Monday, August 11, 2025

Regular School Board - 6 p.m. at Dakota Ridge School

A. **Call to Order and Pledge of Allegiance**
   1. Approval of Agenda

{Moment of Silence for rising 11th grade Eagan High School student Jacob Burdick, who passed away on July 20th, and rising 5th grade Diamond Path student Jacob Stephenson, who passed away on July 31st.}

B. **Recognition**
   1. Recognition by the School Board
   - Eastview High School's Family, Career and Community Leaders of America (FCCLA) National Leadership Conference first- through third-place finishers
     - Himani Mondal, Amy Nguyen, Abby Ward, Emily Ward, and Aabha Katti
     - Presented by Mia Battistone

C. **Superintendent's Recognition**
   1. Superintendent's recognition of students and/or staff

D. **Special Communication Request**
   1. Special Communication Request

E. **Consent**
   1. Minutes of the July 14, 2025, Special School Board meeting
   2. Minutes of the July 14, 2025, Regular School Board meeting
   3. Minutes of the July 28, 2025, Special School Board meeting
   4. Schedule of Investments for June 2025
   5. Gifts
   6. Interagency Early Intervention Committee Joint Powers Agreement
   7. 2025-26 School Bus Purchase
   8. Request to Hire Non-Licensed Administrator
   9. Agreement with YMCA of the North for 2025-26 School-Age Care Program
   10. Policy 405, Employee Rights
   11. Policy 503, Student Rights and Responsibilities
   12. Appointments to the Budget Advisory Council
   13. Rosemount High School Addition and Renovation-Alternates
   14. Personnel
   15. Employment Agreement Probationary
   16. Employment Agreement Additional FTE
   17. Amended Police Liaison Services Agreements with the City of Apple Valley
   18. Agreement for Student Teaching with Winona State University

F. Reports

1. **Assessment Updates**
   - presented by Rachel Hughes, Director of Instruction and Achievement, and Stephen Bell-Kemp, Research, Assessment and Analytics Coordinator
2. **Advanced Placement (AP) Results**
   - presented by Eric Hansen, Director of Secondary Education, and Todd Beach, teacher and Social Studies lead
3. **Opening Elementary #20 - Emerald Trail**
   - presented by Jeremy Sorenson, Director of Elementary Education, and Chad Ryburn, Emerald Trail Elementary School Principal

G. Old Business

1. **Resolution Calling for a Referendum to Renew the 2015 Capital Projects Technology Levy**
   - presented by Ed Heier, Coordinator of Technology, Rob Franchino, Eastview High School assistant principal, and Adam Wattenbarger, Deputy General Counsel
2. **Regulation 703.5.8AR, Admission Charges to School Events**
   - presented by Jill Coyle, General Counsel

H. New Business

1. New Business

I. Other Action

1. Other Action

J.Board Member and Superintendent Updates

1. School Board and Superintendent Updates

K . Adjournment

1. Motion to adjourn the meeting

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Meeting Date: **08/11/2025** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Minutes of the July 14, 2025, Special School Board Meeting**

Presenter(s): **Kristen Powell** Title(s): **Executive Assistant to the Superintendent and School Board**

Chairperson Cory Johnson called the special School Board meeting to order at 5 p.m. on July 14, 2025, at Dakota Ridge School.

Present: Robin Cerio, Catherine Diamond, Leah Gardner (treasurer), Cory Johnson (chairperson), Jackie Magnuson, Sakawdin Mohamed (clerk), Anna Williams (vice chairperson), and Superintendent Michael Bolsoni.

Motion by Cerio, seconded by Gardner, and carried, with six members voting in favor and no member voting in opposition, to approve the agenda.

Mohamed arrived at 5:01 p.m.

Apple Valley Police Department Security Review
Sgt. Adam Tschida from the Apple Valley Police Department provided guidelines to Board members on conducting and managing a safe School Board meeting.

Capital Projects Levy Renewal Options
Director of Communications Janet Swiecichowski and Director of Finance and Operations Christopher Onyango-Robshaw presented an update on the Capital Projects Technology Levy, which voters approved in 2015 and is set to expire at the end of 2025 without renewal. The levy currently funds key instructional technology infrastructure, including 1:1 student iPads, teacher laptops, cybersecurity systems, STEM lab equipment, instructional software, copiers, and 14.5 technology support staff.

The Budget Advisory Council recommends that the Board pursue voter renewal of the technology levy with a modest rate increase, noting rising costs, community support, and minimal tax impact. The administration will present further information on funding impacts and a timeline for Board action.

Adjournment
Motion by Magnuson, seconded by Williams and carried, with seven members voting in favor and no member voting in opposition, to adjourn at 5:55 p.m.

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Meeting Date: **08/11/2025** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Minutes of the July 14, 2025, Regular School Board Meeting**

Presenter(s): **Kristen Powell** Title(s): **Executive Assistant to the Superintendent and School Board**

Chairperson Cory Johnson called the regular School Board meeting to order at 6:06 p.m. on July 14, 2025, at Dakota Ridge School.

Present: Robin Cerio, Catherine Diamond, Leah Gardner (treasurer), Cory Johnson (chairperson), Jackie Magnuson, Sakawdin Mohamed (clerk), Anna Williams (vice chairperson), and Superintendent Michael Bolsoni.

The School Board led the Pledge of Allegiance.

A moment of silence was observed for Apple Valley High School social studies teacher Bart Casperson, who passed away on July 12. The Board extended condolences to his wife, Cody Casperson, a District 196 special education teacher, and their two sons, both students in the district.

Motion by Cerio, seconded by Mohamed and carried, with seven members voting in favor and no member voting in opposition, to approve the amended agenda.

Recognition
Board members recognized Apple Valley High School Speech Team members Aniya Bostick (National Champion, Program Oral Interpretation), Isra Yasin (National Runner-Up, Original Oratory), and Yahir Rodriguez Zavala (National Runner-Up, Dramatic Interpretation), Aniya Bostick for being a recipient of the 2025 Spotlight Triple Threat New York Experience, and Rosemount High School's Molly Pitzen, who was the recipient of the Student Publicist state award.

Superintendent Bolsoni congratulated Valley Middle School of STEM's Conservation Crew, which won first place in this year's Conservation Minnesota program.

Director of Elementary Education Jeremy Sorenson introduced Sara Stratton, new principal of Southview Elementary School, and Kristine McGuire, new principal of Woodland Elementary.

Special Communication Request
A speaker shared her family's positive experience at Echo Park Elementary School and within District 196.

Consent Agenda
Motion by Cerio, seconded by Diamond, and carried, with seven members voting in favor and no member voting in opposition, to approve the following consent items:

- Minutes of June 23, 2025, Regular School Board meeting;
- Minutes of June 23, 2025, Special School Board meeting;
- Treasurer's Report for May 2025;
- Revenues and Expenditures Report for May 2025;
- Gifts;

- Grants;
- Truth-in-Taxation Hearing;
- Personnel;
- Joint Powers Agreement with the State of Minnesota - Direct Admissions Minnesota;
- Long-Term Facilities Maintenance 10-Year Plan for 2026-2035;
- Purchase of Microsoft A3 Licensing;
- Purchase of Personal Finance curricular resources;
- Purchase of Social Studies curricular resources;
- Activity Center Strength and Performance Equipment;
- Rosemount High School Activity Center Addition and Renovations;
- Thomas Lake Elementary Encroachment Agreement;
- Agreement for Student Teaching with Bemidji State University;
- Agreement for Student Teaching with St. Olaf College;
- Agreement for Student Teaching with St. Mary's University;
- Agreement for Student Teaching with Concordia University, St. Paul;
- Agreement for Clinical Experience with Minnesota State University Moorhead;
- Nonpublic School Counseling Agreements.

School Lunch Program
Coordinator of Nutrition Services Spencer Fischer reviewed key departmental updates, including the Minnesota Free School Meals program, benefit eligibility for nutrition services staff, farm-to-school initiatives, new menu items and future recipe development, student participation in kitchen decisions, and sustainability initiatives.

Attendance and Course Completion Data (K-12, 3rd Trimester)
Director of Elementary Education Jeremy Sorenson and Research, Assessment, and Analytics Specialist Stephen Bell-Kemp shared course completion data and district attendance data for the third trimester.

Technology in Classrooms
In 2015, District 196 voters approved a Capital Projects Technology Levy to provide dedicated funding for instructional technology. Ed Heier, Coordinator of Technology, Julie Biersack, Learning and Technology Specialist, and Dave Lostetter, Principal of Thomas Lake Elementary School, reported on how the funds have been used under the stated purpose for the funding in 2015 and the need for sustained funding in the future.

Resolution Calling for A Referendum to Renew the 2015 Capital Projects Technology Levy
In 2015, District 196 voters approved a Capital Projects Technology Levy to provide dedicated funding for instructional technology. A referendum is required in November 2025 to renew the funding; without voter approval, the levy will expire at the end of this year, and the district will face at least $9.1 million in future budget cuts. Adam Wattenbarger, Deputy General Counsel, provided the Board with a draft resolution of the ballot language for a possible referendum.

The final resolution will be brought back for Board action at the August 11, regular School Board meeting.

Regulation 703.5.8AR, Admission Charges to School Events
General Counsel Jill Coyle discussed District Regulation 703.5.8AR, Admission Charges to School Events, which details the admission charges for school events, including plays, musical productions, and athletic events. The administration recommends a slight increase in response to increased costs. It recommends a one-dollar increase to the admission cost of middle school plays and a two-dollar increase to the admission costs of all high school events. If approved, the administration would like to put the changes into effect immediately.

This item will be brought back for action at the August 11 regular School Board meeting.

Resolution for Sale of General Obligation Facilities Maintenance and School Building Bonds
Director of Finance and Operations presented a resolution to authorize the issuance and sale of approximately $248,750,000 in General Obligation Facilities Maintenance and School Building Bonds, in alignment with the district's capital plan, following voter approval of the May 9, 2023 referendum.

The Board previously approved the first bond issuance of $300,000,000 on Aug. 22, 2023. This second issuance will complete the remaining amount authorized. The resolution also includes provisions for credit enhancement and compliance with IRS reimbursement regulations. Upon approval, the district's financial advisor will solicit competitive proposals for bond purchase. The final sale award will occur at a future School Board meeting.

Motion by Magnuson, seconded by Williams and carried, with seven members voting in favor and no member voting in opposition, to approve the resolution as presented.

Board and Superintendent Updates
Superintendent Bolsoni reported that construction is progressing at 11 sites throughout our school district. A ribbon-cutting ceremony at Emerald Trail Elementary School is scheduled for 8 a.m. on Wednesday, Aug. 20. Bolsoni reminded families that 9-to-5 The Musical is being presented by Eagan Summer Community Theatre. It opens Thursday, July 17, and runs through Saturday, July 26, at the Eagan High School Theater. Additionally, the district is preparing for the 2025–26 school year. To help families, the district website features a Back-to-School Resources Hub, filled with important information and a handy checklist of action items, including updating contact information, school supply lists, immunization records, and athletics information. Registration for fall sports is already open, and all families are encouraged to register early.

Adjournment
Motion by Cerio, seconded by Diamond and carried, with seven members voting in favor and no members in opposition, to adjourn at 8:03 p.m.

_____

Cory Johnson, School Board Chairperson

_____

Sakawdin Mohamed, School Board Clerk

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Meeting Date: **08/11/2025** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Minutes of the July 28, 2025, Special School Board Meeting**

Presenter(s): **Kristen Powell** Title(s): **Executive Assistant to the Superintendent and School Board**

Chairperson Cory Johnson called the special School Board meeting to order at 5:30 p.m. on July 28, 2025, at the District Office.

Present: Robin Cerio, Catherine Diamond, Leah Gardner (treasurer), Cory Johnson (chairperson), Jackie Magnuson, Sakawdin Mohamed (clerk), Anna Williams (vice chairperson), and Superintendent Michael Bolsoni.

Motion by Mohamed, seconded by Cerio, and carried, with six members voting in favor and no member voting in opposition, to approve the agenda.

Diamon arrived at 5:50 p.m.

Capital Projects Levy Renewal Options, part two
Superintendent Michael Bolsoni, Director of Finance and Operations Christopher Onyango-Robshaw, and Director of Communications Janet Swiecichowski facilitated continued discussion on the Capital Projects Technology Levy renewal. The Board reviewed possible ballot options and expressed interest in calling for a referendum with a single-question ballot measure requesting a 2 percentage-point increase over the current levy rate. Board members emphasized that a single-question offers greater clarity and transparency for voters while meeting the district's growing technology needs.

Adjournment
Motion by Cerio, seconded by Williams and carried, with seven members voting in favor and no member voting in opposition, to adjourn at 6:11 p.m.

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Meeting Date: **08/11/2025** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Schedule of Investments for June 30, 2025**

Presenter(s): **Danny DuChene** Title(s): **Coordinator of Finance**

Background
Presented for approval is the district's schedule of investments for the month ending June 30, 2025. June transactions include investment purchases of $75.12 million and investment redemptions of $55.31 million.

Alternatives
Do not approve the schedule of investments.

Recommendation
Approve the schedule of investments for the month ending June 30, 2025.

Independent School District 196
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Investment Summary for Period Ending June 30, 2025

	General Operating Funds (funds 01, 02, 04, 06, 07)	Severance & OPEB Funds Funds 20 & 45	Building Fund 2023A Bond Series
Beginning Balance	$ 229,208,176	$ 63,913,242	$ 119,499,555
Purchases	$ 14,767,645	$ -	$ 60,350,438
Redemption	$ 29,099,270	$ -	$ 26,215,000
Interest & Account Earnings	$ 783,472	$ 1,616,004	$ 139,549
Account Fees	$ -	$ -	$ -
Ending Balance	**$ 215,660,023**	**$ 65,529,246**	**$ 153,774,542**

Inv. ID	Investment Type & Issuer	Broker	Fund	Yield	Purchase Date	Maturity Date	Investment Amount	Anticipated Interest
Detailed Purchases								
601990	MSDLAF Class Transfer	MSDLAF	66	Varies	6/30/2025	6/30/2025	60,350,438	-
24070	Thunder Bay Funding LL	RBC	01	4.43%	6/2/2025	11/20/2025	7,835,080	164,920
24071	Ridgefield Funding Co L	RBC	01	4.43%	6/2/2025	8/20/2025	6,932,565	67,435
							75,118,083	**232,355**
Detailed Redemptions								
601981	MSDLAF Class Transfer	MSDLAF	01	Varies	6/30/2025	6/30/2025	29,099,270	-
24017	US Treasury Notes	MSDLAF	66	5.21%	9/22/2023	6/15/2025	19,585,761	594,239
24024	US Treasury Notes	MSDLAF	66	5.24%	9/27/2023	6/15/2025	5,853,987	181,013
							54,539,018	**775,252**
Current Holdings								
90001	VRS - Wells Fargo OPEB Portfolio	WF	45	0.49%	2/12/2009	6/30/2039	65,529,246	-
90002	SDA - MNTRST - Full Flex SDA	MSDLAF	01	3.03%	9/16/2022		30,000,000	75,750
90003	SDA - BANK OF CHINA SDA	PMA	01	2.88%	7/1/2022		7,036,272	16,887
90005	SDA - Bell Bank	PMA	02	2.88%	7/1/2022		10,215,556	24,517
24018	TN - US Treasury Notes	MSDLAF	66	5.16%	9/22/2023	7/15/2025	22,514,882	705,118
24019	TN - US Treasury Notes	MSDLAF	66	5.14%	9/22/2023	8/15/2025	22,055,512	724,488
24020	TN - US Treasury Notes	MSDLAF	66	5.10%	9/22/2023	9/15/2025	14,218,795	411,205
24034	TN - US Treasury Notes	MSDLAF	01	5.20%	4/1/2024	9/15/2025	4,059,626	80,374
24049	CP - Royal Bank of Canada	RBC	01	4.39%	11/4/2024	8/1/2025	5,808,750	191,250
24052	CP - NATL BANK OF CANADA	OPHM	01	4.47%	11/5/2024	7/29/2025	5,808,037	191,963
24053	CP - Cooperative Rabobank NA	OPHM	01	4.39%	11/5/2024	8/1/2025	5,809,458	190,542
24054	CP - ING US Funding LLC	OPHM	01	4.55%	11/21/2024	5/21/2025	7,821,011	178,989
24055	CP - Barclays Capital Inc	OPHM	01	4.28%	3/12/2025	11/12/2025	7,773,419	226,581
24056	CP - Natixis NY	OPHM	01	4.20%	3/12/2025	12/5/2025	7,757,226	242,774
24057	CP - Royal Bank of Canada	RBC	01	4.27%	3/12/2025	10/16/2025	7,798,471	201,529
24058	CP - MUFG Bank LTD/NY	OPHM	01	4.03%	4/4/2025	12/30/2025	7,765,400	234,600
24059	CP - BNP Paribas NY Branch	OPHM	01	4.17%	4/4/2025	10/2/2025	5,387,177	112,823
24060	CP - Credit Agricole CIB NY	OPHM	01	4.06%	4/4/2025	11/10/2025	8,294,300	205,700
24061	CP - Toyota Industries Comm	OPHM	01	4.29%	5/2/2025	8/4/2025	4,944,644	55,356
24062	CP - John Deere Financial Inc.	OPHM	01	4.26%	5/2/2025	8/5/2025	4,944,451	55,549
24063	CP - Lloyds Bank PLC	OPHM	01	4.27%	5/2/2025	9/1/2025	4,926,910	73,090
24064	CP - Sheffield Receivable	PJC	01	4.44%	5/2/2025	8/4/2025	7,908,298	91,702
24065	CP - Bedford Row Funding Co	PJC	01	4.30%	5/13/2025	8/29/2025	7,896,800	103,200
24066	CP - Toyota Industries Comm	PJC	01	4.34%	5/20/2025	11/12/2025	5,875,333	124,667
24067	CP - Nestle Finance	OPHM	01	4.26%	5/20/2025	12/8/2025	5,859,947	140,053
24068	CP - MetLife Short Term Fund	OPHM	01	4.31%	5/20/2025	10/2/2025	7,872,800	127,200
24069	CP - John Deere Financial Inc.	PJC	01	4.42%	5/30/2025	9/2/2025	7,907,744	92,256
24070	CP - Anthony	RBC	01	4.43%	6/2/2025	11/20/2025	7,835,080	164,920
24071	CP - Ridgefield Funding Co L	RBC	01	4.43%	6/2/2025	8/20/2025	6,932,565	67,435
							318,557,711	**5,110,518**

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Meeting Date: **08/11/2025** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Gifts**

Presenter(s): **Christopher Onyango-Robshaw** Title(s): **Director of Finance and Operations**

Background
The School Board may accept bequests, donations, and gifts according to Administrative Regulation 703.5.1AR, Gifts. The list below itemizes gifts valued at $500 or more that were received by August 4, 2025.

DISTRICT GIFTS - $140,474.50

Gift	Intended Use	Received From	Received By
$500	Promote and maintain Broadway	Apple Valley Freedom Days	William Blatzheim, arts and activities director, Apple Valley High School
$500	Promote and maintain the band program	Northern Star Mustang Club LLC	William Blatzheim, arts and activities director, Apple Valley High School
$500	Promote and maintain girls' softball	Jeremy Jackson	Cory Hanson, athletics director, Apple Valley High School
$4,875	Promote and maintain the STEM program	Raytheon Technologies	William Blatzheim, arts and activities director, Apple Valley High School
$1,000	Support robotic team expenses	Charities Aid Foundation	Polly Reikowski, principal, Eagan High School
$3,310.25	Boys golf team expenses	Eagan Boys Golf	Polly Reikowski, principal, Eagan High School
$1,317.18	Band master class instructors	Music Performance Trust Fund	Rob Franchino, assistant principal, Eastview High School
$2,000	Girls flag football	Robin Ricke and Fredrick Vescio	Pete Roback, principal, Rosemount High School
$5,000	Girls flag football transportation	RCX Sports Foundation	Pete Roback, principal, Rosemount High School
$5,367	Coaching stipend	Rosemount Girls Tennis Booster Club	Pete Roback, principal, Rosemount High School
$17,027	Support field studies, intensive themes and field trips	School of Environmental Studies Education Foundation	Lauren Haisting, principal, School of Environmental Studies
$750	Transportation expenses to Big River Journey field trip for 3rd grade	Mississippi Park Connection	John Garcia, principal, Cedar Park Elementary School of Science, Technology, Engineering and Math

$948	Transportation expenses to Rambling River for the trout release	Minnesota Trout Unlimited	John Garcia, principal, Cedar Park Elementary School of Science, Technology, Engineering and Math
$971.07	Purchase supplies for 2nd grade	Echo Park Boosters	Logan Schultz, principal, Echo Park Elementary School of Leadership, Engineering and Technology
$1,788	Transportation to Camp Butterscotch	Camp Butterscotch	Logan Schultz, principal, Echo Park Elementary School of Leadership, Engineering and Technology
$7,500	Support the Bag of Books summer program	Highland Elementary PTO	Chad Ryburn, principal, Highland Elementary School
$26,661	Purchase a new sound system for the gym	Highland Elementary PTO	Chad Ryburn, principal, Highland Elementary School
$16,054	Support special services innovative learning	Anonymous	Nicole Garcia, principal, Parkview Elementary School
$18,181	Support innovative learning projects	Anonymous	Nicole Garcia, principal, Parkview Elementary School
$19,725	Support STEM learning	Anonymous	Nicole Garcia, principal, Parkview Elementary School
$3,000	2025-26 School supply	District 196 Foundation	Barb St Aubin, manager, Community Education
Two Gait Trainers, one Stander and Scooter (estimated value $3,500)	Help support students with physical impairments in gaining greater mobility and access during physical therapy and daily school activities	Karina Valencia	Sarah Scudder, physical therapist

Alternatives
Do not accept some or all of the gifts.

Recommendation
Accept gifts totaling $140,474.50.

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Meeting Date: **08/11/2025** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Interagency Early Intervention Committee Joint Powers Agreement**

Presenter(s): **Janet Fimmen** Title(s): **Director of Special Education**

Background
The state channels Part C dollars directly to the nine school districts in Dakota County. Part C dollars are interagency funds, and each school district is required to channel a portion of its Part C dollars back to other public agencies in Dakota County. The attached agreement outlines the process for the IEIC system in Dakota County. The school district is obligated to pay Dakota County an amount not to exceed $64,278.00 for the services described in the agreement. This agreement is for two years ending June 30, 2027. Each year, the cost should not exceed $32,139.00.

Alternatives
1. Do not approve the agreement.
2. Request changes to the agreement.

Recommendation
Approve the agreement and authorize the superintendent to sign the agreement.

Docusign Envelope ID: 3F573A7A-76A6-4D70-9B68-C0066AE4889A

JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND
INDEPENDENT SCHOOL DISTRICT (ISD) 196
FOR INTERAGENCY EARLY INTERVENTION SERVICES

This Joint Powers Agreement ("Agreement") is between the County of Dakota, by and through the Community Services Division, ("County") and Independent School District (ISD) No. 196, 3455 153rd Street West, Rosemount, MN 55068 ("School District"). This Agreement uses the word "parties" for both County and School District.

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

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

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

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

WHEREAS, the County understands and agrees that:

1. The County is not an agent, servant, or employee of the School District and shall not make any such representations nor hold itself out as such; and

2. The County shall have no authority to bind the School District for the performance of any services or to otherwise obligate the School District, authority being specifically limited to the duties assigned under this Agreement; and

3. The County employees performing under this Agreement shall not accrue any continuing contract rights for the services performed pursuant to this Agreement, including but not limited to those afforded by Minn. Stat. § 122A.40, and the County specifically waives any and all rights thereto; and

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

WHEREAS, the Dakota County Board of Commissioners by Resolution No. 25-248 authorized the County to enter into an agreement with the School District for the provision of Interagency Early Intervention Services by the County to the School District; and

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

ACCORDINGLY, the parties agree:

Article 1
PURPOSE

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

Docusign Envelope ID: 3F573A7A-76A6-4D70-9B68-C0066AE4889A

Article 2
TERM

This Agreement is effective on the date that the last party executes this Agreement ("Effective Date") through June 30, 2027, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement ("Expiration Date").

Article 3
COOPERATION

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

Article 4
PROVISION OF SERVICES

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

4.1. Service Coordination. Maternal Child Health Nurse service coordination will be provided to any child age birth to three (3) years old enrolled in an Early Childhood Special Education program. Maternal Child Health Nurses will provide consultation to school teams and home visiting as well as service coordination with particular emphasis on medically intensive children with multiple needs. A Maternal Child Health Nurse will assist families whose children are receiving early intervention services with resource and referral information. They will assist families in linking to community-based services to meet the needs of their child. They will serve as a liaison between the child's physician, medical specialist, private providers and the birth-to-three team. Maternal Child Health Nurses will attend their clients Individual Family Support Plan team meeting. Dakota County Public Health will provide the Dakota County IEIC a listing of assigned nurses to each school district Birth to Three Team.

4.2. Interagency Coordination and Service Coordination Consultation. Interagency coordination will be provided for the Dakota County Interagency Early Intervention Committee. The Interagency Coordinator will provide project coordination for the Child Protection Early Childhood Screening program as it relates to the Keeping Children Safe Act. The Coordinator will work with the Dakota County IEIC on the referral process to school district Early Intervention and Early Childhood Special Education Teams. The Interagency Coordinator will serve as a liaison and representative to the Region 11 Interagency Early Intervention Committee and the local school districts. The Coordinator will develop and promote the goals for interagency early intervention services established by the Region 11 Interagency Early Intervention Committee, the local early intervention committee, and local school districts. This work is capped at a total of 455 hours for all interagency partners during the period of the Agreement.

4.3. Services Where No Funding Exists. Review of requests for Part C Services Where No Funding Exists grants will be managed for the school districts. Requests for funding received from designated Early Intervention Service Coordinators will be evaluated by the Interagency Coordinator to determine if Part C statutory requirements are met, and whether other services options exist. For those requests meeting criteria and budget, the Coordinator will issue the grants to the families and track use of the funds through assistance from school Service Coordinators to secure family expenditure reports and documentation.

4.4. Notification to County of termination of identified Services. County requires School District to notify the County regarding termination of identified Services one (1) year prior to the beginning of such services and no later than June 30 of the current school year.

If School District terminates this agreement after notifying County of identified services, as required in section 4.4, the School district will be liable for the coordination, use, and, if required, the paying back of any "Part C" funds, acquired through Minnesota State's Statewide Health Interagency Early Intervention Committee funding.

Article 5
REPORTING

5.1 Dakota County's Public Health Department will report their child count for Calendar Year to the Interagency Coordinator by March 1.

Article 6
COMPENSATION

6.1 Total Compensation. The School District shall pay the County an amount not to exceed sixty-four thousand, two hundred seventy-eight dollars and sixty cents ($64,278.60) ("Agreement Maximum") for the services described herein. In the event this Agreement is terminated by the parties prior to completion of the services, payment shall be made by the School District to the County on a prorated basis for the services furnished prior to termination of the Agreement.

Note: Should School District be notified that "Part C" funds, acquired through Minnesota State's Statewide Health Interagency Early Intervention Committee funding has been increased, School District shall pay the County the increased amount up to 10% of the Agreement Maximum with no amendment necessary to this Agreement. If the increased amount exceeds 10%, the parties will need to seek authorization to amend this Agreement.

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

Article 7
PROPERTY

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

Article 8
LIABLE FOR OWN ACTS

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

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

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

Article 9
INDEPENDENT CONTRACTOR

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

The County acknowledges and agrees that the County on behalf of its employees and agents is not entitled to receive any of the benefits received by School District employees and is not eligible for workers' or unemployment compensation benefits under the School District. The County also acknowledges and agrees that no withholding or deduction for state or

federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the County and that it is the County's sole obligation to comply with the applicable provisions of all federal and state tax laws.

Article 10
DATA PRACTICES AND PRIVACY

10.1 Minnesota Government Data Practices Act (MGDPA). The parties agree that any information and data received from the other party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted. The County and the School District agree to provide to each other data which is reasonably necessary to fulfill the purpose of this Agreement, provided such sharing of data is done in accordance with the Minnesota Government Data Practices Act and other state and federal law regulating the dissemination of data. If a party receives a request to release data referred to in this Clause that was received by the party receiving the request from another party, the party receiving the request to release the data must immediately notify the party from whom the data originated. The originating party will give the party receiving the request to release the data instructions concerning the release of the data to the data requester before the data is released.

10.2 Health Insurance Portability and Accountability Act (HIPAA). The parties agree to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), including the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA security requirements, and any other HIPAA laws, standards and requirements now in effect or hereinafter adopted where applicable to the parties and to the duties under this Agreement, as determined by the County. Nothing in this Agreement will create obligations under HIPAA for the County or School District unless mandated by HIPAA.

Article 11
TERMINATION

11.1 With or Without Cause. This Agreement may be terminated with or without cause, by either party upon (30) calendar days' written notice of intent to terminate.

11.2 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall be terminated immediately by either party in the event sufficient funds from the County, State, or Federal sources are not appropriated at a level sufficient to allow payment of the amounts due for the performance of this Agreement, and the non-appropriation of funds did not result from any act of bad faith on the part of the terminating party.

Article 12
GENERAL

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

To the School District:
Michael Bolsoni, Superintendent of Schools
Independent School District (ISD) 196
3544 153rd Street West
Rosemount, MN 55068
Phone: 651-423-7723
Email: supt@district196.org

To the County:
Marti Fischbach

Docusign Envelope ID: 3F573A7A-76A6-4D70-9B68-C0066AE4889A

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

12.2 Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties' authorized representatives as named in Article 12.1.

12.3 Severability. All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained in the Agreement and that such holding shall not invalidate or render unenforceable any other provision.

12.4 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within the County of Dakota, State of Minnesota or U.S. District Court, District of Minnesota.

12.5 Captions and Headings. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.

12.6 Recitals. The recitals set forth in the whereas clauses above are incorporated by reference as if fully set forth herein.

12.7 State Audits. Under Minn. Stat. § 16C.05, subd. 5, each party's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the Expiration Date of this Agreement.

12.8 Contract Interpretation and Construction. The parties acknowledge they have had a reasonable opportunity to consult with their attorneys prior to execution of this Agreement and have done so. This Agreement was fully reviewed and negotiated by the parties. Accordingly, the parties agree the "against the offeror" principle of contract interpretation and construction will not be applied to this Agreement. Any ambiguity, inconsistency, or question of interpretation or construction in this Agreement will not be resolved strictly against the party that drafted the Agreement. It is the intent of the parties that every provision in this Agreement shall be constructed and construed so as to give its natural and ordinary meaning effect, regardless of any rule or law to the contrary.

12.9 Entire Agreement. Exhibit 1 is attached and incorporated into this Agreement. By signing this Agreement, the School District acknowledges receipt of Exhibit 1. If there is a conflict between any part of Exhibit 1 and the body of this Agreement, the body of this Agreement will prevail. To the extent reasonably possible, Exhibit 1 will be construed and constructed to supplement, rather than conflict with, this Agreement, unless such construing or construction results in ambiguity. This Agreement is the entire agreement for the provision of the Interagency Early Intervention Services between the School District and the County and it supersedes all prior written or oral agreements on this program. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

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

IN WITNESS WHEREOF, this Agreement was entered into on the date(s) set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to every provision, and hereby acknowledge receipt of a copy.

Approved by Dakota County Board
Resolution No. 25-248

School Board Resolution No.

Approved as to form:

/s/G Paul Beaumaster 07/01/2025
Assistant County Attorney/Date

File No. KS-2025-00344

COUNTY OF DAKOTA

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

FOR THE INDEPENDENT SCHOOL DISTRICT (196)
(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the School District).

By _____
Michael Bolsoni
(Please print name.)
Title Superintendent
Date of Signature _____

Docusign Envelope ID: 3F573A7A-76A6-4D70-9B68-C0066AE4889A

Exhibit 1

Contract Deliverables Interagency Coordination

1. Facilitate meetings of the Dakota County Interagency Early Intervention Committee (IEIC).

   - Provide e-mail or written notification of meetings and agendas to IEIC members.
   - Facilitate and provide leadership at IEIC meetings.
   - Assist in identifying IEIC goals.
   - Record and distribute minutes to IEIC members.
   - Obtain and distribute issue-related background information to IEIC members as directed by the Committee or independently.
   - Develop an annual IEIC Performance Plan and overall Part C budget on behalf of the Dakota County IEIC.
   - Follow through with specific directives of the IEIC.
   - Assist in determining the needs of families and professionals within Dakota County for specialized technical assistance.
   - Coordinate in-services and resource development for professionals serving birth through five-year-olds with developmental and behavioral delays and their parents.
   - Survey members annually for needs and concerns.
   - Use group discussion or survey to identify issues to be addressed in the coming year.
   - Assist in determining priorities and assigning tasks to members.
   - Maintain current membership lists for all IEIC committees.

2. Coordinate the distribution of informational and outreach materials through the Dakota County Interagency Early Intervention Committee.

3. Attend and serve as a liaison to the Region 11 Interagency Early Intervention Committee.

   - Report information gathered from the Region 11 meetings and communications to the Dakota County IEIC.
   - Provide input to state early intervention interagency staff and to the Region 11 Interagency Early Intervention Committee regarding Dakota County IEIC issues, concerns, and recommendations.

4. Prepare an annual report for the Special Education Directors including:

   - Region 11 Interagency Early Intervention Committee compliance with Minn. Stat. § 125A.30 and PL 99-457, and
   - Summary of Region 11 and Dakota County Interagency Early Intervention Committee activities.

5. Provide Service Coordination Consultation Services to School District Staff and Public Health Staff, including community resource updates and service coordination training.

6. Review and process requests for Individuals Disabilities Education Act (IDEA) Part C grants.

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Meeting Date: **08/11/2025** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **2025-26 School Bus Purchase**

Presenter(s): **Mike Turitto** Title(s): **Coordinator of Transportation**

Background
The administration is seeking permission to purchase sixteen 77-passenger school buses and eight special education passenger school buses.

The Transportation Department was able to use the State of Minnesota Request for Proposals (RFP) program to compare three vendors to determine the best for the district's desired specifications for school buses. To determine the best purchase for the district, a comparison was made, which included the bus prices in the RFP process along with the quotation values the vendor provided for buses being traded in.

Bids for school buses meeting the district's specifications and trade allowances are shown in the table below.

Vendor	**Twelve (12) 77 Passenger Regular Education School Buses**	**Eight (8) Passenger Size Body Special Education School Buses**	**Final Cost**
North Central Bus Sales, Inc	16 Diesel Buses $155,182.28 each	Doesn't meet specs	
RFP Price-Diesel	$2,706,916.40	$ -	$2,482,196.00
Trade Allowance	($224,000.00)	$ -	
Final	$2,482,916	$ -	
I-State Truck Centers	16 Diesel Buses $153,324.75 each	Doesn't meet specs	
RFP Price-Diesel	$2,553,196.00	$ -	$2,453,196.00
Trade Allowance	($100,000.00)	$ -	
Final	$2,453,196.00	$ -	
Hoglund Bus Co, Inc	**16 Diesel Buses $159,052.32 each**	**8 Special Education Buses $163,966.73 each**	
RFP Price-Diesel	**$2,544,837.10**	**$1,339,733.80**	**$3,757,770.90**
Trade Allowance	**($98,800.00)**	**($28,000.00)**	
Final	**$2,446,037.10**	**$1,311,733.80**	
Total 25-26			**$3,757,770.90**

Alternatives
Do not approve the recommendation.

Recommendation
Approve the purchasing of twelve 77-passenger school buses and eight special education passenger school buses.

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Meeting Date: **08/11/2025** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Request to Hire a Non-licensed Administrator**

Presenter(s): **Janet Fimmen** Title(s): **Director of Special Education**

Background
This is to notify the School Board that special education is requesting to hire Katelyn Ann Johnson as a non-licensed administrator and is seeking a variance to be an early childhood special education assistant administrator. To receive reimbursement, a special education director's license is required. Katelyn currently holds a Tier 4 license in Early Childhood Special Education and Early Childhood with a professional administration license as a Principal K-12 license. Katelyn is enrolled at Minnesota State University Moorhead and is working toward her special education director license. She will complete her program in August 2026.

Alternatives
Do not approve the request to hire.

Recommendation
Approve the request to hire as presented.

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Meeting Date: **08/11/2025** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Agreement with YMCA of the North for 2025-26 School-Age Care Program**

Presenter(s): **Khia Bruse** Title(s): **Director of Community Education**

Background
District 196 has an agreement with the Eagan YMCA and Burnsville YMCA of YMCA of the North to provide before- and after-school care for school-age students in District 196.

The proposed agreement is for $300,000 and covers the period from September 2, 2025, through June 4, 2026. The school-age care sites covered by the agreement are Cedar Park, Deerwood, Diamond Path, East Lake, Echo Park, Emerald Trail, Glacier Hills, Greenleaf, Highland, Northview, Oak Ridge, Parkview, Pinewood, Red Pine, Rosemount, Shannon Park, Southview, Thomas Lake, Westview, and Woodland elementary schools.

Alternatives
1. Do not approve the proposed agreement.
2. Suggest changes to the proposed agreement.

Recommendation
Approve the agreement as presented.

INDEPENDENT SCHOOL DISTRICT 196
Community Education
12900 Johnny Cake Ridge Road Apple Valley Minnesota 55124

Agreement Between:
Independent School District 196 ("ISD 196" or "School District")
and
Eagan YMCA and Burnsville YMCA of *YMCA of the North*

Term: 2025-26 school year, the period of September 2, 2025 through June 4, 2026.

It is agreed that Independent School District 196 (The School District or District 196) shall provide space at Deerwood, Diamond Path, East Lake, Emerald Trail, Glacier Hills, Greenleaf, Highland, Northview, Oak Ridge, Parkview, Pinewood, Red Pine, Rosemount, Shannon Park, Thomas Lake, Woodland, Cedar Park, Echo Park, Southview and Westview schools for the YMCA School Age Care Program.

The YMCA of the Greater Twin Cities and District 196 agree that:

1. It is the intent of the YMCA to provide a School Age Care (SAC) Program at each of the elementary schools listed above. The purpose of the SAC Program is to provide before and after school childcare and childcare on school release days. The SAC Program will operate from September 2, 2025 through June 4, 2026. YMCA understands and agrees that it is responsible for the supervision and control of all school age children participating in the above identified Program, including drop-off/pick-up. The School District takes no responsibility for the safety, security or supervision of participating school age children. It is the intention of the parties that the YMCA is and shall be considered an independent contractor. It is agreed that nothing in this Contract should be construed in any manner as creating or establishing the relationship of agents, partners, joint-ventures or associates between the parties hereto, or as constituting the YMCA or its employees, agents and subcontractors as the employee of District 196 for any purpose or in any manner.

2. District 196 shall provide appropriate space for the YMCA SAC Program for the periods described above in paragraph (1) one. The School District has the sole authority to determine the specific space to be used for each of the programs. The School District shall have the right to enter and inspect programs that operate in its buildings. YMCA agrees not to assign or sublet the space used for the SAC Program.

3. The YMCA will provide programming on school release days in District 196. The SAC sites will stay open on school release days based on enrollment. If enrollment is lower than 10 students, the YMCA reserves the right to close a site and accommodate students at the closest open site.

4. The YMCA agrees to pay District 196 rental fees in the amount of $15,000 per site for the 2025-26 school year.

5. Payments should be made payable to Independent School District 196. The payment schedule is as follows: $150,000 due on December 26, 2025 and $150,000 due on May 1, 2026. Payments should be sent to ISD 196 Community Education Facilities Service Center at 12900 Johnny Cake Ridge Road in Apple Valley 55124.

6. The School District shall provide the normal custodial and maintenance services. Additional requested services shall be paid for by the YMCA after first receiving written permission from Community Education for the additional services. Custodial overtime fees for snow removal services may also be assessed and the YMCA will be invoiced in those circumstances in which snow removal services are required to allow for SAC Program access to a building on days and/or times when School District access to the building is not otherwise required.

7. The YMCA shall make arrangements directly with the respective building principal or the Community Education Facilities staff as appropriate to coordinate storage needs for materials, food and beverage.

8. The YMCA agrees to use District 196 schools in a manner that does not cause property damage and in a clean and sanitary manner. The YMCA agrees not to make any alterations to the District 196 schools without the prior written consent of the School District. The YMCA agrees to reimburse the School District for the cost of repairing any damages or replacing any loss caused by the SAC Program. Should the building be damaged or destroyed by fire or other casualty, the School District shall have the right to terminate the agreement.

9. The School District and the YMCA shall each be responsible for the authorized acts of their respective officers, employees and agents and not the acts of the other party's officers, employees and agents. The YMCA agrees to provide its own general liability insurance in an amount deemed appropriate by the YMCA not less than five hundred thousand dollars ($500,000) for a single claim and two million dollars ($2,000,000) for any number of claims arising out of a single occurrence. YMCA shall name District 196 as "an additional insured" on its insurance policy and, furthermore, shall provide the school district with a Certificate of Insurance delineating this contractual provision within 30 days of signing this agreement. Such insurance shall be primary and without recourse to or contribution by any similar insurance carried by the School District. The certificate of insurance shall include the following statement: "District 196 is an additional named insured under the liability insurance coverage pursuant to a contract with district 196. Such insurance is primary insurance without recourse to or contribution from any similar insurance carried by District 196." The insurance coverage carried by the YMCA must be provided by a financially solvent company licensed to do business in the United States of America. YMCA and its insurer(s) shall provide to District 196 thirty (30) days prior written notice of non-renewal or cancellation of YMCA's coverage and, before such non-renewal or cancellation, shall provide evidence to District 196 that YMCA has obtained a new policy with coverage and terms that fulfills the requirements set forth herein. YMCA further agrees to defend, indemnify and hold District 196 harmless from any claims, demands, actions or causes of action for injuries or damage to person or property (including District's losses and any losses asserted by a third party) arising out of YMCA's performance of this Contract, including but not limited to injuries or damage arising from the intentional or negligent acts or omissions of the Contractor, its agents or employees. YMCA will be responsible for the cost of any property damage that occurs as a result of YMCA's use of the space, except for damage related to the normal wear and tear of each site.

10. Although the SAC Program is generally offered for the students attending schools within the designated center area, each program may also include students from another District 196 school with District permission.

11. The School District shall have the right to enter and inspect the SAC programs that are in operation in its buildings at any time.

12. The YMCA agrees not to assign or sublet the space used for the SAC Programs.

13. The School District shall have the right to terminate this agreement for any reason and remove the SAC program from any of its buildings upon providing a 30-day written notice to the YMCA of the School District's intent to terminate. The School District shall have the right to terminate this agreement immediately with respect to individual building sites in the event that the site is damaged or destroyed by fire or other casualty such that the continued operation of the SAC program is rendered impractical. The School District shall have the right to terminate this agreement due to a breach of this agreement by the YMCA and, in that circumstance, may remove the Program from any or all of its buildings upon providing a two-week written notice of intent to terminate and an opportunity to cure to the YMCA. The parties may also mutually agree to terminate this agreement or reduce the number of sites. In the event of early termination for any reason, the following terms will apply:

    a. In the event of early termination of the agreement, rental fees shall be recalculated and the YMCA shall only be responsible for the payment of a prorated portion of the rental fees for the days it operates its Program prior to the effective date of early termination.

b. In the event that either early termination or the modification of the agreement causes the parties to reduce the number of sites, but not to close all sites, the rental fees shall be recalculated and the YMCA shall only be responsible for the number of sites at which the Program operates.
c. In the event that early termination or modification of the agreement occurs after a rental payment date, the School District will refund the YMCA the amount due based upon the recalculation.

14. YMCA agrees that the Program will comply with all federal state and local laws and the rules and requirements of District 196, including but not limited to the District's policy prohibiting student bullying (https://www.district196.org/about/districtpolicies/policy/~board/policies/post/5038ar-bullying-prohibition). Copies of other District policies are available online at www.district196.org.

15. YMCA agrees that all personnel of the YMCA have received a thorough background check by the YMCA. The background check shall include a criminal background check. YMCA agrees to carefully review the completed background checks of each employee permitted to be present in District 196 schools. YMCA warrants that all personnel permitted on the leased premises are fit to work in a school environment based upon their completed background checks.

16. Minnesota law shall be used to construe and interpret this agreement, without giving effect to the principles of conflict of laws. All court proceedings related to this agreement shall be venued in the State of Minnesota, County of Dakota and each of the parties irrevocably submits to the exclusive jurisdiction of said court and waives any objection to venue or convenience of forum and agrees not to bring any proceeding related to this agreement in any other jurisdiction.

17. If any portion of this agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected and the rights and obligations of the parties under this agreement shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.

18. The parties will not have any obligation or responsibility to each other if, and during such time that, the performance of an obligation of either party is delayed, materially hindered or becomes impossible as a result of any event of force majeure, including, but not limited to acts of God or the public enemy, acts of any governmental authority, strikes, embargos, fires, floods, epidemics, quarantine restrictions and unusually severe weather. In such circumstances, the parties shall also have the right to (1) terminate this agreement with immediate effect; or (2) request modification of the agreement, in which case the parties will work diligently and in good faith to negotiate an amendment to this agreement that modifies payment, service or other terms to reasonably account for the force majeure event.

19. All of the data created, collected, received, stored, used, maintained, or disseminated by the YMCA in the performance of the Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Pursuant to Minn. Stat. § 13.05, YMCA must comply with these requirements as if it were a government entity. To the extent this Contract allows YMCA to have access to identifiable data on students it is also subject to the Family Educational Rights and Privacy Act (FERPA), 20 USC § 1232g and rules and regulations promulgated under this law.

20. The books, records, documents and accounting procedures and practices of the YMCA, that are relevant to this agreement, are subject to examination by the District and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years, pursuant to Minnesota Statute § 16C.05, subd. 5 and Minnesota Statute § 6.551. When examinations are performed by the state auditor, the cost of the examination shall be borne as specified in said statute.

21. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement and all of which, when taken together, will be deemed to constitute one and the same

agreement. Pursuant to the Minnesota Uniform Electronic Transactions Act, Minn. Stat. 325L, et. seq., the exchange of copies of this agreement and/or of signature pages by facsimile or email transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes.

For: Independent School District 196

_____
Cory Johnson, Chairperson
School Board
*Dated:*_____

_____
Sakawdin Mohamed, Clerk
School Board
*Dated:*_____

Khia S. Bruse
_____
Khia Bruse, Director
Community Education
Dated: 8/5/25

For: YMCA

Mary E. G. Herbst
_____
Mary Herbst, VP of Enterprise Risk & Compliance
YMCA of the North
Dated: 8/4/2025

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Meeting Date: **08/11/2025** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Policy 405, Employee Rights**

Presenter(s): **Jill Coyle** Title(s): **District General Counsel**

Background
Policy 405, Employee Rights, provides the name and contact information for the district's Title IX Coordinator. This is found in paragraph 6.1.6.1.1. The district's director of human resources fills the role of Title IX Coordinator for the district. With the recent hiring of a new director, the policy must be updated. While updating the policy, three other small technical edits were made in paragraphs 6.1, 6.1.6, and the "References" section.

Alternatives
Suggest other revisions.

Recommendation
Approve the proposed revisions to Policy 405.

INDEPENDENT SCHOOL DISTRICT 196
Rosemount-Apple Valley-Eagan Public Schools
Educating, developing, and inspiring our students for lifelong success.

Series Number **405** Adopted **May 1983** Revised **August 2025** ~~**December 2023**~~

Title **Employee Rights**

1. **Master Agreement**

   1.1 Each Bureau of Mediation Services-designated employee unit shall have a written master agreement which contains conditions of employment.

   1.2 Units not designated by the Bureau of Mediation Services shall be governed by applicable policies which contain conditions of employment.

2. **Election Judges** – Employees may serve as election judges after giving their supervisor at least 20 days written notice along with certification from the appointing authority stating the hours of election judge service and the compensation that will be provided. The district may reduce the salary or wages of the employee by the amount paid by the appointing authority during the time the employee was absent from work. The district may restrict the number of employees serving as election judges to no more than 20 percent of the work force at any single worksite.

3. **Jury Duty** – Employees may serve on jury duty when summoned. District compensation will be based on the specific language in the employee's working agreement or letter of assignment.

4. **Group Insurance** – Group hospitalization and health plans may be made available to eligible district employees. The plan or combination of plans may be financed from funds contributed solely by the district, or solely by the employees or any combination thereof.

5. **Tax-Deferred Savings Plan and Tax-Deferred Contribution Plan** – Tax-deferred savings plans and tax-deferred matching contribution plans shall be made available to district employees.

6. **Prohibition of Harassment, Discrimination (Including Sex Discrimination under Title IX), Violence or Hazing**

   6.1 District 196 is committed to maintaining an educational and employment environment that is free from harassment, discrimination, violence or hazing. As required by Title IX and other state and federal nondiscrimination laws, District 196 prohibits any form of harassment, discrimination, violence or hazing in admission, employment or in any of its education programs or activities, including vocational activities.

      6.1.1 It is a violation of this policy for any District 196 student, staff or third party to harass an employee, student, visitor or other person through conduct or communication of a sexual nature or regarding sex, race, religion, color, creed, national origin, marital status, familial status, disability, status with regard to public assistance, sexual orientation, gender identity, membership or activity in a local human rights commission, age or genetic information as defined by law and administrative regulations.

6.1.2 It is a violation of this policy for any District 196 student, staff or third party to inflict, threaten to inflict or attempt to inflict violence based on sex, race, religion, color, creed, national origin, marital status, familial status, disability, status with regard to public assistance, sexual orientation, gender identity, membership or activity in a local human rights commission, age or genetic information upon any employee, student, visitor or other person.

6.1.3 It shall be a violation of this policy for any District 196 student, staff or third party to plan, direct, encourage, aid or engage in hazing. It will also be a violation of this policy for any staff to condone or fail to report any hazing.

6.1.4 It shall be a violation of this policy for any District 196 student, staff or third party to engage in discrimination based on sex, race, religion, color, creed, national origin, marital status, familial status, disability, status with regard to public assistance, sexual orientation, gender identity, membership or activity in a local human rights commission, age or genetic information upon any employee, student, visitor or other person.

6.1.4.1 District 196 shall comply with state and federal laws prohibiting discrimination, including Title IX of the Educational Amendments of 1972, Title VI and VII of the Civil Rights Act of 1964, the Age Discrimination Act in Employment Act of 1967, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1991, the Genetic Information Nondiscrimination Act of 2008 and the Minnesota Human Rights Act.

6.1.4.2 No person protected by these laws shall, on the grounds of race, color, creed, religion, national origin, sex, marital status, familial status, disability, status with regard to public assistance, sexual orientation, gender identity, membership or activity in a local human rights commission, age or genetic information be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination in employment or under any educational program or activity operated by the district.

6.1.4.3 The school district complies with a number of state and federal laws prohibiting discrimination. Copies of these laws are available for no charge in each district building and on the district website.

6.1.5 The district will act to investigate all complaints, either formal or informal, verbal or written, of harassment, discrimination, violence or hazing, and to discipline or take appropriate action against any employee, student or other district personnel who is found to have violated this policy. Some of the listed “protected classes” are only protected from certain limited forms of discrimination or harassment pursuant to Minnesota Law.

6.1.6 District 196 has written procedures for reporting and investigating all complaints of harassment, discrimination, violence or hazing, which provide for appropriate disciplinary action based on results of the investigation and shall communicate these

procedures to district personnel and students. Complete grievance procedures can be found in Administrative Regulations 405.7AR and 503.4AR, Harassment, Discrimination, Violence or Hazing and in Administrative Regulation 503.5AR, ~~Title IX Sexual Harassment Grievance Process~~ Title IX Sex Nondiscrimination Regulation, Grievance Procedure and Process. The district has appointed a Title IX Coordinator and Human Rights Officers who are charged with receiving, investigating and working to remedy complaints of harassment, discrimination, violence or hazing. Among other things, they are responsible for coordinating the district's compliance with applicable discrimination laws, and identifying and addressing any problems that arise during the review of such complaints.

6.1.6.1 Specifically, the following persons are appointed as the Title IX Coordinator or Human Rights Officers (which includes serving as the District's, Section 504 and/or ADA Coordinators) as follows:

6.1.6.1.1 For all Title IX complaints or for complaints involving harassment, discrimination, violence or hazing *by district personnel* contact:
~~Shelly Monson~~ Joel Milteer
Director of Human Resources – Title IX Coordinator
3455 153rd Street West
Rosemount, MN 55068-4946
651-423-7859
~~Shelly.monson@District196.org~~
joel.milteer@district196.org

6.1.6.1.2 For complaints involving harassment, discrimination, violence or hazing *by a student*, contact the appropriate level director:
Jeremy Sorenson
Director of Elementary Education (grades k-5)
3455 153rd Street West
Rosemount, MN 55068-4946
651-423-7782
Jeremy.sorenson@District196.org
Or
Michael Bolsoni
Director of Secondary Education (grades 6-12)
3455 153rd Street West
Rosemount, MN 55068-4946
651-423-7712
Michael.Bolsoni@District196.org

6.1.6.1.3 For complaints involving the disability *of a student* including their rights under Section 504, contact:
Janet Fimmen
Director of Special Education
3455 153rd Street West
Rosemount, MN 55068-4946
651-423-7629
Janet.fimmen@District196.org

6.1.6.2 A complaint made to one Human Rights Officer that falls within the province of another Human Rights Officer, shall be forwarded to the appropriate Human Rights Officer.

6.1.6.3 When appropriate, in fulfilling their duties, Human Rights Officers may delegate investigational and other responsibilities to employees or agents of the district.

6.1.6.4 Inquiries concerning the application of federal civil rights laws may be referred to the appropriate Human Rights Officer or to the Assistant Secretary of the Office of Civil Rights (OCR), which may be reached at 1-800-421-3481 or ocr@ed.gov.

6.1.6.5 The school district shall make reasonable accommodations for an otherwise qualified individual with a disability who is an employee or applicant for
employment, unless the accommodation would impose undue hardship on the operation of the school district. An employee or job applicant wishing to discuss the need for an accommodation should contact their supervisor or the Director of Human Resources.

6.1.7 The superintendent develops and implements programs and processes to:

6.1.7.1 Assure district compliance in employment or educational programs, athletics, counseling, activities and facilities;

6.1.7.2 Evaluate district operations in terms of applicable federal and state laws prohibiting discrimination, harassment, violence and hazing;

6.1.7.3 Set up a Title IX grievance process and appoint the district Human Resource Officers, and

6.1.7.4 Set up a Section 504 grievance process, and appoint a Section 504 grievance officer.

6.1.8 Employees and students are responsible for reporting any evidence of discrimination, harassment, violence or hazing on the basis of race, color, creed, religion, national origin, sex, marital status, familial status, disability, status with regard to public assistance, sexual orientation, gender identity, membership or activity in a local human rights commission, age or genetic information in the district. The district has developed regulations appointing appropriate staff persons to whom reports shall be made. Appropriate action may be taken against all who fail to report instances of discrimination, harassment, violence or hazing.

6.1.9 This policy does not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, or Equal Employment Opportunity Commission (EEOC), filing a complaint with the OCR, initiating civil action or seeking redress under state criminal statutes and/or federal law.

6.1.10 Nothing in this policy shall preclude teaching about issues related to sex, race, religion, color, creed, national origin, marital status, familial status, disability, status with regard to public assistance, sexual orientation, gender identity, age or genetic information issues as part of the school curriculum.

6.1.11 Retaliation - The district shall discipline or take appropriate action against any student or district personnel who retaliates against any person who reports alleged harassment, discrimination, violence or hazing, or against any person who testifies, participates in or assists in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such harassment, discrimination, violence or hazing. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

6.1.12 All persons in the district affected by this policy shall be notified about this policy as required by law.

7. **Travel** – The district supports the professional growth of its employees and board members, and appreciates the potential value to the individual and the district of appropriate attendance at conferences, workshops and other meetings available outside the district. At the same time, every possible effort must be made to ensure that such travel enhances the mission and goals of the district and has a positive effect on the quality of the educational program.

7.1 Travel of district employees and board members is limited to the purposes of performing one's duties, representing the district, improving the learning environment, professional growth and contributing to the achievement of district goals.

7.2 Travel arrangements for district employees and board members will be made in accordance with guidelines in Administrative Regulation 405.8AR, Travel and Related Expenses.

8. **Wage Disclosure Protection Notice** – In accordance with Minnesota Statute 181.172, employees are entitled to certain wage disclosure protections, by which the district shall abide.

References:

- Minnesota Statute 121A.03, Model Policy
- Minnesota Statute 121A.031, School Student Bullying Policy
- Minnesota Statute 121A.69, Hazing Policy
- Minnesota Statute 181.172, Wage disclosure protection
- Minnesota Statute 204B.195, Time off from work to serve as an election judge
- Minnesota Statute Chap. 363A, Minnesota Human Rights Act
- Minnesota Statute 471.6161, Group Insurance; Governmental Units
- Minnesota Statute 471.661, Out-of-state travel
- Minnesota Statute 593.50, Protection of Jurors' Employment
- ~~Minnesota Statutes 609.321-609.324, Prostitution~~
- ~~Minnesota Statutes 609.341, Definitions~~
- ~~Minnesota Chapter 260E, Reporting of maltreatment of minors~~
- 29 U.S.C. 794 et seq (Section 504 of the Rehabilitation Act of 1973)
- 20 U.S.C. 1681 et seq (Title IX of the Educational Amendments of 1972)
- 42 U.S.C. 2000e et seq (Title VI and VII of the Civil Rights Act)
- 42 U.S.C. 2000ff (Title II of Genetic Information Nondiscrimination Act of 2008)

- 42 U.S.C. 12101 et seq (Americans with Disabilities Act of 1991)
- 29 U.S.C. 621 et seq (Age Discrimination in Employment Act of 1967)
- MSBA/MASA Model Policy 401, Equal Employment Opportunity
- MSBA/MASA Model Policy 402, Disability Nondiscrimination Policy
- MSBA/MASA Model Policy 413, Harassment and Violence

Rosemount • Apple Valley • Eagan
Public Schools

Educating, developing, and inspiring our students for lifelong success.

Meeting Date: **08/11/2025** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Policy 503, Student Rights and Responsibilities**

Presenter(s): **Jill Coyle** Title(s): **District General Counsel**

Background
Policy 503, Student Rights and Responsibilities, provides the name and contact information for the district's Title IX Coordinator. This is found in paragraph 4.1.6.1.1. The district's director of human resources fills the role of Title IX Coordinator for the district. With the recent hiring of a new director, the policy must be updated. While updating the policy, one other small technical edit was made in paragraph 4.1 to more closely match the district's nondiscrimination statement.

Alternatives
Suggest other revisions.

Recommendation
Approve the proposed revisions to Policy 503.

INDEPENDENT SCHOOL DISTRICT 196
Rosemount-Apple Valley-Eagan Public Schools
Educating, developing, and inspiring our students for lifelong success.

Series Number **503** Adopted **May 1978** Revised ~~**March 2025**~~ **August 2025**

Title **Student Rights and Responsibilities**

1. **Student Rights**

   1.1 The School Board recognizes that students are entitled to the civil liberties guaranteed all citizens. One of the primary goals of public education is to prepare students to successfully complete the transition from school into the general society in which they will live, and to accept the responsibility commensurate with the rights and privileges which they have and those they will assume.

   1.2 The district shall provide an environment in which students may exercise the rights and privileges of the society in which they will live, with its proportional amount of responsibility.

   1.3 Students have the right to freely express ideas, verbally or in writing, within their school program. Responsible criticism and reasonable dissent are basic to the educational process. However, false statements, disruptive activities, threats, the use of obscenities, profanity or ridicule, and advocating violation of the law or school rules and regulations are unacceptable means of expression.

   1.4 Students have the right to be safe and free from threatening situations on school property, at school activities and in district vehicles. Students have the right to an equitable educational environment, free from bias, discrimination or institutional racism.

2. **Student Responsibilities**

   2.1 Student responsibilities include: conscientious effort in school work and activities; respect for the rights of other students, staff and visitors; and adherence to and cooperation in upholding local, state and federal laws, and district and school policies and regulations. Most of all, students, administration and staff share the responsibility of establishing and maintaining a safe, stimulating and productive learning environment.

   2.2 A major student responsibility at all grade levels is regular attendance. Many studies correlate regular attendance with success in school. Regular attendance means that the academic learning process is not interrupted, less time is spent on make-up assignments, and students benefit from participation and interaction with others in class. State law requires every child between seven and 17 years of age to receive instruction. Students with excessive unexcused absences will be considered truant. Establishing a pattern of good attendance will benefit the student in school and in the workplace. Research shows that when students attend school regularly, they have better academic outcomes, are more connected to their community, develop important friendships, strengthen social-emotional skills, and are significantly more likely to graduate from high school.

3. **Student Behavior and Discipline**

   3.1 For the purposes of this policy, behavior is defined as a student's demeanor and conduct in relation to:

      3.1.1 Treatment of other people;

      3.1.2 Care for property;

      3.1.3 Responsibility for personal possessions, and

      3.1.4 Accountability for own actions.

3.2 For the purposes of this policy, discipline:

3.2.1 Sets behavioral limits and guidelines to lead students to and through adulthood;

3.2.2 Develops individual respect for law, authority, property, and the rights of others and self, and

3.2.3 Develops a mature individual capable of self-control and direction.

3.3 Disciplinary efforts are to be as positive as possible, and are to include recognizing and strengthening appropriate behavior.

3.4 Every student and employee in District 196 is entitled to learn and work in a safe school environment. Therefore, the district is responsible for making reasonable rules and regulations governing student behavior and conduct, and maintaining proper control and discipline. To ensure this, it is important that the district establish and communicate clear student behavior expectations and support these expectations with appropriate consequences that are applied consistently. District employees are expected to deal with students fairly and honestly, and to treat all students with courtesy and respect.

3.5 In establishing a suitable learning environment, with proper control and discipline, the general maturation of the students involved must be considered. Within this context, district officials must protect the health and well-being of all students while safeguarding individual rights.

3.6 Students are expected to behave in accordance with federal, state and local laws and rules; and district and school policies, rules and regulations, and in a way that respects the rights and safety of others. Staff will take corrective action to discipline a student and/or to modify a student's behavior when a student's behavior does not fall within these parameters.

3.6.1 Actions which may be used by district staff to discipline students and/or encourage them to modify their behavior include but are not limited to: student conference, parent or guardian notification, parent or guardian conference, parent or guardian shadow, loss of privileges, educational programming, non-exclusionary discipline, needs assessment, threat assessment, recommended chemical assessment, restorative programming, mediation, fine, restitution, detention, removal from class, in-school suspension, dismissal from school, out-of-school suspension, exclusion, expulsion, bus suspension or expulsion, withdrawal agreement, mental health referral, referral to law enforcement authorities and recommendation of alternative community services. Administrators may apply more or less severe consequences after considering disciplinary history, the severity of the behavior, intent, the age or development of the child or other extenuating circumstances.

3.6.2 The use of corporal punishment is not permitted. Corporal punishment is defined as hitting or spanking a student with or without an object or use of unreasonable physical force that causes bodily harm or substantial emotional harm. An employee or agent of the school district shall not inflict corporal punishment or cause corporal punishment to be inflicted on a student to reform unacceptable conduct or as a penalty for unacceptable conduct. An employee or agent of the district shall not use prone restraint or inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

3.6.3 When an incident occurs in which one or more students have been physically or emotionally harmed by the misbehavior of another student(s), district staff shall be sensitive to the need to provide support to the victim(s) and to inform their parent(s) or guardian(s) about the incident.

3.6.4 School staff may report suspected criminal misconduct by a student to law enforcement. Law enforcement officers shall be permitted to carry out necessary law enforcement functions in the schools, including the removal of a student from school grounds in appropriate circumstances.

3.6.5 The school district will cooperate and coordinate with county crisis service providers as appropriate and feasible to respond to the needs of students whose behavior may be addressed by crisis intervention.

3.7 Physical Restraint - A teacher or school principal in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent bodily harm or death to the student or to another. A school district employee, school bus driver, or other agent of a district in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent bodily harm or death the student or to another. Reasonable force will be used in compliance with Minnesota Statute 121A.582, Minnesota Statute 121A.58 and other laws. Special care will be taken with students with disabilities to follow any guidelines for physical restraint which may be written into their individual education plan (IEP). Physical holds of students with IEPs shall only be done in an emergency, by authorized personnel, in conformance with the law on restrictive procedures and the district's restrictive procedures plan.

3.8 The policies in sections 3.1-3.7 above will be adjusted, as required by federal and state laws and regulations and by the student's individual education plan (IEP), for special education students. For more information, refer to appropriate sections of Administrative Regulation 503.3AR, Student Behavior Expectations and Consequences for Misbehavior, Administrative Regulation 503.3.1AR, Students Receiving Special Education Services: Responses for Behavior, other district policies and regulations related to special education students and the District 196 Child Study Handbook.

3.9 An employee or agent of the school district does not include a school resource officer as defined in Minnesota Statute 626.8482, subd.1 paragraph (c).

4. **Prohibition of Harassment, Discrimination (Including Sex Discrimination under Title IX), Violence or Hazing**

4.1 District 196 is committed to maintaining an educational and employment environment that is free from harassment, discrimination, violence or hazing. As required by Title IX and other state and federal nondiscrimination laws, District 196 prohibits any form of harassment, discrimination, violence or hazing in admission, employment or in any of its education programs or activities, including vocational activities.

4.1.1 It is a violation of this policy for any District 196 student, staff or third party to harass an employee, student, visitor or other person through conduct or communication of a sexual nature or regarding sex, race, religion, color, creed, national origin, marital status, familial status, disability, status with regard to public assistance, sexual orientation, gender identity, membership or activity in a local human rights commission, age or genetic information as defined by law and administrative regulations.

4.1.2 It is a violation of this policy for any District 196 student, staff or third party to inflict, threaten to inflict or attempt to inflict violence based on sex, race, religion, color, creed, national origin, marital status, familial status, disability, status with regard to public assistance, sexual orientation, gender identity, membership or activity in a local human rights commission, age or genetic information upon any employee, student, visitor or other person.

4.1.3 It shall be a violation of this policy for any District 196 student, staff or third party to plan, direct, encourage, aid or engage in hazing. It will also be a violation of this policy for any staff to condone or fail to report any hazing.

4.1.4 It shall be a violation of this policy for any District 196 student, staff or third party to engage in discrimination based on sex, race, religion, color, creed, national origin, marital status, familial status, disability, status with regard to public assistance, sexual orientation, gender identity, membership or activity in a local human rights commission, age or genetic information upon any employee, student, visitor or other person.

4.1.4.1 District 196 shall comply with state and federal laws prohibiting discrimination, including Title IX of the Educational Amendments of 1972, Title VI and VII of the Civil Rights Act of 1964, the Age Discrimination Act in the Employment Act of 1967, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1991, the Genetic Information Nondiscrimination Act of 2008 and the Minnesota Human Rights Act.

4.1.4.2 No person protected by these laws shall, on the grounds of race, color, creed, religion, national origin, sex, marital status, familial status, disability, status with regard to public assistance, sexual orientation, gender identity, membership or activity in a local human rights commission, age or genetic information be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination in employment or under any educational program or activity operated by the district.

4.1.4.3 The school district complies with a number of state and federal laws prohibiting discrimination. Copies of these laws are available for no charge in each district building and on the district website.

4.1.5 The district will act to investigate all complaints, either formal or informal, verbal or written, of harassment, discrimination, violence or hazing, and to discipline or take appropriate action against any employee, student or other district personnel who is found to have violated this policy.

4.1.6 District 196 has written procedures for reporting and investigating all complaints of harassment, discrimination, violence or hazing, which provide for appropriate disciplinary action based on results of the investigation and shall communicate these procedures to district personnel and students.

Complete grievance procedures can be found in Administrative Regulations 405.7AR and 503.4AR, Harassment, Discrimination, Violence or Hazing and in Administrative Regulation 503.5AR, Title IX Sex Nondiscrimination Regulation, Grievance Procedure and Process. The district has appointed a Title IX Coordinator and Human Rights Officers who are charged with receiving, investigating and working to remedy complaints of harassment, discrimination, violence or hazing. Among other things, they are responsible for coordinating the district's compliance with applicable discrimination laws, and identifying and addressing any problems that arise during the review of such complaints.

4.1.6.1 Specifically, the following persons are appointed as the Title IX Coordinator or Human Rights Officers (which includes serving as the District's, Section 504 and/or ADA Coordinators) as follows:

4.1.6.1.1 For all Title IX complaints or for complaints involving harassment, discrimination, violence or hazing *by district personnel,* contact:
~~Shelly Monson~~ Joel Milteer

Director of Human Resources – Title IX Coordinator
3455 153rd Street West
Rosemount, MN 55068-4946
651-423-7859
~~shelly.monson@District196.org~~ joel.milteer@district196.org

4.1.6.1.2 For complaints involving harassment, discrimination, violence or hazing *by a student*, contact the appropriate level director:
Jeremy Sorenson
Director of Elementary Education (grades k-5)
3455 153rd Street West
Rosemount, MN 55068-4946
651-423-7782
jeremy.sorenson@District196.org

Or

Eric Hansen
Director of Secondary Education (grades 6-12)
3455 153rd Street West
Rosemount, MN 55068-4946
651-423-7712
Eric.Hansen@District196.org

4.1.6.1.3 For complaints involving the disability *of a student* including their rights under Section 504, contact:
Janet Fimmen
Director of Special Education
3455 153rd Street West
Rosemount, MN 55068-4946
651-423-7629
Janet.fimmen@District196.org

4.1.6.2 A complaint made to one Human Rights Officer that falls within the province of another Human Rights Officer, shall be forwarded to the appropriate Human Rights Officer.

4.1.6.3 When appropriate, in fulfilling their duties, Human Rights Officers may delegate investigational and other responsibilities to employees or agents of the district.

4.1.6.4 Inquiries concerning the application of federal civil rights laws may be referred to the appropriate Human Rights Officer or to the Assistant Secretary of the Office of Civil Rights (OCR), whom may be reached at 1-800-421-3481 or ocr@ed.gov.

4.1.6.5 A student with a disability is entitled to receive regular or special education and related aids and services that are designed to meet his or her individual educational needs. Further information about the rights of students with disabilities can be found in school district regulation 503.6.1AR, Section 504 Process for Students, on the district website or by contacting the Director of Special Education.

4.1.6.6 All vocational opportunities offered by the school district will be offered in a nondiscriminatory manner consistent with law and this regulation. A summary of program offerings and admission criteria can be found in high school student registration guides. District 196 will take steps to assure that English language skills will not be a barrier to admission and participation in vocational programs.

4.1.7 The superintendent develops and implements programs and processes to:

4.1.7.1 Assure district compliance in employment or educational programs, athletics, counseling, activities and facilities;

4.1.7.2 Evaluate district operations in terms of applicable federal and state laws prohibiting discrimination, harassment, violence and hazing;

4.1.7.3 Set up a Title IX grievance process and appoint the district Human Resource Officers, and

4.1.7.4 Set up a Section 504 grievance process, and appoint a Section 504 grievance officer.

4.1.8 Employees and students are responsible for reporting any evidence of discrimination, harassment, violence or hazing on the basis of race, color, creed, religion, national origin, sex, marital status, familial status, disability, status with regard to public assistance, sexual orientation, gender identity, membership or activity in a local human rights commission, age or genetic information in the district. The district has developed regulations appointing appropriate staff persons to whom reports shall be made. Appropriate action may be taken against all who fail to report instances of discrimination, harassment, violence or hazing.

4.1.9 This policy does not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, or Equal Employment Opportunity Commission (EEOC), filing a complaint with the OCR, initiating civil action or seeking redress under state criminal statutes and/or federal law.

4.1.10 Nothing in this policy shall preclude teaching about issues related to sex, race, religion, color, creed, national origin, marital status, familial status, disability, status with regard to public assistance, sexual orientation, gender identity, membership or activity in a local human rights commission, age or genetic information issues as part of the school curriculum.

4.1.11 Retaliation - The district shall discipline or take appropriate action against any student or district personnel who retaliates against any person who reports alleged harassment, discrimination, violence or hazing, or against any person who testifies, participates in or assists in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such harassment, discrimination, violence or hazing. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

4.1.12 All persons in the district affected by this policy shall be notified about this policy as required by law.

4.1.13 Some of the listed “protected classes” are only protected from certain limited forms of discrimination or harassment pursuant to Minnesota law.

5. **Prohibition of Bullying and Intimidation**

5.1 Students have the right to be safe and free from threatening situations on school property, at school activities and in district vehicles. Bullying interferes with students' ability to learn and teachers' ability to educate students in a safe environment. To the extent bullying affects the educational environment of schools, it is the school district's intent to prevent bullying from occurring, and to investigate and respond to bullying that has not been prevented.

5.2 District 196 and the Safe and Supportive Schools Act define bullying as intimidating, threatening, abusive or harming conduct that is objectively offensive and:

5.2.1 There is an actual or perceived imbalance of power between the student engaging in prohibited conduct and the target of the behavior and the conduct is repeated or forms a pattern, or

5.2.2 Materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services or privileges.

5.3 District 196 and the Safe and Supportive Schools Act define cyberbullying as using technology or other electronic communication including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network internet website or forum, transmitted through a computer, cell phone, or other electronic device to bully another.

5.4 For purposes of this policy, intimidating, threatening, abusive, or harming conduct may involve, but is not limited to, conduct that causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property; under Minnesota common law violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; is directed at any student or students including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation, including gender identity and expression, academic status related to student performance, disability or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.

5.5 Bullying includes malicious and sadistic conduct and sexual exploitation as further described in Administrative Regulation 503.8 AR, Bullying Prohibition.

5.6 Bullying behavior should be reported to a staff member. The district's processes for reporting and responding to bullying behavior can be found in Administrative Regulation 503.8 AR, Bullying Prohibition and Procedure 503.8P, Report of Bullying Behavior.

6. **Acceptable Use of Information Technology**

6.1 District 196 offers employees, students and other authorized users (as determined by the Technology Department and school and department administrators) access to a variety of information technology resources, including the Internet and email (at approved grade levels). Internet access in District 196 offers employees and students vast, diverse, unique and ever-changing resources, and promotes educational excellence by facilitating resource sharing, innovation and communication.

6.2 Use of the Internet, district computer networks and computer workstations is a privilege which may be revoked at any time for abusive conduct.

6.2.1 District networks are a shared resource which are the property of the school district and, as such, may be subject to district-authorized search to ensure the integrity of the network and compliance with policies and laws.

6.2.2 In addition to the district's standard consequences for student misbehavior (see Administrative Regulation 503.3AR, Student Behavior Expectations and Consequences for Misbehavior), any network misuse or illegal activities will result in temporary or permanent cancellation of network privileges, contact with the student's parent or guardian and, if a violation of law has occurred, contact with law enforcement authorities.

6.2.3 In response for the privilege of accessing the Internet, every Internet user has the responsibility to respect and protect the rights of every other user on the Internet, and to act in a responsible, ethical and legal manner. The administration shall develop regulations for student use of the Internet.

6.2.4 Network users should not assume that stored data and files are private. Network storage will be treated like school lockers. Network administrators may review files and communications to maintain system integrity and ensure that users are utilizing the system responsibly. Any such review shall be limited by the requirements of Minnesota Statute 13.32, subd. 14 and other applicable law.

6.2.5 Access to the Internet is given to students who agree to act in a considerate and responsible manner.

6.3 Students, employees and parents are advised that the Internet contains inappropriate material. The district does not condone the access or use of such materials in the school environment. Students who knowingly bring such materials into the school environment on their own initiative, regardless of format, will be dealt with according to standard district discipline policies. The district reserves the right to revoke access to the Internet for student misuse.

6.4 In accordance with federal law, the district attempts to block or filter Internet access to visual depictions that are obscene, pornographic or harmful to minors.

6.5 Concerns from students, parents and guardians about Internet or other computer network information that is assigned to a student by a teacher or is otherwise part of teacher-led or directed instruction will be handled in the same manner as concerns about other instructional resources used in District 196. Policies and regulations regarding instructional resources, including selection and reconsideration, also apply to network resources.

7. Cell Phones

7.1 Purpose - The purpose of this policy is to improve academic focus and attainment, minimize the negative impact of cell phones on student behavior and mental health, and to create a distraction-free learning environment that fosters stronger student-teacher and student-to-student relationships.

7.2 Limits and Expectations—District 196 limits student possession and use of cell phones in schools. Students are also prohibited from using a cell phone to engage in conduct prohibited by school district policies, including, but not limited to, cheating, bullying, and harassment.

7.2.1 If brought to school, cell phones should be kept off and out of sight during the instructional day except as authorized by a teacher for a specific curricular or instructional purpose, or as permitted below:

7.2.1.1 High Schools may permit students to use their cell phones during passing time and lunch and before and after the instructional day provided that they are used in a nondisruptive manner consistent with school district policies and regulations.

7.2.1.2 Middle and elementary schools require cell phones to be off and out of sight during the instructional day (including during passing time, recess, lunch and field trips), but may permit students to use their cell phones before and after the instructional day provided that they are used in a nondisruptive manner consistent with school district policies and regulations.

7.2.2 Cell phones are never allowed to be out or used in bathrooms or locker rooms.

7.2.3 The school board directs the schools to establish and communicate specific rules and protocols consistent with this policy.

7.3 Consequences for Violations

7.3.1 Students who are in violation of this and other school district policies, regulations, rules or protocols may be subject to disciplinary action pursuant to the school district's discipline policy, 503.3AR, Student Behavior Expectations and Responses for Behavior and school specific rules and protocols.

7.3.2 Students who are in violation of this and other school district policies, regulations, rules or protocols may have their cell phone confiscated by school staff. Cell phones that are confiscated by a school will be returned in accordance with school building rules and protocols and parents or guardians may be required to retrieve them from school. In appropriate circumstances in which criminal behavior is suspected, a confiscated cell phone may be provided to law enforcement.

7.3.2 In some cases, students may lose the privilege of bringing a cell phone to school or may be required to turn their phone in at the school office at the beginning of the day and pick it up at the end of the day.

7.4 Searches - If the school district has a reasonable suspicion that a student has violated a school policy, rule, or law by use of a cell phone, or that a cell phone contains evidence of such a violation, a school administrator may search the cell phone. The search will be reasonably related in scope to the circumstances justifying the search.

7.5 Risk of Loss - Students who bring cell phones to school do so at their own risk. District 196 assumes no responsibility for theft, loss, or damage of a cell phone brought to school and will not assume responsibility for investigating loss or theft.

7.6 Family Responsibilities - Parents and guardians may contact the school office with information a student must receive during the school day or to contact a student. Students and their parents or guardians should review this policy and their individual school's rules and protocols regarding cell phones.

7.7 Policy Exceptions - Students who require an emergency exception to this policy or a disability-related accommodation related to this policy should contact their building administrator.

7.8. Application of Policy to Other Personal Electronic Devices - Students are permitted to possess other personal electronic devices at school at their own risk, but provisions 7.3-7.4 above shall apply to such devices if they are used in a manner that causes a nuisance or to engage in conduct prohibited by school district policies including, but not limited to, cheating, bullying, and harassment.

8. **Patriotic Exercises** – Student appreciation and understanding of the United States of America, the American heritage and democratic ideals are enhanced by ceremonies and other observances.

8.1 The Pledge of Allegiance shall be said at every school every school day, and schools shall regularly involve students in activities and programs to increase student understanding of the United States of America and its heritage.

8.2 In accordance with the law, individuals who wish to opt out of saying the Pledge of Allegiance or participation in patriotic exercises due to personal beliefs will be permitted to do so and staff and students must respect another person's right to make that choice.

References:

- Minnesota Statute 13.32, Educational Data
- Minnesota Statute 121A.03, Model Policy
- Minnesota Statute 121A.031, School Student Bullying Policy
- Minnesota Statute 121A.0312, Malicious and Sadistic Conduct
- Minnesota Statute 121A.11, United States Flag
- Minnesota Statutes 121A.40-121A.575, Pupil Fair Dismissal Act
- Minnesota Statute 121A.58, Corporal Punishment; Prone Restraint; and Certain Physical Holds
- Minnesota Statute 121A.582, Student discipline; reasonable force
- Minnesota Statute 121A.69, Hazing Policy
- Minnesota Statute 121A.73, School Cell Phone Policy
- Minnesota Statutes 125A.094-125A.0942, Restrictive procedures for children with disabilities
- Minnesota Statute Chap. 363A, Minnesota Human Rights Act
- Minnesota Statute 609.321-609.324, Prostitution
- Minnesota Statute 609.341-609.345, Definitions
- Minnesota Chapter 260E, Reporting of maltreatment of minors
- Minnesota Administrative Rules 3525.3700-4700, Due process
- West Virginia State Board of Education vs. Barnette, 63 U.S. Supreme Court 1178 (1943)
- 47 U.S.C. § 254(h), Children's Internet Protection Act
- 20 U.S.C. 1681 et seq (Title IX of the Educational Amendments of 1972)
- 42 U.S.C. 2000e et seq (Title VI and VII of the Civil Rights Act)
- 42 U.S.C. 12101 et seq (Americans with Disabilities Act of 1991)
- 29 U.S.C. 621 et seq (Age Discrimination in Employment Act of 1967)
- 29 U.S.C. 794 (Section 504 of the Rehabilitation Act of 1973)
- 42 U.S.C. 2000ff (Title II of Genetic Information Nondiscrimination Act of 2008)
- District 196 Restrictive Procedures Plan
- MSBA/MASA Model Policy 413, Harassment and Violence
- MSBA/MASA Model Policy 506, Student Discipline
- MSBA/MASA Model Policy 507, Corporal Punishment and Prone Restraint
- MSBA/MASA Model Policy 514, Bullying Prevention Policy
- MSBA/MASA Model Policy 522, Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process
- MSBA/MASA Model Policy 523, Policies Incorporated by Reference
- MSBA/MASA Model Policy 524, Internet, Technology, and Cell Phone Acceptable Use and Safety Policy
- MSBA/MASA Model Policy 524.5 Personal Electronic Communication Devices
- MSBA/MASA Model Policy 525, Hazing Prohibition
- MSBA/MASA Model Policy 531, The Pledge of Allegiance
- MESPA and MASSP, The Cell Phone Toolkit (July 2024)

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Meeting Date: **08/11/2025** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Appointments to the Budget Advisory Council**

Presenter(s): **Christopher Onyango-Robshaw** Title(s): **Director of Finance and Operations**

Background
The Budget Advisory Council (BAC) was established by the School Board in January 2001. The BAC comprises 12 to 15 people: nine to 12 parents/guardians or other community residents, a licensed staff representative, a non-licensed staff representative, and a principal representative. Terms of office are three years and will be in effect from July 1, 2025, through June 30, 2028.

Initially, the BAC had six vacancies for parent/guardian or residents and one teacher. At the June 9 meeting, the Board approved three incumbent parent/guardian or resident members, one incumbent teacher, and two new community members, which leaves one parent/guardian or resident position available. The applicants below are being recommended for appointment to the BAC:

Jay Bowman – Resident member (Rosemount)

Alternatives
Appoint one or other individuals to the BAC.

Recommendation
Appoint the individual listed above to terms on the BAC running from July 1, 2025, through June 30, 2028.

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Meeting Date: **08/11/2025** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Rosemount High School Activity Center Addition and Renovation - Alternates**

Presenter(s): **Christopher Onyango-Robshaw** Title(s): **Director of Finance and Operations**

Background
During its July 14, 2025, meeting, the Board approved contracts for the Rosemount High School Activity Center Addition and Renovation. Due to bids coming in under budget, the district is now able to significantly improve and upgrade the HVAC system, which will provide more consistent and effective heating and cooling throughout the building.

Alternate Bids:

Trade Package	Contractor	Amount
1A-General Trades	Ebert Inc dba Ebert Companies	$9,100
5A-Structural Steel	Waukegan Steel LLC	$152,000
7A-Roofing	Central Roofing Company	$67,235
9E-Painting and Wallcovering	Mulcahy Nickloaus	$8,195
21A-Fire Suppression	Total Fire Protection, Inc	$31,550
22A-Plumbing and HVAC	Corval Constructors Inc	$1,705,100
26A-Electrical	NAC Mechanical and Electrical Services	$38,000

Additional Base Bid via State Contract Procurement:

Trade Package	Contractor	Amount
11B-Scoreboards	AIM Electronics	$99,825

The Board also approved the 7B-Metal Wall Ties contract, awarded to Specialty Systems during the July 14 meeting. While the initial approval cited an amount of $7,707,700, the accurate contract value is $1,707,700.

Alternatives
1. Reject all alternates.
2. Select different vendors other than those listed in the recommendation letter.

Recommendation
Award the alternate contracts for Rosemount High School Activity Center Addition and Renovation to the vendors as listed on the attached recommendation letter from Knutson Construction Project Manager Ike McWaters. Then, authorize the superintendent or director of finance and operations to sign the contract.

Date: July 31, 2025
To: Independent School District 196
From: Ike McWaters, Knutson Construction
Subject: Rosemount High School Additions and Renovations – Additional Approvals

Dear Members of the Board,

Per the Project Oversite Committee's recommendation, Knutson Construction requests approval to issue change orders for Alternates 4,5 and 6.

Alternate Bid Approvals:

1A – General Trades
- **Ebert Inc. dba Ebert Companies** in the amount of **$9,100.00**

5A – Structural Steel
- **Waukegan Steel LLC** in the amount of **$152,000.00**

7A – Roofing
- **Central Roofing Company** in the amount of **$67,235.00**

9E – Painting and Wallcovering
- **Mulcahy Nickolaus** in the amount of **$8,195.00**

21A – Fire Suppression
- **Total Fire Protection, Inc.** in the amount of **$31,550.00**

22A – Plumbing and HVAC
- **Corval Constructors Inc.** in the amount of **$1,705,100.00**

26A – Electrical
- **NAC Mechanical and Electrical Services** in the amount of **$38,000.00**

Additional Base Bid Approval via State Contract Procurement:

11B – Scoreboards
- **AIM Electronics Inc.** in the amount of **$99,825.00**

Contract Correction:

7B – Metal Wall Tiles
- **Specialty Systems** in the amount of **$1,707,700.00**

* This is a correction to previously approved contract amount.

Knutson will proceed with Contracts upon board approval.

Thank you,

Ike McWaters, Project Manager
Knutson Construction

Attachments: Bid Tabulation

CC: Christopher Onyango-Robshaw, District 196
Stephanie Rudie, District 196
Wold Architects and Engineers

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Meeting Date: **08/11/2025** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Personnel**

Presenter(s): **Tiffany Weiler** Title(s): **Coordinator of Human Resources**

Background
The attached list of proposed personnel separations, leaves of absence, and new staff is presented for Board action.

Alternatives
Do not approve one or more of the actions.

Recommendation
Approve the actions as presented.

Separations: Non-Licensed

Date of Board Meeting - August 11, 2025

Last Name	*First Name*	*Assignment Location*	*Employment Date*	*Effective Date*	*Reason*
Bellin 30242	Lori	AVID Basic Skills Clerk Rosemount High	10/15/2019	6/5/2025	Resignation
Benson 32687	Jennifer	Special Education Paraprofessional Westview Elementary	3/5/2024	8/31/2025	Resignation
Bulaieva 146410	Nataliia	AVID Basic Skills Clerk Rosemount High	12/9/2024	6/5/2025	Resignation
Harju 144675	Danielle	Special Education Paraprofessional Westview Elementary	1/17/2023	6/5/2025	Resignation
Ista 146432	Aspen	Nutrition Services Associate Pinewood Elementary	1/2/2025	6/5/2025	Resignation
Kraft 19941	Therese	Special Education Paraprofessional Transition Plus	4/1/1997	8/16/2025	Revised Retirement
LaLonde 144518	Myra	Nutrition Services Associate Eastview High	10/14/2022	6/5/2025	Resignation
Lemke 145042	Bruce	Bus Driver Transportation	8/30/2023	8/26/2025	Resignation
Lentsch 39365	Anissa	Chaperone/Crossing Guard Transportation	7/10/2017	6/5/2025	Resignation
Lilly 145733	Marquita	Special Education Paraprofessional Glacier Hills Elementary	4/23/2024	6/5/2025	Resignation
Lindemann 145745	Tomoko	Nutrition Services Associate Thomas Lake Elementary	9/3/2024	6/5/2025	Resignation
Lloyd 42032	Adam	Controller District Office	3/23/2020	8/21/2025	Resignation
Miller 144831	Amy	Chaperone/Crossing Guard Transportation	8/30/2023	6/5/2025	Resignation
Morales Ortiz 146134	Javier	Custodian Rosemount Middle	8/26/2024	7/7/2025	Termination

Last Name	First Name	Assignment Location	Employment Date	Effective Date	Reason
Nelson 29221	Bradley	Custodian Rosemount Middle	10/5/2005	9/2/2025	Retirement
Otto 146205	Holly	Special Education Paraprofessional Oak Ridge Elementary	9/13/2024	6/3/2025	Resignation
Peterson 145662	Lauren	Special Education Paraprofessional Rosemount Middle	3/5/2024	6/5/2025	Resignation
Quigley 35947	Charles	Custodian Parkview Elementary	4/14/2014	8/4/2025	Retirement
Rossini 43050	Catherine	Instructional Clerk Rosemount Middle	9/1/2021	6/5/2025	Resignation
Score 18916	Susan	Bookkeeper/ Secretary Eagan High	9/22/1997	9/30/2025	Retirement
Speich 27781	Jacqueline	Special Education Paraprofessional Eastview High	4/12/2004	7/21/2025	Retirement
Spidell 146209	Corrina	Instructional Clerk East Lake Elementary	9/16/2024	6/5/2025	Resignation
Widner 145478	Rebecca	Nutrition Services Assistant Manager Black Hawk Middle	11/27/2023	6/5/2025	Resignation

Separations: Licensed

Last Name	*First Name*	*Assignment* *Location*	*Employment Date*	*Effective Date*	*Reason*
Carlstrom 145264	Erin	Grade 4 Elementary East Lake Elementary	8/23/2023	6/6/2025	Resignation
Casperson 20503	Bart	Social Studies Teacher Apple Valley High	8/25/1997	7/12/2025	Deceased
Dunne 38771	Maxwell	Physical Education Teacher Eagan High	8/21/2024	6/6/2025	Resignation
Greseth 31098	Jennifer	Nurse School of Environmental Studies	1/6/2020	8/15/2025	Resignation
Hatling 144739	Kristin	Homebound Teacher Rosemount High	3/1/2023	6/7/2024	Resignation
Inserra 42715	Ali	Special Education Teacher Transition Plus	8/21/2024	6/6/2025	Resignation
Kolstad 15785	Susan	Speech Language Pathologist Thomas Lake Elementary	9/2/1992	6/6/2025	Retirement
Moulton 38079	Rachel	Special Education Centerbased Teacher Greenleaf Elementary	8/23/2016	6/6/2025	Resignation
Pershica 34555	Megan	Coordinator of Instruction & Achievement District Office	7/1/2014	7/10/2025	Resignation
Rogstad 146121	Theresa	Speech Language Pathologist Dakota Valley Learning Center	8/21/2024	6/6/2025	Resignation
Schultz 16508	Jackie	Special Education Resource Teacher Highland Elementary	8/30/1993	6/6/2025	Retirement
Singer 36757	Gina	Nurse Silver Bell Learning Center	3/30/2015	6/6/2025	Resignation
Smits 17566	Henry	Social Studies Teacher Falcon Ridge Middle	8/29/1994	6/6/2025	Retirement
Van House 145969	Christian	Physical Education Teacher Westview Elementary	8/21/2024	6/6/2025	Resignation
Whalen 144366	Meghan	Nurse Rosemount Middle	8/29/2022	6/6/2025	Resignation

Leaves of Absence Without Pay Recommended: Non-Licensed Staff

Last Name	*First Name*	*Assignment Location*	*Employment Date*	*Dates of Leave*
Ackerman 19141	David	Custodian Glacier Hills Elementary	3/11/1996	Beginning of the day June 6, 2025 to the beginning of the day September 8, 2025

Leaves of Absence Without Pay Recommended: Licensed Staff

Last Name	*First Name*	*Assignment Location*	*Employment Date*	*Dates of Leave*
Alleven 40101	Julianna	Grade 3 Teacher Woodland Elementary	8/20/2019	Beginning of the 2025-26 school year to the beginning of the 2026-27 school year
Braun 30440	Shannon	Mathematics Teacher Eagan High	8/27/2007	.2 FTE beginning of the 2025-26 school year to the beginning of the 2026-27 school year
Cary 20090	Gretchen	TOSA District Office	8/25/1997	Beginning of the 2025-26 school year to the beginning of the 2026-27 school year
Frieseke 39438	Sara	Instrumental Music Teacher Scott Highlands Middle	8/22/2017	Beginning of the the day September 5th, 2025 to the beginning of the 2026-27 school year
Gast 40247	Kelly	ELD Teacher Shannon Park Elementary	8/21/2018	Beginning of the day September 4, 2025 to the beginning of the day October 20, 2025
Kunkel 38302	Elizabeth	Grade 6 Teacher Black Hawk Middle	8/29/2016	Beginning of the 2025-26 school year to the beginning of the 2026-27 school year
Moe 23634	Jennifer	Academic Interventionist/ Talent Development Teacher Highland Elementary	8/28/2000	.2 FTE beginning of the 2025-26 school year to the beginning of the 2026-27 school year
Molstre-Kotz 11922	Stephanie	Art Teacher Eagan High	8/28/2000	.2 FTE beginning of the 2025-26 school year to the beginning of the 2026-27 school year
Schulzetenberg 34241	Kristi	English Teacher Dakota Hills Middle	8/26/2019	.2 FTE beginning of the 2025-26 school year to the beginning of the 2026-27 school year
Sheridan 13294	Kevin	Grade 3 Teacher Greenleaf Elementary	8/29/1990	Beginning of the 2025-26 school year to the beginning of the 2030-31 school year
Tejera 31115	Lynette	Elementary Teacher District Office	2/4/2008	.2 FTE beginning of the 2025-26 school year to the beginning of the 2026-27 school year
Thomley 16612	Rachel	Grade 4 Teacher Greenleaf Elementary	8/30/1993	Beginning of the 2025-26 school year to the beginning of the 2026-27 school year
Toonen 24596	Amy	Social Worker East Lake Elementary	8/27/2001	.25 FTE beginning of the 2025-26 school year to the beginning of the 2026-27 school year

Last Name	*First Name*	*Assignment Location*	*Employment Date*	*Dates of Leave*
Undis 41531	Claire	ELD Teacher Deerwood Elementary	8/20/2019	Beginning noon on September 10, 2025 to the beginning of the 2026-27 school year
Valdivia 28881	Kristine	ELD Teacher Eastview High	8/29/2005	.2 FTE beginning of the 2025-26 school year to the beginning of the 2026-27 school year
Woods 37900	Kelly	Special Education Centerbased Teacher Eagan High	1/14/2016	Beginning noon on September 2, 2025 to the beginning of the 2026-27 school year

New Staff: Non-Licensed

Last Name	*First Name*	*Assignment Location*	*Employment Date*	*Reason*	*Salary*
Birchard 146927	Miranda	ECFS Teaching Assistant Dakota Valley Learning Center	9/2/2025	Replacement	21.91/hr, hours vary, school term
Brennan 146932	Elizabeth	Nutrition Services Associate Rosemount High	8/27/2025	Replacement	20.23/hr, 20 hrs/wk, school term
Brown 146766	Melissa	Special Education Paraprofessional Northview Elementary	9/2/2025	Replacement	22.91/hr, 31.25 hrs/wk, school term
Dorma 146902	Cortney	ECFS Teaching Assistant Parkview Elementary	9/2/2025	Replacement	20.65/hr, 32.5 hrs/wk, school term
Feyder 31415	Joseph	Mechanical Specialist District Services Center	7/31/2025	Replacement	29.07/hr, 40 hrs/wk, 12 month
Forbrook 146926	Lisa	10 Month Secretary Glacier Hills Elementary	9/2/2025	Replacement	23.62/hr, 40 hrs/wk, 10 month
Fournier 146958	David	Special Education Paraprofessional Eastview High	8/27/2025	Replacement	21.65/hr, 33.75 hrs/wk, school term
Fu 146942	Yingshi	Night Custodian Apple Valley High	8/7/2025	Replacement	22.48/hr, 40 hrs/wk, 12 month
Gibson 146903	Steveniece	Special Education Paraprofessional Highland Elementary	9/2/2025	Allocated position	21.65/hr, 31.25 hrs/wk, school term
Jackson 146962	Mary	Special Education Due Process Secretary Transition Plus	9/2/2025	Replacement	23.62/hr, 30 hrs/wk, school term
Jacobson 146912	Michael	Custodian Northview Elementary/ Dakota Hills Middle	7/14/2025	Replacement	25.54/hr, 40 hrs/wk, 12 month
Keene 146961	Preticiza	Nutrition Services Associate Parkview Elementary	9/2/2025	Replacement	20.23/hr, 22.5 hrs/wk, school term
Kromer 146966	Aubrielle	Special Education Paraprofessional Highland Elementary	9/2/2025	Replacement	22.91/hr, 31.25 hrs/wk, school term
Lichty 145737	Lauren	Special Education Paraprofessional Shannon Park Elementary	9/2/2025	Replacement	24.16/hr, 31.25 hrs/wk, school term

These conditional offers of employment are subject to successful completion of a criminal background check and I-9 Employment Eligibility Verification.

Last Name	First Name	Assignment Location	Employment Date	Reason	Salary
Lossow 146691	Janine	Nutrition Services Associate Diamond Path Elementary	9/2/2025	Replacement	20.23/hr, 22.5 hrs/wk, school term
Manthri 146941	Manasa	Special Education Paraprofessional Valley Middle	8/27/2025	Replacement	21.65/hr, 33.75 hrs/wk, school term
McCauley 146906	Diane	Nutrition Services Associate Valley Middle	8/27/2025	Replacement	20.23/hr, 20 hrs/wk, school term
Meketarian 146155	Hagop	Special Education Paraprofessional Northview Elementary	9/2/2025	Replacement	21.65/hr, 31.25 hrs/wk, school term
Nanthakuamar 146929	Koushalya	Nutrition Services Associate Valley Middle	8/27/2025	Replacement	20.23/hr, 20 hrs/wk, school term
Passeri 146910	Patricia	Special Education Paraprofessional Black Hawk Middle	8/27/2025	Replacement	24.16/hr, 33.75 hrs/wk, school term
Petree 146174	Nora	Special Education Paraprofessional Glacier Hills Elementary	9/2/2025	Replacement	21.65/hr, 31.25 hrs/wk, school term
Redding 31805	JoAnn	Special Education Paraprofessional Rosemount High	8/27/2025	Replacement	24.16/hr, 33.75 hrs/wk, school term
Shelby 146925	Adriane	Attendance Clerk Black Hawk Middle	8/27/2025	Replacement	20.19/hr, 40 hrs/wk, 10 month
Singh 146507	Varsha	Technology Support Clerk Westview Elementary	9/2/2025	Replacement	24.90/hr, 35 hrs/wk, 10 month
Thielbar 146920	Destinee	Special Education Paraprofessional Rosemount Elementary	9/2/2025	Replacement	21.65/hr, 30 hrs/wk, school term
Thomas Christopher Judson 146928	Henipher Jes	Special Education Paraprofessional Diamond Path Elementary	9/2/2025	Replacement	21.65/hr, 31.25 hrs/wk, school term
Willey 146494	Samantha	Instructional Clerk Northview Elementary	9/2/2025	Replacement	22.66/hr, 20 hrs/wk, school term
Wren 146921	ShaRae	Special Education Paraprofessional Rosemount Elementary	9/2/2025	Replacement	21.65/hr, 31.25 hrs/wk, school term

These conditional offers of employment are subject to successful completion of a criminal background check and I-9 Employment Eligibility Verification.

New Staff: Licensed

Last Name	*First Name*	*Assignment Location*	*Employment Date*	*Reason*	*Salary*
Ambroson 146899	Hayley	Grade 4 Teacher Southview Elementary	8/20/2025	Allocated position	92,204
Ashland 146951	Clark	Career Development Teacher Eagan High	8/20/2025	Allocated position	69,617
Barnes 146864	Elizabeth	Kindergarten Teacher Emerald Trail Elementary	8/20/2025	Allocated position	52,270
Berryman 145902	Ashley	Assistant Administrator Dakota Hills Middle	8/11/2025	Allocated position	121,290
Blazek 20589	Carla	Academic Coach Teacher Dakota Valley Learning Center	8/20/2025	Replacement	104,475 x .5 FTE (prorated)
Bracken 146897	Natalia	ELD Teacher Rosemount High	8/20/2025	Allocated position	59,261 x .8 FTE (prorated)
Brown 146950	Jayna	Special Education Resource Teacher Valley Middle	8/20/2025	Allocated position	50,266
Busch 146938	William	Physical Education Teacher Eagan High	8/20/2025	Allocated position	50,266
Dahlberg 145143	Sean	Special Education Resource Teacher Apple Valley High	8/20/2025	Allocated position	53,043
Daszkiewicz 145921	Denise	Career Development Teacher School of Environmental Studies	8/20/2025	Allocated position	59,261 x .8 FTE (prorated)
Dayton 146930	Kaila	Deaf/Hard of Hearing Teacher Black Hawk Middle	8/20/2025	Allocated position	75,831
Dian 146215	Madison	Nurse Northview Elementary	8/20/2025	Allocated position	57,868
Dooper-Salazar 146916	Jennifer	English Teacher/ Academic Interventionist Apple Valley High	8/20/2025	Allocated position	87,491

These conditional offers of employment are subject to successful completion of a criminal background check, I-9 Employment Eligibility Verification and, where applicable, the issuance of the required license. Salary subject to change upon verification of correct step and lane placement.

Last Name	First Name	Assignment Location	Employment Date	Reason	Salary
Edin 146872	Erik	Business Teacher Apple Valley High	8/20/2025	Allocated position	69,617
Ehrmann 146149	James	Special Education Centerbased Teacher Pinewood Elementary	8/20/2025	Allocated position	57,709
Ejuwa 37859	Nathan	English Teacher Rosemount High	8/20/2025	Allocated position	56,155
Faeh 11539	Cheryl	Physical Education Teacher Scott Highlands Middle	8/20/2025	Replacement	104,475
Fillmore 146318	Nicholas	Social Studies Teacher Valley Middle	8/20/2025	Replacement	57,709 (prorated)
Fury 146959	Anna	Grade 3 Teacher East Lake Elementary	8/20/2025	Allocated position	104,475
Goetz 34410	Samuel	Special Education Resource Teacher Rosemount High	8/20/2025	Allocated position	53,043
Gowlland 146940	Citori	Nurse Districtwide	8/20/2025	Allocated position	56,921
Greene 146789	Brianna	Special Education Resource Teacher Parkview Elementary	8/20/2025	Allocated position	53,043
Hadler 146493	Jenna	Grade 2 Teacher Cedar Park Elementary	8/20/2025	Replacement	52,270
Hagstrom 146914	Avery	Grade 3 Teacher Glacier Hills Elementary	8/20/2025	Replacement	50,266
Hart 146919	Valaree	Special Education Centerbased Teacher Red Pine Elementary	8/20/2025	Allocated position	50,266
Horejsi 146068	Adam	Special Education Centerbased Teacher Black Hawk Middle	8/20/2025	Allocated position	104,475
Hsu 146845	Andrea	Special Education Teacher Dakota Ridge School	8/20/2025	Allocated position	104,475

These conditional offers of employment are subject to successful completion of a criminal background check, I-9 Employment Eligibility Verification and, where applicable, the issuance of the required license. Salary subject to change upon verification of correct step and lane placement.

Last Name	First Name	Assignment Location	Employment Date	Reason	Salary
Hubley 146955	Kayla	Nurse Parkview Elementary	8/20/2025	Allocated position	83,916
Jackson 146953	Niambi	Grade 2 Teacher Oak Ridge Elementary	8/20/2025	Allocated position	53,043
Johnson 146026	Karsten	Mathematics Teacher Dakota Hills Middle	8/20/2025	Replacement	52,270
Johnson 144645	Katelyn	Assistant Administrator/ TOSA Dakota Valley Learning Center	8/18/2025	Allocated position	115,226 x .5 FTE/ 91,469 x .5 FTE (prorated)
Jones 146883	Douglas	Instrumental Music Teacher Echo Park/ Oak Ridge/ Shannon Park Elementary	8/20/2025	Allocated position	69,207
Jutila 146854	Afton	Occupational Therapist District Service Center	8/20/2025	Allocated position	87,491
Kloth 146291	Rachael	Special Education Teacher Dakota Ridge School	8/20/2025	Allocated position	52,270
Lopez Rubi 145245	Cecilia	Special Education Centerbased Teacher Diamond Path Elementary	8/20/2025	Allocated position	50,814
Margosian 146065	Izabella	Social Studies/ Reading Teacher Falcon Ridge Middle	8/20/2025	Allocated position	52,270 x .8 FTE (prorated)
Mohamud 41850	Lul	Social Studies Teacher Apple Valley High	8/20/2025	Allocated position	52,270
Nguyen 146884	Cindy	Occupational Therapist District Service Center	8/20/2025	Allocated position	78,913
Nordling 146881	Sarah	Grade 4 Teacher Oak Ridge Elementary	8/20/2025	Allocated position	50,266
Olsen 21298	Steven	Instrumental Music Teacher Greenleaf Elementary	8/20/2025	Allocated position	92,204 x .2 FTE (prorated)
Parker 146417	Kelly	Special Education Centerbased Teacher Woodland Elementary	8/20/2025	Allocated position	50,266

These conditional offers of employment are subject to successful completion of a criminal background check, I-9 Employment Eligibility Verification and, where applicable, the issuance of the required license. Salary subject to change upon verification of correct step and lane placement.

Last Name	First Name	Assignment Location	Employment Date	Reason	Salary
Percival 17608	Robin	Counselor Eastview High	8/11/2025	Allocated position	107,299 x .6 FTE (prorated)
Reese 146923	Kevin	Science Teacher Rosemount High	8/20/2025	Replacement	53,043
Richmond 146777	Paige	Special Education TOSA Elementary Lead District Service Center	8/20/2025	Allocated position	95,496
Runyon 146948	Abigail	Social Worker Greenleaf Elementary	8/20/2025	Allocated position	60,817
Sadek 144530	Joshua	Academic Intervention TOSA Eastview High	8/20/2025	Allocated position	92,204
Sandford 146945	Ariane	English Teacher Apple Valley High	8/20/2025	Replacement	59,261 (prorated)
Scales 41215	Caden	Grade 6 Teacher Scott Highlands Middle	8/20/2025	Allocated position	50,266
Schield 146898	Tonya	Science Teacher Valley Middle	8/20/2025	Allocated position	82,050
Schmidt 146949	Ashley	Mathematics Teacher Valley Middle	8/20/2025	Replacement	50,266
Schultz 146901	Kayla	Special Education Resource Teacher Parkview Elementary	8/20/2025	Allocated position	59,261
Shirborn 146003	Mark	English Teacher Rosemount High	8/20/2025	Allocated position	98,942
Smethells 43504	Amanda	Art Teacher Oak Ridge Elementary	8/20/2025	Allocated position	50,266
Smith 43713	Ashley	Grade 5 Teacher Northview Elementary	8/20/2025	Allocated position	56,155
Smith 146476	Brenda	Grade 2 Teacher Southview Elementary	8/20/2025	Replacement	52,270

These conditional offers of employment are subject to successful completion of a criminal background check, I-9 Employment Eligibility Verification and, where applicable, the issuance of the required license. Salary subject to change upon verification of correct step and lane placement.

Last Name	First Name	Assignment Location	Employment Date	Reason	Salary
Storm 145637	Jerryn	Grade 1 Teacher Rosemount Elementary	8/20/2025	Allocated position	52,270
Sullivan 34637	Amy	Special Education Centerbased Teacher Highland Elementary	8/20/2025	Allocated position	92,204
Suzuki 146917	Timothy	Grade 3 Teacher Echo Park Elementary	8/20/2025	Allocated position	92,204
Talukdar 43683	Rumi	Special Education Centerbased Teacher Highland Elementary	8/20/2025	Allocated position	50,814
Tande 40442	Erin	Assistant Administrator Greenleaf Elementary	8/18/2025	Allocated position	115,226
Tapper 27340	Melissa	Assistant Principal Dakota Hills Middle	8/1/2025	Allocated position	138,485 (prorated)
Teeter 146954	Alicia	Special Education Teacher Transition Plus	8/20/2025	Allocated position	63,924
Thompson 146876	Hannah	Grade 3 Teacher Emerald Trail Elementary	8/20/2025	Allocated position	91,469
Thompson 146882	Jenny	Parent Educator Dakota Valley Learning Center	8/20/2025	Allocated position	98,942 x .55 FTE (prorated)
Toetschinger 32901	Kelsey	Special Education Teacher Dakota Ridge School	8/20/2025	Allocated position	98,942
Trajano 146908	Lorenzo	English Teacher Rosemount Middle	8/20/2025	Allocated position	53,043 x .8 FTE (prorated)
Vaitkunas 146862	Mallory	Special Education Resource Teacher Apple Valley High	8/20/2025	Allocated position	53,043
Valdez Correa 36377	Andrea	ELD Teacher Valley Middle	8/20/2025	Allocated position	50,814
Vander Velden 43898	Andrea	Grade 5 Teacher Red Pine Elementary	8/20/2025	Allocated position	63,924

These conditional offers of employment are subject to successful completion of a criminal background check, I-9 Employment Eligibility Verification and, where applicable, the issuance of the required license. Salary subject to change upon verification of correct step and lane placement.

Last Name	*First Name*	*Assignment Location*	*Employment Date*	*Reason*	*Salary*
Weiss 146922	Laura	English/ ELD Teacher Valley Middle	8/20/2025	Allocated position	72,722
Withrow 146877	Jessica	Grade 2 Teacher Woodland Elementary	8/20/2025	Allocated position	63,971
Yoakiem 146931	Stacy	Special Education Resource Teacher Glacier Hills/ Woodland Elementary	8/20/2025	Allocated position	98,679

These conditional offers of employment are subject to successful completion of a criminal background check, I-9 Employment Eligibility Verification and, where applicable, the issuance of the required license. Salary subject to change upon verification of correct step and lane placement.

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Meeting Date: **08/11/2025** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Employment Agreement- Probationary**

Presenter(s): **Joel Milteer** Title(s): **Director of Human Resources**

Background
The administration seeks to enter into an agreement to extend the probationary period of one teacher. The teacher provided probationary teaching services to the district in 2024-25 school year, and the administration would like to continue to employ the teacher for the 2025-26 school year, but wishes to have an additional year of probationary employment to continue to observe the teachers' performance before committing to continuing contracts. Unless their contract is non-renewed prior to July 1 or the parties enter into the attached agreements, the teacher may be entitled to a continuing contract with the school district pursuant to Minn. Stat. § 122A.40. The teacher would like to remain employed by the district, is willing to waive continuing contract rights, and agree to remain probationary for an additional year.

The school district's general counsel developed an agreement to allow the teacher to remain employed in exchange for their waiver of continuing contract rights. The agreements require the teacher to remain probationary for an additional year and subject to summary nonrenewal at any time prior to July 1, 2026. A template of the agreement is attached. A substantially similar agreement was presented to the teacher for their review. The teacher was given time to consider the voluntary agreement and consult with legal counsel and Dakota County United Educators (DCUE), if desired. The teacher and DCUE have already agreed to the terms and signed the agreement.

Alternatives
1. Do not enter into the agreement.
2. Suggest changes to the agreement.

Recommendation
Enter into the agreement to employ the teacher for an additional probationary year, subject to the terms of the attached agreement.

EMPLOYMENT AGREEMENT

WHEREAS, XXX XXX (hereinafter referred to as "XXX") has been employed during the 2024-25 school year by Independent School District No. 196, Rosemount, Minnesota, (hereinafter referred to as "School District") as a probationary teacher; and

WHEREAS, unless XXX's contract is nonrenewed by the School District before July 1, 2025, XXX may be entitled to a continuing contract with the School District; and

WHEREAS, the School District is considering nonrenewing XXX's contract; and

WHEREAS, the School District is willing to employ XXX for the 2025-26 school year, but wishes to have additional time for observation of XXX performance before granting a continuing contract; and

WHEREAS, the School District wishes to extend XXX's probationary period to allow for an additional probationary year of employment rather than offering a continuing contract or non-renewing XXX contract for the 2025-26 school year; and

WHEREAS, XXX wishes to have continued employment with the School District and is willing to waive continuing contract rights in order to be employed by the School District during the 2025-26 school year; and

WHEREAS, Dakota County United Educators (DCUE) is the exclusive representative for teachers in the School District; and

WHEREAS, the parties have been given the opportunity to consult with legal counsel and/or the exclusive representative and understand their rights and obligations under Minnesota Statute § 122A.40 and the teachers' collective bargaining agreement; and

WHEREAS, XXX understands that the intention of this Agreement is to waive XXX's continuing contract rights which may otherwise attach upon XXX continued employment after July 1, 2025 and to obtain XXX consent and agreement that XXX continue to be treated as a probationary employee in all respects and subject to a school board decision not to renew XXX contract at any time before July 1, 2026.

NOW THEREFORE, the School District, XXX and DCUE hereby agree as follows:

1. The School District agrees to employ XXX during the 2025-26 school year as a probationary teacher and to forego the nonrenewal of XXX contract prior to July 1, 2025.

2. The parties to this Agreement have determined that it is in the best interests of XXX and the School District to extend XXX's probationary period by one year.

3. XXX voluntarily agrees to extend XXX probationary period through the 2025-26 school year, and hereby waives any claim of continuing contract rights pursuant to Minnesota Statute § 122A.40 or any other law with respect to XXX employment during the 2025-26 school year.

4. XXX acknowledges and agrees that the school board may simply give XXX written notice prior to July 1, 2026 in the event it does not wish to renew XXX contract and XXX is not entitled to a hearing, grievance or other legal process to challenge such a decision not to renew XXX contract.

5. XXX understands that in the event the school board does act to non-renew XXX contract prior to July 1, 2026, the employment relationship shall then be terminated effective at the end of the 2025-26 school year, and XXX will in that event be estopped or barred by this Agreement from claiming prior acquisition of continuing contract rights arising from XXX employment relationship with the School District.

6. XXX acknowledges that XXX waiver of rights under Minn. Stat. § 122A.40 is in consideration of the School District's offer of continued employment and willingness to forego the nonrenewal of XXX contract prior to July 1, 2025 and XXX acknowledges that there has been no coercion by the School District, its School Board, superintendent, administrators or any other person, and that this choice is made voluntarily.

7. XXX acknowledges that by executing this Agreement that there are no mutual covenants, promises, undertakings or understandings outside of this Agreement with regard to XXX probationary status, other than those specifically set forth herein.

8. The parties agree that nothing contained in this Agreement shall be deemed to establish a precedent or past practice and the parties waive any right to file a grievance related to or arising out of the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth above.

Dated: _____, 2025

_____
XXX XXX

Dated: _____, 2025

_____
President
Dakota County United Educators

Dated: _____, 2025

_____
Chair of the School Board
Independent School District No. 196
Rosemount, Minnesota

Dated: _____, 2025

_____
Clerk of the School Board
Independent School District No. 196
Rosemount, Minnesota

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Meeting Date: **08/11/2025** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Employment Agreement Additional FTE**

Presenter(s): **Joel Milteer** Title(s): **Director of Human Resources**

Background
The administration seeks to enter into separate employment agreements with two teachers who all have continuing contracts with the district. The agreements provide the employees with additional hours of paid time work (FTE) during the 2025-26 school year, in excess of their continuing contracts. Because the work may not be available in future years, the administration does not want to offer the additional FTE if the employees will gain continuing contract rights to the additional FTE pursuant to Minn. Stat. § 122A.40. The employees would like to provide the additional FTE of service during the 2025-26 school year, and are willing to waive continuing contract rights to the additional FTE. The agreements allow the district to obtain the additional service from the employees without making the additional hours of employment part of the employees' continuing contracts.

A template agreement is attached for the School Board's review. Substantially similar agreements were presented to the employees for their review and signature. The agreements were developed by the school district's general counsel. The employees and Dakota County United Educators have agreed to the terms of the agreements.

Alternatives
1. Do not approve the agreements.
2. Suggest changes to the agreements.

Recommendation
Approve the agreements as presented.

EMPLOYMENT AGREEMENT

WHEREAS, XXX XXX (hereinafter referred to as "XXX") is employed by Independent School District No. 196, Rosemount, Minnesota, (hereinafter referred to as "School District") as a XX Full Time Equivalent ("FTE') teacher; and

WHEREAS, XXX has earned continuing contract rights as a XX FTE teacher in the School District; and

WHEREAS, the School District has an additional FTE position for which XXX is licensed, but the position may only be available during all or portions of the 2025-26 school year; and

WHEREAS, the School District would like to offer XXX an additional XX FTE position on a temporary basis during all or portions of the 2025-26 school year, but does not want to offer the additional XX FTE if XXX will gain continuing contract rights as a XX FTE teacher in the School District pursuant to Minn. Stat. § 122A.40; and

WHEREAS, XXX would like to provide the additional XX FTE of teaching service during all or portions of the 2025-26 school year and is willing to waive any claim to continuing contract rights for the additional XX FTE; and

WHEREAS, XXX is a member of Dakota County United Educators (DCUE), the local exclusive representative for teachers in the School District; and

WHEREAS, the parties have been given the opportunity to consult with legal counsel and the exclusive representative and understand their rights and obligations under Minnesota Statute § 122A.40 and the teachers' collective bargaining agreement; and

WHEREAS, XXX understands that the intention of this Agreement is to waive any claim of continuing contract rights with respect to the additional XX FTE teaching position.

NOW THEREFORE, the School District, XXX and DCUE hereby agree as follows:

1. The parties to this Agreement have determined that it is in the best interests of XXX and the School District for XXX to provide an additional XXFTE of teaching during all or portions of the 2025-26 school year.

2. The School District agrees to employ XXX to provide the additional XX FTE of teaching service during all or portions of the 2025-26 school year. The additional XX FTE of employment will automatically expire at the end of the 2025-26 school year without further action of the School Board.

3. XXX voluntarily agrees that XXX has no continuing contract rights pursuant to Minnesota Statute § 122A.40 or any other law with respect to the additional XX FTE of employment with the School District and hereby waives any claim of continuing contract rights with respect to this employment.

4. XXX acknowledges that XXX waiver and relinquishment of rights under Minnesota Statute § 122A.40 and other relevant law is in consideration of the School District's agreement to employ XXX for an additional XX FTE for a limited period of time and XXX acknowledges that there has been no coercion by the School District, its School Board, superintendent, principals or any other person, and that this choice is made voluntarily.

5. XXX acknowledges that by executing this Agreement that there are no mutual covenants, promises, undertakings or understandings outside of this Agreement with regard to the additional XX FTE of service, other than those specifically set forth herein.

6. The parties agree that nothing contained in this Agreement shall be deemed to establish a precedent or past practice and the parties waive any right to file a grievance related to or arising out of the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth above.

Dated: _____, 2025

_____
XXX XXX

Dated: _____, 2025

_____
President
Dakota County United Educators

Dated: _____, 2025

_____
Chair of the School Board
Independent School District No. 196
Rosemount, Minnesota

Dated: _____, 2025

_____
Clerk of the School Board
Independent School District No. 196
Rosemount, Minnesota

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Meeting Date: **08/11/2025** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Amended Police Liaison Services Agreements with the City of Apple Valley**

Presenter(s): **Eric Hansen** Title(s): **Director of Secondary Education**

Background
At the September 23, 2024, School Board meeting, the Board approved the school district contracts with the cities of Apple Valley, Eagan, and Rosemount for the provision of police liaison services at the district's six middle schools and six high schools, including Silver Bell Learning Center. The district has worked with the City of Apple Valley to add Dakota Ridge to their coverage for the remainder of the contract.

The amendments are as follows:

1. The first sentence of the fifth paragraph whereas clause shall be revised by adding Dakota Ridge School to the list of participating schools.

2. The first sentence of numbered paragraph one (1) of the Original Agreement shall be revised to read "The City agrees to provide one or more state licensed police officer(s) to perform an average of 40 hours per week of SRO services divided among the School District's middle schools and an average of 40 hours per week of SRO services to Apple Valley High School and 40 hours per week of SRO services to Eastview High School and 40 hours per week of SRO services to Dakota Ridge School for the purpose of assisting in the establishment and coordination of a cooperative community approach among the School District's schools, students, parents, police and other community resources to address the needs of the students and community members. The SES shall also receive service on an as-needed basis."

3. The second sentence of numbered paragraph two (2) of the Original Agreement shall be revised to read "For the 2025 - 26 school year, the School District shall pay the City 55% of the total annual compensation the City owes for the three (3) police officers assigned to the School District as SROs at schools other than Dakota Ridge School and 60% of the total annual compensation the City owes for the one (1) police officer assigned to Dakota Ridge School as SRO."

Alternatives
Do not approve the amendment to the approved agreement with the City of Apple Valley.

Recommendation
Approve the amended agreement to include Dakota Ridge School.

AMENDMENT TO THE SCHOOL RESOURCE OFFICER (SRO) SERVICES AGREEMENT BETWEEN INDEPENDENT SCHOOL DISTRICT 196 ("SCHOOL DISTRICT") AND CITY OF APPLE VALLEY ("CITY")

WHEREAS, the School District and City entered into an agreement for school resource officer services with a term spanning the 2024-2025 and 2025-2026 school years ("Original Agreement"); and

WHEREAS, the parties wish to amend the Original Agreement in order to expand the police liaison services provided by the City to the School District.

NOW, THEREFORE, the parties hereto agree as follows:

1. To amend the Original Agreement between the parties by revising the following three paragraphs:

    a. The first sentence of the fifth whereas clause shall be revised by adding Dakota Ridge School to the list of participating schools.
    b. The first sentence of numbered paragraph one (1) of the Original Agreement shall be revised to read "The City agrees to provide one or more state licensed police officer(s) to perform an average of 40 hours per week of SRO services divided among the School District's middle schools and an average of 40 hours per week of SRO services to Apple Valley High School and 40 hours per week of SRO services to Eastview High School and 40 hours per week of SRO services to Dakota Ridge School for the purpose of assisting in the establishment and coordination of a cooperative community approach among the School District's schools, students, parents, police and other community resources to address the needs of the students and community members. The SES shall also receive service on an as-needed basis."
    c. The second sentence of numbered paragraph two (2) of the Original Agreement shall be revised to read "For the 2025 – 26 school year, the School District shall pay the City 55% of the total annual compensation the City owes for the three (3) police officers assigned to the School District as SROs at schools other than Dakota Ridge School and 60% of the total annual compensation the City owes for the one (1) police officer assigned to Dakota Ridge School as SRO."

2. Except as explicitly amended herein, the terms of the Original Agreement are expressly reaffirmed and remain in full force and effect, including all other portions of the three amended paragraphs not specifically changed herein.

3. The consideration for this Amendment is the mutual promises contained herein and the increased total compensation owed by School District under numbered paragraph two (2) of the Original Agreement as a result of the expanded service.

IN WITNESS WHEREOF, the undersigned parties hereby acknowledge that they have read and understand this Amendment to the School Resource Officer (SRO) Services Agreement and have executed this Amendment on the dates recorded below.

INDEPENDENT SCHOOL DISTRICT NO. 196:

_____

By: Cory Johnson
Its: Chairperson

_____

By: Sakawdin Mohamed
Its: Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this __ day of _____, 2025, before me a Notary Public within and for said County, personally appeared Cory Johnson and Sakawdin Mohamed, to me personally known, who each being duly sworn by me, did say that they are the Chairperson and Clerk of Independent School District No. 196 and that said instrument was signed and sealed on behalf of said School District by authority of the School Board and said Chairperson and Clerk acknowledged said instrument to be the free act and deed of the School District.

_____

Notary Public

CITY OF APPLE VALLEY:

By: Clint Hooppaw
Its: Mayor

By: Christina M. Scipioni
Its: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of June, 2025 before me a Notary Public within and for said County, Clint Hooppaw and Christina M. Scipioni personally appeared ~~MIKE MAGUIRE~~ and ~~ELIZABETH VANHOOSE~~ to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Clerk of the City of ~~Eagan,~~ Apple Valley the municipality named in the foregoing instrument, and that the seal affixed on behalf of said municipality by authority of its City Council and said Mayor and Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

JENAE S MARTHEY
Notary Public
State of Minnesota
My Commission Expires
January 31, 2028

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Meeting Date**: 08/11/2025** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Agreement for Student Teaching with Winona State University**

Presenter(s): **Joel Milteer** Title(s): **Director of Human Resources**

Background
In accordance with Administrative Regulation 404.2AR, Placement of Student Teachers and Interns, the School Board must approve student teacher agreements between the school district and the colleges and universities from which it receives student teachers. The attached agreement with Winona State University follows the district's student teacher contract guidelines.

Alternatives
1. Do not approve the agreement.
2. Suggest changes to the agreement.

Recommendation
Approve the agreements as presented.

AGREEMENT FOR STUDENT TEACHING EXPERIENCE

This Agreement is entered into between Winona State University ("School") and Independent School District 196, 3455 153rd Street West, Rosemount, Minnesota 55068-4946 ("ISD 196") (School and ISD 196 together, the "Parties"). This Agreement is based upon the Parties' common goal of education and the wish of the parties to facilitate a relationship for the purpose of providing clinical educational experiences at ISD 196 sites for School's students ("Student" or "Students").

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Responsibilities of the Parties

A. Joint Responsibilities

1. The School and ISD 196 will each identify a person or persons responsible for liaison during the course of this Agreement. The appointment of liaisons shall be subject to mutual approval of the parties.

2. The persons responsible for the liaison will jointly plan for:
   - Selection, assignment and orientation of Students;
   - Periodic review and preparation of objectives for the clinical experience program ("program"); and
   - Evaluation of Student performance in the program.

   Although the persons responsible for liaison will jointly plan for selection and assignment of Students, ISD 196 has final authority to determine whether a Student may participate in the program and the ISD 196 site(s) to which a Student is assigned.

   ISD 196 shall be under no obligation to accept a Student under this Agreement.

3. The School has authority to withdraw, suspend or terminate a Student from the program for academic deficiencies, behavioral violations or other sufficient reason subject to certain procedures afforded to a Student. ISD 196 may unilaterally suspend or terminate a Student's participation in the program at ISD 196 site(s) for behavioral or other conduct that, in its good faith judgment, causes a Student to be unfit for the placement. The ISD 196 liaison will consult the School liaison before suspending or terminating a Student's participation, except where consultation is not reasonably possible under the circumstances.

4. Students are participants in an educational program, and for purposes of this Agreement, shall not be considered an employee of either the ISD 196 or the School except as provided in Minn. Stat. § 122A.69. Students shall not be

entitled or eligible to participate in any benefits or privileges given or extended to employees of ISD 196 or the School except as provided in Minn. Stat. § 122A.69.

B. The School's Responsibilities

1. The School shall assume overall responsibility for the general educational experience of Students assigned to ISD 196 sites. That responsibility includes the following:
   - Determination of educational goals for Students;
   - Establishing prerequisite criteria for placement of Students at ISD 196 which shall include a requirement that Students are in an approved teacher preparation program;
   - Determination of completion of the assignment;
   - Supervision and evaluation as coordinated by the liaisons; and
   - Final evaluation of Student performance.

   Notwithstanding the School's responsibility to determine educational goals for the program, ISD 196 has full authority to prohibit the implementation of any goal that is not compatible with ISD 196 programs and practices or its professional responsibilities to ISD 196 pupils.

2. The School is responsible for communicating the program requirements and clinical experience expectations to Students.

3. ISD 196 requires Students to undergo criminal/maltreatment background studies pursuant to Minn. Stat. § 123B.03 and Minn. Stat. § 299C.60 *et. seq.* as a prerequisite to participation in the program. The School must reimburse ISD 196 for the actual cost of the background study, although it may pass the cost to an individual Student. Participating Students must complete ISD 196's background study consent form and submit to a background study performed by ISD 196 or its agent.

4. The School certifies that its Students have been instructed on the confidentiality of information related to pupils.

5. The School shall pay an honorarium or stipend for the placement of its Students in the amount of ($_200.00 per 16-week placement___) per Student.

C. ISD 196 Responsibilities

1. ISD 196 shall assume full responsibility for the care and welfare of its pupils. It is understood that individual pupil care and education is not controlled, supervised, or paid for by the School.

2. ISD 196 agrees to provide educational opportunities for Students in ISD 196 sites. In this regard, ISD 196 will provide the equipment, facilities, supplies and services necessary to meet the objectives of the program. Licensed, full-time, continuing contract ISD 196 Teachers will supervise Students, and such employees will have full authority to restrict and set limits upon the conduct and actions of Students participating in the program. Supervising Teachers shall not be in the performance improvement process under Minn. Stat. § 122A.40, subd. 8.

3. ISD 196 agrees that it will not replace any of its employees nor fill any vacancies normally filled by an employee with a Student assigned under this Agreement. Students shall not act as a substitute educational service providers.

4. ISD 196 agrees to provide the School with a current copy of its regulation with regard to Placement of Student Teachers and Interns. A copy is attached as Appendix A.

5. ISD 196 may provide Students with an introductory orientation to ISD 196 if determined to be necessary by ISD 196. Students will be required to adhere to the internal policies, regulations and procedures of ISD 196 and ISD 196 will communicate relevant policies, regulations and procedures to Students as appropriate and necessary, including ISD 196's regulation on student bullying.

II. Term

This Agreement shall be effective July 1, 2025 and shall remain in effect until June 30, 2028. It may be terminated as provided by this Agreement.

III. Insurance and Liability

A. **Liability.** Each party agrees to be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. School's liability shall be governed by the Minnesota Tort Claims Act, Minn. Statutes 3.376 and other applicable laws. ISD 196's liability shall be governed by the Minn. Statutes Chapter 466 and other applicable laws.

B. **Insurance.** Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.

i. Commercial General Liability Insurance

The School will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subd. 4, with limits not less than $500,000 per person and $1,500,000 per occurrence for bodily injury and property damage.

ISD 196 will maintain Commercial General Liability insurance with limits not less than $2,000,000 per occurrence and $2,000,000 annual aggregate for bodily injury and property damage.

ii. Professional Liability Insurance

The School will maintain Professional Liability insurance for participating students (and faculty, if applicable) or cause any student participating in the program to maintain Professional Liability insurance, with limits not less than $2,000,000 each claim and $3,000,000 aggregate.

ISD 196 will maintain Professional Liability insurance covering itself and its employees, agents or assigns with limits not less than $2,000,000 each claim and $3,000,000 aggregate.

If insurance covered by claims-made policies is discontinued, then extended reporting period coverage must be obtained and evidence of such coverage shall be provided to the other party.

iii. Additional Conditions:

An Umbrella or Excess Liability insurance policy may be used to supplement the ISD 196's policy limits to satisfy the full policy limits required by the Agreement.

Each party shall provide the other party upon request certificates of insurance or self-insurance evidencing the required coverage.

If ISD 196 receives a cancellation notice from an insurance carrier affording coverage herein, ISD 196 agrees to notify the School within five (5) business days with a copy of the cancellation notice, unless ISD 196's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days' advance written notice to the School.

Each party, at its sole expense, shall provide and maintain Workers' Compensation insurance as such party may be required to obtain by law. The School and ISD 196 are self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the respective parties, not to students unless otherwise required by law.

IV. Data Privacy

The School agrees that the School and all Students participating in the program will comply with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Federal Educational Rights and Privacy Act (FERPA), 20 USC 1232g with respect to data related to this Agreement. This provision includes the educational data of pupils in ISD 196 to the extent that the implementation of this Agreement requires Students or the School to have access to such data.

Students will be required to sign an authorization to allow the School and ISD 196 to exchange information about individual Student participation and performance in the program. An authorization is attached as Appendix B.

V. Termination

This Agreement may be terminated by either party at any time upon providing thirty (30) days written notice. ISD 196 may also reject a Student that the School has proposed for participation in the program and may also immediately terminate a Student's participation in the program as provided in section I.A.3 of this Agreement.

VI. Compliance with Applicable Laws

The parties warrant that they will comply with all applicable federal, state and local laws. If any portion of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected and the rights and obligations of the parties under this Agreement shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. Minnesota law shall be used to construe and interpret this Agreement, without giving effect to the principles of conflict of laws. All court proceedings related to this Agreement shall be venued in the State of Minnesota, County of Dakota and each of the parties irrevocably submits to the exclusive jurisdiction of said court and waives any objection to venue or convenience of forum and agrees not to bring any proceeding related to this Agreement in any other jurisdiction.

VII. Non-Discrimination

Neither the School nor ISD 196 shall discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, membership or activity in a local human rights commission, disability, sexual orientation, gender identity, age, genetic information or veteran status.

VIII. State Audit

The books, records, documents, and accounting procedures and practices of the parties that are relevant to this Agreement or transaction are subject to examination by the School and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years.

IX. Costs

It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the program, except as expressly provided in this Agreement. The parties specifically agree that Students participating in the program is

not entitled to or eligible for compensation of any kind as a result of their participation in the program.

X. Notices

Notices shall be sent to the appropriate party:

TO: Winona State University	**TO: ISD 196**
Attn: Scott Sorvaag	Attn: Joel Milteer, Director of Human Resources
Title Dean of College of Education	3455 153rd Street West
Address 175 W Mark St., Winona, MN 55987	Rosemount, MN 55068
Email Scott.sorvaag@winona.edu	Joel.Milteer@district196.org
Phone	651-423-7759

XI. Successors

All covenants, stipulations and promises in this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. The School does not have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of ISD 196. Any prohibited assignment will be null and void.

XII. Governing Law

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

XIII. 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.

XIV. Amendments

This Agreement 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 V, Termination.

XV. Entire Agreement

This Agreement, including any appendices attached hereto and made a part hereof, constitutes and expresses the entire agreement and understanding between the parties relative to the services. This Agreement supersedes all other prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto execute this agreement as follows:

Winona State University

Date: August 5, 2025 By: 

Scott Sorvaag
Dean of the College of Education

Independent School District No. 196

Date:_____ By:_____

Cory Johnson
Chairperson of the School Board

Date:_____ By:_____

Sakawdin Mohamed
Clerk of the School Board

APPENDIX A
INDEPENDENT SCHOOL DISTRICT 196
Rosemount-Apple Valley-Eagan Public Schools
Educating our students to reach their full potential

Series Number **404.2AR** Adopted **December 1977** Revised **October 2023**

Title **Placement of Student Teachers and Interns**

1. **Definitions**

1.1 A student teacher is someone who is enrolled in an approved teacher preparation program and seeks to obtain classroom teaching experience as part of a university/college requirement for their teaching degree.

1.2 An intern is someone who has made substantial progress toward a degree in the education field such as a school counselor, school social worker or school psychologist and seeks to obtain practical experience as part of a university or college requirement for their degree or licensure program.

An intern also includes someone who has made substantial progress toward a degree in a field that provides support to students and school districts and requires practical experience for their degree or licensure program. Examples include, but are not limited to, nursing, food and nutrition, human resources, finance and technology.

Current employees who seek intern experiences within the district may not be covered by this regulation. Supervising administrators will make arrangements for such internship experiences on a case-by-case basis based on building, district and employee needs.

1.3 Cooperating employees include the teacher or other district employee who will be directly supervising the student teacher or intern.

2. P**rocess for placement of student teachers and interns**:

2.1 Placement discussions should be between the college or university and the cooperating employee and their supervisor.

2.2 When colleges or universities express interest in entering into an agreement for the placement of student teachers or interns, the college or university will be sent a copy of:

2.2.1 Administrative Regulation 404.2AR, Placement of Student Teachers and Interns;

2.2.2 A list of district schools, principals and directors (including mailing addresses and phone numbers); and

2.2.3 An agreement to be executed by the parties.

2.3 The principal or appropriate supervisor will provide notice of the student teacher or intern to his or her director and to the Director of Human Resources. Student teacher placement must be with a cooperating licensed teacher who has at least three years of teaching experience and is not in the improvement process.

2.4 The director of elementary, secondary or special education (as appropriate) may be contacted regarding problems and issues concerning student teacher or intern placements.

2.5 All student teachers and interns will receive an orientation conducted by the Human Resources Department unless school district administration, at its discretion, determines that such an orientation is not necessary due to the length of the placement.

3. **Honorariums or stipends** - The college or university may provide an honorarium or stipend to the cooperating employee. The honorarium or stipend may be paid directly to the cooperating employee or may be paid to District 196, to be added to the cooperating employee's salary by the district subject to withholding. The college or university shall provide documentation to the district of the amount of the honorarium or stipend, the name of the student teacher or intern and the name of the cooperating employee to receive the honorarium or stipend.

4. **Supervision of a student teacher or intern** – Students teachers or interns will be supervised by a fully qualified and full-time tenured teacher or supervisor with at least three years of experience and who are not in the improvement process.

5. **Criminal background check** - All student teachers and interns will undergo a criminal background check in accordance with District 196 policy unless school district administration, at its discretion, determines that a criminal background check is not necessary due to the length of the placement or the lack of direct contact with students of District 196.

6. **The School Board must approve all agreements** with colleges and universities attempting to place student teachers or interns in District 196.

References: - Minnesota Statute 122A.69, Practice or Student Teachers

APPENDIX B

AUTHORIZATION FOR THE EXCHANGE OF INFORMATION

I authorize employees and agents of my school, and employees and agents of Independent School District 196 ("ISD 196"), 3455 153rd Street West, Rosemount, MN 55068-4946 to exchange information regarding my participation and performance in the student teaching program. The purpose of this exchange of information is to allow the School and ISD 196 to plan for my participation in the student teacher program and to discuss issues relative to my placement and performance in the program. I agree that this authorization is willing and voluntary. I understand that this authorization automatically expires upon my completion of the program unless I revoke it prior to my completion of the program. I understand that if I revoke this authorization before my completion of the program, I may no longer be eligible to participate in the program.

Date: _____ _____

Student's Name

Rosemount • Apple Valley • Eagan
Public Schools

Educating, developing, and inspiring our students for lifelong success.

Meeting Date: **08/11/2025** Place on Agenda: **Reports** Action Requested: **None**

Topic: **Assessment Updates**

Presenter(s): **Rachel Hughes** Title(s): **Director of Instruction & Achievement**

Background
Over the past two years, the Research, Assessment and Analytics (RAA) department has led the redesign of District 196's assessment model to reduce testing time, eliminate redundancies, and better align with district priorities, including MnMTSS. By streamlining assessments and introducing tools like FastBridge, the district has cut local testing time to under eight hours annually, well below the state maximum. This work, informed by training through the Minnesota Data and Assessment Literacy (MnDAL) professional development course, ensures the model supports instruction, identifies inequities, and enhances resource efficiency. The RAA department emphasizes the importance of educators understanding different types of assessments and using that knowledge to make timely, data-informed decisions that improve student outcomes.

The revised assessment model offers district-wide consistency through aligned tools, assessment windows, and training. Universal screeners like FastBridge are now used from grades K–10, and all assessments are administered digitally, when possible, to maximize efficiency and access. Digital delivery not only accelerates reporting and response time but also ensures equitable access through built-in supports. At both the elementary and secondary levels, the model emphasizes formative assessment practices, with summative testing - like the MCA, ACT, and AP exams - integrated into the broader instructional system. The full assessment cycle now supports instructional planning at every tier, from universal screening to diagnostics and intervention planning, ensuring data is used purposefully across the district.

Recommendation
This report is for information only and does not require Board action.

Assessment Update

August 2025

DISTRICT196

One District. Infinite Possibilities.



STRATEGIC ROADMAP



DISTRICT 196

STRATEGIC ROADMAP

ADOPTED JUNE 26, 2023

MISSION

OUR CORE PURPOSE WITH DISTINCTION

Educating, developing, and inspiring our students for lifelong success.

VISION

WHAT WE INTEND TO CREATE

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Lifelong Learning	Inspire a love of learning for all ages.

STRATEGIC PRIORITIES

FOCUS OF OUR CONTINUOUS IMPROVEMENT

Wellbeing	Increasing capacities, skills, structures, and experiences in social-emotional wellbeing.
Achievement	Strengthening and aligning curriculum and instructional practices across all classrooms to improve student outcomes and staff efficacy.
Equity	Supporting equity as a core competency through practices, structures, beliefs, resources and staffing.
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Collaboration • Community • Lifelong Learning

STRATEGIC PRIORITIES

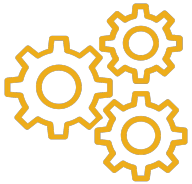
Wellbeing • **Achievement** • **Equity** • **Resources**

Assessment Review

Research, Assessment & Analytics Department completed the Minnesota Data & Assessment Literacy (MnDAL) through MDE



Articulates the different assessment types and their uses



Create a structured assessment model to reduce test redundancy and prevent data gaps



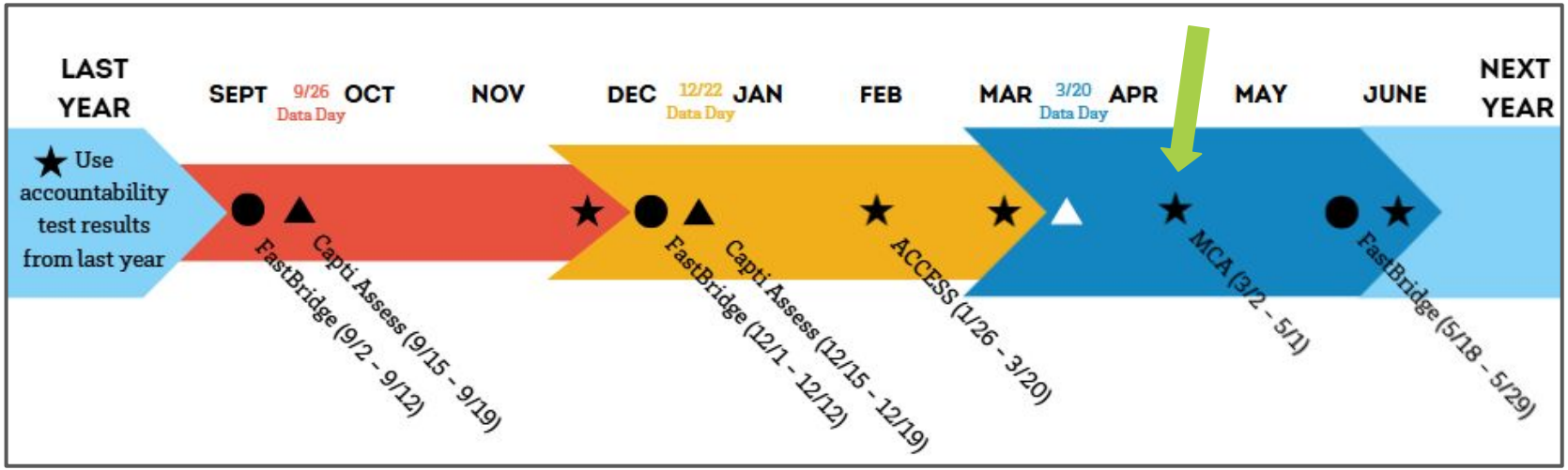
Align the data system to support system wide MnMTSS implementation

Structured Assessment Model

- Reduced testing time
  - Local assessments do not exceed 8 hours
  - Efficient, evidence-based universal screening tool (FastBridge)
- Aligned testing model
  - Consistent experience for students, families, and staff
  - Data Analysis days aligned with assessment cycles
- Digital assessments
  - Maximize use of student devices
  - Faster results to teachers to use

Structured Assessment Model

Elementary and Middle Schools



Universal Screener

Diagnostic

Outcome Assessment

Structured Assessment Model

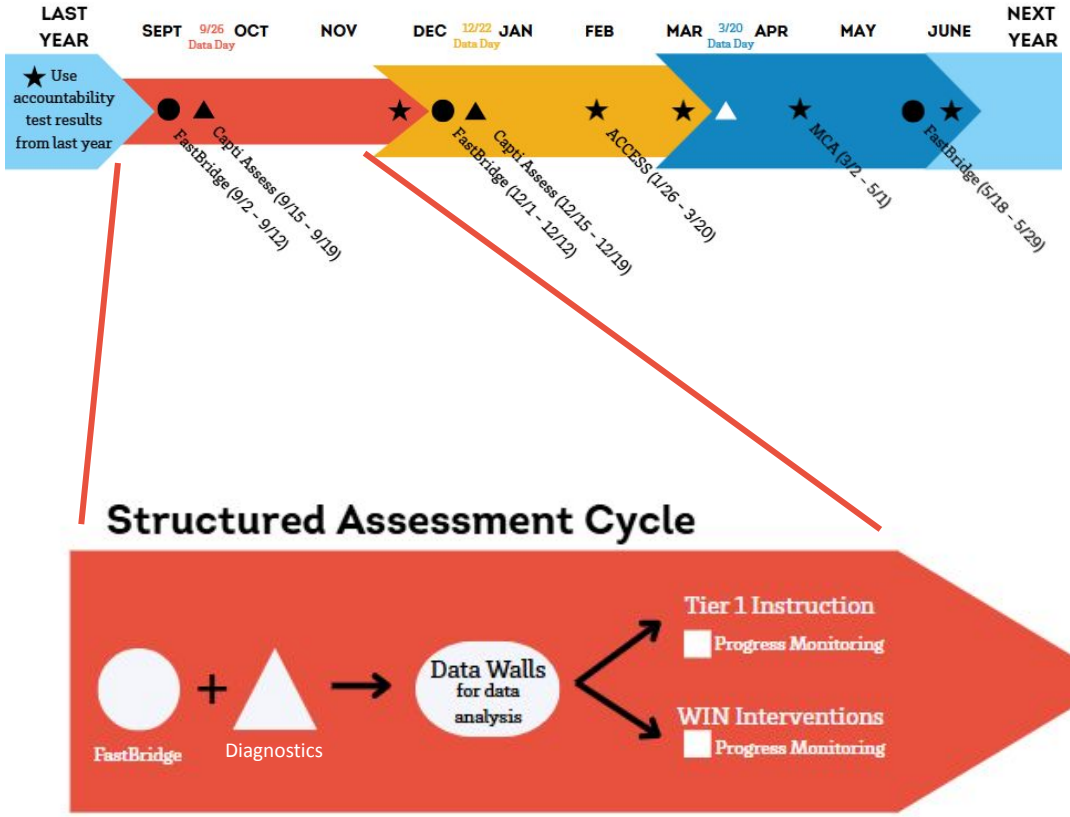
High Schools

All students

- MCAs (Reading - grade 10, Math - grade 11, Science - in Biology)
- PreACT - grade 10
- ACT - grade 11

Optional assessments

- Bilingual Seals
- AP Exams



Universal screeners efficiently evaluate the effectiveness of instructional practices and identify students who may be at risk.

Diagnostics identify specific areas of need so educators can tailor instruction & intervention.



QUESTIONS?

Rosemount • Apple Valley • Eagan
Public Schools

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Meeting Date: **08/11/2025** Place on Agenda: **Report** Action Requested: **None**

Topic: **Advanced Placement (AP) Testing Update**

Presenter(s): **Eric Hansen**
Todd Beach

Title(s): **Director of Secondary Education**
Social Studies Lead Teacher

Background
This report provides information on Advanced Placement (AP) exam participation and performance, including a notable milestone: the first cohort of ninth-grade students participating in AP World History exams. This addition reflects our continued commitment to academic rigor and equitable access to college-level coursework.

Recommendation
This is an informational report, and no Board action is required at this time.

Advanced Placement (AP) Results

Eric Hansen

Director of Secondary Education

Todd Beach

Teacher & Social Studies Lead

August 11, 2025

DISTRICT196

One District. Infinite Possibilities.



Presentation Goals

Information and Implications



1. What is ‘AP” and how does it align to our Strategic Roadmap?
2. What is the impact of AP on student achievement?
3. Who has these opportunities in District 196?
4. What is new and relevant that we need to know?
5. What are the implications of this information?

STRATEGIC ROADMAP



DISTRICT 196

STRATEGIC ROADMAP

ADOPTED JUNE 26, 2023

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Collaboration • Community • Lifelong Learning

STRATEGIC PRIORITIES

Wellbeing • **Achievement** • **Equity** • **Resources**

What is AP?

Advanced Placement from College Board



- College Board AP started **1955**
- **Pursue college-level studies**
- Opportunity to **earn college credit**
- More **District 196 students** from more **diverse backgrounds** are succeeding in AP courses.

BY THE NUMBERS

2025 AP in District 196

28
SUBJECTS OFFERED IN 196

2,872
STUDENTS in an AP COURSE

5,556
EXAMS TAKEN IN 2025

83%
PASS RATE DISTRICT 196

VISION: Engaging students with opportunities in academics, arts and athletics.

Who Can Take AP Courses?

No Barriers to Registration



- **All students** (grades 9-12) may register for **AP**
- Information about AP courses is included in high school registration materials

College Readiness & Completion

Evidence-based



There is significant evidence that **participation** in **AP courses** strongly **correlates** with student achievement, college readiness, and college completion.

Source: Peer-reviewed research conducted with the University of Texas and the U.S. Department of Education (2006).

Impact of AP

Student Achievement



Students who take **AP courses** in high school are more likely to graduate from college **within four years** and earn **higher college GPAs** than peers who did not take AP courses.

Source: Hargrove and Dodd, 2007
University of Texas

Course Rigor Matters

Preparing for Success



The **rigor** of high school coursework is **more important** than parent education, family income, or race/ethnicity in predicting post-secondary success.

Source: Adelman (1999, 2006)

Passing AP Exams Correlates with Higher ACT/SAT Scores



Students who **take and pass AP exams** earn **higher ACT** and **SAT scores** than peers who did not pass the exam.

Source: Warne, R. T., Larsen, R., Anderson, B., & Odasso, A. J. (2015). The Impact of Participation in the Advanced Placement Program on Students' College Admissions Test Scores. *The Journal of Educational Research*, 108:5

Top 5 Factors In College Admissions

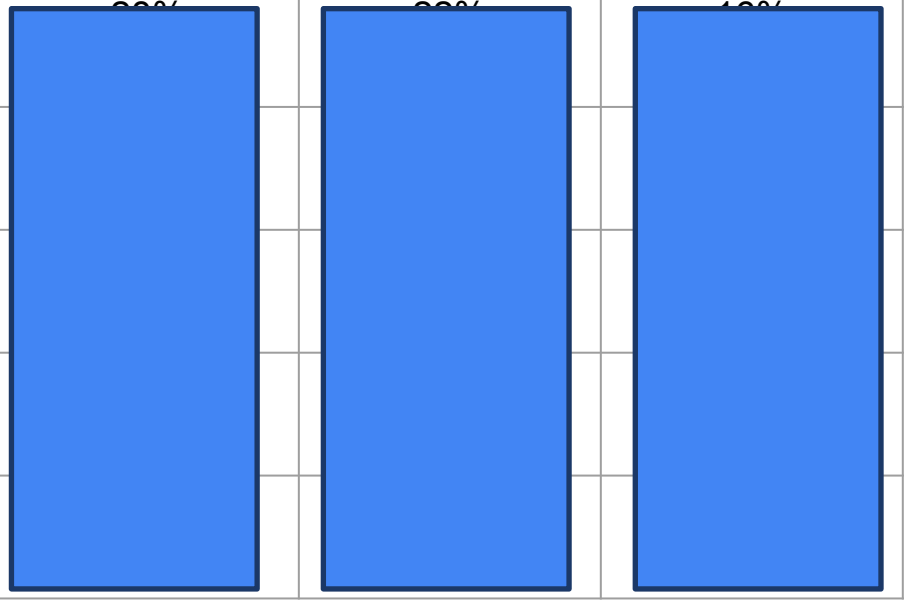
1. Academic Performance and Course Rigor: **College-preparatory**
2. Test Scores (ACT/SAT): **Strong test scores** still play a role
3. Extracurricular Involvement and **Leadership**
4. Personal Essays and Student Voice: A **student's story, identity, resilience, and perspective**.
5. Letters of Recommendation: Highlight a student's academic potential, character, and growth—strong **relationships and personalized letters.**

Sources: based on data from the National Association for College Admission Counseling (NACAC) 2023**,** *Inside Higher Ed*, "Test-Optional Admissions: What the Data Shows" (2022), *Harvard Graduate School of Education*, "Turning the Tide" Report (2016), and *Common App Annual Report* (2023).

Impact of AP on College Completion

Comparisons among students with the same abilities and backgrounds (e.g., test scores, family income, poverty index)

Student Group	**AP Exam** Scores of 3, 4, 5	**AP Exam** Scores of 1 & 2	Took **AP Course** but **not the exam**
African American			
Hispanic			
White			
Low Income			
Non low income			



5-Year College Graduation Rates

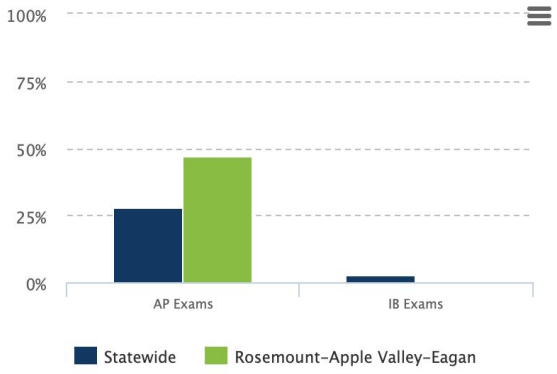
Source: Chrys Dougherty, Lynn Mellor, and Shuling Jian. The Relationship Between Advanced Placement and College Graduation (National Center for Educational Accountability, 2015)

Opportunities in 196

Rosemount-Apple Valley-Eagan (019601)
High School Graduation Year: 2023 **Demographics:** All Students

Rigorous Course Enrollment

Rigorous Course Exams

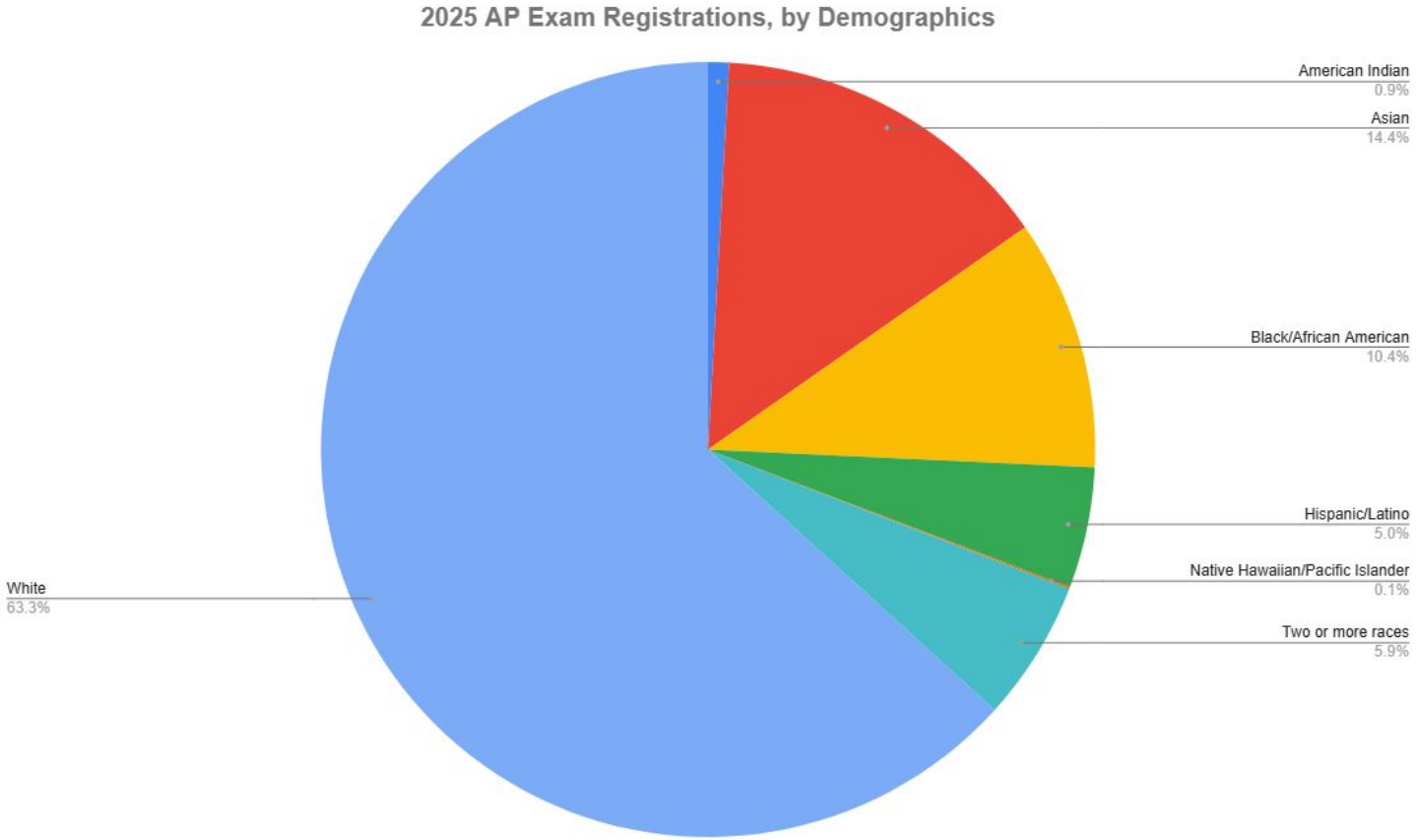


	Exams	Number of Students In Program	Number of Students Graduated	Percent Participating
Statewide	AP	17,380	62,275	28%
	IB	2,135	62,275	3%
Rosemount-Apple Valley-	AP	1,054	2,232	47%
	IB	CTSTR	2,232	%

47%

of District 196 students take an AP Course during high school

AP Registrations Representative of Student Body



New in 2024: AP World History 9

District 196

- World History (on-level) and **AP World History** (advanced) offered in 9th grade for the **first time** during the 2024–2025 school year.

- **The Course:** AP World History content is c.1200 to the present-day. Highly focused on **historical thinking** and **reasoning skills**.

- **The Exam Format**:
  - 55 Multiple-Choice Questions | 55 minutes | 40% of exam score
  - 3 Short-Answer Questions | 40 minutes | 20% of exam score
  - 1 Document-Based Question | 60 minutes | 25% of exam score
  - 1 Long-Essay Question | 40 minutes | 15% of exam score

Challenges and Opportunities

District 196



First time

AP enrolled 9th graders in District 196



Resistance

due to the unknowns



Globally only **11%** of 9th gr. take the AP World exam



Impact of taking AP in the **future**

Course Preparation

6-12 Focus on Skill Development



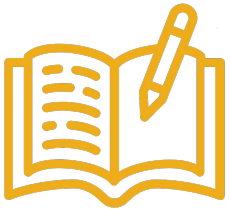
6-12 Focus on **Disciplinary Literacies** in Social Studies



On-going **Professional Learning** with teachers



Dialogue and Decisions about **Course Sequencing**



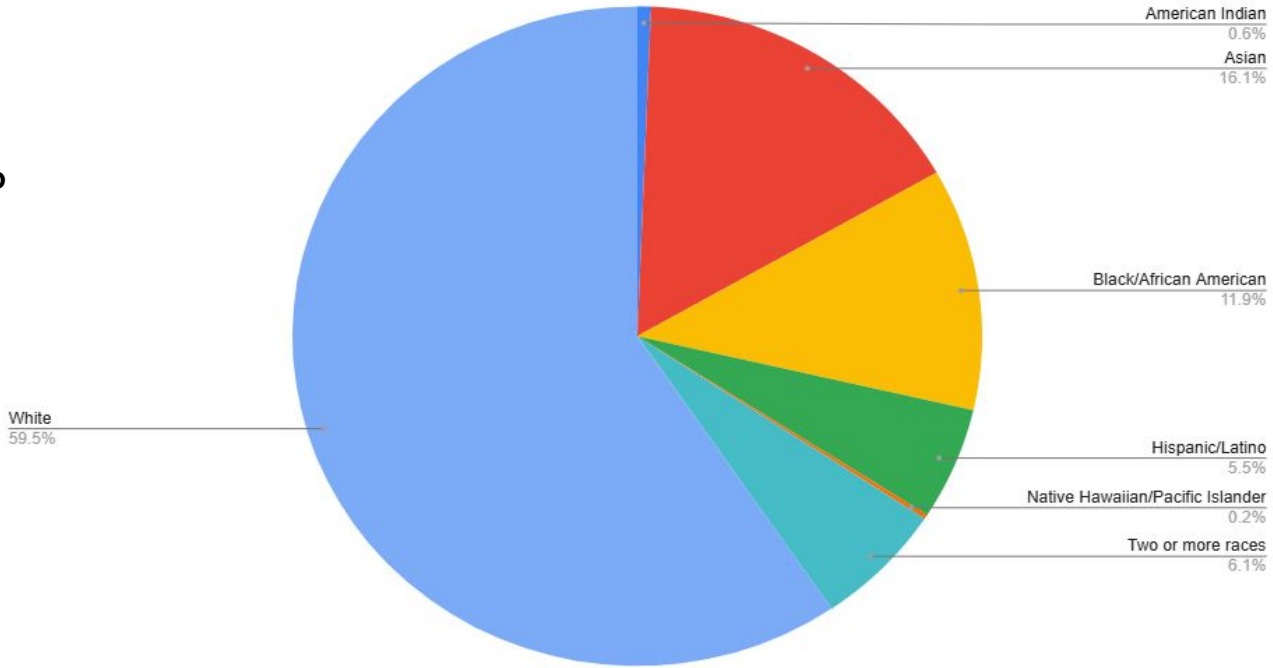
Communication with students and community

AP World History 9

Cohort Information

Grade 9 AP World History

Breakdown of 9th graders who took the AP World Exam in District 196.



Exam Results Grade 9

AP World History Exam 2025



EDUCATE. DEVELOP. INSPIRE.

Key Takeaways

- **Results worth celebrating!** Eager learners had the opportunity to challenge themselves in a rigorous college-level course, and they rose to meet that challenge.
- Our **teachers** were incredibly thoughtful in meeting students where they were; worked with deep **care and commitment** to build their **reasoning and thinking** skills in preparation for this exam.
- Reflects the **dedication** of stakeholders, and opens the door to continued growth for our students, schools and community.



QUESTIONS?

Rosemount • Apple Valley • Eagan
Public Schools

Educating, developing, and inspiring our students for lifelong success.

Meeting Date: **08/11/2025** Place on Agenda: **Reports** Action Requested: **None**

Topic: **Opening of Elementary #20: Emerald Trail Elementary School**

Presenter(s): **Jeremy Sorenson**
Chad Ryburn

Title(s): **Director of Elementary Education**
Principal of Emerald Trail

Background
On September 2, 2025, Emerald Trail Elementary School will welcome its first students into District 196's newest elementary school. In this report, Director Jeremy Sorenson and Principal Chad Ryburn will review the four-year process to reach this momentous occasion.

The new building started with a facilities study steering committee in 2021. That group determined the district had three needs:

- Addressing rapid growth in the southern portion of the district;
- Enhancing safety and security;
- Providing consistent learning experiences for all students across the district.

In January 2023, the School Board called for a referendum, and voters approved that referendum in May 2023 with 69% support.

Replicating East Lake Elementary design, the project moved forward, saving time and cost in the design phase. Construction started in 2024 for the anticipated 18-month construction project.

This report will provide an overview of construction, naming, branding, staffing, and equipping this modern and sustainable school.

Recommendation
This report is for informational purposes only; no action is required.

Emerald Trail Elementary

Jeremy Sorenson,

Director of Elementary Education

Chad Ryburn, *Principal*

August 11, 2025

DISTRICT196

One District. Infinite Possibilities.



STRATEGIC ROADMAP



DISTRICT 196

STRATEGIC ROADMAP

ADOPTED JUNE 26, 2023

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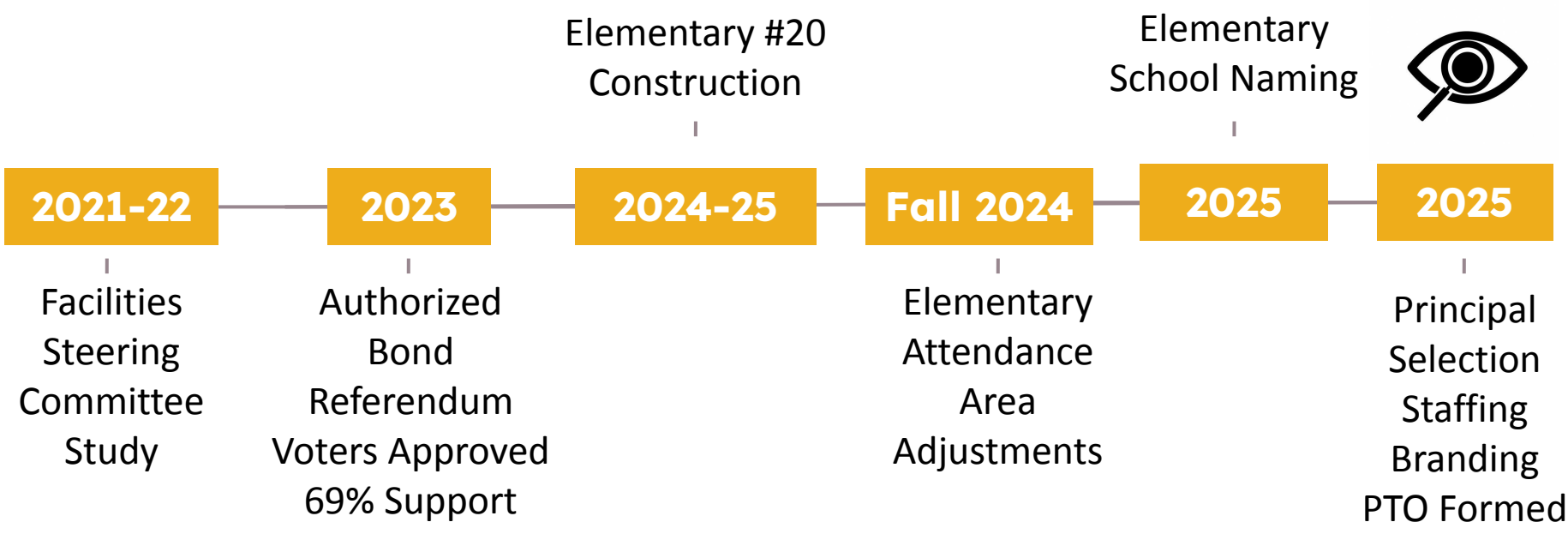
STRATEGIC PRIORITIES

Wellbeing • Achievement • Equity • **Resources**

A Four-Year Journey

Planning Process



Introducing Emerald Trail Elementary

Chad Ryburn | August 11, 2025





Building from the ground up

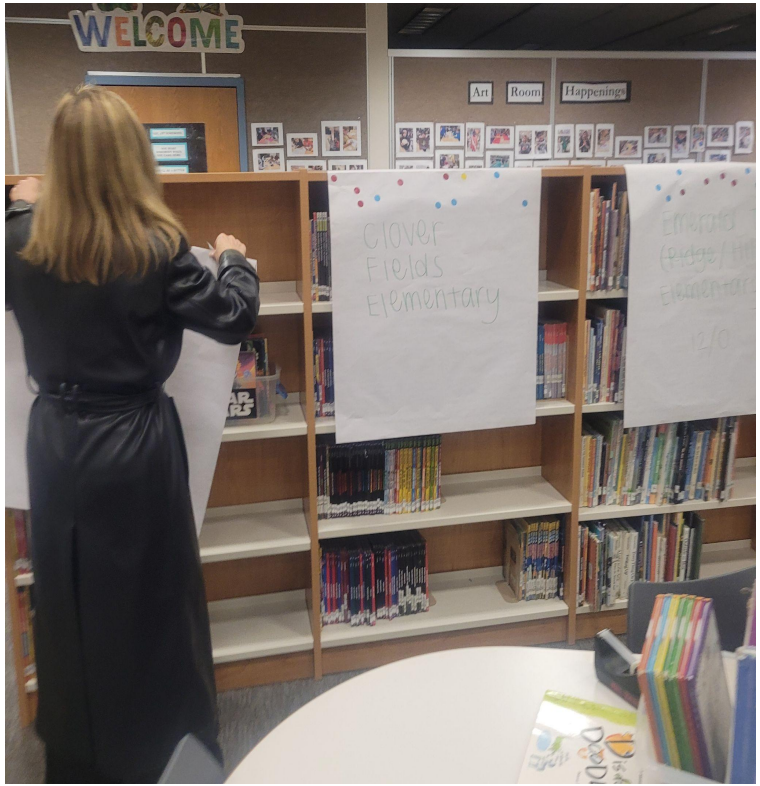
Replica of East Lake

Wold Architects

Knutson Construction

Project Began: May 2024





Naming the Trail together

More than 600 names were submitted

Committee process to narrow to two names

Unanimous vote selected **Emerald Trail Elementary**

Emerald Trail Elementary

BRAND STYLE GUIDE

LOGO



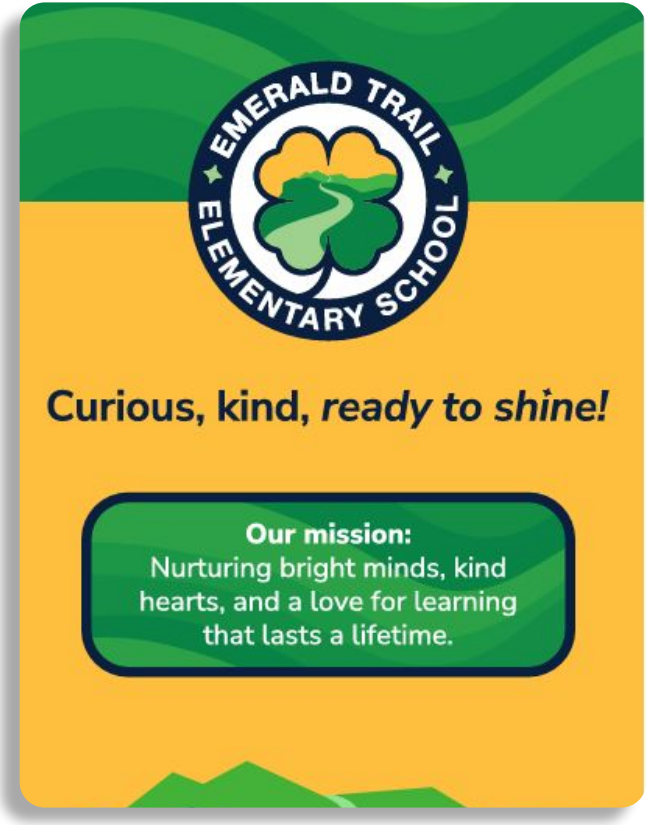
SYMBOL



MASCOT



Curious, kind, *ready to shine!*



Our mission

Nurturing bright minds, kind hearts, and a love for learning that lasts a lifetime.

We **SHINE** at Emerald Trail

Emerald Trail School Matrix

Non Classroom Area Expectations

Location	Hallway	Bathroom	Cafeteria	Playground
Voice Level	0-1	0-1	2	
Kind	Quiet and friendly greetings to others • Smile and wave Calm body • Walk quietly (feet, voice, etc.)	Give others privacy • One person per stall Wait your turn patiently	Include others • Invite others in class to sit by you • Include others in conversation Wait your turn patiently and use manners • Say please and thank you • Stay in your spot in line	Include others and take turns • Invite others to join in • Respect boundaries Use kind language • Solve problems calmly • Be a good sport • Positive attitude
Responsible	Go straight to destination • Avoid distractions Clean up after yourself and others	Keep area clean • Use appropriate amount of toilet paper • Flush toilet • Keep water in sink • Throw away paper towels Use bathroom and go back to class	Clean up after yourself and others • Clean tables and floors • Throw away trash • Put things in correct place Follow adult directions and focus on eating	Clean up after yourself and others • Put things away before moving on • Clean up equiptment at end of time
Safe	Hands and bodies to self Give space to others and stay on the right side • One stair at a time • Stay in line	Feet on the floor • Walking feet Wash hands with soap and water • Keep water in sink	Walking feet and calm body Stay in seat and ask for help • Sit down • Raise hand before leaving seat • Wait to be dismissed	Use equipment appropriately • Go down slides • Sit on swings Be aware of your surroundings • Eyes facing forward



Key features of the facility

Intentional design

Natural light

Collaborative learning spaces

Inclusive and secure

440 Geothermal wells

Designed with sustainability in mind

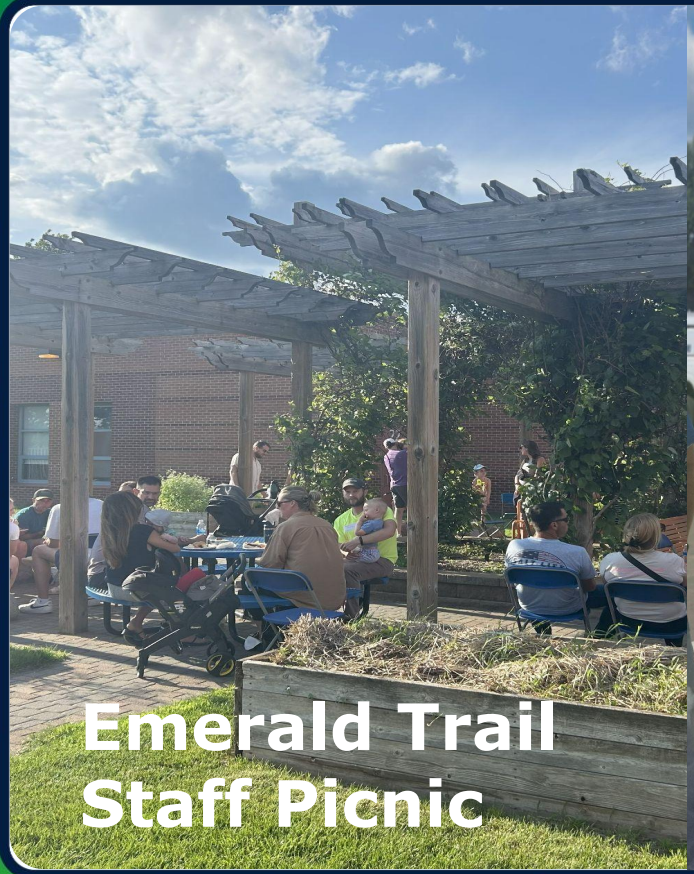


Building community

Staff bonding

Community events

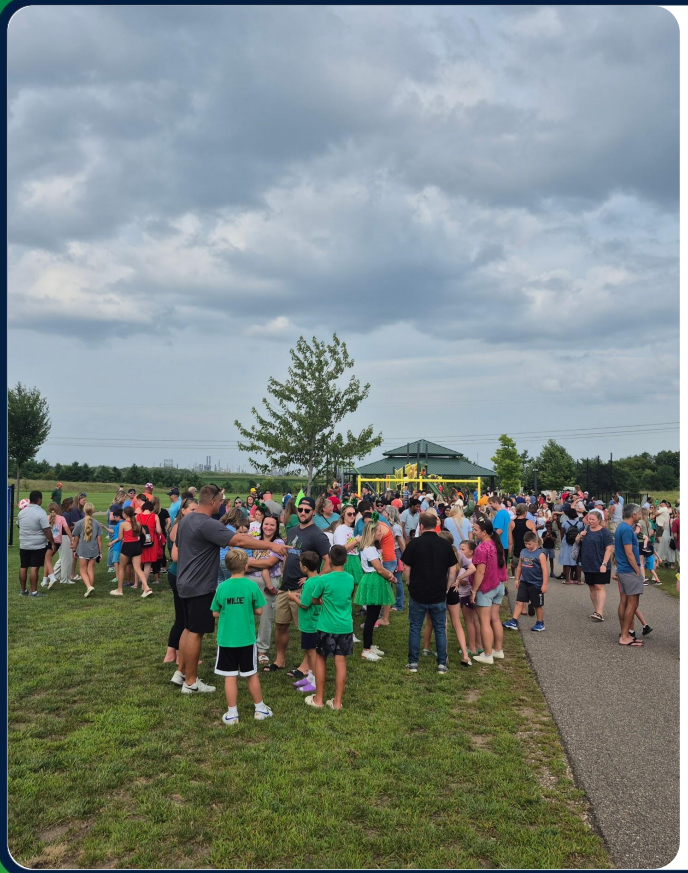
The foundation for a connected school culture



Emerald Trail
Staff Picnic



Knutson
Construction
Appreciation BBQ



PTO “Meet and Greet”





Enrollment and staffing

Enrollment: 640 (7/31/25)

Early Childhood 26

Licensed staff: 53

Support staff: 23

Emerald Trail Student Demographics

2%	American Indian
6%	Asian
21%	Black/African American
6%	Hispanic/Latino
8%	Two or more races
57%	White, not of Hispanic origin
9%	English Learner
13%	Special Education
25%	Educational Benefits



Looking Ahead to Day One

Ribbon-Cutting Ceremony:
8 a.m. Wednesday, Aug. 20

Dedication Ceremony and Open House:
Thursday, Sept. 25

Open House: 4 - 5:30 p.m.

EMERALD TRAIL ELEMENTARY SCHOOL

FROM: ME NOW

TIME CAPSULE
Established in 2025
Open in 2075





Emerald Trail Staff 2025



Gratitude

District 196 Voters

Parents and Community

Board & District Leaders

Construction Partners

Rosemount • Apple Valley • Eagan
Public Schools

Educating our students to reach their full potential

Meeting Date: **08/11/2025** Place on Agenda: **Old Business** Action Requested: **Approve**

Topic: **Resolution Calling for a Referendum to Renew the 2015 Capital Projects Technology Levy**

Presenter(s): **Michael Bolsoni** Title(s): **Superintendent**

Background
In 2015, District 196 voters approved a Capital Projects Technology Levy to provide dedicated funding for instructional technology. A referendum is required in November 2025 to renew the funding. Without voter approval, the levy will expire at the end of this year, and the district will face at least $9.1 million in future budget cuts. The renewal of the technology levy was included in the FY2026 Preliminary Budget, which the Board approved on June 23, 2025.

Needs
Over the last 10 years, technology has changed and grown exponentially. It is an essential tool in learning, everyday life, and every industry, profession, and future career for students.

In recent years, curriculum resources and digital materials have increased budget expenditures by more than $5.2 million, due to annual digital subscriptions that accompany textbook purchases, digital assessments, and diagnostic tests that provide more immediate and accurate information to teachers to personalize learning for students. There is a growing demand for digital access to data and on-demand reporting and analysis to improve student outcomes. Even traditional tests like the ACT, MCAs, and multilingual exams are all administered digitally. Teachers have faster access to data to inform instructional decisions. While technology should never replace the relationship between teacher and student, there is every indication that technology and digital tools will continue to require more funding.

Public Input
Over the last year, several committees and advisory groups have reviewed our technology funding needs. At the May 2025 Budget Advisory Committee meeting, there was consensus to recommend that the Board renew and modestly increase the Technology Levy.

In April, an independent community survey asked residents about perceptions of the school district, the educational program, trust in financial management, and the level of support for renewing and increasing the technology levy.

- 85% of respondents support renewing the technology levy.
- 64% of respondents support a modest increase in the levy ($6 million in revenue at a cost of $7 per month on an average property in the district valued at $400,000).

Upon receiving the supportive survey results in late April, the Board instructed the administration to move forward with planning for a referendum.

Use of Funds
The revenue from the proposed capital project levy authorization will be used to provide funds for school district technology, including systems related to safety and security, digital curriculum, classroom and building technology, technology support and maintenance, network infrastructure, and expanding computer science education and career technical education opportunities for students.

Cost and Tax Impact
The estimated tax impact of the proposed improvements would be approximately $7 per month to the owner of the average-value home in District 196 ($400,000), according to estimates from the district's financial consultant, Ehlers.

The resolution for the School Board's consideration calls for a special election to be held on Tuesday, November 4, 2025. The election would ask voters to vote YES or NO on one question, providing for the renewal and increase of the district's capital project levy authorization in the amount of approximately $15,461,384 annually for 10 years or estimated at $154,613,840 total.

Recommendation
Approve the resolution calling a special election to be conducted pursuant to Minnesota election laws, from 7 a.m. to 8 p.m., Tuesday, November 4, 2025.

Alternatives
Suggest changes to the resolution that are in compliance with Minnesota statutes.

Member _____ introduced the following resolution and moved its adoption, which motion was seconded by Member _____:

RESOLUTION RELATING TO DETERMINING THE NECESSITY OF APPROVING A NEW CAPITAL PROJECT LEVY AUTHORIZATION AND CALLING A SPECIAL ELECTION THEREON

WHEREAS, in Rosemount-Apple Valley-Eagan Schools, our mission is to educate, develop, and inspire students for lifelong success; and

WHEREAS, in a rapidly changing world, our district is striving to produce students who can step out of the school system and be active, productive contributors in an increasingly digital world; and

WHEREAS, technology tools are essential to personalizing education and they are deeply integrated into learning to inspire critical thinking, collaboration, and career preparation; and

WHEREAS, in District 196, the funding for technology to support student learning comes from a 10-year capital projects levy, last approved by district voters in 2015; and

WHEREAS, the technology funding is set to expire this year, unless renewed by voters in a referendum election in November 2025; and

WHEREAS, teaching and learning have changed tremendously in the last decade, and while a strong teacher-student connection is essential, today technology allows teachers to make sure students get what they need, when they need it, and how they need it, as teachers provide opportunities for every learner to engage with the material through words, images, videos, and interactive lessons; and

WHEREAS, advances in technology save teachers time in creating lessons, collaborating with their team, assessing learning, and targeting lessons when students need reteaching or acceleration; and

WHEREAS, in 2015, the technology for learning levy was narrowly designed to fund instructional technology and infrastructure upgrades (internet access, wifi, and mobile learning devices management) for a 1:1 mobile device program in grades 4-12, with a three-year replacement cycle, along with a goal to reach a 3-to-1 ratio of students-to-mobile learning device for grades pre-K-3; and

WHEREAS, in 2020-2022, the federal government provided emergency (ESSR) funding to ensure anywhere, anytime learning for all students. District 196 invested those funds, in part, to expand 1:1 access for all students, increasing the number of devices the district manages to more than 30,000. At the same time the district extended the replacement cycle to four years for sustainability; and

WHEREAS, over the last 10 years, technology has grown exponentially and is an essential tool in learning, in everyday life and in every industry and profession; and

WHEREAS, in recent years, curriculum resources and digital materials have increased budget expenditures by more than $5.2 million, due to annual digital subscriptions that accompany textbook purchases, digital assessments and diagnostic tests that provide more immediate and accurate information to teachers to personalize learning for students, and an increased need for digital access to data and on-demand reporting to improve student outcomes; and

WHEREAS, looking to the future, there are growing needs for cybersecurity, digital processes, computer science education, and modernizing career-technical education for rapidly developing industries, as workforce preparation requires all students to have basic knowledge of computer science principles, regardless of their chosen career aspirations; and

WHEREAS, technology is increasingly integrated into most professions, and students need to be comfortable and proficient in using technology to succeed in their future careers; and

WHEREAS, the 2015 referendum authorized a capital projects technology levy in the amount of 3.015% times the net tax capacity of the district; and

WHEREAS, in order to provide funding to effectively meet the increased technology needs discussed above, it is necessary to seek a renewal of the technology levy with a modest increase of two additional percentage points, for a total of 5.015% times the net tax capacity of the district.

NOW, THEREFORE, BE IT RESOLVED by the School Board (the Board) of Independent School District No. 196 (Rosemount-Apple Valley-Eagan), Minnesota (the School District) as follows:

It is hereby found, determined and declared as follows:

1. The Board has investigated the facts and does hereby find, determine and declare that it is necessary and expedient to approve a capital project levy authorization in the maximum amount of 5.015% times the net tax capacity of the School District. A portion of this new authorization would replace the School District's existing authorization which is scheduled to expire after taxes payable in 2025. The proposed capital project levy authorization will raise approximately $15,461,384 for taxes first levied in 2025, payable in 2026, and will be authorized for ten (10) years. The estimated total cost of the projects to be funded over that time period is approximately $154,613,840. The revenue from the proposed capital project levy authorization will be used to provide funds for school district technology, including systems related to safety and security, digital curriculum, classroom and building technology, technology support and maintenance, network infrastructure, and expanding computer science education and career technical education opportunities for students. The program will be commenced prior to November 4, 2030 which is a date not more than five (5) years from the date of the special election approving the new capital project levy authorization.

2. The question on the approval of a new capital project levy authorization of the School District shall be submitted to the qualified electors of the School District at a special

election, which is hereby called and directed to be held on Tuesday, November 4, 2025, between the hours of 7:00 a.m. and 8:00 p.m.

3. The School District's combined polling places and the precincts served by the polling places, as established and designated by resolution of the Board pursuant to Minnesota Statutes, Section 205A.11, are hereby designated for this special election.

4. The Clerk is hereby authorized and directed to cause written notice of the special election to be: (a) provided to each County Auditor at least eighty-four (84) days before the date of the special election; (b) provided to the Commissioner of Education at least seventy-four (74) days before the date of the special election; (c) posted at the administrative offices of the School District, for public inspection, at least ten (10) days before the date of the special election; and (d) published in the official newspaper of the School District once each week for at least two consecutive weeks, with the last publication being at least one week before the date of the special election. The Notice of Special Election shall be prepared in substantially the following form:

[The remainder of this page is intentionally left blank]

NOTICE OF SPECIAL ELECTION

INDEPENDENT SCHOOL DISTRICT NO. 196
(ROSEMOUNT-APPLE VALLEY-EAGAN), MINNESOTA

NOTICE IS HEREBY GIVEN that a special election has been called and will be held in and for Independent School District No. 196 (Rosemount-Apple Valley-Eagan), Minnesota, on November 4, 2025, between the hours of 7:00 a.m. and 8:00 p.m. to vote on the following question:

School District Question
New Capital Project Levy Authorization

The board of Independent School District No. 196 (Rosemount-Apple Valley-Eagan), Minnesota has proposed to approve a capital project levy authorization in the maximum amount of 5.015% times the net tax capacity of the School District. A portion of this new authorization would replace the School District's existing authorization which is scheduled to expire after taxes payable in 2025. The proposed capital project levy authorization will raise approximately $15,461,384 for taxes first levied in 2025, payable in 2026, and will be authorized for ten (10) years. The estimated total cost of the projects to be funded over that time period is approximately $154,613,840. The revenue from the proposed capital project levy authorization will be used to provide funds for school district technology, including systems related to safety and security, digital curriculum, classroom and building technology, technology support and maintenance, network infrastructure, and expanding computer science education and career technical education opportunities for students.

◯ **YES**
◯ **NO**

Shall the new capital project levy authorization proposed by the board of Independent School District No. 196 (Rosemount-Apple Valley-Eagan), Minnesota be approved?

BY VOTING "YES" ON THIS BALLOT QUESTION, YOU ARE VOTING FOR A PROPERTY TAX INCREASE

The polling places and precincts served by the polling places for the special election will be as follows:

Combined Precinct 1	Burnsville - Precincts 4, 8, 10, 11, 12, 13, 14, 15 & 17	Berean Baptist Church 309 East County Road 42 Burnsville, MN 55337
Combined Precinct 2	Lakeville Precincts 12, 15, 16 & 18 Empire Farmington - Precinct 5	Lord of Life Lutheran Church 16200 Dodd Lane Lakeville, MN 55044
Combined Precinct 3	Apple Valley - Precincts 1, 2, 3 & 4	Apple Valley Senior Center 14601 Hayes Road Apple Valley, MN 55124
Combined Precinct 4	Apple Valley – Precincts 5, 8 & 16	Bethel's Rock Church

		14201 Cedar Avenue Apple Valley, MN 55124
Combined Precinct 5	Apple Valley – Precincts 6, 12, 14 & 15	Apple Valley Municipal Center 7100 147th Street West Apple Valley, MN 55124
Combined Precinct 6	Apple Valley – Precincts 9, 11 & 13	ISD 196 District Service Center 14301 Diamond Path Apple Valley, MN 55124
Combined Precinct 7	Apple Valley – Precincts 7 & 10	Shepherd of the Valley Lutheran Church 12650 Johnny Cake Ridge Rd Apple Valley, MN 55124
Combined Precinct 8	Rosemount – Precincts 1, 3, 5 & 7	Rosemount Community Center 13885 South Robert Trail Rosemount, MN 55068
Combined Precinct 9	Coates and Vermillion Rosemount - Precincts 2, 4, 6, & 8	Hosanna Church Rosemount 14401 Biscayne Ave West Rosemount, MN 55068
Combined Precinct 10	Eagan – Precinct 16 Inver Grove Heights - Precincts 2, 11 & 12	St. Thomas Becket Church 4455 South Robert Trail Eagan, MN 55123
Combined Precinct 11	Eagan - Precincts 1, 2, 8 & 10	Wescott Library 1340 Wescott Road Eagan, MN 55122
Combined Precinct 12	Eagan - Precincts 5, 7 & 14	Eagan Civic Arena 3870 Pilot Knob Road Eagan, MN 55122
Combined Precinct 13	Eagan - Precincts 4, 9, 11, 12 & 13	Christ Lutheran Church 1930 Diffley Road Eagan, MN 55122
Combined Precinct 14	Eagan - Precincts 15, 17 & 18	Chapel Hill Church 4888 Pilot Knob Road Eagan, MN 55122

All qualified electors residing in the School District may cast their ballots at the polling places during the polling hours specified above.

A voter must be registered to vote to be eligible to vote in the special election. Unregistered individuals may register to vote at the polling places on Election Day.

Dated: August 11, 2025.

BY ORDER OF THE SCHOOL BOARD

/s/_____, Clerk

5. The Clerk is authorized and directed to acquire and distribute such election materials as may be necessary for the proper conduct of this special election. If an optical scan voting system is being used, the Clerk shall comply with the laws and rules governing the procedures and requirements for optical scan voting systems. The Clerk is authorized and directed to acquire and distribute such election materials and to take such other actions as may be necessary for the proper conduct of this special election and generally to cooperate with election authorities conducting any other elections on that date. The Clerk and members of the administration are authorized and directed to take such actions as may be necessary to coordinate this election with other elections, including entering into agreements with appropriate municipal and county officials regarding preparation and distribution of ballots or ballot cards, election administration, and cost sharing.

6. The Clerk is authorized and directed to cause cooperate with the proper election officials to cause ballots to be prepared and printed in accordance with Minnesota Statutes, Section 205A.08, Subdivision 5 and the rules of the secretary of state for use at the special election. If an optical scan voting system is being used, the Clerk shall cause official ballots to be printed according to the format of ballots for optical scan voting systems provided by the laws and rules governing optical scan voting systems. The Clerk is further authorized and directed to cause a sample ballot to be posted in the administrative offices of the School District, for public inspection, at least four (4) days before the date of the special election and to cause two sample ballots to be posted at each polling place on the date of the special election and to cooperate with the proper election officials to cause ballots or ballot cards to be prepared for use at said election. The ballot shall be in substantially the following form, with such changes in form and instructions as may be necessary to accommodate the use of an optical scan voting system:

[The remainder of this page is intentionally left blank]

Special Election Ballot
School District Ballot
Independent School District No. 196
(Rosemount-Apple Valley-Eagan), Minnesota

November 4, 2025

Instructions to Voters

To vote, completely fill in the oval(s) next to your choice(s) like this: 

To vote for a question, fill in the oval next to the word "Yes" for that question.
To vote against a question, fill in the oval next to the word "No" for that question.

School District Question
New Capital Project Levy Authorization

The board of Independent School District No. 196 (Rosemount-Apple Valley-Eagan), Minnesota has proposed to approve a capital project levy authorization in the maximum amount of 5.015% times the net tax capacity of the School District. A portion of this new authorization would replace the School District's existing authorization which is scheduled to expire after taxes payable in 2025. The proposed capital project levy authorization will raise approximately $15,461,384 for taxes first levied in 2025, payable in 2026, and will be authorized for ten (10) years. The estimated total cost of the projects to be funded over that time period is approximately $154,613,840. The revenue from the proposed capital project levy authorization will be used to provide funds for school district technology, including systems related to safety and security, digital curriculum, classroom and building technology, technology support and maintenance, network infrastructure, and expanding computer science education and career technical education opportunities for students.



YES
NO

Shall the new capital project levy authorization proposed by the board of Independent School District No. 196 (Rosemount-Apple Valley-Eagan), Minnesota be approved?

BY VOTING "YES" ON THIS BALLOT QUESTION, YOU ARE VOTING FOR A PROPERTY TAX INCREASE

7. If the School District will be contracting to print the ballots for this special election, the Clerk is hereby authorized and directed to prepare instructions to the printer for layout of the ballot. Before a contract in excess of $1,000 is awarded for printing ballots, the printer shall, upon request, furnish in accordance with Minnesota Statutes, Section 204D.04 a sufficient bond, letter of credit or certified check acceptable to the Clerk in an amount not less than $1,000 conditioned on printing the ballots in conformity with the Minnesota election law and the instructions delivered. The Clerk shall set the amount of the bond, letter of credit or certified check in an amount equal to the value of the purchase.

8. The Clerk shall, through the District's Joint Powers Agreement with Dakota County, prepare and have ready for use absentee ballots at least forty-six (46) days before the special election in accordance with Minnesota Statutes, Section 204B.35, Subdivision 4.

9. Pursuant to the existing Joint Powers Agreement with Dakota County for the provision of absentee voting services, Dakota County will establish a ballot board to process, accept and reject absentee ballots and generally to carry out the duties of a ballot board as provided by Minnesota Statutes, Section 203B.121 and other applicable laws.

10. The Board shall appoint election judges and alternates in accordance with Minnesota Statutes, Section 204B.21. The appointments will be made at least twenty-five (25) days before the special election.

11. Pursuant to Minnesota Statutes, Section 206.83, the Clerk shall provide for testing of the optical scan voting system at least three (3) days before the voting equipment is used and shall cause notice of the time and place of the test to be published in the School District's official newspaper at least five (5) days before the test.

12. The special election shall be held and the returns made and canvassed in the manner prescribed by law and the Board shall meet on a date between the third day, November 7, 2025, and the tenth day, November 14, 2025, after the special election for the purpose of canvassing the results thereof.

13. If the new capital project levy authorization is approved, all proceeds from the capital project levy shall be deposited in the capital project referendum account which is a separate account in the School District's general fund. All interest income attributable to the capital project referendum account must be credited to the capital project referendum account. Money in the capital project referendum account may only be used for the costs of acquisition and betterment of approved projects. Minnesota Statutes, Section 123B.71, Subdivision 8 provides an exemption from the requirement that the School District obtain a review and comment prior to holding a capital project levy authorization special election if the proposed capital project addresses only technology and if the funds generated by the proposed capital project levy authorization will be used only as authorized in Minnesota Statutes, Section 126C.10, Subdivision 14. Accordingly, the Board hereby determines that the proposed capital project addresses only technology and that, if approved by the voters, the funds generated by the proposed new capital project levy authorization will be used only as authorized in Minnesota Statutes, Section 126C.10, Subdivision 14. The funds in the capital project referendum account may be accumulated and not be expended until sufficient funds are available, may be accumulated and not be expended until additional funds from a bond

issue are available, or may be expended on an ongoing basis for approved project costs. Any funds remaining in the capital project referendum account that are not applied to the payment of the costs of the approved projects before their final completion shall be transferred to the School District's debt redemption fund.

14. Pursuant to Minnesota Statutes, Section 205A.07, Subdivision 3a, the Clerk is hereby instructed to notify the Commissioner of Education of the results of the special election and to provide the certified vote totals for each ballot question in written form within fifteen (15) days after the results have been certified by the Board.

15. Pursuant to Minnesota Statutes, Section 211A.02, Subdivision 6, the Clerk is hereby instructed to make any campaign finance reports filed with the Clerk by campaign committees within seven (7) days after the special election available on the School District's web site as soon as possible, but no later than thirty (30) days after receipt of any such report. The Clerk is further instructed to provide the Campaign Finance and Public Disclosure Board with a link to the section of web site where such reports are made available. Such reports must remain available on the web site for four (4) years from the date first posted.

16. The Deputy General Counsel, or his designee, is authorized to take the steps to fulfill the duties of the clerk as it relates to these elections. The Deputy General Counsel or his designee is also authorized to complete any other tasks necessary to fulfill legal requirements related to the administration of the general and special election. Any obligations of the Clerk described herein may also be undertaken by a County Auditor, acting on the Clerk's behalf, as the official in charge of elections in accordance with Minnesota election laws. The Board hereby authorizes the Clerk to work with the County Auditor in accomplishing the obligations described hereunder when necessary, appropriate, and desirable.

Upon vote being taken thereon, the following voted in favor thereof

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

District 196 Technology Levy

IT'S TIME TO RENEW

ROSEMOUNT • APPLE VALLEY • EAGAN • PUBLIC SCHOOLS



BE A VOTER. VOTE ON OR BEFORE NOV. 4!

District 196 Technology Levy

IT'S TIME TO RENEW



WHAT IS THE TECHNOLOGY LEVY?

- Approved by voters in 2015 as a 10-year capital levy
- Dedicated to **instructional technology**
- Funds technology systems that support **learning and digital safety**
- Generates approximately **$9.1 million in FY 2025**
- **Expires in 2025** unless renewed by voters

Vote on or before November 4.

BY THE NUMBERS

2015
TECH LEVY APPROVED

$9.1
MILLION IN 2025

30,000+
DEVICES

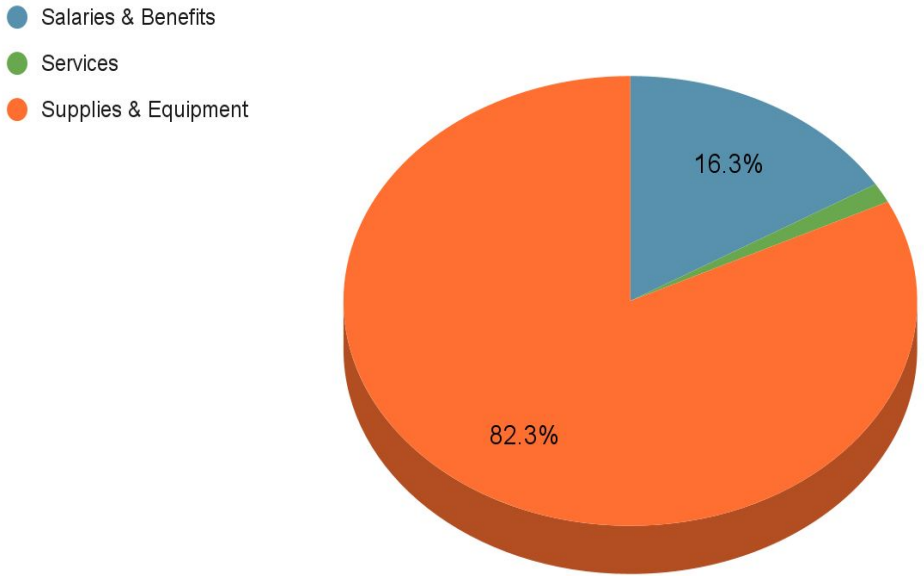
14.5
FTES

Renewal and Increase Needed

District 196 Technology Levy

IT'S TIME TO RENEW

How have 2015 funds been spent?



- 1: 1 Student Devices
- Instructional Devices
- Instructional Software
- Network Infrastructure
- Cyber Security
- Mobile Tech Support Personnel

District 196 Technology Levy

IT'S TIME TO RENEW

TIMELINE & BACKGROUND

NOVEMBER 2024
Levy Renewal Committee Formed

APRIL 2025
Community Survey

MAY 2025
Budget Advisory Recommendation

AUGUST 2025
Board Resolution for Election

NOVEMBER 2025
Levy Referendum Election



District 196 Technology Levy

IT'S TIME TO RENEW

LEARNING AND TECHNOLOGY FRAMEWORK

LEARNING DRIVES DECISION MAKING (ACCESS & ANALYZE INFORMATION)
Critically thinking about information.



CREATIVITY SPARKS CURIOSITY (INNOVATE, CREATE, PUBLISH)
Learners creating, publishing, and presenting to an authentic audience.

EDUCATING CONSUMERS (DIGITAL CITIZENSHIP)
Learning about our decisions and behaviors when using technology.

COMMUNICATION AND COLLABORATION
Hear student voice and gain understanding/perspective.

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District 196 Technology Levy

IT'S TIME TO RENEW

UNDERSTANDING FUNDING SOURCES



TECHNOLOGY LEVY

- Pays for devices, support, software, cybersecurity
- Lasts up to 10 years
- Provides annual funding
- **Used for technology that supports learning**



BOND REFERENDUM

- Pays for construction, renovations, & repairs
- Lasts 15–25 years
- Borrowed upfront, repaid over time
- **Used for facilities and infrastructure**



OPERATING LEVY

- Pays for school operations (teachers, transportation, etc)
- Lasts 10 years (through 2029)
- Provides annual funding
- **Used for staffing and classroom needs**

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District 196 Technology Levy

IT'S TIME TO RENEW

Community Survey

Feedback From Morris Leatherman Survey & Marketing:

"It is an extraordinary positive report on the key points. One of the strongest results from the dozens and dozens of surveys I have conducted over the past two years. The reservoir of goodwill (in the community) and the trust in the financial management is at the top of the range."

District 196 Technology Levy

IT'S TIME TO RENEW

THANK YOU, VOTERS!



80% TRUST SPENDING BOND FUNDING EFFICIENTLY AND HONESTLY

85% SUPPORT RENEWING TECHNOLOGY LEVY; 64% FAVOR INCREASE

71% CONCERNED ABOUT CUTS IN FUNDING (STATE & FEDERAL)

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District 196 Technology Levy

IT'S TIME TO RENEW

COMMUNITY SURVEY

QUALITY EDUCATION IN DISTRICT 196

93% RATE EDUCATION QUALITY EXCELLENT/GOOD

83% FAVORABLE SCHOOL BOARD PERFORMANCE

94% POSITIVE RATING OF TEACHERS

91% TRUST DISTRICT TO DO RIGHT



District 196 Technology Levy

IT'S TIME TO RENEW

OUR COMMUNITY VALUES TECHNOLOGY IN EDUCATION



To educate, develop and inspire students for lifelong success.

82% TECHNOLOGY OPPORTUNITIES ARE EXCELLENT/GOOD

72% TECHNOLOGY IS VERY IMPORTANT/ESSENTIAL TO LEARNING

ROSEMOUNT • APPLE VALLEY • EAGAN PUBLIC SCHOOLS

District 196 Technology Levy

IT'S TIME TO RENEW

November 4 Referendum

Renew & increase at 5.015% tax rate for 10 years

$15.5 million annually

Tax impact: **$7** per month

(on a $400,000 home)

- Student learning devices/digital tools and curriculum
- Classroom & building technology
- Strong cybersecurity, network reliability, and communication systems
- Technology support and maintenance
- Expanding computer science education
- Enhancing career technical education

District 196 Technology Levy

IT'S TIME TO RENEW

3 Ways to Vote



EARLY BY MAIL

BEGINS SEPTEMBER 19



EARLY IN PERSON

BEGINS SEPTEMBER 19

(3 locations)



ON ELECTION DAY

TUESDAY, NOVEMBER 4

7 a.m. to 8 p.m.

FIND YOUR POLLING PLACE!

mnvotes.gov

For more information, district196.org/vote

District 196 Technology Levy

IT'S TIME TO RENEW



Rosemount • Apple Valley • Eagan
Public Schools

Educating, developing, and inspiring our students for lifelong success.

Meeting Date: **08/11/2025** Place on Agenda: **Old Business** Action Requested: **Approval**

Topic: **Regulation 703.5.8AR, Admission Charges to School Events**

Presenter(s): **Jill Coyle** Title(s): **General Counsel**

Background
District Regulation 703.5.8AR, Admission Charges to School Events, details the admission charges for school events, including plays, musical productions, and athletic events. It has been many years since District 196 has increased admission charges, and the administration recommends a slight increase in response to increased costs. The administration recommends a one-dollar increase to the admission cost of middle school plays and a two-dollar increase to the admission costs of all events at the high school level. If approved, the administration would like to put the changes into effect immediately.

Alternatives
1. Do not approve the changes.
2. Suggest other changes.

Recommendation
Approve the proposed revisions to Regulation 703.5.8AR, Admission Charges to School Events.

INDEPENDENT SCHOOL DISTRICT 196
Rosemount-Apple Valley-Eagan Public Schools
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Series Number **703.5.8AR** Adopted **July 1996** Revised **August 2025** ~~**December 2019**~~

Title **Admission Charges to School Events**

1. **Elementary Schools** – There are no charges for events in elementary schools.

2. **Middle Schools**

   2.1 Plays – $~~5~~6 for adults; $~~3~~4 for students; $~~3~~4 ($2 off the adult price) for senior adults (aged 62 and older). Additional processing fees may apply for online ticket sales.

   2.2 Concerts and athletic activities -- no charge.

3. **High Schools**

   3.1 Plays – $~~7~~9 for adults; $~~5~~7 for students; $~~5~~7 ($2 off the adult price) for senior adults.

   3.2 Musical productions – $~~9~~11 for adults; $~~5~~7 for students; $~~7~~9 ($2 off the adult price) for senior adults.

   3.3 Concerts – no charge.

   3.4 Regular Season Athletic events –

      3.4.1 District 196 high school students will only be charged admission to regular season football games.

      3.4.2 Senior adults (62 or older) may attend regular season athletic events at no charge.

      3.4.3 All others will be charged admission to the following events: basketball ~~(boys and girls)~~, football, gymnastics, hockey ~~(boys and girls)~~, ~~ice follies~~ icettes, soccer ~~(boys and girls)~~, swimming ~~(boys and girls)~~, volleyball and wrestling.

         3.4.3.1 Single event – $~~7~~9 for adults; $~~5~~7 for students.

         3.4.3.2 Adult athletic pass – $60 for fall and winter seasons; $30 for spring season.

         3.4.3.3 Student athletic pass – $60 per year.

         3.4.3.4 Youth associations may make prior arrangements with athletic directors for their athletes to attend one high school athletic event per season without paying admission. Exceptions to this regulation must be approved by the director of secondary education.