



Future Ready. Community Strong.

Regular Meeting Agenda

Diamondhead Education Center
200 W. Burnsville Parkway
Burnsville, MN, 55337
September 13, 2018
6:30 PM

5:45 PM Listening Session with Jim Schmid and Darcy Schatz

- I. Call to Order
 - A. Welcome the Public
 - B. Pledge of Allegiance
- II. Approval of Agenda
- III. Information
 - A. Future Ready. Community Strong.
 - 1. Firefly CEO of the Day 3
 - B. Update on Pathways 4
Presenter: Dr. Kathy Funston, Director of Strategic Partnerships and Pathways
 - C. Receive a Report on Summer Projects 16
Presenter: Glenn Simon, Director of Operations
 - D. Reports
 - 1. Student Representative 31
 - 2. Superintendent 32
 - 3. Board Members 33
- IV. Business Meeting
 - A. Consent Agenda
Although board action is required, it is generally unnecessary to hold discussion on these items. In the event a board member wishes to discuss an item, that item will be moved for separate consideration.
 - 1. Approve Meeting Minutes 34
 - 2. Approve Personnel Recommendation 39
 - 3. Adopt a Resolution to Accept Donations 41
 - 4. Receive a Report on the Listening Session 43
 - 5. Approve, on a Second Reading Basis, Policies 602.5: *School Cancellation*; 611: *Home Schooling*; 609: *Religion*; 532: *Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds*; and 608: *Instructional Services-Special Education* 44

6. Approve Scheduling a Fall Board Retreat on Wednesday, September 26, 2018 at 5:00 p.m.	60
7. Approve, on a First Reading Basis, Changes to Policies 205: <i>Open and Closed Meetings</i> ; 419: <i>Tobacco- and Smoke-Free Environment</i> , and 421: <i>Gifts to Employees and School Board Members</i>	61
V. New Business	
A. Approve Agreement for Co-located Mental Health Services with Headway Emotional Health Services, Inc. for 2018-2019 Presenter: Lisa Rider, Executive Director of Business Services	76
B. Approve Seasonal, Casual and Temporary Employee Rates of Pay for the 2018-2019 School Year Presenter: Stacey Sovine, Executive Director of Human Resources	82
VI. Adjourn	



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**Agenda III.A.1.
September 13, 2018**

To: Board of Education, Members
Cindy Amoroso, Superintendent

From: Dr. Kathy Funston, Director of Strategic Partnerships and Pathways

Date: September 7, 2018

Re: Report on Firefly CEO of the Day

Receive a report on Firefly CEO of the Day from Dr. Kathy Funston, Director of Strategic Partnerships and Pathways.



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**Agenda III.B.
September 13, 2018**

To: Board of Education, Members
Cindy Amoroso, Superintendent

From: Dr. Kathy Funston, Director of Strategic Partnerships and Pathways

Date: September 7, 2018

Re: Update on Pathways

Receive an update on Pathways from Dr. Kathy Funston, Director of Strategic Partnerships and Pathways.



ONE91
Burnsville · Eagan · Savage



College and Career Pathways

Future Ready. Community Strong.

Each Student.
Future Ready.
Community Strong.



Benjamin Armstrong

Class of 2018

“I’ve always liked helping people,” he said.

“I want to be there when someone needs urgent care.”



Benjamin has enrolled at Inver Hills Community College with the goal to earn his Associate of Science (A.S.) in Emergency Medical Services (EMS).

Benjamin is the recipient of a \$2,500 Workforce Development Scholarship

Emergency Medical Technician Pathway

6



HEALTH SCIENCES & HUMAN SERVICES

Health Sciences
Education
Government & Community Services

EMERGENCY MEDICAL TECHNICIAN

Course Number: 8168

Grade Level: 12

Prerequisite: Must meet college requirements for concurrent enrollment through Inver Hills Community College

Are you interested in emergency medical care? This course teaches emergency care and transportation of patients via ambulance services. Students will develop skills in the use of and care of all basic emergency equipment, and includes topics such as patient assessment, trauma management, recognition and care of heart disease, respiratory problems and other medical emergencies. Emergency Medical Technicians (EMT) perform interventions with the basic equipment typically found in emergency care settings. This course consists of lecture, skills practice and clinical experiences at a local hospital, fire department, and/or ambulance service. This course is approved by the Minnesota Emergency Medical Services Regulatory Board. Participants who successfully complete the course, and are age 18, will be eligible to take the National Registry of EMT's practical and written examinations for State and National Certification as an Emergency Medical Technician. This course meets two periods daily for one semester and students earn two credits. Note: Must meet college requirements for Inver Hills Community College, GPA and college placement.



- Grade 12 students
- Approved by the Minnesota Emergency Medical Services Regulatory Board
- National Registry of EMT (State & National Certification)
- 9 credits from Inver Hills Community College
- Paramedic Program and A.S. degree

Emergency Medical Technician Pathway



City of Burnsville @BurnsvilleMN · Aug 29

The **Burnsville Fire Department** is recruiting fire fighter/paramedics. Applications will be collected until Sept. 16.

Learn more and apply for open positions at burnsville.org/jobs.

The CITY OF BURNSVILLE
Invites applications for the position of:
Firefighter/Paramedic
An Equal Opportunity Employer



OPENING DATE: 8/27/2018
CLOSING DATE: 9/16/2018

STARTING SALARY: \$5,265/month - \$5,607/month, Depending on Qualifications



Greater Twin Cities
United Way

10

Educator Pathway



HEALTH SCIENCES
& HUMAN SERVICES

Health Sciences
Education
Government & Community Services



"Grow Your Own Grant"

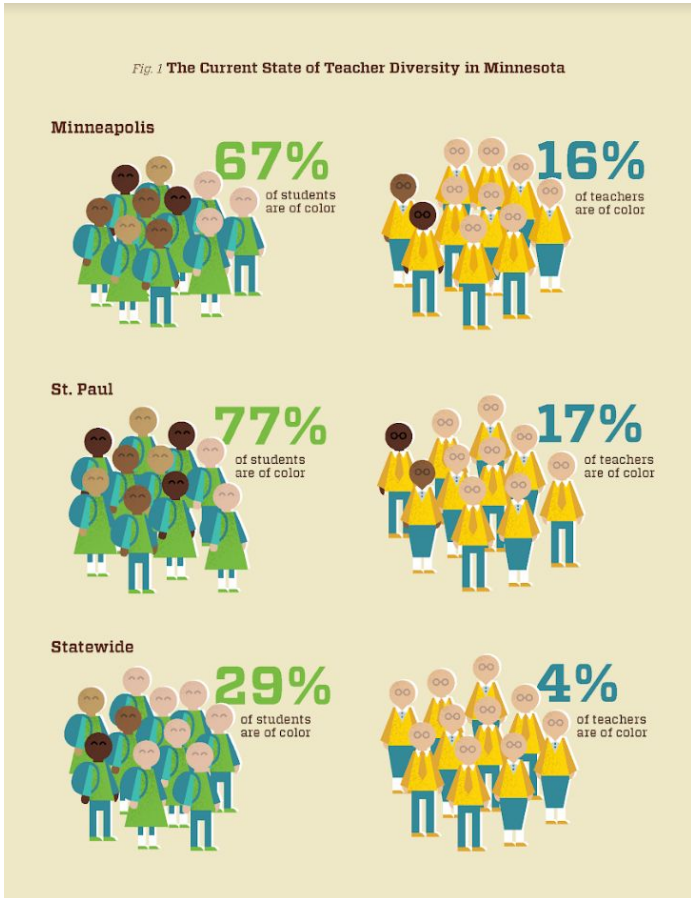
To increase the
racial diversity of
the teacher
workforce in the
State of Minnesota



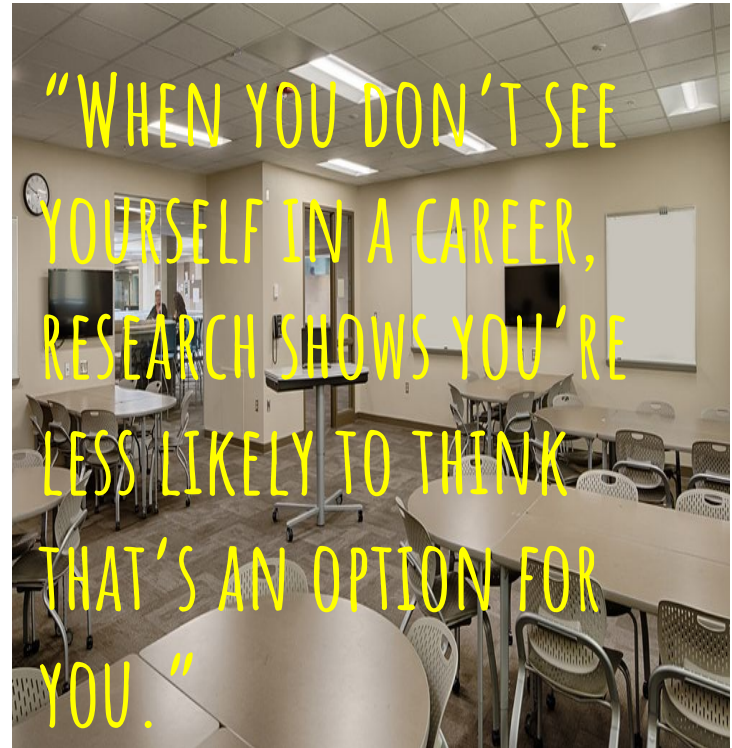
NORMANDALE
COMMUNITY COLLEGE

➤ Across Minnesota, only 4 percent of teachers are people of color, while 33.5 percent of students are. (Minnesota Report Card 2018)

12



Educator Pathway



~JEFF POPE

Educator Pathway

➤ Four One91 teachers participated in Pathways2Teaching

➤ Two Courses:

- Introduction to Education
- Multicultural Education and Human Relations in Schools

➤ 7 credits from Normandale Community College

➤ Grade 12 students



Gideon Pond Elementary

**Each Student.
Future Ready.
Community Strong.**

Pathways for All Students

For more information on pathways
and partnerships, contact:

Dr. Kathy Funston
kfunston@isd191.org
952-707-6276



**Agenda III.C.
September 13, 2018**

To: Board of Education, Members
Cindy Amoroso, Superintendent

From: Glenn Simon, Director of Operations, Properties and Transportation

Date: September 7, 2018

Re: Report on Summer Projects

Receive a report on Summer Projects from Glenn Simon, Director of Operations, Properties and Transportation.



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2018 Summer Projects

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Diamondhead Education Center

Bituminous work on the southeast and southern most parking lots.

18

Lots that were worked on



South East Lot Complete



River Ridge Education Center

Bituminous reconstruction on the parking lot.



River Ridge Education Center

Ramp Replacement.

Ramp during construction



New Ramp



Hidden Valley Elementary

Replaced 69 wood doors throughout the building with new Hallow Metal doors.

Before



New doors



Hidden Valley Elementary

Replaced window glass (300 panes) due to bad seals.

Before



New Glass



Hidden Valley Elementary

Removed wallcoverings, patched and painted in the front office and private offices.



Hidden Valley Elementary

Replaced water softener



Harriet Bishop Elementary

Covered the stucco siding with metal siding on the exterior mechanical room to prevent water leaking into the interior office area.

Before



New Siding



Harriet Bishop Elementary

Re-carpeted hallways, classrooms and the media center.



Before



New Carpet Tiles

Metcalfe Middle School

Replaced classroom window glass due to bad seals. (285 panes)

Before



New Window



Replaced pool covers at Burnsville High School, Eagle Ridge, Metcalf and Nicollet Middle Schools

Burnsville High School



Eagle Ridge



Metcalf



Nicollet



While this was not our project I thought it would be good to report on.

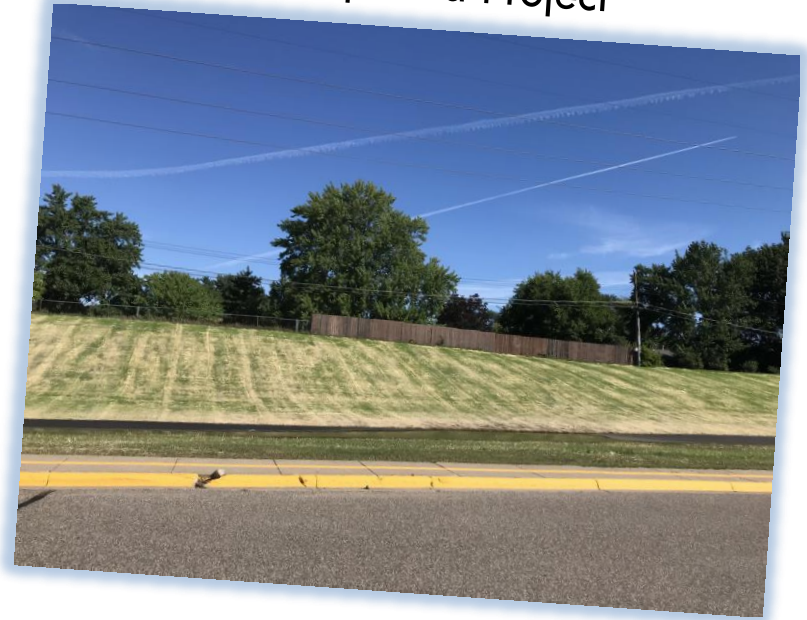
The Northern Natural gas line was installed on the Rahn Elementary Property and is completed.

Under Construction



29

Completed Project



Thank you!



**Agenda III.D.1.
September 13, 2018**

To: Board of Education, Members
Cindy Amoroso, Superintendent

From: Sundus Hussein, Student Representative

Date: September 7, 2018

Re: Student Representative Report

Receive the Student Representative Report from Student Representative Sundus Hussein.



**Agenda III.D.2.
September 13, 2018**

To: Board of Education, Members
From: Cindy Amoroso Superintendent
Date: September 7, 2018
Re: Superintendent Report

Receive the Superintendent Report on the First Day of School from Superintendent Cindy Amoroso.



Future Ready. Community Strong.

**Agenda III.D.3.
September 13, 2018**

To: Board of Education, Members
Cindy Amoroso, Superintendent

From: Jim Schmid, Board Chair

Date: September 7, 2018

Re: Board Member Reports

Receive reports from Board Members.

School Board Minutes
 INDEPENDENT SCHOOL DISTRICT 191
 August 23, 2018

The meeting of the Board of Education was called to order by Chair Schmid at 6:30 p.m. at the Diamondhead Education Center, 200 West Burnsville Parkway, Burnsville, MN. Call to Order

Members present: Directors Currier, Alt, Schatz, VandenBoom, Miller, Luth and Chair Schmid. Others in attendance were Superintendent Amoroso, administrators, staff and members of the public. Attendance

Schmid welcomed the audience and asked Miller to lead the Pledge of Allegiance. Pledge of Allegiance

Moved by Schatz, seconded by Miller, to approve the agenda. Motion carried unanimously (7, 0). Agenda

Received a report on Summer Burnsville Youth Collaboration (BYC) from Jason Sellars, Adult Education Coordinator. Reports

Received a report on Advancement Via Individual Determination (AVID) Summer Institute from Dr. Jenna Mitchler. Director of Curriculum, Instruction and Assessment, Jeff Pope, and Frannie Becquer.

Received a report on New Teacher Induction from Dr. Jenna Mitchler, Director of Curriculum, Instruction and Assessment.

Received a report on Back to School from Superintendent Cindy Amoroso.

Received a report from VandenBoom on behalf of the Technology Committee; Alt on behalf of the Policy Review Committee; Luth on behalf of the Student Performance and Achievement Committee; Currier on ISD 917; and Alt on TIES. Schatz reported on Foundation 191 Currier reported on AMSD and BHS Hall of Fame.

Moved by Luth. seconded by Alt, to approve the consent agenda:
 -Approve minutes of the regular board meeting and closed sessions on August 9, 2018. Consent Agenda Minutes

-Approve personnel recommendations for R. Meyer, R. Moran, C. Lytle, C. Parks, C. Willox, D. Risinger, L. Maidment, E. Canton, E. Canton, M. Hieb, M. Heib, R. Mestas, M Kreie Arago, E. O'Hara Stuart, S. Wolke, K. Cantolla, A. Rossow, C. Schwingle, H. Warren, D. Lake, A. Spott, A. Lund, R. Jones, J. Leraid, E. Field, M. Press, E. Pulley, M. Ruesink, L. Lpez, T. Randall, M. Davidge, T. Gaston, M. Helberg, J. Leraid, A. Yager, and L. Van Der Woude. Personnel Recommendations

-Approve May payroll checks numbered 719019-719036 and Direct Checks, deposits, receipts and

Deposit notices numbered 682124-685214 in the net amount of \$4,103,667.06. May & June claims to date represented by checks numbered 458980-459531, 1020002-1020220, and 102167-102168 and wire transfers and adjustments totaling \$7,654,570.65. Also, that the Board accepts May receipts of \$19,880,782.57 and investments for the General Fund & 2015A School Building Bonds and OPEB of \$56,038,370.18 as of May 31, 2018.

investments

-Approve June payroll checks numbered 719037-719071 and Direct Deposit notices numbered 685215- 691600 in the net amount of \$5,092,289.51. June & July claims to date represented by checks numbered 459532-459891, 1020221-1020337, and 102169-102175 and wire transfers and adjustments totaling \$9,244,294.74. Also, that the Board accepts June receipts of \$16,323,879.13 and investments for the General Fund & 2015A School Building Bonds and OPEB of \$58,448,013.06 as of June 30, 2018.

Listening Session Policies

-Accept the Budget Analysis for the month ending May 31, 2018

-Receive a report on the August 9, 2018 listening session.

-Approve, on a first reading basis, changes to Policies 602.5: School Cancellation; 611: Home Schooling; and 609: Religion.

-Approve no changes to Policy 605: Alternative Programs.

-Approve scheduling a Special Board meeting on Tuesday, August 28, 2018 at 5:00 p.m. at the Diamondhead Education Center, 200 West Burnsville Parkway, Burnsville, MN. The purpose of the Special Board meeting is Board Priorities.

Motion carried unanimously (7, 0).

Pro-Pay MOU

Moved by Schatz, seconded by Miller, to approve the proposed revisions and re-adopt the unchanged language in the 2018-2019 Pro-Pay Memorandum of Understanding with the Burnsville Education Association. Motion carried after discussion (5, 2 with Schatz, Currier, Schmid, Alt, and Miller voting in favor and Luth and VandenBoom voting against).

Policies

Moved by Currier, seconded by Schatz, to approve, on a first reading basis, changes to Policy 532: *Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds*, and Policy 608: *Instructional Services-Special Education*. Motion carried unanimously after discussion (7, 0).

Moved by VandenBoom, seconded by Miller, to approve, on a first reading basis, new Policy 511: *Fundraising*. Moved by VandenBoom, seconded by Alt, to refer Policy 511 back to committee. Motion carried unanimously after discussion (7, 0).

Adjourn

Moved by Alt, seconded by VandenBoom, to adjourn at 8:15 p.m. to a workshop on Board Priorities. Motion carried unanimously (7, 0).

The workshop began at 8:25 p.m. and ended at 9:18 p.m. The purpose of the workshop was Board Priorities.

Workshop

Bob VandenBoom, clerk

September 13, 2018

Date Approved

DRAFT

School Board Minutes
 INDEPENDENT SCHOOL DISTRICT 191
 August 28, 2018

The special meeting of the Board of Education was called to order by Chair Schmid at 5:00 p.m. at the Diamondhead Education Center, 200 West Burnsville Parkway, Burnsville, MN, 55337.

Call to Order

Members present: Directors VandenBoom, Alt, Schatz, Luth, Miller and Chair Schmid. Currier was absent.

Attendance

Superintendent Amoroso, administrators and members of the public were also present.

Luth led the Pledge of Allegiance.

Pledge

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

Moved by Schatz, seconded by Miller, to approve for the 2019-2020 school year, the proposed programming priorities and staffing retention protections and their qualifying criteria in the following areas:

Board Priorities

PROGRAMMING PRIORITIES AND STAFFING RETENTION PROTECTIONS	QUALIFYING CRITERIA
Retain the staff, at their 2018-2019 total FTE, who teach Chef 2, Chef 3, and Hospitality Internship (Culinary Pathway) courses that are approved by the site administrator for the 2019-2020 school year schedule.	Current MN teaching license, vocational license, SafeSchools certified, ProStart trained, credentialed by partnering post-secondary institution for the 2019-2020 school year schedule.
Retain the staff, at their 2018-2019 total FTE, who teach Project Lead the Way (PLTW + Engineering Pathway) courses that are approved by the site administrator for the 2019-2020 school year schedule.	Current MN teaching license in the areas under STEM and specialized PLTW certification for the 2019-2020 school year schedule.
Retain the staff, at their 2018-2019 total FTE, who teach Concurrent Enrollment courses that are approved by the site administrator for the 2019-2020 school year schedule.	Current MN teaching license, additional post-graduate education, and credentialed by partnering post-secondary institution for the 2019-2020 school year schedule.
Retain the staff, at their 2018-2019 total FTE, who teach Healthcare Core, Nursing Assistant, and EMT (Healthcare Pathway) courses that are approved by the site administrator for the 2019-2020 school year schedule.	Current MN teaching license, meet all requirements of MDE and MDH, and credentialed by partnering post-secondary institution for the 2019-2020 school year schedule.

Retain the staff, at their 2018-2019 total FTE, who teach CTE Eligible courses that are approved by the site administrator for the 2019-2020 school year schedule.	Current MN teaching license and CTE license for the 2019-2020 school year schedule.
Retain the staff, at their 2018-2019 total FTE, who teach Education Pathway courses that are approved by the site administrator for the 2019-2020 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 2019-2020 school year schedule.
Retain the staff, at their 2018-2019 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 2019-2020 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 2019-2020 school year schedule.
Retain the staff, at their 2018-2019 total FTE, who teach Welding/Autobody, Intro to Consumer Auto, Advanced Auto/Vehicle Services (Automotive Pathway) courses that are approved by the site administrator for the 2019-2020 school year schedule.	Current MN teaching license and specific training, Automotive Service Excellence (ASE) certified, credentialed by partnering post-secondary institution for the 2019-2020 school year schedule.
Retain the staff, at their 2018-2019 total FTE, who teach Construction Trades I and II (Construction Pathway) courses that are approved by the site administrator for the 2019-2020 school year schedule.	Current MN teaching license and credentialed by partnering post-secondary institution for the 2019-2020 school year schedule.

Be it further resolved that staffing retention protection aligns with the District 191 Strategic Plan and are for traits such as unique specialized training, external certifications or licenses, language proficiency, and recruitment and retention of teachers and administrators with diverse racial and ethnic backgrounds. The staffing retention protections do not limit the Board's ability to determine the programs, functions, overall budget, utilization of technology, organizational structure, selection of personnel, ability to discipline, and the direction and number of personnel. Motion carried unanimously after discussion (6, 0).

Moved by Luth, seconded by VandenBoom, to adjourn at 5:05 p.m. Motion carried unanimously (6, 0).

Adjourn

Bob VandenBoom, clerk

Date Approved

September 13, 2018

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

TO: Members, Board of Education
Cynthia Amoroso, Superintendent

FROM: Stacey Sovine, Executive Director of Human Resources

DATE: September 13, 2018 FINAL

RE: Recommended Personnel Changes

CLASSIFICATION	ACTION	POSITION CONTROL	NAME	FINAL	LOCATION	POSITION	EFFECTIVE DATE
Certified	Appointment		Charles Baranauckas		MW Savage Elementary School	Teacher - Long Term Substitute	8/27/2018-11/12/2018
Certified	Appointment	Replacement	Louis Biagi		Hidden Valley Elementary	Teacher SPED	8/20/2018
Certified	Appointment	Replacement	Joy Kamano		Nicollet Middle School	Teacher	8/28/2018
Certified	Appointment	Replacement	Barbara Bodette		Nicollet Middle School	Teacher	8/29/2018
Certified	Appointment	Replacement	Corinn Butler		Burnsville High School	Teacher SPED	8/20/2018
Certified	Appointment	Replacement	Eva Carcione		Metcalf Middle School	Teacher	8/22/2018
Certified	Appointment	Replacement	Matthew Keck		Metcalf Middle School	Teacher	8/29/2018
Certified	Appointment	Replacement	Kyle Korynta		Burnsville Alternative High School	Teacher	8/27/2018
Certified	Appointment	Replacement	Berenice Nava		Eagle Ridge Middle School	Teacher	8/20/2018
Certified	Appointment	Replacement	Megan Pike		Eagle Ridge Middle School	Teacher	8/30/2018
Certified	Appointment	Replacement	Ashley Roth		Burnsville High School	Teacher	8/20/2018
Certified	Appointment	New Position	Bryce Corrow		WM. Byrne Elementary School	Teacher	8/30/2018
Certified	Change of Assignment		Elizabeth Khoury		Community Education	Teacher ABE	7/1/2018
Certified	Leave of Absence		Steven Wysocki		Eagle Ridge Middle School	Teacher	9/10/2018-6/7/2019
Certified	Resignation		Robert Griffiths		Metcalf Middle School	Teacher	9/14/2018
Certified	Retirement		Kaye Fredrikson		ECSE Center	EA Level IV	9/4/2018
Classified	Appointment	Replacement	Lori Bjork		Sioux Trail Elementary School	EA Level II	8/27/2018
Classified	Appointment	Replacement	Coujo Amegbleame		Gideon Pond Elementary	EA Level IV	9/10/2018
Classified	Appointment	Replacement	Megan Bergstrom		Hidden Valley Elementary	EA Level II	8/27/2018
Classified	Appointment	Replacement	Debra Bernsten		WM. Byrne Elementary School	Food Service Associate	8/21/2018
Classified	Appointment	Replacement	Kathy Buck		Sky Oaks Elementary School	Food Service Associate	8/21/2018
Classified	Appointment	Replacement	Jessica Charles		Metcalf Middle School	EA Level IV	8/27/2018
Classified	Appointment	Replacement	Susan Copus		Edward Neill Elementary	EA Level II	8/27/2018
Classified	Appointment	Replacement	Shamseh Delshad		Burnsville High School	Food Service Associate	8/21/2018
Classified	Appointment	Replacement	Charlene Fischer		Metcalf Middle School	Food Service Associate	9/4/2018
Classified	Appointment	Replacement	Lucas Gage		Diamondhead Education Center	Tech Specialist I	8/27/2018
Classified	Appointment	Replacement	Tina Gray		Diamondhead Education Center	Benefits Specialist	8/20/2018
Classified	Appointment	Replacement	Jada Hoffman		Sioux Trail Elementary School	EA Level IV	8/27/2018
Classified	Appointment	Replacement	Roberta Hop		District-wide	Nurse	8/30/2018
Classified	Appointment	Replacement	Hodan Ibrahim		Hidden Valley Elementary	EA Level IV	8/27/2018
Classified	Appointment	Replacement	Elaine Johnson		Hidden Valley Elementary	EA Level II	8/27/2018
Classified	Appointment	Replacement	Janice Morris		Harriet Bishop Elementary	Food Service Associate	8/20/2018
Classified	Appointment	Replacement	Angela Oftedahl		Gideon Pond Elementary	Food Service Associate	8/21/2018
Classified	Appointment	Replacement	Michelle Okerstrom		Sky Oaks Elementary School	EA Level IV	8/27/2018
Classified	Appointment	Replacement	Sara Schansberg		Rahn Elementary School	Food Service Associate	8/21/2018
Classified	Appointment	Replacement	Amanda Schreyer		District-wide	Nurse	8/27/2018
Classified	Appointment	Replacement	Nelle Tokheim		Sioux Trail Elementary School	EA Level II	8/27/2018
Classified	Appointment	Replacement	Hamza Hassan	*	MW Savage Elementary School	EA Level III	9/10/2018
Classified	Appointment	New Position	Hamdi Hussein		ECSE Center	EA Level IV	8/27/2018
Classified	Appointment	New Position	Fatuma Abdifatah		Hidden Valley Elementary	EA Level II	8/27/2018
Classified	Appointment	New Position	Brittany Barkus		MW Savage Elementary School	EA Level III	8/27/2018
Classified	Appointment	New Position	Lisa Engebretson		Diamondhead Education Center	CE Coordinator I	8/22/2018
Classified	Appointment	New Position	Britnee Gare		Diamondhead Education Center	CE Coordinator I	8/24/2018
Classified	Appointment	New Position	Cintra Godfrey		WM. Byrne Elementary School	EA Level IV	8/27/2018
Classified	Appointment	New Position	Rebecca Jones		MW Savage Elementary School	EA Level IV	8/27/2018
Classified	Appointment	New Position	Haley Johnson		Diamondhead Education Center	CE Program Assistant	8/27/2018
Classified	Appointment	New Position	Linda Kaytor		Burnsville High School	EA Level IV	8/27/2018
Classified	Appointment	New Position	Joseph O'Donnell		WM. Byrne Elementary School	EA Level IV	8/27/2018
Classified	Appointment	New Position	Huda Odowa		Diamondhead Education Center	Clerical Level IV	9/6/2018
Classified	Appointment	New Position	Lisa Reuter		Sioux Trail Elementary School	EA Level IV	8/27/2018
Classified	Change of Assignment	New Position	Anthony Allen		Metcalf Middle School	CE Coordinator I	9/6/2018
Classified	Resignation		Kelsey Beerling		Harriet Bishop Elementary	CE Program Supervisor	8/24/2018
Classified	Resignation		Michele Lowe		MW Savage Elementary School	EA Level II	8/24/2018
Classified	Resignation		Tiara Diver		Eagle Ridge Middle School	Food Service Associate	8/22/2018

Classified	Resignation		Catherine Molinett	*	Hidden Valley Elementary	EA Level III	9/7/2018
Classified	Resignation		Najima Ahmed Khan		BEST	EA Level IV	8/27/2018
Classified	Resignation		Amy Keirstead	*	ECSE Center	EA Level IV	9/21/2018
Classified	Resignation		Timothy Schwab	*	MW Savage Elementary School	CE Coordinator I	9/12/2018
Classified	Retirement		Jane Wessen		District-wide	EA Level IV	9/7/2018
Co-Curricular/Coach	Appointment	Replacement	Ryan Kolumbus		Burnsville High School	Asst Coach Football	Fall Season 2018
Co-Curricular/Coach	Appointment	Replacement	Edward Byrne		Eagle Ridge Middle School	Head Coach Girls Soccer Middle Sc	Fall Season 2018
Co-Curricular/Coach	Appointment	Replacement	Kara McGowan		Gideon Pond Elementary	Volunteer Coordinator	Year Round
Co-Curricular/Coach	Appointment	Replacement	Linda Smith		Harriet Bishop Elementary	Volunteer Coordinator	Year Round
Co-Curricular/Coach	Appointment	New Position	Tracy Eberlein		Burnsville High School	Asst Coach Spirit Cheer	Year Round
Co-Curricular/Coach	Resignation		Bryan Dykstra		Burnsville High School	Wrestling Coach	8/28/2019
Co-Curricular/Coach	Resignation		Jordan Wein		Burnsville High School	Marching Band, Drumline	8/21/2018
Co-Curricular/Coach	Resignation		Steven Wysocki		Eagle Ridge Middle School	Eagle Ridge Wrestling Coach	8/28/2018



**Agenda IV.A.3.
September 13, 2018**

To: Members, Board of Education
Cindy Amoroso, Superintendent

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

Date: September 7, 2018

Re: Donations

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

RESOLUTION TO ACCEPT DONATIONS

WHEREAS,

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

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

Moved by: _____

Seconded by: _____

Members in favor of the motion:

Members opposed:

Whereupon said Resolution was declared duly passed and adopted on September 13, 2018.

Bob VandenBoom
Clerk – Board of Education

Date	Donor	Recipient	Terms	Donation
8/7/2018	Cub Foods in Eagan	Rahn Elementary	National Night Out	\$25.00 gift card
8/15/2018	Corinne Bonin	Sioux Trail Elementary	Health office student use	pkgs of new socks, pkgs new underwear, & deodorant
8/14/2018	McDonald's	Rahn Elementary	Rahn Night at McDonald's	50% of all proceeds went to Rahn PTO
8/7/2018	Chili's Grill & Bar	Rahn Elementary	National Night Out at Rahn	Chips and Iced Tea
8/13/2018	Fairview Eagan Clinic	Rahn Elementary	school supplies	backpacks, markers, colors
8/21/2018	Burnsville Lions Club	Hidden Valley Elementary	Supplies for Staff & Students	Back Packs, Notebooks, pens, pencils, backpacks, kleenex, folders, sanitizing wipes, markers, rulers, 3 ring binders, glue sticks
8/22/2018	Lisa Raley	Eagle Ridge Middle School	Student School Supplies	School Supplies donated in memory of her son Brett Michael Raley.
8/27/2018	Anonymous	Burnsville High School	To support student learning and interest in automotive and related careers.	Two Yamaha motorcycles
8/28/2018	Fairview Ridges Hospital	District 191	purchase school supplies for students in need	\$100 Target gift card
8/29/2018	Carrie Hess	Eagle Ridge Middle School	Teacher/Staff Supplies	Assortment of stacking trays, binders, hanging files and manila folders
9/4/2018	Andrea Bien	Eagle Ridge Middle School	Student School Supplies	One large grocery bag of school supplies for student use
9/6/2018	American Vets - Post -1	Rahn Elementary	to help with student needs	\$2,500.00
9/6/2018	New Horizons Academy	Rahn Elementary	school supplies	paper, pens, pencils, glue, etc.

Total monetary donation received: \$2,500.00



**Agenda IV.A.4.
September 13, 2018**

To: Board of Education, Members
From: Cindy Amoroso, Superintendent
Date: September 7, 2018
Re: Report on Listening Session on August 23, 2018

8.23.18 School Board Listening Session
Board Members: Bob VandenBoom and Dan Luth
Superintendent Cindy Amoroso

No one attended the listening session on August 23, 2018.



Future Ready. Community Strong.

**Agenda IV.A.5.
September 13, 2018**

To: Board of Education

From: Stacey Sovine, Dr. Jenna Mitchler, Cindy Amoroso, and Stephanie White

Date: September 6, 2018

Re: Policies 602.5: *School Cancellation*; 611: *Home Schooling*; 609: *Religion*; 532: *Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds*; and 608: *Instructional Services-Special Education*.

Recommendation: Approve, on a Second Reading Basis, Policies 602.5: *School Cancellation*; 611: *Home Schooling*; 609: *Religion*; 532: *Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds*; and 608: *Instructional Services-Special Education*.

The policies were reviewed by administration and the Policy Review Committee. The first reading was approved on August 23, 2018.

602.5	revisions suggested by administration to align with current practice
611	revisions suggested by MSBA
609	changed sectarian to religious as requested by the Policy Review Committee.
532	<ul style="list-style-type: none"> • Change “those” to “students” in Section II • Strike sentence “Specific exceptions for ... (IEP).” in Section II • Change “liaison” to “resource” throughout policy • Remove “with an IEP” used throughout the policy (redundant).
608	<ul style="list-style-type: none"> • Strike D & E. It is not listed on MSBA’s policy and surrounding districts do not include it.

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

602.5 SCHOOL CANCELLATION

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

A. Delayed Starts

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

B. Early Dismissals

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

C. School Closing

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

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

III. GENERAL INFORMATION ON DISMISSALS AND CLOSINGS

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

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

Legal References:

Cross References:

Adopted: 12/17/2015
Reviewed: 8/23/2018
Revised: 9/13/2018
Rescinds:

Burnsville-Eagan-Savage School District Policy 611

611 HOME SCHOOLING

I. PURPOSE

The purpose of this policy is to recognize and provide guidelines in accordance with state law for parents who wish to have their children receive education in a home school that is an alternative to an accredited public or private school.

II. GENERAL STATEMENT OF POLICY

The Compulsory Attendance Law (Minn. Stat. § 120A.22) provides that the parent or guardian of a child is primarily responsible for assuring that the child acquires knowledge and skills that are essential for effective citizenship. (Minn. Stat. § 120A.22, Subd. 1)

III. CONDITIONS FOR HOME SCHOOLING

The person in charge of a home school and the school district must provide instruction and meet the requirements specified in Minn. Stat. § 120A.22.

IV. IMMUNIZATION

The parent or guardian of a home-schooled child shall submit statements as required by Minn. Stat. § 121A.15, Subds. 1, 2, 3, 4, and 12, on the appropriate Minnesota Department of Education form, to the superintendent of the school district in which the child resides by October 1 of the first year of home schooling in Minnesota and the grade 7 year. (Minn. Stat. § 121A.15, Subd. 8)

V. TEXTBOOKS, INSTRUCTIONAL MATERIAL, STANDARD TESTS

Upon formal request as required by law, the school district will provide textbooks, individualized instructional or cooperative learning materials, software or other educational technology, and standardized tests and loan or provide them for use by a home-schooled child as provided in Minn. Stat. § 123B.42 and Minn. Rules Ch. 3540. The school district is not required to expend any amount for this purpose that exceeds the amount it receives pursuant to Minn. Stat. §§ 123B.40-123B.48 for this purpose. If curriculum has both physical and electronic components, the school district will, at the request of the student or the student's parent or guardian, make the electronic component accessible to a resident student provided that the school district does not incur more than an incidental cost as a result of providing access electronically.

VI. PUPIL SUPPORT SERVICES

Upon formal request as required by law, the school district will provide pupil support services in the form of health services and counseling and guidance services to a home-schooled child as provided by Minn. Stat. § 123B.44 and Minn. Rules Ch. 3540. The school district is not required to expend an amount for any of these purposes that exceeds the amount it receives pursuant to Minn. Stat. §§ 123B.40-123B.48 for any of these purposes.

VII. EXTRACURRICULAR ACTIVITIES

Resident pupils who receive instruction in a home school (where five or fewer students receive instruction) may fully participate in extracurricular activities of the school district on the same basis as other public school students. (Minn. Stat. §§ 123B.36, Subd. 1, and 123B.49, Subd. 4)

VIII. SHARED TIME PROGRAMS

Enrollment in class offerings of the school district.

- A. A home-schooled child who is a resident of the school district may enroll in classes in the school district as a shared time pupil on the same basis as other nonpublic school students. The provisions of this policy shall not be determinative of whether the school district allows the enrollment of any pupils on a shared-time basis.
- B. The school district may limit enrollment of shared-time pupils in such classes based on the capacity of a program, class, grade level, or school building. The school board and administration retain sole discretion and control over scheduling of all classes and assignment of shared time pupils to classes.

IX. OPTIONAL COOPERATIVE ARRANGEMENTS

A. Activities

- 1. Minnesota State High School League sponsored activities (where six or more students receive instruction in the home school or the home school students are not residents of the school district).

A home school which is a member of the Minnesota State High School League may request that the school district enter into a cooperative sponsorship arrangement as provided in Minnesota State High School League Bylaw 403.00. The approval of such an arrangement shall be at the discretion of the school board.

- a. The home school must become a member of the Minnesota State High School League in accordance with the rules of the Minnesota State High School League.

- b. The home school is solely responsible for any costs or fees associated with its application for and/or subsequent membership in the Minnesota State High School League.
 - c. The home school is responsible for any and all costs associated with its participation in a cooperative sponsorship arrangement as well as any school district activity fees associated with the Minnesota State High School League activity.
2. Non-Minnesota State High School League activities where six or more students receive instruction in the home school.

A home-schooled child may participate in non-Minnesota State High School League activities offered by the school district upon application and approval from the school board to participate in the activity and the payment of any activity fees associated with the activity. However, home school students may not be charged higher activity fees than other public school students. An approval shall be granted at the discretion of the school board.

B. Transportation Services

- 1. The school district may provide nonpublic nonregular transportation services to a home-schooled child.
- 2. The school board of the school district retains sole discretion and control and management of scheduling routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, and any other matter relating to the provision of transportation services.

Legal References: Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 120A.26 (Enforcement and Prosecution)
Minn. Stat. § 121A.15 (Health Standards; Immunizations; School Children)
Minn. Stat. § 123B.36 (School Boards May Require Fees)
Minn. Stat. § 123B.41 (Definitions)
Minn. Stat. § 123B.42 (Textbooks, Individual Instruction Material, Standard Tests)
Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
Minn. Stat. § 123B.49 (Cocurricular and Extracurricular Activities)
Minn. Stat. § 123B.86 (Equal Treatment - Transportation)
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Rules Ch. 3540 (Textbooks, Individualized Instruction Materials,

Standardized Tests)

Cross References: Burnsville-Eagan-Savage School District Policy 509 (Enrollment of Nonresident Students)
Burnsville-Eagan-Savage School District Policy 510 (School Activities)

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

Burnsville-Eagan-Savage School District Policy 609

609 RELIGION

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. RESPONSIBILITY

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

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

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

Cross References: Burnsville-Eagan-Savage School District Policy 801 (Equal Access to School Facilities)

Adopted: 4/04
Reviewed: 8/23/2018
Revised: 9/13/2018
Rescinds: JFCB

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

All students, including students with IEPs, are subject to the terms of the school district's discipline policy. School site administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Appropriate corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

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

III. DEFINITIONS

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

- A. "Emergency" means a situation where immediate intervention is needed to protect a child or other individual from physical injury or to prevent serious property damage.
- B. "Peace officer" means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection

of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term “peace officer” includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.

- C. “School resource officer” is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to provide law enforcement assistance and support to the building administration and to promote school safety, security, and positive relationships with students.
- D. “Crisis team” means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.
- E. The phrase “remove the student from school grounds” is the act of securing the person of a student and escorting that student from the school building or school activity at which the student is located.
- F. “Student with an IEP” or “the student” means a student who is eligible to receive special education and related services pursuant to the terms of an IEP.
- G. All other terms and phrases used in this policy shall be defined in accordance with applicable state and federal law or ordinary and customary usage.

IV. REMOVAL OF STUDENTS WITH IEPs FROM SCHOOL GROUNDS

A. Removal By Crisis Team

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

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

B. Removal By School Resource Officer or Peace Officer

If a student engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school

property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the police resource officer or a peace officer remove the student from school grounds.

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

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

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

C. Reasonable Force Permitted

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

In removing a student from school grounds, police resource officers or peace officer and school district personnel are further prohibited from engaging in the following conduct:

1. Corporal punishment prohibited by Minn. Stat. § 121A.58;
2. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;
3. Totally or partially restricting a child's senses as punishment;

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

D. Parental Notification

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

E. Continued Removals; Review of IEP

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

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

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

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

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

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

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

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

Adopted: 2/99
Reviewed: 8/23/2018
Revised: 9/13/2018
Rescinds: IHBHA

608 INSTRUCTIONAL SERVICES – SPECIAL EDUCATION

I. PURPOSE

The purpose of this policy is to set forth the position of the Independent School District 191 School Board on the need to provide special education and related services to some students in the District.

II. GENERAL STATEMENT OF POLICY

Consistent with federal and Minnesota law, special education instruction and related services will be provided to all children with disabilities ages birth through 21 or graduation, who need and meet the eligibility criteria for special education instruction and related services. Special education instruction and related services included on a child's Individual Education Program (IEP) plan, Individual Interagency Intervention Plan (IIP) or Individual Family Service Plan (IFSP) will be provided at no cost to the parent or guardian of the child.

III. RESPONSIBILITIES

- A. The school board accepts its responsibility to identify, evaluate, and provide special education instruction and related services to children with disabilities who are the responsibility of the District and who meet the eligibility criteria to qualify for special education and related services as set forth in Minnesota and federal law.
- B. The District shall ensure that all qualified children with disabilities are provided the special education and related services which are appropriate to their educational needs.
- C. When such services require or result from interagency cooperation, the District shall participate in such interagency activities in compliance with applicable federal and state law.

Legal References: Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 125A.02 (Definition of Child with a Disability)
Minn. Rules Ch.3525 (Department of Education: Child with a Disability)
Minn. Stat. §§ 125A.027, 125A.03, 125A.08, 125A.15, and 125A.29 (District Obligations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education

Improvement Act of 2004)

Cross References: Burnsville-Eagan-Savage School District Policy 508 (Extended School Year for Certain Students with Individualized Education Programs)
Burnsville-Eagan-Savage School District Policy 509 (Enrollment of Nonresident Students)
Burnsville-Eagan-Savage School District Policy 521 (Student Disability Nondiscrimination)



Future Ready. Community Strong.

**Agenda IV.A.6.
September 13, 2018**

To: Board of Education, Members
Cindy Amoroso, Superintendent

From: Jim Schmid, Board Chair

Date: September 7, 2018

Re: Fall Board Retreat

Recommendation: that the Board of Education approves scheduling a Board Retreat on Wednesday, September 26, 2018 at 5:00 p.m. at the Diamondhead Education Center, 200 West Burnsville Parkway, Burnsville, MN. The purpose of the Board Retreat is Board Development with Minnesota School Board Association (MSBA).



Future Ready. Community Strong.

**Agenda IV.A.7.
September 13, 2018**

To: Board of Education
From: Cindy Amoroso, Assistant Superintendent
Date: September 6, 2018
Re: Policies 205: *Open and Closed Meetings*; 419: *Tobacco- and Smoke-Free Environment*; and 421: *Gifts to Employees and School Board Members*

Recommendation: Approve, on a First Reading Basis, Changes to Policies 205: *Open and Closed Meetings*; 419: *Tobacco- and Smoke-Free Environment*; and 421: *Gifts to Employees and School Board Members*.

These policies were reviewed by administration and the Policy Review Committee on September 6. The revisions were suggested by Minnesota School Board Association (MSBA).

205 - Interactive technology provisions added.

419 - Additions to the definitions, Section III.

421 - Clarifies that an award or recognition plaque with a \$5 or less resale value may be accepted.

Adopted: 7/1985

Burnsville-Eagan-Savage School District Policy 205

Reviewed: ~~4/13/2017~~9/13/2018

Revised: ~~5/28/2015~~—MSBA 2018

Rescinds: *BD*

205 OPEN MEETINGS AND CLOSED MEETINGS

I. PURPOSE

- A. The school board embraces the philosophy of openness in the conduct of its business, in the belief that openness produces better programs, more efficiency in administration of programs, and an organization more responsive to public interest and less susceptible to private interest. The school board shall conduct its business under a presumption of openness. At the same time, the school board recognizes and respects the privacy rights of individuals as provided by law. The school board also recognizes that there are certain exceptions to the Minnesota Open Meeting Law as recognized in statute where it has been determined that, in limited circumstances, the public interest is best served by closing a meeting of the school board.
- B. The purpose of this policy is to provide guidelines to assure the rights of the public to be present at school board meetings, while also protecting the individual's rights to privacy under law, and to close meetings when the public interest so requires as recognized by law.

II. GENERAL STATEMENT OF POLICY

- A. Except as otherwise expressly provided by statute, all meetings of the school board, including executive sessions, shall be open to the public.
- B. Meetings shall be closed only when expressly authorized by law.

III. DEFINITION

“Meeting” means a gathering of at least a quorum or more members of the school board, or quorum of a committee or subcommittee of school board members, at which members discuss, decide, or receive information as a group on issues relating to the official business of the school board. The term does not include a chance or social gathering.

IV. PROCEDURES

- A. Meetings
 - 1. Regular Meetings

A schedule of the regular meetings of the school board shall be kept on file at its primary offices. If the school board decides to hold a regular meeting at a time or place different from the time or place stated in its schedule, it shall give the same notice of the meeting as for a special meeting.

2. Special Meetings

- a. For a special meeting, the school board shall post written notice of the date, time, place, and purpose of the meeting on the principal bulletin board of the school district or on the door of the school board's usual meeting room if there is no principal bulletin board. The school board's actions at the special meeting are limited to those topics included in the notice.
- b. The notice shall also be mailed or otherwise delivered to each person who has filed a written request for notice of special meetings.
- c. This notice shall be posted and mailed or delivered at least three days before the date of the meeting. As an alternative to mailing or otherwise delivering notice to persons who have filed a written request, the school board may publish the notice once, at least three days before the meeting, in the official newspaper of the school district or, if none, in a qualified newspaper of general circulation within the area of the school district.
- d. A person filing a request for notice of special meetings may limit the request to particular subjects, in which case the school board is required to send notice to that person only concerning those particular subjects.
- e. The school board will establish an expiration date on requests for notice of special meetings and require refiling once each year. Not more than 60 days before the expiration date of request for notice, the school board shall send notice of the refiling requirement to each person who filed during the preceding year.

3. Emergency Meetings

- a. An emergency meeting is a special meeting called because of circumstances that, in the judgment of the school board, require immediate consideration.
- b. If matters not directly related to the emergency are discussed or acted upon, the minutes of the meeting shall include a specific description of those matters.

- c. The school board shall make good faith efforts to provide notice of the emergency meeting to each news medium that has filed a written request for notice if the request includes the news medium's telephone number.
- d. Notice of the emergency meeting shall be given by telephone or any other method used to notify the members of the school board.
- e. Notice shall be provided to each news medium which has filed a written request for notice as soon as reasonably practicable after notice has been given to the school board members.
- f. Notice shall include the subject of the meeting.
- g. Posted or published notice of an emergency meeting shall not be required.
- h. The notice requirements for an emergency meeting as set forth in this policy shall supersede any other statutory notice requirement for a special meeting that is an emergency meeting.

4. Recessed or Continued Meetings

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.

5. Closed Meetings

The notice requirements of the Minnesota Open Meeting Law apply to closed meetings.

6. Actual Notice

If a person receives actual notice of a meeting of the school board at least 24 hours before the meeting, all notice requirements are satisfied with respect to that person, regardless of the method of receipt of notice.

7. Health Pandemic or Declared Emergency

In the event of a health pandemic or an emergency declared under Minn. Stat. Ch. 12, a meeting may be conducted by telephone or other electronic means in compliance with Minn. Stat. § 13D.021.

8. Meetings Conducted by Interactive Technology

A meeting may be conducted by interactive technology or other similar electronic means in compliance with Minn. Stat. § 13D.02.

B. Votes

The votes of school board members shall be recorded in a journal kept for that purpose, and the journal shall be available to the public during all normal business hours at the administrative offices of the school district.

C. Written Materials

1. In any open meeting, a copy of any printed materials, including electronic communications, relating to the agenda items prepared or distributed by the school board or its employees and distributed to or available to all school board members shall be available in the meeting room for inspection by the public while the school board considers their subject matter.
2. This provision does not apply to materials not classified by law as public, or to materials relating to the agenda items of a closed meeting.

D. Data

1. Meetings may not be closed merely because the data to be discussed are not public data.
2. Data that are not public data may be discussed at an open meeting if the disclosure relates to a matter within the scope of the school board's authority and is reasonably necessary to conduct the business or agenda item before the school board.
3. Data discussed at an open meeting retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.

E. Closed Meetings

1. Labor Negotiations Strategy
 - a. The school board may, by a majority vote in a public meeting, decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals.
 - b. The time and place of the closed meeting shall be announced at the public meeting. A written roll of school board members and all other persons present at the closed meeting shall be made available to the public after the closed meeting. The proceedings shall be tape recorded, and the tape recording shall be preserved for two

years after the contract discussed at the meeting is signed. The recording shall be made available to the public after all labor contracts are signed by the school board for the current budget period.

2. Sessions Closed by Bureau of Mediation Services

All negotiations, mediation sessions, and hearings between the school board and its employees or their respective representatives are public meetings. These meetings may be closed only by the Commissioner of the Bureau of Mediation Services (BMS). The use of recording devices, stenographic records, or other recording methods is prohibited in mediation meetings closed by the BMS.

3. Preliminary Consideration of Charges

The school board shall close one or more meetings for preliminary consideration of allegations or charges against an individual subject to its authority. If the school board members conclude that discipline of any nature may be warranted as a result of those specific charges or allegations, further meetings or hearings relating to those specific charges or allegations held after that conclusion is reached must be open. A meeting must also be open at the request of the individual who is the subject of the meeting. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

4. Performance Evaluations

The school board may close a meeting to evaluate the performance of an individual who is subject to its authority. The school board shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the school board shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

5. Attorney-Client Meeting

A meeting may be closed if permitted by the attorney-client privilege. Attorney-client privilege applies when litigation is imminent or threatened, or when the school board needs advice above the level of general legal advice, i.e., regarding specific acts and their legal consequences. A meeting may be closed to seek legal advice concerning litigation strategy, but the mere threat that litigation might be a

consequence of deciding a matter one way or another does not, by itself, justify closing the meeting. The motion to close the meeting must specifically describe the matter to be discussed at the closed meeting, subject to relevant privacy and confidentiality considerations under state and federal law. The law does not require that such a meeting be recorded.

6. Dismissal Hearing

- a. A hearing on the dismissal of a licensed teacher shall be public or private at the teacher's discretion. A hearing regarding placement of teachers on unrequested leave of absence shall be public.
- b. A hearing on dismissal of a student pursuant to the Pupil Fair Dismissal Act shall be closed unless the pupil, parent or guardian requests an open hearing.
- c. To the extent a teacher or student dismissal hearing is held before the school board and is closed, the closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

7. Coaches; Opportunity to Respond

- a. If the school board has declined to renew the coaching assignment of a licensed or nonlicensed head varsity coach, it must notify the head coach within 14 days of that decision.
- b. If the head coach requests the reasons for the nonrenewal, the school board must give the head coach the reasons in writing within 10 days of receiving the request.
- c. On the request of the head coach, the school board must provide the head coach with a reasonable opportunity to respond to the reasons at a school board meeting.
- d. The meeting may be open or closed at the election of the head coach unless the meeting is closed as required by Minn. Stat. § 13D.05, Subd. 2, to discuss educational or certain other nonpublic data.
- e. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

8. Meetings to Discuss Certain Not Public Data

Any portion of a meeting must be closed if the following types of data are discussed:

- a. data that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults;
- b. active investigative data collected or created by a law enforcement agency;
- c. educational data, health data, medical data, welfare data, or mental health data that are not public data; or
- d. an individual's personal medical records.
- e. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

9. Purchase and Sale of Property

- a. The school board may close a meeting:
 - (1) to determine the asking price for real or personal property to be sold by the school district;
 - (2) to review confidential or nonpublic appraisal data; and
 - (3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.
- b. Before closing the meeting, the school board must identify on the record the particular real or personal property that is the subject of the closed meeting.
- c. The closed meeting must be tape recorded at the expense of the school district. The tape must be preserved for eight years after the date of the meeting and be made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school board has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of school board members and all other persons present at the closed meeting must be made available to the public after the closed meeting.

- d. An agreement reached that is based on an offer considered at a closed meeting is contingent on its approval by the school board at an open meeting. The actual purchase or sale must be approved at an open meeting and the purchase price or sale price is public data.

10. Security Matters

- a. The school board may close a meeting to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures, and to discuss security deficiencies in or recommendations regarding public services, infrastructure, and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses.
- b. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting.
- c. Before closing a meeting, the school board must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting.
- d. The closed meeting must be tape recorded at the expense of the school district and the recording must be preserved for at least four years.

11. Other Meetings

Other meetings shall be closed as provided by law, except as provided above. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

F. Procedures for Closing a Meeting

The school board shall provide notice of a closed meeting just as for an open meeting. A school board meeting may be closed only after a majority vote at a public meeting. Before closing a meeting, the school board shall state on the record the specific authority permitting the meeting to be closed and shall describe the subject to be discussed.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)
Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)

Minn. Stat. § 179A.14, Subd. 3 (Labor Negotiations)
 Minn. Rules Part 5510.2810 (Bureau of Mediation Services)
Brown v. Cannon Falls Township, 723 N.W.2d 31 (Minn. App. 2006)
Brainerd Daily Dispatch v. Dehen, 693 N.W.2d 435 (Minn. App. 2005)
The Free Press v. County of Blue Earth, 677 N.W.2d 471 (Minn. App. 2004)
Prior Lake American v. Mader, 642 N.W.2d 729 (Minn. 2002)
Star Tribune v. Board of Education, Special School District No. 1, 507 N.W.2d 869 (Minn. App. 1993)
Minnesota Daily v. University of Minnesota, 432 N.W.2d 189 (Minn. App. 1988)
Moberg v. Independent School District No. 281, 336 N.W.2d 510 (Minn. 1983)
Sovereign v. Dunn, 498 N.W.2d 62 (Minn. App. 1993), *rev. denied.* (Minn. 1993)
[Dept. of Admin. Advisory Op. No. 13-009 \(March 19, 2013\)](#)
 Dept. of Admin. Advisory Op. No. 12-004 (March 8, 2012)
 Dept. of Admin. Advisory Op. No. 11-004 (April 18, 2011)
 Dept. of Admin. Advisory Op. No. 10-020 (September 23, 2010)
 Dept. of Admin. Advisory Op. No. 09-020 (September 8, 2009)
 Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)
 Dept. of Admin. Advisory Op. No. 06-027 (September 28, 2006)
 Dept. of Admin. Advisory Op. No. 04-004 (February 3, 2004)

Cross References: Burnsville-Eagan-Savage School District Policy 204 (School Board Meeting Minutes)
 Burnsville-Eagan-Savage School District Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
 Burnsville-Eagan-Savage School District Policy 207 (Public Hearings)
 Burnsville-Eagan-Savage School District Policy 406 (Public and Private Personnel Data)
 Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)
 MSBA Service Manual, Chapter 13, School Law Bulletin “C” (Minnesota’s Open Meeting Law)

Adopted: 6/87

Burnsville-Eagan-Savage School District Policy 419

Reviewed: [12/14/2017](#)/[13/2018](#)

Revised: [5/93](#), [7/0](#), [9/14](#), [9/29/2016](#)[MSBA 2018](#)

Rescinds: [GBK-R](#), [JFCG](#)

419 TOBACCO- AND SMOKE-FREE ENVIRONMENT

I. PURPOSE

The purpose of this policy is to maintain learning and working environments that are tobacco and smoke free.

II. GENERAL STATEMENT OF POLICY

- A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or electronic cigarettes in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related device, or electronic cigarette in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.
- D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, devices, or electronic cigarettes. The school district will not promote or allow promotion of tobacco products or e-cigarettes on school property or at school-sponsored events.

III. TOBACCO AND TOBACCO-RELATED DEVICES DEFINED

- A. “Electronic cigarette” means any oral device that provides a vapor of liquid

nicotine, lobelia, and/or other similar substance [intended for human consumption](#), and the use or inhalation of which simulates smoking. The term shall include any such devices, whether they are manufactured, distributed, marketed, or sold as e-cigarettes, e-cigars, e-pipes, or under another product name or descriptor.

- B. “Tobacco” means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco.
- C. “Tobacco-related devices” means cigarette papers or pipes for smoking [or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of vapors of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.](#)
- D. “Smoking” means inhaling or exhaling smoke from any lighted cigar, cigarette, pipe, or any other lighted tobacco or plant product. Smoking also includes carrying a lighted cigar, cigarette, pipe, or any other lighted tobacco or plant product intended for inhalation and the use of electronic cigarettes, including the inhaling and exhaling of vapor from any electronic delivery device.

IV. EXCEPTIONS

- A. A violation of this policy does not occur when a Native American adult lights tobacco on school district property as a part of a traditional Native American spiritual or cultural ceremony. A Native American is a person who is a member of a Native American tribe as defined under Minnesota law and/or self identifies as a Native American.
- B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.

V. ENFORCEMENT

- A. All individuals on school premises shall adhere to this policy.
- B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.
- C. School district administrators and other school personnel who violate this

tobacco-free policy shall be subject to school district discipline procedures.

- D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.
- E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.
- F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.
- G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

VI. DISSEMINATION OF POLICY

- A. This policy shall appear in the student handbook.
- B. The school district will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)
Minn. Stat. § 609.685 (Sale of Tobacco to Children)
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

Cross References: Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
MSBA Service Manual, Chapter 2, Students; Rights, Responsibilities and Behavior

Adopted: 07/01
Reviewed: [12/14/20179/13/2018](#)
Revised: [12/3/2015MSBA 2018](#)
Rescinds: GBI-R

Burnsville-Eagan-Savage School District Policy 421

421 GIFTS TO EMPLOYEES AND SCHOOL BOARD MEMBERS

I. PURPOSE

The purpose of this policy is to avoid the appearance of impropriety or the appearance of a conflict of interest with respect to gifts given to school district employees and school board members.

II. GENERAL STATEMENT OF POLICY

- A. The school district recognizes that students, parents, and others may wish to show appreciation to school district employees. The policy of the school district, however, is to discourage gift-giving to employees and to encourage donors instead to write letters and notes of appreciation or to give small tokens of gratitude as memorabilia.
- B. A violation of this policy occurs when any employee solicits, accepts, or receives, either by direct or indirect means, a gift from a student, parent, or other individual or organization of greater than nominal value.
- C. A violation of this policy occurs when any employee solicits, accepts, or receives a gift from a person or entity doing business with or seeking to do business with the school district. Employees may accept items of insignificant value of a promotional or public relations nature or a plaque with a resale value of \$5 or less with an inscription recognizing an individual for an accomplishment.-. The superintendent or designee has discretion to determine what value is “insignificant.”
- D. Teachers may accept free samples of textbooks and related teaching materials from vendors.
- E. This policy applies only to gifts given to employees where the donor’s relationship with the employee arises out of the employee’s employment with the school district. It does not apply to gifts given to employees by personal friends, family members, other employees, or others unconnected to the employee’s employment with the school district.
- F. An elected or appointed member of a school board, a school superintendent, a school principal, or a district school officer, including the school business official, may not accept a gift from an interested person.

- G. This policy does not prohibit a school board candidate from accepting campaign donations in compliance with the election and campaign finance provisions of Minnesota law.

III. DEFINITIONS

- A. “Gift” means money, real or personal property, a service, a loan, a forbearance or forgiveness of indebtedness, or a promise of future employment that is given without something of equal or greater value being received in return.
- B. “Interested person” means a person or a representative of a person or association that has a direct financial interest in a decision that a school board member, a superintendent, a school principal, or a district school officer is authorized to make.

IV. PROCEDURES

Any employee considering the acceptance of a gift shall confer with the administration for guidance related to the interpretation and application of this policy.

V. VIOLATIONS

Employees who violate the provisions of this policy may be subject to discipline, which may include reprimand, suspension, and/or termination or discharge.

Legal References: Minn. Stat. § 10A.07 (Conflicts of Interest)
Minn. Stat. § 10A.071 (Prohibition of Gifts)
Minn. Stat. § 15.43 (Acceptance of Advantage by State Employee; Penalty)
Minn. Stat. § 471.895 (Certain Gifts by Interested Persons Prohibited)

Cross References: Burnsville-Eagan-Savage School District Policy 209 (Code of Ethics)
Burnsville-Eagan-Savage School District Policy 210 (Conflict of Interest – School Board Members)
Burnsville-Eagan-Savage School District Policy 306 (Administrator Code of Ethics)



**Agenda V.A.
September 13, 2018**

To: Members, Board of Education

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

Date: September 7, 2018

Re: Approve agreement for co-located mental health services with Headway Emotional Health Services, Inc. for 2018-2019.

RECOMMENDATION: that the Board of Education approve the agreement for mental health services with Headway Emotional Health Services, Inc. for 2018-2019 for a total of \$300,000 and authorize the Executive Director of Business Services to execute the agreement.

As a result of an agreement with Headway Emotional Health Services, Inc. for the past several years, mental health services have been made available within our schools.

The agreement for 2018-19 calls for 15.6 FTE therapists to be co-located in our schools. This amount of FTEs for 2018-19 is the same as 2017-18.

Mental health services continue to be one of the greater needs of our student population and this agreement allows the district to better serve our students. I am pleased to recommend this agreement for your approval.

**CONTRACT TO PROVIDE SERVICES
BY AND BETWEEN
INDEPENDENT SCHOOL DISTRICT 191, BURNSVILLE-EAGAN-SAVAGE (ISD 191)
And
HEADWAY EMOTIONAL HEALTH SERVICES**

This contact is entered into by the Burnsville-Eagan-Savage Public Schools, District 191, 200 West Burnsville Parkway, Burnsville, Minnesota 55337 ("District 191") and Headway Emotional Health Services ("Headway"), 6425 Nicollet Avenue South, Richfield, Minnesota 55423. District 191 and Headway will be collectively referred to in this contract as "the Parties".

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Services Provided

A. Services to Be Provided at District Expense.

Headway agrees to provide mental health specialists to provide assessment social/emotional support, therapeutic treatment and referral for students and families of students attending District 191 who may be experiencing mental health, personal and family problems that may be interfering with their education and daily functioning. This does not include IEP related mental health services.

B. Services to Be Provided at Family/Student or Third Party Expense.

In addition to assessment and referral services, Headway may also provide services to students and families and charge the student or family or a third party for the services. Those services will include, but are not limited to: student counseling; parent guidance and support. The coordination and consultation with school staff as needed.

II. Headway Employee Training, Background and Employment Status

A. Training.

Headway will ensure that its employees providing service to District 191 students will be appropriately trained for the services they render and appropriately supervised by Headway. Headway has determined that its employees should have a master's degree in a mental health discipline.

B. Criminal Background Check.

Headway hereby warrants that each Headway employee providing service to District 191 has been subjected to a criminal background check pursuant to Minnesota Statute Section 299C.60 *et. seq.* Statute Section 123B.03 (as an independent contractor employed by the District) Headway warrants that no prohibited sexual contacts were discovered pursuant to such background inquiries for any employee assigned to work at a District 191 site. A copy of each staff member's criminal background study will be provided to District 191 upon request.

C. Employment.

Headway employees shall be hired and employed by Headway. Headway will be solely responsible for hiring, training, discipline, discharge and assignment of employees. Headway will assign service providers to serve in the District for ten months.

Changes in personnel will be made by Headway. Headway agrees to seek consultation with District 191 regarding assignment of service providers to District 191 sites. District 191 shall have absolute authority to prohibit a Headway staff member from providing service under this Agreement. If this occurs, Headway will have thirty business days to replace the provider without disruption of the contract.

Headway employees will not be responsible to provide administrative support to the school and should not be assigned to duties by school staff or administration.

Student, family and staff support that is related to mental health needs of the student will be provided by the service provider as they and/or Headway deem necessary and appropriate. Headway and its employees will have exclusive control and the exclusive right to determine the types, amount, and extent of services, if any, that are provided. They will have the exclusive right to serve, refuse to serve or terminate any client relationship.

The mental health specialists will work as assigned by Headway for an 8.5 hour day (including a lunch period and breaks as required by applicable law and set by Headway) providing services before, during and after school day hours during the 2018-19 school year. Specific hours will depend on the start time for each school and will be determined by Headway. The attached document shows the site locations for the 15.6 FTE Headway therapists who are assigned. The assignments may change during the school year in order to meet the needs of the schools and/or its students. A copy of the current assignments can be requested from the Headway ISD 191 School Based Supervisor or the ISD 191 Director of Student Services.

Headway employees will receive pay and benefits from Headway and will receive paid leave and holidays and any other benefits in accordance with Headway's personnel policies. Nothing in this contract shall be construed to make a Headway employee an employee of District 191. Service providers and Headway specialists agree that they are not eligible for any benefits provided to District employees or volunteers, including but not limited to insurance, severance, employee benefits, workers compensation, discounts, tenure or any other District employee benefits.

III. Independent Contractor Status

Headway is an independent contractor under this contract. It will provide all necessary training to its employees and will provide all tools, equipment, supplies and materials other than the following. ISD 191 will provide a private space with an internet connection and a locking cabinet for Headway staff to provide counseling sessions.

The mental health specialists will keep records of the various services rendered and in a manner that complies with the applicable privacy laws, so the Parties may evaluate the effectiveness of the services performed. Headway personnel shall complete and submit a weekly Client Services Summary Form and provide it to the Headway supervisor. They will provide a monthly summary report to the District along with the monthly invoice in addition to a report at the completion of the 2018-19 school year.

Headway will determine how to provide services, the types and amounts of services and which of its employees will provide the services based on their expertise and professional standards.

IV. Data Practices and Confidentiality/Informed Consent

Headway certifies that its staff members have been instructed on the private nature of information related to students of District 191. Headway will ensure that each service provider will review District 191's Data Practices Policy in full before the provider begins work in the District.

Each Party will be responsible for any data that it creates or maintains and will comply with state and federal law requiring the acquisition of data, the storage of data, the release of data and the destruction of data. Headway will obtain a release of information from each parent/guardian or adult student to share and obtain information from District 191. As members of school collaborative education teams, Headway will provide general recommendations to building staff that will enhance and improve education. District 191 will share information with Headway only as specified under district policy.

Headway will require that students under age 18 years of age will have the written, informed consent of their parent or guardian before Headway provides any services. Students ages 18 years of age and older will sign a written informed consent before services are rendered. Headway will provide initial crisis assessment and support without parental consent.

V. District Obligations under Special Education or Other Law

Headway has no authority to designate its services as "special education", "Section 504" or "related services" under the Individuals with Disabilities Education Improvement Act (IDEIA); Minnesota Statute Section 125A.; Section 504 of the Rehabilitation Act or any other state or federal disability law.

District 191 has certain obligations under the above laws and is solely responsible for providing the services, if any, required by the state and federal laws.

Headway agrees that it may not designate or recommend its services as "related services", "special education" "educational accommodations" or other education services. In addition, Headway agrees to not recommend, as part of its therapeutic program, educational programs and services.

Headway employees may not engage in restraint or seclusion (restrictive procedures) or corporal punishment upon students of District 191 while working as independent contractors for the District.

VI. Term

This Agreement shall be effective for the regular 2018-19 school year. The term does not include summer school or extended school year.

VII. Termination

Either party may elect to terminate this Agreement by providing 60 days written notice to the contract person identified in Section XVI of this Agreement.

VIII. Contract Payments

In consideration for the services described herein that are to be at District expense, the total cost to the District is not to exceed \$300,000. With Dakota County Local Collaborative Time Study (LCTS) funds dedicated for support of Headway services.

The payment schedule will be monthly payments not to exceed \$300,000. Headway will provide monthly statements. The invoice should include student name, date of service, duration of services, provider and licensure, type of service, funding source.

In the event that the program is terminated as provided in section VI, the remaining amount due for the terminated program will be paid by District 191 at a prorated rate based upon the services rendered at the time of termination. If District 191 has paid for more than the services rendered at the time of termination, Headway shall reimburse District 191 for the overpayment. Headway will provide an itemized statement of services for each period.

Payments from ISD 191 to Headway are for ancillary services that are provided to district staff such as consultation, student support groups and parent consultation. Headway will bill its clients for services rendered. Headway will not seek payment beyond the amount specified above in the 2018-19 school year. Headway agrees that if students, families or third parties do not pay for the services rendered, it will not seek payment from the District.

IX. Insurance and Indemnity

Headway shall maintain insurance coverage to cover any claims arising out of the services provided under this contract and naming District 191 as an additional insured for purposes of claims arising out of services provided under this contract. A certificate evidencing insurance obtained by Headway shall be furnished to District 191 upon request. Headway shall carry the following minimum insurance coverage in a form acceptable to District 191 at Headway's expense during the term of this contract.

- General Liability Insurance, \$1,500,000 per occurrence, minimum.
- Professional Liability Insurance, \$500,000 per occurrence, minimum.
- District 191 will be listed as an additional insured on Headway's insurance policies with respect to claims related to the services provided under this Agreement.

Headway agrees to defend, indemnify and hold harmless District 191 from any and all liability, claims, causes of action, damages, costs including attorneys' fees and expenses for injuries or damage to person or property arising from or in connection with any intentional or negligent act or omission of Headway, its officers, agents and employees; however, this provision has no effect if the sole proximate cause of injuries or damage is the intentional or reckless conduct of District 191.

X. Compliance with Applicable Laws

The Parties warrant that they will comply with all applicable federal, state and local laws.

XI. Non-Discrimination

Neither Headway nor District 191 shall discriminate on the basis of race, religion, creed, color, sex, national origin, ability, age, marital status, public assistance status, membership or activity in a local human rights commission, veteran status, or sexual orientation.

XII. Successors

All covenants, stipulations and promises in this contract will be binding upon and insure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. Headway does not have the right to assign or otherwise transfer its rights or obligations under this contract except with the written consent of District 191. Any prohibited assignment will be null and void.

XIII. Governing Law

This contract will be governed by and construed pursuant to the laws of the state of Minnesota.

XIV. Waivers

No failure on the part of either party to exercise and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof.

IX. Amendments

This contract may not be modified, amended, rescinded, canceled or waived in whole or in part, except by a written instrument signed by both parties or as provided in Section VII, Termination.

XV. Entire Agreement

This contract constitutes and expresses the entire agreement and understanding between the Parties relative to the service provided by Headway. This contract supersedes all other prior agreements between the Parties.

XVI. Notices

Any notices required by this contract shall be sent to the following contact persons for the respective parties:

By their signatures below, the signor acknowledges that he/she has authority to contract on behalf of the Party and that the Party agrees to all of the provisions of contained in this contract.

Headway Emotional Health Services

**Independent School District
191**

Brad Kopecky
Director Operations
6425 Nicollet Ave South, Suite 210
Richfield, MN 55423
(612)798-8165

Lisa Rider, Executive Director
Business Services
200 West Burnsville Parkway
Burnsville, MN 55337
(952)707-2050



HUMAN RESOURCES

AGENDA ITEM: V.B.

To: Members of the Board of Education
Superintendent Cindy Amoroso

From: Stacey Sovine
Executive Director of Human Resources

Date: September 13, 2018

RE: Seasonal, casual and temporary employee Pay Rates for the 2018-2019 School Year

Recommendation: That the Board of Education approves the following rates of pay for the 2018-2019 school year.

Discussion:

The following rates of pay and stipend amounts are both fiscally responsive and competitive with surrounding districts. Most rates have remained flat. There's a recommendation extended to the Board to approve all rates listed herein.

GENERAL	2018 / 2019	Effective:	9/1/2017
Adapted Athletic Facil.	\$ 1,937.00		
Awards Coordinator	\$ 474.00		
BHS Graduation Coordinator	\$ 1,326.00		
BHS Overload Rate current course Added 9.1.18	\$ 2,000.00	per semester plus loss prep reimbursement	
BHS Overload Rate new course Added 9.1.18	\$ 3,500.00	per semester plus loss prep reimbursement	
Burnsville Strong Advisor (Lead)	\$ 2,800.00		
Career Fair Coordinator	\$ 1,683.00		
Curriculum Lead	\$ 1,000.00		
Lead LSN Stipend	\$ 2,500.00		<i>Added 8.1.18</i>
Elem. Arts Festival Coordinator	\$ 700.00		
Extended Year Site Coordinator - 9th Grade	\$ 2,900.00		
Extended Year Site Coordinator - Elementary	\$ 3,500.00		
Extended Year Site Coordinator - Elementary/ESL	\$ 4,700.00		
PALS / BYC Site Lead	\$35 per hour		<i>Added 8.1.18</i>
First Tech	\$ 2,623.00		
Honor Society, Jr High	\$ 684.00		
Mentor	\$ 250.00		
Mentor Leadership Meetings	\$ 50.00	per mtg	
Power of One	\$ 668.00		
Robotics	\$ 2,623.00		
Theater Stipend	\$ 6,800.00		
Volunteer Coordinator	\$ 2,744.00		
Webmaster Secondary	\$ 3,124.00		
Writing Center	\$ 1,500.00		<i>Added 12.7.17</i>
SUBSTITUTES (Casual)			
Avid Tutor	\$ 13.00	per hour	
Clerical (Casual Employees)	\$ 14.00	up to step 1 of position classification	
Clerical (Former Permanent Employees)	\$ 22.25	per hour	
Community Facilitator	\$ 13.00	per hour	
Education Assistant	\$ 11.75	per hour	
Food Services	\$ 10.90	per hour	\$11.10 as of 7/1/18
Health Assistant Substitute Rate	\$ 12.25	per hour	
Health Assistant Substitute Rate (No Formal Medical License)	\$ 12.25	per hour	
Instructors (Non-licensed)	\$ 16.00	per hour	
LPNS Subbing for Health Assistants	\$ 15.30	per hour	
RN's with 2 - 3 Years Training	\$ 20.40	per hour	
RN's with B.S. Degree	\$ 25.50	per hour	
Student Avid Tutor	\$ 10.00	per hour	
Summer Custodial	\$ 11.75	per hour	<i>Up to 12.5 Increased 4/6/18</i>
Summer School Admin Intern	\$37.50	per hour	<i>Added 2/8/18</i>
Volunteer Coordinator Casual hourly	\$ 20.00	per hour	
ATHLETICS			
Basketball Announcer	\$ 30.00		
Basketball Scorer	\$ 20.00	per game (typically 3 games/night)	
Basketball Site Supervisor	\$ 80.00		
Basketball Supervision	\$ 30.00		
Basketball Ticket seller/taker	\$ 60.00		
Basketball Timer	\$ 20.00	per game (typically 3 games/night)	
Dance Competition Ticket seller/taker	\$ 20.00	per hour	
Football Announcer	\$ 30.00		
Football Field/Gate help	\$ 40.00		
Football Scorer	\$ 30.00		
Football Site Supervisor	\$ 80.00		
Football Supervision	\$ 30.00		
Football Ticket seller	\$ 40.00		
Football Ticket taker	\$ 40.00		
Football Timer	\$ 30.00		
Hockey Announcer	\$ 50.00	2 games (varsity & JV)	
Hockey Scorer/timer	\$ 50.00	2 games (varsity & JV)	
Hockey Supervision	\$ 30.00		
Lacrosse Announcer	\$30 / \$50	single / doubleheader	
Lacrosse On-field scorer/timer	\$ 30.00	2 games (varsity & JV)	
Lacrosse Scorer/timer	\$ 30.00	2 games (varsity & JV)	
Lacrosse Site Supervisor	\$50 / \$80	single / doubleheader	
Lacrosse Supervision	\$ 30.00		
Lacrosse Ticket seller/taker	\$40 / \$70	single / doubleheader	
Soccer Announcer/scorer/timer	\$30 / \$50	single / doubleheader	
Soccer Site Supervisor	\$50 / \$80	single / doubleheader	
Soccer Ticket seller/taker	\$40 / \$70	single / doubleheader	
Swimming Announcer	\$ 30.00		
Swimming Head timer	\$ 30.00		
Swimming Scorer	\$ 30.00		
Swimming Ticket seller/taker	\$ 30.00		
Volleyball Announcer	\$ 30.00		
Volleyball Scorer/timer	\$ 25.00	per match (typically 3 matches/night)	
Volleyball Site Supervisor	\$ 50.00		
Volleyball Ticket seller/taker	\$ 40.00		
Wrestling Scorer	\$ 30.00		
Wrestling Site Supervisor	\$ 50.00		
Wrestling Ticket seller/taker	\$ 30.00		
Wrestling Timer	\$ 30.00		
STUDENTS			
Student workers under 18	\$ 9.00	per hour	
Student workers over 18	\$ 9.65	per hour	<i>Added 2/8/18</i>
COMMUNITY EDUCATION			
K+ Classroom Assistant	\$ 13.00	per hour	
Other Unspecified Activities Based Upon Registration	\$ 13.00	per hour	
Senior Citizens Program Licensed Commercial Driver	\$ 19.50	per hour	
Facility Rental Tech Support	\$ 25.00	per hour	

DATE 9/1/2018