



Regular Meeting Agenda

Diamondhead Education Center
200 W. Burnsville Parkway
Burnsville, MN 55337
August 11, 2016
6:30 PM

(6:00 PM Board Listening Session with Chair Dan Luth and Dr. DeeDee Currier)

- I. Call to Order
 - A. Welcome Public
 - B. Pledge of Allegiance
- II. Business Meeting
 - A. Approval of Agenda
 - B. Consent Agenda

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

1. Approve Meeting Minutes	3
2. Approve Personnel Recommendation	7
3. Adopt a Resolution to Accept Donations	10
4. Approve, on a Second Reading Basis, Board Policy 413: <i>Harassment and Violence</i>	12
5. Approve Change Orders #01, #02 and #03 for the 2016 Alterations to Diamondhead Education Center and Administrative Service Center	25
6. Approve Change Orders #004, #005 and #006 for the 2016 Additions and Alterations to Metcalf Middle School, William Byrne Elementary and Rahn Elementary Schools	34
7. Approve Change Orders #04, #05, #06, #07, #08, #09, #10 and #12 for the 2016 Alterations to Nicollet Middle School, Edward Neill, Sky Oaks and Harriet Bishop Elementary Schools	43
8. Approve Change Orders #134, #146, #147, #148, #149, #150, #151, #152, #154, #155, #156, #157, #158, #159, #162, #163, #165, #167,	62

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

III. New Business

- A. Report on Bosch Community Fund Grant 120
Speaker(s): Dr. Kathy Funston, Director of Strategic Partnerships and Pathways
- B. Report on New State Funding for Pre-Kindergarten 130
Speaker(s): Tom Umhoefer, Director of Community Education and Cindy Check, Early Childhood Programs Coordinator
- C. Approve Addendum to Contract with Normandale 131
Speaker(s): Lisa Rider, Executive Director of Business Services
- D. Approve Contract with Inver Hills Community College 141
Speaker(s): Lisa Rider, Executive Director of Business Services
- E. Approve 917 Amendment to Lease for Cedar 147
Speaker(s): Lisa Rider, Executive Director of Business Services
- F. Approve Ice Arena Lease with the City of Burnsville for the 2016-17 School Year 151
Speaker(s): Lisa Rider, Executive Director of Business Services
- G. Approve BEST Handbook for the 2016-17 School Year 157
Speaker(s): Stephanie Corbey, Exec. Dir. of Individualized Student Services
- H. Approve the 2016-17 Burnsville High School Athletic and Activity Handbook 165
Speaker(s): Jeff Marshall, Athletic and Activity Director
- I. Approve, on a First Reading Basis, Board Policies 509: *Enrollment of Nonresident Students*; 515: *Protection and Privacy of Pupil Records*; 620: *Credit for Learning*; and 709: *Transportation Policy* 182
Speaker(s): Dr. Joe Gothard, Superintendent
- J. Approve, on a First Reading Basis, Rescinding Board Policies ECB & ECB-R: *Buildings and Grounds Maintenance*; ECF & ECF-R: *Energy Conservation*; EGAAA & EGAAA-R: *Copyright-Printing and Duplicating Services*; FEE & FEE-R: *Site Acquisition*; GBD-R: *Board-Staff Communication-Regulation*; GBE: *Staff Health and Safety Physical Examinations*; GCIA-R: *Extracurricular Assignments-Regulation*; GCPB: *Resignation of Professional Staff Members*; GCQAA: *Professional Staff Consulting Activities*; GDQAA: *Support Staff Consulting Activities*; HO & HO-R: *Staff Job Actions*; IGEB & IGEB-R: *Adult High School Programs*; and KDE: *Crisis Management* 243
Speaker(s): Dr. Joe Gothard, Superintendent

IV. Reports

- A. Superintendent
B. Board Members

V. Adjourn

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School Board Minutes
 INDEPENDENT SCHOOL DISTRICT 191
 June 23, 2016

The meeting of the Board of Education was called to order by Chair Luth at 6:30 p.m. at the Burnsville Council Chambers at Burnsville City Hall, 100 Civic Center Parkway, Burnsville.

Call to Order

Members present: Directors Currier, Alt, VandenBoom, Hill, Schmid, Mackall and Chair Luth. Others in attendance were Superintendent Gothard, staff and members of the public.

Attendance

Luth welcomed the audience and asked Hill to lead the Pledge of Allegiance.

Pledge of Allegiance

Moved by VandenBoom, seconded by Mackall, to approve the agenda. Motion carried unanimously (7, 0).

Agenda

Moved by Schmid, seconded by Mackall, to approve the consent agenda:

Consent Agenda Minutes

- Approve minutes of the June 9, 2016 regular school board meeting and closed session and June 14, 2016 board workshop.
- Approve personnel recommendations for K. Zimmerman, J. Cooper, D. Stephens, E. Stitzmeyer, T. Chamberland, L. LaDuke, R. Tomoson, D. Benjaminson, A. Brambila, R. Swanson C. Hale, and E. Ammerman.
- Adopt a resolution to approve and accept donations.
- Approve May payroll checks numbered 718466-718488, and direct deposit notices numbered 608649-611637, in the net amount of \$3,879,406.71. May and June claims to date represented by checks numbered 446636-447161, 160-163, 1015728-1016057, and 101417-101445 and wire transfers and adjustments totaling \$11,832,132.61. Accept May receipts of \$19,723,999.29 and investments for the General Fund, 2012A Alt Facilities, 2015A School Building Bonds and OPEB of \$85,932,010.16 as of May 31, 2016.
- Accept the Budget Analysis for the month ending May 31, 2016.
- Authorize the release of June and July checks covering District obligations due and payable for June and July business.
- Approve change orders #122, #135, #138, #139, #140, #141, #142, #143, #144, and #145 for the 2015 Additions and Alterations to Burnsville High School.
- Approve scheduling a Board Retreat on September 23, 2016.
- Approve canceling the Board Meeting scheduled at Burnsville City Hall on July 21, 2016 at 6:30 p.m.
- Approve the initial extended field trip application for Burnsville High School students to travel to France June 12-21, 2017.

Personnel Recommendations

Donations
 Checks, deposits,
 receipts and
 investments

Budget Analysis

Change Orders

Board Meetings

Field Trip

Motion carried unanimously with discussion (7, 0).

Received a report from Abigail Alt, vice chair regarding the superintendent's evaluation.	Sup't Evaluation
Public recognition was given to Burnsville High School Students Scott Tinkham and Jerrad Solberg for an award winning documentary about Jerrad's life.	Public Recognition
Moved by Currier, seconded by Alt, to approve the 2016-17 Student/Parent Handbook. Motion carried unanimously after discussion (7, 0).	Student/Parent Handbook
Moved by Hill, seconded by VandenBoom, to approve the 2016-17 ECSE Program Parent Handbook. Motion carried unanimously (7, 0).	ECSE Handbook
Moved by Mackall, seconded by Currier, to approve the 2016-17 student handbook for the B-E-S Transition Services Program. The motion was withdrawn by Mackall and no vote was taken after discussion.	B-E-S-T Handbook
Moved by Schmid, seconded by Alt, to approve the proposed revisions and re-adopt the unchanged language in the 2016-2017 terms and conditions of employment for the Unaffiliated Employees of Independent School District #191 with edits. Moved by VandenBoom, seconded by Mackall, to retract the additional two days of sick leave credit. A roll call vote was taken and the motion carried (4, 3 with Hill, Schmid, Mackall and VandenBoom voting in favor and Alt, Luth and Currier voting against the amendment.) Main motion as amended carried (6, 1 with Hill, Schmid Mackall, Alt, Luth, and VandenBoom voting in favor and Currier voting against).	Unaffiliated Employees
Moved by Hill, seconded by VandenBoom, to adopt the following resolution: BE IT RESOLVED, by the Board of Education of Independent School District 191, that the following non-licensed staff are hereby terminated or laid off for the following amounts at the end of the 2015–2016 school year. Peggy Fontana at Harriet Bishop Elementary 2 hour daily release and Darcie Schwarz at Hidden Valley Elementary 30 minute daily release. Motion carried unanimously (7, 0).	Termination of Non-licensed Staff
Moved by Currier, seconded by Schmid, to adopt the following resolution: BE IT RESOLVED, by the Board of Education of Independent School District 191, pursuant to Minnesota Statute § 122A.40 that the teaching contracts of the following licensed probationary teachers in Independent School District 191 be terminated at the end of the 2015–2016 school year: Alaina Martin at BHS 1.0 FTE and Alyssa Schroeder at BHS 1.0 FTE. BE IT FURTHER RESOLVED, that written notice is sent to said teachers regarding termination and nonrenewal of his/her contract as provided by law. Motion carried unanimously (7, 0).	Termination of Probationary Teachers
Moved by Schmid, seconded by Hill, to approve the contracts for property,	Property, Casualty

casualty and liability insurance for the 2016-2017 year with:

	<u>Amount</u>	<u>Insurer</u>
Package Policy	\$159,340	Affiliated FM Ins. Co.
Real, Personal Property & Extra Expense, Inland Marine Property Deductible \$25,000		
General Liability - \$1,000,000	81,812	Travelers Group
Automobile - \$1,000,000	20,411	Charter Oak
Umbrella - \$4,000,000	17,534	Travelers Group
Crime	7,062	National Union
School Leaders Legal Liability	43,837	Stratford
International Package	4,499	Chartis Specialty
Environmental Impairment	5,608	Admiral Ins.
Flood	1,285	Auto Owners

and Liability
Insurance

Total \$341,388
Motion carried unanimously after discussion (7, 0).

Moved by Alt, seconded by Mackall, to approve the agreement for mental health services with Headway Emotional Health Services, Inc. for 2016-2017 for a total of \$339,537. Motion carried unanimously after discussion (7, 0).

Headway
Emotional Health
Services Contract

Moved by Hill, seconded by Currier, to adopt the resolution approving Intermediate School District No. 917's Long-Term Facility Maintenance Program Budget and Authorizing the Inclusion of a Proportionate Share of those projects In the District's Application for Long-Term Facility Maintenance Revenue. Motion carried unanimously after discussion (7, 0).

917's Long-term
Facility
Maintenance

Moved by Schmid, seconded by Mackall, to approve the Long-Term Facilities Maintenance Revenue Application. Motion carried unanimously (7, 0).

ISD 191's Long-
Term Facilities
Application

Moved by Mackall, seconded by VandenBoom, to approve the commitment of fund balance for Fiscal year 2016 to include fund balance resulting from carryover funds and ProPay funds. Motion carried unanimously after discussion (7, 0).

FY 2016 Fund
Balance

Moved by Schmid, seconded by VandenBoom, to approve the 2016-17 Adopted Budget providing all funds revenues of \$168,118,811 and all funds expenditures of \$228,264,493. Motion carried unanimously after discussion (7, 0).

2016-17 Adopted
Budget

Moved by Hill, seconded by Schmid, to adopt the attached formal resolution calling a School District General Election on Tuesday, November 8, 2016 to elect three (3) members to the School Board for

General Election

terms of four (4) years each. Motion carried unanimously (7, 0).

Moved by Mackall, seconded by Currier, to approve the three year contract for vending of beverages and snacks with Midwest, Inc. and authorizes the Executive Director of Business Services to execute the agreement. Motion carried unanimously after discussion (7, 0).

Midwest Vending Contract

Moved by Alt, seconded by Mackall, to award the bid of Monitors and Installation to Tierney Brothers, Inc. Motion carried unanimously after discussion (7, 0).

Award Bid for Monitors and Installation

Received verbal reports from Currier on behalf of the Student Performance and Achievement Committee; Hill on behalf of the Technology Committee; and Alt on behalf of the Policy Review Committee.

Committee Reports

Moved by Alt, seconded by Schmid, to adjourn at 8:41 p.m. to closed session as Permitted by Minn. Statute §13D.03 to Discuss Negotiation Strategies.

Adjourn to Closed Session

The closed session began at 8:50 p.m. ISD 191's Negotiation Strategy was discussed.

Closed Session

Schmid, VandenBoom, Alt, Hill, Mackall, Currier, Luth, Gothard, L. Rider, C. Amoroso, D. Watkins and S. Sovine attended the closed session.

Attendance

The closed session adjourned at 9:46 p.m.

Adjourn

Jim Schmid, clerk

August 11, 2016
Date Approved

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

TO: Members, Board of Education
Joe Gothard, Superintendent

FROM: Stacey Sovine, Executive Director of Human Resources

DATE: August 11, 2016

RE: Recommended Personnel Changes

Administrative

Appointment

Rachel Hughes -Replacement Assistant Principal, NMS, effective 8/5/16

Certified

Appointment

Brittnee Anderson -Replacement-Teacher Family and Consumer Science, 1.0 FTE, ERMS, effective 8/23/16

Lauren Anderson -Replacement Teacher Communications Arts/Literature, .70 FTE, NMS, effective date 8/23/16

Nicholas Armstrong -New-Teacher Orchestra, .75 FTE, NMS and ERMS, effective 8/23/16

Allen Bodelson *Replacement Teacher Social Studies, 1.0 FTE, MMS, effective 8/23/16

Mary Casserly-Smith -New-Teacher Digital Learning Specialist, 1.0 FTE, District-Wide, effective 8/23/16

Kelsey Christensen *Replacement Teacher Communication Arts/Literature, .70 FTE, NMS, effective 8/23/16

Ashley Cowell-Haskin -Replacement Teacher ESL, 1.0 FTE, GP, effective 8/23/16

Bryan Coyle -Replacement Teacher Language Arts, 1.0 FTE, NMS, effective 8/23/16

Kathryn Decker -New Teacher Language Arts, 1.0 FTE, ERMS, effective 8/23/2016

Hannah Eckerman -Replacement Teacher ESL, 1.0 FTE, SO, effective 8/23/16

Aimee Fisher -Replacement Teacher Art, 1.0 FTE, MMS, effective 8/23/16

Catherine Flynn -New Teacher Language Arts, 1.0 FTE, ERMS, effective 8/23/16

Cara Grant -Replacement Teacher SPED, 1.0 FTE, BHS, effective 8/23/16

Andrea Greamba -Replacement Teacher Art, 1.0 FTE, SO, effective 8/23/16

Rachel Hanson -New Teacher SPED, 1.0 FTE, MMS, effective 8/23/16

Jacqueline Jones -New Teacher Fab Lab and Project Lead the Way, 1.0 FTE, BHS, effective 8/23/16

Stephanie Jorgenson -New Teacher SPED, 1.0 FTE, BHS, effective 8/23/16

Sarah Kelleher -New Teacher Communication Arts/Literature, 1.0 FTE, NMS, effective 8/23/16

Jennifer Kennedy -Replacement School Psychologist, .60 FTE, ECSE, effective 8/23/16

Jay Lepper -New Teacher on Special Assignment, 1.0 FTE, BHS, effective 8/23/16

Sarah Levinski -Replacement Teacher Work Experience Coordinator, 1.0 FTE, BHS, effective 8/23/16

Kaj Lund -Replacement Teacher Social Studies, 1.0 FTE, MMS, effective 8/23/16

Kathryn McNally -New Teacher SPED, 1.0 FTE, BHS, effective 8/23/16

Michelle Melquist -Replacement Teacher SPED, 1.0 FTE, ECSE, effective 7/11/16

Ashly Mickelson -New Teacher Language Arts, .85 FTE, MMS, effective 8/23/16

Brandy Mosser -New Teacher SPED, 1.0 FTE, ERMS, effective 8/23/16

Emily Nelson -New Teacher SPED, 1.0 FTE, BHS, effective 8/23/16

Katherine Nelson -Replacement Teacher SPED, 1.0 FTE, ECSE, effective 8/23/16

Theresa Oberlander -New Teacher ESL, 1.0 FTE, BHS, effective 8/23/16

Caron Otto *Replacement School Psychologist, 1.0 FTE, Secondary Cluster, effective 8/23/16

Madison Paul-Critchley -New Teacher Language Arts, 1.0 FTE, MMS, effective 8/23/16

Melissa Persons -Replacement Teacher ESL, 1.0 FTE, BHS, effective 8/23/16

Holly Petersen -Replacement School Psychologist, 1.0 FTE, Secondary Cluster, effective 8/23/16

Laura Petsinger -Replacement Teacher Science, .34 FTE, NMS, effective 8/29/16

Kathryn Reagan -Replacement Teacher Long Term Substitute, .50 FTE, ECSE, effective 8/29/16

Lindsay Richter -Replacement Teacher SPED, 1.0 FTE, HV, effective 8/23/16

*added to original report
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Kathryn Salmela	-New Teacher Digital Learning Specialist, 1.0 FTE, District-Wide, effective 8/23/16
Kevin Sayers	-Replacement Teacher Computer Applications, 1.0 FTE, ERMS, effective 8/23/16
Nathan Schmid	-Replacement Teacher Spanish, 1.0 FTE, BHS, effective 8/23/16
Kristin Schneider	-Replacement Teacher Art, 1.0 FTE, NMS, effective 8/23/16
Teresa Simon	-Replacement School Social Worker, .50 FTE, ST, effective 8/23/16
Ashley Smith	-New Position Teacher SPED, 1.0 FTE, MMS, effective 8/23/16
Elizabeth Spafford	-Replacement Teacher SPED, 1.0 FTE, BHS, effective 8/23/16
Paul Tinerella	-Replacement Teacher SPED, 1.0 FTE, RREC, effective 8/23/16
Annette Tousignant	-New Teacher SPED, 1.0 FTE, BHS, effective 8/23/16
Abby Young	-New Teacher Language Arts, 1.0 FTE, ERMS, effective 8/23/16
Vince Varpness	-New Teacher Physical Education, 1.0 FTE, BHS, effective 8/23/16
Change in Assignment	
Vicki Spieler	-Assignment changes to Teacher ECFE, .50 FTE, DEC, effective 8/29/16
Contract Modification	
Bridgette Andrews	*Teacher, Physical Education, contract reduced to .60 FTE, effective 8/29/16
Leave of Absence	
Tara Nelson	Teacher, ECSE, requests 1.0 FTE parental leave of absence, effective 2016/2017 school year
Sheila Spaulding	Teacher, ECSE, requests .50 FTE general leave of absence, effective 2016/2017 school year
Recall from Layoff	
Charles Baranauckas	-Teacher, Grade 2, 1.0 FTE, WB, effective 2016/17 school year
Resignation	
Stephanie Baima	-Teacher, ECSE, effective 8/2/16
Stephanie Bruins	-Teacher, SO, effective 7/29/16
Hollie Johnson	-Teacher SPED, HV, effective 6/10/16
Erin Kosmalski	-Teacher SO, effective 7/11/16
Janaya Munsch	-Teacher VV, effective 7/6/16
Kim Olson	-Teacher BHS, effective 6/10/16
Heather Regan	-Teacher SPED, effective 8/1/16
Mary Stucynski	-Teacher MMS, effective 7/11/16
Ashley Warrick	-Teacher SO, effective 7/13/16
Retirement	
Carol Stroh	-Teacher, SPED, after 18 years in the District, effective 7/18/16
<u>Classified</u>	
Appointment	
Sean Anderson	-New Custodian C Shift, 8 hrs/day, BHS, effective 7/18/16
Bobbi Edberg	-Replacement Food Service Associate, 3.5 hrs/day, ERMS, effective 8/23/16
Sarah Erbes	-Replacement EA Level IV, 3.75 hrs/day, HV, effective 8/23/16
Lisa Jenkins	-Replacement Clerical Level IV, 8 hrs/day, DEC District Offices, effective 8/1/16
Nicholas Johnson	-New Custodian C Shift, 8 hrs/day, BHS, effective 8/1/16
Connor Ohlhauser	-New Custodian C Shift, 8 hrs/day, BHS, effective 7/18/16
Margaret Peterson	-New EA Level III, 7.5 hrs/day, HV, effective 8/29/16
Rynetta Renford	-Replacement Assistant Director, Food and Nutrition Services, DEC District Offices, effective 7/1/16
Anne Spott	-New EA Level III, 6.25 hrs/day, MWS, effective 8/29/16
Erica White	-Replacement Nurse, 5.8 hrs/day, District-Wide, effective 8/29/16
Jennifer Williamson	-Replacement Food Service Associate, 3.75 hrs/day, HB, effective 8/23/16
Change in Assignment	
Mary Holewa	-Assignment changes to Food Service Manager, 7.5 hrs/day, EN, effective 8/22/16
Jeanine Riggs	-Assignment changes to Clerical Level IV, 8hrs/day, BHS, effective 7/1/16
Denise Romero	-Assignment changes to Clerical Level I, 8 hrs/day, DEC, effective 7/1/16
Darcie Schwarz	-Assignment changes to EA Level IV, 7 hrs/day, ERMS, effective 8/29/16
Laura Wickham	-Assignment changes to Clerical Level III, 8 hrs/day, NMS, effective 8/1/16
Leave of Absence	
Kimberly Adamson	-EA, MWS, requests general leave of absence, effective 9/6/10 – 10/17/16
Release During Probation	
Darius Meyers	-EA Level IV, ST, effective 5/16/16
Resignation	
Melanie Briscoe	*Clerical Level IV, BHS, effective 8/8/16
Christina Cayer	*EA Level IV, ST, effective 8/4/16
Jennifer Jones	*AVID Tutor, District-Wide, effective 8/8/16
Sophie Kingsbury	-EA Level III, Rahn, effective 6/9/16
Sharon Roberson	*AVID Tutor, District-Wide, effective 8/8/16
Candi Ruthig	-Food Service Associate, BHS, effective 7/19/16

*added to original report
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Hunter Winey
Retirement

-EA Level II, SO, effective 7/13/16

Judith Berndt

-Clerical Level IV, after 22 years in the District, effective 10/3/16

Janet Stepes

-Clerical Level III, after 38 years in the District, effective 8/3/16

9

Coaches/Co-Curricular Appointment

Trevor Gebhart

-Replacement Assistant Football Coach, BHS, effective Fall Season 2016

Zacharie Schumack

-Replacement Head Wrestling Coach, BHS, Winter Season 2017

Nicole Sweeney

-Replacement Assistant Volleyball Coach, BHS, Fall Season 2016

Paul Tierney

-Replacement Head Boy's Swimming Coach, BHS, Winter Season 2017

**Agenda II.B.3.
August 11, 2016**

To: Members, Board of Education
Dr. Joe Gothard, Superintendent

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

Date: August 5, 2016

Re: Donations

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

RESOLUTION TO APPROVE AND ACCEPT DONATIONS

WHEREAS,

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

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

Moved by: _____

Seconded by: _____

Members in favor of the motion:

Members opposed:

Whereupon said Resolution was declared duly passed and adopted on August 11, 2016.

Jim Schmid
Clerk – Board of Education

Date	Donor	Recipient	Terms	Donation
4/29/2016	Vicki Roy	Community Education Youth Service	Ecuador Service Trip Donation for Students	\$10.00
4/29/2016	Carol Weishar	Community Education Youth Service	Ecuador Service Trip Donation for Students	\$100.00
6/1/2016	Kathleen Volner	Burnsville High School	Wells Fargo Matching Program	\$226.14
5/31/2016	Target	Harriet Bishop Elementary	Target Take Charge of Education	\$2,411.95
7/13/2016	Burnsville Lion's Club	M.W. Savage Elementary	M.W. Savage Learning Center	\$1,816.00
7/25/2016	Hospitality MN Education Foundation	Burnsville High School	Start Up Grant	\$2,500 to be used for purchasing textbooks for hospitality management and culinary arts classes
7/25/2016	National Restaurant Association Educational Foundation	Burnsville High School	Scholarship to attend teacher training	\$1,695.00
7/13/2016	Bosch Community Fund	District	The grant is awarded to initiate makerspaces in middle school.	\$12,000.00
7/11/2016	Patrick Stieg	Community Ed	BrainPower in a Backpack	\$26.00
8/1/2016	Greater Twin Cities United Way	ISD 191	The grant is awarded to initiate makerspaces in middle school.	\$5,000.00
8/2/2016	United Health Group	Harriet Bishop Elementary	To help support our students and staff	\$482.80
7/18/2016	ISD 191 Board of Education	Gideon Pond Elementary	books for the media center in memory of Thelma Hill	\$35.00

Total monetary contributions to accept: **\$26,302.89**



Future Ready. Community Strong.

**Agenda II.B.4.
August 11, 2016**

To: Board of Education, Members
From: Dr. Joe Gothard, Superintendent
Date: August 5, 2016
Re: Second Reading of Board Policy 413: *Harassment and Violence*

RECOMMENDATION: Approve, on a second reading basis, Board Policy 413: *Harassment and Violence*.

The first reading of Policy 413: *Harassment and Violence* was approved by the School Board on May 26, 2016. A board member requested that the Policy Review Committee review the reporting procedures on Policy 413 before the second reading of the policy. The Policy Review Committee reviewed Policy 413 during its meeting on June 21, 2016 and determined that no changes were needed to the policy because section V.F. of the policy addresses the school board's role in the reporting process, "If the complaint involves the superintendent, the report may be filed directly with the school board."

The policy and report form are attached for your review.

Adopted: 03/94
Reviewed: 5/26/2016
Revised: 8/11/2016
Rescinds: JBA-ACA, ACA & ACA-R

Burnsville-Eagan-Savage School District Policy 413

413 HARASSMENT AND VIOLENCE

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, gender identity, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, gender identity, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability. The school district prohibits any form of harassment or violence on the basis of race, color, creed, religion, national origin, sex, gender identity, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.
- B. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel harasses a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's race, color, creed, religion, national origin, sex, gender identity, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability, as defined by this policy. (For purposes of this policy, school district personnel includes school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)
- C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's race, color, creed, religion, national origin, sex, gender identity, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.
- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's race, color, creed,

religion, national origin, sex, gender identity, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability, and to discipline or take appropriate action against any student, teacher, administrator, or other school personnel who is found to have violated this policy.

III. DEFINITIONS

- A. “Assault” is:
1. an act done with intent to cause fear in another of immediate bodily harm or death;
 2. the intentional infliction of or attempt to inflict bodily harm upon another; or
 3. the threat to do bodily harm to another with present ability to carry out the threat.
- B. “Harassment” prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual’s or group of individuals’ race, color, creed, religion, national origin, sex, gender identity, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability when the conduct:
1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
 2. has the purpose or effect of substantially or unreasonably interfering with an individual’s work or academic performance; or
 3. otherwise adversely affects an individual’s employment or academic opportunities.
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. Protected Classifications; Definitions
1. “Disability” means any condition or characteristic that renders a person a disabled person. A disabled person is any person who:
 - a. has a physical, sensory, or mental impairment which materially limits one or more major life activities;
 - b. has a record of such an impairment; or
 - c. is regarded as having such an impairment.
 2. “Familial status” means the condition of one or more minors being

domiciled with:

- a. their parent or parents or the minor’s legal guardian; or
 - b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
3. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
 4. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
 5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
 6. “Sexual orientation” means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness. “Sexual orientation” does not include a physical or sexual attachment to children by an adult.
 7. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.
- F. Sexual Harassment; Definition
1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or

- b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
 - c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
2. Sexual harassment may include, but is not limited to:
- a. unwelcome verbal harassment or abuse;
 - b. unwelcome pressure for sexual activity;
 - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of students(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;
 - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
 - e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
 - f. unwelcome behavior or words directed at an individual because of gender.

G. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minn. Stat. § 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.
2. Sexual violence may include, but is not limited to:
 - a. touching, patting, grabbing, or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
 - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;

- c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
- d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to, race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of race, color, creed, religion, national origin, sex, gender identity, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct which may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices,

consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.
- G. In the District. The school board hereby designates the executive director of human resources as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.
- H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, or work assignments, or educational or work environment.
- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

Consequences for employees who permit, condone, or tolerate violence or harassment or engage in an act of reprisal or intentional false reporting of violence or harassment may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of violence or harassment may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

V. INVESTIGATION

- A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to

protect the target or victim, the complainant, students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.

- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulation.
- B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.
- C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

VII. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged harassment or violence prohibited by this policy, who testifies, assists, or participates in an investigation of retaliation or alleged harassment or violence, or who testifies, assists,

or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the harassment or violence. Remedial responses to the harassment or violence shall be tailored to the particular incident and nature of the conduct.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do 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, initiating civil action, or seeking redress under state criminal statutes and/or federal law.

IX. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minn. Stat. § 626.556 may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.
- B. This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- C. This policy shall appear in the student handbook.
- D. The school district will develop a method of discussing this policy with students and employees.
- E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
 Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
 Minn. Stat. § 121A.031 (School Student Bullying Policy)
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
 Minn. Stat. § 609.341 (Definitions)
 Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
 20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
 29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
 29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
 42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
 42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
 42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
 42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References: Burnsville-Eagan-Savage Policy 102 (Equal Educational Opportunity)
 Burnsville-Eagan-Savage Policy 401 (Equal Employment Opportunity)
 Burnsville-Eagan-Savage Policy 402 (Disability Nondiscrimination Policy)
 Burnsville-Eagan-Savage Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 Burnsville-Eagan-Savage Policy 406 (Public and Private Personnel Data)
 Burnsville-Eagan-Savage Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
 Burnsville-Eagan-Savage Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
 Burnsville-Eagan-Savage Policy 506 (Student Discipline)
 Burnsville-Eagan-Savage Policy 514 (Bullying Prohibition Policy)
 Burnsville-Eagan-Savage Policy 515 (Protection and Privacy of Pupil Records)
 Burnsville-Eagan-Savage Policy 521 (Student Disability Nondiscrimination)
 Burnsville-Eagan-Savage Policy 522 (Student Sex Nondiscrimination)
 Burnsville-Eagan-Savage Policy 524 (Internet Acceptable Use and Safety Policy)
 Burnsville-Eagan-Savage Policy 525 (Violence Prevention)
 Burnsville-Eagan-Savage Policy 526 (Hazing Prohibition)
 Burnsville-Eagan-Savage Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

INDEPENDENT SCHOOL DISTRICT NO. 191
HARASSMENT AND VIOLENCE REPORT FORM

General Statement of Policy Prohibiting Harassment and Violence

Independent School District No. 191 maintains a firm policy prohibiting all forms of discrimination. Harassment or violence against students or employees or groups of students or employees on the basis of race, color, creed, religion, national origin, sex, gender identity, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability is strictly prohibited. All persons are to be treated with respect and dignity. Harassment or violence on the basis of race, color, creed, religion, national origin, sex, gender identity, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability by any pupil, teacher, administrator, or other school personnel, which create an intimidating, hostile, or offensive environment will not be tolerated under any circumstances.

Complainant _____
Home Address _____
Work Address _____
Home Phone _____ Work Phone _____

Date of Alleged Incident(s) _____

Basis of Alleged Harassment/Violence - circle as appropriate: race \ color \ creed \ religion \ national origin \ sex \ gender identity \ age \ marital status \ familial status \ status with regard to public assistance \ sexual orientation \ disability

Name of person you believe harassed or was violent toward you or another person or group.

If the alleged harassment or violence was toward another person or group, identify that person or group. _____

Describe the incident(s) as clearly as possible, including such things as: what force, if any, was used; any verbal statements (i.e., threats, requests, demands, etc.); what, if any, physical contact was involved; etc. (Attach additional pages if necessary.) _____

Where and when did the incident(s) occur? _____

List any witnesses that were present _____

This complaint is filed based on my honest belief that _____ has harassed or has been violent to me or to another person or group. I hereby certify that the information I have provided in this complaint is true, correct, and complete to the best of my knowledge and belief.

(Complainant Signature)

(Date)

Received by _____

(Date)

**Agenda II.B.5.
August 11, 2016**

**To: Members, Board of Education
Superintendent Gothard**

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

Date: August 11, 2016

**Re: Change Orders #01, #02 and #03 for the 2016 Diamondhead Education
Center and Administrative Service Center Alterations**

RECOMMENDATION: That the Board of Education approves change orders #01, #02 and #03 for the 2016 Alterations to Diamondhead Education Center and Administrative Service Center.

On March 10, 2016 the School Board approved the bids for contract #0610, #2300 and #2600 for the Diamondhead Education Center and Administrative Service Center projects.

Change order #01 for contract #2600 (Gopher, LLC.) is a deduct in the amount of (\$2,790.00). The removal of the sound enhancement audio systems infrastructure to the classrooms is the reason for this reduction.

Change order #02 for contract #2600 (Gopher, LLC.) is in the amount of \$22,645.00. Items on this change order include owner directed boardroom technology revisions, exit lighting revisions, additional smoke detectors and the addition of emergency lighting to the ASC building to meet code are the reasons for the increased cost to this contract.

Change order #03 for contract #0610 (George F. Cook Construction Co.) is in the amount of \$68,878.00. Items on this change order include owner directed casework revisions in the new boardroom, parking revisions at Diamondhead, spray on fireproofing to meet code at Diamondhead and revisions at the ASC building to meet fire code.



To date total change orders in amount of \$83,733.00 to the 3 contract amounts of \$2,016,300.00 brings the total contracts with change orders to \$2,100,033.00. This represents change orders of 4.15% of original bid amounts.

The items on these change orders have been reviewed and validated by ATS&R Architects and Engineers and WENCK Construction Inc.

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JUL 06 2016

JUL 18 2016

(Instructions on reverse side)

OWNER	<input checked="" type="checkbox"/>	PCO#01
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>	27
ARCHITECT	<input checked="" type="checkbox"/>	
CONTRACTOR	<input checked="" type="checkbox"/>	
FIELD	<input type="checkbox"/>	
OTHER	<input type="checkbox"/>	

PROJECT: DIAMONDHEAD & ADMIN. SVC. CNTR
 (Name and address) BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS
 100 RIVER RIDGE COURT
 BURNSVILLE, MN 55337

CHANGE ORDER NO.: 2600.001
 INITIATION DATE: 05/25/16
 PROJECT NOS.: 301504.04
 CONTRACT FOR: Contract #2600 Electrical
 CONTRACT DATE: 3/11/2016

TO CONTRACTOR:
 (Name and address) GOPHER, LLC
 2330 LEIBEL STREET
 ST. PAUL, MN 55110

The Contract is changed as follows:

Provide labor and material as necessary to complete the work for noted on the attached Page #2

RECEIVED

JUL 12 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 570,000.00
Net change by previously authorized Change Orders	\$ 0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 570,000.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$ (2,790.00)
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$ 567,210.00
The Contract Time will be (increased) (decreased) (unchanged) by	Zero (- 0 -) days
The date of Substantial Completion as of the date of this Change Order therefore is	unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION, INC.
 CONSTRUCTION MANAGER
 7500 OLSON MEMORIAL HWY, STE 300, GOLDEN VALLEY, MN 55427
 ADDRESS
 BY Shane Barth 7/7/16 DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN
 ARCHITECTS
 ARCHITECT
 332 Minnesota Street, W2000, St. Paul, Minnesota 55101
 ADDRESS
 BY [Signature] 7/14/16 DATE

GOPHER, LLC
 CONTRACTOR
 2330 Leibel Street, St. Paul, MN 55110
 ADDRESS
 BY [Signature] 6/12/2016 DATE

BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS
 OWNER
 100 River Ridge Court, Burnsville, MN 55337
 ADDRESS
 BY _____ DATE



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Change Order

Diamondhead & Administrative Service

Project # 30150404

Tel: Fax:

Date: 5/25/2016

Contractor:

Gopher, LLC
2330 Leibel Street
St. Paul, MN 55110

Architect's Project No:

Contract Date:

Contract Number: 2600

Change Order Number: 001

The Contract is hereby revised by the following items:

Sound Enhancement Audio Systems

PCO	Item #	Description	Amount
RFCOP#003	001	Sound Enhancement Audio Systems	-2,790

The original Contract (s) Value was.....	570,000
Sum of changes by prior Change Orders.....	0
The Contract Value prior to this Change Order was.....	570,000
The Contract Value will be changed by this Change Order in the amount of.....	-2,790
The new Contract Value including this Change Order will be.....	567,210
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JUL 06 2016

JUL 18 2016

(Instructions on reverse side)

OWNER	<input checked="" type="checkbox"/>
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PCO#02 29

PROJECT: DIAMONDHEAD & ADMIN. SVC. CNTR
 (Name and address) BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS
 100 RIVER RIDGE COURT
 BURNSVILLE, MN 55337

CHANGE ORDER NO.: 2600.002
 INITIATION DATE: 06/23/2016
 PROJECT NOS.: 301504.04
 CONTRACT FOR: Contract #2600 Electrical
 CONTRACT DATE: 3/11/2016

TO CONTRACTOR:
 (Name and address) GOPHER, LLC
 2330 LEIBEL STREET
 ST. PAUL, MN 55110

The Contract is changed as follows:

Provide labor and material as necessary to complete the work for noted on the attached Page #2

RECEIVED

JUL 12 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Quaranteed Maximum Price) was	\$ 570,000.00
Net change by previously authorized Change Orders	\$ (2,790.00)
The (Contract Sum) (Quaranteed Maximum Price) prior to this Change Order was	\$ 567,210.00
The (Contract Sum) (Quaranteed Maximum Price) will be (increased) (Decreased) by this Change Order	\$ 22,645.00
The new (Contract Sum) (Quaranteed Maximum Price) including this Change Order will be	\$ 589,855.00
The Contract Time will be (Increased) (unchanged) by	Zero (- 0 -) days
The date of Substantial Completion as of the date of this Change Order therefore is	unchanged

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION, INC.
 CONSTRUCTION MANAGER
 7500 OLSON MEMORIAL HWY, STE 300, GOLDEN VALLEY, MN 55427
 ADDRESS
 BY *Shawn Butts* 7/7/16 DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN
 ARCHITECTS
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS
 BY *W. J. J. J.* 7/14/16 DATE

GOPHER, LLC
 CONTRACTOR
 2330 Leibel Street, St. Paul, MN 55110
 ADDRESS
 BY *By K. B. B.* 6/2/2016 DATE

BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS
 OWNER
 100 River Ridge Court, Burnsville, MN 55337
 ADDRESS
 BY _____ DATE



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Subcontract Change Order

Detailed, Grouped by Each Number

Diamondhead & Administrative Service

Project # 30150404

Tel: Fax:

Date: 6/23/2016

To Subcontractor/Vendor:

Gopher, LLC
2330 Leibel Street
St. Paul, MN 55110

Architect's Project No:

Contract Date:

Contract Number: 2600

Change Order Number: 002

The Contract is hereby revised by the following items:

Approved RFCOPs

PCO	Item #	Description	Amount
RFCOP#007R	001	Boardroom Technology	12,145
RFCOP#008	001	GE - Lighting and smoke detector revisions.	8,736
RFCOP#012	001	Emergency Lights/Exit Signs	1,764

The original Contract Value was.....	570,000
Sum of changes by prior Subcontract Change Orders.....	-2,790
The Contract Value prior to this Subcontract Change Order was.....	567,210
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	22,645
The new Contract Value including this Subcontract Change Order will be.....	589,855
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Subcontract Change Order is.....	

CONTRACTOR _____

Address _____

BY _____

SIGNATURE _____

DATE _____

Gopher, LLC

SUBCONTRACTOR/VENDOR _____

2330 Leibel Street

St. Paul, MN 55110

Address _____

BY GARY R. BLIX

SIGNATURE [Signature]

DATE 7/6/2016

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JUL 18 2016

JUL 26 2016

OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PCO#03

31

ISD 191

JUL 27 2016

OPERATIONS

(Instructions on reverse side)

PROJECT: DIAMONDHEAD & ADMIN. SVC. CNTR
 (Name and address) BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS
 100 RIVER RIDGE COURT
 BURNSVILLE, MN 55337

CHANGE ORDER NO.: 0610-01

INITIATION DATE: 06/23/16

TO CONTRACTOR:
 (Name and address) GEORGE F. COOK CONSTRUCTION
 2300 NEVADA AVENUE NORTH
 STE 200
 GOLDEN VALLEY, MN 55427

PROJECT NOS.: 301504.04

CONTRACT FOR: Contract #0610 General Constructio

CONTRACT DATE: 3/11/2016

The Contract is changed as follows:

Provide labor and material as necessary to complete the work for noted on the attached Page #2

RECEIVED

JUL 21 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Quantity Maximum Price) was	\$ 1,074,800.00
Net change by previously authorized Change Orders	\$ 0.00
The (Contract Sum) (Quantity Maximum Price) prior to this Change Order was	\$ 1,074,800.00
The (Contract Sum) (Quantity Maximum Price) will be (increased) (Decreased) by this Change Order	\$ 63,878.00
The new (Contract Sum) (Quantity Maximum Price) including this Change Order will be	\$ 1,138,678.00
The Contract Time will be (Increased) (unchanged) by	Zero (- 0 -) days
The date of Substantial Completion as of the date of this Change Order therefore is	unchanged

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION, INC.

CONSTRUCTION MANAGER
 7500 OLSON MEMORIAL HWY, STE 300, GOLDEN VALLEY, MN 55427

ADDRESS Mark Hovelson
 BY Mark Hovelson DATE 7/19/16

GEORGE F. COOK CONSTRUCTION

CONTRACTOR
 2300 Nevada Avenue North, Ste 200 Golden Valley, MN 55427

ADDRESS Eric A. Cook
 BY Eric A. Cook DATE 7-13-16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN
ARCHITECTS

ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427

ADDRESS W J Hup
 BY W J Hup DATE 7/25/16

BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS

OWNER
 100 River Ridge Court, Burnsville, MN 55337

ADDRESS
 BY _____ DATE _____



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Subcontract Change Order

Detailed, Grouped by Each Number

Diamondhead & Administrative Service

Project # 30150404

Tel: Fax:

Date: 6/23/2016

To Subcontractor/Vendor:

George F. Cook Construction
2300 Nevada Avenue North Suite 200
Golden Valley, Minnesota 55427

Architect's Project No:

Contract Date:

Contract Number: 0610

Change Order Number: 001

The Contract is hereby revised by the following items:

Approved COR & RFCOPs

PCO	Item #	Description	Amount
COR#001	001	GFC - Changes made to casework shop drawings by ATS&R	1,030
RFCOP#004	001	GFC - Casework, demo, provide fire rating to walls & openings at ASC	48,096
RFCOP#005	001	Casework Revisions	2,470
RFCOP#006	001	GFC - Parking Revisions (minus striping)	1,406
RFCOP#009	001	DEC-Spray Fireproofing	10,876

The original Contract Value was.....	1,074,800
Sum of changes by prior Subcontract Change Orders.....	0
The Contract Value prior to this Subcontract Change Order was.....	1,074,800
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	63,878
The new Contract Value including this Subcontract Change Order will be.....	1,138,678
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Subcontract Change Order is.....	

CONTRACTOR

George F. Cook Construction

SUBCONTRACTOR/VENDOR

2300 Nevada Avenue North Suite 200
Golden Valley, Minnesota 55427

Address

Address

BY

BY

SIGNATURE

SIGNATURE

DATE

DATE

fla

DEC / Best Budget Report with Change Orders

Information	Company	Wenck Estimates	Awarded Bid	Change Orders To Date	Percent of Change	Numer of Change Orders	Contract Amount With Change Orders	Percent of Completion
Bid DEC,Best								
Contract #2600 Electrical	Gopher LLC.	\$543,100.00	\$570,000.00	\$19,855.00	3.48%	2	\$589,855.00	10.98%
Contract #2300 Mechanical	Northland Mechanical Contractors, Inc.	\$264,900.00	\$371,500.00	\$0.00	0.00%		\$371,500.00	28.86%
Contract #0610 Gen. construction	George F. Cook Construction Co.	\$990,019.00	\$1,074,800.00	\$63,878.00	5.94%	1	\$1,138,678.00	14.87%
		<u>\$1,798,019.00</u>	<u>\$2,016,300.00</u>	<u>\$83,733.00</u>			<u>\$2,100,033.00</u>	
	Grand Totals	<u>\$1,798,019.00</u>	<u>\$2,016,300.00</u>	<u>\$83,733.00</u>	4.15%		<u>\$2,100,033.00</u>	
				REVIEW AND COMMENT CONSTRUCTION BUDGET			<u>\$1,253,500.00</u>	

**Agenda II.B.6.
August 11, 2016**

**To: Members, Board of Education
Superintendent Gothard**

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

Date: August 11, 2016

Re: Change Order #004, #005 and #006 for the 2016 Additions and Alterations to Metcalf Middle School, William Byrne Elementary and Rahn Elementary schools

RECOMMENDATION: That the Board of Education approves change orders #004, #005 and #006 for the 2016 Additions and Alterations to Metcalf Middle School, William Byrne Elementary, and Rahn Elementary schools.

On December 17th, 2015 the School Board approved the bids for contracts #0610, #2300, and #2600 for the 2016 Additions and Alterations to Metcalf Middle School, William Byrne Elementary and Rahn Elementary schools.

Change order #004 for contract #0610 (Morcon Construction Co.Inc.) is in the amount of \$5,838.00. The addition of four doors and frames and the addition of a sidelight to the computer room door are the reasons for the change in this contract. These items were showing on the design plans but not on the schedules so the contractor did not include these in his bid.

Change order #005 for contract #0610 (Morcon Construction Co.Inc.) is in the amount of \$2,541.00. A change in wall and roof panel colors at Metcalf and Rahn are the reasons for the costs increase to this contract.

Change order #006 for contract #0610 (Morcon Construction Co.Inc.) is in the amount of \$18,572.00. Items on this change order include changing the style of a window frame at Metcalf, a concrete infill from the new addition and existing building at Byrne, carpet in the classrooms in lieu of vinyl tile at Byrne and provide carpet and base in the music room at Rahn that was not in the bid documents.



Future Ready. Community Strong.

To date total change orders in amount of \$47,687.00 to the three contract amounts of \$4,342,600.00 brings the total contracts with change orders to \$4,390,287.00. This represents change orders of 1.10% of original bid amounts.

The items on these change orders have been reviewed and validated by ATS&R Architects and Engineers and WENCK Construction Inc.

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

MAY 31 2016

JUN 15 2016

OWNER	<input checked="" type="checkbox"/>	PCO#04
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>	
ARCHITECT	<input checked="" type="checkbox"/>	
CONTRACTOR	<input checked="" type="checkbox"/>	
FIELD	<input type="checkbox"/>	
OTHER	<input type="checkbox"/>	

36

(Instructions on reverse side)

PROJECT: WILLIAM BYRNE / RAHN / METCALF
 (Name and address) BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS
 100 RIVER RIDGE COURT
 BURNSVILLE, MN 55337

CHANGE ORDER NO.: 0610-03

INITIATION DATE: 05/03/2016

TO CONTRACTOR:
 (Name and address) MORCON CONSTRUCTION CO, INC.
 5905 GOLDEN VALLEY RD
 GOLDEN VALLEY, MN 55420

PROJECT NOS.: 301504.02

CONTRACT FOR: Contract #0610 General Construction

CONTRACT DATE: 2/12/2016

The Contract is changed as follows:

Provide labor and material as necessary to complete the work for noted on the attached Page #2

RECEIVED

JUN 10 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 2,949,700.00
Net change by previously authorized Change Orders	\$ 17,139.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 2,966,839.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) by this Change Order	\$ 5,838.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be ...	\$ 2,972,677.00
The Contract Time will be (increased) (unchanged) by	(- 0 -) days
The date of Substantial Completion as of the date of this Change Order therefore is	unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION, INC.
 CONSTRUCTION MANAGER
 7500 OLSON MEMORIAL HWY, STE 300, GOLDEN VALLEY, MN 55427
 ADDRESS
 BY Mark Hovelson 6/6/16
 DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN
 ARCHITECTS
 8501 Golden Valley Road, Suite 300 Minneapolis, MN 55427
 ADDRESS
 BY [Signature] 6/13/16
 DATE

MORCON CONSTRUCTION CO, INC.
 CONTRACTOR
 5905 Golden Valley Rd., Golden Valley, MN 55420
 ADDRESS
 BY [Signature] 5/16/16
 DATE

BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS
 OWNER
 100 River Ridge Court, Burnsville, MN 55337
 ADDRESS
 BY _____ DATE



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Subcontract Change Order

37

Detailed, Grouped by Each Number

William Bryne-Rahn Metcalf

Project # 30150402

Tel: Fax:

Date: 5/3/2016

To Subcontractor/Vendor:

Morcon Construction Co., Inc.
5905 Golden Valley Road
Golden Valley, MN 55420

Architect's Project No:

Contract Date:

Contract Number: 0610

Change Order Number: 003

The Contract is hereby revised by the following items:

Approved COR's per ATS&R

PCO	Item #	Description	Amount
COR#001	001	MC - Rahn, Add (4) doors and frames shown on plans but not scheduled.	4,510
COR#003	001	MC - Add sidelight to door AN007. Sidelight shown on plan but not on schedule.	1,328

The original Contract Value was.....	2,949,700
Sum of changes by prior Subcontract Change Orders.....	17,139
The Contract Value prior to this Subcontract Change Order was.....	2,966,839
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	5,838
The new Contract Value including this Subcontract Change Order will be.....	2,972,677
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Subcontract Change Order is.....	

CONTRACTOR

Address

BY

SIGNATURE

DATE

Morcon Construction Co., Inc.

SUBCONTRACTOR/VENDOR

5905 Golden Valley Road
Golden Valley, MN 55420

Address

BY

SIGNATURE

DATE

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa MAY 31 2016

OWNER	<input checked="" type="checkbox"/>	PCO#05
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>	
ARCHITECT	<input checked="" type="checkbox"/>	
CONTRACTOR	<input checked="" type="checkbox"/>	
FIELD	<input type="checkbox"/>	
OTHER	<input type="checkbox"/>	

38

JUN 15 2016

(Instructions on reverse side)

PROJECT: WILLIAM BYRNE / RAHN / METCALF
 (Name and address) BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS
 100 RIVER RIDGE COURT
 BURNSVILLE, MN 55337

CHANGE ORDER NO.: 0610-04
 INITIATION DATE: 05/05/2016
 PROJECT NOS.: 301504.02
 CONTRACT FOR: Contract #0610 General Construction
 CONTRACT DATE: 2/12/2016

TO CONTRACTOR:
 (Name and address) MORCON CONSTRUCTION CO, INC.
 5905 GOLDEN VALLEY RD
 GOLDEN VALLEY, MN 55420

The Contract is changed as follows:

Provide labor and material as necessary to complete the work for noted on the attached Page #2

RECEIVED

JUN 10 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 2,949,700.00
Net change by previously authorized Change Orders	\$ 22,977.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 2,972,677.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) by this Change Order	\$ 2,541.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$ 2,975,218.00
The Contract Time will be (increased) (unchanged) by	(- 0 -) days
The date of Substantial Completion as of the date of this Change Order therefore is	unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION, INC.
 CONSTRUCTION MANAGER
 7500 OLSON MEMORIAL HWY, STE 300, GOLDEN VALLEY, MN 55427
 ADDRESS
 BY Mark Hovelson 6/6/16
 DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN
 ARCHITECTS
 8501 Golden Valley Road, Suite 300 Minneapolis, MN 55427
 ADDRESS
 BY [Signature] 6/13/16
 DATE

MORCON CONSTRUCTION CO, INC.
 CONTRACTOR
 5905 Golden Valley Rd., Golden Valley, MN 55420
 ADDRESS
 BY [Signature] 5/23/16
 DATE

BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS
 OWNER
 100 River Ridge Court, Burnsville, MN 55337
 ADDRESS
 BY _____ DATE



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Subcontract Change Order

89

Detailed, Grouped by Each Number

William Bryne-Rahn Metcalf

Project # 30150402

Tel: Fax:

Date: 5/5/2016

To Subcontractor/Vendor:

Morcon Construction Co., Inc.
5905 Golden Valley Road
Golden Valley, MN 55420

Architect's Project No:

Contract Date:

Contract Number: 0610

Change Order Number: 004

The Contract is hereby revised by the following items:

Approved COR#005

PCO	Item #	Description	Amount
COR#005	001	Wall & Roof panel material change at Metcalf & Rahn	2,541

The original Contract Value was.....	2,949,700
Sum of changes by prior Subcontract Change Orders.....	22,977
The Contract Value prior to this Subcontract Change Order was.....	2,972,677
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	2,541
The new Contract Value including this Subcontract Change Order will be.....	2,975,218
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Subcontract Change Order is.....	

CONTRACTOR

Address

BY

SIGNATURE

DATE

Morcon Construction Co., Inc.

SUBCONTRACTOR/VENDOR

5905 Golden Valley Road
Golden Valley, MN 55420

Address

BY

SIGNATURE

DATE

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa JUL 11 2016

JUL 19 2016

(Instructions on reverse side)

OWNER	<input checked="" type="checkbox"/>	PCO#06
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>	40
ARCHITECT	<input checked="" type="checkbox"/>	
CONTRACTOR	<input checked="" type="checkbox"/>	
FIELD	<input type="checkbox"/>	
OTHER	<input type="checkbox"/>	

PROJECT: WILLIAM BYRNE / RAHN / METCALF
 (Name and address) BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS
 100 RIVER RIDGE COURT
 BURNSVILLE, MN 55337

CHANGE ORDER NO.: 0610-05
 INITIATION DATE: 06/23/2016
 PROJECT NOS.: 301504.02
 CONTRACT FOR: Contract #0610 General Construction
 CONTRACT DATE: 2/12/2016

TO CONTRACTOR:
 (Name and address) MORCON CONSTRUCTION CO, INC.
 5905 GOLDEN VALLEY RD
 GOLDEN VALLEY, MN 55420

The Contract is changed as follows:

Provide labor and material as necessary to complete the work for noted on the attached Page #2

RECEIVED

JUL 15 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Quantity Maximum Price) was	\$ 2,949,700.00
Net change by previously authorized Change Orders	\$ 25,518.00
The (Contract Sum) (Quantity Maximum Price) prior to this Change Order was	\$ 2,975,218.00
The (Contract Sum) (Quantity Maximum Price) will be (increased) (Decreased / Unchanged) by this Change Order	\$ 18,572.00
The new (Contract Sum) (Quantity Maximum Price) including this Change Order will be	\$ 2,993,790.00
The Contract Time will be (Increased / Decreased) (unchanged) by	(- 0 -) days
The date of Substantial Completion as of the date of this Change Order therefore is	unchanged

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION, INC.
 CONSTRUCTION MANAGER
 7500 OLSON MEMORIAL HWY, STE 300, GOLDEN VALLEY, MN 55427
 ADDRESS Shawn Butts 7/12/16
 BY _____ DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN
 ARCHITECTS
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS W J Rydeen 7/18/16
 BY _____ DATE

MORCON CONSTRUCTION CO, INC.
 CONTRACTOR
 5905 Golden Valley Rd., Golden Valley, MN 55420
 ADDRESS [Signature] 7/5/16
 BY _____ DATE

BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS
 OWNER
 100 River Ridge Court, Burnsville, MN 55337
 ADDRESS _____
 BY _____ DATE



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Subcontract Change Order

41

Detailed, Grouped by Each Number

William Bryne-Rahn Metcalf

Project # 30150402

Tel: Fax:

Date: 6/23/2016

To Subcontractor/Vendor:

Morcon Construction Co., Inc.
5905 Golden Valley Road
Golden Valley, MN 55420

Architect's Project No:

Contract Date:

Contract Number: 0610

Change Order Number: 005

The Contract is hereby revised by the following items:

Approved COR & RFCOPs & ASI#005

PCO	Item #	Description	Amount
ASI#005	001	MC - Provide new frame 1/AR24 in lieu of frame 3D/A9.1	1,952
COR#004	001	MC - Byrne, Concrete infill between precast and curved existing building	1,818
RFCOP#002R	001	MC - Provide new carpet and base in Music Room A 123 and new accent circle	9,742
RFCOP#008R	001	MC - Byrne - Provide carpet and VT in lieu of VCT in classrooms	5,060

The original Contract Value was.....	2,949,700
Sum of changes by prior Subcontract Change Orders.....	25,518
The Contract Value prior to this Subcontract Change Order was.....	2,975,218
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	18,572
The new Contract Value including this Subcontract Change Order will be.....	2,993,790
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Subcontract Change Order is.....	

CONTRACTOR

Address

BY

SIGNATURE

DATE

Morcon Construction Co., Inc.

SUBCONTRACTOR/VENDOR

5905 Golden Valley Road
Golden Valley, MN 55420

Address

BY

SIGNATURE

DATE

Metcalfe/Byrne/Rahn Budget Report with Change Orders

Information	Company	Wenck Estimates	Awarded Bid	Change Orders To Date	Percent of Change	Numer of Change Orders	Contract Amount With Change Orders	Percent of Completion
Bid Metcalfe,Rahn,Byrne								
Contract #2600 Electrical/Communication/Security/Sound	A.J. Moore Electric, Inc.	\$524,800.00	\$602,000.00	\$3,597.00	0.60%	1	\$605,597.00	25.05%
Contract #2300 Mechanical	Norther Air Corporation	\$911,550.00	\$790,900.00	\$0.00	0.00%	0	\$790,900.00	19.82%
Contract #0610 General Construction	Morcon Construction	\$3,075,056.00	\$2,949,700.00	\$44,090.00	1.49%	5	\$2,993,790.00	33.66%
		<u>\$4,511,406.00</u>	<u>\$4,342,600.00</u>	<u>\$47,687.00</u>			<u>\$4,390,287.00</u>	
	Grand Totals	<u>\$4,511,406.00</u>	<u>\$4,342,600.00</u>	<u>\$47,687.00</u>	1.10%		<u>\$4,390,287.00</u>	
							<u>\$4,032,129.00</u>	

REVIEW AND COMMENT CONSTRUCTION BUDGET WITH ALTERNATIVE FACILITIES FUNDING

**Agenda II.B.7.
August 11, 2016**

**To: Members, Board of Education
Superintendent Gothard**

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

Date: August 11, 2016

**Re: Change Orders #04, #05, #06, #07, #08, #09, #10 and #12 for the 2016
Alterations to Nicollet Middle School, Edward Neill, Sky Oaks and Harriet
Bishop Elementary schools**

RECOMMENDATION: That the Board of Education approves change orders #04, #05, #06, #07, #08, #09, #10 and #12 for the 2016 Alterations to Nicollet Middle School, Edward Neill, Sky Oaks and Harriet Bishop Elementary schools.

On January 14, 2016 the School Board approved the bids for contract #0980 and on February 11, 2016 the School Board approved the bids for contracts #0610, #2300, and #2600 for the 2016 Alterations to Nicollet Middle School, Edward Neill, Sky Oaks and Harriet Bishop Elementary schools.

Change order #04 for contract #2600 (CM Construction Company, Inc.) is in the amount of \$6,629.00. The reason for this change was to add exit/emergency lighting to meet current building codes and a change in fixture type in the new kindergarten rooms.

Change order #05 for contract #2600 (CM Construction Company, Inc.) is in the amount of \$30,466.00. Additional power and data in the serving area due to reconfiguration of the food service equipment and serving carts is the reason for this change.

Change order #06 for contract #0610 (CM Construction Company, Inc.) is a deduct in the amount of (\$47,052.00). The deletion of the solar control glazing film on the exterior of the skylights at Sky Oaks is the reason for this change.

Change order #07 for contract #0610 (CM Construction Company, Inc.) is a deduct in the amount of (\$2,288.00). A change from a removable core lock to a regular rim cylinder lock is the reason for this deduction.

Change order #08 for contract #2600 (CM Construction Company, Inc.) is a deduct in the amount of (\$6,532.00). The removal of the sound enhancement audio systems infrastructure to the classrooms is the reason for this reduction.

Change order #09 for contract #2600 (CM Construction Company, Inc.) is a deduct in the amount of (\$11,882.00). Items on this change order include the deletion of IP cameras and card readers and the deletion of Wi-Fi locations that were specified on the documents but were not needed on this project. Other items include disconnecting power at the teaching station in the science rooms at Nicollet for demolition.

Change order #10 for contract #0610 (CM Construction Company, Inc.) is in the amount of \$9,866.00. Items on this change order include changing the size of the sound panels in the cafeteria from 6 foot to 8 foot, increasing the size of the dust collector pad and installing whiteboards and adding cork boards in the shops area at Nicollet.

Change order #12 for contract #0610 (CM Construction Company, Inc.) is in the amount of \$16,122.00. Items on this change order include a deduct for not providing a job trailer, an add for removing existing ACT ceiling not called out on the plans at Neill, demolition of existing ceilings and the addition of new ceilings at Sky Oaks, provide a sheet rock overlay to walls that had cork on them that was not known until wallpaper was removed and to add walls to classrooms where demountable partitions were thought to be but were not at Sky Oaks.

To date total change orders in the amount of \$12,556.00 to the four contract amounts of \$2,916,255.00 brings the total contracts with change orders to \$2,928,811.00. This represents change orders of 0.43% of original bid amounts.

The items on these change orders have been reviewed and validated by ATS&R Architects and Engineers and WENCK Construction Inc.

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

MAY 23 2016 JUN 15 2016

JUN 01 2016 JUN 30 2016

OWNER

CONSTRUCTION MANAGER

ARCHITECT

CONTRACTOR

FIELD

OTHER

PCO#04

45

(Instructions on reverse side)

PROJECT: NEILL/ SKY OAKS/ NICOLLET/ BISHOP
 (Name and address) BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS
 100 RIVER RIDGE COURT
 BURNSVILLE, MN 55337

CHANGE ORDER NO.: 2600-01

INITIATION DATE: 05/12/16

TO CONTRACTOR:
 (Name and address) CM CONSTRUCTION CO, INC.
 12215 NICOLLET AVENUE SOUTH
 BURNSVILLE, MN 55337

PROJECT NOS.: 301504.03

CONTRACT FOR: Contract #2600 Electrical

CONTRACT DATE: 1/15/2016

The Contract is changed as follows:

Provide labor and material as necessary to complete the work for noted on the attached Page #2

RECEIVED RECEIVED

MAY 31 2016

JUN 10 2016

ARMSTRONG, TORSETH
 SKOLD & RYDEEN, INC. ARMSTRONG, TORSETH
 SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Quantity Maximum Price) was	\$ 466,750.00
Net change by previously authorized Change Orders	\$ 0.00
The (Contract Sum) (Quantity Maximum Price) prior to this Change Order was	\$ 466,750.00
The (Contract Sum) (Quantity Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$ 6,629.00
The new (Contract Sum) (Quantity Maximum Price) including this Change Order will be ...	\$ 473,379.00
The Contract Time will be (increased) (unchanged) by	-0- (- 0 -) days
The date of Substantial Completion as of the date of this Change Order therefore is	unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION, INC.

CONSTRUCTION MANAGER
 7500 OLSON MEMORIAL HWY, STE 300, GOLDEN VALLEY, MN 55427

ADDRESS Mark Hovelson
 BY 6/6/16
 DATE

CM CONSTRUCTION COMPANY, INC.

CONTRACTOR
 12215 Nicollet Avenue South, Burnsville, MN 55337

ADDRESS Jim Z.
 BY 5/19/16
 DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS

8501 Golden Valley Road, Suite 300 Minneapolis, MN 55427
 ADDRESS

W. J. J. J. 6/13/16
 BY DATE

BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS

OWNER
 100 River Ridge Court, Burnsville, MN 55337

ADDRESS
 BY DATE



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Subcontract Change Order

46

Detailed, Grouped by Each Number

Neill/Sky Oaks/Nicollet/Bishop

Project # 30150403

Tel: Fax:

Date: 5/12/2016

To Subcontractor/Vendor:
CM Construction Company, Inc.
12215 Nicollet Avenue South
Burnsville, MN 55337

Architect's Project No:
Contract Date:
Contract Number: 2600
Change Order Number: 001

The Contract is hereby revised by the following items:

Approved RFCOP#002

PCO	Item #	Description	Amount
RFCOP#002	001	Exit/Emergency, Exit, and Type AEM Lights	6,629

The original Contract Value was.....	466,750
Sum of changes by prior Subcontract Change Orders.....	0
The Contract Value prior to this Subcontract Change Order was.....	466,750
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	6,629
The new Contract Value including this Subcontract Change Order will be.....	473,379
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Subcontract Change Order is.....	

CONTRACTOR

Address

BY

SIGNATURE

DATE

CM Construction Company, Inc.

SUBCONTRACTOR/VENDOR

12215 Nicollet Avenue South
Burnsville, MN 55337

Address

BY

SIGNATURE

DATE

Jim Oliver
Jim Oliver
5/19/16

Om

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JUN 03 2016 JUN 30 2016

JUN 15 2016

OWNER	<input checked="" type="checkbox"/>
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PCO#05 47

(Instructions on reverse side)

PROJECT: NEILL/ SKY OAKS/ NICOLLET/ BISHOP
 (Name and address) BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS
 100 RIVER RIDGE COURT
 BURNSVILLE, MN 55337

CHANGE ORDER NO.: 2600-02

INITIATION DATE: 05/23/16

TO CONTRACTOR:
 (Name and address) CM CONSTRUCTION CO, INC.
 12215 NICOLLET AVENUE SOUTH
 BURNSVILLE, MN 55337

PROJECT NOS.: 301504.03

CONTRACT FOR: Contract #2600 Electrical

CONTRACT DATE: 1/15/2016

The Contract is changed as follows:

Provide labor and material as necessary to complete the work for noted on the attached Page #2

RECEIVED

JUN 10 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 466,750.00
Net change by previously authorized Change Orders	\$ 6,629.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 473,379.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) by this Change Order	\$ 30,466.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$ 503,845.00
The Contract Time will be (increased) (unchanged) by	-0- (- 0 -) days
The date of Substantial Completion as of the date of this Change Order therefore is	unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION, INC.

CONSTRUCTION MANAGER
7500 OLSON MEMORIAL HWY, STE 300, GOLDEN VALLEY, MN 55427

ADDRESS
BY *Mark Hoelzer* 6/6/16 DATE

CM CONSTRUCTION COMPANY, INC.

CONTRACTOR
12215 Nicollet Avenue South, Burnsville, MN 55337

ADDRESS
BY *Jim* 6/2/16 DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN
ARCHITECTS

8501 Golden Valley Road, Suite 300 Minneapolis, MN 55427

ADDRESS
BY *W J-fup* 6/13/16 DATE

BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS

OWNER
100 River Ridge Court, Burnsville, MN 55337

ADDRESS
BY _____ DATE



CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

Change Order

Neill/Sky Oaks/Nicollet/Bishop

Project # 30150403

Tel: Fax:

Date: 5/23/2016

Contractor:

CM Construction Company, Inc.
12215 Nicollet Avenue South
Burnsville, MN 55337

Architect's Project No:

Contract Date:

Contract Number: 2600

Change Order Number: 002

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
RFCOP#003	001	Additional Power/Data in Serving Area	30,466

The original Contract (s) Value was.....	466,750
Sum of changes by prior Change Orders.....	6,629
The Contract Value prior to this Change Order was.....	473,379
The Contract Value will be changed by this Change Order in the amount of.....	30,466
The new Contract Value including this Change Order will be.....	503,845
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

Oh

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISED EDITION

AIA DOCUMENT G701/CMa

JUN 03 2016 JUN 30 2016
JUN 15 2016

OWNER
CONSTRUCTION MANAGER
ARCHITECT
CONTRACTOR
FIELD
OTHER

PCO#06 49

(Instructions on reverse side)

PROJECT: NEILL/ SKY OAKS/ NICOLLET/ BISHOP
(Name and address) BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS
100 RIVER RIDGE COURT
BURNSVILLE, MN 55337

CHANGE ORDER NO.: 0610-01

INITIATION DATE: 05/23/16

TO CONTRACTOR:
(Name and address) CM CONSTRUCTION CO, INC.
12215 NICOLLET AVENUE SOUTH
BURNSVILLE, MN 55337

PROJECT NOS.: 301504.03

CONTRACT FOR: Contract #0610 General Construction

CONTRACT DATE: 1/15/2016

The Contract is changed as follows:

Provide labor and material as necessary to complete the work for noted on the attached Page #2

RECEIVED

JUN 10 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 1,675,000.00
Net change by previously authorized Change Orders	\$ 0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 1,675,000.00
The (Contract Sum) (Guaranteed Maximum Price) will be increased (decreased) by XXXXXX by this Change Order	\$ (47,052.00)
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$ 1,627,948.00
The Contract Time will be (increased) (unchanged) by	-0- (- 0 -) days
The date of Substantial Completion as of the date of this Change Order therefore is	unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION, INC.

CONSTRUCTION MANAGER
7500 OLSON MEMORIAL HWY, STE 300, GOLDEN VALLEY, MN 55427

ADDRESS Mark Havelson
BY Mark Havelson DATE 6/6/16

CM CONSTRUCTION COMPANY, INC.

CONTRACTOR
12215 Nicollet Avenue South, Burnsville, MN 55337

ADDRESS Jim
BY Jim DATE 6/2/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN
ARCHITECTS

8501 Golden Valley Road, Suite 300 Minneapolis, MN 55427
ADDRESS

W Jap 6/13/16
BY W Jap DATE 6/13/16

BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS

OWNER
100 River Ridge Court, Burnsville, MN 55337

ADDRESS
BY _____ DATE _____



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Change Order

Neill/Sky Oaks/Nicollet/Bishop

Project # 30150403

Tel: Fax:

Date: 5/23/2016

Contractor:

CM Construction Company, Inc.
12215 Nicollet Avenue South
Burnsville, MN 55337

Architect's Project No:

Contract Date:

Contract Number: 610

Change Order Number: 001

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
RFCOP#001	001	CM - Delete Solar Control Glazing Film at Sky Oaks.	-47,052

The original Contract (s) Value was.....	1,675,000
Sum of changes by prior Change Orders.....	0
The Contract Value prior to this Change Order was.....	1,675,000
The Contract Value will be changed by this Change Order in the amount of.....	-47,052
The new Contract Value including this Change Order will be.....	1,627,948
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa JUN 03 2016 JUN 30 2016
JUN 15 2016

(Instructions on reverse side)

OWNER	<input checked="" type="checkbox"/>	PCO#07
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>	51
ARCHITECT	<input checked="" type="checkbox"/>	
CONTRACTOR	<input checked="" type="checkbox"/>	
FIELD	<input type="checkbox"/>	
OTHER	<input type="checkbox"/>	

PROJECT: NEILL/ SKY OAKS/ NICOLLET/ BISHOP
 (Name and address) BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS
 100 RIVER RIDGE COURT
 BURNSVILLE, MN 55337

TO CONTRACTOR:
 (Name and address) CM CONSTRUCTION CO, INC.
 12215 NICOLLET AVENUE SOUTH
 BURNSVILLE, MN 55337

CHANGE ORDER NO.: 0610-02

INITIATION DATE: 05/25/16

PROJECT NOS.: 301504.03

CONTRACT FOR: Contract #0610 General Construction

CONTRACT DATE: 1/15/2016

The Contract is changed as follows:

Provide labor and material as necessary to complete the work for noted on the attached Page #2

RECEIVED

JUN 10 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 1,675,000.00
Net change by previously authorized Change Orders	\$ (47,052.00)
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 1,627,948.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$ (2,288.00)
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be ...	\$ 1,625,660.00
The Contract Time will be (increased) (decreased) (unchanged) by	Zero (- 0 -) days
The date of Substantial Completion as of the date of this Change Order therefore is	unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION, INC.
 CONSTRUCTION MANAGER
 7500 OLSON MEMORIAL HWY, STE 300, GOLDEN VALLEY, MN 55427
 ADDRESS _____
 BY Mark Havelson 6/6/16
 DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN
 ARCHITECTS
 8501 Golden Valley Road, Suite 300 Minneapolis, MN 55427
 ADDRESS _____
 BY [Signature] 6/13/16
 DATE

CM CONSTRUCTION COMPANY, INC.
 CONTRACTOR
 12215 Nicollet Avenue South, Burnsville, MN 55337
 ADDRESS _____
 BY [Signature] 6/2/16
 DATE

BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS
 OWNER
 100 River Ridge Court, Burnsville, MN 55337
 ADDRESS _____
 BY _____
 DATE



CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

Change Order

Neill/Sky Oaks/Nicollet/Bishop

Project # 30150403

Tel: Fax:

Date: 5/25/2016

Contractor:

CM Construction Company, Inc.
12215 Nicollet Avenue South
Burnsville, MN 55337

Architect's Project No:

Contract Date:

Contract Number: 610

Change Order Number: 002

The Contract is hereby revised by the following items:

Owner Requested Hardware Changes

PCO	Item #	Description	Amount
COR#004	001	CM - Owner requested hardware changes at keying meeting	-2,288

The original Contract (s) Value was.....	1,675,000
Sum of changes by prior Change Orders.....	-47,052
The Contract Value prior to this Change Order was.....	1,627,948
The Contract Value will be changed by this Change Order in the amount of.....	-2,288
The new Contract Value including this Change Order will be.....	1,625,660
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION
AIA DOCUMENT G701/CMa

JUN 3 0 2016
JUN 0 3 2016
JUN 15 2016

OWNER	<input checked="" type="checkbox"/>	PCO#08
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>	53
ARCHITECT	<input checked="" type="checkbox"/>	
CONTRACTOR	<input checked="" type="checkbox"/>	
FIELD	<input type="checkbox"/>	
OTHER	<input type="checkbox"/>	

(Instructions on reverse side)

PROJECT: NEILL/ SKY OAKS/ NICOLLET/ BISHOP
 (Name and address) BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS
 100 RIVER RIDGE COURT
 BURNSVILLE, MN 55337

TO CONTRACTOR:
 (Name and address) CM CONSTRUCTION CO, INC.
 12215 NICOLLET AVENUE SOUTH
 BURNSVILLE, MN 55337

CHANGE ORDER NO.: 2600-03
 INITIATION DATE: 05/25/16
 PROJECT NOS.: 301504.03
 CONTRACT FOR: Contract #2600 Electrical
 CONTRACT DATE: 1/15/2016

The Contract is changed as follows:

Provide labor and material as necessary to complete the work for noted on the attached Page #2

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JUN 10 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 466,750.00
Net change by previously authorized Change Orders	\$ 37,095.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 503,845.00
The (Contract Sum) (Guaranteed Maximum Price) will be increased (decreased) unchanged by this Change Order	\$ -6,532.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be ...	\$ 497,313.00
The Contract Time will be (increased decreased) (unchanged) by	Zero (- 0 -) days
The date of Substantial Completion as of the date of this Change Order therefore is	unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION, INC.
 CONSTRUCTION MANAGER
 7500 OLSON MEMORIAL HWY, STE 300, GOLDEN VALLEY, MN 55427
 ADDRESS
 BY Mark Hovelson 6/6/16
 DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN
 ARCHITECTS
 8501 Golden Valley Road, Suite 300 Minneapolis, MN 55427
 ADDRESS
 BY [Signature] 6/13/16
 DATE

CM CONSTRUCTION COMPANY, INC.
 CONTRACTOR
 12215 Nicollet Avenue South, Burnsville, MN 55337
 ADDRESS
 BY [Signature] 6/2/16
 DATE

BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS
 OWNER
 100 River Ridge Court, Burnsville, MN 55337
 ADDRESS
 BY _____ DATE



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Change Order

Neill/Sky Oaks/Nicollet/Bishop

Project # 30150403

Tel: Fax:

Date: 5/25/2016

Contractor:

CM Construction Company, Inc.
12215 Nicollet Avenue South
Burnsville, MN 55337

Architect's Project No:

Contract Date:

Contract Number: 2600

Change Order Number: 003

The Contract is hereby revised by the following items:

Sound Enhancement Audio Systems

PCO	Item #	Description	Amount
RFCOP#005	001	Sound Enhancement Audio Systems	-6,532

The original Contract (s) Value was.....	466,750
Sum of changes by prior Change Orders.....	37,095
The Contract Value prior to this Change Order was.....	503,845
The Contract Value will be changed by this Change Order in the amount of.....	-6,532
The new Contract Value including this Change Order will be.....	497,313
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa JUL 19 2016

JUL 26 2016

(Instructions on reverse side)

OWNER	<input checked="" type="checkbox"/>	PCO#09
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>	
ARCHITECT	<input checked="" type="checkbox"/>	55
CONTRACTOR	<input checked="" type="checkbox"/>	
FIELD	<input type="checkbox"/>	
OTHER	<input type="checkbox"/>	

PROJECT: NEILL/ SKY OAKS/ NICOLLET/ BISHOP
 (Name and address) BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS
 100 RIVER RIDGE COURT
 BURNSVILLE, MN 55337

CHANGE ORDER NO.: 2600-04
 INITIATION DATE: 07/06/2016
 PROJECT NOS.: 301504.03
 CONTRACT FOR: Contract #2600 Electrical
 CONTRACT DATE: 1/15/2016

TO CONTRACTOR:
 (Name and address) CM CONSTRUCTION CO, INC.
 12215 NICOLLET AVENUE SOUTH
 BURNSVILLE, MN 55337

The Contract is changed as follows:

Provide labor and material as necessary to complete the work for noted on the attached Page #2

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JUL 22 2016

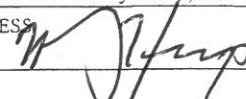
ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

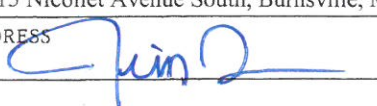
Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 466,750.00
Net change by previously authorized Change Orders	\$ 30,563.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 497,313.00
The (Contract Sum) (Guaranteed Maximum Price) will be increased (decreased) (unchanged) by this Change Order	\$ (11,882.00)
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$ 485,431.00
The Contract Time will be (increased decreased) (unchanged) by	Zero (- 0 -) days
The date of Substantial Completion as of the date of this Change Order therefore is	unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION, INC.
 CONSTRUCTION MANAGER
 7500 OLSON MEMORIAL HWY, STE 300, GOLDEN VALLEY, MN 55427
 ADDRESS
 BY _____ DATE _____

ARMSTRONG, TORSETH, SKOLD, & RYDEEN
 ARCHITECTS
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS
 BY  DATE 7/25/16

CM CONSTRUCTION COMPANY, INC.
 CONTRACTOR
 12215 Nicollet Avenue South, Burnsville, MN 55337
 ADDRESS
 BY  DATE 7/17/16

BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS
 OWNER
 100 River Ridge Court, Burnsville, MN 55337
 ADDRESS
 BY _____ DATE _____



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Subcontract Change Order

56

Detailed, Grouped by Each Number

Neill/Sky Oaks/Nicollet/Bishop

Project # 30150403

Tel: Fax:

Date: 7/6/2016

To Subcontractor/Vendor:

CM Construction Company, Inc.
12215 Nicollet Avenue South
Burnsville, MN 55337

Architect's Project No:

Contract Date:

Contract Number: 2600

Change Order Number: 004

The Contract is hereby revised by the following items:

Approved Changes

PCO	Item #	Description	Amount
RFCOP#007	001	Delete IP Camera and Card Reader Labor	-396
RFCOP#008	001	Delete WiFi Locations	-13,014
RFCOP#011	001	CM/AJM - Nicollet - Disconnect power at Teacher desks	1,528

The original Contract Value was.....	466,750
Sum of changes by prior Subcontract Change Orders.....	30,563
The Contract Value prior to this Subcontract Change Order was.....	497,313
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	-11,882
The new Contract Value including this Subcontract Change Order will be.....	485,431
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Subcontract Change Order is.....	

 CONTRACTOR

 Address

BY _____

SIGNATURE _____

DATE _____

CM Construction Company, Inc.

 SUBCONTRACTOR/VENDOR
 12215 Nicollet Avenue South
 Burnsville, MN 55337

 Address

BY JIM OLIVER

SIGNATURE [Signature]

DATE 7/17/16

[Handwritten mark]

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JUL 19 2016
JUL 26 2016

OWNER	<input checked="" type="checkbox"/>
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PCO#10 57

(Instructions on reverse side)

PROJECT: NEILL/ SKY OAKS/ NICOLLET/ BISHOP
 (Name and address) BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS
 100 RIVER RIDGE COURT
 BURNSVILLE, MN 55337

CHANGE ORDER NO.: 0610-03

INITIATION DATE: 07/06/2016

TO CONTRACTOR:
 (Name and address) CM CONSTRUCTION CO, INC.
 12215 NICOLLET AVENUE SOUTH
 BURNSVILLE, MN 55337

PROJECT NOS.: 301504.03

CONTRACT FOR: Contract #0610 General Construction

CONTRACT DATE: 1/15/2016

The Contract is changed as follows:

Provide labor and material as necessary to complete the work for noted on the attached Page #2

RECEIVED

JUL 22 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (XXXXXXXXXXXXXXXXXXXX) was	\$ 1,675,000.00
Net change by previously authorized Change Orders	\$ (49,340.00)
The (Contract Sum) (XXXXXXXXXXXXXXXXXXXX) prior to this Change Order was	\$ 1,625,660.00
The (Contract Sum) (XXXXXXXXXXXXXXXXXXXX) will be (increased) (XXXXXXXXXXXXXXXXXXXX) by this Change Order	\$ 9,866.00
The new (Contract Sum) (XXXXXXXXXXXXXXXXXXXX) including this Change Order will be ...	\$ 1,635,526.00
The Contract Time will be (XXXXXXXXXXXXXXXXXXXX) (unchanged) by	Zero (- 0 -) days
The date of Substantial Completion as of the date of this Change Order therefore is	unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION, INC.

CONSTRUCTION MANAGER
7500 OLSON MEMORIAL HWY, STE 300, GOLDEN VALLEY, MN 55427

ADDRESS *Shawn Butts* 7/19/16
BY DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN
ARCHITECTS

ARCHITECT
8501 Golden Valley Road, Ste. 300, Mpls., MN 55427

ADDRESS *M. J. Rydeen* 7/25/16
BY DATE

CM CONSTRUCTION COMPANY, INC.

CONTRACTOR
12215 Nicollet Avenue South, Burnsville, MN 55337

ADDRESS *Quinn* 7/19/16
BY DATE

BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS

OWNER
100 River Ridge Court, Burnsville, MN 55337

ADDRESS
BY DATE



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Subcontract Change Order

58

Detailed, Grouped by Each Number

Neill/Sky Oaks/Nicollet/Bishop

Project # 30150403

Tel: Fax:

Date: 7/6/2016

To Subcontractor/Vendor:

CM Construction Company, Inc.
12215 Nicollet Avenue South
Burnsville, MN 55337

Architect's Project No:

Contract Date:

Contract Number: 610

Change Order Number: 003

The Contract is hereby revised by the following items:

Approved Changes

PCO	Item #	Description	Amount
ASI#002	001	CM - Nicollet - Shop Equipment Placement	0
COR#007	001	Nicollet - CM, Change size of AWP's in cafeteria from 6' to 8'	6,675
RFCOP#006	001	Relocate Dust Collector (Concrete Pad)	1,134
RFCOP#010	001	Nicollet-Display Boards-Shop Room	2,057

The original Contract Value was.....	1,675,000
Sum of changes by prior Subcontract Change Orders.....	-49,340
The Contract Value prior to this Subcontract Change Order was.....	1,625,660
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	9,866
The new Contract Value including this Subcontract Change Order will be.....	1,635,526
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Subcontract Change Order is.....	

CONTRACTOR

Address

BY

SIGNATURE

DATE

CM Construction Company, Inc.

SUBCONTRACTOR/VENDOR
12215 Nicollet Avenue South
Burnsville, MN 55337

Address

BY Jim Oliver

SIGNATURE Jim O

DATE 7/10/16

im

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa JUL 19 2016

(Instructions on reverse side)

JUL 26 2016

OWNER	<input checked="" type="checkbox"/>	PCO#12
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>	59
ARCHITECT	<input checked="" type="checkbox"/>	
CONTRACTOR	<input checked="" type="checkbox"/>	
FIELD	<input type="checkbox"/>	
OTHER	<input type="checkbox"/>	

PROJECT: NEILL/ SKY OAKS/ NICOLLET/ BISHOP
 (Name and address) BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS
 100 RIVER RIDGE COURT
 BURNSVILLE, MN 55337

CHANGE ORDER NO.: 0610-04
 INITIATION DATE: 07/13/2016
 PROJECT NOS.: 301504.03
 CONTRACT FOR: Contract #0610 General Construction
 CONTRACT DATE: 1/15/2016

TO CONTRACTOR:
 (Name and address) CM CONSTRUCTION CO, INC.
 12215 NICOLLET AVENUE SOUTH
 BURNSVILLE, MN 55337

The Contract is changed as follows:

Provide labor and material as necessary to complete the work for noted on the attached Page #2

RECEIVED

JUL 22 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Quantity Maximum Price) was	\$ 1,675,000.00
Net change by previously authorized Change Orders	\$ (39,474.00)
The (Contract Sum) (Quantity Maximum Price) prior to this Change Order was	\$ 1,635,526.00
The (Contract Sum) (Quantity Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$ 16,122.00
The new (Contract Sum) (Quantity Maximum Price) including this Change Order will be	\$ 1,651,648.00
The Contract Time will be (increased) (decreased) (unchanged) by	Zero (- 0 -) days
The date of Substantial Completion as of the date of this Change Order therefore is	unchanged

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION, INC.
 CONSTRUCTION MANAGER
 7500 OLSON MEMORIAL HWY, STE 300, GOLDEN VALLEY, MN 55427
 ADDRESS Shawn Butts 7/19/16
 BY DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN
 ARCHITECTS
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS W J J 7/25/16
 BY DATE

CM CONSTRUCTION COMPANY, INC.
 CONTRACTOR
 12215 Nicollet Avenue South, Burnsville, MN 55337
 ADDRESS Jim 7/19/16
 BY DATE

BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS
 OWNER
 100 River Ridge Court, Burnsville, MN 55337
 ADDRESS
 BY DATE



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Subcontract Change Order

60

Detailed, Grouped by Each Number

Neill/Sky Oaks/Nicollet/Bishop

Project # 30150403

Tel: Fax:

Date: 7/13/2016

To Subcontractor/Vendor:

CM Construction Company, Inc.
12215 Nicollet Avenue South
Burnsville, MN 55337

Architect's Project No:

Contract Date:

Contract Number: 610

Change Order Number: 004

The Contract is hereby revised by the following items:

Approved CORs & RFCOPs

PCO	Item #	Description	Amount
COR#012	001	CM, Nicollet - Provide credit for not having to provide a job site trailer.	-422
COR#014	001	CM, Neill - Remove existing ACT ceiling in Corridor per RFI response	664
COR#018	001	CM, Sky Oaks, demo existing ceiling in A107. & A107.2 and install new ACT	1,280
COR#019	001	CM, SO - Provide gyp overlay at exposed existing cork	3,872
RFCOP#009	001	Add Walls to Classroom	10,728

The original Contract Value was.....	1,675,000
Sum of changes by prior Subcontract Change Orders.....	-39,474
The Contract Value prior to this Subcontract Change Order was.....	1,635,526
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	16,122
The new Contract Value including this Subcontract Change Order will be.....	1,651,648
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Subcontract Change Order is.....	

CONTRACTOR

Address

BY

SIGNATURE

DATE

CM Construction Company, Inc.

SUBCONTRACTOR/VENDOR

12215 Nicollet Avenue South
Burnsville, MN 55337

Address

BY

SIGNATURE

DATE

JIM OLIVER

[Signature]

7/18/16

10/03

[Handwritten mark]

Nicollet/Sky Oaks/Edward Neill/Harriet Bishop Budget Report with Change Orders

Information	Company	Wenck Estimates	Awarded Bid	Change Orders To Date	Percent of Change	Numer of Change Orders	Contract Amount With Change Orders	Percent of Completion
Bid Nic, SO, EN, HB								
Contract #0610 General Construction	CM Construction Company, Inc.	\$1,410,080.00	\$1,675,000.00	(\$23,352.00)	-1.39%	4	\$1,651,648.00	16.74%
Contract #2600 Electrical/Communication/Security/Sound	CM Construction Company, Inc.	\$467,015.00	\$466,750.00	\$18,681.00	4.00%	4	\$485,431.00	22.81%
Contract #2300 Mechanical	Cool Air Mechanical	\$432,700.00	\$490,500.00	(\$1,000.00)	-0.20%	1	\$489,500.00	8.97%
Contract #0980 Nicollet Science Casework	Haldeman-Homme Inc.	\$413,528.00	\$284,005.00	\$18,227.00	6.42%	2	\$302,232.00	4.00%
		<u>\$2,723,323.00</u>	<u>\$2,916,255.00</u>	<u>\$12,556.00</u>			<u>\$2,928,811.00</u>	
	Grand Totals	<u>\$2,723,323.00</u>	<u>\$2,916,255.00</u>	<u>\$12,556.00</u>	0.43%		<u>\$2,928,811.00</u>	
				REVIEW AND COMMENT CONSTRUCTION BUDGET WITH ALTERNATIVE FACILITIES FUNDING			<u>\$3,180,695.00</u>	

**Agenda II.B.8.
August 11, 2016**

**To: Members, Board of Education
Superintendent Gothard**

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

Date: August 11, 2016

Re: Change Orders #134, #146, #147, #148, #149, #150, #151, #152, #154, #155, #156, #157, #158, #159, #162, #163, #165, #167, #170, #172, #173, #175, #176, #177 and #179 for the 2015 Additions and Alterations to Burnsville High School

RECOMMENDATION: That the Board of Education approves change orders #134, #146, #147, #148, #149, #150, #151, #152, #154, #155, #156, #157, #158, #159, #162, #163, #165, #167, #170, #172, #173, #175, #176, #177 and #179 for the 2015 Additions and Alterations to Burnsville High School.

On May 28th, 2015 the school board awarded contracts for bid package #1, on June 25, 2015 the school board awarded one contract for bid package #2, on August 13, 2015 the school board awarded contracts for bid package #3 and on October 22, November 5, November 19 and December 17, 2015 school board awarded contracts for bid package #4 for the 2015 Additions and Alterations to the Burnsville High School.

Change order #134 for contract #0965 (Floors by Becker's Inc.) is in the amount of \$2521.00. Items on this change order include deleting carpet in the West addition and replacing with Terrazzo, providing a sloped floor from the existing building to the west addition which was needed due to elevation changes and the deletion of carpet tile because of a room being removed from the project.

Change order #148 for contract #2601 (Peoples Electric Co. Inc.) is a deduct in the amount of (\$832.00). Electrical and lighting changes in the science addition, the deletion of lighting and controls in a room deleted from the project and a change in the type of lighting fixtures in the swim locker rooms are the reasons for this change.

Change order #147 for contract #0980M (Haldeman-Homme Inc.) is in the amount of \$5,322.00. Furnishing L-shaped angle to accommodate a slope in the floor at the West addition, a change in the manufacture of volleyball and badminton sleeves that will be placed in the activity center gymnasium floor and supplying five eyewash units and increasing the size of the sink to accommodate the eyewash units in the science addition are the reason for this change.

Change order #146 for contract #0980L (Haldeman-Homme Inc.) is in the amount of \$308.00. Labor to install L-shaped angle at the base of lockers to accommodate the slope in the floor is the reason for this change.

Change order #149 for contract #0920 (Commercial Drywall Inc.) is in the amount of \$1,294.00. Items on this change order include the deletion of drywall for a room that was deleted from the project, additional furring to accommodate electrical rough-ins in the west addition commons area, additional gyp board enclosures to cover pipes in the science addition, a change to metal studs to 6 inch wide to accommodate electrical and added densglass sheeting to a parapet on the West addition to accommodate a roof transition.

Change order #150 for contract #2302 (Thelen Heating & Roofing, Inc.) is the amount of \$17,640.00. Rerouting of ductwork in the west addition and the activity center addition due to design conflicts are the reasons for the cost increase to this contract.

Change order #151 for contract #0750 (Palmer West Construction Company Inc.) Is in the amount of \$6,254.00. Items on this change order include adding tapered insulation to assure proper slope for drainage on the west addition roof, additional insulation to fill gaps between new and existing buildings which was backed charged to Wells Concrete and additional roof work to meet state code.

Change order #152 for contract #0330 (Northland Concrete & Masonry, LLC) is in the amount of \$42,391.00. A concrete wall to retain dirt prior to ductwork being installed underground and the forming and pouring of a slab in the mechanical opening in the West addition, adding a bonding agent on flooring planks to ensure no delamination of flooring material and concrete fill over the underground ductwork to protect it are the reasons for the added costs to this contract.

Change order #154 for contract #3301 (Metro Utilities, Inc.) Is in the amount of \$5,535.00. An additional catch basin and change in piping at the roundabout location and an extension of a 6 inch PVC pipe due to the change in location of the stadium restrooms are the reasons for the cost increase to this contract.

Change order #155 for contract #3210 (Midwest Asphalt Corporation) is a deduct in the amount of (\$7,603.00). The reasons for the reduction to this contract are the elimination of signs and accessibility painting due to the relocation of the ticket booth on the east side of the football stadium, coordination of contractors at the roundabout location and the change from bituminous to concrete at the stadium restrooms.

Change order #156 for contract #3110 (Max Steininger, Inc.) is in the amount of \$9,360.00. Providing take off boards for the high jump and long jump track events that were moved are the reason for this change.

Change order #157 for contract #0610 (George Cook Construction Co.) is in the amount of \$12,687.00. Items on the change order include the removal of an existing double door and frame in the current gym and replacing it with a new door system to meet code, a deduct due to a change in size and type of marker boards and to supply owner requested flag poles for the stadium plaza area.

Change order #158 for contract #0810 (Kendell Doors & Hardware, Inc.) is in the amount of \$6,839.00. Items on the change order include the deletion of door hardware for a room that was deleted from the project and to supply the new doors and hardware for the doors that needed to be replaced in the gym to meet code.

Change order #159 for contract #2200 (El-Jay Plumbing & Heating, Inc.) is in the amount of \$14,995.00. Items on this change order include piping changes for plumbing and heating in the west addition due to design changes, recessed boxes for wall hydrants that were not in the design documents, additional rainwater piping not shown on the design and a back charge from Red Cedar Steel Erectors, Inc. for not including roof frames on the drawings when asked for coordination.

Change Order #162 for contract #0980M (Haldeman-Homme, Inc.) is in the amount of \$5,474.00. Items on this change order include supplying ADA benches in the swim locker rooms to meet code and additional supplies for the lockers (top and side filler panels).

Change order #163 for contract #0980L (Haldeman-Homme, Inc.) is in the amount of \$711.00. Items on the change order are the labor to install ADA benches and locker filler panels in the swim locker rooms.

Change order #175 for contract #0241 (Lloyd's Construction Services Inc.) is in the amount of \$19,475.00. Items on this change order include removing portions of an existing roof to reconstruct it to handle snow load, additional demolition that was not on the documents and the removal of a portion of a tunnel that collapsed.

Change order #165 for contract #0330 (Northland Concrete & Masonry, LLC) is a deduct in the amount of (\$3,960.00). Items on this change order include additional work in an existing mechanical room to accommodate the new entry from the existing building to the new activity center, deletion of sidewalks, additional topping needed on precast floor planking and the deletion of connecting the existing sanitary sewer in the locker room area to the new sanitary sewer.

Change order #167 for contract #0610 (George F. Cook Construction Co.) is in the amount of \$18,766.00. The reason for this change was to remove existing walls and flooring in the gymnasium mechanical room to make way for the new entry to the activity center.

Change order #170 for contract #2601 (Peoples Electric Co., Inc.) is in the amount of \$59,325.00. Items on the change order include revisions for type of lighting at the plaza location, relocating a 30 foot light pole in the parking lot, additional wiring in the credit union, wiring for additional card access, a change in the way the classrooms are being wired for data and to add electrical to the Fab Lab.

Change order #176 for contract #2302 (Thelen Heating & Roofing, Inc.) is in the amount of \$22,084.00. Items on this change order include adding a roof top exhaust for the laser in the fab lab, a smoke seal floor in a chase to meet code and additional demolition.

Change order #172 for contract #0966 (Advance Terrazzo & Tile Company, Inc) is in amount of \$4,096.00. Items on this change order include pouring a sloped portion of the floor in the hallway to make the connection from the new science addition to the existing building on the 2nd floor due to elevation changes, and filling in voids on the first floor that were not called out in the construction documents.

Change order #173 for contract #0920 (Commercial Drywall, Inc.) is in the amount of \$12,534.00. Items on this change order include adding drywall around steel beams, adding sound walls above operable partitions for soundproofing, furring behind cabinets to accommodate for electrical, filling and sealing around bar joists at precast pockets, additional taping around boxes cut in by El Jay plumbing, installing additional walls and adding additional soffits due to ceiling elevation changes.

Change order #177 for contract #0510 (Red Cedar Steel Erectors, Inc.) is a deduct in the amount of (\$10,765.00). Items on this change order include deleting new joist erection in part of the existing building due to design changes necessitated by an unforeseen condition (a bowed ceiling) and changes to the mounting of the momentum bars in the science labs.

Change order #179 for contract #0920 (Commercial Drywall, Inc.) is in the amount of \$25,158.00. Items on this change order include plaster patching of corridor walls in the existing building that were needed but were not included in the bid documents and to provide a one hour fire rated gypsum board shaft wall assemblies below the stairways in the science addition and the west addition.

To date total change orders in amount of \$1,553,910.00 to the 45 original contract amounts of \$37,734,946.00 brings the total contracts with change orders to \$39,288,856.00. This represents change orders of 4.12% of original bid amounts.

The items on these change orders have been reviewed and validated by ATS&R Architects and Engineers and WENCK Construction Inc.

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa **JUL 0 5 2016**

JUL 1 4 2016

OWNER	<input checked="" type="checkbox"/>	PCO #	134
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>		
ARCHITECT	<input checked="" type="checkbox"/>		67
CONTRACTOR	<input checked="" type="checkbox"/>		
FIELD	<input type="checkbox"/>		
OTHER	<input type="checkbox"/>		

(Instructions on reverse side)

PROJECT: <i>(Name and address)</i>	2015 ADDITIONS & ALTERATIONS TO BURNSVILLE HIGH SCHOOL BP #4 600 EAST HIGHWAY 13 BURNSVILLE, MINNESOTA 55337	CHANGE ORDER NO.:	965.001
TO CONTRACTOR: <i>(Name and address)</i>	FLOORS BY BECKERS, INC. 3341 WEST ST. GERMAIN STREET #101 ST. CLOUD, MINNESOTA 56301	INITIATION DATE:	04/27/16
		PROJECT NOS.:	301504.01
		CONTRACT FOR:	Contract #0965 Resilient Flooring/ Carpet
		CONTRACT DATE:	11/5/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

RECEIVED

JUL 1 1 2016

ARMSTRONG, TORSETH

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	431,132.00
Net change by previously authorized Change Orders	\$	0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	431,132.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	2,521.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	433,653.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive. unchanged.

WENCK CONSTRUCTION INC.
CONSTRUCTION MANAGER

7500 Olson Memorial Hwy, Golden Valley, MN 55427
ADDRESS

BY *[Signature]* DATE 7/7/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCH.
ARCHITECT

8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
ADDRESS

BY *[Signature]* DATE 7/12/16

FLOORS BY BECKERS, INC.
CONTRACTOR

3341 West St. Germain Street #101, St. Cloud, MN 56301
ADDRESS

BY *[Signature]* DATE 6/30/16

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS
OWNER

100 River Ridge Court, Burnsville, MN 55337
ADDRESS

BY _____ DATE _____



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Change Order

Burnsville High School

Project # 30150401
Tel: 952-707-2000 Fax: 952-707-2102

Date: 4/27/2016

Contractor:
Floors by Beckers
805 First Street NW
New Brighton, MN 55112

Architect's Project No:
Contract Date:
Contract Number: 0965
Change Order Number: 001

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-046	006	Delete carpet pr PR 046.	-1,152
PR-064	009	Provide ardex floor at sloped area on upper level per PR 064.	3,805
PR-067	008	Deletion of carpet tile per PR 067.	-132

The original Contract (s) Value was.....	431,132
Sum of changes by prior Change Orders.....	0
The Contract Value prior to this Change Order was.....	431,132
The Contract Value will be changed by this Change Order in the amount of.....	2,521
The new Contract Value including this Change Order will be.....	433,653
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa JUN 06 2016

JUN 23 2016

(Instructions on reverse side)

OWNER	<input checked="" type="checkbox"/>	PCO #	146
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>		69
ARCHITECT	<input checked="" type="checkbox"/>		
CONTRACTOR	<input checked="" type="checkbox"/>		
FIELD	<input type="checkbox"/>		
OTHER	<input type="checkbox"/>		

PROJECT: 2015 ADDITIONS & ALTERATIONS TO
 (Name and address) BURNSVILLE HIGH SCHOOL BP #4
 600 EAST HIGHWAY 13
 BURNSVILLE, MINNESOTA 55337

TO CONTRACTOR:
 (Name and address) HALDEMAN-HOMME, INC.
 430 INDUSTRIAL BOULEVARD
 MINNEAPOLIS, MINNESOTA 55413

CHANGE ORDER NO.: 0980L.003

INITIATION DATE: 05/11/16

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #0980L
 Finishes, Specialties
 & Equipment

CONTRACT DATE: 11/5/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

RECEIVED

JUN 10 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Contracted Maximum Price) was	\$	253,408.00
Net change by previously authorized Change Orders	\$	411.00
The (Contract Sum) (Contracted Maximum Price) prior to this Change Order was	\$	253,819.00
The (Contract Sum) (Contracted Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	308.00
The new (Contract Sum) (Contracted Maximum Price) including this Change Order will be	\$	254,127.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.
CONSTRUCTION MANAGER

7500 Olson Memorial Hwy, Golden Valley, MN 55427
ADDRESS

BY: [Signature] DATE: 6/7/16
HALDEMAN-HOMME, INC.

CONTRACTOR
430 Industrial Blvd., Minneapolis, MN 55413

ADDRESS

BY: [Signature] DATE: 6/1/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT
ARCHITECT

8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
ADDRESS

BY: [Signature] DATE: 6/22/16
BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

OWNER
100 River Ridge Court, Burnsville, MN 55337

ADDRESS

BY: [Signature] DATE: [Signature]



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Change Order

Burnsville High School

Project # 30150401

Tel: 952-707-2000 Fax: 952-707-2102

Date: 5/11/2016

Contractor:

Haldeman-Homme, Inc.
430 Industrial Boulevard
Minneapolis, MN 55413

Architect's Project No:

Contract Date:

Contract Number: 0980L

Change Order Number: 003

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-089R	004	Installing L shaped angle to accommodate additional slope at lockers per PR 089R	308

The original Contract (s) Value was.....	253,408
Sum of changes by prior Change Orders.....	411
The Contract Value prior to this Change Order was.....	253,819
The Contract Value will be changed by this Change Order in the amount of.....	308
The new Contract Value including this Change Order will be.....	254,127
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMA

JUN 06 2016

JUN 23 2016

(Instructions on reverse side)

OWNER	<input checked="" type="checkbox"/>	PCO #	147
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>		71
ARCHITECT	<input checked="" type="checkbox"/>		
CONTRACTOR	<input checked="" type="checkbox"/>		
FIELD	<input type="checkbox"/>		
OTHER	<input type="checkbox"/>		

PROJECT: 2015 ADDITIONS & ALTERATIONS TO
 (Name and address) BURNSVILLE HIGH SCHOOL BP #4
 600 EAST HIGHWAY 13
 BURNSVILLE, MINNESOTA 55337

TO CONTRACTOR:
 (Name and address) HALDEMAN-HOMME, INC.
 430 INDUSTRIAL BOULEVARD
 MINNEAPOLIS, MINNESOTA 55413

CHANGE ORDER NO.: 0980M.004

INITIATION DATE: 05/11/16

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #0980M
 Finishes, Specialties
 & Equipment

CONTRACT DATE: 11/5/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

RECEIVED

JUN 10 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Contract Sum) was	\$	831,373.00
Net change by previously authorized Change Orders	\$	(28,931.00)
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	802,442.00
The (Contract Sum) (Contract Sum) will be (increased) (decreased) (unchanged) by this Change Order	\$	5,322.00
The new (Contract Sum) (Contract Sum) including this Change Order will be	\$	807,764.00
The Contract Time will be (Contract Time) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS *[Signature]* *6/2/16*
 BY DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCH.
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS *[Signature]* *6/22/16*
 BY DATE

HALDEMAN-HOMME, INC.
 CONTRACTOR
 430 Industrial Blvd., Minneapolis, MN 55413
 ADDRESS *[Signature]* *6.1.16*
 BY DATE

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS
 OWNER
 100 River Ridge Court, Burnsville, MN 55337
 ADDRESS
 BY DATE



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Change Order

Burnsville High School

Project # 30150401

Tel: 952-707-2000 Fax: 952-707-2102

Date: 5/11/2016

Contractor:

Haldeman-Homme, Inc.
430 Industrial Boulevard
Minneapolis, MN 55413

Architect's Project No:

Contract Date:

Contract Number: 0980M

Change Order Number: 004

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-089R	003	Furnishing L shaped angle to accommodate additional slope at lockers per PR 089R	144
PR-091	002	Change in manufacturer of volleyball and badminton sleeves per PR 091.	3,425
PR-097	001	Supply (5) eyewash units and increase size of sink to accommodate eyewash units swing per PR 097.	1,753

The original Contract (s) Value was.....	831,373
Sum of changes by prior Change Orders.....	-28,931
The Contract Value prior to this Change Order was.....	802,442
The Contract Value will be changed by this Change Order in the amount of.....	5,322
The new Contract Value including this Change Order will be.....	807,764
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JUN 08 2016
JUN 17 2016

OWNER	<input checked="" type="checkbox"/>	PCO #	148
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>		73
ARCHITECT	<input checked="" type="checkbox"/>		
CONTRACTOR	<input checked="" type="checkbox"/>		
FIELD	<input type="checkbox"/>		
OTHER	<input type="checkbox"/>		

(Instructions on reverse side)

PROJECT: 2015 ADDITIONS & ALTERATIONS TO
(Name and address) BURNSVILLE HIGH SCHOOL BP #4
600 EAST HIGHWAY 13
BURNSVILLE, MINNESOTA 55337

TO CONTRACTOR: PEOPLES ELECTRIC CO., INC.
(Name and address) 277 FILLMORE AVENUE
ST. PAUL, MINNESOTA 55107

CHANGE ORDER NO.: 2601.007

INITIATION DATE: 05/26/16

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #2601
Electrical/Communicator
Security/Paging

CONTRACT DATE: 10/22/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

RECEIVED

JUN 13 2016

ARMSTRONG, TORSETH

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	3,558,650.00
Net change by previously authorized Change Orders	\$	124,178.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	3,682,828.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	(832.00)
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	3,681,996.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive. unchanged.

WENCK CONSTRUCTION INC.
CONSTRUCTION MANAGER
7500 Olson Memorial Hwy, Golden Valley, MN 55427
ADDRESS
BY: *[Signature]* DATE: 6/10

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCH.
ARCHITECT
8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
ADDRESS
BY: *[Signature]* DATE: 6/14/16

PEOPLES ELECTRIC CO., INC.
CONTRACTOR
277 East Fillmore Avenue, St. Paul, MN 55107
ADDRESS
BY: *[Signature]* DATE: 6/6/16

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS
OWNER
100 River Ridge Court, Burnsville, MN 55337
ADDRESS
BY: _____ DATE: _____



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Change Order

Burnsville High School

Project # 30150401

Tel: 952-707-2000 Fax: 952-707-2102

Date: 5/26/2016

Contractor:

Peoples Electric Company, Inc.
277 East Fillmore Avenue
St. Paul, MN 55107

Architect's Project No:

Contract Date:

Contract Number: 2601

Change Order Number: 007

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-065R2	008	Lighting duct changes per PR 065Rs.	1,282
PR-067	010	Delete J-8 light and controls per PR 067.	-2,723
PR-070	001	Add logos to all clocks in Area 8 and 9 per PR 070. Being done at no cost.	0
RCO-115	001	Change fixtures in locker room from type B to type F per RFI 353.	609

The original Contract (s) Value was.....	3,558,650
Sum of changes by prior Change Orders.....	124,178
The Contract Value prior to this Change Order was.....	3,682,828
The Contract Value will be changed by this Change Order in the amount of.....	-832
The new Contract Value including this Change Order will be.....	3,681,996
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JUN 17 2016

JUN 29 2016

OWNER	<input checked="" type="checkbox"/>	PCO #	149
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>		75
ARCHITECT	<input checked="" type="checkbox"/>		
CONTRACTOR	<input checked="" type="checkbox"/>		
FIELD	<input type="checkbox"/>		
OTHER	<input type="checkbox"/>		

(Instructions on reverse side)

PROJECT: 2015 ADDITIONS & ALTERATIONS TO
 (Name and address) BURNSVILLE HIGH SCHOOL BP #4
 600 EAST HIGHWAY 13
 BURNSVILLE, MINNESOTA 55337

TO CONTRACTOR: COMMERCIAL DRYWALL, INC.
 (Name and address) 3026 161ST AVENUE NW
 ANDOVER, MINNESOTA 55304

CHANGE ORDER NO.: 0920.003

INITIATION DATE: 05/26/16

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #0920
 Drywall/Cold Formed
 Metal Framing/DEFS

CONTRACT DATE: 11/5/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

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- JUN 22 2016

ARMSTRONG, TORSETH

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	609,850.00
Net change by previously authorized Change Orders	\$	17,838.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	627,688.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	1,294.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	628,982.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS
 BY *[Signature]* DATE 6/29/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCH.
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS
 BY *[Signature]* DATE 6/27/16

COMMERCIAL DRYWALL, INC.
 CONTRACTOR
 3028 161st Avenue NW, Andover, MN 55304
 ADDRESS
 BY *[Signature]* DATE 6/14/16

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS
 OWNER
 100 River Ridge Court, Burnsville, MN 55337
 ADDRESS
 BY _____ DATE _____



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Change Order

Burnsville High School

Project # 30150401

Tel: 952-707-2000 Fax: 952-707-2102

Date: 5/26/2016

Contractor:

Commercial Drywall, Inc.
3026 161st Avenue NW
Andover, MN 55304

Architect's Project No:

Contract Date:

Contract Number: 0920

Change Order Number: 003

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-067	005	Delete steel stud framing and drywall in room 2-201 per PR 067.	-980
PR-105	001	Provide furring over about 750 SF of wall to accommodate electrical work per PR 105.	610
RCO-110	001	Build two gyp enclosures to cover pipes in east vestibule of Area 5.	1,236
RCO-110	002	Change two lengths of studs to 6" wide to accommodate electrical.	97
RCO-110	003	Added dens glass sheeting per RFI 351.	331

The original Contract (s) Value was.....	609,850
Sum of changes by prior Change Orders.....	17,838
The Contract Value prior to this Change Order was.....	627,688
The Contract Value will be changed by this Change Order in the amount of.....	1,294
The new Contract Value including this Change Order will be.....	628,982
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JUN 09 2016

JUN 23 2016

OWNER	<input checked="" type="checkbox"/>	PCO #	150
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>		
ARCHITECT	<input checked="" type="checkbox"/>		77
CONTRACTOR	<input checked="" type="checkbox"/>		
FIELD	<input type="checkbox"/>		
OTHER	<input type="checkbox"/>		

(Instructions on reverse side)

PROJECT: 2015 ADDITIONS & ALTERATIONS TO
 (Name and address) BURNSVILLE HIGH SCHOOL BP #4
 600 EAST HIGHWAY 13
 BURNSVILLE, MINNESOTA 55337

TO CONTRACTOR: THELEN HEATING & ROOFING, INC.
 (Name and address) 1717 13TH STREET SE
 BRAINERD, MINNESOTA 56401

CHANGE ORDER NO.: 2302.005

INITIATION DATE: 05/26/16

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #2302
 HVAC/Temperature Controls

CONTRACT DATE: 10/22/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

RECEIVED

JUN 15 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	2,751,800.00
Net change by previously authorized Change Orders	\$	24,215.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	2,776,015.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	17,640.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	2,793,655.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCH.

CONSTRUCTION MANAGER
7500 Olson Memorial Hwy, Golden Valley, MN 55427

ARCHITECT
8501 Golden Valley Road, Ste. 300, Mpls., MN 55427

ADDRESS *Add Ben* 6/10/16
BY DATE

ADDRESS *W J Ferguson* 6/22/16
BY DATE

THELEN HEATING & ROOFING, INC.

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

CONTRACTOR
1717 13th Street, SE, Brainerd, MN 56401

OWNER
100 River Ridge Court, Burnsville, MN 55337

ADDRESS *Rhd* 6-6-16
BY DATE

ADDRESS
BY DATE



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Change Order

Burnsville High School

Project # 30150401

Tel: 952-707-2000 Fax: 952-707-2102

Date: 5/26/2016

Contractor:

Thelen Heating & Roofing
1717 - 13th Street SE
Brainerd, MN 56401

Architect's Project No:

Contract Date:

Contract Number: 2302

Change Order Number: 005

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-088	002	Ductwork changes in Area 10 and 11 per PR 88.	4,414
PR-092	002	HVAC rerouting in areas 8 and 9 per PR 092.	8,176
PR-103	001	Revisions to east and west gym duct runs per PR 103	3,900
RCO-112	001	\$501 for sealing floor openings per code official, \$118 for removing unnecessary fan near old loading dock per Gary Grenzer, and \$531 for laying out holes in area 9 (Back charge to Wells)	1,150

The original Contract (s) Value was.....	2,751,800
Sum of changes by prior Change Orders.....	24,215
The Contract Value prior to this Change Order was.....	2,776,015
The Contract Value will be changed by this Change Order in the amount of.....	17,640
The new Contract Value including this Change Order will be.....	2,793,655
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JUL 05 2016

JUL 14 2016

OWNER	<input checked="" type="checkbox"/>	PCO #	151
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>		
ARCHITECT	<input checked="" type="checkbox"/>		79
CONTRACTOR	<input checked="" type="checkbox"/>		
FIELD	<input type="checkbox"/>		
OTHER	<input type="checkbox"/>		

(Instructions on reverse side)

PROJECT: 2015 ADDITIONS & ALTERATIONS TO
 (Name and address) BURNSVILLE HIGH SCHOOL BP #4
 600 EAST HIGHWAY 13
 BURNSVILLE, MINNESOTA 55337

TO CONTRACTOR: PALMER WEST CONSTRUCTION COMPANY, INC.
 (Name and address) 14595 JAMES ROAD
 ROGERS, MINNESOTA 55374

CHANGE ORDER NO.: 0750.002
 INITIATION DATE: 05/31/16
 PROJECT NOS.: 301504.01
 CONTRACT FOR: Contract #0750
 Roofing & Metal Panels
 CONTRACT DATE: 10/22/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

RECEIVED

- JUL 11 2016

ARMSTRONG, TORSETH

SKOLD & RYDEEN, INC.

Not valid until Signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	1,603,200.00
Net change by previously authorized Change Orders	\$	8,275.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	1,611,475.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	6,254.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be ...	\$	1,617,729.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS *[Signature]* 7/21/16
 BY DATE
 PALMER WEST CONSTRUCTION COMPANY, INC.
 CONTRACTOR
 14595 James Road, Rogers, MN 55374
 ADDRESS *[Signature]* 6-28-16
 BY DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS *[Signature]* 7/12/16
 BY DATE
 BURNSVILLE EAGAN-SAVAGE PUBLIC SCHOOLS
 OWNER
 100 River Ridge Court, Burnsville, MN 55337
 ADDRESS
 BY DATE



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Change Order

Burnsville High School

Project # 30150401

Tel: 952-707-2000 Fax: 952-707-2102

Date: 5/31/2016

Contractor:

Palmer West Construction Co, Inc.
14595 James Road
Rogers, MN 55374

Architect's Project No:

Contract Date:

Contract Number: 0750

Change Order Number: 002

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
RCO-076	001	Change to tapered insulation to make sure there is proper drainage	1,650
RCO-125	001	Additional insulation to fill gap between new and existing building per RFI 400. Back charge to wells.	959
RCO-126	001	Additional Roofing Requests.	3,645

The original Contract (s) Value was.....	1,603,200
Sum of changes by prior Change Orders.....	8,275
The Contract Value prior to this Change Order was.....	1,611,475
The Contract Value will be changed by this Change Order in the amount of.....	6,254
The new Contract Value including this Change Order will be.....	1,617,729
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JUN 10 2016

JUN 23 2016

OWNER	<input checked="" type="checkbox"/>	PCO #	152
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>		
ARCHITECT	<input checked="" type="checkbox"/>		81
CONTRACTOR	<input checked="" type="checkbox"/>		
FIELD	<input type="checkbox"/>		
OTHER	<input type="checkbox"/>		

(Instructions on reverse side)

PROJECT: <i>(Name and address)</i>	2015 ADDITIONS & ALTERATIONS TO BURNSVILLE HIGH SCHOOL BP #3 600 EAST HIGHWAY 13 BURNSVILLE, MINNESOTA 55337	CHANGE ORDER NO.:	0330.011
TO CONTRACTOR: <i>(Name and address)</i>	NORTHLAND CONCRETE & MASONRY COMPANY, LLC 12026 RIVERWOOD DRIVE BURNSVILLE, MINNESOTA 55337	INITIATION DATE:	05/31/16
		PROJECT NOS.:	301504.01
		CONTRACT FOR:	<u>Contract #0330</u> Cast In Place Concrete
		CONTRACT DATE:	8/13/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

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JUN 15 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	2,617,189.00
Net change by previously authorized Change Orders	\$	196,375.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	2,813,564.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	42,391.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	2,855,955.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.

CONSTRUCTION MANAGER
7500 Olson Memorial Hwy, Golden Valley, MN 55427

ADDRESS *[Signature]* *6/10/16*
BY DATE

NORTHLAND CONCRETE & MASONRY COMPANY, LLC

12026 Riverwood Drive, Burnsville, MN 55337

ADDRESS *[Signature]* *6/18/16*
BY DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCH.

ARCHITECT
8501 Golden Valley Road, Ste. 300, Mpls., MN 55427

ADDRESS *[Signature]* *6/22/16*
BY DATE

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

OWNER 100 River Ridge Court, Burnsville, MN 55337

ADDRESS
BY DATE



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Change Order

Burnsville High School

Project # 30150401

Tel: 952-707-2000 Fax: 952-707-2102

Date: 5/31/2016

Contractor:

Northland Concrete and Masonry Company, LLC
12026 Riverwood Drive
Burnsville, MN 55337

Architect's Project No:

Contract Date:

Contract Number: 0330

Change Order Number: 011

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
RCO-102	001	Additional concrete wall to retain dirt prior to duct being installed. T&M verified by WCI field personnel.	2,406
RCO-102	002	Forming/pouring of slab at mechanical opening in area 10. T&M verified by WCI field personnel.	1,456
RCO-111	001	Add bonding agent on all planks to ensure no delamination.	19,240
RCO-117	001	Added labor cost for time spent on getting elevations of planks	1,044
RCO-130	001	Lean fill over blue duct in areas 10 and 11.	18,245

The original Contract (s) Value was.....	2,617,189
Sum of changes by prior Change Orders.....	196,375
The Contract Value prior to this Change Order was.....	2,813,564
The Contract Value will be changed by this Change Order in the amount of.....	42,391
The new Contract Value including this Change Order will be.....	2,855,955
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JUN 16 2016

JUN 23 2016

(Instructions on reverse side)

OWNER	<input checked="" type="checkbox"/>	PCO # 154
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>	83
ARCHITECT	<input checked="" type="checkbox"/>	
CONTRACTOR	<input checked="" type="checkbox"/>	
FIELD	<input type="checkbox"/>	
OTHER	<input type="checkbox"/>	

PROJECT: 2015 ADDITIONS & ALTERATIONS TO
 (Name and address) BURNSVILLE HIGH SCHOOL BP #3
 600 EAST HIGHWAY 13
 BURNSVILLE, MINNESOTA 55337

TO CONTRACTOR:
 (Name and address) METRO UTILITIES, INC.
 9656 161ST AVENUE NW
 ELK RIVER, MINNESOTA, 55330

CHANGE ORDER NO.: 3301.004

INITIATION DATE: 06/06/16

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #3301
 Site Utilities

CONTRACT DATE: 08/13/15

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

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JUN 20 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	288,750.00
Net change by previously authorized Change Orders	\$	22,273.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	311,023.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	5,535.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	316,558.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS *[Signature]* *6/16/16*
 BY DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCH
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS *[Signature]* *6/22/16*
 BY DATE

METRO UTILITIES, INC.
 CONTRACTOR
 9656 161st Avenue NW, Elk River, MN 55330
 ADDRESS *[Signature]* *6-13-16*
 BY DATE

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS
 OWNER
 100 River Ridge Court, Burnsville, MN 55337
 ADDRESS
 BY DATE



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Change Order

Burnsville High School

Project # 30150401

Tel: 952-707-2000 Fax: 952-707-2102

Date: 6/6/2016

Contractor:

Metro Utilities, Inc.
9656 161st Avenue NW
Elk River, MN 55330

Architect's Project No:

Contract Date:

Contract Number: 3301

Change Order Number: 004

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-087	005	Added catch basin and change in piping per PR 087.	4,451
PR-090	007	Additional 6" PVC piping per PR 90.	1,084

The original Contract (s) Value was.....	288,750
Sum of changes by prior Change Orders.....	22,273
The Contract Value prior to this Change Order was.....	311,023
The Contract Value will be changed by this Change Order in the amount of.....	5,535
The new Contract Value including this Change Order will be.....	316,558
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JUN 16 2016

JUN 23 2016

OWNER	<input checked="" type="checkbox"/>	PCO # 155
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>	85
ARCHITECT	<input checked="" type="checkbox"/>	
CONTRACTOR	<input checked="" type="checkbox"/>	
FIELD	<input type="checkbox"/>	
OTHER	<input type="checkbox"/>	

(Instructions on reverse side)

PROJECT: <i>(Name and address)</i>	2015 ADDITIONS & ALTERATIONS TO BURNSVILLE HIGH SCHOOL BP #3 600 EAST HIGHWAY 13 BURNSVILLE, MINNESOTA 55337	CHANGE ORDER NO.:	3210.004
TO CONTRACTOR: <i>(Name and address)</i>	MIDWEST ASPHALT CORPORATION 6340 INDUSTRIAL DRIVE SUITE #200 EDEN PRAIRIE, MINNESOTA 55346	INITIATION DATE:	06/07/16
		PROJECT NOS.:	301504.01
		CONTRACT FOR:	<u>Contract #3210</u> Asphalt Paving/Curbs
		CONTRACT DATE:	8/13/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

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JUN 20 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	921,900.00
Net change by previously authorized Change Orders	\$	7,055.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	928,955.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	(7,603.00)
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	921,352.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.
CONSTRUCTION MANAGER
7500 Olson Memorial Hwy, Golden Valley, MN 55427
ADDRESS
BY *[Signature]* DATE 6/16/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCH.
ARCHITECT
8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
ADDRESS
BY *[Signature]* DATE 6/22/16

MIDWEST ASPHALT CORPORATION
CONTRACTOR
6340 Industrial Drive, Suite #200, Eden Prairie, MN 55346
ADDRESS
BY *[Signature]* DATE 6/10/16

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS
OWNER
200 W Burnsville Parkway, Burnsville, MN 55337
ADDRESS
BY _____ DATE _____



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Change Order

Burnsville High School

Project # 30150401

Tel: 952-707-2000 Fax: 952-707-2102

Date: 6/7/2016

Contractor:

Midwest Asphalt Corporation
 P. O. Box 5477
 Hopkins, MN 55343

Architect's Project No:

Contract Date:

Contract Number: 3210

Change Order Number: 004

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-039	008	Elimination of signs and accessible painting per PR 039	-380
PR-087	003	Deletion of heavy duty pavement, curb and add signage per PR 087.	-7,117
PR-090	005	Delete light duty pavement, with class 5 and fabric and install new sign posts per PR 090	-106

The original Contract (s) Value was.....	921,900
Sum of changes by prior Change Orders.....	7,055
The Contract Value prior to this Change Order was.....	928,955
The Contract Value will be changed by this Change Order in the amount of.....	-7,603
The new Contract Value including this Change Order will be.....	921,352
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JUN 19 2016

JUN 29 2016

(Instructions on reverse side)

OWNER	<input checked="" type="checkbox"/>	PCO # 156
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>	87
ARCHITECT	<input checked="" type="checkbox"/>	
CONTRACTOR	<input checked="" type="checkbox"/>	
FIELD	<input type="checkbox"/>	
OTHER	<input type="checkbox"/>	

PROJECT: 2015 ADDITIONS & ALTERATIONS TO
 (Name and address) BURNSVILLE HIGH SCHOOL BP #1
 600 EAST HIGHWAY 13
 BURNSVILLE, MINNESOTA 55337

TO CONTRACTOR:
 (Name and address) MAX STEININGER, INC.
 3080 LEXINGTON AVENUE SOUTH
 EAGAN, MINNESOTA 55121

CHANGE ORDER NO.: 3110.008

INITIATION DATE: 06/06/16

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #3110
 Site Demolition &
 Improvements

CONTRACT DATE: 5/28/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

RECEIVED

JUN 23 2016

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.
 ARMSTRONG, TORSETH, SKOLD & RYDEEN, INC.

The original (Contract Sum) (xxxxxxx)	\$	530,000.00
Net change by previously authorized Change Orders	\$	330,107.00
The (Contract Sum) (xxxxxxx) for to this Change Order was	\$	860,107.00
The (Contract Sum) (xxxxxxx) will be (increased) (decreased) (unchanged) by this Change Order	\$	9,360.00
The new (Contract Sum) (xxxxxxx) including this Change Order will be	\$	869,467.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS *[Signature]* 6/21/16
 BY DATE
 MAX STEININGER, INC.
 CONTRACTOR
 3080 Lexington Avenue South, Eagan, MN 55121
 ADDRESS *[Signature]* 6-15-16
 BY DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCH.
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS *[Signature]* 6/27/16
 BY DATE
 BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS
 OWNER
 200 W Burnsville Parkway, Burnsville, MN 55337
 ADDRESS
 BY DATE



CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.



Change Order

Burnsville High School

Project # 30150401

Tel: 952-707-2000 Fax: 952-707-2102

Date: 6/6/2016

Contractor:

Max Steininger, Inc.
3080 Lexington Avenue South
Eagan, MN 55121

Architect's Project No:

Contract Date:

Contract Number: 3110

Change Order Number: 008

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-098	001	Provide takeoff boards for long jump-triple jump per PR 098.	9,360

The original Contract (s) Value was.....	530,000
Sum of changes by prior Change Orders.....	330,107
The Contract Value prior to this Change Order was.....	860,107
The Contract Value will be changed by this Change Order in the amount of.....	9,360
The new Contract Value including this Change Order will be.....	869,467
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa JUN 27 2016

OWNER	<input checked="" type="checkbox"/>	PCO # 157
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>	
ARCHITECT	<input checked="" type="checkbox"/>	89
CONTRACTOR	<input checked="" type="checkbox"/>	
FIELD	<input type="checkbox"/>	
OTHER	<input type="checkbox"/>	

(Instructions on reverse side) JUL 11 2016

PROJECT: 2015 ADDITIONS & ALTERATIONS TO
 (Name and address) BURNSVILLE HIGH SCHOOL BP #4
 600 EAST HIGHWAY 13
 BURNSVILLE, MINNESOTA 55337

TO CONTRACTOR:
 (Name and address) GEORGE F COOK CONSTRUCTION CO
 2300 NEVADA AVENUE NORTH SUITE 200
 GOLDEN VALLEY, MINNESOTA 55427

CHANGE ORDER NO.: 610.003

INITIATION DATE: 06/08/16

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #0610
 Selective Demolition
 /Carpentry

CONTRACT DATE: 10/22/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

RECEIVED

JUL 05 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	1,443,000.00
Net change by previously authorized Change Orders	\$	28,580.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	1,471,580.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	12,687.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	1,484,267.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive. unchanged.

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS
 BY *[Signature]* DATE 6/28/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS
 BY *[Signature]* DATE 7/7/16

GEORGE F COOK CONSTRUCTION CO
 CONTRACTOR
 2300 Nevada Ave. North, Ste 200, Golden Valley, MN 55427
 ADDRESS
 BY *[Signature]* DATE 6.21.16

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS
 OWNER
 100 River Ridge Court, Burnsville, MN 55337
 ADDRESS
 BY _____ DATE _____



CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.



Change Order

Burnsville High School

Project # 30150401

Tel: 952-707-2000 Fax: 952-707-2102

Date: 6/8/2016

Contractor:

George F. Cook Construction
 2300 Nevada Avenue North Suite 200
 Golden Valley, Minnesota 55427

Architect's Project No:

Contract Date:
Contract Number: 0610
Change Order Number: 003

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-071	001	Removal of existing double door & frame at 8-001 and installation of new door & frame per PR 071.	1,357
PR-081	001	Change in size and type of marker boards through out the building per PR 081.	-5,492
PR-090	003	Supply and install 10 flag poles per PR 090.	16,822

The original Contract (s) Value was.....	1,443,000
Sum of changes by prior Change Orders.....	28,580
The Contract Value prior to this Change Order was.....	1,471,580
The Contract Value will be changed by this Change Order in the amount of.....	12,687
The new Contract Value including this Change Order will be.....	1,484,267
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

Handwritten initials

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa JUN 27 2016

JUL 11 2016

(Instructions on reverse side)

OWNER	<input checked="" type="checkbox"/>	PCO #	158
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>		
ARCHITECT	<input checked="" type="checkbox"/>		91
CONTRACTOR	<input checked="" type="checkbox"/>		
FIELD	<input type="checkbox"/>		
OTHER	<input type="checkbox"/>		

PROJECT: 2015 ADDITIONS & ALTERATIONS TO
 (Name and address) BURNSVILLE HIGH SCHOOL BP #4
 600 EAST HIGHWAY 13
 BURNSVILLE, MINNESOTA 55337

TO CONTRACTOR: KENDELL DOORS & HARDWARE, INC.
 (Name and address) 2425 ENTERPRISE DRIVE, SUITE 100
 MENDOTA HEIGHTS, MINNESOTA 55120

CHANGE ORDER NO.: 810.002

INITIATION DATE: 06/08/16

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #0810
 Doors/Frames/
 Hardware - Supply

CONTRACT DATE: 10/22/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

RECEIVED

JUL 05 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	409,848.00
Net change by previously authorized Change Orders	\$	15,484.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	425,332.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	6,839.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be ...	\$	432,171.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.

CONSTRUCTION MANAGER
7500 Olson Memorial Hwy, Golden Valley, MN 55427

ADDRESS *[Signature]*
BY *[Signature]* DATE 6/20/16

KENDELL DOORS & HARDWARE, INC.

CONTRACTOR
2425 Enterprise Drive, Sute 100, Mendota Heights, MN 55120

ADDRESS *[Signature]*
BY *[Signature]* DATE 6-23-2016

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT

ARCHITECT
8501 Golden Valley Road, Ste. 300, Mpls., MN 55427

ADDRESS *[Signature]*
BY *[Signature]* DATE 7/7/16

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

OWNER
100 River Ridge Court, Burnsville, MN 55337

ADDRESS
BY
DATE



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Change Order

Burnsville High School

Project # 30150401

Tel: 952-707-2000 Fax: 952-707-2102

Date: 6/8/2016

Contractor:

Kendell Doors and Hardware, Inc.
2425 Enterprise Drive, Suite 100
Mendota Heights, MN 55120

Architect's Project No:

Contract Date:
Contract Number: 0810
Change Order Number: 002

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-067	003	Delete door and hardware for 11-135 per PR 067. HM Frame shipped already.	-528
PR-071	002	New Doors and associated hardware per PR 071.	7,367

The original Contract (s) Value was.....	409,848
Sum of changes by prior Change Orders.....	15,484
The Contract Value prior to this Change Order was.....	425,332
The Contract Value will be changed by this Change Order in the amount of.....	6,839
The new Contract Value including this Change Order will be.....	432,171
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION
AIA DOCUMENT G701/CMa

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OWNER	<input checked="" type="checkbox"/>	PCO #	159
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>		
ARCHITECT	<input checked="" type="checkbox"/>		93
CONTRACTOR	<input checked="" type="checkbox"/>		
FIELD	<input type="checkbox"/>		
OTHER	<input type="checkbox"/>		

(Instructions on reverse side)

PROJECT: <i>(Name and address)</i>	2015 ADDITIONS & ALTERATIONS TO BURNSVILLE HIGH SCHOOL BP #4 600 EAST HIGHWAY 13 BURNSVILLE, MINNESOTA 55337	CHANGE ORDER NO.:	2200.005
TO CONTRACTOR: <i>(Name and address)</i>	EL-JAY PLUMBING & HEATING, INC. 520 APOLLO AVENUE NE ST. CLOUD, MINNESOTA 56304	INITIATION DATE:	06/08/16
		PROJECT NOS.:	301504.01
		CONTRACT FOR:	<u>Contract #2200</u> Plumbing & Heating
		CONTRACT DATE:	10/22/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

RECEIVED

JUL 1 1 2016

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	3,269,000.00
Net change by previously authorized Change Orders	\$	57,142.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	3,326,142.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	14,995.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be ...	\$	3,341,137.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.

CONSTRUCTION MANAGER
7500 Olson Memorial Hwy, Golden Valley, MN 55427

ADDRESS *[Signature]* 7/7/16
BY DATE

EL-JAY PLUMBING & HEATING, INC.

CONTRACTOR
520 Apollo Avenue NE, St. Cloud, MN 56304

ADDRESS *[Signature]* 6/30/16
BY DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCH.

ARCHITECT
8501 Golden Valley Road, Ste. 300, Mpls., MN 55427

ADDRESS *[Signature]* 7/12/16
BY DATE

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

OWNER
100 River Ridge Court, Burnsville, MN 55337

ADDRESS
BY DATE



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Change Order

Burnsville High School

Project # 30150401

Tel: 952-707-2000 Fax: 952-707-2102

Date: 6/8/2016

Contractor:

El-Jay Plumbing & Heating, Inc.
520 Apollo Avenue
St. Cloud, MN 56304

Architect's Project No:

Contract Date:

Contract Number: 2200

Change Order Number: 005

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-088	001	Piping changes in Areas 10 and 11 per PR 88.	11,497
RCO-122	001	Add for 9 recessed boxes for wall hydrants not in specifications originally and PER RFI 342	1,453
RCO-122	002	Add for additional rain water piping not shown on original mechanical plans and per RFI 386 response.	2,885
RCO-135	002	Back charge to El Jay from Red Cedar for not including roof frames on drawings when asked for coordination.	-840

The original Contract (s) Value was.....	3,269,000
Sum of changes by prior Change Orders.....	57,142
The Contract Value prior to this Change Order was.....	3,326,142
The Contract Value will be changed by this Change Order in the amount of.....	14,995
The new Contract Value including this Change Order will be.....	3,341,137
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JUL 20 2016

JUL 28 2016

(Instructions on reverse side)

OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PCO # 162

95

PROJECT: 2015 ADDITIONS & ALTERATIONS TO
 (Name and address) BURNSVILLE HIGH SCHOOL BP #4
 600 EAST HIGHWAY 13
 BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.: 0980M.005

INITIATION DATE: 07/01/16

TO CONTRACTOR: HALDEMAN-HOMME, INC.
 (Name and address) 430 INDUSTRIAL BOULEVARD
 MINNEAPOLIS, MINNESOTA 55413

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #0980M
 Finishes, Specialties
 & Equipment

CONTRACT DATE: 11/5/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

RECEIVED

JUL 25 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	831,373.00
Net change by previously authorized Change Orders	\$	(23,609.00)
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	807,764.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	5,474.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	813,238.00
The Contract Time will be (increased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER

7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS

BY *[Signature]* DATE 7/21/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCH.
 ARCHITECT

8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS

BY *[Signature]* DATE 7/27/16

HALDEMAN-HOMME, INC.
 CONTRACTOR

430 Industrial Blvd., Minneapolis, MN 55413
 ADDRESS

BY *[Signature]* DATE 7-18-16

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS
 OWNER

100 River Ridge Court, Burnsville, MN 55337
 ADDRESS

BY _____ DATE _____



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Change Order

Burnsville High School

Project # 30150401

Tel: 952-707-2000 Fax: 952-707-2102

Date: 7/1/2016

Contractor:

Haldeman-Homme, Inc.
430 Industrial Boulevard
Minneapolis, MN 55413

Architect's Project No:

Contract Date:

Contract Number: 0980M

Change Order Number: 005

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-120	002	Supply ADA benches.	5,202
RCO-147	002	Material for additional top and side locker filler per RFI 476	272

The original Contract (s) Value was.....	831,373
Sum of changes by prior Change Orders.....	-23,609
The Contract Value prior to this Change Order was.....	807,764
The Contract Value will be changed by this Change Order in the amount of.....	5,474
The new Contract Value including this Change Order will be.....	813,238
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JUL 20 2016

JUL 28 2016

(Instructions on reverse side)

OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PCO # 163

97

PROJECT: 2015 ADDITIONS & ALTERATIONS TO
 (Name and address) BURNSVILLE HIGH SCHOOL BP #4
 600 EAST HIGHWAY 13
 BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.: 0980L.004

INITIATION DATE: 07/01/16

TO CONTRACTOR: HALDEMAN-HOMME, INC.
 (Name and address) 430 INDUSTRIAL BOULEVARD
 MINNEAPOLIS, MINNESOTA 55413

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #0980L
 Finishes, Specialties
 & Equipment

CONTRACT DATE: 11/5/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

RECEIVED

JUL 25 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (XXXXXXXXXXXXXXXXXXXX) was	\$	253,408.00
Net change by previously authorized Change Orders	\$	719.00
The (Contract Sum) (XXXXXXXXXXXXXXXXXXXX) prior to this Change Order was	\$	254,127.00
The (Contract Sum) (XXXXXXXXXXXXXXXXXXXX) will be (increased) (decreased) (unchanged) by this Change Order	\$	711.00
The new (Contract Sum) (XXXXXXXXXXXXXXXXXXXX Price) including this Change Order will be	\$	254,838.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.
CONSTRUCTION MANAGER

7500 Olson Memorial Hwy, Golden Valley, MN 55427
ADDRESS

BY *[Signature]* DATE 7/21/16

HALDEMAN-HOMME, INC.
CONTRACTOR

430 Industrial Blvd., Minneapolis, MN 55413
ADDRESS

BY *[Signature]* DATE 7.18.16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT
ARCHITECT

8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
ADDRESS

BY *[Signature]* DATE 7/27/16

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS
OWNER

100 River Ridge Court, Burnsville, MN 55337
ADDRESS

BY _____ DATE _____



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Change Order

Burnsville High School

Project # 30150401

Tel: 952-707-2000 Fax: 952-707-2102

Date: 7/1/2016

Contractor:

Haldeman-Homme, Inc.
430 Industrial Boulevard
Minneapolis, MN 55413

Architect's Project No:

Contract Date:

Contract Number: 0980L

Change Order Number: 004

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-120	001	Install ADA Benches.	508
RCO-147	001	Labor for additional top and side locker filler per RFI 476	203

The original Contract (s) Value was.....	253,408
Sum of changes by prior Change Orders.....	719
The Contract Value prior to this Change Order was.....	254,127
The Contract Value will be changed by this Change Order in the amount of.....	711
The new Contract Value including this Change Order will be.....	254,838
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

Handwritten initials

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JUL 14 2016

JUL 28 2016

(Instructions on reverse side)

OWNER

CONSTRUCTION MANAGER

ARCHITECT

CONTRACTOR

FIELD

OTHER

PCO # 165
99

PROJECT: 2015 ADDITIONS & ALTERATIONS TO
(Name and address) BURNSVILLE HIGH SCHOOL BP #3
600 EAST HIGHWAY 13
BURNSVILLE, MINNESOTA 55337

TO CONTRACTOR:
(Name and address)

NORTHLAND CONCRETE & MASONRY COMPANY, LLC
12026 RIVERWOOD DRIVE
BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.: 0330.012

INITIATION DATE: 07/01/16

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #0330
Cast In Place Concrete

CONTRACT DATE: 8/13/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

RECEIVED

JUL 22 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	2,617,189.00
Net change by previously authorized Change Orders	\$	238,766.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	2,855,955.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	(3,960.00)
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	2,851,995.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.

CONSTRUCTION MANAGER
7500 Olson Memorial Hwy, Golden Valley, MN 55427
ADDRESS

BY *[Signature]* DATE 7/19/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCH.

ARCHITECT
8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
ADDRESS

BY *[Signature]* DATE 7/27/16

NORTHLAND CONCRETE & MASONRY COMPANY, LLC

CONTRACTOR
12026 Riverwood Drive, Burnsville, MN 55337
ADDRESS

BY *[Signature]* DATE 7/12/16

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

OWNER
100 River Ridge Court, Burnsville, MN 55337
ADDRESS

BY _____ DATE _____



CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

165

Change Order

Burnsville High School

Project # 30150401

Tel: 952-707-2000 Fax: 952-707-2102

Date: 7/1/2016

Contractor:

Northland Concrete and Masonry Company, LLC
12026 Riverwood Drive
Burnsville, MN 55337

Architect's Project No:

Contract Date:

Contract Number: 0330

Change Order Number: 012

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-084R	001	Dowling, epoxy into existing slabs, infills at demoed slabs, cooling tower foundation per PR 84.	12,896
PR-087	001	Deletion of sidewalk per new limits of construction per PR 087.	-2,750
RCO-116	001	Additional topping required throughout the building due to the camber of the precast planks.	14,114
RCO-116	002	Deduct for thinner slab over blue duct per RFI response 433.	-5,520
RCO-141	001	Deletion of BP3 Alternate 1 work.	-22,700

The original Contract (s) Value was.....	2,617,189
Sum of changes by prior Change Orders.....	238,766
The Contract Value prior to this Change Order was.....	2,855,955
The Contract Value will be changed by this Change Order in the amount of.....	-3,960
The new Contract Value including this Change Order will be.....	2,851,995
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

17

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JUL 14 2016
JUL 28 2016

(Instructions on reverse side)

OWNER X
 CONSTRUCTION MANAGER X
 ARCHITECT X
 CONTRACTOR X
 FIELD
 OTHER

PCO # 167
101

PROJECT: 2015 ADDITIONS & ALTERATIONS TO BURNSVILLE HIGH SCHOOL BP #4
 (Name and address) 600 EAST HIGHWAY 13 BURNSVILLE, MINNESOTA 55337

TO CONTRACTOR: GEORGE F COOK CONSTRUCTION CO
 (Name and address) 2300 NEVADA AVENUE NORTH SUITE 200 GOLDEN VALLEY, MINNESOTA 55427

CHANGE ORDER NO.: 610.004
 INITIATION DATE: 07/05/16
 PROJECT NOS.: 301504.01
 CONTRACT FOR: Contract #0610 Selective Demolition /Carpentry
 CONTRACT DATE: 10/22/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

RECEIVED

JUL 22 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	1,443,000.00
Net change by previously authorized Change Orders	\$	41,267.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	1,484,267.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	18,766.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be ...	\$	1,503,033.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS
 BY *[Signature]* DATE 7/18/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS
 BY *[Signature]* DATE 7/27/16

GEORGE F COOK CONSTRUCTION CO
 CONTRACTOR
 2300 Nevada Ave. North, Ste 200, Golden Valley, MN 55427
 ADDRESS
 BY *[Signature]* DATE 7.12.16

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS
 OWNER
 100 River Ridge Court, Burnsville, MN 55337
 ADDRESS
 BY _____ DATE _____



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Change Order

Burnsville High School

Project # 30150401

Tel: 952-707-2000 Fax: 952-707-2102

Date: 7/5/2016

Contractor:

George F. Cook Construction
 2300 Nevada Avenue North Suite 200
 Golden Valley, Minnesota 55427

Architect's Project No:

Contract Date:

Contract Number: 0610

Change Order Number: 004

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-084R	002	Sawcut and remove poured concrete and masonry walls per PR 084R.	18,766

The original Contract (s) Value was.....	1,443,000
Sum of changes by prior Change Orders.....	41,267
The Contract Value prior to this Change Order was.....	1,484,267
The Contract Value will be changed by this Change Order in the amount of.....	18,766
The new Contract Value including this Change Order will be.....	1,503,033
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JUL 22 2016
JUL 28 2016

OWNER
CONSTRUCTION MANAGER
ARCHITECT
CONTRACTOR
FIELD
OTHER

PCO # 170
103

(Instructions on reverse side)

PROJECT: 2015 ADDITIONS & ALTERATIONS TO
(Name and address) BURNSVILLE HIGH SCHOOL BP #4
600 EAST HIGHWAY 13
BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.: 2601.008

INITIATION DATE: 07/11/16

TO CONTRACTOR:
(Name and address) PEOPLES ELECTRIC CO., INC.
277 FILLMORE AVENUE
ST. PAUL, MINNESOTA 55107

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #2601
Electrical/Communication
Security/Paging

CONTRACT DATE: 10/22/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

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JUL 26 2016

ARMSTRONG, TORSETH

SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price)	\$	3,558,650.00
Net change by previously authorized Change Orders	\$	123,346.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	3,681,996.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	59,325.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	3,741,321.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.

CONSTRUCTION MANAGER
7500 Olson Memorial Hwy, Golden Valley, MN 55427
ADDRESS

BY *Todd Sherr* DATE 7/22/16

PEOPLES ELECTRIC CO., INC.

CONTRACTOR
277 East Fillmore Avenue, St. Paul, MN 55107
ADDRESS

BY *Ronald J...* DATE 7/19/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCH.

ARCHITECT
8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
ADDRESS

BY *W. J...* DATE 7/27/16

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

OWNER
100 River Ridge Court, Burnsville, MN 55337
ADDRESS

BY _____ DATE _____



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Change Order

Burnsville High School

Project # 30150401
Tel: 952-707-2000 Fax: 952-707-2102

Date: 7/11/2016
Contractor:
Peoples Electric Company, Inc.
277 East Fillmore Avenue
St. Paul, MN 55107

Architect's Project No:
Contract Date:
Contract Number: 2601
Change Order Number: 008

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-090	004	Move 4 DD fixtures and add 1 BB fixture per PR 090.	12,150
PR-102	005	Additional wiring and conduit in credit union per PR 102.	786
PR-104	003	Added wiring for card readers per PR 104.	6,088
PR-106R	001	Classroom data cabling changes per PR 106R.	26,449
PR-108	003	Connections to laser etcher exhaust fans and cord drops per PR 108.	13,852

The original Contract (s) Value was.....	3,558,650
Sum of changes by prior Change Orders.....	123,346
The Contract Value prior to this Change Order was.....	3,681,996
The Contract Value will be changed by this Change Order in the amount of.....	59,325
The new Contract Value including this Change Order will be.....	3,741,321
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa **JUL 22 2016**

JUL 28 2016

(Instructions on reverse side)

OWNER X
 CONSTRUCTION MANAGER X
 ARCHITECT X
 CONTRACTOR X
 FIELD
 OTHER

PCO # 172
105

PROJECT: 2015 ADDITIONS & ALTERATIONS TO
 (Name and address) BURNSVILLE HIGH SCHOOL BP #4
 600 EAST HIGHWAY 13
 BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.: 0966.003

INITIATION DATE: 07/11/16

TO CONTRACTOR:
 (Name and address) ADVANCE TERRAZZO & TILE COMPANY, INC.
 425 COON RAPIDS BLVD.
 COON RAPIDS, MINNESOTA 55433

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #0966
 Epoxy Terrazzo Flooring

CONTRACT DATE: 11/5/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

RECEIVED

JUL 26 2016

**ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.**

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price)	\$	508,000.00
Net change by previously authorized Change Orders	\$	21,000.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	529,000.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	4,096.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	533,096.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.

CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427

ADDRESS *[Signature]*
 BY *[Signature]* DATE 7/22/16

ADVANCE TERRAZZO & TILE COMPANY, INC.

CONTRACTOR
 425 Coon Rapids Blvd., Coon Rapids, MN 55433

ADDRESS *[Signature]*
 BY *[Signature]* DATE 7/21/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT

ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427

ADDRESS *[Signature]*
 BY *[Signature]* DATE 7/27/16

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

OWNER
 100 River Ridge Court, Burnsville, MN 55337

ADDRESS
 BY _____ DATE _____



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Change Order

Burnsville High School

Project # 30150401

Tel: 952-707-2000 Fax: 952-707-2102

Date: 7/11/2016

Contractor:

Advance Terrazzo & Tile Company
425 Coon Rapids Blvd.
Coon Rapids, MN 55448

Architect's Project No:

Contract Date:

Contract Number: 0966

Change Order Number: 003

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
RCO-133	001	Pour sloped portion of hallway on 2nd floor in Area 5.	3,306
RCO-133	003	Area 5 first floor fill required due to discrepancy between BP3 and 4	790

The original Contract (s) Value was.....	508,000
Sum of changes by prior Change Orders.....	21,000
The Contract Value prior to this Change Order was.....	529,000
The Contract Value will be changed by this Change Order in the amount of.....	4,096
The new Contract Value including this Change Order will be.....	533,096
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa JUL 21 2016

JUL 28 2016

(Instructions on reverse side)

OWNER	<input checked="" type="checkbox"/>	PCO #	173
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>		107
ARCHITECT	<input checked="" type="checkbox"/>		
CONTRACTOR	<input type="checkbox"/>		
FIELD	<input type="checkbox"/>		
OTHER	<input type="checkbox"/>		

PROJECT: 2015 ADDITIONS & ALTERATIONS TO
 (Name and address) BURNSVILLE HIGH SCHOOL BP #4
 600 EAST HIGHWAY 13
 BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.: 0920.004

INITIATION DATE: 07/11/16

TO CONTRACTOR: COMMERCIAL DRYWALL, INC.
 (Name and address) 3026 161ST AVENUE NW
 ANDOVER, MINNESOTA 55304

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #0920
Drywall/Cold Formed

CONTRACT DATE: Metal Framing/DEFS
11/5/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

RECEIVED

JUL 25 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price)	\$	609,850.00
Net change by previously authorized Change Orders	\$	19,132.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	628,982.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	12,534.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	641,516.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS
 BY *[Signature]* DATE 7/21/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCH.
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS
 BY *[Signature]* DATE 7/27/16

COMMERCIAL DRYWALL, INC.
 CONTRACTOR
 3028 161st Avenue NW, Andover, MN 55304
 ADDRESS
 BY *[Signature]* DATE 7/18/16

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS
 OWNER
 100 River Ridge Court, Burnsville, MN 55337
 ADDRESS
 BY _____ DATE _____



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Change Order

Burnsville High School

Project # 30150401
Tel: 952-707-2000 Fax: 952-707-2102

Date: 7/11/2016
Contractor:
Commercial Drywall, Inc.
3026 161st Avenue NW
Andover, MN 55304

Architect's Project No:
Contract Date:
Contract Number: 0920
Change Order Number: 004

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-112	001	Add drywall around steel beam per PR 112.	1,193
PR-116	001	Adding sound walls above operable partitions per PR 116.	4,463
RCO-124	001	Add furring behind cabinets to accommodate electrical work per RFI 401.	1,638
RCO-128	001	Fill and seal around bar joists at precast pockets.	490
RCO-128	002	Patch and tape around boxes cut in by El-Jay. Back charge to El Jay.	680
RCO-128	003	Install 2 hour rating at structural I beams in stairwell 11-125.	1,429
RCO-128	004	Sheetrock removal for receptacle height changes.	595
RCO-145	002	Furring out 9' of wall in 11-234 per Gene Borth to cover plumbing pipes.	516
RCO-145	003	Additional soffit per ASI 023.	600
RCO-145	001	Furring out room 11-107 per RFI 445.	930

The original Contract (s) Value was.....	609,850
Sum of changes by prior Change Orders.....	19,132
The Contract Value prior to this Change Order was.....	628,982
The Contract Value will be changed by this Change Order in the amount of.....	12,534
The new Contract Value including this Change Order will be.....	641,516
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa **JUL 20 2016**

JUL 28 2016

(Instructions on reverse side)

OWNER	<input checked="" type="checkbox"/>	PCO #	175
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>		109
ARCHITECT	<input checked="" type="checkbox"/>		
CONTRACTOR	<input checked="" type="checkbox"/>		
FIELD	<input type="checkbox"/>		
OTHER	<input type="checkbox"/>		

PROJECT: 2015 ADDITIONS & ALTERATIONS TO
 (Name and address) BURNSVILLE HIGH SCHOOL BP #3
 600 EAST HIGHWAY 13
 BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.: 0241.003

INITIATION DATE: 07/14/16

TO CONTRACTOR: LLOYD'S CONSTRUCTION SERVICES, INC.
 (Name and address) 7207 W 128TH STREET
 SAVAGE, MINNESOTA 55378

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #0241
Building Demolition

CONTRACT DATE: 08/13/15

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

RECEIVED

JUL 25 2016

ARMSTRONG, TORSETH

SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	285,155.00
Net change by previously authorized Change Orders	\$	18,995.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	304,150.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	19,475.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	323,625.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive. unchanged

WENCK CONSTRUCTION INC.
CONSTRUCTION MANAGER

7500 Olson Memorial Hwy, Golden Valley, MN 55427
ADDRESS

BY *[Signature]* 7/27/16 DATE

LLOYD'S CONSTRUCTION SERVICES, INC.
CONTRACTOR

7207 West 128th Street, Savage, MN 55378
ADDRESS

BY *[Signature]* 7/18/16 DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCH.
ARCHITECT

8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
ADDRESS

BY *[Signature]* 7/27/16 DATE

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS
OWNER

100 River Ridge Court, Burnsville, MN 55337
ADDRESS

BY _____ DATE



CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

Change Order

Burnsville High School

Project # 30150401

Tel: 952-707-2000 Fax: 952-707-2102

Date: 7/14/2016

Contractor:

Lloyd's Construction Services, Inc.
7207 West 125th Street
Savage, MN 55378

Architect's Project No:

Contract Date:

Contract Number: 0241

Change Order Number: 003

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-062	006	Saw cutting for new CMU to run up at snow load area per PR 062.	850
RCO-131	001	Additional sawcutting/drilling/jackhammering done due to inconsistencies and lack of clarity in drawings. Some being back charged.	15,285
RCO-132	001	Removal of collapsed portion of tunnel. Back charge to Northland	3,340

The original Contract (s) Value was.....	285,155
Sum of changes by prior Change Orders.....	18,995
The Contract Value prior to this Change Order was.....	304,150
The Contract Value will be changed by this Change Order in the amount of.....	19,475
The new Contract Value including this Change Order will be.....	323,625
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JUL 21 2016

JUL 28 2016

OWNER X
 CONSTRUCTION MANAGER X
 ARCHITECT X
 CONTRACTOR X
 FIELD
 OTHER

PCO # 176

111

(Instructions on reverse side)

PROJECT: 2015 ADDITIONS & ALTERATIONS TO
 (Name and address) BURNSVILLE HIGH SCHOOL BP #4
 600 EAST HIGHWAY 13
 BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.: 2302.006

INITIATION DATE: 07/14/16

TO CONTRACTOR:
 (Name and address) THELEN HEATING & ROOFING, INC.
 1717 13TH STREET SE
 BRAINERD, MINNESOTA 56401

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #2302
 HVAC/Temperature
 Controls

CONTRACT DATE: 10/22/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

RECEIVED

JUL 25 2016

ARMSTRONG, TORSETH

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) xxxxxxx	\$	2,751,800.00
Net change by previously authorized Change Orders	\$	41,855.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	2,793,655.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	22,084.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be ...	\$	2,815,739.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER

7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS

BY *Todd Krenn* 7/21/16 DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCH.
 ARCHITECT

8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS

BY *W J Jupp* 7/27/16 DATE

THELEN HEATING & ROOFING, INC.
 CONTRACTOR

1717 13th Street, SE, Brainerd, MN 56401
 ADDRESS

BY *Thelen* 7-18-16 DATE

BURNSVILLE-FAGAN-SAVAGE PUBLIC SCHOOLS
 OWNER

100 River Ridge Court, Burnsville, MN 55337
 ADDRESS

BY _____ DATE



CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.



Change Order

Burnsville High School

Project # 30150401

Tel: 952-707-2000 Fax: 952-707-2102

Date: 7/14/2016

Contractor:

Thelen Heating & Roofing
1717 - 13th Street SE
Brainerd, MN 56401

Architect's Project No:

Contract Date:

Contract Number: 2302

Change Order Number: 006

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-108	002	Additional laser exhaust systems per PR 108.	20,987
RCO-131	003	Sawcutting holes in roof for Thelen. Back charge.	-1,283
RCO-140	001	Smoke seal floor in chase next to room 11-120 per code official.	1,220
RCO-140	002	Demo existing duct per Gary Grenzer.	1,160

The original Contract (s) Value was.....	2,751,800
Sum of changes by prior Change Orders.....	41,855
The Contract Value prior to this Change Order was.....	2,793,655
The Contract Value will be changed by this Change Order in the amount of.....	22,084
The new Contract Value including this Change Order will be.....	2,815,739
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JUL 22 2016

JUL 28 2016

OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PCO # 177
113

(Instructions on reverse side)

PROJECT: 2015 ADDITIONS & ALTERATIONS TO
 (Name and address) BURNSVILLE HIGH SCHOOL BP #3
 600 EAST HIGHWAY 13
 BURNSVILLE, MINNESOTA 55337

TO CONTRACTOR:
 (Name and address) RED CEDAR STEEL ERECTORS, INC.
 4621 DOMAIN DRIVE
 MENOMONIE, WISCONSIN 54751

CHANGE ORDER NO.: 0510.005
 INITIATION DATE: 07/13/16
 PROJECT NOS.: 301504.01
 CONTRACT FOR: Contract #0510
 Structural Steel Erection
 CONTRACT DATE: 8/13/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

RECEIVED

JUL 26 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price)	\$	582,300.00
Net change by previously authorized Change Orders	\$	25,445.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	607,745.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	(10,765.00)
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be ...	\$	596,980.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.

CONSTRUCTION MANAGER
7500 Olson Memorial Hwy, Golden Valley, MN 55427

ADDRESS
BY *[Signature]* DATE 7/22/16

RED CEDAR STEEL ERECTORS, INC.

CONTRACTOR
4621 Domain Drive, Menomonie, WI 54751

ADDRESS
BY *[Signature]* DATE 7-19-16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT

ARCHITECT
8501 Golden Valley Road, Ste. 300, Mpls., MN 55427

ADDRESS
BY *[Signature]* DATE 7/27/16

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

OWNER
100 River Ridge Court, Burnsville, MN 55337

ADDRESS
BY _____ DATE _____



CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.



Change Order

Burnsville High School

Project # 30150401

Tel: 952-707-2000 Fax: 952-707-2102

Date: 7/13/2016

Contractor:

Red Cedar Steel Erectors, Inc.
4621 Domain Drive
Menomonie, WI 54751

Architect's Project No:

Contract Date:

Contract Number: 0510

Change Order Number: 005

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-062	002	Deleting joist erection per PR 62.	-13,600
RCO-127	001	Changes to Momentum Bars in Area 5.	1,995
RCO-135	001	Back charge to El Jay from Red Cedar for not including roof frames on drawings when asked for coordination.	840

The original Contract (s) Value was.....	582,300
Sum of changes by prior Change Orders.....	25,445
The Contract Value prior to this Change Order was.....	607,745
The Contract Value will be changed by this Change Order in the amount of.....	-10,765
The new Contract Value including this Change Order will be.....	596,980
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JUL 21 2016

JUL 28 2016

OWNER X
 CONSTRUCTION MANAGER X
 ARCHITECT X
 CONTRACTOR X
 FIELD
 OTHER

PCO # 179
115

(Instructions on reverse side)

PROJECT: 2015 ADDITIONS & ALTERATIONS TO
 (Name and address) BURNSVILLE HIGH SCHOOL BP #4
 600 EAST HIGHWAY 13
 BURNSVILLE, MINNESOTA 55337

TO CONTRACTOR:
 (Name and address) COMMERCIAL DRYWALL, INC.
 3026 161ST AVENUE NW
 ANDOVER, MINNESOTA 55304

CHANGE ORDER NO.: 0920.005
 INITIATION DATE: 07/14/16
 PROJECT NOS.: 301504.01
 CONTRACT FOR: Contract #0920
 Drywall/Cold Formed
 Metal Framing/DEFS
 CONTRACT DATE: 11/5/2015

The Contract is changed as follows:

Provide labor and material as necessary to complete the work as noted on the attached Page #2

RECEIVED

JUL 25 2016

ARMSTRONG, TORSETH

SKOLD & RYDEEN, INC.

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	609,850.00
Net change by previously authorized Change Orders	\$	31,666.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	641,516.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	25,158.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	666,674.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER

7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS

BY Todd Shew DATE 7/21/16

COMMERCIAL DRYWALL, INC.

CONTRACTOR
 3028 161st Avenue NW, Andover, MN 55304

ADDRESS

BY Jane L. Zesch DATE 7/19/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCH.
 ARCHITECT

8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS

BY W J. Fry DATE 7/27/16

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

OWNER
 100 River Ridge Court, Burnsville, MN 55337

ADDRESS

BY _____ DATE _____



CAUTION: You should use an original AIA document which has this caution printed in red.
 An original assures that changes will not be obscured as may occur when documents are reproduced.



Change Order

Burnsville High School

Project # 30150401

Tel: 952-707-2000 Fax: 952-707-2102

Date: 7/14/2016

Contractor:
Commercial Drywall, Inc.
3026 161st Avenue NW
Andover, MN 55304

Architect's Project No:
Contract Date:
Contract Number: 0920
Change Order Number: 005

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-077	005	Plaster west wall of corridor 10-118 per PR 077.	15,058
PR-117	001	Provide 1 hour gypsum board shaft wall assemblies below stairs throughout building per PR 117.	10,100

The original Contract (s) Value was.....	609,850
Sum of changes by prior Change Orders.....	31,666
The Contract Value prior to this Change Order was.....	641,516
The Contract Value will be changed by this Change Order in the amount of.....	25,158
The new Contract Value including this Change Order will be.....	666,674
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

BHS Budget Report with Change Orders

117

Information	Company	Wenck Estimates	Awarded Bid	Change Orders To Date	Percent of Change	Numer of Change Orders	Contract Amount With Change Orders	Percent of Completion
Bid Pack #1								
Contract #0600 General Construction Shop Annex	Ebert Construction	\$919,600.00	\$671,900.00	\$94,924.00	14.13%	17	\$766,824.00	97.63%
Contract #2300 Mechanical	Klamm Mechanical	\$647,800.00	\$900,000.00	\$47,621.00	5.29%	9	\$947,621.00	95.00%
Contract #2600 Electrical	Peoples Electric	\$293,600.00	\$566,500.00	\$90,391.00	15.96%	16	\$656,891.00	95.00%
Contract #3110 Site Demolition and Improvements	Max Steininger Inc.	\$775,285.10	\$530,000.00	\$339,467.00	64.05%	8	\$869,467.00	88.43%
Contract #3300 Site Utility Relocation	Veit & Co.	\$243,170.00	\$410,000.00	\$115,109.00	28.08%	5	\$525,109.00	95.00%
Contract #0240 Building Demolition	Veit & Co.	\$366,047.14	\$71,039.00	\$30,496.00	42.93%	5	\$101,535.00	100.00%
		<u>\$3,245,502.24</u>	<u>\$3,149,439.00</u>	<u>\$718,008.00</u>			<u>\$3,867,447.00</u>	
Bid Pack #2								
Contract #0345 Precast Concrete Wall Panels	Wells Concrete	\$2,403,594.00	\$2,615,000.00	(\$102,886.00)	-3.93%	4	\$2,512,114.00	93.79%
		<u>\$2,403,594.00</u>	<u>\$2,615,000.00</u>	<u>(\$102,886.00)</u>			<u>\$2,512,114.00</u>	
Bid Pack #3								
Contract #0420 Masonry	Crosstown Masonry Incorporated	\$1,305,616.00	\$1,240,000.00	\$48,306.00	3.90%	5	\$1,288,306.00	82.50%
Contract #3301 Site Utilities	Metro Utilities, Inc.	\$181,880.00	\$288,750.00	\$27,808.00	9.63%	4	\$316,558.00	74.03%
Contract #3290 Landscaping/Irrigation Systems	Urban Companies, LLC	\$305,275.00	\$240,069.00	\$18,984.00	7.91%	4	\$259,053.00	15.23%
Contract #3210 Asphalt Paving/Curbs	Midwest Asphalt Corporation	\$1,244,655.00	\$921,900.00	(\$548.00)	-0.06%	4	\$921,352.00	12.60%
Contract #3100 Earthwork/Site Demolition	Max Steininger Inc.	\$1,179,458.00	\$1,071,000.00	\$77,306.00	7.22%	6	\$1,148,306.00	87.32%
Contract #2202 Mechanical	Klamm Mechanical	\$551,250.00	\$872,000.00	\$42,683.00	4.89%	6	\$914,683.00	83.35%
Contract #0510 Structural Steel Erection	Red Cedar Steel Erectors, Inc.	\$599,057.00	\$582,300.00	\$14,680.00	2.52%	5	\$596,980.00	93.05%
Contract #0340 Structural Precast Concrete	Wells Concrete	\$1,013,719.00	\$933,340.00	(\$1,519.00)	-0.16%	1	\$931,821.00	95.15%
Contract #0330 Cast-In-Place Concrete	Northland Concrete & Masonry, LLC	\$2,739,043.00	\$2,617,189.00	\$234,806.00	8.97%	12	\$2,851,995.00	81.32%
Contract #0241 Building Demolition	Lloyd's Construction Services Inc.	\$146,221.00	\$285,155.00	\$38,470.00	13.49%	3	\$323,625.00	81.56%
Contract #0512 Structural Steel Supply	American Structural Metals, Inc.	\$788,856.00	\$898,900.00	\$2,830.00	0.31%	4	\$901,730.00	92.54%

Information	Company	Wenck Estimates	Awarded Bid	Change Orders To Date	Percent of Change	Numer of Change Orders	Contract Amount With Change Orders	Percent of Completion
		<u>\$10,055,030.00</u>	<u>\$9,950,603.00</u>	<u>\$503,806.00</u>			<u>\$10,454,409.00</u>	
Bid Pack #4								
Contract #0790 Caulking/Firestopping/Traffic Coatings	The Caulkers Company, Inc.	\$96,495.00	\$86,900.00	\$0.00	0.00%	0	\$86,900.00	3.28%
Contract #0335 Polished Concrete Floors	Questmark Flooring	\$33,633.60	\$15,969.00	\$0.00	0.00%	0	\$15,969.00	0.00%
Contract #0511 Miscellaneous Metals - Erection	Red Cedar Steel Erectors, Inc.	\$58,387.35	\$126,500.00	\$0.00	0.00%	0	\$126,500.00	52.57%
Contract #0550 Miscellaneous Metals Fabrication- Supply	American Structural Metals, Inc.	\$411,285.00	\$802,450.00	\$0.00	0.00%	0	\$802,450.00	76.00%
Contract #0990 Painting	Fransen Decorating, Inc.	\$401,378.25	\$230,305.00	(\$11,500.00)	-4.99%	1	\$218,805.00	28.50%
Owner Direct - Architectural Purchase	Haldeman-Homme Inc.	\$1,636,582.50	\$1,084,781.00	(\$16,705.00)	-1.54%	9	\$1,068,076.00	29.75%
Contract #2601 Electrical/Communications/Security/Paging	Peoples Electric	\$3,736,950.00	\$3,558,650.00	\$182,671.00	5.13%	8	\$3,741,321.00	69.12%
Contract #2305 Testing and Balancing	Marcus Global, Inc.	\$71,299.20	\$67,800.00	\$0.00	0.00%	0	\$67,800.00	0.00%
Contract #2302 HVAC/Temperature Controls	Thelen Heating & Roofing, Inc.	\$3,479,700.00	\$2,751,800.00	\$63,939.00	2.32%	6	\$2,815,739.00	71.20%
Contract #2200 Plumbing and Heating	El-Jay Plumbing & Heating, Inc.	\$3,709,440.00	\$3,269,000.00	\$72,137.00	2.21%	5	\$3,341,137.00	59.45%
Contract #2100 Fire Protection	Total Fire Protection, Inc.	\$427,798.35	\$418,890.00	\$0.00	0.00%	0	\$418,890.00	78.40%
Contract #1440 Wheelchair Lift	DRN Enterprises, d.b.a Arrow Lift	\$15,750.00	\$26,989.00	\$0.00	0.00%	0	\$26,989.00	28.50%
Contract #1420 Elevators	ThyssenKrupp Elevator Americas	\$189,000.00	\$200,047.00	\$0.00	0.00%	0	\$200,047.00	28.50%
Contract #1140 Food Service Equipment	Advanced Contract Equipment and Design	\$15,750.00	\$18,381.00	\$7,966.00	43.34%	1	\$26,347.00	0.00%
Contract #0610 Selective Demolition/Carpentry	George F. Cook Construction Co.	\$1,521,190.65	\$1,443,000.00	\$60,033.00	4.16%	4	\$1,503,033.00	36.82%
Contract #1022 Folding Panel Partitions	W.L. Hall Company	\$61,425.00	\$52,904.00	\$0.00	0.00%	0	\$52,904.00	32.27%
Contract #0750 Roofing and Metal Panels	Palmer West Construction Company, Inc.	\$2,206,743.00	\$1,603,200.00	\$14,529.00	0.91%	2	\$1,617,729.00	82.58%
Contract #0966 Epoxy Terrazzo Flooring	Advance Terrazzo Flooring	\$612,417.75	\$508,000.00	\$25,096.00	4.94%	3	\$533,096.00	39.60%
Contract #0965 Resilient Flooring/Carpet	Floors by Becker, Inc.	\$368,131.05	\$431,132.00	\$2,521.00	0.58%	1	\$433,653.00	38.18%
Contract #0950 Acoustical Ceilings	Kirk Acoustics	\$383,939.85	\$300,280.00	\$3,406.00	1.13%	1	\$303,686.00	0.00%
Contract #0930 Tile	Multiple Concepts Interiors, Inc.	\$886,415.25	\$1,324,000.00	(\$43,405.00)	-3.28%	2	\$1,280,595.00	32.73%

Information	Company	Wenck Estimates	Awarded Bid	Change Orders To Date	Percent of Change	Numer of Change Orders	Contract Amount With Change Orders	Percent of Completion
Contract #0920 Drywall/Cold Formed Metal Framing/DEF	Commercial Drywall, Inc.	\$1,222,033.05	\$609,850.00	\$56,824.00	9.32%	5	\$666,674.00	73.80%
Contract #0840 Aluminum Entrances I Storefronts I Curta	Envision Glass, Inc.	\$1,668,936.15	\$1,276,534.00	(\$4,853.00)	-0.38%	1	\$1,271,681.00	53.81%
Contract #0833 Coiling/Overhead Doors	Overhead Door of the Northland	\$76,125.00	\$73,689.00	\$0.00	0.00%	0	\$73,689.00	0.00%
Contract #0810 Doors/Frames/Hardware - Supply	Kendell Doors & Hardware, Inc.	\$445,068.75	\$409,848.00	\$22,323.00	5.45%	2	\$432,171.00	24.01%
Owner Direct - Chiller Plant Purchase	Train Co.	\$1,470,000.00	\$1,296,580.00	\$0.00	0.00%	0	\$1,296,580.00	59.69%
Contract #1044 Signage	(Lawrence) Walker Sign Holdings, Inc.	\$47,250.00	\$32,425.00	\$0.00	0.00%	0	\$32,425.00	25.21%
		<u>\$25,253,124.75</u>	<u>\$22,019,904.00</u>	<u>\$434,982.00</u>			<u>\$22,454,886.00</u>	
	Grand Totals	<u>\$40,957,250.99</u>	<u>\$37,734,946.00</u>	<u>\$1,553,910.00</u>	4.12%		<u>\$39,288,856.00</u>	
							<u>\$41,716,739.00</u>	

REVIEW AND COMMENT CONSTRUCTION BUDGET WITH ALTERNATIVE FACILITIES FUNDING



**Agenda III.A.
August 11, 2016**

To: Board of Education
Dr. Joe Gothard, superintendent

From: Dr. Kathy Funston, director of strategic partnerships and

Date: August 5, 2016

Re: Report on Bosch Community Fund Grant

Receive a report from Dr. Kathy Funston, director of strategic partnerships and pathways on the Bosch Community Fund Grant.

Attachment: Presentation



Partnerships and Pathways

Middle School Makerspaces

August 11, 2016

Future Ready. Community Strong.

One91 Partners



BOSCH





U.S. DEPARTMENT OF EDUCATION CTE MAKEOVER CHALLENGE



- ★ **Only 600 schools, industries, businesses chosen**
- ★ **Six weeks of professional development**
- ★ **Blueprint development of secondary One91 makerspaces**



2015-2016

STEM Fabrication Lab

\$21,920



\$12,000

2016-2017

Scientific
Technological
Environmental

One91

- 1 of only 5 school districts



Focus on programs and activities that...

- build strong and sustainable pathways
- provide opportunities for ALL students
- develop graduates who have skills, credentials, and credits

Continues opportunities from elementary school

“New ‘Makerspaces’ Will Encourage Creativity, Independence”

Tight alignment with STEA³M at middle school

Addresses One91 Strategic Directions

Close gaps and raise achievement for all students

Create a culturally proficient school system

Maximize resources for optimal student learning

Increase the capacity for partnership with community

“ It’s all about the people and the ‘spacemakers.’ More than just tools, more than particular programs or projects, successful makerspaces are about the people and community.”

With much appreciation to our partners...

2016-2017



Bosch Community Fund
\$12,000

Greater Twin Cities United
Way
\$5,000

US Department of Education
\$12,000



Future Ready. Community Strong.

**Agenda III.B.
August 11, 2016**

To: Board of Education
Dr. Joe Gothard, superintendent

From: Tom Umhoefer, director of community education, and Cindy Check, early childhood programs coordinator

Date: August 9, 2016

Re: Report on New State Funding for Pre-Kindergarten

Receive a report from Tom Umhoefer, director of community education, and Cindy Check, early childhood programs coordinator on new state funding for pre-kindergarten.



Agenda Item III.C.
August 11, 2016

TO: Members, Board of Education
Dr. Joe Gothard, Superintendent

FROM: Lisa Rider, Executive Director of Business Services

DATE: August 4, 2016

RE: Approve Addendum to Contract with Normandale for PSEO for 2016-2017
School Year

Recommendation: That the Board of Education approves an addendum to the income contract with the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Normandale Community College for PSEO for the 2016-2017 School Year.

This agreement will continue to require us to pay invoices directly billed by Normandale Community College at the rate of \$225 per credit hour. This process will result in a greater amount of revenue being retained by the college as well as ISD 191 through the funds allocation with the Contract with College process versus the traditional PSEO process used through first semester of the 2015-2016 school year. We have utilized the income contract for second semester of 2015-2016. We will be reviewing the financials of this during our audit process.

This agreement will be for the entire 2016-2017 school year.

Attachment: State of Minnesota Normandale Community College
Minnesota State Colleges and Universities Income Contract and
addendum



March 18, 2016

Mr. Dave Helke
Principal
Burnsville High School
600 MN-13
Burnsville, MN 55337

Dear Mr. Helke,

Enclosed is an addendum to the district and college's PSEO contract to extend our agreement for an additional year, through June 30, 2017. There is no change in the terms of the contract. The charge will remain at the 2015-16 level of \$225 per credit.

Two copies of the agreement with original signatures can be returned to me. We will then return a full executed document to you.

Please let me know if you have questions.

Sincerely,

Lisa Wheeler, EdD
Vice President, Finance and Operations

Enclosure: Addendum

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
INCOME CONTRACT AMENDMENT NO. (1)

Board of Trustees of the
 Minnesota State Colleges and Universities
 Normandale Community College
 and
 MN Independent School District 191

Original Contract Effective Date: July 1, 2015
 Original Contract Expiration Date: June 30, 2016
 Amended Contract Expiration Date: June 30, 2017

This amendment is between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of Normandale Community College (hereinafter COLLEGE), and Minnesota Independent School District 191 (hereinafter SCHOOL DISTRICT).

Recitals

WHEREAS, MnSCU has a contract with the SCHOOL DISTRICT (hereinafter "Original Contract") for Post-Secondary Enrollment Option (PSEO) services to be directly contracted with the COLLEGE.

WHEREAS, the COLLEGE and the SCHOOL DISTRICT are willing to amend the Original Contract as stated below,

NOW THEREFORE, it is agreed:

Contract Amendment

In this Amendment, deleted contract terms will be struck out and the added contract terms will be underlined.

REVISION 1. TERM OF CONTRACT is amended as follows:

This ~~contract~~ amendment shall be effective on ~~July 1, 2015~~ July 1, 2016 **or upon the date the final required signature is obtained by the COLLEGE**, whichever occurs later, and shall remain in effect until ~~June 30, 2016~~ June 30, 2017 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

This agreement is effective for the ~~2015-2016~~ 2016-2017 Academic Year and may be reviewed on an annual basis and extended through written agreement of both parties.

REVISION 2. AUTHORIZED REPRESENTATIVES is amended as follows:

The SCHOOL DISTRICT's Authorized Representative for the purposes of administration of this contract is Dave Helke, Principal. The COLLEGE'S Authorized Representative for the purposes of administration of this contract is ~~Matthew Crawford, Dean of Enrollment and Marketing~~ Torrion Amie, Interim Dean of Outreach and Enrollment.

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

Except as amended above, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

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

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

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Normandale Community College:

By (authorized signature and printed name)	<i>Lisa Wheeler</i> Lisa Wheeler
Title	VP of Finance and Operations
Date	3/18/16

2. SCHOOL DISTRICT:

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

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

3. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
INCOME CONTRACT AMENDMENT NO. (1)

Board of Trustees of the
 Minnesota State Colleges and Universities
 Normandale Community College
 and
 MN Independent School District 191

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 Original Contract Expiration Date: June 30, 2016
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This amendment is between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of Normandale Community College (hereinafter COLLEGE), and Minnesota Independent School District 191 (hereinafter SCHOOL DISTRICT).

Recitals

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Except as amended above, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

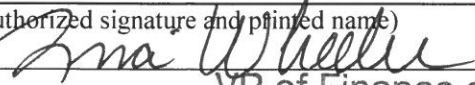
The rest of this page intentionally left blank. Signature page to follow.

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

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Normandale Community College:

By (authorized signature and printed name)	 Lisa Wheeler
Title	VP of Finance and Operations
Date	3/18/16

2. SCHOOL DISTRICT:

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

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

3. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #

STATE OF MINNESOTA

Normandale Community College

MINNESOTA STATE COLLEGES AND UNIVERSITIES

INCOME CONTRACT

This contract is by and between Independent School District 191 (hereinafter "SCHOOL DISTRICT") and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Normandale Community College (hereinafter "COLLEGE").

WHEREAS, the SCHOOL DISTRICT has a need for a specific service; and

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

NOW, THEREFORE, it is agreed:

I. DUTIES OF COLLEGE. The COLLEGE agrees to provide the following:

Enter into this agreement for services to be provided under contract with the SCHOOL DISTRICT.

- Communicate eligibility requirements.
- Provide courses and other services at the same level as provided to general COLLEGE students.
- Provide textbooks and other required course materials.
- Award COLLEGE credit to students upon successful completion of courses.
- Provide course grades/transcripts to the SCHOOL DISTRICT at the conclusion of each semester.

In addition:

- Create invoices for the SCHOOL DISTRICT for credits being taken by SCHOOL DISTRICT students.

II. DUTIES OF SCHOOL DISTRICT. The SCHOOL DISTRICT agrees to provide the following:

Enter into this agreement for Post-Secondary Enrollment Option (PSEO) services to be directly contracted with the COLLEGE.

- Assume travel reimbursement costs for eligible low income students.
- Complete the Post-Secondary Enrollment Options Program – Notice of Registration Form (ED01763-15) for each student participating in this program.
- Authorize enrollment/course selection for eligible high school students at the COLLEGE. Eligible students are the same students defined as eligible for the Post-Secondary Enrollment

Options program in the following three authorities: (a) Minnesota Statutes 124D.09, (b) Normandale policy, and (c) Minnesota State College and University policy.

In addition:

- Communicate to students that textbooks are the property of the COLLEGE and must be returned at the end of each semester. Textbooks not returned will result in a hold preventing the student from registering in future terms.
- Communicate application deadlines with students. Students need to apply by July 1 for fall semester and December 1 for spring semester.
- Students are not eligible to take courses with course fees greater than or equal to \$85.
- Communicate how to arrange educational accommodations. The COLLEGE retains authority to determine whether a request for an educational accommodation is appropriate for classes taken for COLLEGE credit.
- Pay the COLLEGE for all registered credits as of midnight the 15th business day each semester. The COLLEGE cannot control/limit the number of credits a student registers for and thus the total amount is the districts responsibility.

III. CONSIDERATION AND TERMS OF PAYMENT.

A. Consideration for all services performed and goods or materials supplied by the COLLEGE pursuant to this contract shall be paid by the SCHOOL DISTRICT as follows:

The school district will be billed by COLLEGE at the rate of \$225 per credit hour per student. As of the drafting of this agreement, \$225 represents the same rate as standard the COLLEGE tuition and fees and a per credit charge for textbook rental. These rates may change in future contracts.

B. Terms of Payment. Payment shall be made by the SCHOOL DISTRICT as follows

Invoices will be sent to the SCHOOL DISTRICT by October 1 for fall enrollment and April 1 for spring enrollment.

Payments to the COLLEGE for tuition/fees/textbook charges will be made by the SCHOOL DISTRICT by December 1 for fall semester and June 1 for spring semester.

IV. TERM OF CONTRACT. This contract shall be effective on July 1, 2015, **or upon the date that the final required signature is obtained by the COLLEGE**, whichever occurs later, and shall remain in effect until June 30, 2016, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

This agreement is effective for the 2015-2016 Academic Year and may be reviewed on an annual basis and extended through written agreement of both parties.

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

- VI. AUTHORIZED REPRESENTATIVES. The SCHOOL DISTRICT'S Authorized Representative for the purposes of administration of this contract is Dave Helke, Principal. The COLLEGE'S Authorized Representative for the purposes of administration of this contract is Matthew Crawford, Dean of Enrollment and Marketing.
- Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.
- VII. ASSIGNMENT. Neither the SCHOOL DISTRICT nor the COLLEGE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
- VIII. LIABILITY. Each party shall be responsible for its own acts and behavior and the results thereof. The College's liability is governed by the Minnesota Tort Claims, Act, Minn. Stat. § 3.736, and other applicable laws.
- IX. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The SCHOOL DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. The COLLEGE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
- X. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
- XI. GOVERNMENT DATA PRACTICES ACT. Both parties must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by either party in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by either party in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the SCHOOL DISTRICT or the COLLEGE. In the event either party receives a request to release the data referred to in this Article, the receiving party must immediately notify the other and receive instructions from the other party concerning the release of the data to the requesting party before the data is released.
- XII. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Hennepin County, Minnesota.
- XIII. AUDITS. The books, records, documents, and accounting procedures and practices of either party relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
- XIV. OTHER PROVISIONS. (Attach additional page(s) if necessary)

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

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES:

Normandale Community College

By (authorized signature)	<i>Lisa Wheeler</i>
Title	VP of Finance and Operations
Date	<i>9/3/15</i>

2. SCHOOL DISTRICT:

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

By (authorized signature)	<i>Debra Currier</i>
Title	<i>Clerk</i>
Date	<i>9/24/15</i>

By (authorized signature)	<i>Alexander Storm</i>
Title	<i>Chair</i>
Date	<i>9/24/2015</i>

3. AS TO FORM AND EXECUTION:

By (authorized college/university/office of the chancellor initiating agreement)	<i>Lisa Wheeler</i>
Title	VP of Finance and Operations
Date	<i>9/29/15</i>

MnSCU008
7/7/03 Revised 11/13/08



Agenda Item III.D.
August 11, 2016

TO: Members, Board of Education
Dr. Joe Gothard, Superintendent

FROM: Lisa Rider, Executive Director of Business Services

DATE: August 4, 2016

RE: Approve a Contract with Inver Hills Community College for PSEO for the 2016-2017 School Year

Recommendation: That the Board of Education approve an income contract with the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Inver Hills Community College for PSEO for the 2016-2017 School Year.

This agreement will require us to pay invoices directly billed by Inver Hills Community College at the rate of \$225 per credit hour. This process will result in a greater amount of revenue being retained by the college as well as ISD 191 through the funds allocation with the Contract with College process versus the traditional PSEO process. We have done this for second semester of 2015-2016. We will be reviewing the financials of this during our audit process.

This agreement will be for the entire 2016-2017 school year.

Attachment: State of Minnesota Inver Hills Community College
Minnesota State Colleges and Universities Income Contract

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #

STATE OF MINNESOTA

Inver Hills Community College

MINNESOTA STATE COLLEGES AND UNIVERSITIES

INCOME CONTRACT

This contract is by and between Burnsville High School (hereinafter "SCHOOL DISTRICT") and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of *Inver Hills Community College* (hereinafter "Minnesota State").

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

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

NOW, THEREFORE, it is agreed:

1. DUTIES OF Minnesota State. The Minnesota State agrees to provide the following:

Enter into this agreement for services to be provided under contract with SCHOOL DISTRICT.

- *Communicate eligibility requirements.*
- *Provide course and other services at the same level as provided to general COLLEGE students.*
- *Provide textbooks and other required course materials.*
- *Award COLLEGE credit to students upon successful completion of courses.*
- *Provide course grades/transcripts to the SCHOOL DISTRICT at the conclusion of each semester*
- *Bear initial legal fees and other expenses associated with the drafting of this agreement.*
- *Create invoices for the SCHOOL DISTRICT for credits being taken by SCHOOL DISTRICT students.*
- *Refer to Appendix A for additional responsibilities.*

2. DUTIES OF SCHOOL DISCTRICT: The SCHOOL agrees to provide the following:

Entering into this agreement for **Post-Secondary Enrollment Option (PSEO) by CONTRACT BY COURSE** services to be directly contracted with the COLLEGE.

- Authorize enrollment/course selection for eligible high school students with the COLLEGE.
- Communicate to students that textbooks are the property pf the COLLEGE and must be returned at the end of each semester. Textbooks are not returned will result in a hold preventing the student from registering in the future terms.
- Facilitate the enrollment and application process with students.
- Students are not eligible to take courses with course fees greater than or equal to \$85.00.

- Communicate the process for arranging educational accommodations. The COLLEGE retains authority to determine whether a request for an educational accommodation is appropriate for classes taken for COLLEGE credit.
- Pay the COLLEGE for all registered credits as of midnight the 15th business day of each semester.
- Refer to Appendix A for additional responsibilities.

3. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed and goods or materials supplied by the COLLEGE pursuant to this contract shall be paid by the SCHOOL DISTRICT as follows:

The school district will be billed by COLLEGE at the rate of \$225 per credit hour per student. As of the drafting of this agreement, \$225 represents the same rate as standard the COLLEGE tuition and fees and a per credit charge for textbook rental. These rates may change in the future contracts.

- b. Terms of Payment. Payment shall be made by the SCHOOL DISTRICT as follows:

Invoices will be sent to the SCHOOL DISTRICT by October 1 for Fall enrollment and April 1 for Spring enrollment.

Payments to the COLLEGE for tuition/fees/textbook charges will be made by the SCHOOL DISTRICT by December 1 for Fall Semester and June 1 for Spring Semester.

4. TERM OF CONTRACT. This contract shall be effective on *July 1, 2016*, or upon the date that the **final required signature is obtained by Minnesota State**, whichever occurs later, and shall remain in effect until *June 30, 2017*, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.
5. CANCELLATION. This contract may be canceled by the PURCHASER or Minnesota State at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the Minnesota State shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed
6. AUTHORIZED REPRESENTATIVES.

- a. The COLLEGE Authorized Representative for the purposes of administration of this contract is:

Name: Scott Erickson
 Title: Chief Financial Officer
 Address: 2500 East 80th Street, Inver Grove Heights, MN 55076
 Telephone: 651/450-3522
 E-Mail: sericks@inverhills.edu

- b. Minnesota State 'S Authorized Representative for the purposes of administration of this contract is:

Name:
 Title:
 Address:
 Telephone:

E-Mail:

Fax:

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

7. ASSIGNMENT. Neither the PURCHASER nor Minnesota State shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
8. LIABILITY. The PURCHASER shall indemnify, save, and hold Minnesota State, its agents and employees harmless from any and all claims or causes of action arising from the performance of this contract by the PURCHASER or PURCHASER'S agents or employees. This clause shall not be construed to bar any legal remedies the PURCHASER may have for Minnesota State 'S failure to fulfill its obligations pursuant to this contract.
9. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The PURCHASER is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. Minnesota State IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
10. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
11. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The PURCHASER and Minnesota State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the PURCHASER in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the PURCHASER or Minnesota State.

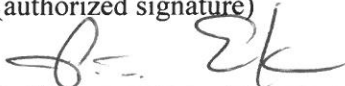
In the event the PURCHASER receives a request to release the data referred to in this clause, the PURCHASER must immediately notify Minnesota State. Minnesota State will give the PURCHASER instructions concerning the release of the data to the requesting party before the data is released.
12. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the PURCHASER relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
14. OTHER PROVISIONS. (Attach additional page(s) if necessary): *"NONE"*

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

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Inver Hills Community College

By (authorized signature)	
Title	Treasurer VP of Finance
Date	7/28/15

2. SCHOOL DISTRICT:

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

By (authorized signature)
Title
Date

By (authorized signature)
Title
Date

3. AS TO FORM AND EXECUTION:

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

APPENDIX A PSEO BY CONTRACT BY COURSE

Inver Hills Community College Responsibilities

- Confirm customized course dates
- Add high school staff to D2L Bright space course access
- Communicate course text and materials requirements in advance and ensure student access the first day of instruction
- Prior to start of class, initiate contact with high school staff to review course/etc. (Assigned Faculty)
- Ensure syllabi and course welcome information complies with syllabi checklist (Assigned Faculty)
- Confirm student enrollment and registration information
- Establish and maintain a communication routine with the high school teacher related to the course, its delivery, and student assessment evaluation. (Assigned Faculty)
- Notify high school teacher when there are course syllabus updates, changes in curriculum (Assigned Faculty)
- Collaborate with high school staff to ID any supplementary instruction needs based on student assessments
- Coach enrolled students in unique college deadlines for drop, add, withdrawal in collaboration with the high school staff

High School Responsibilities

- By January 31, send a completed Intent to Offer form to the IHCC administrator identifying the classes to be offered for the upcoming academic year.
- Work with college staff to schedule and administer the Accuplacer exam for interested students
- Advise students about course expectations; help them to make decisions about participating
- Using web based tools facilitate an IHCC and Online course orientation(s) with enrolled students
- Facilitate enrolled students textbook access and return policy sign off
- Enroll students per student eligibility criteria and policies. The high school is responsible for ensuring that the student meets the eligibility requirements for courses per the IHCC guidelines.
- Facilitate enrollment and registration of the students within the stated time period.
- Ensure the maximum number of student enrollments does not exceed the approved seat cap limits.
- Ensure all textbooks and other instructional materials/equipment required for the course are available to students at the beginning of the term.
- Assist in student compliance with the drop/add and withdrawal policies.
- Return completed contracts to the IHCC CE office



Agenda Item III.E.
August 11, 2016

TO: Members, Board of Education
Dr. Joe Gothard, Superintendent

FROM: Lisa Rider, Executive Director of Business Services

DATE: August 4, 2016

RE: Approve Amendment to the lease of space in Cedar School between ISD 191 and Intermediate School District 917

Recommendation: That the Board of Education approves an amendment to the lease of space in Cedar School between ISD 191 and Intermediate School District 917 allowing for space for a playground.

Intermediate School District 917 approached us to discuss locating a playground on the Cedar School premises. We have attached a map which shows the location on the grounds which is proposed for placement of the playground. Intermediate School District 917 has worked to determine the design and necessary funds they require for such a purchase and installation. The current lease agreement extends through June 30, 2022.

Attached is the proposed amendment summarized as follows:

- 917 desires to build a playground facility adjacent to the school building.
- We have identified an area where 917 may build the playground facility and have outlined such area on attached **Exhibit A**.
- The amendment does not require any additional rent under the Lease, including base rent, operating costs or any other charge otherwise assessed to 917 under the Lease.
- 917 shall have the sole duty and obligation to build and pay for the playground facility on the Additional Premises and shall be solely responsible for the maintenance and repair of the playground facility.
- Upon expiration or termination of the Lease, 917 shall remove the playground facility and restore to the Additional Premises to its pre-existing condition prior to the construction of the playground facility, including the replacement of soils and the seeding of grass.

Attachment: Amendment and Exhibit A

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE (the “**Amendment**”) is dated this ____ day of June, 2016 (the “**Effective Date**”) is by and between INDEPENDENT SCHOOL DISTRICT 191 (the “**Landlord**”) and INTERMEDIATE SCHOOL DISTRICT 917 (the “**Tenant**”).

RECITALS

- A. The Landlord and Tenant are parties to that certain Lease Agreement dated May 1, 2013 (the “**Lease**”), concerning certain space within the Cedar School located at 2410 Diffley Road, Eagan, Minnesota 55122 (the “**Premises**”).
- B. The Tenant desires to build a playground facility adjacent to the school building in which the Premises is located.
- C. The Landlord and Tenant have identified an area where Tenant may build the playground facility and have outlined such area on attached *Exhibit A* to this Amendment (being the “**Additional Premises**”).
- D. The parties desire that this Amendment shall in addition to the Lease govern the terms and conditions of the Tenant’s use of the Additional Premises

AGREEMENT

In consideration of the foregoing recitals, the mutual promises and covenants set forth in this Amendment and for such other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties agree as follows:

1. Except as modified by this Amendment, the terms and conditions of the Lease shall control with respect to the tenancy of the Additional Premises.
2. Landlord and Tenant agree that the Additional Premises shall be added to the Premises under the Lease. Tenant may use the Additional Premises for the construction, improvement and maintenance of a playground facility. The Additional Premises shall not require the Tenant to pay any additional rent under the Lease, including base rent, operating costs or any other charge otherwise assessed to Tenant under the Lease. During construction of the playground facility, Tenant may have reasonable access and use to areas adjacent to the Additional Premises in order to construct the playground facility,
3. Tenant shall have the sole duty and obligation to build and pay for the playground facility on the Additional Premises and shall be solely responsible for the maintenance and repair of the playground facility.
4. Upon expiration or termination of the Lease, Tenant shall, upon the written notice of the Landlord, provided such notice is provided within ninety (90) days from the expiration or termination of the Lease, remove the playground facility and restore to the Additional Premises to its pre-existing condition prior to the construction of the playground facility, including the replacement of soils and the seeding of grass.

[Remainder of this page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Date.

INDEPENDENT SCHOOL DISTRICT 191

INTERMEDIATE SCHOOL DISTRICT 917

By: _____
Its: Superintendent

By: _____
Its: Superintendent

Date: _____, 2016

Date: _____, 2016

EXHIBIT A
Additional Premises





TO: Members, Board of Education
Dr. Joe Gothard, Superintendent

Agenda Item III.F.
August 11, 2016

FROM: Lisa Rider, Executive Director of Business Services

DATE: August 4, 2016

RE: Approve Burnsville Ice Center Rental Agreement for School Year 2016-2017

Recommendation: That the Board of Education approves the Burnsville Ice Center Rental Agreement for the 2016-2017 school year in the estimated amount of \$82,915 for a total of 425.17 hours of ice time.

The ice rental agreement with the City of Burnsville provides practice, game and playoff time for both boys and girls hockey. The contract is similar to last year's language. Anticipated hours have been used to estimate amount of total agreement. The rates per game or hour remain the same as prior year. I recommend approval.

Attachment: Agreement

**CITY OF BURNSVILLE
BURNSVILLE ICE CENTER RENTAL AGREEMENT**

AGREEMENT made this _____ day of _____, 2016, by and between **ISD 191, BURNSVILLE HIGH SCHOOL** (“User”) and the **CITY OF BURNSVILLE** (“City”), a Minnesota municipal corporation.

RECITALS

- A. The City is the owner and manager of the Burnsville Ice Center (“Ice Center”), which facility is conducive to and available for events open to the public.
- B. User desires to use portions of the Ice Center subject to the terms and conditions of this Agreement (“Agreement”) and all applicable laws and regulations.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties mutually agree as follows:

1. **TERM.** The City hereby permits User the use of the Ice Center and facilities incidental thereto for the period as set forth on the schedule attached hereto as “Household Reservation Report”.
2. **FACILITIES.** User will have exclusive use of ice sheet(s) as well as four dressing rooms during the times scheduled. The City will maintain and clean the ice rink. The common areas of the Burnsville Ice Center shall be open to the public at all times. The User will have shared use of the common areas and may not prohibit use by other patrons.
3. **PAYMENT.** The Ice Center will bill User on a monthly basis for ice time and services. Invoices shall be sent 30 to 45 days in advance of due date. All payments shall be due on or before the 15th of the month in which the User is skating.
4. **SERVICES.** Notwithstanding any other provision of this Agreement, the parties may separately agree for the provision of additional services, personnel, and staffing as needed.
5. **RULES AND REGULATIONS.** User hereby agrees that it and its members using the Ice Center will abide by all rules and regulations adopted by the City, and as amended from time to time, for use of the Ice Center.
6. **USER MAINTENANCE.** User shall be responsible for cleanup of the Ice Center and its facilities following each use of the Ice Center, including the pickup and proper disposal of all trash, litter and other debris left in the Ice Center by User and User’s members, guest, invitees, and others utilizing the Ice Center under User’s rental of the Ice Center.

7. **DAMAGE TO ICE CENTER.** User shall be liable to the City for any loss or damage to the Ice Center or its facilities occasioned by, or in connection with the use of the Ice Center by the User or User's members, guests, or invitees.
8. **INDEMNIFICATION.** User agrees to hold the City and its officers, agents, and employees harmless and defend and indemnify the City against any claims related to use of the Ice Center by User, its agents, employees, or subcontractors. User further agrees to defend, indemnify and hold the City, its officers, agents, and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, occasioned by or arising in connection with the use of the Ice Center by User or User's guests or invitees, including any and all claims for bodily injury or death or property loss or damage sustained as a result of use of the Ice Center by User or User's guests or invitees.
9. **INSURANCE.** User is required to obtain general liability insurance and provide proof of such insurance upon execution of this Agreement. \$1 million commercial general liability for non-profit affiliated with City, ISD 191 or other similar Burnsville local governmental unit and \$2 million commercial general liability for all others that have contracts of \$20,000.00 or higher in value. User shall also maintain and provide proof of statutory minimum workers' compensation (or alternately) User represents that it does not have any employees or other individuals covered by this Agreement for which User would be obligated to provide workers compensation coverage.
10. **CANCELLATION OR RESCHEDULING.**
 - 10.1 **BY USER:** User shall notify Ice Center Management of any cancellation of any ice time scheduled under this Agreement no later than August 15, 2016. Except as otherwise provided herein, all ice time set forth on the Household Reservation Report must be paid for by the User whether or not the Ice Center is actually used. Exception to the above; when an User team's season is complete with a post season loss, all remaining ice time is deleted off the contract for that particular team.
 - 10.2 **BY CITY:** The City reserves the right to: a) cancel this Agreement for any default or breach of this Agreement by the User or its members; and b) reschedule the dates or times of use by the User provided under Paragraph 1, if the City deems necessary. In the event of a mechanical, or other, failure of the Ice Center equipment or facilities, the City will notify User as soon as possible. The City will reimburse fees paid by the User for any time scheduled under this Agreement which makes the Ice Center unavailable to User as a result of such failures. The City shall not be responsible for any damages suffered by User as the result of any cancellation.

11. **DISTRIBUTION OF AGREEMENT AND RULES.** Prior to using the Ice Center pursuant to this Agreement, User shall make available a copy of the Ice Center rules and regulations to User's members.
12. **AGENT AUTHORITY.** User certifies that s/he is the User or an agent for the User and is authorized to execute this Agreement and accept the responsibility for observance of the rules and regulations of the City.
13. **ASSIGNMENT.** User shall not assign this Agreement, or any interest arising herein, without the express written consent of the City.
14. **ENTIRE AGREEMENT.** The entire agreement of the parties is contained herein, and this Agreement supersedes all prior agreements and negotiations between the parties relating to the subject matter herein as well as any previous agreements presently in effect between the parties relating to the subject matter contained herein. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
15. **WAIVER.** Any waiver by either party of a breach of any provision of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.
16. **MISCELLANEOUS.**
- 16.1 **Additional Fees.** User shall pay such other equipment rental, maintenance, and other fees as appropriate and as set forth on the attached "Exhibit A". The City reserves the right to charge supplemental fees for the use of additional locker rooms, additional ice maintenance, and additional clean up expenses.
- 16.2 **Sale of Food and Beverages.** The City has the exclusive right to operate concession sales at the Ice Center for the sale of food and beverages, including food and beverages dispensed from vending machines.
- 16.3 **Advertising.** No advertising by User in or on any part of the Ice Center is permitted without the express written consent of the City.
- 16.4 **Parking Lot Usage.** The User will have shared use of the parking lot on a first come, first served basis and may not prohibit use by other patrons.
- 16.5 **Alcohol.** Alcohol is not allowed on the premises of the Ice Center.
17. **ACKNOWLEDGEMENT OF CONCUSSION AWARENESS OBLIGATIONS.** ISD 191, Burnsville High School, a nonprofit organization that organizes youth athletic activities, acknowledges that it has obligations under Minnesota state law to inform and educate coaches, officials, youth athletes, and their parents or guardians about

concussions. These obligations include, but are not limited to, making information about the nature and risks of concussions accessible to all participating coaches, officials, youth athletes, and their parents or guardians and requiring that all participating coaches and officials receive periodic online training consistent with the standards set forth in Minnesota Statute and by the Centers for Disease Control. By signing this form and using these facilities, the undersigned acknowledges that it is subject to the responsibilities existing under Minnesota Statutes and verifies that all coaches, officials, youth athletes, and their parents or guardians have complied with the mandated policies prescribed by Minnesota Statute Sections 121A.37 and 121A.38.

- 18. **NOTICE.** All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States Mail, postage prepaid, as follows:

If to the City, to: Dean Mulso
Recreation Facilities Manager
City of Burnsville

If to User, to: _____

By signing this Agreement, the parties acknowledge that they have read, understand, and agreed to abide by all its conditions as stipulated.

ISD 191, BURNSVILLE HIGH SCHOOL

CITY OF BURNSVILLE

By: _____

Heather Johnston, City Manager

Its: _____

Date: _____

Tax ID Number _____

Address _____

Phone _____

Elizabeth Kautz, Mayor

Date _____

Date: _____

THE CITY OF BURNSVILLE REQUIRES, AS A CONDITION OF THIS AGREEMENT, THAT CONTRACTOR'S EMPLOYEES, VOLUNTTERS OR ASSOCIATES REFRAIN FROM CARRYING FIREARMS WHILE ON CITY PROPERTY

EXHIBIT B

1. **Rates.** The Ice Center will bill User on a monthly basis for ice time as follows:
 - a. \$220.00 per hour at 4.5 hours per Varsity combined with a Junior Varsity game and/or 2.5 hours per one Varsity or one Junior Varsity game; plus
 - b. \$150 cleaning fee per single game and \$225 per double game.
2. **Payments.** Payments to the Ice Center of the above fees will be made by User within thirty (30) days of receipt of each invoice.
3. **Ticket Proceeds.** The parties agree that, for the purpose of High School hockey games (“Event”) fifty percent (50%) of the ticket proceeds will be retained by the City, and fifty percent (50%) of the ticket proceeds will be paid to the User by the City. Ticket proceeds will be paid to the User within sixty (60) days of each game.
4. **Sales Tax.** Sales tax will not be deducted from gate receipts prior to the above percentage splits being determined and paid.
5. **Ticket Personnel.** For each Event, the Ice Center will schedule ticket personnel and will pay such ticket personnel out of the Ice Center budget.
6. **Adult Supervision.** For each Event, User agrees that the “home school” will provide and pay the public service officer or officers and the adult supervision for the student section.
7. **First Aid Personnel.** For each Event, User agrees that the “home school” will provide and pay the first aid personnel for each game under their game agreement.
8. **Scorekeeper/Announcer.** For each Event, User agrees that the “home school” will provide and pay scorekeeper or announcer scorekeeper combination held under this Agreement.

Agenda Item III.G.
August 11, 2016

TO: Members of the School Board
Superintendent Joseph Gothard

FROM: Stephanie Corbey, Executive Director
Individualized Student Services

DATE: August 4, 2016

RE: 2016-17 BEST Transition Program
Student Handbook

RECOMMENDATION: That the school board approves the 2016-17 student handbook for the BEST Transition Program

The BEST Transition Program educates approximately 39 students with Individual Education Program (IEP) plans annually. These young-adult students, 18-21 years of age, develop skills to successfully transition from school- to-adult life while earning their high school diplomas.

The BEST student handbook for 2016-17 has been revised from a previous draft to:

- ✓ Visually align with the K-12 district handbook;
- ✓ Include “Important District Policies to Know” in a separate section; and,
- ✓ Include “General Program Information”.



Future Ready. Community Strong.

Student Handbook 2016-17

**BEST Transition Program
Burnsville-Eagan-Savage
School District 191**



Letter from the BEST Transition Program Administrator

Dear BEST Transition Program Students:

This handbook is written for you as an adult student. Please share this with your parents and/or others that support you as a way to enhance the line of communication between you and your education program. There are services, resources, program guidelines and policies described on these pages. For a more detailed description of District policies, consult with the program staff or visit our district website at www.isd191.org.

Many of your questions have been anticipated and are in this handbook. We are always available to discuss any of your questions. Close communication and partnership between home and school are essential to promote success in the BEST Transition Program. You are encouraged to communicate regularly with your IEP manager and other teachers as you work toward achieving your desired post school goals.

Your parents/guardians and other agency members are welcomed and encouraged to attend meetings to support you in the purposeful planning of your transition services. Students benefit most when there is a meaningful exchange of information between all who are involved.

It is our hope that this handbook will be a resource to you. We value a team approach in the provision of your transition services with you as the most important member of the team. Best wishes for a successful school year!

Sincerely,

Jenne

Jennifer O'Neill-Mager
Program Administrator

Contact BEST

As part of Vision One91, the BEST Transition Program has moved over the summer of 2016. Please be sure to find us at our new home near Grand Slam in the building that was previously the District 191 Administrative Services Center.

River Ridge Education Center
100 River Ridge Ct.
Burnsville, MN 55337
(952) 746-7520

www.isd191.org/BEST

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Important District Policies to Know

This page includes summaries of several Burnsville-Eagan-Savage School District 191 policies regarding student behavior and ensuring a safe and positive learning environment at our schools. The complete text of these and other District 191 policies can be found online at www.isd191.org/policies or upon request from a school or district office.

POLICY 413: HARASSMENT AND VIOLENCE

The policy of District 191 is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation or disability. Any such harassment or violence is prohibited. The school district will act to investigate all complaints of such harassment or violence, and to discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who is found to have violated this policy.

POLICY 419: TOBACCO FREE ENVIRONMENT

In order to maintain a healthful learning and working environment, use of tobacco, tobacco-related devices or electronic cigarettes in a public school by any student, teacher, administrator, other school personnel or any person is prohibited.

POLICY 505: DISTRIBUTION OF NON-SCHOOL-SPONSORED MATERIALS ON SCHOOL PREMISES BY STUDENTS AND EMPLOYEES

The district seeks to protect students' and employees' rights to free speech while also preserving the integrity of the educational objectives and responsibilities of the school district. The district recognizes that students and employees have the right to express themselves on school property, including distributing non-school-sponsored materials at a reasonable time and place and in a reasonable manner. Distribution guidelines have been established by district policy and will be supervised by school administration.

POLICY 514: BULLYING PROHIBITION POLICY

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relations. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying, but also to students who, by their indirect behavior, condone or support another student's act of bullying.

POLICY 526: HAZING PROHIBITION

Hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited at all times. The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor or other employee of the school district who is found to have violated this policy.

General BEST Transition Program Information

ATTENDANCE & SCHOOL HOURS

The student day is from 8 a.m. to 2:30 p.m. unless otherwise determined by the IEP team. Students are expected to attend and follow their schedule each day unless they are ill or there is an emergency. **Attendance is important to meet Postsecondary Transition Goals.** The student is encouraged to call in their own absence. Students and/or parents have a responsibility to notify BEST about an expected absence and also to notify Durham Transportation at 952-894-3460 to cancel transportation services when there is an absence.

BEHAVIOR

Maintaining an atmosphere conducive to learning is a priority for everyone at school. Use of positive behavior supports is encouraged and used by school personnel. Individual students may have positive behavior support plans that are part of their Individual Education Program (IEP) plans.

CHANGE OF ADDRESS

Any change to student/family address or contact information must be reported to the IEP manager.

COMMUNICATION: HOME AND SCHOOL

Students are encouraged to talk with teachers regularly to address questions, or concerns. Students are more successful in school when the IEP team works together to support the student. IEP meetings, conferences, open house, progress reports, phone calls or emails are some of the methods used to facilitate communication.

COMMUNITY BASED INSTRUCTION

Instruction is conducted at various community locations primarily located in the school district boundaries. Students are accompanied into the community by teachers and/or job coaches. Students may walk or be transported by bus or van to community destinations that address their specific postsecondary goals.

DRESS CODE

Students are expected to dress according to work place standards and use good judgment in choosing proper school attire.

EARLY DEPARTURE/LATE ARRIVAL

Students must communicate with staff when arriving late or leaving early.

ELECTRONIC DEVICES

Possession of cell phones and other electronic devices are permitted, but the **use of** such devices must not disrupt the learning environment. Device use may be restricted by an instructional or work place setting.

FEES

District 191 families that qualify for free or reduced benefits can apply for a waiver from fees that may be assessed at the buildings. Applications are available online at <http://www.schoollunchapp.com>. Families qualifying for free or reduced meal benefits should keep their approval letter in a safe place. Families must provide the approval letter they receive once qualified.

FOOD POLICY (Policy 533)

The State Department of Health requires that the food served in schools be obtained from appropriate sources. Food prepared in a home will not be distributed in school. Students/families must adhere to the district's Wellness Policy and must also check with school staff before sending/bringing food to school with the intent to share with others.

IEP TEAM AND PROGRESS MEETINGS

IEP team and progress meetings are scheduled individually throughout the school year. The conferences are scheduled to review each student's program and to make plans for future educational programming. In addition, students may request a meeting at any time.

ILLNESS AND INJURIES

In case of illness or significant injury at school, a parent/guardian will be notified by the Health Office or school staff if they are the legal guardian of their adult student or identified as their emergency contact. Transportation home and all medical care is the responsibility of the parent/guardian. If a parent/guardian cannot be reached, the emergency contact will be called. The person designated as an emergency contact must be able and willing to provide transportation and supervision for the student. It is important that the emergency contact information is current for all students. Be sure that the school has this information by filling out the Health Office Emergency Information form, which is sent home in the fall. If emergency contact cannot be reached, 911 will be called as necessary.

In most cases, students should remain at home for 24 hours after antibiotics have been started. Students should be fever-free for 24 hours before returning to school. If a student becomes ill with a communicable disease the school must be notified.

IMMUNIZATION RECORDS (Policy 530)

In order for students to enroll or remain enrolled in school, Minnesota State Law requires documentation of required immunization or written proof of exemption. Students will not be allowed to start school until this information or an appropriately signed legal exemption is provided to the district. A list of the required immunizations, the entire District 191 immunization policy and immunization forms are available on the district website, www.isd191.org, or in the school health office.

INTERNET

Computers must be used in a responsible, ethical and legal manner. Inappropriate use will lead to the loss of computer privileges and possible disciplinary action. The complete Internet policy is available in each office and on the district website (www.isd191.org).

LATEX-SAFE SCHOOLS

To safeguard the health of students and staff who have latex allergies, all schools take steps to minimize exposure to natural rubber latex. No latex balloons are allowed. Students with latex allergies should notify the building nurse at their school so that accommodations can be made.

MEDICATIONS (Policy 516)

If a student needs to take medicine at school, a student or parent/guardian must contact the school nurse. Teachers cannot be responsible for a student's medication. Rather, medications must be sent or given to the school nurse in the original prescription bottle or original packaging. If the parent/guardian has medical responsibility for their adult student they must send along with the medication a note providing permission for administration during the school day. All medications dispensed at school require a doctor's order. This includes over-the-counter medications. Please refer to the district website for the medication policy and authorization form. For more information, contact the school nurse.

PERMITTED ACTIONS (M.S. 609.379)

Reasonable force may be used upon or toward the person of a child with the child's consent when the following circumstances exist or the actor reasonably believes it to exist: a) when used by a parent, legal guardian, teacher or other caretaker of a child or pupil, in the exercise of lawful authority, to restrain or correct the child or pupil; b) when used by a teacher or other member of the instructional, support, or supervisory staff of a public or nonpublic school upon or toward a child when necessary to restrain the child from self-injury or injury to any other person or property.

REPORTING OF MALTREATMENT OF VULNERABLE ADULTS (Policy 415)

District 191 will seek to protect adult students from maltreatment including any forms of abuse including financial exploitation and report when they have a reason to believe that a vulnerable adult is being or has been maltreated, or who has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

RESTRICTIVE PROCEDURES (M.S. 125A.0942)

Physical holding or seclusion is only used in emergency situations with students whose Individual Education Program (IEP) plans include provisions for the use of such procedures or in emergency situations with students with IEPs that do not include the use of this procedure.

STUDENT DATA PRIVACY POLICY (Policy 515)

The ISD 191 Board of Education Policy on student information requires the district to comply with the Federal Family Rights and Privacy Act and the Minnesota Government Data Practices Act.

In District 191, educational data are recorded on individual students in areas related to health, academic progress, attendance, testing and special education. Most information in education records is considered private and available only to the student, the student's parents/guardians if the student is not yet 18 years old, and to the school staff who need the data to provide services to the student, unless permission is granted by the student or parent/guardian.

However, according to state and federal guidelines, information that is considered to be directory information may be released to the public without permission of the student or parent/guardian. This includes:

- Student's name;
- Gender;
- Address;
- Telephone number;
- Participation in officially recognized activities and sports;
- Weight and height of members of athletic teams;
- Degrees and awards received;
- Photographs for school-approved publications, newspapers and videotapes.

If a student or parent/guardian does not wish any or all of this information to be made public, he or she can "opt out" by notifying his or her school principal in writing.

If the decision is made to opt out, then the student will be excluded from all published information including:

- Honor rolls;
- Programs for concerts and theater performances;
- Athletic programs;
- Yearbooks;
- Press releases, etc.

VEHICLES

Students who meet criteria for a driving contract may be permitted to drive a vehicle to school. Students with driving privileges are not permitted to transport other students. Students must sign and follow the contract or driving privileges will be revoked.



Future Ready. Community Strong.

**Agenda III.H.
August 11, 2016**

To: Board of Education, Members
Dr. Joe Gothard, Superintendent

From: Jeff Marshall, Athletic and Activity Director

Date: August 5, 2016

Re: Burnsville High School Athletic and Activity Handbook

RECOMMENDATION: That the Board of Education approves the 2016-17 Burnsville High School Athletic and Activity Handbook.

Discussion

The Burnsville High School Athletic and Activity Handbook was created to increase awareness of the many different extracurricular and co-curricular opportunities available to students. Students who are involved in an activity are more connected to their school community and more likely to be successful academically. The Burnsville High School Athletic and Activity Handbook is distributed to all new students at the beginning of the school year and available online.

The handbook is updated annually to accurately reflect the opportunities available to students, information about the opportunities, and, in many cases, contact information. Attached is the text for the handbook. I am asking for your approval tonight so that the handbook can be formatted by Communications, printed and then distributed to students on the first day of school.

Discover Opportunities

Dear Parents/Guardians and Students,

All of us at Burnsville High School want students to feel connected to our school community and find ways to be involved. This booklet lists and describes the amazing variety of athletic teams, activities and clubs offered to students. There are so many opportunities! Take advantage of them. Try something new this year.

We know that students benefit in many ways from participation in athletics and activities. They learn teamwork, commitment and discipline. They gain confidence, make friends, acquire skills and contribute to their community. Students discover future careers and life-long interests through their involvement. Most importantly, they learn so much about themselves.

As with all opportunities also come responsibilities. Please review information on eligibility, requirements and other regulations.

Have a great school year,

Jeff Marshall
Director of Activities and Athletics

Burnsville-Eagan-Savage School District 191

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Student Co-Curricular Eligibility.

www.isd191.org/bhs
(952) 707-2100

School Sponsored Clubs and Activities

Academic Quiz Bowl Fee: \$35

Open to all students, this activity competes against other metro area teams. Students quickly answer general knowledge questions at South Suburban and Quiz Bowl League tournaments from November to March.

Contact: Les Moffitt. lmoffitt@isd191.org

Bowls for BrainPower

This is a joint project of ISD 191 Community Education, the BHS Art Department, and the BHS Youth Service Program to raise funds for BrainPower in a BackPack. Activities include making ceramic soup bowls, teaching others, and hosting a meal for this hunger cause.

Contact: Fay Finn. ffinn@isd191.org

BrainPower in a Back Pack

BrainPower in a BackPack is a community service project of the BHS Youth Service Program that provides weekend food for elementary school children in need. Volunteer activities include collecting food items, raising funds, shopping, and packing backpacks every Thursday.

Contact: Fay Finn. ffinn@isd191.org

Chess Team Fee: \$35

The chess team competes in Minnesota State Chess Association tournaments, South Suburban Conference Tournament, and several special tournaments. A letter may be earned by attendance and performance at practices and league play. Team and individual awards may be earned from league competition and special tournaments.

Contact: Craig Heirigs. craigheirigs@gmail.com

Class Officers –Juniors and Seniors

Junior and senior class officers are elected positions. Each class selects approximately six class officers each year. Students who apply must have at least 2.0 grade point average and be on track for graduation. Junior class officers are primarily responsible for the junior-senior prom. Senior class officers are responsible for senior class meetings, foreign exchange events, and other senior class activities including the senior carnival and graduation. Senior class officers will also be in charge of future reunions for their class. All money raised by the students stays with their class for planning the first five year reunion.

Junior Class Officer Advisor Contact: Marie Hansen. mchansen@isd191.org

Senior Class Officer Advisor Contact:

Ashley Welke. awelke@isd191.org

Michelle Dyrhaug. mdryhaug@isd191.org

Competitive Speech Team Fee: \$35

In this exciting activity, students will first explore and then select one of 13 possible competition categories that offer a wide range of interests as well as varying levels of time commitments. The categories include Creative Expression, Discussion, Dramatic Duo (done with a partner), Extemporaneous Reading, Extemporaneous Speaking, Great Speeches, Humorous Interpretation, Informative Speaking, Original Oratory, Serious Drama Interpretation, Serious Prose, Serious Poetry Interpretation, and Storytelling. Individual practice times are set up by coach and student allowing for flexibility and greater student success. You may earn a letter by competing in at least 5 meets and accumulating 25 hours of practice time. Speech practices begin in

December and meets begin the last week of January and continue each Saturday through the second or third week of April. Competitive Speech is a great way to improve speaking skills that will endure for a lifetime. 168
Contact: Allison Millea. amillea@isd191.org

Debate Team Fee: \$35

Members of the Debate Team compete on intramural and interscholastic levels to learn advanced methods of organized argumentation on highly controversial issues. (An activity particularly worthwhile for students planning on becoming lawyers)

Contact: TBD

DECA Fee: \$105

DECA is the leadership network that prepares students for careers in marketing, entrepreneurship, hospitality, business management and finance. Through real-world experiences and classroom curriculum, DECA gives students a competitive edge for college and career success.

Contact: Meggan Malone. mmalone@isd191.org

Diversity

Students will explore, celebrate and share their cultural traditions and the traditions of others, and create a positive community that embraces diversity and promotes social justice at the high school and greater community of Burnsville. This will be done through school performance, projects, and other school and community activities. We will address issues such as cultural traditions, racism, stereotyping, GLBT issues and ableism. Our goal is to inform the staff and student body about issues surrounding diversity and create a climate of admiration for all.

Contact: Eric Pulley. epulley@isd191.org

Drumline (Winter) Fee: \$50

The drumline is for all band students to enrich their band experience. Large and small group instruction on percussion instruments will be the focus as participants develop a performance for competition in Minnesota Percussion Association (MPA) events. Students are expected to participate in weekly practice sessions and any scheduled events. Students (7-12) currently enrolled in the District 191 Instrumental Music Program are eligible to participate. Eight band letter points are awarded for each season of participation.

Contact: Paul Connell. pconnell@isd191.org

FIRST Robotics Competition (FRC) Fee: \$80

Blaze Robotics, Team 3184, is comprised of high school students in good academic standing from grades 9 through 12. The team is supported by high school staff members and adult mentors from corporate sponsors and the community. This is a year-round program which includes a six-week "build season" to design, build and program a competition robot. Each spring, the team competes with the robot at regional competitions around the country, as well as at a championship event. There are many aspects to the program including Java Programming and CAD Design, photography and videography, marketing, communications, electronics, engineering design and build, social media, and much more! Snacks are provided.

Contact: Blaze Robotics. team3184@gmail.com

FIRST Tech Challenge (FTC) Fee: \$55

The Burnsville FIRST Tech Challenge (FTC) is a robotics competition open to any students interested in STEM. Each season is organized into teams of about 10 to design, build, and control competition robots for the new season. No previous experience in robotics is necessary. Robots are created using Lego and Tetrix parts (<http://www.tetrixrobotics.com>). Meetings are after school. The season runs from early September through

February, with regional competitions in the Midwest, and the FTC World Championship in late April in St. Louis, Mo. See <http://www.usfirst.org/roboticsprograms/ftc> for program and game descriptions.

Contact: Blaze Robotics. ftc5923@gmail.com

Future Teachers of America (FTA)

FTA is a student organization encouraging students to pursue post-secondary education in the field of education with a focus on urban learners in an urban, suburban and/or rural setting/environment through events, field trips, guest speakers and other hands-on experiences.

Contact: David McDevitt pmcdevitt@isd191.org

Literary/Arts Magazine (Expressions)

Students who comprise the Expressions staff are responsible for selecting the art and literary pieces for the magazine. Students oversee production of the magazine in creative writing classes.

Contact: TBD

Marching Band Fee: \$50

The Marching Band is responsible for supplying music and generating enthusiasm at fall sporting events and school assemblies. The band consists of a wind section (woodwind and brass) and percussion (drumline). Admission to scheduled events is free for Marching Band members. The group rehearses two or three times per week, beginning with a mini-camp experience at BHS in August. Students (9-12) currently enrolled in the District 191 Instrumental Music Program are eligible to participate. Eight band letter points are awarded for each season of participation.

Contact: Keith French. kfrench@isd191.org

Math League Fee: \$35

Activities stimulate interest and learning of mathematics and train members for competitive participation in the Minnesota High School Mathematics League. The MHSML gives awards to the top teams, the top individuals, and to the top student on each team. Attendance and performances at practices and meets may earn a letter. Extra credit may be earned for participation in math league which consists of an increase in one grade increment in your math course. (For example, an increase from a B+ to an A- or an increase from A- to an A, etc.) If students already have an A in their math courses at the time of the final exam, they shall be exempt from taking a final. Note: An A- going into the final exam does not exempt a student from the final. This grade increment can be earned first semester or second semester or both semesters. The following requirements must be met in order to qualify for this extra credit:

First semester:

Compete in at least five of the six Math League competitions

Accumulate 18 points in the six competitions

Participate in all practices and meetings

Sign up and pay for the AMC test

Second semester:

Compete in at least four of the five Math League competitions

Accumulate 15 points in the five competitions

Participate in all practices and meeting

Take the AMC test

*A student will not receive more than one increment bump per course per semester. In other words, if you qualify for an increment bump in two ways, such as in math league and in perfect attendance, you would only get an increase of one increment.

Contact: Chuck Croatt. ccroatt@isd191.org

Mock Trial Fee: \$35

The Minnesota High School Mock Trial Program is an exciting law-related education program that introduces students to the American legal system and provides a challenging opportunity for personal growth and achievement. Students will exercise their critical thinking and teamwork skills, as well as the basic skills learned in the classroom.

Contact: Libby Duethman. lduethman@isd191.org

National Honor Society

The National Honor Society is an organization for top-ranking juniors and seniors. BHS students are considered for entry into NHS if they have earned enough credits to be a junior or senior and have at least a 3.600 cumulative Grade Point Average for those students who qualify for dual ranking. For those students who do not qualify for dual ranking, the minimum GPA is 3.800. Students who are eligible academically are contacted prior to the start of fall semester. Since NHS membership is also based on character, leadership and service, students must complete and return an information sheet demonstrating those qualities. A faculty council reviews information to determine membership. Once students are part of the organization, they must continue to meet the academic, leadership, character and service standards. Students are required to maintain a 3.600 GPA (if dual ranked) or a 3.800 GPA (if not dual ranked), perform service hours each year in the community, attend meetings, participate in fundraising and a group service project, maintain good character, and demonstrate leadership skills. Students who take courses under the Pass/Fail option are not eligible for National Honor Society membership. Transfer students must meet all requirements and have attended BHS at least one full semester to qualify for NHS.

Contacts: Lori Vanderwoude. lvanderwoude@isd191.org

Marylou Dundon. mdundon@isd191.org

Newspaper (Voice)

The Voice is the monthly school newspaper for Burnsville High School. As an extracurricular activity it provides students with opportunities to learn a variety of skills related to the field of journalism including writing, editing, layout, photography, cartooning and advertising management. Attendance at weekly meetings is expected.

Contact: Allison Millea. amillea@isd191.org

Pep Band

The Pep Band is responsible for supplying music and generating enthusiasm at winter season athletic events and school assemblies. Admission to scheduled events is free for members. The season begins in late November and runs through March. Members should expect to perform at no more than two events per week. Students in grades 9-12 currently enrolled in the District 191 Instrumental Music Program are eligible to participate. Eight band letter points are awarded for each season of participation.

Contact: Keith French. kfrench@isd191.org

Physics Club

This is an after-school activity for people interested in hand-on science and engineering. Learn about radioactivity, weather balloons, Rube Goldberg machines, magnets, electronics, and exotic materials such as liquid Nitrogen and superconductors. We also participate in regional science activities and competitions.

Contact: Jon Huber. jahuber@isd191.org

PROUD

PROUD (People Respecting Others and Understanding Differences) is the gay/straight alliance at BHS. PROUD's mission is to create a safe and welcoming environment for all staff and students at BHS through education and raising awareness of LGBT issues (Lesbian, Gay, Bisexual, and Transgender) that affect students and their families. All students are welcomed at PROUD.

Contact: Kathryn Wendling. kwendling@isd191.org
Colleen Coleman. ccoleman@isd191.org

Science Club

Science Club gives students an opportunity to hear scientific-career speakers and scientific-research presentations. Field trips and social events are also a part of club activities.

Contact: Jenny Hugstad-Vaa. jhugstadvaa@isd191.org

Science Fair

Students have opportunities to conduct independent research and compete at the Regional Science and Engineering Fair. Students may move on to the Minnesota Academy of Science State Fair and the International Science and Engineering Fair. Students may enter their projects in the prestigious Intel Science Talent Search. Research papers may also progress onto the Tri-State and National Junior Science and Humanities Symposium.

Contact: Jenny Hugstad-Vaa. jhugstadvaa@isd191.org

Science Quiz Bowl Fee: \$35

Teams of five students comprise the Burnsville Science Quiz Bowl. Teams compete at Macalester College and may qualify to compete at the National Science Quiz Bowl. Students are selected on their ability to answer questions in the areas of chemistry, biology, physics, earth science, current events and computer science.

Contact: Jenny Hugstad-Vaa. jhugstadvaa@isd191.org

Singers and Swingers

Swingers and Singers are a group of male and female students interested in swing dancing. The group practices at Nicollet Middle School and performs at various functions and events throughout the year.

Contact: Ann Bakken. abakken@isd191.org

Step Team

Step Team is a winter activity for up to 40 high school students in academic good standing to join and perform at basketball games, pep fests and other events.

Contact: Addie Abiodun. adedoyin97@gmail.com

Student Council

The Student Council is the governing organization of the student body. Students interested in membership on the Student Council must make application each spring with the advisor. Selections are made by the senior council members and high school advisor each spring. All elected members form the next year's Student Council. Student Council is involved with activities like Homecoming, Relay for Life, leadership conferences, International Dance, Minneapolis Miracle project, Snow Week, and the All District 9th Grade Dance. Numerous activities occur during the school year that require student action, participation and/or representation.

Contact: Mark Riggs. mriggs@isd191.org

Theatre Guild Fee: varies

This organization is open to all students at the high school level who have an interest in the entire theatrical¹⁷² experience from ushering to acting, designing to directing and lights to sound. Student managers are selected each year to oversee areas of production and performance. The guild is involved in musicals, full-length plays, one-act competition, student-directed plays, Class Acts, and many other activities. Points are earned and applied toward lettering in drama. Each production has an activity fee associated with it. Musical, full-length plays and SHOWcase are \$75 while all one-acts are \$35 each. The maximum fee assessed for a student is \$150. This maximum does not include the competition one-act.

Productions for the 2016-17 school year will be:

- Fall musical “Les Miserables” (directed by Randy Day)
- Winter SHOWcase (directed by Erik Akervik)
- One-act competition (directed by Marie Hansen)
- In-house One-Act production (directed by Randy Day)
- Student directed one-act play
- Winter play TBD (directed by TBD)
- Spring musical TBD (directed by TBD)

Contact: Randy Day. rday@isd191.org

Winterguard

The Winterguard is a group that practices and performs indoor colorguard routines along with the drumline.

Contact: Craig Thiltgen.thiltgc@gmail.com

Writing Center

The Writing Center provides peer tutors who can help students with any writing assignments. In half-hour sessions before or after school, tutors can help with generating ideas, organizing layout, finding and citing evidence, and using grammar correctly.

Contact: Marie Hansen.mchansen@isd191.org

Yearbook

The staff prepares the yearbook for publication each year by working during study hall, after school, and sometimes weekends and breaks. Opportunities abound for dedicated students in such areas as art, photography, sports, copy writing, sales, and a deeper involvement in student life.

Contact: Allison Millea. amillea@isd191.org

Youth in Government

Minnesota YMCA Youth in Government is an experiential learning activity for students interested in public issues. This program gives students the opportunity to research, study and debate public issues. Participants will gain an understanding of the political system by taking part in model government experiences. No prior experience is necessary.

Contact: Colleen Coleman ccoleman@isd191.org

Kathryn Wendling.kwendling@isd191.org

Youth Services

The Youth Service Program connects students with volunteer opportunities in schools and community. Students can give their time on a regular basis (weekly or other) or volunteer for one-time events on their own schedule. A list of opportunities is posted at www.isd191.org/bhs/youthservice

Contact: Brianna Ostoff. bostoff@isd191.org

PLEASE NOTE: Fees have been applied to some activities and are subject to change based on ISD 191 School Board approval. 173

Enrichment Opportunities:

Student-Interest Clubs and Activities

Burnsville High School wants all students to feel connected to our school community and find ways to be involved. In addition to the many co-curricular and extra-curricular activities in academics, arts and athletics sponsored by the school, there are also student-interest clubs and activities. These clubs and activities provide students additional opportunities to extend their learning, develop and demonstrate leadership, impact their school and community, expand their social network, and grow to be supported cognitively, emotionally and socially. We are committed to providing the best facilities and guidance possible to support student-interest clubs and activities.

Starting & Chartering Student-Interest Clubs and Activity

1. A student-interest club or activity may be offered when there is sufficient student interest (minimum of five active students) and a faculty member willing to act as a sponsor and supervisor.
2. A student-interest club or activity must complete an application to be chartered. This application is available from Jeff Marshall, Activities and Athletic Director. Once chartered, the club or activity will be listed as an activity in the handbook and on the website.

Announcements and Postings

1. The club will be able to announce their meeting date, time, and location using the student announcements, with prior approval of the sponsor and school administration.
2. The club will be able to put a maximum of 10 posters/flyers no larger than 8½ X 14 in the hallways, foyers and cafeteria areas of the school with prior approval of the sponsor and stamped by the school administration.

Current Student-Interest Clubs and Activities

• Anime Club

This club is for students who are interested in all aspects of Anime, including, but not limited to, creating, drawing, watching and collecting.

Contact: Jef Winterlin. jwinterlin@isd191.org

• Blaze Weekly

This is the weekly studio production show that showcases and highlights various people, classes and events around BHS. The show is entirely written, produced, directed and led by students in the school's professional-grade TV studio.

Contact: Tyler Krebs tkrebs@isd191.org

• Book Club

The BHS Book Club is a student-driven organization that discusses all types of literature. Students choose the books to read and meet 3-4 times during the school year to have a meaningful discussion about the book. Like all book clubs, there are usually refreshments and snacks.

Contact: Gloria Webber. gwebber@isd191.org

• #BurnsvilleStrong

The purpose of the #BurnsvilleStrong organization is to unify, strengthen and inspire our community as well as others. The group works on planning retreats and other positive/inspirational initiatives for the student body¹⁷⁴ and community as a whole.

Contact: Jen Waller. jwaller@isd191.org
Marie Hansen. mchansen@isd191.org

• Coloring Club

Coloring Club is a student-led activity for students to gather to color. Leaders pick out the designs or pictures, and coloring club members simply color. Leaders determine competition winners, but entering the competition is optional.

Contact: Jenny Hugstad-Vaa. jhugstadvaa@isd191.org

• Daily Morning Announcements Production

This club works on a daily basis to produce the video version of the daily announcements, which are then shown to the entire student body. Students utilize the BCTV television studio on campus.

Contact: Tyler Krebs. tkrebs@isd191.org

• Disc Golf

This is an activity for students who enjoy playing Disc Golf and want to improve their skills.

Contact: Andrew Gehrke. agehrke@isd191.org

• Dream Catchers

This club is designed for those students who are interested in making positive changes to BHS. They will work closely with staff and students on various initiatives.

Contact: Eric Pulley. epulley@isd191.org

• Environmental Club

The Environmental Club is involved in getting students more involved in and educated about environmental issues. This is a student-led activity so the issues acted upon and addressed are decided by them.

Contact: Jenny Hugstad-Vaa. jhugstadvaa@isd191.org

• Fellowship of Christian Athletics

FCA is a student-run club that encourages students in their Christian faith and involves them in fellowship with other athletes and BHS students. Every student is invited whether or not they are involved in athletics!

Contact: Sue Stachowski. sstachowski@isd191.org

• Fishing Club

This club is designed for students interested in fishing. Potential fishing excursions to area lakes and rivers may occur.

Contact: Jeff Nelson. jpnelson@isd191.org

* Futsal

This club meets throughout the year to play futsal in the auxiliary gym.

Contact: Bill Englehardt. wenglehardt@isd191.org

Kevin Silberman. ksilberman@isd191.org

• Giving Garden Club

This club works in conjunction with 360 Communities. Students will work in the winter to develop garden plans and grow starter plants. In the growing season, members will plant and maintain a garden on the BHS campus, with all of the vegetables going to support the 360 Communities food shelf or the BHS cafeteria. 175

Contact: Matt Deutsch mdeutsch@isd191.org

Bri Ostoff. bostoff@isd191.org

Lori Douglas. ldouglas@isd191.org

• Green Team

This club is designed to help promote and raise awareness of recycling. Students will work with staff to encourage recycling habits.

Contact: Jenny Hugstad-Vaa. jhugstadvaa@isd191.org

• Hip Hop Club

The club is a student-led activity. The goal is to promote Hip Hop dancing and hone skills for competitions.

Contact: Randy Day. rday@isd191.org

• Improv Club

This club practices the art of improvisation while on stage. Situations are given to students who then act out a sequence of events.

Contact: TBD

* Knitting Club

This club is a student-led activity that promotes knitting. The club meets weekly with students working individually on knitting projects. No previous knitting experience necessary as others will help those students new to the art of knitting.

Contact: Kendra Vogt. kvogt@isd191.org

Kim Harrod. kharrod@isd191.org

• Madrigal

Madrigal is a unique choir experience offered for students before school once a week. Students involved in the choir program are welcome to participate.

Contact: Martha Schmidt mschmidt@isd191.org

• Martial Arts Club

This club looks at the various forms of martial arts and works with students to learn proper technique and strategy.

Contact: Allison Millea. amillea@isd191.org

• Muslim Student Association

This is a student organization devoted to strengthening the Muslim community through service and activism. The goal of this group is to educate both Muslims and people of other faiths about the religion of Islam and facilitate a better environment for students on campus.

Contact: David McDevitt. pmcdevitt@isd191.org

Abdullahi Omar. aomar@isd191.org

• Philosophy Club

This group meets most weeks to tackle burning philosophical issues. All curious minds are welcome to join the discussions.

Contact: Bill Engelhardt wengelhardt@isd191.org

• Program and Gaming Club

Everyone is welcome! You don't have to know how to program to be part of the club. You have to love to create and play games. We will use lots of different software as well as share some of your favorite games to play.

Contact: Cynthia Drahos. cdrahos@isd191.org

• Stock Market/Investment Club

Are you ready to learn about stocks and compete against hundreds of other students from across Minnesota? Join the club and start purchasing \$100,000 in stocks from companies you will learn about or you may already know. It's fun and hands-on. Students can create their own teams. Offered two times during the school year in September and January.

Contact: Cynthia Drahos. cdrahos@isd191.org

• Table Tennis Club

This club is designed for students interested in playing and competing in Table Tennis.

Contact: Brad Fendler. bradleyfendler@gmail.com

• Technology Club

If you have a passion/interest for new technologies, readiness for knowledge sharing, and desire to expand your social sphere, then this club is for you. Explore technology and gain hands-on experience while having fun.

Contact: Cynthia Drahos. cdrahos@isd191.org

• Ultimate Frisbee Club

This club will further the opportunities to learn more about and participate in Ultimate Frisbee.

Contact: David McDevitt. pmcdevitt@isd191.org

• WE Day

This organization is dedicated to creating and nurturing awareness and involvement in the community and the world.

Contact: David McDevitt. pmcdevitt@isd191.org

Ben Stapp. bstapp@isd191.org

• Young Life

Young Life provides a fun, safe place for students to be together and talk about their lives and faith. Everyone is invited to Young Life.

Contact: Ben Stapp. bstapp@isd191.org

Brad Fendler. bradleyfendler@gmail.com

Enrichment Opportunities:

Outside Clubs and Organizations that are partners with BHS

The following clubs and organizations are not sponsored by ISD 191 but have worked closely to form partnerships with the Burnsville High School Activities Department. A Burnsville High School varsity letter can

be earned through some of these clubs and activities. Please see Mr. Marshall, Athletic and Activity Director, or Mrs. Riggs, Athletic and Activity Secretary, if interested in joining any of these clubs or organizations. 177

- Blackdog Swim Club
- Bowling Team
- Burnsville Athletic Club
- Burnsville Bruisers Rugby Team
- Burnsville Fire Soccer Club
- Burnsville Hockey Club
- Burnsville Trapshooting Team
- Minnesota Valley Figure Skating Club
- Mountain Biking Club
- Sparks Wrestling Club
- Various gymnastics gyms throughout the district

Enrichment Opportunities: Athletics

Season	Boys	Fee	Girls	Fee
Fall	Cross Country Running (9th–12th)	\$135	Cross Country Running (9th–12th)	\$135
	Football (9th–12th)	\$165	Adapted Soccer (7th–12th)	\$135
	Adapted Soccer (7th–12th)	\$135	Soccer (9th– 12th)	\$155
	Soccer (9th–12th)	\$155	Swimming (7th–12th)	\$165
			Volleyball (7th–12th)	\$155
			Dance Team (7th–12th)	\$135
			Cheerleaders (7th–12th)	\$105
			Tennis (9th–12th)	\$135
Winter	Basketball (9th–12th)	\$155	Basketball (9th–12th)	\$155
	Adapted Hockey (7th–12th)	\$135	Adapted Hockey (7th–12th)	\$135
	Hockey (9th–12th)	\$165	Hockey (7th–12th)	\$165
	Alpine Skiing (7th–12th)	\$155	Alpine Skiing (7th–12th)	\$155
	Nordic Skiing (7th–12th)	\$155	Nordic Skiing (7th–12th)	\$155
	Swimming (7th–12th)	\$165	Dance Team (7th–12th)	\$135
	Wrestling (7th–12th)	\$155	Olympic Weightlifting (7th–12th)	\$115
	Olympic Weightlifting (7th–12th)	\$115		
Spring	Baseball (9th–12th)	\$155	Softball (7th–12th)	\$155
	Golf (7th–12th)	\$145	Golf (7th–12th)	\$145
	Tennis (9th–12th)	\$135	Badminton (7th–12th)	\$115
	Track and Field (9th- 12th)	\$155	Track and Field (9th–12th)	\$155
	Adapted Softball (7th–12th)	\$135	Adapted Softball (7th–12th)	\$135
	Lacrosse (9th–12th)	\$165	Lacrosse (7th–12th)	\$165

Athletics Contact Information

SPORT COACH NAME/PHONE COACH E-MAIL

Adapted Floor Hockey, CI	w/Lakeville & Farmington	952-707-3523	rejohnson@isd191.org
Adapted Floor Hockey, PI	w/Lakeville & Farmington	952-707-3523	rejohnson@isd191.org
Adapted Soccer, CI	w/Lakeville & Farmington	952-707-3523	rejohnson@isd191.org
Adapted Soccer, PI	w/Lakeville & Farmington	952-707-3523	rejohnson@isd191.org
Adapted Softball, CI	w/Lakeville & Farmington	952-707-3523	rejohnson@isd191.org
Adapted Softball, PI	w/Lakeville & Farmington	952-707-3523	rejohnson@isd191.org
Alpine Skiing, Boys	Derek Nash	952-707-2459	dnash@isd191.org
Alpine Skiing, Girls	Tim Bocklund	952-303-3558	tab@pennycycle.com
Badminton, Girls	Jeff Limke	952-707-2148	jlimke@isd191.org
Baseball	Mick Scholl	952-707-2526	mscholl@isd191.org
Basketball, Boys	Matt Eppen	952-707-6094	meppen@isd191.org
Basketball, Girls	Larissa Parr	715-497-2552	risparr7@gmail.com
Cheerleading	Jackie Gauthier 715-323-5652	burnsvillecheerleadingmn@gmail.com	
Cross Country Run, Boys	Jeff Webber	952-707-2911	jwebber@isd191.org
Cross Country Run, Girls	Charlie Burnham	651-955-7559	cburnham@isd191.org
Dance Team, Girls J/F	Anna Abbe	612-791-0460	lard0006@umn.edu
Dance Team, Girls H/P	Anna Abbe	612-791-0460	lard0006@umn.edu
Dance Team, Girls Fall	Kristy Browman	612-741-9552	kristybrowman@gmail.com
Football	Tyler Krebs	952-707-2229	tkrebs@isd191.org
Golf, Boys	Larry Opatz	952-707-3627	lopatz@isd191.org
Golf, Girls	Rich Leonard	612-747-8587	rbleonard@comcast.net
Hockey, Boys	Janne Kivihalme	952-457-8729	jjkivihalme@mchsi.com
Hockey, Girls	Tracy Cassano	612-600-5004	tcassano24@gmail.com
Lacrosse, Boys	Cory Childs	952-857-9045	Cachilds7@gmail.com
Lacrosse, Girls	Emily Shreeve	443-851-2010	shreeve11@yahoo.com
Nordic Ski Racing, Boys	TBD		
Nordic Ski Racing, Girls	TBD		
Soccer, Boys	Bill Toranza	612-850-4917	gtoranza@live.com
Soccer, Girls	John Soderholm	952-707-2417	jsoderholm@isd191.org
Softball, Girls	Rachel Keeney	651-334-2851	rkeeney@isd191.org
Swimming & Diving, Boys	Paul Tierney	612-202-8141	ptierney260@gmail.com
Swimming & Diving, Girls	Kim Harrod	952-707-2258	kharrod@isd191.org
Tennis, Boys	Ben Stapp	952-707-2286	bstapp@isd191.org
Tennis, Girls	Ben Stapp	952-707-2286	bstapp@isd191.org
Track & Field, Boys	TBD		
Track & Field, Girls	Jef Winterlin	712-251-9710	jwinterlin@isd191.org
Volleyball, Girls	Beth Raebel	507-820-2563	braebel@isd191.org
Olympic Weightlifting	Scott Sahli	612-360-7989	scott.sahli12@gmail.com
Wrestling	Zach Schumack	612-570-0907	zschumack@gmail.com

Student Co-Curricular Eligibility

Burnsville-Eagan-Savage School District 191 encourages students to participate in co-curricular activities because of the tremendous benefits. However, it is the philosophy of the district that student participation is a privilege rather than a right. Therefore, students who participate in athletics and activities must demonstrate high standards of behavior and academic achievement. The decisions students make, both in and outside of

school, should reflect the ideals, beliefs and standards of their organization, school and community. The eligibility requirements apply when students are participating as members or in groups during practices, games, activities, competitions, on trips, and at any other time that the students are representing District 191 whether at school or outside of school. Students must follow eligibility rules as well as any guidelines established by the activity and athletic director and/or coaches in all cases. Failure to do so may result in the consequences described here.

ELIGIBILITY REQUIREMENTS

To participate in co-curricular programs, students must follow all policies of the district and their schools, rules of the Minnesota State High School League (MSHSL), and applicable law. In addition, the following specific requirements apply:

Academic Eligibility:

A 7-12 student-athlete or activity participant who receives mid-quarter or quarter grades of “F” in a class will be placed on academic probation. The student will remain on academic probation until the student attains a grade of at least a D- in all classes. A student on academic probation may be ineligible to participate in competitions/performances, but may continue to participate in practices, scrimmages and team/club meetings.

In addition, to maintain academic eligibility a student must be making adequate progress toward graduation as defined by Burnsville Eagan Savage School District 191. A student is progressing adequately toward graduation if the student has accumulated the following credits prior to the beginning of the subsequent semester:

Classes of 2017, 2018, 2019

	<u>10th Grade</u>	<u>11th Grade</u>	<u>12th Grade</u>
Semester 1	Sophomore Status	8 credits	18 credits
Semester 2	4 credits	12 credits	25 credits

Class of 2020 and beyond

	<u>9th Grade</u>	<u>10th Grade</u>	<u>11th Grade</u>	<u>12th Grade</u>
Semester 1	Freshman Status	9 credits	19 credits	31 credits
Semester 2	4 credits	14 credits	25 credits	38 credits

School Attendance:

To participate in or practice in any activity, a student must attend school at least 3 periods of their academic day or have administrative approval. Individual exceptions, such as doctor appointments, may be approved by administration.

Student Code of Responsibilities/Student Conduct:

All co-curricular students will be required to agree to the Student Code of Responsibilities.

Student Code of Responsibilities:

As a student participating in my school’s interscholastic activities, I understand and accept the following responsibilities:

- I will respect the rights and beliefs of others and will treat others with courtesy and consideration.
- I will be fully responsible for my own actions and the consequences of my actions.

- I will respect the property of others.
- I will respect and obey the rules of my school and the laws of my community, state and country.
- I will show respect to those who are responsible for enforcing the rules of my school and the laws of my community, state and country.

Violation of the Student Code of Responsibilities may result in a period of ineligibility as determined by the Principal. Students who are suspended or proposed for expulsion or exclusion will be deemed to violate the Student Code of Responsibilities and a consequence may be imposed by the Principal or a period of ineligibility. Where the student conduct is not covered by the MSHSL rules but violates District 191 and/or Burnsville High School rules governing student conduct, the Principal may determine that the student is ineligible to participate in co-curricular activities for a reasonable period of time. If the student conduct violates both MSHSL rules and District 191/Burnsville High School rules, the more severe penalty will be implemented.

Leadership Positions/Captains:

If a student serving as a captain of a team or leader of a co-curricular club/organization commits a MSHSL rule violation, the student forfeits his/her captaincy or leadership position for a period of one calendar year from the violation. Upon a second MSHSL rule violation during a student's high school career, the student will lose the opportunity for captaincy/leadership of any team or club for the remainder of the student's high school career.

Accommodations:

Student with documented disabilities who require accommodations should discuss the need for reasonable accommodations with the coach or person in charge of the activity as soon as possible. A request for an accommodation will not be retroactive except in the most unusual circumstances.

Appeals Process:

When a student is declared ineligible, the parent(s) or guardian(s) will be notified by telephone and/or mail. The student and his/her parent(s) or guardian(s) may request a conference with the athletic/activities director. At that time the period of ineligibility will be stated and the appeal process will be reviewed. A written request to the building Principal must be made within five (5) school days of the notification of ineligibility. During the appeal process, the student is ineligible to compete in extra-curricular activities. The student may continue to practice with the team during the appeal process.

The Appeals Committee, comprised of two to three teachers and the building Principal or designee, will hear the appeal and make a decision on the case. A written decision will be given to the parent/guardian within 10 school days.

"There are so many opportunities at Burnsville High School. There's something for everyone. No matter what your interests are, you can find a team, activity or club to join."

– Student

"Students extend their learning, and often apply what they've learned in the classroom, by participating in activities and/or athletics."

-- Advisor

“Activities and athletics round out and expand the high school experience for students. I highly recommend that every student get involved in at least one club, activity or team.”

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-- Coach



Future Ready. Community Strong.

**Agenda III.I.
August 11, 2016**

To: Board of Education, Members
From: Dr. Joe Gothard, Superintendent
Date: August 5, 2016
Re: First reading of policies

RECOMMENDATION: Approve, on a first reading basis, Board Policies 509: *Enrollment of Nonresident Students*; 515: *Protection and Privacy of Pupil Records*; 620: *Credit for Learning*; and 709: *Transportation Policy*.

The Policy Review Committee and administration have reviewed Board Policies 509: *Enrollment of Nonresident Students*; 515: *Protection and Privacy of Pupil Records*; 620: *Credit for Learning*; and 709: *Transportation Policy* and recommend approval.

Attached are the policies with revisions.

Adopted: 04/23/2015
 Reviewed: 8/13/2015
 Revised: 9/10/2015
 Rescinds:

Burnsville-Eagan-Savage School District Policy 509

509 ENROLLMENT OF NONRESIDENT STUDENTS

I. PURPOSE

The school district desires to participate in the Enrollment Options Program established by Minn. Stat. § 124D.03. The purpose of this policy is to set forth the application and exclusion procedures used by the school district in making said determination.

II. GENERAL STATEMENT OF POLICY

A. Eligibility. Applications for enrollment under the Enrollment Options (Open Enrollment) Law will be approved provided that acceptance of the application will not exceed the capacity of a program, excluding special education services; class; grade level; or school building as established by school board resolution and provided that:

1. space is available for the applicant under enrollment cap standards established by school board policy or other directive; and
2. in considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a number not less than the lesser of: (a) one percent of the total enrollment at each grade level in the school district; or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with Minn. Stat. § 124D.03.
3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.

B. Standards that may be used for rejection of application. In addition to the provisions of Paragraph II.A., the school district may refuse to allow a pupil who is expelled under Minn. Stat. § 121A.45 to enroll during the term of the expulsion if the student was expelled for:

1. possessing a dangerous weapon, including a weapon, device, instruments, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, with the exception of a pocket knife with a blade less than two and one-half inches in length, at school or a school function;
2. possessing or using an illegal drug at school or a school function;

3. selling or soliciting the sale of a controlled substance while at school or a school function; or
 4. committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.
- C. Standards that may not be used for rejection of application. The school district may not use the following standards in determining whether to accept or reject an application for open enrollment:
1. previous academic achievement of a student;
 2. athletic or extracurricular ability of a student;
 3. disabling conditions of a student;
 4. a student's proficiency in the English language;
 5. the student's district of residence except where the district of residence is directly included in an enrollment options strategy included in an approved achievement and integration program; or
 6. previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as set out in Section F. of this policy.
- D. Application. The student and parent or guardian must complete and submit a School District Enrollment Options Program application developed by the Minnesota Department of Education (that enrollment form follows this policy).
- E. Lotteries. If a school district has more applications than available seats at a specific grade level, it must hold an impartial lottery following the January 15 deadline to determine which students will receive seats. -Siblings of currently enrolled students and applications related to an approved integration and achievement plan must receive priority in the lottery. -The process for the school district lottery must be established by school board policy and posted on the school district's website. Refer to 509R: Enrollment of Nonresident Students for the Variance/Open Enrollment process.
- F. Exclusion
1. Administrator's initial determination. If a school district administrator or the administrator designee knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator or the administrator designee will transmit the application to the superintendent with a recommendation of whether exclusion

proceedings should be initiated.

2. Superintendent's review. The superintendent or the superintendent's designee may make further inquiries. If the superintendent or designee determines that the applicant should be admitted, he or she will notify the applicant and the school board chair. If the superintendent or designee determines that the applicant should be excluded, the superintendent or designee will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.

G. Termination of Enrollment

1. The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minn. Stat. § 124D.03 or 124D.08 at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy under Minn. Ch. 260A, and the student's case has been referred to juvenile court. A "habitual truant" is a child under ~~16-17~~ years of age who is absent from attendance at school without lawful excuse for seven school days in a school year if the child is in elementary school or for one or more class periods on seven school days in a school year if the child is in middle school, junior high school, or high school, or a child who is ~~16 or~~ 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days in a school year and who has not lawfully withdrawn from school under Minn. Stat. § 120A.22, Subd. 8.
2. The school district may also terminate the enrollment of a nonresident student over 17 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under Minn. Stat. § 120A.22, Subd. 8.
3. A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parents a written notice of the school district's belief that the student is not a resident of the school district. The notice shall include the facts upon which the belief is based and notice to the parents of their opportunity to provide documentary evidence, in person or in writing, of residency to the superintendent or the superintendent's designee. The superintendent or the superintendent's designee will make the final determination as to the residency status of the student.

- H. Notwithstanding the requirement that an application must be approved by the

board of the nonresident district, a student who has been enrolled in a district, who is identified as homeless, and whose parent or legal guardian moves to another district, or who is placed in foster care in another school district, may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required.

Legal References: Minn. Stat. § 120A.22, Subd. 3(e) (Residency Determined)
 Minn. Stat. § 120A.22, Subd. 8 (Withdrawal from School)
 Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
 Minn. Stat. § 124D.03 (Enrollment Options Program)
 Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District)
 Minn. Stat. § 124D.68 (High School Graduation Incentives Program)
 Minn. Ch. 260A (Truancy)
 Minn. Stat. § 260C.007, Subd. 19 (Habitual Truant Defined)
 Minn. Op. Atty. Gen. 169-f (Aug. 13, 1986)
Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ., Co. No. A05-361, 2005 WL 3111963 (Minn. Ct. App. 2005) (unpublished)

Cross References: Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
 Burnsville-Eagan-Savage School District Policy 517 (Student Recruiting)
 Burnsville-Eagan-Savage School District Regulation 509
 MSBA Service Manual, Chapter 5, Various Educational Programs

Adopted: 1/86
 Reviewed: 10/8/2015
 Revised: 10/22/2015
 Rescinds: JO

Burnsville-Eagan-Savage School District Policy 515

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 U.S.C. § 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)) 34 C.F.R. Part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and Minn. Rules Parts 1205.0100-1205.2000.

III. DEFINITIONS

A. Authorized Representative

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

B. Biometric Record

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

C. Dates of Attendance

“Dates of attendance,” as referred to in “Directory Information,” means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, satellite, internet or other electronic communication technologies for students who

are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

D. Directory Information

“Directory information” includes: the student's name; address; telephone listing; photograph; date of birth; major field of study; dates of attendance; grade level; enrollment status (i.e. full-time or part-time); participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors, and awards received and the most recent educational agency or institution attended and photographs of students taking part in officially recognized activities, sports, and academic or non-academic classes or programs. One of the purposes of directory information is to allow the School District to include this type of information about the student in official school publications, including but not limited to, the yearbook, the student newspaper, graduation programs, honor roll or other recognition lists, sports programs and drama playbills. Directory information does not include:

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

E. Education Records

1. What constitutes “education records.” Education records means those records which: (1) are directly related to a student; and (2) are maintained by the school district or by a party acting for the school district.
2. What does not constitute an education record. The term, “education

records,” does not include:

- a. Records of instructional personnel which:
 - (1) are in the sole possession of the maker of the record; and
 - (2) are not accessible or revealed to any other individual except a substitute teacher; and
 - (3) are destroyed at the end of the school year.
- b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:
 - (1) maintained separately from education records;
 - (2) maintained solely for law enforcement purposes; and
 - (3) disclosed only to law enforcement officials of the same jurisdiction.
- c. Records relating to an individual, including a student, who is employed by the school district which:
 - (1) are made and maintained in the normal course of business;
 - (2) relate exclusively to the individual in that individual’s capacity as an employee; and
 - (3) are not available for use for any other purpose.

However, these provisions shall not apply to records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student.

- d. Records relating to an eligible student, or a student attending an institution of post-secondary education, which are:
 - (1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;
 - (2) made, maintained, or used only in connection with the provision of treatment to the student; and
 - (3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a

physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

- e. Records that only contain information about an individual after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

F. Eligible Student

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

G. Juvenile Justice System

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

H. Legitimate Educational Interest

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

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

I. Parent

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

J. Personally Identifiable

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

K. Record

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

L. Responsible Authority

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

M. Student

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

N. School Official

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

O. Summary Data

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

individual is ascertainable.

P. Other Terms and Phrases

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

IV. GENERAL CLASSIFICATION

State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

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

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

B. Eligible Students

All rights and protections given parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an “eligible student.” However, the parents of an eligible student who is also a “dependent student” are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 C.F.R. § 99.31(a).

C. Students with Disabilities

The school district shall follow 34 C.F.R. §§ 300.610-300.617 with regard to the confidentiality of information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
 - a. a specification of the records to be disclosed;
 - b. the purpose or purposes of the disclosure;
 - c. the party or class of parties to whom the disclosure may be made;
 - d. the consequences of giving informed consent; and
 - e. if appropriate, a termination date for the consent.
3. When a disclosure is made under this subdivision:
 - a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and
 - b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.

4. A signed and dated written consent may include a record and signature in electronic form that:
 - a. identifies and authenticates a particular person as the source of the electronic consent; and
 - b. indicates such person's approval of the information contained in the electronic consent.

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

6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be

accorded to and required of the eligible student, except as provided in Section V. of this policy.

B. Prior Consent for Disclosure Not Required

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

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;
2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:
 - a. performs an institutional service or function for which the school district would otherwise use employees;
 - b. is under the direct control of the school district with respect to the use and maintenance of education records; and
 - c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made.
3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7165 of the federal No Child Left Behind Act and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minn. Stat. § 260B.171, unless the data are required to be destroyed under Minn. Stat. § 120A.22, Subd. 7(c) or § 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records which have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;
4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S.

Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;

5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
 - a. determine eligibility for the aid;
 - b. determine the amount of the aid;
 - c. determine conditions for the aid; or
 - d. enforce the terms and conditions of the aid.

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

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
 - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system’s ability to effectively serve the student whose records are released; or
 - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system’s ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student’s full name, home address, telephone number, and date of birth; a student’s school schedule, attendance record, and photographs, if any; and parents’ names, home addresses, and telephone numbers.
7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when

no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

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

for the school district to defend itself;

11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;
12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
13. Information the school district has designated as “directory information” pursuant to Section VII. of this policy;
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;
15. To the parent of a student who is not an eligible student or to the student himself or herself;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
18. To the juvenile justice system, on written request that certifies that the

information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:

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

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

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minn. Stat. § 260B.171, Subd. 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individual need the information to work with the student in an appropriate manner, to avoid

being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

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

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

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational

and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements.

22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in section 450b of Title 25), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

C. Nonpublic School Students

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

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

VII. RELEASE OF DIRECTORY INFORMATION

A. Classification

Directory information is public except as provided herein.

B. Former Students

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

C. Present Students and Parents

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

1. Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of:
 - a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
 - b. the parent’s or eligible student’s right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and
 - c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.
2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent’s or eligible student’s prior written consent, except as provided in Section VI. of this policy.
3. A parent or eligible student may not opt out of the directory information disclosures to:
 - a. prevent the school district from disclosing or requiring the student to disclose the student’s name, ID, or school district e-mail address in a class in which the student is enrolled; or

- b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.
4. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

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

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

E. Duration

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

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

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

personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

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

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:
 - a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
 - b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
 - c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
 - d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and
 - e. whether the data concerns medical, dental or other health services provided pursuant to Minn. Stat. §§ 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

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

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

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

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minn. Stat. § 626.556, written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minn. Stat. § 626.556, Subd. 11.

Regardless of whether a written report is made under Minn. Stat. § 626.556, Subd. 7, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

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

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
2. A complainant has access to a statement he or she provided to the school district.
3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minn. Stat. § 13.393.
4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are

classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:

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

D. Chemical Abuse Records

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

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

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

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

- A. The school district will release the names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.
- B. Data released to military recruiting officers under this provision:

1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military; and
 2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.
- C. A parent or eligible student has the right to refuse the release of the name, address, or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority, the superintendent of schools or designee in writing by September 15 each year. The written request must include the following information:
1. Name of student and parent, as appropriate;
 2. Home address;
 3. Student's grade level;
 4. School presently attended by student;
 5. Parent's legal relationship to student, if applicable;
 6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
 7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.
- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.
- E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and

accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

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

B. Redisclosure Not Prohibited

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

C. Classification of Disclosed Data

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

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to

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

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

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

B. Record Security

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

C. Plan for Securing Student Records

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

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

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this section for compliance with the law, this policy, and the various administrative policies of the school district. The responsible authority shall then

promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record with the education records of the student which indicates:
 - a. the parties who have requested or received personally identifiable information from the education records of the student;
 - b. the legitimate interests these parties had in requesting or obtaining the information; and
 - c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.

2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:
 - a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
 - b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
 - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 C.F.R. § 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury

or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18. U.S.C. § 2332b(g)(5)(B) or an act of domestic or international terrorism.

4. The record of requests of disclosures may be inspected by:
 - a. the parent of the student or the eligible student;
 - b. the school official or his or her assistants who are responsible for the custody of the records; and
 - c. the parties authorized by law to audit the record-keeping procedures of the school district.
5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:
 - a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and
 - b. the parties to whom the school district disclosed the information.
6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

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

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

B. Response to Request for Access

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

C. Right to Inspect and Review

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

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

D. Form of Request

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

E. Collection of Student Records

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

F. Records Containing Information on More Than One Student

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

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state

law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

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

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

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

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall

specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.

2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.
3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

B. Right to a Hearing

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

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.
2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.
3. Any statement placed in the education records of the student under Subdivision B. of this section shall:
 - a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and
 - b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

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

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minn. Stat. Ch. 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
- B. Data practices compliance official means superintendent of schools or designee.
- C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

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

B. Content of Complaint

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

XVIII. WAIVER

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

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

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

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and
6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or

transfer and that such records may include suspension and expulsion records pursuant to the federal No Child Left Behind Act and, if applicable, a student's history of violent behavior.

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

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

C. Notification to Parents or Eligible Students Who are Disabled

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

XX. DESTRUCTION AND RETENTION OF RECORDS

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

XXI. COPIES OF POLICY

Copies of this policy may be obtained by parents and eligible students at the office of the superintendent.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Sharing Disposition Order and Peace Officer Records)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 *et seq.* (No Child Left Behind)
20 U.S.C. § 7908 (Armed Forces Recruiting Information)
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)

34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
 42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273, 122 S.Ct. 2268, 153 L.Ed. 2d
 309 (2002)

Cross References: Burnsville-Eagan-Savage School District Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
 Burnsville-Eagan-Savage School District Policy 417 (Chemical Use and Abuse)
 Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
 Burnsville-Eagan-Savage School District Policy 519 (Interviews of Students by Outside Agencies)
 Burnsville-Eagan-Savage School District Policy 520 (Student Surveys)
 Burnsville-Eagan-Savage School District Policy 711 (Video Recording on School Buses)
 Burnsville-Eagan-Savage School District Policy 906 (Community Notification of Predatory Offenders)
 MSBA Service Manual, Chapter 13, School Law Bulletin “I” (School Records – Privacy – Access to Data)

Adopted: 4/1997
 Reviewed: 1/14/2016
 Revised: 6/2009, 1/28/2016
 Rescinds: IKF

Burnsville-Eagan-Savage School District Policy 620

620 CREDIT FOR LEARNING

I. PURPOSE

The purpose of this policy is to recognize student achievement which occurs in Post-Secondary Enrollment Options, and other advanced enrichment programs, ~~alternative learning sites, and out of school experiences such as community organizations, work-based learning, and other educational activities and opportunities.~~ The purpose of this policy also is to recognize student achievement which occurs in other schools, in alternative learning sites, and in out-of-school experiences such as community organizations, work-based learning, and other educational activities and opportunities. The purpose of this policy also is to address the transfer of student credit from out-of-state, private, or home schools and online learning programs and to address how the school district will recognize student achievement obtained outside of the school district.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to provide a process for awarding students credit toward graduation requirements for credits and grades students complete in other schools, post-secondary or higher education institutions, other learning environments, ~~out-of-school experiences,~~ and online courses and programs.

III. DEFINITIONS

- A. “Accredited school” means a school that is accredited by an accrediting agency, recognized according to Minn. Stat. § 123B.445 or recognized by the Commissioner of the Minnesota Department of Education (MDE).
- B. “Blended learning” is a form of digital learning that occurs when a student learns part time in a supervised physical setting and part time through digital delivery of instruction, or a student learns in a supervised physical setting where technology is used as a primary method to deliver instruction.
- C. “Commissioner” means the Commissioner of MDE.
- D. “Digital learning” is learning facilitated by technology that offers students an element of control over the time, place, path, or pace of their learning and includes blended and online learning.
- E. “Eligible institution” means a Minnesota public post-secondary institution, a private, nonprofit two-year trade and technical school granting associate degrees,

an opportunities industrialization center accredited by the North Central Association of Colleges and Schools, or a private, residential, two-year or four-year, liberal arts, degree-granting college or university located in Minnesota.

- F. “Nonpublic school” is a private school or home school in which a child is provided instruction in compliance with the Minnesota compulsory attendance laws.
- G. “Online learning” is a form of digital learning delivered by an approved online learning provider.
- H. “Online learning provider” is a school district, an intermediate school district, an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that provides online learning to students and is approved by MDE to provide online learning courses.

IV. TRANSFER OF CREDIT FROM OTHER SCHOOLS

A. Transfer of Academic Requirements from Other Minnesota Public Secondary Schools

The school district will accept and transfer secondary credits and grades awarded to a student from another Minnesota public secondary school upon presentation of a certified transcript from the transferring public secondary school evidencing the course taken and the grade and credit awarded.

~~1.~~

B. Transfer of Academic Requirements from Other Schools

1. The school district will accept secondary credits and grades awarded to a student for courses successfully completed at a public school outside of Minnesota or an accredited nonpublic school upon presentation of a certified transcript from the transferring public school in another state or nonpublic school evidencing the course taken and the grade and credit awarded.

~~a. a.~~ When a determination is made that the content of the course aligns directly with school district graduation requirements, the student will be awarded commensurate credits and grades.

~~a.b.~~

- b. In the event the content of a course taken at an accredited nonpublic school or public school in another state does not fully align with the content of the school district’s high school graduation requirements but is comparable to elective credits

offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements. Credit that does not fully align with the school district's high school graduation requirements will not be used to compute honor roll and/or class rank.

- c. If no comparable course is offered by the school district for which high school graduation credit would be provided, no credit will be provided to the student.
2. Students transferring from a non-accredited, nonpublic school shall receive credit from the school district upon presentation of a transcript or other documentation evidencing the course taken and grade and credit awarded.
- a. Students will be required to provide copies of course descriptions, syllabi, or work samples for determination of appropriate credit. In addition, students also may be asked to provide interviews/conferences with the student and/or student's parent and/or former administrator or teacher; review of a record of the student's entire curriculum at the nonpublic school; and review of the student's complete record of academic achievement.
 - b. Where the school district determines that a course completed by a student at a non-accredited, nonpublic school is commensurate with school district graduation requirements, credit shall be awarded, but the grade shall be "P" (pass).
 - c. In the event the content of a course taken at an non-accredited, nonpublic school does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements, but the grade shall be a "P" (pass).

~~d.~~ ~~d.~~ If no comparable course is offered by the school district for which local high school graduation credit would be provided, no credit will be provided to the student.

~~d.e.~~ Credit and grades earned from a non-accredited nonpublic school shall not be used to compute honor roll and/or class rank.

V. POST-SECONDARY ENROLLMENT CREDIT

A. A student who satisfactorily completes a post-secondary enrollment options course or program under Minn. Stat. § 124D.09 that has been approved as meeting the necessary requirements is not required to complete other requirements of the Minnesota Academic Standards content standards

corresponding to that specific rigorous course of study.

BA. Secondary credits granted to a student through a post-secondary enrollment options course or program that meets or exceeds a graduation standard or requirement shall be counted toward the graduation and credit requirements of a student completing the Minnesota Academic Standards.

1. Course credit will be considered by the school district only upon presentation of a certified transcript from an eligible institution evidencing the course taken and the grade and credit awarded.
2. Seven quarter or four semester post-secondary credits shall equal at least one full year of high school credit. Fewer post-secondary credits may be prorated.
3. When a determination is made that the content of the post-secondary course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
4. In the event the content of the post-secondary course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
5. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner, who shall determine the number of credits that shall be granted to a student.
6. When secondary credit is granted for post-secondary credits taken by a student, the school district will record those credits on the student's transcript as credits earned at a post-secondary institution.

CB. A list of the courses or programs meeting the necessary requirements may be obtained from the school district.

VI. CREDIT FROM ONLINE LEARNING COURSES

- A. Secondary credits granted to a student through an online learning course or program that meets or exceeds a graduation standard or requirement shall be counted toward the graduation and credit requirements of a student completing the Minnesota Academic Standards.
- B. Course credit will be considered only upon official documentation from the online learning provider evidencing the course taken and the grade and credit awarded to

the student.

- C. When a student provides documentation from an online learning provider, the course credit and course grade shall be recorded and counted toward graduation credit requirements for all courses or programs that meet or exceed the school district's graduation requirements in the same manner as credits are awarded for students transferring from another Minnesota public school as set forth in Section IV.A. above.

VII. ADVANCED ACADEMIC CREDIT

- A. The school district will grant academic credit to a student attending an accelerated or advanced academic course offered by a higher education institution or a nonprofit public agency, other than the school district.
- B. Course credit will be considered only upon official documentation from the higher education institution or nonprofit public agency that the student successfully completed the course attended and passed an examination approved by the school district.
- C. When a determination is made that the content of the advanced academic course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
- D. In the event the content of the advanced academic course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
- E. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner and request a determination of the number of credits that shall be granted to a student.

VIII. PROCESS FOR AWARDING CREDIT

- A. The building principal will be responsible for carrying out the process to award credits and grades pursuant to this policy. The building principal will notify students in writing of the decision as to how credits and grades will be awarded.
- B. A student or the student's parent or guardian may seek reconsideration of the decision by the building principal as to credits and/or grades awarded upon request of a student or the student's parent or guardian if the request is made in writing to the superintendent within five school days of the date of the building principal's decision. The request should set forth the credit and/or grade requested and the reason(s) why credit(s)/grade(s) should be provided as

requested. Any pertinent documentation in support of the request should be submitted.

- C. The decision of the superintendent as to the award of credits or grades shall be a final decision by the school district and shall not be appealable by the student or student's parent or guardian except as set forth in Section D. below.
- D. If a student disputes the number of credits granted by the school district for a particular post-secondary enrollment course, online learning course, or advanced academic credit course, the student may appeal the school district's decision to the Commissioner. The decision of the Commissioner shall be final.
- E. At any time during the process, the building principal or superintendent may ask for course descriptions, syllabi, or work samples from a course where content of the course is in question for purposes of determining alignment with graduation requirements or the number of credits to be granted. Students will not be provided credit until requested documentation is available for review, if requested.

Legal References: Minn. Stat. § 120B.02 (Educational Expectations for Minnesota's Students)
 Minn. Stat. § 120B.021 (Required Academic Standards)
 Minn. Stat. § 120B.11 (School District Process)
 Minn. Stat. § 120B.14 (Advanced Academic Credit)
 Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
 Minn. Stat. § 123B.445 (Nonpublic Education Council)
 Minn. Stat. § 124D.03, Subd. 9 (Enrollment Options Program)
 Minn. Stat. § 124D.09 (Post-Secondary Enrollment Options Act)
 Minn. Stat. § 124D.095 (Online Learning Option)
 Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
 Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
 Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)
 Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
 Minn. Rules Parts 3501.1000-3501.1190 (Graduation-Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)
 Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
 Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)

Cross References: Burnsville-Eagan-Savage School District Policy 104 (School District Mission Statement)
 Burnsville-Eagan-Savage School District Policy 601 (School District Curriculum and Instruction Goals)

Burnsville-Eagan-Savage School District Policy 613 (Graduation Requirements)

Burnsville-Eagan-Savage School District Policy 614 (School District Testing Plan and Procedure)

Burnsville-Eagan-Savage School District Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)

Burnsville-Eagan-Savage School District Policy 616 (School District System Accountability)

Burnsville-Eagan-Savage School District Policy 618 (Assessment of Student Achievement)

Burnsville-Eagan-Savage School District Policy 624 (Online Learning Options)

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Revised: _____

Rescinds: EEAC

709 STUDENT TRANSPORTATION SAFETY POLICY

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities while waiting for, entering, riding, and exiting a school bus.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

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

B. Student Training

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

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

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

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

- A. Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students.
- B. Consequences for school bus/bus stop misconduct will be imposed by the school district under adopted administrative discipline procedures. In addition, all school bus/bus stop misconduct will be reported to the school district's transportation

safety director. Serious misconduct may be reported to local law enforcement.

1. School Bus and Bus Stop Rules. The school district school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. In most circumstances, consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the school district's Transportation Office/School Office.
2. Rules at the Bus Stop
 - a. Get to your bus stop 5 minutes before your scheduled pick up time. The school bus driver will not wait for late students.
 - b. Respect the property of others while waiting at your bus stop.
 - c. Keep your arms, legs, and belongings to yourself.
 - d. Use appropriate language.
 - e. Stay away from the street, road, or highway when waiting for the bus.
 - f. Wait until the bus stops before approaching the bus.
 - g. After getting off the bus, move away from the bus.
 - h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
 - i. No fighting, harassment, intimidation, or horseplay.
 - j. No use of alcohol, tobacco, or drugs.
3. Rules on the Bus
 - a. Immediately follow the directions of the driver.
 - b. Sit in your seat facing forward.
 - c. Talk quietly and use appropriate language.
 - d. Keep all parts of your body inside the bus.
 - e. Keep your arms, legs, and belongings to yourself.

- f. No fighting, harassment, intimidation, or horseplay.
- g. Do not throw any object.
- h. No eating, drinking, or use of alcohol, tobacco, or drugs.
- i. Do not bring any weapons or dangerous objects on the school bus.
- j. Do not damage the school bus.

4. Consequences

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

(1) Elementary (K-6)

1st offense – warning

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

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

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

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

(2) Secondary (7-12)

1st offense – warning

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

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

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

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

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

(3) Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension

or expulsion from school also may result from school bus/bus stop misconduct.

(4) Records

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

(5) Vandalism/Bus Damage

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

(6) Notice

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

(7) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate school district personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

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

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

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

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

- A. School bus drivers shall have a valid Class A, B, or C Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in Sections VII.B. and VII.C., below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-I" school bus as set forth in Section VII.D., below.
- B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.
- C. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within 30 days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of the following offenses:
 1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;
 2. reckless driving;
 3. improper or erratic traffic lane changes;
 4. following the vehicle ahead too closely;

5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;
 6. driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession.
- D. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.
- E. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a Minnesota commercial driver's license suspended, revoked, or cancelled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.
- F. A person who operates a type III vehicle and who sustains a conviction as described in Section VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within 10 days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

VI. SCHOOL BUS DRIVER TRAINING

A. Training

1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. For

purposes of this section, “annually” means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school district shall retain on file an annual individual school bus driver “evaluation certification” form for each school district driver as contained in the Model School Bus Driver Training Manual.

[Note: The Model School Bus Driver Training Manual is available online through the Minnesota Department of Public Safety State Patrol web page.]

2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Section VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

B. Evaluation

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

1. Safely operate the type of school bus the driver will be driving;
2. Understand student behavior, including issues relating to students with disabilities;
3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;
4. Know and understand relevant laws, rules of the road, and local school bus safety policies;
5. Handle emergency situations; and
6. Safely load and unload students.

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

[Note: The school district may use alternative assessments rather than those set forth in the Model School Bus Driver Training Manual for bus driver training competencies with the approval of the Commissioner of Public Safety. A driver also may receive at least 8 hours of school bus in-service training in any year as an alternative to being assessed for bus driver competencies after the initial year of being assessed for bus driver competencies.]

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.

[Note: The Model School Bus Driver Training Manual is available online through the Minnesota Department of Public Safety State Patrol web page.]

2. Only students assigned to the school bus by the school district shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.
3. The parent/guardian may designate, pursuant to school district policy, a day care facility, respite care facility, the residence of a relative, or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet all other eligibility requirements.
4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.
5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

[Note: A school district is not required to comply with Section VII.A.5. if the school board determines that alternative locations block traffic, impair student safety, or are not cost effective.]

6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion. For purposes of this paragraph, “school bus” has the meaning given in Minn. Stat. § 169.011, Subd. 71. In addition, “school bus” also includes type III vehicles when driven by employees or agents of the school district. “Cellular phone” means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

7. To the extent practical, the school district will communicate ... [regarding late buses].

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer’s rated seating capacity of 10

or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.

2. Type III vehicles must be painted a color other than national school bus yellow.
3. Type III vehicles shall be state inspected in accordance with legal requirements.
4. A type III vehicle cannot be older than 12 years old unless excepted by state and federal law.
5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words "school bus" in any location on the exterior of the vehicle or in any interior location visible to a motorist.
6. A "type III vehicle" must not be outwardly equipped and identified as a type A, B, C, or D bus.
7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.
8. Type III vehicles must be equipped with mirrors as required by law.
9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.
10. Any type III vehicle used to transport students must carry emergency equipment including:
 - a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket, and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.
 - b. First aid kit and body fluids cleanup kit. A minimum of a 10-unit first aid kit and a body fluids cleanup kit is required. They must be

contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver's compartment and must be marked to indicate their identity and location.

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

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

1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:
 - a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.
 - b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:
 - (1) safe operation of a type III vehicle;
 - (2) understanding student behavior, including issues relating to students with disabilities;
 - (3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;

- (4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;
 - (5) handling emergency situations;
 - (6) proper use of seat belts and child safety restraints;
 - (7) performance of pretrip vehicle inspections;
 - (8) safe loading and unloading of students, including, but not limited to:
 - (a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;
 - (b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;
 - (c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;
 - (d) placing the type III vehicle in “park” during loading and unloading;
 - (e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and
 - (9) compliance with paragraph V.F. concerning reporting convictions to the employer within 10 days of the date of conviction.
- c. A background check or background investigation of the operator has been conducted that meets the requirements under Minn. Stat. § 122A.18, Subd. 8, or Minn. Stat. § 123B.03 for school district employees; Minn. Stat. § 144.057 or Minn. Stat. Ch. 245C for day care employees; or Minn. Stat. § 171.321, Subd. 3, for all other persons operating a type III vehicle under this section.

- d. Operators shall submit to a physical examination as required by Minn. Stat. § 171.321, Subd. 2.
 - e. The operator's employer requires preemployment drug testing of applicants for operator positions. Current operators must comply with the employer's policy under Minn. Stat. § 181.951, Subds. 2, 4, and 5. Notwithstanding any law to the contrary, the operator's employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.
 - f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by Minn. Stat. § 171.321, Subd. 5.
 - g. A person who sustains a conviction, as defined under Minn. Stat. § 609.02, of violating Minn. Stat. § 169A.25, § 169A.26, § 169A.27 (driving while impaired offenses), or § 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under Minn. Stat. §§ 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for 5 years from the date of conviction.
 - h. A person who has ever been convicted of a disqualifying offense as defined in Minn. Stat. § 171.3215, Subd.1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.
 - i. A person who sustains a conviction, as defined under Minn. Stat. § 609.02, of a moving offense in violation of Minn. Stat. Ch. 169 within 3 years of the first of 3 other moving offenses is precluded from operating a type III vehicle for 1 year from the date of the last conviction.
 - j. Students riding the type III vehicle must have training required under Minn. Stat. § 123B.90, Subd. 2 (See Section II.B., above).
 - k. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.
2. The type III vehicle must bear a current certificate of inspection issued

under Minn. Stat. § 169.451.

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

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

1. The holder of a Class D driver’s license, without a school bus endorsement, may operate a type A-I school bus or a Multifunction School Activity Bus (MFSAB) under the following conditions:
 - a. The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.
 - b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.
 - c. The operator is prohibited from using the 8-light system if the vehicle is so equipped.
 - d. The operator has submitted to a background check and physical examination as required by Minn. Stat. § 171.321, Subd. 2.
 - e. The operator has a valid driver’s license and has not sustained a conviction of a disqualifying offense as set forth in Minn. Stat. § 171.02, Subd. 2a(h) - 2a(j).
 - f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration’s “Guideline for the Safe Transportation of Pre-school Age Children in School Buses,” if child safety restraints are used by passengers, in addition to the training required in Section VI., above.
 - g. The bus has a gross vehicle weight rating of 14,500 pounds or less and is designed to transport 15 or fewer passengers, including the driver.
2. The school district shall maintain annual certification of the requirements listed in this section for each Class D license operator.
3. A school bus operated under this section must bear a current certificate of

inspection.

4. The word "School" on the front and rear of the bus must be covered by a sign that reads "Activities" when the bus is being operated under authority of this section.

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

- A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.
- B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).

[Note: The Model School Bus Driver Training Manual is available online through the Minnesota Department of Public Safety State Patrol web page.]

- C. School bus drivers and bus assistants for special education students requiring special transportation service because of their handicapping condition shall be trained in basic first aid procedures, shall within 1 month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.
- D. Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of their handicapping condition. The information shall state:
 1. the student's name and address;
 2. the nature of the student's disabilities;
 3. emergency health care information; and
 4. the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

- A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.

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

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

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

XI. STUDENT TRANSPORTATION SAFETY COMMITTEE

The school board may establish a student transportation safety committee. The chair of the student transportation safety committee is the school district's school transportation safety director. The school board shall appoint the other members of the student transportation safety committee. Membership may include parents, school bus drivers, representatives of school bus companies, local law enforcement officials, other school district staff, and representatives from other units of local government.

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

Minn. Stat. § 123B.90 (School Bus Safety Training)
 Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)
 Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)
 Minn. Stat. Ch. 169 (Traffic Regulations)
 Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)
 Minn. Stat. § 169.02 (Scope)
 Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)
 Minn. Stat. § 169.446, Subd. 2 (Driver Training Programs)
 Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
 Minn. Stat. § 169.454 (Type III Vehicle Standards)
 Minn. Stat. § 169.4582 (Reportable Offense on School Buses)
 Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)
 Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
 Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)
 Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
 Minn. Stat. § 171.168 (Notification of Conviction for Violation by a Commercial Driver)
 Minn. Stat. § 171.169 (Notification of Suspension of License of Commercial Driver)
 Minn. Stat. § 171.321 (Qualifications of School Bus Driver)
 Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)
 Minn. Stat. § 181.951 (Authorized Drug and Alcohol Testing)
 Minn. Stat. Ch. 245C (Human Services Background Studies)
 Minn. Stat. § 609.02 (Definitions)
 Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)
 49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)
 49 C.F.R. § 383.33 (Notification of Driver's License Suspensions)
 49 C.F.R. § 383.5 (Transportation Definitions)

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



Future Ready. Community Strong.

**Agenda III.J.
August 11, 2016**

To: Board of Education, Members
From: Dr. Joe Gothard, Superintendent
Date: August 5, 2016
Re: Rescinding of policies

RECOMMENDATION: Approve, on a first reading basis, rescinding Board Policies ECB & ECB-R: *Buildings and Grounds Maintenance*; ECF & ECF-R: *Energy Conservation*; EGAAA & EGAAA-R: *Copyright-Printing and Duplicating Services*; FEE & FEE-R: *Site Acquisition*; GBD-R: *Board-Staff Communication-Regulation*; GBE: *Staff Health and Safety Physical Examinations*; GCIA-R: *Extracurricular Assignments-Regulation*; GCPB: *Resignation of Professional Staff Members*; GCQAA: *Professional Staff Consulting Activities*; GDQAA: *Support Staff Consulting Activities*; HO & HO-R: *Staff Job Actions*; IGEB & IGEB-R: *Adult High School Programs*; and KDE: *Crisis Management*.

The Policy Review Committee and administration reviewed the following policies on June 21, 2016 and recommend rescinding them:

ECB & ECB-R: *Buildings and Grounds Maintenance*
ECF & ECF-R: *Energy Conservation*
EGAAA & EGAAA-R: *Copyright-Printing and Duplicating Services*
FEE & FEE-R: *Site Acquisition*
GBD-R: *Board-Staff Communication-Regulation*
GBE: *Staff Health and Safety Physical Examinations*
GCIA-R: *Extracurricular Assignments-Regulation*
GCPB: *Resignation of Professional Staff Members*
GCQAA: *Professional Staff Consulting Activities*
GDQAA: *Support Staff Consulting Activities*
HO & HO-R: *Staff Job Actions*
IGEB & IGEB-R: *Adult High School Programs*
KDE: *Crisis Management*

Attached are the policies that are being rescinded.

Descriptor Term: **Building and Grounds Maintenance**

Descriptor Code: **ECB**

Issued Date: **4/91**

Reviewed Date:

Revised Date: **3/05**

Rescinds:

Maintenance

The Operations and Maintenance staff shall be responsible for developing and administering a comprehensive schedule for the general care, housekeeping and maintenance of all buildings, grounds and equipment in District 191.

The Operations and Maintenance staff shall work in close relationship with the building principals to realize optimum safety and utilization of facilities throughout the District.

Descriptor Term: **Building and Grounds Maintenance**

Descriptor Code: **ECB-R**

Issued Date: **4/91**

Reviewed Date:

Revised Date: **3/05**

Rescinds:

Structures

All programmed maintenance shall restore deteriorated conditions to meet building code requirements.

Capital improvement projects performed by District personnel require a building permit and inspection by the city building inspector following completion of the project.

All major remodeling is under the supervision of the Business Office. Any input or suggestions by the principal or the staff pertaining to the job or the maintenance personnel doing the job is to be channeled through the designated individual in the Business Office.

Equipment

All equipment shall routinely be inspected per schedule, with all inspections and service recorded for future use.

Replacement or repair of equipment shall restore the serviceability of the item to required standards.

Housekeeping and Grounds

Custodial and maintenance operations shall meet quality control standards and be conducted according to prescribed operating procedures.

Descriptor Term: **Energy Conservation**

Descriptor Code: **ECF**

Issued Date: **11/83**

Reviewed Date: **3/10**

Revised Date: **4/10**

Rescinds:

Energy Conservation shall be practiced by all employees of each department in the District. It is the responsibility of the schools to share in the conservation of energy; furthermore, schools have a moral obligation to teach and support conservation of the nation's limited resources.

Descriptor Term: **Energy Conservation**

Descriptor Code: **ECF-R**

Issued Date: **11/83**

Reviewed Date: **3/10**

Revised Date: **4/10**

Rescinds:

1. LIGHTING

All lights will be turned off in any area that is unoccupied except for corridors, stairwells and exits as required by code.

Classrooms that are partially occupied will use partial lighting when practical.

Day lighting (natural sun light) should be used in place of electrical light when available and dependent on area use and specifications.

The following lighting levels shall be maintained and fall within the guidelines set forth by Illuminating Engineering Society of North America (IESNA):

Task Area	Foot-Candles
Corridors/Stairways/Restrooms	10-20
Storage Rooms	10-20
Conference Rooms	20-50
General Offices	50
Classrooms	50
Cafeterias	50
Gymnasiums	30-50
Parking Areas (uncovered)	1-2

2. TEMPERATURE CONTROL

Standard Building Temperatures

During the heating season and occupied periods, heating systems are to be adjusted where possible to maintain the following average temperatures:

Area	Heating Mode	Cooling Mode
Occupied Areas of Building	70-72F	76-78F
Kindergarten Rooms	70-72F	76-78F
Cafeteria and Kitchen	69-70F	76-78F
Storage and other Similar		
Normally Unoccupied Areas	60F	N/A
Occupied Gym	68F	N/A
Wrestling Rooms	75F	N/A
Shops	68-72F	76-78F
Lavatories and Halls	68F	76-78F

During the heating season and unoccupied periods, heating systems where possible are to be adjusted to maintain average room temperature of 60F.

Heating/cooling systems are to be shut down while buildings are unoccupied and the outdoor temperature is above 50F.

Descriptor Term: **Energy Conservation**

Descriptor Code: **ECF-R**

Issued Date: **11/83**

Reviewed Date: **3/10**

Revised Date: **4/10**

Rescinds:

Heating systems shall be operative to produce average room temperatures not to exceed 60F when a building is unoccupied and the outdoor temperature is below 50F provided damage to the building contents or systems will not result by this action.

During the cooling season and unoccupied periods, when air conditioning systems are operating, cooling systems are to be adjusted to maintain average room temperatures no lower than 76F. Air conditioning systems are to be shut down when a building is unoccupied.

Domestic hot water temperature control devices must be set at 110F or the lowest setting on the control device, whichever is higher.

Staff will not obstruct ventilation/return air ducts or unit ventilators.

Exceptions to Standard Building Temperatures

The District shall apply with all governing national and/or state temperature regulations when emergency energy consumption conditions exist.

The Business Office is authorized to submit exception applications to the appropriate governing agency as the need to request exceptions become evident.

District administration is authorized to make changes in temperature settings as deemed necessary.

2. SCHEDULING

All community education activities/programs shall be scheduled in rooms appropriate to the number of attendees and shall be consolidated to one air handling unit zone whenever possible. The Community Education's scheduler will coordinate the consolidation of activities based on the Zoned floor plans provided by the Operations & Properties department.

3. COMPUTERS AND OTHER OFFICE EQUIPMENT/PLUG LOADS

All computer monitors and other office equipment should be shut off when not in use. Each computer monitor should be set with a 15-minute sleep-mode.

Office copiers and printers will be shut off at night where appropriate.

Classroom televisions will be unplugged over the summer unless used for summer school.

Vending machines for pop, juice and water will be de-lamped and unplugged over the summer except in special circumstances.

5. PERSONAL APPLIANCES

Personal portable space heaters, water coolers, coffee makers, coffee warmers, microwaves and refrigerators are banned from school district facilities except where deemed

Descriptor Term: **Energy Conservation**

Descriptor Code: **ECF**

Issued Date: **11/83**

Reviewed Date: **3/10**

Revised Date: **4/10**

Rescinds:

necessary by the Operations & Properties department. Any exceptions to this regulation need to be submitted and approved by the Operations & Properties Department.

6. GYMS AND LOCKER ROOMS

All gym and locker room lights should be turned off if area will be unoccupied for a period in excess of fifteen minutes.

Ventilation systems will be controlled to maintain the correct amount of air based on occupancy.

During spring and summer months, when phy-ed classes are outside, the gym lighting will be limited to walk-thru lighting and other minimal lighting requirements.

4. KITCHENS

Appliance and equipment "on" times will be as close as possible to the actual use.

Ventilation fans, ovens and other equipment will be shut off when not needed.

Refrigerator doors will remain closed as often as possible.

Unused kitchen beverage coolers and ice cream freezers will be unplugged over the summer.

Frozen food will be consolidated into the district maintenance and high school freezers over the summer. All other freezers will be unplugged and propped open – refer to shut down procedures for walk-ins.

5. SWIMMING POOLS

Swimming Pool Room – Burnsville High School	80F
Swimming Pool Room – Eagle Ridge Junior High	82F
Swimming Pool Room – Metcalf Junior High	82F
Swimming Pool Room – Nicollet Junior High	84F
Swimming Pool Water – Burnsville High School	82F
Swimming Pool Water – Eagle Ridge Junior High	85F
Swimming Pool Water – Metcalf Junior High	85F
Swimming Pool Water – Nicollet Junior High	87F

Swimming pool covers will be used to reduce evaporation and minimize heat loss. Users of the pool will be responsible for replacing pool cover after use.

Descriptor Term: **Copyright**

Descriptor Code: **EGAAA**

Issued Date: **4/91**

Reviewed Date:

Revised Date: **3/05**

Rescinds:

Copyright

Employees are personally responsible for compliance with, and knowledge of existing copyright statutes and Public Law 94-553 (effective January 1, 1978 and its amendment, Public Law 96-517 passed December 12, 1980.)

Employees shall not direct other employees to engage in activities which are not in compliance with P.L. 94-553/P.L. 96-517, or legal judgments arising from P.L. 94-553/P.L. 96-517, or official guidelines pertinent to P.L. 94-553/P.L. 96-517.

Descriptor Term: **Printing and Duplicating Services-Copyright**

Descriptor Code: **EGAAA-R**

Issued Date: **4/91**

Reviewed Date:

Revised Date: **3/05**

Rescinds:

Copyright Law, P.L. 94-553 (effective January 1, 1978) and Official Guidelines

The intent of P.L. 94-553 is to protect authors, creators, producers, and publishers by allowing them to control the publication of the works and to obtain economic profits from their distribution.

Permissions

If the proposed use of the copyrighted work is outside the scope of "fair use" (Section 107 of P.L. 94-553) or other relevant sections of P.L. 94-553, which permit such use, employees must secure permission to copy, reproduce in whole or in part. Or to change media format. Such permissions must be secured via a written request to the copyright owner (s). Such permissions or authorizations to copy must be received prior to the act of copying and be limited to the conditions established by the copyright owner (s). Responsibility for securing permission (s) to copy or reproduce rests with the employee who receives the most direct benefit from the act, i.e., the user of the copies or reproduced material.

Fair Use

P.L. 94-553, Section 107, provides the criteria under which some unauthorized reproduction of copyrighted materials is permitted for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship or research.

The fair use provision of P.L. 94-553, Section 107, is further defined in an "Agreement on Guidelines for Classroom Copying in Not-For-Profit Educational Institutions" under "fair use," Section 107, H.R. 2223, which governs the unauthorized copying of printed, graphic and music material. Employees shall be personally responsible for compliance with these guidelines, a copy of which will be placed in an appropriate place in each District building where copying occurs.

Copying and Distribution of Audio Visual Works

The "fair use" exclusions which allow certain non-authorized copying of printed material do not transfer or apply to audio-visual works, therefore, unless the appropriate permissions have been secured in advance, copying or reproduction of audio-visual works is prohibited unless intended for legitimate scholarly or research purposes. P. L. 94-553, Section 108, Subsection (h) stipulated that the unauthorized copying and distribution of copyrighted works under certain limited circumstances "do not apply to a musical work, a pictorial, graphic or sculptural work, or a motion picture or other audio-visual work (i.e., phono-disc, or audio-tape, video-tape, off-the-air recording of instructional or commercial television broadcasts, slides, filmstrips, transparencies, et al, or translation from one media to another, except certain audio-visual works dealing with news."

Descriptor Term: **Printing and Duplicating Services-Copyright**

Descriptor Code: **EGAAA-R**

Issued Date: **4/91**

Reviewed Date:

Revised Date: **3/05**

Rescinds:

Computer Programs

P. L. 96-517 amended P. L. 94-533 to include computer programs, with their documentation and support materials, as literary works, and had granted to computer programs the same privileges granted to other such copyrighted works under P. L. 94-553. The "fair use" exclusions, which allow certain non-authorized copying of print material, do not transfer or apply to computer programs. No copying of computer programs is allowed, unless a particular license or permission in writing has been granted.

This regulation shall be revised as necessary to comply with current legal interpretations.

Descriptor Term: **Site Acquisition**
Descriptor Code: **FEE**
Issued Date: **11/83**
Reviewed Date: **3/10**
Revised Date: **4/10**
Rescinds:

The purchase of school sites shall be considered at the earliest possible time prior to the need for a site.

Descriptor Term: **Site Acquisition**
Descriptor Code: **FEE-R**
Issued Date: **11/83**
Reviewed Date: **3/10**
Revised Date: **4/10**
Rescinds:

SCHOOL SITE SELECTION AND ACQUISITION

The selection of a site requires the cooperative effort of the Board, administration, and the District's attorney.

Site selection shall include an analysis of demographic data, housing patterns, transportation needs, acreage, and site proximity to park land.

Land acquisition shall be made by direct contact with the owner prior to initiating condemnation procedures.

Descriptor Term: **Board – Staff Communication**

Descriptor Code: **GBD-R**

Issued Date: **4/87**

Reviewed Date:

Revised Date:

Rescinds:

Communications to the Board

The Superintendent should be made aware of the significant communications between Board members and staff members. When such communications are in written form, a copy should be sent to the Superintendent or Board Chairperson.

This necessary procedure shall not be construed as denying the right of any staff member to appeal to the Board concerning administrative decisions on important matters, provided the Superintendent has been notified of the forthcoming appeal and that it is processed in accordance with the Board's policies on complaints, grievances and agenda development.

Staff members are reminded that Board meetings are public and provide an excellent opportunity to observe at firsthand the Board's actions.

Communications with Staff

All official communications, policies and directives of staff interest and concern will be communicated to staff members through the Superintendent, and the Superintendent, will employ all such media as are appropriate to keep staff fully informed of the Board's deliberations and decisions.

Informal Communications

Staff and Board members share a keen interest in the schools and in education generally, and it is to be expected that when they meet at social affairs and other functions, they may informally discuss such matters as educational trend, issues, innovations and general School District problems.

Participants in discussion, in such circumstances as mentioned above, shall abide by the applicable Code of Ethics for staff and Board members.

Board members have official authority only when convened at a legal meeting of the Board.

Descriptor Term: **Staff Health and Safety Physical Examinations**

Descriptor Code: **GBE**

Issued Date: **4/87**

Reviewed Date:

Revised Date: **7/01**

Rescinds: **GBE-R, GBEB-R**

Physical Examinations

1. A physical examination shall be required for all applicants of bus driver positions(s) upon initial entry into the school system pursuant to M. S. 363.02 Subd. 1 (9). Any offer of employment for bus driver position (s) will be made on condition that the applicant meet the physical requirements of the job. The physical examination will only test the applicant's capability to perform essential job related functions.
2. An application for leave based upon a serious health condition of the employee must be accompanied by a signed "Medical Certification Statement" from a physician regarding the particular condition for which the employee is requesting leave. The statement must include the date on which the health condition commenced, the probable duration of the condition and the extent to which the employee is unable to perform the functions of his or her position. The certification must state that the employee cannot perform the functions of his or her job.
3. An employee returning from leave based upon a serious health condition will be required to provide a signed fitness-for-duty certification from a physician indicating that the staff member is able to return to his or her position prior to being restored to employment. If such certification is not received, the employee's return to work may be delayed until certification is provided.
4. Any medical information obtained on employees shall be collected and maintained in separate medical files and treated as private medical records, except that supervisors and managers may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

Descriptor Term: **Extracurricular Assignments**

Descriptor Code: **GCIA-R**

Issued Date: **1/84**

Reviewed Date:

Revised Date:

Rescinds:

Extracurricular assignments are made solely upon the judgment of administration in assessing the ability of the assignee to effect student growth through the particular activity.

Assignment to extracurricular duties shall be made annually by the administrator in charge of the activity.

All assignees will be evaluated annually by the appropriate administrator. In instances where assistants are involved, the administrator shall secure assessments by the head coach or moderator. Evaluation shall be in writing and included in the individual's personnel file.

It is desirable that all coaches or supervisors be teachers employed by the District. Consideration in assignments should go first to qualified interested teachers in the building involved, then to teachers in other buildings in the District, next to certificated people not employed by the District, and finally to other persons deemed qualified by the administrators in charge.

In the event a coach, moderator or supervisor cannot be secured at least one week prior to the commencement of an activity, that activity will not be offered for that year.

If performance has been satisfactory the assignment for the following year will be offered.

Persons may be released at the end of an activity even though performance has been satisfactory, in order to comply with the priorities listed above, if a qualified interested staff member within the building involved becomes available.

If performance has been unsatisfactory after appropriate counseling, the assignment for the following year will not be made.

Notice will be given in writing, setting forth the deficiencies, within thirty days after the conclusion of the activity.

Once an assignment is accepted by returning the signed agreement, the employee is expected to fulfill the obligation of the letter of assignment.

Programs that are dropped from the budget by Board or administrative action automatically terminate the individual appointment.

Descriptor Term: **Resignation of Professional Staff Members**

Descriptor Code: **GCPB**

Issued Date: **4/87**

Reviewed Date:

Revised Date:

Rescinds:

Resignations shall be in writing, signed by the resigning party, submitted to the Human Resources Office and referred to the Board for action.

Descriptor Term: **Professional Staff Consulting Activities**

Descriptor Code: **GCQAA**

Issued Date: **2/84**

Reviewed Date:

Revised Date:

Rescinds:

Employees are permitted to engage in consulting activities so long as the engagement in these activities does not impair their performance of duties as judged by the Superintendent.

Descriptor Term: **Support Staff Consulting Activities**

Descriptor Code: **GDQAA**

Issued Date: **2/84**

Reviewed Date:

Revised Date:

Rescinds:

Employees are permitted to engage in consulting activities so long as the engagement in these activities does not impair their performance of duties as judged by the Superintendent.

Descriptor Term: **Staff Job Actions**

Descriptor Code: **HO**

Issued Date: **1/84**

Reviewed Date:

Revised Date: **4/10**

Rescinds:

Insurance Coverage During Work Stoppage

District 191 shall provide a system of insurance coverage or non-coverage during a work stoppage. Insurance coverage shall cease on the last day of the month in which the stoppage occurred.

Work Day Schedule

In the event of a strike by any employee group, there shall be no rescheduling of workdays missed during the work stoppage.

Descriptor Term: **Staff Job Actions**

Descriptor Code: **HO-R**

Issued Date: **1/84**

Reviewed Date:

Revised Date: **4/10**

Rescinds:

Insurance Coverage During Work Stoppage

In the event of a strike by any District 191 employee groups, insurance contributions by the District shall cease on the last day of the month following the start of the strike for all striking employees.

Striking employee shall have the opportunity to pay the entire cost of health and accident insurance plus life insurance.

The payment shall be delivered to the Business Office before the last day of the month preceding coverage and each corresponding date thereafter for the duration of the strike.

If payment is not made, all coverage will be ceased on the last day of the month in which the strike commenced.

Members of the striking group who choose to remain on duty shall receive fringe benefits as outlined in the appropriate agreement.

Descriptor Term: **Adult High School Programs**

Descriptor Code: **IGEB**

Issued Date: **5/85**

Reviewed Date:

Revised Date:

Rescinds:

The School District shall have an Evening High School, which provides for student participation through flexibility in programming and scheduling.

Legal References: Minn. Stat. §123.35, Subd. 8
 Minn. Stat. §124.26

Descriptor Term: **Adult High School Programs**

Descriptor Code: **IGEB-R**

Issued Date: **5/85**

Reviewed Date:

Revised Date:

Rescinds:

The purpose of the District's Adult Evening High School shall be to provide opportunities to pursue formal education for persons sixteen years of age and older who, for legitimate reasons, are not able to attend a regular school program. The Adult Evening High School shall operate creatively in programming and scheduling to best meet the individual needs of participants. The District's Adult Evening High School shall function in a manner which shall not only permit, but also encourage student participation by exemplifying creativity of programming and scheduling to meet the particular needs of students who are unable to participate in the regular day high school programming of the District.

The Adult Evening High School will operate under the District's Community Services Department and will comply with all applicable statutes and regulations.

The Adult Evening High School will enable students to attain a general Education Development (GED) certificate, to participate in Adult Basic Education (ABE) programs including English as a Second Language (ESL), or to earn regular high school credits which may be applied toward earning a regular high school diploma.

The Director of Community Services and the Principal of the Burnsville Senior High School will meet periodically to assure proper coordination of Adult Evening High School and regular day school program activities.

The Adult Evening High School diploma shall be awarded as a regular District 191 high school diploma, signed by the Administrative head of that school, and other such signatures as may be required by regulation or law. It shall be that administrator's responsibility to review each candidate's qualification before signing the diploma document.

Descriptor Term: **Crisis Management**

Descriptor Code: **KDE**

Issued Date: **6/00**

Reviewed Date:

Revised Date: **8/06**

Rescinds:

I. PURPOSE

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

II. GENERAL INFORMATION

A. The Policy and Plans

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

B. Elements of the District Crisis Management Policy

1. **General Crisis Procedures.** The Crisis Management Policy includes general crisis procedures for securing the building, classroom evacuation, building evacuation, campus evacuation, and sheltering. It also contains guidelines for training and communication. It designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by building administrators when creating the building-specific crisis management plans.

a. **Lock-Down Procedures.** Lock-down procedures will be used in situations that may result in harm to persons inside the school building, such as a shooting, hostage incident, intruder, trespassing, disturbance, or at the discretion of the building administrator or designee. The building administrator or designee will announce the lock-down over the public address system or other designated system. The alert will be made using a pre-selected code word. Provisions for emergency evacuation should be maintained even in the event of a lock-down. Each building administrator will develop lock-down procedures for their

- part of the building-specific crisis management plan and conduct drills as required by law.
- b. Evacuation Procedures. Classroom, building, and campus evacuations may be implemented at the discretion of the building administrator or designee. Each building's crisis management plan will include procedures for transporting students and staff a safe distance from harm to a designated safe area until released by the building administrator or designee, as appropriate. Safe areas may change depending on the emergency.
 - c. Sheltering Procedures. Sheltering provides refuge for students, staff, and visitors within the school building during an emergency. Shelters are safe areas that maximize the safety of inhabitants. Safe areas may change depending on the emergency. The building administrator or designee will announce the need for sheltering over the public address system or other designated system. Each building administrator will develop sheltering procedures for a building as part of the building-specific crisis management plan.
 - d. Training Procedures. Building administrators are responsible for providing training for staff and students so they are prepared to respond appropriately in emergency situations. Building administrators should use the state-mandated fire drills, lock-down drills, and tornado drills as opportunities for this training. In addition, building administrators should provide copies of the crisis management policy to employees. Each building's crisis management plan will include procedures for training and conducting drills.
 - e. Communication Procedures. Responding quickly is a major factor in crisis communications. Timely response reduces tension, confusion, worry and doubt. Each building's crisis management plan will include acknowledgement of the communications role of the building administrator, the Communication Coordinator, and the Superintendent in a crisis situation. Communication following an emergency is equally important. The following actions should be taken as appropriate after a crisis: letter to parents, media release, staff meeting, incident documentation, and report to the School Board.
2. Crisis-Specific Procedures. The Crisis Management Policy includes crisis-specific procedures for potential crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed so that building administrators can tailor response procedures when creating building-specific crisis management plans.
 3. Additional Procedures. The school district administration will prepare early school closure, media and grief counseling procedures.
 - a. Early School Closure Procedures. The superintendent will make decisions about closing a school or any school district building. Such decisions will be made by the superintendent as early in

the day as possible. The early school closure procedures will describe potential reasons for early school closure (weather-related or a crisis situation), will specify how the decision will be communicated to staff, students, families and the school community (including means such as broadcast media, local authorities, or a phone tree), and will discuss factors to be considered in closing and reopening a school or school district building. The early school closure procedures also will include a process for reminding parents and guardians to listen to designated radio and TV stations for school closing announcements, where possible.

- b. Media Procedures. The superintendent has the authority and discretion for notifying parents and guardians and the school community in the event of a crisis or early school closure.
 - c. Grief-Counseling Procedures. The grief counseling procedures will provide a grief-counseling plan utilizing available resources such as the school psychologist, counselor, community grief counselors, and/or others in the community. The grief-counseling procedures will be used whenever determined by the superintendent or the building administrator to be necessary, such as after an assault, a hostage situation, shooting, or suicide. The grief-counseling procedures should include the following steps.
 - (1) Meet with school counseling staff to determine the level of intervention for students and staff (was the crisis on campus, were there student or staff witnesses, etc.).
 - (2) Designate specific rooms as private counseling areas.
 - (3) Escort siblings and close friends of the victim(s) and other highly stressed students and staff to counselors.
 - (3) Prohibit the media from questioning students or staff while on school district property.
 - (5) Follow-up with students and staff who receive counseling.
 - (6) Resume normal routines as soon as possible.
4. Facility Diagrams and Site Plans. School buildings will have a facility diagram and site plan showing at least the following: the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, fire alarms, fire extinguishers, hoses and water spigots. The facility diagrams and site plans will be available in the office of the building administrator and will be kept on file in the school district office.
5. Emergency Telephone Numbers. Each building will maintain a current list of emergency telephone numbers and the names and addresses of local and county personnel who are likely to be involved in resolving a crisis situation. The list will include numbers for agencies such as the police, fire, ambulance, hospital, the Poison Control Center, local,

county, and state emergency management agencies, local public works department, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency, so that they may be contacted as appropriate. A copy of the list for each building will be kept on file in the school district office.

6. Crisis Response Teams.
 - a. Composition. The building administrator in each school building will select a crisis response team trained to respond in an emergency. All team members will be trained to carry out the building's crisis management plan and have knowledge of procedures, evacuation routes, and safe areas. Team members must be willing to be actively involved with resolving crises and be available to assist when necessary. Each building will maintain a current list of crisis response team members and update it annually.
 - b. Leaders. The building administrator or designee serves as the leader of the crisis response team and the principal contact for emergency response officials. When they are present, emergency response agents may elect to take command and control of the situation. It is critical in this situation that school officials assume a resource role and are available to the emergency response personnel.
7. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they should be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff should annually review the District Crisis Management Policy and their own building's crisis management plan.

III. CRISIS-SPECIFIC PROCEDURES

These state-mandated and district-recommended procedures are to be used by building administrators when tailoring response procedures in the building-specific crisis management plans.

A. Fire

Procedures before the crisis:

1. Designate a safe area at least 100 feet away from the building and away from fire lanes. (Minn. Stat. §229F.391 and §299F.011; Uniform Fire Code §1303.3.3.1)
2. Each building's facility diagram and site plan will be available in appropriate areas of the building showing the most direct evacuation routes to the designated safe areas, and the location of fire alarms, fire extinguishers, hoses, and water spigots.
3. Teachers and staff will be trained regarding the main emergency evacuation routes and alternate routes from various points in the building. The school district will develop a universal signal to indicate a

blocked entrance. When this signal is given, the responsible adult must immediately identify an alternate route.

4. Fire drills will be conducted periodically and at irregular times without warning (i.e., lunchtime, recess, and during assemblies). State law requires a minimum of five drills each school year. (Minn. Stat. §299F.30; Uniform Fire Code §1303.3.3.2.)
5. A record of fire drills conducted at the building will be maintained in the building administrator's office.
6. The school district will arrange for emergency shelter sites and transportation as needed.

Procedures at the time of the crisis:

1. Pull the fire alarm, notify building occupants of the evacuation, and evacuate the building.
2. The first person that is aware of the fire should contact the building administrator or designee and attempt to evacuate the area. Check facility diagrams for the nearest evacuation route and safe area.
3. The building administrator or designee will call **911** and notify the superintendent.
4. The building administrator or designee assigns a responsible adult or administrator to meet with local fire or law enforcement agents upon arrival. Give them an update, a facility diagram and a site plan when they arrive.

Procedures for teachers:

1. During an evacuation, take the class roster. Make sure all students and adults have left the room. Close the classroom door but leave it unlocked.
2. Lead all students in an orderly manner to the safe area. Do not allow students to stop at lockers to get books, sweaters, jackets, or other personal belongings.
3. The first person to reach any door should feel the door to see if it is hot. If it **is not** hot, open it and proceed slowly, walking low to the floor. If it **is** hot, the teacher will quickly find an alternate route and lead the students in an orderly manner along the alternate route.

At the safe area:

1. When the group arrives at the safe area, check for any missing students and report them to the building administrator or designee.
2. Do not block any door or gate that may be used by emergency response personnel.
3. While at the safe area, teachers supervise the group closely.

4. Do not re-enter any school buildings until fire department officials declare them safe.
5. Transport students as needed.

Procedures after the crisis:

1. The building administrator or superintendent will report the incident (even if it is a false alarm) to the fire marshal as required by state law. (Minn. Stat § 299F.452).
2. The following actions should be taken as appropriate after a crisis: letter to parents, media release, staff meeting, incident documentation, and report to the School Board.

B. Severe Weather

1. Tornado/Severe Thunderstorm/Indoor Shelter. These procedures are for any weather situation in which students and staff should remain in the building and seek shelter.

Procedures before the crisis:

- a. The school district will identify both potential problem areas on the campus and areas with the highest degree of safety for students and staff. *Unsafe* areas include rooms with large unsupported roof spans, large windows, or rooms located where they will receive the full force of the wind such as upper floor gymnasiums and auditoriums. *Safe* areas include small rooms with few windows, on the lowest floor of the building, and at the interior of the building, such as restrooms, locker/shower areas, basement gymnasiums, and closets.
- b. Facility diagrams will be prepared for each classroom/office/work area showing the most direct evacuation route to the safest areas of the building.
- c. Provide training to appropriate staff, including the crisis response team, on how to deal with inoperative communication systems, absence of natural light in a power outage, inoperative devices in a building with students who have special needs, and inoperative refrigeration systems, alarms, heating and cooling systems.

Procedures when a tornado/severe thunderstorm watch has been issued:

A tornado/severe thunderstorm watch is issued when weather conditions are prime for the formation of a tornado or severe thunderstorm, but none have been spotted so far.

- a. Monitor Emergency Alert radio.
- b. Bring all persons inside the building. Keep students, staff, and visitors inside the building.
- c. Close windows and blinds.

- d. Review tornado drill procedures and the location of the closest safe areas.
- e. Review “drop and tuck” procedures with students.

Procedures when a tornado/severe thunderstorm warning has been issued:

A tornado/severe thunderstorm warning is issued when a tornado or severe thunderstorm has developed and has been spotted in the area. This is a more imminent threat.

- a. Evacuate unsafe classrooms and offices. Teachers take class rosters. Close the classroom door but do not lock it.
- b. Move along inside walls to the safest areas of the building.
- c. Ensure that students are in the “tuck” position.
- d. Account for all students and staff. Report any missing students or staff to the building administrator or designee, when it is safe to do so.
- e. The central office administration, building administrator or designee will monitor any changes in the weather.
- f. Remain in the safe area in the tuck position until the warning expires or emergency response personnel have issued an all-clear signal.

Procedures after the crisis:

- a. Notify the utility company if a break is suspected in the building gas, water, or electrical lines.
- b. Check utilities and electrical devices for damage due to any outage.
- c. The following actions should be taken as appropriate after a crisis: letter to parents, media releases, staff meeting, incident documentation, and report to the School Board.

C. Assault/Fight

These procedures apply to close contact physical confrontations including fistfights, knife assaults, and the use of other weapons, which require close proximity to result in a significant physical threat.

Procedures before the crisis:

1. Teachers and staff will receive information on how to deal with close contact physical confrontations.

Procedures at the time of the crisis:

1. Ensure the safety of all students and staff.

2. Contact the building administrator or designee, police liaison, or **911**, if necessary.
3. Approach in a calm and controlled manner. If possible, address the combatants by name and use a distraction to defuse the situation.
4. Control the scene and demand that the combatants stop; clear onlookers.
5. Contact the building health office or other CPR/first aid certified persons in the school building to handle medical emergencies until local law enforcement agents arrive, if necessary.
6. Escort the combatants to the office keeping them away from each other and other students.
7. Seal off the area where the assault took place.
8. Notify the building administrator or designee. The building administrator or designee will:
 - a. Notify the superintendent and combatants' parent(s) or guardian(s), as appropriate.
 - b. Investigate by means such as obtaining statements from the combatants and witnesses; deal with the situation in accordance with school district discipline and harassment and violence policies, as appropriate.
 - c. Notify law enforcement or school liaison officer, as appropriate, if a weapon was used, the victim has a physical injury causing substantial pain or impairment, or the assault involved sexual contact (intentional touching of anus, breast, buttocks, or genitalia of another person in a sexual manner without consent, including touching of those areas covered by clothing).
9. Assess counseling needs of victim(s) or witness(es). Initiate the grief-counseling plan, if necessary.
10. Document all activities.

Procedures after the crisis:

1. The following actions should be taken as appropriate after a crisis: letter to parents, media release, staff meeting, incident documentation, and report to the School Board.

D. Bomb Threat

A bomb threat should always be considered a real and immediate danger to students and staff and requires an immediate response by the person receiving the bomb threat message. Consequently, all staff should be familiar with the bomb threat procedures established by the school district. No bomb threat will be disregarded as being a prank call.

It is important that all staff be knowledgeable in the procedures to initiate evacuation, in the notification of local law enforcement agencies and appropriate personnel, and in the steps to take before the site is cleared for reentry. All staff should be aware of the location of bomb threat procedures.

If the building administrator or designee determines it is necessary to evacuate the campus, the superintendent and local law enforcement agents should be consulted to determine how parents and guardians can be notified, school facilities can be protected, and crowd control can be provided, if needed.

At least one bomb threat drill should be conducted each school year. Because evacuation of the students and staff is the response used for a number of other crises in addition to bomb threats, staff members will probably not be aware they are evacuating because of a bomb threat. Therefore, it is good practice that whenever exiting the classrooms or work areas for any kind of drill, all personnel should quickly inspect their work area for anything unusual or out of place and be aware of any unusual or suspicious persons on the site.

Never attempt to touch, move, dismantle, or carry any object that is suspicious.

Procedures for bomb threat recipient:

1. ***If you receive a bomb threat by written message***, preserve the note for the police by touching it as little as possible and placing it in a document protector or plastic bag, if available. Go to Step 2.

If you receive a bomb threat by telephone:

- a. Record exactly what the caller says. Activate caller ID where available. Complete the "*Bomb Threat Phone Report*" and the "*Caller Identification Checklist*."
 - b. Remain calm, be firm, keep the caller talking. Listen carefully to the caller's voice, speech patterns, and to noises in the background.
 - c. After hanging up the phone, immediately dial the callback service in your area to trace the call, if possible.
2. Notify the building administrator or designee.
 3. Call **911** and report the bomb threat.
 4. Call the superintendent to report the incident and any action taken so far and the superintendent should, in turn when appropriate, contact school board members.
 5. DO NOT activate the fire alarm since the noise may detonate some bombs. A public address announcement should be made to initiate building evacuation; do not mention "bomb threat."
 6. Students and staff may be evacuated from the building and proceed to the designated safe area away from the building. Close the classroom door but leave it unlocked. Teachers take class rosters. Once

evacuated, roll call should be taken. Notify the building administrator or designee of any missing students or staff.

7. If the bomb threat message contained a specific time of detonation, the buildings will not be cleared for reentry until a significant period of time has lapsed after that time, no matter how thorough a check was conducted.
8. When reentry is permitted, staff should once again visually inspect their classrooms and work areas for unusual items before allowing students to enter.

Procedure after the crisis:

1. The following actions should be taken as appropriate after a crisis: letter to parents, media release, staff meeting, incident documentation, and report to the School Board.

E. Demonstration or Disturbance

These procedures are for dealing with anyone causing or participating in a demonstration or disturbance at the building: individual students, student groups, or outside individuals or groups not associated with the building.

Procedures:

1. Notify the building administrator or designee of the disturbance.
2. During the disturbance, the building administrator or designee will take corrective action, such as:
 - a. Ask the demonstrators to disperse.
 - b. Notify the superintendent.
 - c. Notify the local law enforcement agency, if necessary.
 - d. Contain the disturbance by sealing off the area, to the extent possible.
 - e. Secure the building, if necessary.
 - f. Shut off bells, if appropriate.
 - g. Relocate people involved in the disturbance to an isolated area, to the greatest extent possible.
3. During the disturbance, teachers should:
 - a. Keep students in classrooms and lock the door. Do not allow students out of the classroom until the building administrator or designee gives an all-clear signal.
 - b. Make a list of students absent from the class.

Procedures after the crisis:

1. The following actions should be taken as appropriate after a crisis: letter to parents, media release, staff meeting, incident documentation, and report to the School Board.

F. Hazardous Materials

If a major chemical accident necessitates student and staff evacuation, the fire department will be consulted and may take command and control of the situation.

Procedures for reporting chemical accidents should be posted at key locations (i.e., chemistry labs, art rooms, pool area, and janitorial closets). School buildings must maintain Material Safety Data Sheets (M.S.D.S.) for all chemicals on campus. State law, federal law, and OSHA require that pertinent staff is aware of where to access these sheets in the case of a chemical accident.

Procedures for on-site chemical accidents:

1. Determine the name of the chemical, where it is located, and whether or not it is spreading rapidly. Attempt to contain the spill or area around it. Close doors. School personnel should not attempt to clean up or remove the spill – leave that for trained personnel. Refer to the M.S.D.S. for guidance.
2. Notify the building administrator or designee about the accident.
3. Relocate students and staff to safe areas, upwind of the accident. Teachers bring the class roster. Take roll call and immediately report any missing students to the building administrator or designee.
4. Call **911** (the fire department will contact the local hazardous materials team).
5. Seek treatment for any students or staff exposed to the chemical through inhalation, skin exposure, swallowing, or eye exposure.
6. The building administrator or designee assigns a responsible adult or administrator to meet with fire or law enforcement agents upon arrival. Give them an update, a facility diagram and a site plan when they arrive.
7. Call the superintendent to report the incident and any action taken so far and the superintendent should, in turn when appropriate, contact school board members.

Procedures for off-site chemical Accidents:

1. When evacuation of the area is necessary, students and staff will be directed to a specific relocation area by local emergency management officials involved.

2. Evacuation may be made to a relocation center designated in advance by a building administrator or designee if a specific alternative assignment is not made by response agency officials.

Procedures after the crisis:

1. The following actions should be taken as appropriate after the crisis: letter to parents, media release, staff meeting, incident documentation, and report to the School Board.

G. Intruder/Hostage

Individuals who pose a possible threat could include a sniper on campus, someone who may attempt to abduct or injure a student, or any unauthorized visitor without a legitimate purpose. It may be a law enforcement agency who notifies the school or school district of the dangerous situation, or it may be school personnel who first recognize the danger.

Procedures before the crisis:

1. Implement lock-down procedures to secure the school building, to keep students inside and keep the danger outside of the building away from students and staff. A code word should be predetermined to alert staff when the school building will be secured and lock-down procedures initiated.

Procedures for the staff member who sees an unauthorized intruder:

1. If possible, have another staff person accompany you when approaching an intruder that does not indicate a potential for violence.
2. Politely greet the intruder and identify yourself.
3. Ask the intruder to identify himself or herself and to state what is the purpose of his or her visit.
4. Inform the intruder that all visitors must register at the main office.
5. If the intruder's purpose is not legitimate, ask him/her to leave and accompany intruder to exit if possible, or arrange for someone else to accompany the intruder.
6. If the intruder refuses to leave or is a repeat offender, warn him or her of the consequences of staying on school property. Inform him or her that the police will be contacted.
7. If the intruder still refuses to comply, notify building administrator or designee or police liaison and give as complete a description of the person as possible.
8. Walk away from the intruder if the intruder indicates a potential for violence. Do not attempt to disarm anyone with a weapon or physically restrain anyone who may be capable of inflicting bodily harm. Monitor the intruder leaving campus, if possible.

9. Call **911** and provide law enforcement agents with as much identifying information as possible (physical description, location in the school building, where the person is going, if the intruder is armed).

Witness to a hostage situation:

1. If the hostage taker is unaware of your presence, do not intervene.
2. Call **911** immediately, if possible. Give the dispatcher details of the situation; ask for assistance from the hostage negotiation team.
3. Seal off the area near hostage situation, to the extent possible.
4. Notify the building administrator or designee who may elect to evacuate the rest of the building.
5. The police or hostage negotiation team will assume command and control of the situation when they arrive.

If taken hostage:

1. Follow instructions of the hostage taker.
2. Try not to panic. Calm students if they are present.
3. Treat the hostage taker as normally as possible. Be respectful. Ask permission to speak. Do not argue or make suggestions.

Procedures after the crisis:

1. The following actions should be taken as appropriate after a crisis: letter to parents, media release, staff meeting, incident documentation, and report to the School Board.
2. Initiate the grief-counseling plan, if appropriate.

H. Shooting

These procedures apply to snipers inside or outside of the school building or any other firearm threat that poses an immediate danger. The threat may also result from an intruder or from participants in a demonstration.

Procedures for staff and students if a person threatens with a firearm or begins shooting:

1. **If outside**, staff and students should go inside the building as soon as possible. If staff or students cannot get inside, they should make themselves as compact as possible, put something between themselves and the shooter, and not gather in groups.
2. **If inside**, staff, students and visitors should turn off the lights, lock all doors and windows, and close the curtains, if it is safe to do so.
3. Staff, students and visitors should crouch under desks without talking and remain there until an all-clear signal is given by the building administrator or designee.

4. If safe to do so, staff should check the halls for wandering students who are not the threat and bring them immediately into a classroom, even if they are from another classroom. When it is safe to do so, staff should notify the office if students from another class are in their room.
5. Take roll call and notify the building administrator or designee of any missing students or staff, when it is safe to do so.

Procedures for the building administrator or designee or police liaison if a person threatens with a firearm or begins shooting:

1. Assess the situation as to:
 - a. shooter's location,
 - b. injuries, and
 - c. potential for additional shooting.
2. Call **911** and give them as much detail as possible about the situation.
3. Secure the school building, if appropriate.
4. Assist students and staff in evacuating from immediate danger to a safe area.
5. Care for the injured to the extent practicable until emergency personnel arrive.
6. Refer media calls, contacts, and questions to the school district spokesperson.

Procedures after the crisis:

1. The following actions should be taken as appropriate after a crisis: letter to parents, media release, staff meeting, incident documentation, and report to the School Board.
2. Initiate the grief-counseling plan, if appropriate.

I. Suicide

Procedures for a suicide attempt:

1. Intervene prior to an attempted suicide, as appropriate. Try to calm the suicidal person.
2. Prevent others from witnessing a traumatic event, if possible. Isolate the suicidal person or victim from other persons. Remain calm and reassure students.

3. Call **911** if the person dies, needs medical attention, has a weapon, or needs to be restrained.
4. Notify the school psychologist or counselor, building administrator or designee, or appropriate crisis intervention or mental health hotline.
5. The building administrator or designee will activate the crisis response team.
6. Stay with the person until counselor/suicide intervention arrives. **DO NOT LEAVE A SUICIDAL PERSON ALONE.**
7. The building administrator or designee assigns a responsible adult to meet with emergency personnel upon arrival.
8. The building administrator or designee will notify the superintendent and the parent(s) or guardian(s) if the suicidal person or victim is a student, or a family member if the person is a staff member.
9. The building administrator or designee may arrange a meeting with parents and the school psychologist or counselor to determine a course of action.

Procedures after the crisis:

1. The following actions should be taken as appropriate after a crisis: letter to parents, media release, staff meeting, incident documentation, and report to the School Board.
2. Initiate the grief counseling plan, if appropriate.

J. Terrorism (Chemical or biological threat)

Upon receiving a chemical or biological threat phone call:

1. Complete the "*Chemical/Biological Threat Phone Report*" and "*Caller Identification Checklist*."
2. Listen closely to the caller's voice, speech patterns, and to noises in the background.
3. Notify the building administrator or designee who is responsible for notifying the local law enforcement agency.
4. The building administrator or designee may order an evacuation of all persons inside the school building(s), or other actions, per school district policies.
5. If evacuation occurs, teachers should take the class roster.

Upon receiving a chemical or biological threat letter:

1. Minimize the number of people who come into contact with the letter by immediately limiting access to the area in which the letter was discovered.

2. Seal the letter in a zip-lock bag or another envelope.
3. Call **911** first, then the Minnesota Duty Officer at 1-800-422-0798.
4. Separate “involved” people from the rest of the students and staff for investigation. Involved people are those who had direct contact with the letter or were in the immediate area when the letter was opened.
5. Remove “uninvolved” people from the immediate area. Uninvolved people had no contact with the letter and were not in the immediate area when the letter was opened.
6. Ask “involved” people to remain calm until emergency response officials arrive.
7. Ask “involved” people to minimize their contact with the letter and the surrounding area; the area should now be considered a crime scene.
8. Get advice of emergency response officials regarding decontamination and change of clothing for persons who opened or handled the letter without gloves.

Evacuation Procedures:

1. The building administrator or designee should notify staff and students of evacuation.
2. Lead students calmly to the nearest designated safe area away from the school building.
3. Teachers take roll call after the evacuation. Immediately report any missing students to the building administrator or designee.
4. Students and staff who were “involved” in receiving the threat (by telephone or letter) will be evacuated as a group, separate from “uninvolved” students and staff.
5. The building administrator or designee will announce the termination of the emergency after consulting with emergency response officials.

Procedures after the crisis:

1. The following actions should be taken as appropriate after a crisis: letter to parents, media release, staff meeting, incident documentation, and report to the School Board.

K. Weapons

If a student or staff member is aware of a weapon brought to school:

1. Immediately notify the building administrator or designee, teacher, or police liaison.
2. Tell them the name of the person suspected of bringing the weapon, where the weapon is located, if the suspect has threatened anyone, or

any other details that may prevent the suspect from hurting someone or himself or herself.

3. If a teacher suspects that a weapon is in the classroom, he or she should confidentially notify a neighboring teacher or the building administrator or designee. Do not leave the classroom.

Procedures for the building administrator or designee if a weapon is suspected:

1. Call 911 if a weapon is reasonably suspected to be in the building or on school grounds.
2. Isolate the suspect from the weapon, if possible. If the suspect threatens with the weapon, do not try to disarm the suspect. Back away with arms up. Stay calm.
3. Ask another administrator or police liaison to join in questioning the suspected student or staff member.
4. Accompany the suspect to a private office and wait for local law enforcement agents.
5. Inform the suspect of his or her rights before you conduct a search of their property, if appropriate.
6. Document the incident and report it, if appropriate. (Minn. Stat. § 121A.06 - Reports of dangerous weapon incidents in school zones.)
7. Notify parents or guardians if the suspect is a student and explain to them why a search was conducted and the results of the search.

Procedures after the crisis:

1. The following actions should be taken as appropriate after a crisis: letter to parents, media release, staff meeting, incident documentation, and report to the School Board.

Legal References: 42 U.S.C. § 5121 et. seq. (Disaster relief and emergency assistance)
 Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
 Minn. Stat. § 121A.57 (Crisis Management Policy)
 Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property)
 Minn. Stat. Ch. 299F (Fire Marshal)
 Minn. Rules, Pt. 3530.4400 to 3530.4700 (Civil Defense)
 Minn. Rules, Pt. 7510 (Fire Safety)
 Uniform Fire Code

Cross References: MSBA/MASA Model Policy 407 (Employee Right to Know - Exposure to Hazardous Substances)
 MSBA/MASA Model Policy 413 (Harassment and Violence)
 MSBA/MASA Model Policy 501 (School Weapons Policy)
 MSBA/MASA Model Policy 506 (Student Discipline)
 MSBA/MASA Model Policy 803 (Warning Systems and Emergency Plans)

MSBA/MASA Model Policy 804 (Bomb Threats)
MSBA/MASA Model Policy 903 (Visitors to the School District Buildings and Sites)