving |
| 3. Memorial Day | 9. Christmas Eve Day |
| 4. Juneteenth | 10. Christmas Day |
| 5. Independence Day | 11. One (1) Floating Holiday |
| 6. Labor Day | |

Insurance Benefits. As described below, the District will contribute toward the cost of the premium for certain types of insurance for full-time employees who otherwise qualify for and enroll in the insurance policy, plan, or program. The District will select the insurance policies, plans, and programs. To the extent permitted by law, upon separating from employment with the District a former employee may continue to participate in a group health insurance plan, but such participation will be at the former employee's sole expense.

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

- c. **Both Spouses Employed.** If an employee and their 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.** The District will pay 100% of the premium for a group term life insurance policy with a death benefit of fifty thousand dollars (\$50,000) for each full-time employee who qualifies for life insurance. Tier III employees may purchase additional coverage up to \$100,000 at their own expense and at such rates and limitations as are provided by the carrier and the District.
- f. **Long-Term Disability (LTD) Insurance.** The District will make an LTD insurance plan available for full-time employees who desire to participate in the plan. Employees eligible to participate in the LTD plan are responsible for paying 100% of the premium taxes through payroll deduction.
- 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.

Sick Leave. Each full-time employee will earn sick leave at the rate of twelve (12) days per school year and may accumulate a maximum of 300 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. Sick leave may not be used to conduct personal business.
- 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.

- 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.

Bereavement Leave. 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.

Personal Leave. An employee may take paid personal leave each school year according to the table below. The employee must obtain permission from their 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.

Annual Assigned Hours Thresholds	Personal Days Earned per Threshold Level	Maximum Annual Personal Days
1450 hours	3	3
1600 hours	2	5
1750 hours	5	10
Less than 1450	Prorated based on annual hours / 1450	< 3 days

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.

Religious Leave. Persons absent for religious observance may exchange a maximum of two (2) days of sick leave 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. The employee must obtain permission from their supervising administrator to take Religious leave on a given day.

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.

Sick Leave Credit. If an employee is enrolled in the district's group insurance plan and has at least five (5) sick days available from the previous fiscal year, at the beginning of each fiscal year, five (5) sick days will be converted to the equivalent of five (5) days of the employee's daily rate of pay and contributed into the employee's HRA account.

Expense Reimbursement. The District will reimburse employees for mileage and reasonable expenses of job related activities. Employees may be given time to participate in professional conferences and seminars, and will be reimbursed for reasonable expenses associated with attending such conferences and seminars, provided that the conference or seminar was approved in advance by the supervising administrator or the Superintendent. To obtain reimbursement, employees must submit the required forms in accordance with School Board policy.

Tuition Reimbursement. Tier III employees are eligible for up to one thousand dollars (\$1,000) in tuition reimbursement per school year for graduate coursework that is germane to their assignment and benefits the District. All coursework must be preapproved by the Executive Director of Human Resources. All employees must submit appropriate documentation to the District showing that the

employee earned a grade of B or higher, or a passing grade in a pass/fail system, in order to be eligible for tuition reimbursement. Tier III employees who hold a BA are eligible for up to five thousand dollars (\$5,000) in tuition reimbursement per school year for coursework towards a teaching license in a MN state approved graduate program.

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

Matching Contribution Eligibility. Employees may participate in a tax- sheltered annuity (TSA) pursuant to United States Public Law No. 87-370, Minnesota Statutes section 123B.02, subdivision 15, and School District policy. To the extent permitted by federal and state law, including Minnesota Statutes section 356.24, the District will match up to \$2,500 per year to an approved Minnesota deferred compensation program for an employee who is in their first year of employment with the District. After the employee has completed one year of service, the District will match up to \$3,750 per year to an approved Minnesota deferred compensation program. **Effective July 1, 2026 the District will match up to \$2,750 per year to an approved Minnesota deferred compensation program for an employee who is in their first year of employment with the District. After the employee has completed one year of service, the District will match up to \$4,000 per year to an approved Minnesota deferred compensation program.**

- a. **Employees on Leave.** An employee on an unpaid leave of absence is not eligible to participate in the plan.
- b. **Plan Year Begins July 1.** The annual year for the School District contributions is July 1 through June 30. Changes in District matching amounts must occur on July 1 of each year.
- c. **Employee Application.** Employees must apply to participate in the eligible TSA plan by July 1 for upcoming school year. Once an eligible employee elects to participate in the TSA investment program, the election will remain in effect for that school year and for each subsequent year unless modified by the employee.
- d. **Compliance with Federal and State Laws.** The plan is subject to applicable code provisions of the Minnesota Statutes, IRS Code Section 403(b).
- e. **Enrollment Limited to Participating Companies.** Tax sheltered annuity purchases will be limited to companies approved by the District.

Minnesota Paid Leave.

1. 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. Employees are covered under this new statute. Given that the statute may undergo multiple

revisions during its implementation, this language allows all individuals 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.

2. Premium Contribution

- a. 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.

3. Non-Supplementation of State Benefits

- a. 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.

4. 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.

5. 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.

Independent School District No. 191 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, or age.

ADDENDUM

This Addendum applies to the following employee in their current positions as indicated:

Billie Jean Retzlaff (Behavior Analyst (Certified))

In 2023-2025 the Unaffiliated Terms and Conditions were divided into three distinct policies identified as Tiers. Tier III is for 184 day employees and / or hourly employees. The above employee was previously a Tier II employee eligible for additional compensation for a doctorate. This Addendum is to hold the employee harmless in the transition from Tier II eligibility to the Tier III classification. The terms and conditions of employment for this position will be governed by the 2025-2027 General Terms and Conditions of Employment: Unaffiliated Tier III Employees ("Policy") and any subsequent such policy adopted by the School District. For the employees identified in this Addendum the following provisions apply effective July 1, 2023:

1. **Additional Compensation.** The identified employee has earned a doctorate from an accredited college or university will receive an additional two thousand dollars (\$2,000) per year, if the Board determines that the doctorate relates to the employee's position with the District.

The provisions of this Addendum shall apply to the employee identified herein until they leave their current position or until termination of employment. Upon either of those events, this Addendum shall cease to have any application whatsoever to the employee, the position previously held by the employee, or to the terms and conditions of employment for subsequent employees hired to the position.

This Addendum does not constitute a precedent or past practice, nor shall it have any application to provisions or language in the School District's collective bargaining agreements or policies, except as specifically set forth herein.

3. Resolutions Proposing to Place Continuing Contract Teachers on
Unrequested Leave of Absence at the Conclusion of the 2025-2026 School
Year

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



**Agenda IV.B.3.
May 14, 2026**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Stacey Sovine, executive director of administrative services

Date: May 14, 2026

Re: Resolutions Proposing to Place Continuing Contract Teachers on Unrequested Leave of Absence at the Conclusion of the 2025-2026 School Year

Recommendation: It is the recommendation that the Board of Education adopt the attached resolutions proposing to place the continuing contract teachers on Unrequested Leave of Absence effective at the conclusion of the 2025-2026 school year.

Attachments:
Resolution for A.J.
Resolution for N.D.
Resolution for R.B.



IV. B.3

**RESOLUTION PLACING A CONTINUING CONTRACT TEACHER ON
UNREQUESTED LEAVE OF ABSENCE**

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION PLACING AMANDA JENSEN
ON UNREQUESTED LEAVE
OF ABSENCE for 1.0 OF A FULL-TIME CONTRACT**

WHEREAS, the School Board of Independent School District #191 adopted a resolution proposing placement of Amanda Jensen on unrequested leave of absence on May 14, 2026, on the grounds of discontinuance of position, financial limitations and declining enrollment and

WHEREAS, said written notice of the proposed placement on unrequested leave was received by Amanda Jensen by certified mail on April 14, 2026 and email on April 7, 2026, and

WHEREAS, said written notice of the proposed placement on unrequested leave contained a statement setting forth the reasons for the proposed placement as well as a statement that they were entitled to a hearing before the school board provided they make a request in writing within fourteen days of receipt of said notice, and that if no hearing was requested within said fourteen day period it constituted acquiescence to the school board's proposed action, and

WHEREAS, no written request of any kind was received by the school board or superintendent of schools from Amanda Jensen for a hearing within fourteen days after receipt of proposed letter, and

WHEREAS, said failure to make written request for a hearing within fourteen days after receipt of notice of proposed placement on unrequested leave constitutes acquiescence by Amanda Jensen to their placement on unrequested leave.

BE IT HEREBY RESOLVED, by the School Board of Independent School District #191 that Amanda Jensen be and hereby is placed on unrequested leave of absence for 1.0 of a full-time contract as a teacher of Independent School District #191 on the grounds of declining enrollment and financial limitations, effective at the end of the 2025 – 2026 school year on June 5, 2026 pursuant to Minnesota Statutes, Sec.122A.40 and the BEA Master Agreement without pay or fringe benefits.

BE IT FURTHER RESOLVED, that a notice of placement on unrequested leave, together with a copy of this resolution be forwarded to said teacher personally and that an affidavit of same be placed in personnel file, together with a copy of the notice and resolution.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same: _____

whereupon said resolution was declared duly passed and adopted.



IV. B.3

**RESOLUTION PLACING A CONTINUING CONTRACT TEACHER ON
UNREQUESTED LEAVE OF ABSENCE**

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION PLACING NIAKA DUNBAR
ON UNREQUESTED LEAVE
OF ABSENCE for 1.0 OF A FULL-TIME CONTRACT**

WHEREAS, the School Board of Independent School District #191 adopted a resolution proposing placement of Niaka Dunbar on unrequested leave of absence on May 14, 2026, on the grounds of discontinuance of position, financial limitations and declining enrollment and

WHEREAS, said written notice of the proposed placement on unrequested leave was received by Niaka Dunbar by certified mail on April 14, 2026 and email on April 7, 2026, and

WHEREAS, said written notice of the proposed placement on unrequested leave contained a statement setting forth the reasons for the proposed placement as well as a statement that they were entitled to a hearing before the school board provided they make a request in writing within fourteen days of receipt of said notice, and that if no hearing was requested within said fourteen day period it constituted acquiescence to the school board's proposed action, and

WHEREAS, no written request of any kind was received by the school board or superintendent of schools from Niaka Dunbar for a hearing within fourteen days after receipt of proposed letter, and

WHEREAS, said failure to make written request for a hearing within fourteen days after receipt of notice of proposed placement on unrequested leave constitutes acquiescence by Niaka Dunbar to their placement on unrequested leave.

BE IT HEREBY RESOLVED, by the School Board of Independent School District #191 that Niaka Dunbar be and hereby is placed on unrequested leave of absence for 1.0 of a full-time contract as a teacher of Independent School District #191 on the grounds of declining enrollment and financial limitations, effective at the end of the 2025 – 2026 school year on June 5, 2026 pursuant to Minnesota Statutes, Sec.122A.40 and the BEA Master Agreement without pay or fringe benefits.

BE IT FURTHER RESOLVED, that a notice of placement on unrequested leave, together with a copy of this resolution be forwarded to said teacher personally and that an affidavit of same be placed in personnel file, together with a copy of the notice and resolution.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same: _____

whereupon said resolution was declared duly passed and adopted.



IV. B.3

**RESOLUTION PLACING A CONTINUING CONTRACT TEACHER ON
UNREQUESTED LEAVE OF ABSENCE**

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION PLACING REBECCA BESEMAN
ON UNREQUESTED LEAVE
OF ABSENCE for 1.0 OF A FULL-TIME CONTRACT**

WHEREAS, the School Board of Independent School District #191 adopted a resolution proposing placement of Rebecca Beseman on unrequested leave of absence on May 14, 2026, on the grounds of discontinuance of position, financial limitations and declining enrollment and

WHEREAS, said written notice of the proposed placement on unrequested leave was received by Rebecca Beseman by certified mail on April 14, 2026 and email on April 7, 2026, and

WHEREAS, said written notice of the proposed placement on unrequested leave contained a statement setting forth the reasons for the proposed placement as well as a statement that they were entitled to a hearing before the school board provided they make a request in writing within fourteen days of receipt of said notice, and that if no hearing was requested within said fourteen day period it constituted acquiescence to the school board's proposed action, and

WHEREAS, no written request of any kind was received by the school board or superintendent of schools from Rebecca Beseman for a hearing within fourteen days after receipt of proposed letter, and

WHEREAS, said failure to make written request for a hearing within fourteen days after receipt of notice of proposed placement on unrequested leave constitutes acquiescence by Rebecca Beseman to their placement on unrequested leave.

BE IT HEREBY RESOLVED, by the School Board of Independent School District #191 that Rebecca Beseman be and hereby is placed on unrequested leave of absence for 1.0 of a full-time contract as a teacher of Independent School District #191 on the grounds of declining enrollment and financial limitations, effective at the end of the 2025 – 2026 school year on June 5, 2026 pursuant to Minnesota Statutes, Sec.122A.40 and the BEA Master Agreement without pay or fringe benefits.

BE IT FURTHER RESOLVED, that a notice of placement on unrequested leave, together with a copy of this resolution be forwarded to said teacher personally and that an affidavit of same be placed in personnel file, together with a copy of the notice and resolution.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same: _____

whereupon said resolution was declared duly passed and adopted.

4. Approve Q-Comp Memorandum of Understanding

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



**Agenda IV.B.4.
May 14, 2026**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Stacey Sovine, executive director of administrative services

Date: May 14, 2026

Re: Proposed ratification of the Q-Comp Memorandum of Understanding with the Burnsville Education Association

Recommendation: That the Board of Education approve the proposed revisions and re-adopt the unchanged language in the 2026-2027 Q-Comp Memorandum of Understanding with the Burnsville Education Association.

Notes:

The major language items include:

- Major items on this document include updating dates
- Reducing Continuous Improvement Coaches to 5
- Renaming program and coaches to Q-Comp
- Eliminating Building Leadership Teams under Q-Comp
- Eligibility Language
- Observation process

Attachment:
26.27 Q. Comp Tentative Agreement

Burnsville – Eagan – Savage

Teacher Professional Pay System

*Memorandum of Understanding
Between the Burnsville Education Association
and the
School Board of Independent School District #191*

July 1, 2025 2026 - June 30, 2026 2027

**BURNSVILLE – EAGAN – SAVAGE
TEACHER PROFESSIONAL PAY SYSTEM**

This Agreement is entered into pursuant to Minn. Stat. § 122A.414 and the Public Employment Labor Relations Act (PELRA) of 1971, as amended, Minn. Stat. § 179A.01, et seq., by and between Independent School District No. 191, Burnsville – Eagan – Savage (herein after “District”) as the public employer under the PELRA and the Burnsville Education Association (herein after “BEA”) as the exclusive representative of teachers employed by the District under the PELRA, for the purpose of fully implementing the Burnsville – Eagan – Savage Teacher Professional Pay System (known hereafter as **Pro-Pay Q-Comp**). The terms of this Agreement are as follows:

AUTHORITY

Laws: This Agreement has been negotiated pursuant to and in compliance with the provisions of Minn. Stat. §§ 122A.414, 122A.4144 and 179A.01 et seq. The statutory authority specifically includes an exception to the PELRA in the form of an optional right to re-open negotiations regarding only the Professional Pay System.

BACKGROUND AND LEGAL REQUIREMENTS

1. Effect: This Agreement supersedes and replaces any salary or other provision of the PELRA Master Agreement that may currently be in effect between the District and the BEA that is inconsistent with any provision of this Agreement, subject to the contingencies specified in this Article.

2. Contingency: Effect of Contingencies: In the event that any contingency specified in this Section is not met, then this Agreement will have no force or effect and the terms and conditions of employment of the teachers employed by the District will be governed by the PELRA Master Agreement then in effect. Provided, however, that either party may re-open negotiations for the **Pro-Pay Q-Comp** agreement as permitted under law in an effort to cure any cause that has nullified this Agreement.

- a. **MDE Approval:** This Agreement is contingent upon the legal requirements both of timely and of continuing approval by the Minnesota Department of Education for the 2015-2016 school year and thereafter.
- b. **Ratification:** This Agreement is contingent upon its ratification by the bargaining unit represented by the BEA and by the School Board of the District.
- c. **Continuing Revenue:** This Agreement is contingent upon the initial and continuing receipt of revenue based upon at least two hundred and sixty dollars (\$260.00) per pupil as specified in M.S. 122A.415, Subd.1 (2005). In the event additional revenue is allocated by the legislature, ISD #191 and the BEA agree to reopen the MOU to negotiate allocation of the revenue only.

Notice of Amendments: The District and BEA agree to discuss issues related to **Pro-Pay Q-Comp** during negotiations. In the event the District and BEA amend this Agreement, the Minnesota Department of Education must be apprised of the amendment(s). In the event that the MDE asserts that any amendment is illegal and that revenue for the **Pro-Pay Q-Comp** will be suspended, withheld, terminated or otherwise reduced, then this Agreement may be terminated effective with the date of the MDE’s decisions regarding changes in revenue by either party giving written notice to the other party at its official business address.

Implementation Review: Five administrators and five BEA appointed committee members will comprise an oversight committee that meets a minimum of three times per year.

Budget Review: **Pro-Pay Q-Comp** is funded by categorical revenue. The BEA President and District Superintendent or his/her designee will periodically meet and review the budget. At least one such review shall occur prior to the adoption of the budget for the upcoming year. The review shall include a review of end-of-year expenditures; staff coded to the account and any carryover monies.

Annual Review: The **Pro-Pay Q-Comp** Committee will meet annually to review and evaluate the effectiveness of the plan with respect to:

- Teacher Satisfaction
- Impact on student achievement
- Impact on school culture

The results will be used to modify the plan, consistent with the Notice of Amendment section above.

TEACHER PROFESSIONAL PAY SYSTEM

Section 1. Schedules:

- Subd. 1. The Professional Pay System Schedule is attached and incorporated by reference effective for fiscal year July 1, **2025 2026** to June 30, **2026 2027** as Appendix A. ABE and ECFE teachers shall follow the Professional Pay System Schedule Appendix B. VPK Instructors shall follow the Professional Pay System Schedule Appendix C. RTG/RTL Instructors shall follow the Professional Pay System Schedule Appendix D.
- Subd. 2. Any teacher hired after the inception of the professional pay plan will be placed on the matrix as provided in Article V of the Master Agreement.
- Subd. 3. Any change in location of a teacher on the **Pro-Pay Q-Comp** matrix for subsequent fiscal years will be determined in accordance with the provisions of this Agreement. Any dispute regarding location on the **Pro-Pay Q-Comp** matrix will be resolved through the grievance provision of the Master Agreement.

Section 2. Probationary Teachers:

- a. Each probationary teacher who has all or part of a three-year probationary period of employment under the law must complete all of the applicable performance appraisal requirements and engage in the Collaborative Teams, except as noted in Section 9, Subd 4 and Subd 5, in accordance with the District's standards in order to earn a performance increment for the subsequent year.
- b. Probationary Status: The District retains its managerial authority under the PELRA to evaluate and decide on the renewal or non-renewal of probationary teachers as provided by § M.S. 122A.40.

Section 3. Non-probationary Teachers:

- a. Notice of Assignment: Each teacher's contract will specify the teacher's career and level placement as well as compensation information.
- b. Contingencies: In the event of the occurrence of a contingency that voids this Agreement, salary under the **Pro-Pay Q-Comp** will not be a part of any teacher's rights

under the Continuing Contract statute. Salary rights will be determined pursuant to Article V of the Master Agreement.

- c. Standards: Attainment of performance increments will be in accordance with the standards of the **Pro-Pay Q-Comp**.

Section 4. Calendar:

Subd. 1. Development of District and School-Wide Goals:

- a. On an annual basis, the District will set district improvement goals. The goals will be based on an analysis of student data and will align with the strategic plan and MDE requirements.
- b. On an annual basis, Building Leadership Teams (BLT) will **set develop, implement, and evaluate** school-wide improvement goals within their School Improvement Plan (SIP). The goals will be based on an analysis of student data and will align with the strategic plan and district goals.

Subd. 2. Teacher Responsibilities Summary:

- a. Building Goal: Implement strategies that support a building goal focused on student achievement and aligned with core instruction.
- b. Collaborative Team Goal: Engage in the development and implementation of a collaborative team goal that addresses one of your school improvement goals.
- c. Personalized Professional Learning Plan: Develop and implement a professional learning plan that is personalized, aligned with your school improvement goals and building PD plan, and aligned with the teaching license renewal expectations.
- d. Observations and Coaching: Demonstrate your professional practice through 2 formative observations and coaching sessions conducted by a **Continuous Improvement Coach and / or another trained observer Q-Comp Coach or one summative observation conducted by an administrator**.
- e. The goal setting and observation templates, rubrics, and examples explain what teachers must do to be successful in the **Pro-Pay Q-Comp** system.
- f. Licensed staff will move vertically on the salary schedule and earn the performance pay incentive if the majority of their ratings are in proficient or exemplary categories by the end of the year when all **three** observations are compiled.

Subd. 3. Timelines:

- a. Building Goal (\$300)
 - i. Deadlines
 1. Building Leadership Teams will submit building goal by October 1.
 2. Sites will document their progress throughout the year.
 3. Sites will share their emerging results with district leadership and BLT.
 - ii. Completion and Processing
 4. Evidence of completion and final progress monitoring will be processed in the fall when all data are available.
 5. Payments shall occur by the last pay date in October of the following school year.
- b. Collaborative Team Goal (\$300)
 - i. Deadlines
 1. Collaborative teams will develop their team's goal once the School Improvement

Plans (or SIPs) student achievement goals have been identified.

2. The BLT will approve the Collaborative Teams achievement goals to ensure alignment to the School Improvement Plan (which includes the building goals).
 3. Collaborative teams will document their progress throughout the year and will share/report their progress with the building leadership team.
 4. Collaborative teams will share their emerging results during collaborative team time during the year.
- ii. Completion & Processing
 1. Evidence of completion should be submitted by May 31st.
 2. Teachers may revise their Collaborative Team Goals and resubmit them up until October 31st or within 6 calendar weeks of date of hire, whichever is later.
 3. Payments shall occur by July 15.
- c. Professional Learning Plan (\$300)
 - i. Deadlines
 1. Teachers will identify and develop their professional learning plan by October 15.
 2. Teachers will engage in PD aligned with their building PD and/or participate in other PD opportunities to support their area or interest.
 3. Teachers will document their progress in preparation for their observations.
 4. Teachers will document their learning in a reflective summary after their observations are completed.
 - ii. Completion & Processing
 1. Evidence of completion and the final reflective narrative will be shared with your Continuous Improvement Q Comp Coach or administrator by May 15.
 2. Payments shall occur by July 15.
 - d. Observations (\$600)
 - i. Deadlines
 1. All first observations should be completed by Jan. 31.
 2. All second observations should be completed before May 15.
 3. A minimum of three weeks must occur between consecutive observations.
 - ii. Completion & Processing
 1. Teachers schedule their pre- and post-observation conferences with their Administrator, Continuous Improvement Q Comp Coach, or other trained observer.
 2. Teachers complete their pre-observation form prior to their scheduled pre observation conference.
 3. The pre-observation includes a progress update connected to their professional learning plan in preparation for their observations.
 4. Post-observation reflections need to be completed within five days following each observation.
 5. Payments shall occur by July 15.
- Subd. 4. Coaching and Observations:
- a. The district evaluation system maintains the core structure of having principals / administrators evaluate probationary staff 3 times each year along with 1/3 of the continuing contract teachers.
 - b. Continuing contract staff will participate in two coaching observations or one summative observation based on their professional learning plan and connected to Danielson's

- Frameworks.
- c. The Professional Learning Plan will be integral to the Pre- and Post- Observation discussions.

Section 5 Performance Incentive Pay Dispute Resolution:

- Subd. 1. Limitations:
- a. Scope: The dispute resolution mechanism of this Agreement extends only to disputes regarding a teacher's compliance with the standards of the **Pro-Pay Q-Comp**. Teachers retain all rights to dispute resolution as per the Master Agreement regarding all other provisions of the contract aside from those relating to **Pro-Pay Q-Comp**.
 - b. Exclusive Remedy: The dispute resolution mechanism of this Agreement is the exclusive remedy for resolving disputes regarding a teacher's compliance with the standards of **Pro-Pay Q-Comp**.
- Subd 2. Teachers who have a scoring dispute:
- a. If a teacher is not satisfied with an observation by a trained observer, the instructor needs to schedule a meeting with his/her observer to appeal the observation. If the teacher and observer do not reach a satisfactory outcome, which may include another observation, the teacher may schedule an additional observation with a different trained observer by contacting the Superintendent's designee.
 - b. If the outcome of the additional observation is not satisfactory to the teacher, the instructor may meet with the Superintendent's designee to request an additional appeal. If the Superintendent's designee determines an additional observation is warranted, he or she will conduct the observation for the teacher. The Superintendent's designee will consult with the BEA president before making a final decision. The **Pro-Pay Q-Comp** committee will be updated annually on the number of disputes that occurred in the plan year.

Section 6: Career Ladder Descriptions: Career Ladders are career opportunities for teachers and other licensed professionals that broaden their influence on the teaching profession. Career ladder teacher performance will be reviewed on an annual basis. Teachers who are at the Emerging Professional Level in their careers are eligible to apply for Continuous Improvement Coach positions, with preference given to those who have at least 6 years of teaching experience including 2 or more in ISD191. Career Ladders present teachers with many opportunities for leadership. It is the intent of the District and BEA to encourage as many different qualified teachers as possible to assume leadership positions. Career Ladder positions in ISD #191 include the following:

Continuous Improvement Q Comp Coaches (CIC) (\$3,400-\$4,200 stipend for full assignment, pro-rated for periods of unpaid leave). ~~6~~ Five (5) TOSAs funded through **Pro-Pay Q-Comp** plus 2 TOSA's funded through other district funds, will work with teachers to create Collaborative Team (CT) student achievement goals that align to the School Improvement Plans and assist in helping them teachers write individual Personalized Professional Learning Plans (PLP) aligned to the School Improvement Plan. The role of the **Continuous Improvement Q Comp** Coach is to help each teacher reach his/her goals through conducting observations, and providing feedback. **Continuous Improvement Q Comp** Coaches will be decision makers regarding **Pro-Pay Q-Comp** performance pay tied to each teacher's Professional Growth Plan. ~~The Continuous Improvement Coaches responsibilities will include serving on the BLT of the assigned building(s).~~ One **CIC Q Comp Coach** will serve as a .5 Q Comp Coordinator with an additional

stipend of \$1,600.

Employees seeking career ladder promotions will be able to complete an application for available Continuous Improvement Q Comp Coach positions. A selection team consisting of 3 teachers appointed by the BEA and 3 administrators / principals will review, identify and approve a pool of qualified employees for the career promotions based on agreed upon criteria and qualifications including demonstration of cultural proficiency. If the selection team decides there are not enough qualified applicants for promotion, they may either extend the application deadline, recruit other employees or post for external candidates with a preference for teachers of color.

Teachers may serve as Q Comp Coaches for up to 5 years. Continuous Improvement Q Comp Coaches may return to their previous position after 3 years, if available. The request to return must be submitted by February 1st. If the previous assignment is not available, the teacher shall return to the previous department at the building from which the teacher transferred. If the previous building and/or department are not available, the District will place the returning teacher in a position for which he or she is appropriately licensed.

The Q Comp Coach serving as the Q Comp Coordinator can serve as the coordinator for up to 5 years, regardless of the number of years they previously served as a Q Comp Coach.

It is the expectation that teachers would return to teaching, either full- or part-time after serving as a Continuous Improvement Coach for a 3-5 year period of time. After completing three or more years in the position, Continuous Improvement Coaches continue to have the right to return to teaching. The District will place the returning teacher in a position for which he or she is appropriately licensed.

Continuous Improvement Q Comp Coaches will work a 184 day schedule that meets the training and evaluation needs of the position. Q Comp Coaches can have up to six (6) flex days and the Q Comp Coordinator can have up to eight (8) flex days. Flex days can be redeemed at any point during our 184-day calendar with two (2) few exceptions:

- Flex days cannot be used during the first and last week of the 184 days.
- A two-day (work days) notice must be given to take a flex day during the 184-days.

Building Leadership Team (BLT) (\$1500 stipend, pro-rated for periods of unpaid leave) members (a proportionate and representative team of teachers & staff in each building — teachers receive a stipend from Pro-Pay) are responsible for writing, implementing, and evaluating the School Improvement Plans and the School Professional Development Plans aligned to the District Strategic Goals and the District 5 Year PD Plan. Each BLT member will facilitate the work of collaborative teams (CT). The BLT will approve the Collaborative Teams achievement goals to ensure alignment to the School Improvement Plan (which includes the ProPay building goals) and will address questions/issues regarding goal attainment. 92 BLT members will be paid through ProPay according to the following allocation. Additional BLT members will be paid through building professional development funds.

Elementary	5 per site with FTEs less than or equal to 34
Elementary	6 per site with FTEs greater than or equal to 35
Middle School	7 per site
BHS	13
BAHS	4

Best	2
ABE	2
ECFE, RTL/G, VPK	4
ECSE	5
Virtual Academy	4

The BLT ratio for probationary/continuing contract teachers:

Max # of Probationary Teachers	Total teachers on BLTs
1	1- 6
2	7 -12
3	13-17
4	18+

Section 7: Substitute Teacher Availability: Comprehensive implementation of ProPay requires that teachers occasionally leave their classrooms. Teachers will use prep time for Pre- and Post-observation meetings. Up to \$15,000 from Pro-Pay funds will be set aside annually to cover Elementary BLT members if scheduling restrictions require the need for a sub. Once the \$15,000 reserve is exhausted no other subs will be available.

Section 8 7: Professional Pay Plan Schedule:

- a. The **Pro-Pay Q-Comp** System Schedules are attached and incorporated by reference as described in Section 1, subd 1. effective for fiscal year July 1, **2024 2025** - June 30, **2025 2026**.
- b. Any change in location of a teacher on the **Pro-Pay Q-Comp** matrix for subsequent fiscal years will be determined in accordance with the provisions of this Agreement. Any dispute regarding initial placement on the **Pro-Pay Q-Comp** matrix will be resolved through the grievance provision of the Master Agreement.

Section 9 8: Special Circumstances:

- Subd. 1. Teachers with documented performance concerns: Teachers with documented performance concerns will be provided with more direction in the area of goal-setting. Teachers will set goals that are linked to the areas(s) of needed improvement with input from the building principal. In addition, the teacher will be observed at least three times in a given year. One of the observations must be conducted by the principal. The teacher will have the option of involving the **Continuous Improvement Q Comp** Coaches in the improvement process if he or she chooses.
- Subd. 2. Teachers on a formal improvement plan: Teachers who do not meet expectations and have been formally notified of substandard performance as per provisions in the collective bargaining agreement and are at risk of not earning a performance increment, will not be eligible for **Pro-Pay Q-Comp** payouts. The teacher, teacher's principal and the **Executive** Director of Human Resources **or Superintendent Designee** will meet as a team to determine the best way to provide assistance to the teacher.
- Subd. 3. Performance Increment Pay Dispute Resolution:
 - a. Teachers who demonstrate substandard performance such that they are at risk of not

- earning a performance increment must be notified prior to January 1st.
- b. Prior to March 1 of that year, the teacher must have the opportunity to have consulted and worked with immediate supervisors in raising the level of job performance, consistent with ARTICLE V, Section 8, Subdivision 3 of the Master Agreement. Additional assistance is available as per Section 9. subd. 1. of this Memorandum of Understanding.
- c. The exclusive dispute resolution process is the grievance procedure described in ARTICLE XV of the Master Agreement.

Subd. 4. Partial Year Teachers:

a. Teachers on Leave

- i. A teacher who returns from an extended leave will fully participate in **Pro-Pay Q-Comp** if his/her number of work days is greater than or equal to **120 138**.
- ii. These teachers shall be eligible for 100% of the Professional Learning Plans amount, Collaborative Team, and Building Goal. The teacher is eligible for performance incentive pay based upon the number of completed observations as identified within the observation schedule defined in Section 4, Subd. 3. d.
- iii. A teacher who takes a partial year leave during the school year will participate to the extent that the required elements are completed.
- iv. The PLP should be written within 30 work days of returning, if it was not written before commencing a leave.
- v. The teacher will be eligible for PLP, CT, and Building Goal incentive pay if his/her number of work days is greater than or equal to **120 138**.
- vi. Incentive pay based on observations will be pro-rated to the number of completed observations as identified within the observation schedule defined in Section 4, Subd. 3.

b. Long Term subs

- i. Long Term Subs are not eligible for **Pro-Pay Q-Comp** unless the assignment is greater than or equal to **120 138** days. No other Long-Term Subs will participate in **Pro-Pay Q-Comp**.
- ii. These teachers shall be eligible for 100% of the Professional Learning Plans amount, Collaborative Team, and Building Goal. The teacher is eligible for performance incentive pay based upon the number of completed observations as identified within the observation schedule defined in Section 4, Subd. 3. d.
- iii. The PLP shall be written within 30 days of start of employment.

c. Newly hired teachers

- i. Teachers hired into a new position, or as a replacement teacher, for an assignment that is greater than or equal to **120 138** days shall be eligible for 100% of the Professional Learning Plans amount, Collaborative Team, and Building Goal amounts. The teacher is eligible for performance incentive pay based upon the number of completed observations as identified within the observation schedule defined in Section 4, Subd. 3. d.
- ii. The PLP shall be written within 30 days of start of employment.

d. Teachers not completing the school year

- i. Teachers who resign or are terminated before the end of the school year will not be eligible for Q Comp payments.

Subd 5. Part-time and Hourly Paid Teachers: All teachers, regardless of FTE, are required to complete a Professional Learning Plan. Teachers who are on less than 0.4 FTE contracts, or less than 588 hours annually, will not be required to participate in collaborative team meetings outside of their scheduled hours. If participating in collaborative team meetings for **Pro-Pay Q-Comp** compensation, they will not receive hourly compensation for attendance at required Collaborative Team meetings. Pre- and Post-Observation meetings will be scheduled within their compensated time. If a teacher qualified under this section chooses not to participate in regular CT meetings for **Pro-Pay Q-Comp** compensation, then (s)he will be compensated for any required attendance at Collaborative Team meetings or other Professional Development that occurs outside of their scheduled work time, at the hourly rates established in Appendix C-4 of the Master Agreement. Teachers with an FTE less than 0.4 are required to complete 1 observation.

Section 10 9: Professional Pay: All individuals who are represented by the BEA except as defined in previous sections are eligible to earn two types of pay as defined below. The performance incentive pay for teachers represented in the Master Agreement is covered under Teacher Professional Pay System Section. 4.

- Subd 1. Performance Incentive Pay and Increment Advancement Process:
 - a. \$300 for meeting the school student achievement goal;
 - b. \$300 for meeting the Collaborative Team student achievement goal;
 - c. \$300 for the Personalized Professional Learning Plan (PLP);
 - d. \$600 for demonstrating evidence of professional learning through participation in the observations and the collaborative coaching.
 - e. Licensed staff will move vertically on the salary schedule and earn the performance pay incentive if the majority of their ratings are proficient by the end of the year (see Section9, Subd. 2).

Section 11 10: Performance I Levels:

As an educational institution, ISD #191 recognizes the value of enhanced content knowledge and the attainment of advanced pedagogical skills. Levels specify educational levels. Each level represents the attainment of additional, relevant post-graduate coursework.

- a. Level I = BA or BS degree
- b. Level II = BA + 20 quarter credits
- c. Level III = BA + 40 quarter credits
- d. Level IV = BA + 60 quarter credits OR Master's degree

Teachers cannot progress beyond Level IV until he/she attains a Master's degree.

- e. Level V = MA + 20 quarter credits
- f. Level VI = MA + 40 quarter credits

- g. Level VII = MA + 60 quarter credits OR Educational Specialist OR PhD

Section 12: Mentoring Pilot:

For the purpose of establishing a long-term mentoring program for teachers new to ISD 191, ten thousand (\$10,000) dollars will be set aside within the ProPay budget to be used for professional development, materials, or stipends needed for a pilot program in 2025 – 2026.

APPENDIX A C-2

Replace with new salary schedule

Salary Schedule for 2025-2026* 2026-2027

	Level I	Level II	Level III	Level IV	Level V	Level VI	Level VII
Probationary 1	\$46,060	\$47,960	\$49,630	\$52,030	\$54,430	\$56,670	\$59,460
Probationary 2	\$46,080	\$47,990	\$49,660	\$52,070	\$54,480	\$56,710	\$59,490
Probationary 3	\$46,120	\$48,020	\$49,700	\$52,120	\$54,520	\$56,760	\$59,540
Emerging Professional 1	\$46,750	\$48,380	\$50,510	\$54,520	\$58,720	\$59,680	\$62,610
Emerging Professional 2	\$47,920	\$49,950	\$52,300	\$56,540	\$61,450	\$62,590	\$65,310
Emerging Professional 3	\$50,770	\$52,850	\$55,440	\$59,740	\$62,640	\$65,580	\$69,040
Professional 1	\$55,050	\$55,210	\$57,520	\$62,180	\$65,110	\$67,760	\$71,740
Professional 2	\$55,050	\$59,620	\$60,190	\$64,920	\$67,560	\$71,020	\$74,480
Professional 3	\$55,050	\$59,620	\$65,570	\$68,100	\$71,550	\$75,270	\$78,980
Master Professional 1	\$55,050	\$59,620	\$65,570	\$72,040	\$75,500	\$79,200	\$83,190
Master Professional 2	\$55,050	\$59,620	\$65,570	\$77,090	\$80,970	\$84,860	\$89,230
Master Professional 3	\$55,050	\$59,620	\$65,570	\$83,740	\$87,760	\$91,960	\$96,430
Career Professional A	\$58,180	\$63,800	\$70,420	\$88,530	\$93,120	\$97,930	\$103,670
Career Professional B	\$62,570	\$67,500	\$74,870	\$92,320	\$97,460	\$102,900	\$110,360

Appendix B (ABE-ECFE)**Salary Schedule for 2025-2026* 2026-2027**

	Level I	Level II	Level III	Level IV	Level V	Level VI	Level VII
Probationary 1	\$46,060	\$47,960	\$49,630	\$52,030	\$52,177	\$52,324	\$52,472
Probationary 2	\$46,080	\$47,990	\$49,660	\$52,070	\$52,217	\$52,364	\$52,512
Probationary 3	\$46,120	\$48,020	\$49,700	\$52,120	\$52,267	\$52,414	\$52,562
Emerging Professional 1	\$46,750	\$48,380	\$50,510	\$54,520	\$54,667	\$54,814	\$54,962
Emerging Professional 2	\$47,920	\$49,950	\$52,300	\$56,540	\$56,687	\$56,834	\$56,982
Emerging Professional 3	\$50,770	\$52,850	\$55,440	\$59,740	\$59,887	\$60,034	\$60,182
Professional 1	\$55,050	\$55,210	\$57,520	\$62,180	\$62,327	\$62,474	\$62,622
Professional 2	\$55,050	\$59,620	\$60,190	\$64,920	\$65,067	\$65,214	\$65,362
Professional 3	\$55,050	\$59,620	\$65,570	\$68,100	\$68,247	\$68,394	\$68,542
Master Professional 1	\$55,050	\$59,620	\$65,570	\$72,040	\$72,187	\$72,334	\$72,482
Master Professional 2	\$55,050	\$59,620	\$65,570	\$77,090	\$77,237	\$77,384	\$77,532
Master Professional 3	\$55,050	\$59,620	\$65,570	\$83,740	\$83,887	\$84,034	\$84,182
Career Professional A	\$58,180	\$63,800	\$70,420	\$88,530	\$88,677	\$88,824	\$88,972
Career Professional B	\$62,570	\$67,500	\$74,870	\$92,320	\$92,467	\$92,614	\$92,762

Appendix C (VPK)
Salary Schedule for 2025-2026* 2026-2027

	Level I	Level II	Level III	Level IV	Level V	Level VI	Level VII
Probationary 1	\$52,068	\$54,216	\$56,103	\$58,817	\$58,983	\$59,149	\$59,316
Probationary 2	\$52,090	\$54,250	\$56,137	\$58,862	\$59,028	\$59,195	\$59,361
Probationary 3	\$52,136	\$54,283	\$56,183	\$58,918	\$59,085	\$59,251	\$59,417
Emerging Professional 1	\$52,848	\$54,690	\$57,098	\$61,631	\$61,798	\$61,964	\$62,131
Emerging Professional 2	\$54,170	\$56,465	\$59,122	\$63,915	\$64,081	\$64,248	\$64,414
Emerging Professional 3	\$57,392	\$59,743	\$62,671	\$67,532	\$67,699	\$67,865	\$68,031
Professional 1	\$62,230	\$62,411	\$65,023	\$70,290	\$70,457	\$70,623	\$70,790
Professional 2	\$62,230	\$67,397	\$68,041	\$73,388	\$73,554	\$73,721	\$73,887
Professional 3	\$62,230	\$67,397	\$74,123	\$76,983	\$77,149	\$77,315	\$77,482
Master Professional 1	\$62,230	\$67,397	\$74,123	\$81,437	\$81,603	\$81,769	\$81,936
Master Professional 2	\$62,230	\$67,397	\$74,123	\$87,145	\$87,312	\$87,478	\$87,644
Master Professional 3	\$62,230	\$67,397	\$74,123	\$94,663	\$94,829	\$94,995	\$95,162
Career Professional A	\$65,769	\$72,122	\$79,605	\$100,077	\$100,244	\$100,410	\$100,577
Career Professional B	\$70,731	\$76,304	\$84,636	\$104,362	\$104,528	\$104,695	\$104,861

Appendix D (RTG/RTL)
Salary Schedule for 2025-2026* 2026-2027

	Level I
Probationary 1	\$44,197.20
Probationary 2	\$46,097.58
Probationary 3	\$47,997.95
Emerging Professional 1	\$49,409.65
Emerging Professional 2	\$50,821.36
Emerging Professional 3	\$52,178.76
Professional 1	\$53,536.17
Professional 2	\$55,677.62
Professional 3	\$57,904.72
Master Professional 1	\$60,220.91
Master Professional 2	\$62,629.75
Master Professional 3	\$65,134.94
Master Professional 4	\$67,740.34
Master Professional 5	\$70,449.95
Career Professional A	\$73,582.43
Career Professional B	\$74,626.59

***Actual amounts will align with settlement of 2025 – 2027 Master Agreement Schedules**

DESCRIPTION OF PERFORMANCE INCREMENT PERFORMANCE TARGETS:

Probationary Teachers are beginning to translate their content knowledge into plans for instruction. During the probationary years teachers are acquiring the materials and developing effective learning activities. Probationary teachers are exploring methods of effective classroom management and physical room arrangement to enhance learning. They are beginning to acquire confidence in their ability to establish rapport with students. They are exploring and comparing strategies for dealing with problem behaviors. They recognize the importance of clear directions and asking a variety of questions but are developing their skills in this area. Probationary teachers work hard to establish grading and record-keeping methods that comport with district requirements.

Emerging Professionals are gaining skills in the areas of planning, instruction and classroom management. They have established routines for organizational tasks and classroom management that are more automatic and support instruction. They are able to devote more time to instruction and providing effective feedback to students.

Professional Teachers demonstrate deep content and curricular knowledge. They demonstrate the ability to develop learning activities that both engage students and teach the desired content. They have a deep understanding of the scope and sequence of the curriculum. Classrooms run smoothly and professional responsibilities are understood and carried out.

Master Professionals understand the needs of individual students in each class and design instruction to meet those needs. Learning objectives are clearly articulated and instruction directly targets those objectives. Student learning is assessed and the results analyzed to determine re-teaching needs. Teachers utilize strategies to engage students in deep level discussion and answer higher level questions. The Master Professional contributes to the school by sharing expertise on district-wide and school-wide committees. The teacher shows professionalism in all assigned duties; whether presenting to peers, facilitating site-council, or performing hall duty.

Memorandum of Understanding
Burnsville Education Association
and the
School Board of Independent School District #191

Signature of Chairperson Board of Education: _____
Date

Signature of BEA President: _____
Date

Signature of Director of Human Resources: _____
Date

5. Approve, on a First Reading Basis, Changes to Policy 515: *Protection and Privacy of Student Record* and Regulation 691R: *Education Research*

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



**Agenda IV.B.5
May 14, 2026**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Dr. Chrs Bellmont, assistant superintendent

Date: May 14, 2026

Re: Approve, on a First Reading Basis, Changes to Policies 515: *Protection and Privacy of Student Record* and Regulation 691R: *Education Research*

Recommendation: That the Board of Education approve, on a first reading basis, changes to Policies 515: *Protection and Privacy of Student Record* and Regulation 691R: *Education Research*.

Notes:

The following policies were reviewed during the April 21, 2026 Policy Review Committee meeting and the following changes are recommended at this time:

- 515: MSBA recommended updates to reflect MN Health and Human Services guidance and updated resources
- 691R: Staff Recommended update to department nomenclature and staff contact information

Adopted: 1/86
 Reviewed: ~~PRC 4/21/26~~ 12/11/25
 Revised: 1/8/26
 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. "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 the student's name; photograph; electronic image, film or video; 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. 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.

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 themself;
16. To appropriate ~~health authorities to parties, including parents or an eligible student, in connection with an emergency if knowledge of the extent information is~~ necessary to ~~administer immunization programs~~ protect the health or safety of the student or other individuals (34 Code of Federal Regulations, part 99.36) and for bona fide epidemiologic investigations which the ~~commissioner of health~~ Commissioner of the Minnesota Department 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~~Commissioner of the Minnesota Department 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-; or
4. to appropriate parties, including parents or an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals.

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~~paragraph, 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~~ Article 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~~ Article 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~~ Article XIII. of this policy.
2. Subdivision A. of this ~~section~~ Article 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~~ Article 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~~ Article 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~~-Article 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~~-Article 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~~Article.

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~~Article.

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~~Article 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~~-Article 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~~-Article 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)

Resources [U.S. Department of Education: FAQs on Photos and Videos under FERPA | Protecting Student Privacy \(accessed 012926\)](#)

[U.S. Department of Education: Letter to Wachter Regarding Surveillance Video of Multiple Students | Protecting Student Privacy \(accessed 012926\)](#)

[U.S. Department of Education: School Resource Officers, School Law](#)

Enforcement Units, and the Family Educational Rights and Privacy Act (FERPA) | Protecting Student Privacy (accessed 012926)

U.S. Department of Education: Protecting Student Privacy While Using Online Educational Services: Requirements and Best Practices | Protecting Student Privacy (accessed 012926)

U.S. Department of Education: FERPA/IDEA Crosswalk | Protecting Student Privacy (accessed 012926)

U.S. Department of Education: What is the Protection of Pupil Rights Amendment? | Protecting Student Privacy (accessed 012926)

Minnesota Department of Health: The Family Educational Rights and Privacy Act (FERPA) and Immunization Data (including Possible School Consent Language for Sharing Immunization Data with Registries) (accessed 012926)

BURNSVILLE-EAGAN-SAVAGE SCHOOL DISTRICT

Regulation 691 Educational Research

Guidelines to Conduct Research Studies

ISD 191 ~~Teaching and Learning Department~~ Office of the Assistant Superintendent

A. District Employees

The ISD 191 Policy Handbook, Policy 691, applies to conducting studies to improve instruction. In attempting to implement this policy, guidelines for conducting research projects and pilot programs are as follows:

1. ISD 191 employees must have prior approval from the building principal and direct supervisor.
2. The form "Request for Approval to Conduct Research" must be submitted to the Assistant Superintendent prior to beginning research. *Please note: This form is necessary so that persons unfamiliar with the research will be able to understand, in a short time, what the researcher is proposing to do.*
3. All requests must be submitted at least one month in advance of the date that research is to begin and must allow ample time for conducting the study.
4. There must be a reasonable certainty that no child in ISD 191 will suffer educationally as a result of the research. The Protection and Privacy of Pupil Records details rules and regulations for collection and maintenance of school records. Persons wishing to conduct research in ISD 191 shall thoroughly review and abide by this policy.
5. Each proposal will then be reviewed by the ISD 191 Administration and submitted for action to the appropriate administrative staff. The final decision concerning any proposal will be one of the following:
 - Approval of the request as submitted (and referral for School Board action where appropriate).
 - Conditional approval of the request, with inadequacies identified; permission for the study to be conducted may result if these are corrected.
 - Rejection of the request
6. After the proposal has been approved, the researcher must comply with the following:
 - The procedure must be carried out according to the original proposal, as approved.
 - Any major deviation from the approved proposal must have prior clearance.

B. Non-District Employees

The ISD 191 Policy Handbook, Policy 691, applies to conducting studies to improve instruction. In attempting to implement this policy, guidelines for conducting research projects and pilot programs are as follows:

1. All research projects to be conducted by non-district employees and/or outside institutions must have **prior approval** of ISD 191.
2. The study must have the potential for making a definite contribution to the educational profession in general and/or to the programs of ISD 191 in particular.
3. The study must be feasible to carry out in terms of the amount of time involved, the numbers of teachers and students participating, and the possible expense to the district. It must not impose undue burdens upon students or staff.
4. There must be a reasonable certainty that no child in ISD 191 will suffer educationally as a result of the research. The Protection and Privacy of Pupil Records details rules and regulations for collection and maintenance of school records. Persons wishing to conduct research in ISD 191 shall thoroughly review and abide by this policy.

5. The overall design of the study must be sound and have the potential for successful completion.
6. Non-district employees and/or outside institutions wishing to conduct research in ISD 191 must make a written request to the Assistant Superintendent using the "Request for Approval to Conduct Research" form available from the Assistant Superintendent.
 - a. All research requests are reviewed by the Assistant Superintendent and routed to appropriate departments/buildings. Requests involving specific departments such as Special Education, Title I, Assessment, shall be routed to the appropriate supervisor.
 - b. Graduate Students must have written approval of their supervising professor and department chairperson.
 - c. Within one week, departments or building principals should take action on the request(s) and notify the director of their decision. The persons making the request and the schools to be affected will be notified.

Please note: This form is necessary so that persons unfamiliar with the research will be able to understand, in a short time, what the researcher is proposing to do.
7. Non-district employees and/or outside institutions wishing to be in the physical presence of ISD 191 students must authorize all persons to release information without restriction or qualification to Burnsville-Eagan-Savage District or agency conducting background checks. A disclosure notice shall be signed agreeing that failure to reveal any requested information, or the giving of any false or misleading information on this form or any application form, may be grounds for refusal to conduct research. Understand that the results of said background check may disqualify you from conducting research in the Burnsville-Eagan-Savage District and that any offer received is contingent upon this report and may be rescinded at any time as a result of findings deemed essential by Burnsville-Eagan-Savage District. Understand that this release is valid for the duration of the research timeline at Burnsville-Eagan-Savage District or the agency conducting searches (at the request of Burnsville-Eagan-Savage District) may choose to investigate background at any time during the term of the research.
8. All requests must be submitted at least one month in advance of the date that research is to begin and must allow ample time for conducting the study.
9. Each proposal will then be reviewed by the ISD 191 Administration and submitted for action to the appropriate administrative staff. The final decision concerning any proposal will be one of the following:
 - Approval of the request as submitted (and referral for School Board action where appropriate).
 - Conditional approval of the request, with inadequacies identified; permission for the study to be conducted may result if these are corrected.
 - Rejection of the request
10. After the proposal has been approved, the researcher must comply with the following:
 - The procedure must be carried out according to the original proposal, as approved.
 - Any major deviation from the approved proposal must have prior clearance.

The policies and guidelines are not intended to discourage the development of creative projects, but are set forth to ensure the greatest benefit from the time and resources expended. Once the study has been conducted, the researcher must submit a report of the findings to the Assistant Superintendent for distribution to the appropriate departments.

ISD 191***Request for Approval to Conduct Research*****Department of Teaching and Learning Office of the Assistant Superintendent**

Date: _____

I. Background

Name of Researcher: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Email: _____

ISD 191 Employee? _____ YES _____ NO

If yes, please list school and/or department: _____

Agency or institution sponsoring study: _____

If the study is part of your work for a degree, indicate type of degree:

_____ Undergraduate _____ M.A. or M.S. _____ Ph.D _____ Ed.D

Advisor's Name: _____ Phone: _____

II. Description (Please attach separate sheets as needed)

Title of Research Project: _____

Purpose of study: _____

What is the potential value of the study to the instructional program in the ISD 191 Schools?

Research Design Summary. What do you plan to do? Give specific information on the methods to be used during the course of study:

- a. **Research questions** - A statement of the problem and its importance, a statement of the hypotheses to be investigated
- b. **Procedure** - The procedures to be followed in conducting the study (timeline, number of students, grade levels, how subjects will be identified and criteria used for recruitment, who will make the initial contact with subjects, procedure for notifying parents, procedure for selecting the sample, time line for completion of your investigation, etc.).
- c. **Instruments** - include copies of all instruments to be administered (e.g., survey questions, observation forms, interview questions), including a copy of the parental (or other) consent form, if appropriate
- d. **Data collection procedures** - What data will be collected and how will it be collected?

List any known risks of the proposed investigation to students, staff, or the district:

List all funding sources and budget for your study:

Describe who the results will be distributed to and in what format:

Include a copy of your IRB approval letter.

III. Research Commitments

I agree to maintain the anonymity of individual students, staff members and schools in any report(s) and in any publication(s), e.g., journal article(s), book(s), etc., which incorporate any information derived from the research conducted within ISD 191.

I agree to provide the ISD 191 a summary of the research results, complete documentation and information on the location of the complete research and, in the future, subsequent publications.

Signature of the Researcher

Date

Department	Printed Name	Signature	Date	Approval	
				Yes	No
Assistant Superintendent					
Building Principal					
Direct Supervisor					
Human Resources (Background Check)					

Please send requests with all required information to:
 Assistant Superintendent, 200 West Burnsville Parkway, Burnsville, MN 55337
 Or email kmitsehcrood@isd191.org

V. Work Session

A. OPEB Trust Allocation

174

Speaker(s): Tyler Dehne, Director of Finance and Cedric Buermann Jr., Vice President and Portfolio Manager with PTMA Financial Solutions



**Agenda V.A
May 14, 2026**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Tyler Dehne, director of finance and Cedric Buermann Jr., vice president and portfolio manager with PTMA Financial Solutions

Date: May 14, 2026

Re: OPEB Trust Allocation

Believe, Belong, Build and Become.

OPEB Trust Allocation

May 14, 2026

Tyler Dehne - Director of Finance

Cedric Buermann Jr. - VP, Portfolio Manager with PTMA Financial Solutions

Overview

- Other Post-Employment Benefits (OPEB) Trust account balance
- OPEB Liability
- Projected assets allocation
- Determine next steps

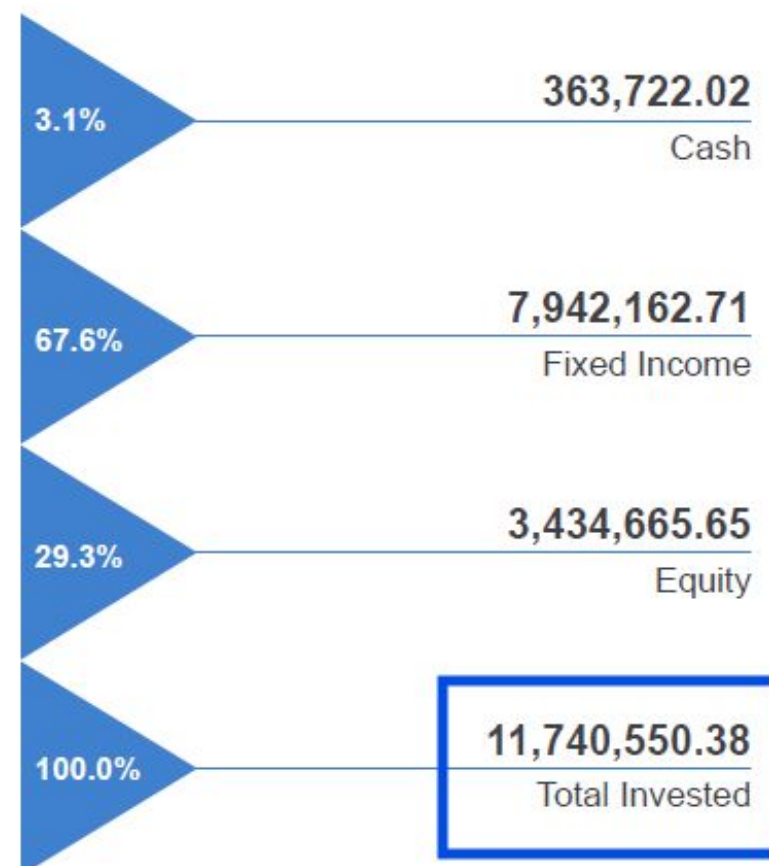
OPEB Account Balance

- Portfolio Summary as of March 31, 2026

PORTFOLIO OVERVIEW

	Value
Beginning Market Value	11,867,023.59
Contributions	179,000.00
Withdrawals	0.00
Net Investment Income	30,628.06
Unrealized Gain/Loss	(336,101.27)
Realized Gain/Loss	0.00
Ending Market Value	11,740,550.38

Compliance	Status
As of 03/31/2026	Compliant



OPEB Liability

- Actuarial study completed by USI Consulting

GASB Accounting Summary

1. Liabilities as of 07/01/2025

a. Total OPEB Liability (TOL)	\$	4,589,515
b. Valuation Salary		78,962,583
c. TOL as % of Payroll, a. / b.		6%

OPEB Recommendations

IDENTIFYING INVESTMENT NEEDS: ACTUARIAL STUDY INPUTS

Heat Map Guides Recommendation Using Calculations from Actuarial Statements

- Duration calculated using Projected OPEB Liability for ISD 191: **13.6 Years**
- Funded Status calculated using Total OPEB Liability for ISD 191 increased to **241%**
 - Actuarial Studies show irrevocable only. Revocable trust information can be included for more complete data.

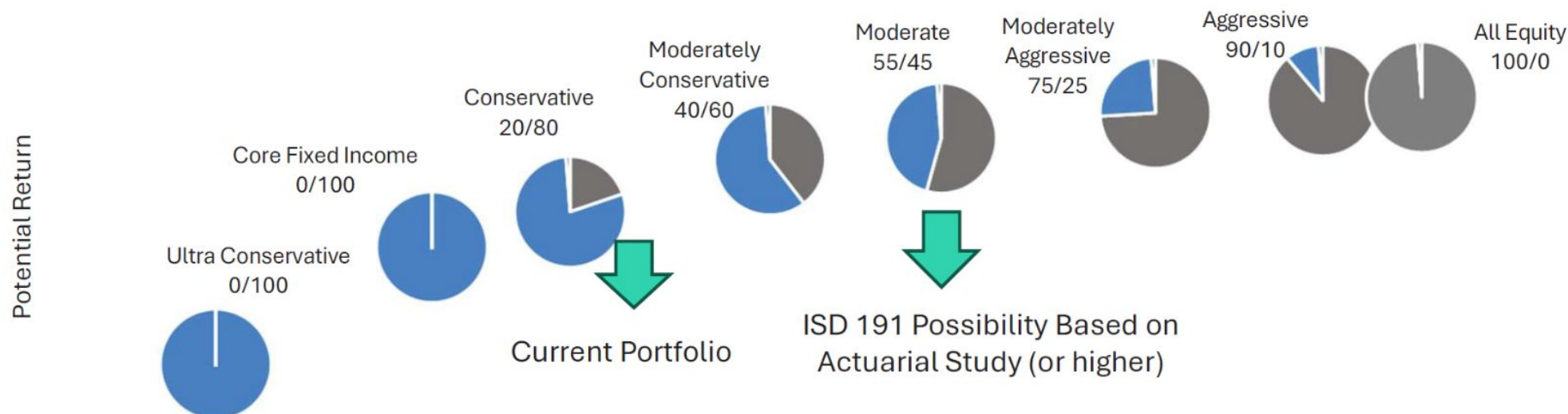
Funded Status								ISD 191 Heat Map Results	
	0	20	40	60	80	100	100-125	125-150	
2	Ultra Conservative	Ultra Conservative	Ultra Conservative	Ultra Conservative	Ultra Conservative	Ultra Conservative	Ultra Conservative	Ultra Conservative	
4	Ultra Conservative	Conservative	Conservative	Conservative	Conservative	Conservative	Ultra Conservative	Ultra Conservative	
6	Conservative	Conservative	Moderately Conservative	Moderately Conservative	Moderately Conservative	Conservative	Conservative	Conservative	
8	Conservative	Moderately Conservative	Moderately Conservative	Moderate	Moderately Conservative	Moderately Conservative	Moderately Conservative	Moderately Conservative	
10	Moderately Conservative	Moderately Conservative	Moderate	Moderate	Moderate	Moderate	Moderate	Moderate	
12	Moderately Conservative	Moderate	Moderate	Moderate	Moderate	Moderate	Moderate	Moderate	
14	Moderate	Moderate	Moderate	Moderate	Moderate	Moderate	Moderate	Moderate	

Please refer to the disclosure slide of this presentation for more information.

OPEB Recommendations

MULTI-ASSET SOLUTIONS: PROCESS

PTMA Offers Asset Allocation Solutions from 100% Fixed Income to 100% Equity Securities



Optimizing the Portfolio

OPTIMIZING THE PORTFOLIO

15 Year Historical Index Return vs Standard Deviation



ISD 191 Current Strategy

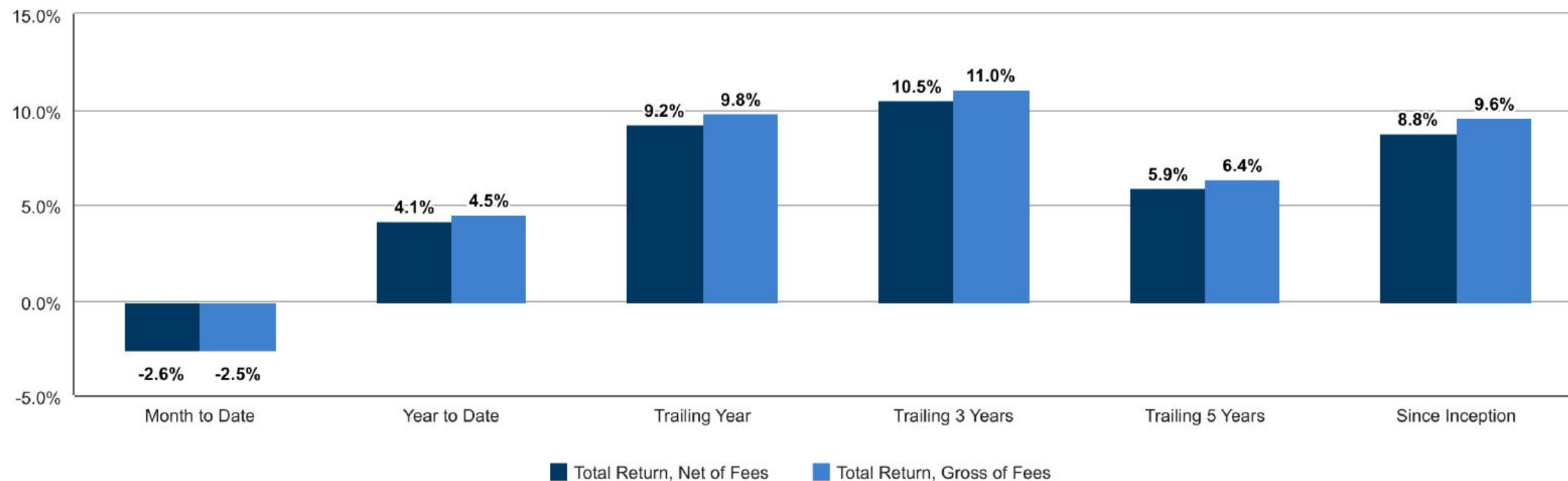
US Equity	28%
REITs	0%
International Equity	2%
Total EQ Allocation	30%
Ultra Short/Cash	1%
Short Bond	18%
Core Bond	45%
HY Yield Bond	6%
Total FI Allocation	70%

Moderate Strategy

US Equity	43%
REITs	2%
International Equity	10%
Total EQ Allocation	55%
Ultra Short/Cash	1%
Short Bond	3%
Core Bond	34%
HY Yield Bond	7%
Total FI Allocation	45%

Portfolio Performance

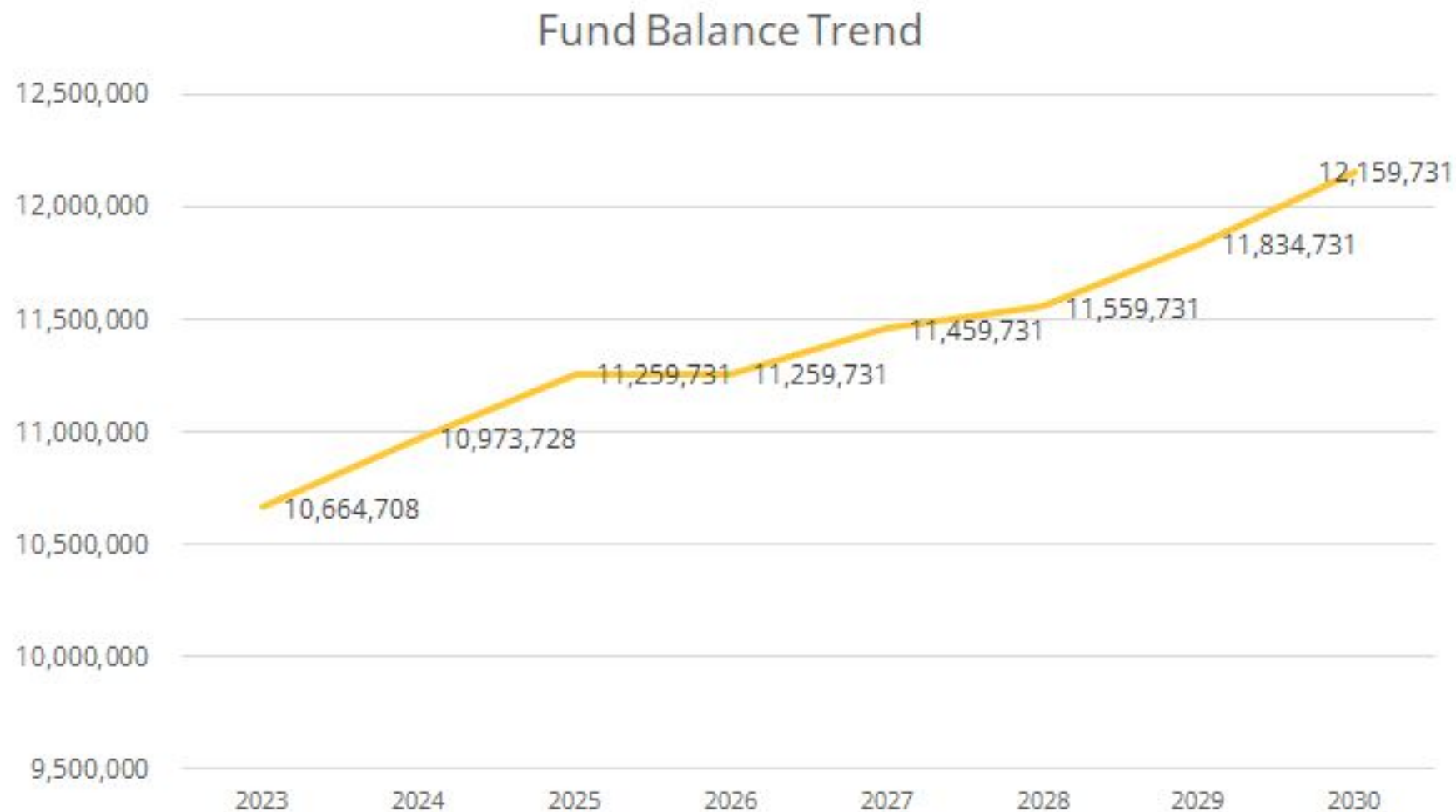
HISTORICAL PERFORMANCE



HISTORICAL PERFORMANCE

	Month to Date	Year to Date	Trailing Year	Trailing 3 Years	Trailing 5 Years	Since Inception
Total Return, Net of Fees	(2.59%)	4.14%	9.23%	10.48%	5.88%	8.85%
Total Return, Gross of Fees	(2.55%)	4.53%	9.77%	11.04%	6.41%	9.63%

Trust Fund Balance



Next Steps

- To change allocations
 - School Board determines equity percentage limit
 - Policy 705.2 limits the equity percentage to 31%
 - Policy review and approval

B. Review Human Resources Research into Programming Priorities and
Staffing Retention Protections

186

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

**Agenda V.B.
May 14, 2026**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Stacey Sovine, executive director of administrative services

Date: May 14, 2026

Re: Review Human Resources Research into Programming Priorities and Staffing Retention Protections

Notes: At this time the Human Resources departments has reviewed the Programming Priorities and Staffing Retention Protections and recommend no changes at this time. Tentative plan for upcoming budget cycle below:

PROGRAMMING PRIORITIES AND STAFFING RETENTION PROTECTIONS	QUALIFYING CRITERIA
Retain the staff, at their 2026-2027 total FTE, who teach Chef 2, Chef 3, and Hospitality Internship (Culinary Pathway) courses that are approved by the site administrator for the 2027-2028 school year schedule.	Current MN teaching license, vocational license, SafeSchools certified, ProStart trained, credentialed by partnering post-secondary institution for the 2027-2028 school year schedule.
Retain the staff, at their 2026-2027 total FTE, who teach Project Lead the Way (PLTW + Engineering Pathway) courses that are approved by the site administrator for the 2027-2028 school year schedule.	Current MN teaching license in the areas under STEM and specialized PLTW certification for the 2027-2028 school year schedule.
Retain the staff, at their 2026-2027 total FTE, who teach Concurrent Enrollment courses that are approved by the site administrator for the 2027-2028 school year schedule.	Current MN teaching license, additional post-graduate education, and credentialed by partnering post-secondary institution for the 2027-2028 school year schedule.
Retain the staff, at their 2026-2027 total FTE, who teach Healthcare Core, Nursing Assistant, and EMT (Healthcare Pathway) courses that are approved by the site administrator for the 2027-2028 school year schedule.	Current MN teaching license, meet all requirements of MDE and MDH, and credentialed by partnering post-secondary institution for the 2027-2028 school year schedule.
Retain the staff, at their 2026-2027 total FTE, who teach CTE Eligible courses that are approved by the site administrator for the 2027-2028 school year schedule.	Current MN teaching license and CTE license for the 2027-2028 school year schedule.
Retain the staff, at their 2026-2027 total FTE, who teach Education Pathway courses that are approved by the site administrator for the 2027-2028 school year schedule.	Current MN teaching license, post-graduate coursework, training in the Pathways2Teaching program with Dr. Bianco through University of Colorado - Denver, credentialed by partnering post-secondary institution for the 2027-2028 school year schedule.
Retain the staff, at their 2026-2027 total FTE, who teach AP Computer Science, Mobile CS Principles, AP Mobile CS Principles, Computer Applications (IT Pathway) courses that are approved by the site administrator for the 2027-2028 school year schedule.	Current MN teaching license and documented training in the specific area of computer science and programming, credentialed by partnering post-secondary institution for the 2027-2028 school year schedule.
Retain the staff, at their 2026-2027 total FTE, who teach Welding/Autobody, Intro to Consumer Auto, Advanced Auto/Vehicle Services (Automotive Pathway) courses that	Current MN teaching license and specific training, Automotive Service Excellence (ASE) certified, credentialed

are approved by the site administrator for the 2027-2028 school year schedule.	by partnering post-secondary institution for the 2027-2028 school year schedule.
Retain the staff, at their 2026-2027 total FTE, who teach Construction Trades I and II (Construction Pathway) courses that are approved by the site administrator for the 2027-2028 school year schedule.	Current MN teaching license and credentialed by partnering post-secondary institution for the 2027-2028 school year schedule.
Retain the staff, at their 2026-2027 total FTE, who are TOSA's identified as Deans that are approved by the site administrator for the 2027-2028 school year staffing.	Current MN K-12 Principal or Secondary Principal license and 3 years of building level Dean experience during the 2027-2028 school year schedule.

C. Board of Education Goal Setting for the 2026-2027 School Year

189

Speaker(s): Abigail Alt, Chair



**Agenda V.C.
May 14, 2026**

To: Board of Education
Dr. Latanya Daniels, superintendent

From: Abigail Alt, board chair

Date: May 14, 2026

Re: Board of Education Goal Setting for 2026-2027 School Year

Attachments:
Board of Education Goals for the 2025-2026 School Year
Strategic Roadmap

ISD 191 Board of Education 2025-2026 Goals

In alignment with the One91 Strategic Road Map and District Values, the Independent School District 191 Board of Education has identified the following-five goals for the 2025-2026 school year:

GOAL 1 – Cultural Proficiency

Building on the work from recent years, all ISD191 Board Members will understand and be able to articulate the district’s work in being a culturally proficient school system (CPSS).

Members of the District 191 Board of Education will:

1. Work to understand how CPSS is reflected in our district and the plan for further implementation.
2. Be able to articulate why the work of CPSS is an important factor in fostering an environment that ensures the best possible outcomes for all students.

Measures of progress:

1. Board members will participate in a facilitated retreat to learn more about CPSS, where the district currently fits, plans for continued implementation, and how this work leads to improved outcomes for students.
2. School reports will feature examples of the school culture as well as celebrations of this culture within the school community.
3. Board members will engage with our district’s cultural parent and family groups.

GOAL 2 – Supporting and leveraging new methods and original thinking to improve student outcomes

All ISD 191 Board Members will better understand how the District is working to ensure that all students are meeting goals and expectations around student achievement, including but not limited to our Pathways K-12 program, and use this improved understanding to inform setting district priorities.

Members of the District 191 Board of Education will:

1. Better understand how our academic programming, including K-12 Pathways, leads to improved student outcomes.
2. Have a deeper understanding of how the Pathways K-12 program is reflected in our district, especially within our elementary and middle schools.
3. Periodically evaluate dashboard content and progress reports.

Measures of progress:

1. Board members will participate in workshops in order to understand how the curriculum we are using, including but not unlimited to K-12 Pathways and Profile of a Learner, are leading to improved academic achievement for our students.

2. Board members will receive reflections of Pathways K-12 and other district curriculum priorities as part of school reports during the school board meetings.
3. Board members will receive dashboard reports which reflect the district's progress in meeting our goals.
4. Board members will receive quarterly board meeting reports on the READ Act Implementation.

GOAL 3 – Creating space and opportunity for each and every voice to be heard

As a district, it is the responsibility of the ISD191 Board of Education to be transparent with our community and receive community input to inform decision making.

Members of the District 191 Board of Education will:

1. Seek input from multiple voices (families, staff, students, and community members) that represent the full diversity of our communities, in order to inform decisions.
2. Be transparent in its communication with the community.

Measures of progress:

1. Board members will ensure members of the community have opportunities to provide input regarding district activities (i.e. budgeting, etc.) through community gatherings, surveys, etc.
2. Board members will learn how information is getting to our families, students, staff, and community members to identify any gaps, and have staff work to resolve the gaps, leading to improved transparency of communication.
3. Board members will understand which voices are represented in survey results, identify voices missing, and learn the plan to reach them.

Goal 4 - Support onboarding to Dr. Daniels and her Team, while facilitating team building.

All ISD191 Board members will understand and live up to the governance role of the board of education in supervising and providing support and guidance to the Superintendent.

Members of the District 191 Board of Education will:

1. Better understand the differences between “governance” and “management” in Board work and interactions with the superintendent.
2. Better understand the responsibilities charged to the Board Member role by the members of the public who elected us.
3. Support Dr. Daniels introduction to District 191 and the community at large.

Measures of progress:

1. Board members will participate in one or more facilitated transition retreats.

2. Understand the appropriate role of the board and individual board members.
3. Board members will work with Dr. Daniels to set the Board / Superintendent communications protocols to ensure alignment and clear expectations among all board members and Dr. Daniels.

Goal 5 - The Board of Education will provide appropriate governance and guidance to Dr. Daniels and her team with the ISD 191 Special Projects in 2025-2026.

Members of the District 191 Board of Education will:

1. Learn and understand the impact of each project on the district.
2. Serve as a voice to the community in sharing information about the special projects.

Measure of Progress:

1. Long-term Facilities project - approval of guiding change document and review and approval of budget as needed.
2. School Name Change project - approval of guiding change document and review and approval of budget as needed.
3. Successful sale of properties.



Strategic Roadmap

Each Student. Future Ready. Community Strong.

» VISION STATEMENT

Our vision statement uses aspirational language to communicate our purpose — it's the change we intend to make in the world.

We will be a school district that provides transformative learning experiences that mirror students' own stories, and where students will:

- Be equipped to meet rigorous academic challenges that build their capacity to pursue excellence,
- Embrace the humanity of all people and welcome diverse perspectives and voices, and
- Be supported by a caring community that sparks their curiosity and fuels their progress down a self-determined path.

» 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 new methods and original thinking to improve student outcomes
- Engaging our community to ensure common understanding

» CORE VALUES

Our core values express what we stand for and what we believe in. They are our foundation. They represent the lens through which all our work is done.

In District 191, we believe in (stand for) ...

Caring Community — Our culture will actively encourage and embrace each member of the community, creating a sense of support that fosters their individual growth and pursuit of learning.

Cultural Proficiency — Our school community will work to understand our assumptions and biases, making a commitment to value and manage cultural uniquenesses and adapt education to meet the needs of each student.

Future Readiness — Our students will know they are ready to meet every next challenge through the confidence that comes from adventurous exploration and rigorous academics.

Inclusive Partnership — Our collaboration and communication will inspire a culture of trust where students, families and staff are reflected in decisions that shape our district.

Student Agency — Our students will make choices that personalize their learning journey, proactively building a day-to-day experience that leads them toward their passion and purpose.

VI. Adjourn

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