



Future Ready. Community Strong.

Regular Meeting Agenda

Diamondhead Education Center
200 W. Burnsville Pkway
Burnsville, MN 55337
April 22, 2021
6:30 PM

The meeting will take place via teleconference or other electronic means pursuant to Minnesota Statute 13.D.021. Please visit our website at www.isd191.org for viewing details.

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

I. Call to Order

- A. Welcome
- B. Pledge of Allegiance

II. Approval of Agenda

III. Information

- A. Radon Final Report for Six Buildings (Maximize resources for optimal student learning) 3
Speaker(s): Dave Lake, Director of Operations and Transportation
- B. Update about Strategic Plan Process (Maximize resources for optimal student learning) 7
Speaker(s): Dr. Theresa Battle, Superintendent, and Aaron Tinklenberg, Director of Communications
- C. Report about the Joint Powers Agreement (JPA) with the West Metro School Districts for Network Collaboration (Maximize resources for optimal student learning) 16
Speaker(s): Rachel Gorton, Director of Technology
- D. Report about End of Year Learning Plans (Close gaps and raise achievement for all students) 24
Speaker(s): Dr. Theresa Battle, Superintendent

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

E. Receive an Update about District 191's Efforts to Implement COVID-19 Related Educational and Public Health Guidance Issued by the MDE and the MDH, Respectively (Maximize resources for optimal student learning)	28
Speaker(s): Dr. Theresa Battle, Superintendent	
F. Committee, Board Appointment and School Assignment Reports	37
G. Update about Listening Sessions	38
Speaker(s): Eric Miller, Board Chair	
IV. Business Meeting	48
A. Consent Agenda (Maximize Resources for Optimal Student Learning)	
Description: Although Board action is required, it is generally unnecessary to hold discussion on these items. In the event a Board member wishes to discuss an item, that item will be moved for separate consideration.	
1. Approve Minutes	50
2. Approve Personnel Recommendations	55
3. Adopt a Resolution to Accept Donations	56
4. Approve Payroll, Receipts, Expenses and Investments	58
5. Accept the Budget Analysis	92
6. Approve No Changes to Policy 546: <i>Early Admission to Kindergarten</i>	97
7. Approve Reinstating In-person Listening Sessions	100
B. New Business	
1. Approve Insurance Rates (Maximize resources for optimal student learning)	101
Speaker(s): Stacey Sovine, Executive Director of Human Resources	
2. Approve Amendment to FY21 Revised Budget (Maximize resources for optimal student learning)	102
Speaker(s): Lisa Rider, Executive Director of Business Services	
3. Approve School Resource Officer Agreement (Increase the capacity for partnership with community)	113
Speaker(s): Brian Gersich, Assistant Superintendent	
4. Approve the Birth to 8 Joint Powers Agreement Amendments (Increase the capacity for partnership with community)	138
Speaker(s): Dr. Theresa Battle, Superintendent	
5. Adopt a Resolution Approving Purchase Agreement (Maximize resources for optimal student learning)	141
Speaker(s): Lisa Rider, Executive Director of Business Services	
V. Adjourn	



Future Ready. Community Strong.

**Agenda III.A.
April 22, 2021**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Dave Lake, director of operations

Date: April 15, 2021

Re: Radon Final Report for Six Buildings

Receive a Radon Final Report for Six Buildings from Dave Lake, director of operations.



School Radon Testing Report

David Lake
April 22, 2021

School Radon Testing Report

District 191 School Board Report on Radon Testing April 22, 2021

- Per MN Statute 123B.571 subd. 3, a school district that has tested its school buildings for the presence of radon shall report the results of its tests to the Department of Health and report results to the school board.
- Field Environmental Consulting, Inc. was authorized by David Lake, Director of Operations, to conduct short-term radon monitoring at the following sites:
 - **Gideon Pond, Vista View, Harriet Bishop, Edward Neill, Rahn and William Byrne**
- Radon levels are measured in picocuries per liter or pCi/L. EPA and MDH action level for indoor radon is 4.0 pCi/L.
- Six sites/schools were included in this radon project and 371 samples were retrieved and analyzed. (GP-46, VV-44, HB-67, EN-70, WB-76, Rn-68) [2021 Radon Report--6 Sites.pdf](#)
- All remaining sites/schools will be tested after Nov. 1, per MDH recommendations
- **Summary: no radon levels above the action level of ≥ 4.0 pCi/L were identified for any locations at these schools.**

Thank You



Future Ready. Community Strong.

**Agenda III.B.
April 22, 2021**

To: Board of Education

From: Dr. Theresa Battle, superintendent, and Aaron Tinklenberg, director of communications

Date: April 15, 2021

Re: Update about Strategic Plan Process

Receive an update about Strategic Plan Process from Dr. Theresa Battle, superintendent, and Aaron Tinklenberg, director of communications.



Strategic Roadmap Review & Update

Dr. Theresa Battle, Superintendent
Aaron Tinklenberg, Director of Communications
April 22, 2021

Overview

➤ Purpose

➤ Components

➤ Next Steps

Purpose

Why:

- Board goal; current roadmap is for 2015-20

Driving questions:

- Where should our district be in the long run (vision) in terms of educational programs, student achievement, facilities and financing?
What do we value?
- How do we align our resources (time, money and people) to the new strategic vision?
- How are we performing educationally, financially and managerially?
- How do parents know we've fulfilled our promise for their children?
- How do we measure progress and success?

Review & revise Strategic Vision/Values (Question No. 1)

- Public engagement fall 2020
- Report & Draft Vision (March 2021)
- Public engagement to review draft (early April)
- New draft, leadership input (April 2021)
- Board review & consider for adoption as part of Roadmap (May 2021)

Review & Revise Strategic Directions (Question No. 2)

- Primarily leadership work
- Underlying Contradictions & Strategic Directions Workshops (May/June 2021)
- Board adopts as part of Roadmap
- Supports/aligned with systemic review proposed as part of FY22 budget process

Strategic Dashboard & Pathways Profile - (Question Nos. 3-5)

- Draft Dashboard presented to board October 2020
 - Organized by Strategic Directions
 - Key metrics for each direction
- “Pathways Profile” describes the experience students will have in our schools over the course of PreK-12.
 - More than just “Profile of a Graduate”
 - Skills learned & experiences at benchmark grades
 - Future focused
 - Include assessment information

Next Steps

- May 2021 - Present Vision/Values to Board
- May/June - Develop draft Strategic Directions
- Summer/Fall 2021 - Present Strategic Directions to Board
- Fall 2021 - Finalize Dashboard & Pathways Profile

Thank You



Future Ready. Community Strong.

**Agenda III.C.
April 22, 2021**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Rachel Gorton, director of technology

Date: April 15, 2021

Re: Report about the Joint Powers Agreement (JPA) with the West Metro School Districts for Network Collaboration

Receive a report about the Joint Powers Agreement (JPA) with the West Metro School Districts for Network Collaboration from Rachel Gorton, director of technology.

**Joint Powers Agreement Among
West Metro School Districts for Network Collaboration**

This Agreement is made and entered into pursuant to Minnesota Statutes § 471.59 by and between Independent School District 273 (“Edina”), Independent School District 272 (“Eden Prairie”), Independent School District 270 (“Hopkins”), Independent School District 280 (“Richfield”), Independent School District 283 (“St. Louis Park”), Independent School District 276 (“Minnetonka Public Schools”), Independent School District 278 (“Orono”), Independent School District 885 (“St. Michael-Albertville Public Schools”), Independent School District, Independent School District 877 (“Buffalo-Hanover-Montrose Public Schools”), Independent School District 277 (“Westonka Public Schools”), Independent School District 15 (“St Francis Area Schools”), Independent School District 194 (“Lakeville Area Schools”) hereafter collectively referred to as “Parties”, and individually as “Party” which are signatories to this Agreement.

I. Purpose and Name

The purpose of this Joint Powers Agreement (“JPA”) is to enable members to develop the shared use of fibers provided by the various parties, share resources among themselves, and be able to collectively procure network services. The JPA would also enable members to collectively apply as a consortium for eligible E-Rate (a Federal Program) and Telecommunication Equity Aid (a State of Minnesota Program).

The name of the consortium shall be West Metro Schools Network (“WMSN”).

II. Governance

The WMSN shall be governed by a Board consisting of one representative of each of the parties to the JPA. Upon the commencement of this Agreement, each Party shall be represented by the individual identified in Attachment A to serve on the Board. Each party may change the individual representing it on the Board by notifying all Parties.

1. The Board shall elect from among its members - A Chair, a Vice-Chair, and a Secretary as officers of the Board.
2. Officers shall be elected annually at the first meeting of the calendar year.
3. Officers shall serve a one-year term or until their successors are elected. The term of office shall be effective and shall run from the date immediately following the date of the meeting at which the officers are elected.
4. No member may hold more than one office at a time.
5. The Chair's duties and responsibilities include representing the Board as its principal spokesperson, presiding at Board meetings; directing the preparation of the agenda for all Board meetings; and appointing participants of standing and special committees.
6. The Chair may recommend to the Board for its approval, the establishment of special or standing committees to assist the Board in performing its duties and responsibilities. The Chair's recommendation shall include the duties and responsibilities of the committee, taskforce or

workgroup, its chair and members, and any other matters necessary for the efficient operation of the committee.

7. The Vice-Chair shall exercise the duties and responsibilities of the Chair whenever the Chair is unable to serve or is not available to fulfill such duties and responsibilities.
8. The Secretary shall be responsible for recording and distributing the minutes of all Board meetings.
9. The full board shall appoint a Fiscal Agent who will manage the financial affairs of WMSN.
10. The business address of WMSN Board shall be that of the Fiscal Agent.

III. Meetings

1. Meetings of the Board shall be conducted in a manner consistent with the Minnesota Open Meeting Law.
2. The Chair may cancel regular meetings where it appears that a quorum of Board members will not be present, or where there is no business for the Board to conduct. Notice of meeting and cancellations shall be provided to the members of WMSN as far in advance of the scheduled meeting as possible and shall comply with applicable State law.
3. A simple majority of the membership shall constitute a quorum. To the extent permitted by law, a member may request the chair that they participate in board meetings using electronic conferencing technology. The Chair must assure that reasonable accommodations have been made for interested parties to attend JPA board meetings.
4. A proposed agenda for each Board meeting shall be established and published by the Chair and sent to the Board members prior to the meeting.
5. Each member is responsible for notifying the Chair, Vice-Chair or the Secretary if he or she is unable to attend a meeting.

Unless otherwise specified or agreed, Robert's Rules of Order will govern procedure to be followed in Board or Committee proceedings when not inconsistent with the bylaws and any special rules of procedure adopted by the Board. The Chair will serve as the parliamentarian. Robert's Rules of Order are adopted merely as matters of form and convenience, and the Board's failure to follow such Rules shall not be deemed to invalidate any action or business of the Board performed in a duly called and noticed meeting and affirmatively agreed to by a majority of the Board or attending quorum of the Board.

IV. Bylaws and Amendments

1. The Board may adopt Bylaws to govern its operations. Such Bylaws shall be consistent with the Agreement and applicable law.
2. Any Member of the Board or Member's Official Representative may propose amendments to this Agreement and any Bylaws.
3. Proposed amendments shall be submitted in writing to each member of the Board at least 14 days prior to the meeting at which an amendment is to be proposed and considered. A statement explaining the purpose and effect of the proposed amendment shall accompany the proposed amendment.
4. Amendments shall be considered at a regular meeting of the Board. A majority vote of the full Board is required for approval and adoption of an amendment of the Agreement or Bylaws.

V. Miscellaneous

1. When making a joint purchase on behalf of the collaborative the Board shall first consult with each member District to ensure that the requirements of all members and the specifications for the equipment, materials, services and supplies to meet the needs of each party.
2. The Board may enter into agreements with member Districts by which the member District purchases equipment or services on behalf of the collaborative. In such instance, the purchasing member will serve as the fiscal host and will directly bill other districts with appropriate inventory and documentation of the purchase.
3. Each member may also purchase items separately and shall be separately accountable for its own expenditures of public funds made hereunder.
4. Neither party shall assume any responsibility for the accountability of funds expended by the other or the issuance of a purchase document by the other party.
5. As mutually agreed upon, either by district size, percentage used or other means, the parties may share the costs associated with the shared purchasing process.
6. Each member shall agree to hold the other member harmless in the event of the parties hereto agree and acknowledge that damage to equipment or data integrity due to acts of God or other uncontrollable events can occur. The parties agree to release the other parties from liability or damage resulting from said events, but only to the extent the liability or damage is not caused by the negligent or wrongful conduct of party.
7. Equipment purchased jointly will be considered to have a five year useful life and be depreciated evenly over the five-year period. In the event of dissolution of this agreement, the member retaining and taking sole ownership of the equipment will compensate the other members based on the value of the item's remaining useful life value.
8. If mutually agreed upon a member hosting jointly purchased equipment will purchase a rider to cover the equipment and the cost will be split pro rata by the members.
9. The Board shall adopt and maintain and annually review a service level agreement (SLA) that defines management and access of purchased and managed hardware and services.
10. Term: The term of this Agreement is for a period of five years from the time of the date of the last signatory. The term shall automatically renew for one year period until such time as the JPA is dissolved or the Agreement amended as described in Section IV of this Agreement.
11. Costs: All mutually agreed upon costs and contracts on behalf of the consortium and 3rd party vendors and/or suppliers approved by the JPA shall be shared among all members equally unless a different allocation is agreed by the Board and the impacted members.
12. Conflict of Interest: A member shall declare a conflict of interest prior to deliberations on the issue from which the conflict arises. The Board will determine whether that conflict should preclude the member from voting.
13. Record Retention: Members of the JPA and the Board shall retain records in accordance with the requirements of the State of Minnesota.
14. Withdrawal: A member may withdraw from this Agreement upon providing sixty (60) days written notice to all the JPA members. A withdrawing member shall still be obligated to meet all of its responsibilities through the end of the Term as described above, including all financial obligations. A financial obligation is defined as a product or service that the withdrawing District benefited from.
15. Termination: This Agreement shall terminate i) upon written agreement of all then- current members of the JPA; or ii) by operation of law or court order; or iii) when there are no more than

two members.

16. Dissolution: The JPA shall dissolve upon action authorized representatives of a majority of the then-current members of the JPA, and not a quorum consisting of less than the entire Board.
17. Jurisdiction: This Agreement, and executed amendments thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of the Agreement, or breach thereof, shall be in the state of federal court with competent jurisdiction in Hennepin County, Minnesota.
18. Entire Agreement: This Agreement contains the entire Agreement between the Parties and supersede all oral and written agreements and negotiations between the parties relating to the subject matter and the formation of the joint powers
19. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute on and the same instrument.
20. Invoicing: The Fiscal Agent of the Consortium shall send invoices for Consortium expenditures on the first business day of each month where applicable. Terms for Parties to submit payment to the Fiscal Agent shall be Net 30 days from the date of receipt of invoicing from the Fiscal Agent.
21. Dispute Resolution: Disputes between the parties shall be resolved by arbitration administered by the American Arbitration Association. As a condition precedent to arbitration, the parties to a dispute shall attempt to resolve the dispute through mediation.

In WITNESS WHEREOF and by virtue of duly authorized signatures set forth below, the School Districts have executed this Agreement on the dates indicated below.

ISD 273 Edina Public Schools

By:

Title:

Date:

ISD 280 Richfield Public Schools

By:

Title:

Date:

ISD 272 Eden Prairie Public Schools

By:

Title:

Date:

ISD 283 St. Louis Park Public Schools

By:

Title:

Date:

ISD 270 Hopkins Public Schools

By:

Title:

Date:

ISD 278 Orono Public Schools

By:

Title:

Date:

ISD 276 Minnetonka Public Schools

By:

Title:

Date:

ISD 885 St Michael-Albertville

By:

Title:

Date:

ISD 277 Westonka Public Schools

By:

Title:

Date:

ISD 877 Buffalo-Hanover-Montrose

By:

Title:

Date:

ISD 194 Lakeville Area Schools

By:

Title:

Date:

ISD 15 St Francis Area Schools

By:

Title:

Date:



Attachment A
Superintendent or School District Representative

Independent School District 723 (Edina)

Member: Steve Buettner

5701 Normandale Rd

Edina MN 55424

952.848.4849

steve.buettner@edinaschools.org

Independent School District 272 (Eden Prairie)

Member Representative: Joe Brazil

8100 School Road

Eden Prairie, MN 55344

952-975-7770

jbrazil@edenpr.org

Independent School District 270 (Hopkins)

Member: Ivar Nelson

1001 Hwy 7

Hopkins, MN 55305

952.988.4100

ivar.nelson@hopkinsschools.org

Independent School District 280 (Richfield)

Member Representative: Cory Klinge

Independent School District 283 (St. Louis Park)

Member Representative: Thomas Marble

Independent School District 276 (Minnetonka Public Schools)

Member Representative: Mike Dronen

5621 County Road 101

Minnetonka, MN 55345

952-401-5000

Independent School District 278 (Orono)

Member Representative: Alexander Townsend



685 Old Crystal Bay Road
Long Lake, MN 55359
952-449-8300
alexander.townsend@orono.k12.mn.us

Independent School District 885 (St Michael-Albertville)

Member Representative: Wayne Hoistad
11343 50th St NE
Albertville, MN 55301-9769
wayneh@mystma.org

Independent School District 877 (Buffalo-Hanover-Montrose)

Member Representative: Mathew Nelson
214 1st Ave NE
Buffalo, MN 55313-1697
(763) 682-8707
mnelson@bhmschools.org

Independent Westonka Public Schools
Ind. School District #277
5901 Sunnyfield Road East
Minnetrisita, MN 55364

Technology Contact: Cory Wolf, Director of Technology Services, (952) 491-8027;
wolfc@westonka.k12.mn.us

Independent School District #15(St Francis Area Schools)

Member Representative: Jeff Kienitz
4115 Ambassador Blvd NW
St Francis MN 55070
jefkie@isd15.org

Independent School District #194(Lakeville Area Schools)

Member Representative: Tracy Brovold
William Holmgren - signer
17630 Juniper Path, Suite A
Lakeville, MN 55044
507.469.9212
tracy.brovold@isd194.org





**Agenda III.D.
April 22, 2021**

To: Board of Education
From: Dr. Theresa Battle, superintendent
Date: April 15, 2021
Re: Report about End of Year Learning Plans

Received a report about End of Year Learning Plans from Dr. Theresa Battle, superintendent.



**Agenda III.E.
April 22, 2021**

To: Board of Education
From: Dr. Theresa Battle, superintendent
Date: April 15, 2021
Re: Receive an Update about District 191's Efforts to Implement COVID-19 Related Educational and Public Health Guidance Issued by the MDE and the MDH, Respectively

Receive an update about District 191's efforts to implement COVID-19 related educational and public health guidance issued by the MDE and the MDH, respectively from Dr. Theresa Battle, superintendent.



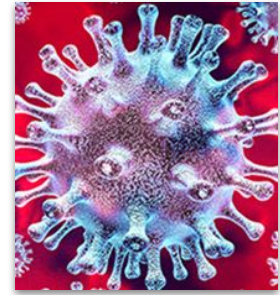
COVID-19 Update

April 22, 2021

COVID-19 Update

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- Learning Model Key Indicators and Decision Process
- Mitigation Strategies- Testing and Vaccinations
- Consultation Notes- COVID-19 Leadership Team, COVID-19 Advisory Team and Regional Support Team
- Distance Learning (DL) Plus
- Club Nicollet for Middle School students



LEARNING MODEL

Key Indicators & Decision Process

These are the factors that are considered when selecting which learning model – distance learning, hybrid or in-person – is best for District 191 schools.



HEALTH

Monitor the prevalence of COVID-19 in our community:

- New cases / 10K residents
- Positive test rate
- Ongoing consultation with health officials



ACADEMIC

Student- and school-related data, including:

- Student attendance
- Virtual Academy enrollment
- Ability to schedule classes efficiently
- Shift in transportation needs



STAFFING

Do staffing levels allow the district to offer the model?

- Staff absentee rates for all positions (e.g. teaching, custodial, leadership, transportation, etc.)
- Substitute coverage



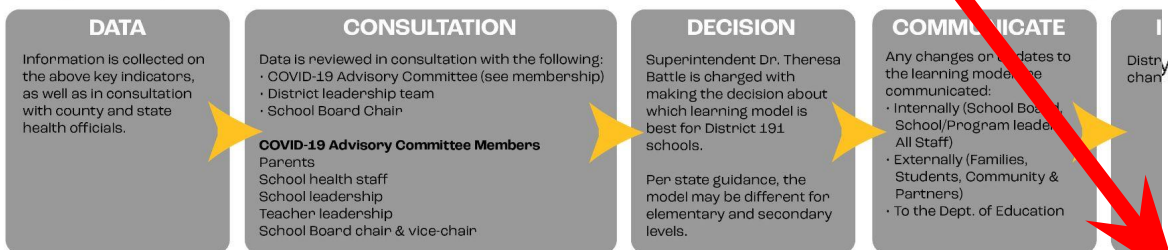
SAFETY

Ability to maintain safe learning environments and follow protocols:

- PPE availability
- Cleaning supply availability
- HVAC systems operating normally
- Students, staff feel safe

Making a decision

Using those key indicators, decisions about which instructional model to use for District 191 schools follow this process:



CURRENT STATUS



As of April 15, 2021

Health Indicators

New cases/10K residents (see state guidance)

- Dakota County _____
- Scott County _____

The following indicators are reported as
■ = no concern, ■ = may affect

Academic Indicators

Student attendance _____
 Virtual Academy enrollment _____
 Scheduling efficiency _____
 Transportation needs _____

Staffing Indicators

Staffing rates _____
 Substitute coverage _____

Safety Indicators

PPE availability _____
 HVAC system operation _____

CURRENT STATUS



As of April 15, 2021

Health Indicators

New cases/10K residents (see state guidance)

- Dakota County _____ 51.9
- Scott County _____ 68.0

The following indicators are reported as
■ = no concern, ■ = may affect decision

Academic Indicators

Student attendance _____ Green
 Virtual Academy enrollment _____ Green
 Scheduling efficiency _____ Green
 Transportation needs _____ Green

Staffing Indicators

Staffing rates _____ Green
 Substitute coverage _____ Green

Safety Indicators

PPE availability _____ Green
 HVAC system operation _____ Green

Data for District 191 schools for the week ending April 10

STATUS	STUDENTS Approx. Enrollment = 7616	STAFF Total = 1250
Weekly Active COVID Cases*	6	1
Weekly Exposed/Quarantined**	204	13
Cumulative cases for 2020-21 since Sept. 1	197	92

* This includes ONLY students and staff who were physically in school or at work during their infectious period.

** Students and staff in quarantine includes those with close contact exposure in school, close contact exposure in community, personal illness, household illness, and lab-confirmed positive.

Mitigation Strategies

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- Saliva Testing
- One 91's Participation in MN's COVID-19 Vaccines

COVID Advisory Committee

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- COVID Advisory is a representative committee to advise the Superintendent regarding selection of learning models during COVID
- Recent meeting feedback included clear consensus recommendation:
 - Hybrid model for ISD 191 has been strong
 - Safety measures have been strong
 - Concern moving to in person too fast will increase number of students in quarantine
 - Disrupts consistency, routines and opportunities
 - Committee wants us to consider populations most impacted by COVID-19.
 - Desire to protect spring events like graduation, prom and activities for students
 - Committee wants kids back in school, but wants to keep them safe.
 - End of school year close
 - Learning plus continues to be an option.



HEALTH



ACADEMIC



STAFFING



SAFETY

Learning Plus

- Available to Students
- Individualization
 - Social Emotional
 - Academic
- Current Examples



Middle School Club Nicollet

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If interested in registering for the Middle School Club Nicollet program serving all middle school ages, please contact WUllrich@isd191.org.



Board Meeting Date: April 22, 2021

COVID-19 Board Report

PURPOSE: Provide an Update about District 191's efforts to implement COVID-19 related educational and public health guidance issued by the MDE and the MDH, respectively (Maximize resources for optimal student learning).

Tonight, I will share information related to primary areas of our planning: Health & Safety, new MDH and MDE guidance and more information regarding our secondary Learning Model.

Health and Safety (MDH):

County Updates: Represents confirmed cases 3/28/21 to 4/10/21. Dakota County is 57.84, an increase from 52.06 and Scott County is 69.33, an increase from 67.94. Today, we received new guidance related to Athletics and Minnesota's COVID-19 screening program from MDH and MDE. MDH has revised Minnesota's Safe Learning Plan guidance for activities. MDH is now not requiring masks for outdoor sports when athletes are actively engaged in practice or competition. This is the same guidance as the fall for outdoor athletic events. Spectators, coaches, and officials are all still mandated to wear masks.

Also, The COVID-19 Saliva Testing Guide for schools has been updated to include information on how to offer testing for students along with our existing staff testing program. The update is prompted by Minnesota experiencing a high circulation of variants of COVID-19. Commissioner Heather Mueller shared with superintendents and charter school leaders that "For example, it is currently estimated that 60% of all COVID-19 cases in Minnesota are the B.1.1.7. variant strain, which is a new version of the virus that spreads more easily. **The spread of COVID-19 variants, including B.1.1.7, are contributing to a sharp increase in COVID-19 cases statewide in Minnesota. More specifically, we are seeing increased cases concentrated in our school-age population, especially among middle and high school students.**

The Minnesota Department of Health (MDH) has continued to emphasize the importance of COVID-19 testing in slowing the spread. As a result, we are asking our schools to help make testing more accessible to our students by promoting existing testing opportunities in your communities and offering testing opportunities for students on-site in middle and high school buildings".

We will provide information to our families about the testing opportunities for students.

Now, through a presentation we will share the remainder of the report. Presenters will be Bernie Bien, our lead licensed school nurse, Brian Gersich, assistant superintendent, Stephanie White, director of Student Support Services and Lisa Rider, executive director Business and Financial Services.

Learning Model Parameters

Number of cases per 10,000 over 14 days, by county of residence	Learning Model
0-9	In-person learning for all students
10-19	In-person learning for elementary students; hybrid learning for secondary students
20-29	Hybrid learning for all students
30-49	Hybrid learning for elementary students; distance learning for secondary students
50+	Distance learning for all students

**Agenda III.F.
April 22, 2021**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Eric Miller, board chair

Date: April 15, 2021

Re: Committee, Board Appointment and School Assignment Reports

Receive reports on Board committees, appointments, and school assignments.

Committees:

- Policy Review Committee – Abigail Alt
- Negotiations Committee – Abigail Alt
- Legislative Committee - Lesley Chester
- Student Performance and Achievement Committee – Eric Miller

Board Appointments:

- AMSD (Association of Metropolitan School Districts) – Toni Conner
- District 917 – Lesley Chester and DeeDee Currier
- Burnsville High School Hall of Fame – Scott Hume
- Burnsville Chamber of Commerce Policy Committee – Abigail Alt
- Foundation 191 – Sue Said
- MSBA (Minnesota School Boards Association) – Scott Hume
- MSHSL (Minnesota State High School League) – Eric Miller

School Assignments:

Abigail Alt	Gideon Pond Elementary
Lesley Chester	William Byrne Elementary
Toni Conner	Nicollet Middle School
Scott Hume	Eagle Ridge Middle School
Eric Miller	Hidden Valley Elementary
Sue Said	Edward Neill Elementary
Anna Werb	Burnsville High School



**Agenda III.G.
April 22, 2021**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Eric Miller, chair

Date: April 20, 2021

Re: Update about Listening Sessions

Received an update about Listening Sessions.

Adopted: 11/2003
 Reviewed: 12/13/2018
 Revised: 1/10/2019
 Rescinds: BDDH

Burnsville-Eagan-Savage School District Policy 206

206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY CONSIDERATIONS

I. PURPOSE

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public discussion as well as to protect the due process and privacy rights of individuals under the law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school board is to encourage input and feedback by the public of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free discussion by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.
- C. The Board may hold public meetings where the public will not be invited to address the school board including regular business meetings, work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not necessarily be allotted time during the meeting to address the board.

III. DEFINITIONS

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of

employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

- C. Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

- D. "Educational data" means data maintained by the school district which relates to a student.
- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.
- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either

a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

IV. RIGHTS TO PRIVACY

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
 2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
 3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
 4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
 2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
 3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

V. THE PUBLIC'S OPPORTUNITY TO BE HEARD

- A. The school board will strive to give all members of the public of the school district an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is

the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

B. The school board provides three opportunities for public input:

1. Board Listening Sessions

The school board may schedule a listening session prior to a regularly scheduled school board meeting during which time the public may make comments directly to the designated school board members or superintendent that deal with any topic related to the board's conduct of the schools. The school board, however, will not act at that day's/evening's regular meeting on any issue presented during the school board listening sessions if that issue was not previously published as an agenda item. A report summarizing the listening session will be given and distributed to board members via the consent agenda at a future meeting.

2. Public Hearings

Public hearings are required by law to be held concerning certain issues, including but not limited to, school closings (Minn. Stat. § 123B.51), truth in taxation (Minn. Stat. § 375.065) education district establishment (Minn. Stat. § 123A.15), and agreements for secondary education (Minn. Stat. § 123A.30). Additionally, other public hearings may be held by the school board on school district matters at the discretion of the school board.

3. Public Forums

The school board may schedule an open forum to create a venue in which the public can gather to become informed about a specific issue, ask questions, offer input, and/or engage in a public conversation.

VI. LISTENING SESSION PROTOCOL

A. Agenda Items

1. Members of the public who wish to present on a subject discussed at a public school board listening session are encouraged to notify the superintendent's office in advance of the listening session. Each speaker should provide his or her name, address, the name of group represented (if any), and the subject to be covered or the issue to be addressed.
2. At the start, or in advance (by notifying the district office at 952-707-2005), of the listening session, any person wishing to speak will complete and submit a card with their name, address, name of group representing, if any, and topic.

3. The facilitating board member will recognize one speaker at a time, and will rule out of order other speakers who are not recognized. Only those speakers who have completed a card in section VI.A.2. of this policy shall be recognized to speak by the facilitating board member. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
4. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
5. Matters proposed for presentation at a listening session which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
6. The facilitating board member shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
7. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
8. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.

B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.

3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)

Minn. Stat. § 13D.05 (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)
Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)
Minn. Stat. § 122A.44 (Contracting with Teachers)
Minn. Stat. § 123B.02, Subd. 14 (Employees; Contracts for Services)
Minn. Stat. § 123B.143, Subd. 2 (Disclose Past Buyouts or Contract is Void)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
Minn. Op. Atty. Gen. 852 (July 14, 2006)

Cross References: Burnsville-Eagan-Savage School District Policy 103 (Complaints-Students, Employees, Parents, Other Persons/
Burnsville-Eagan-Savage School District Policy 205 (Open Meetings and Closed Meetings)
Burnsville-Eagan-Savage School District Policy 207 (Public Hearings)

Burnsville-Eagan-Savage School District Policy 406 (Public and Private Personnel Data)

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

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

MSBA Service Manual, Chapter 13, School Law Bulletin “C” (Minnesota’s Open Meeting Law)

MSBA Service Manual, Chapter 13, School Law Bulletin “I” (School Records – Privacy – Access to Data)

Board Listening Session Guidelines

Registration Card



Future Ready. Community Strong.

Guidelines for Listening Sessions

Welcome to a listening session hosted by members of the Burnsville-Eagan-Savage School District 191 Board of Education. We appreciate you taking the time to be here tonight.

The purpose of the listening sessions is to gather ideas, concerns, feedback and questions from our One91 community. Board members and the Superintendent value public input in the deliberations and decisions of school district matters.

At listening sessions, Board members or the Superintendent may ask clarifying questions or seek additional information but they will not make decisions.

How this works:

1. Please complete sign-in card and give to superintendent or designee.
2. Two Board members and the Superintendent will be present at listening session location from 5:45 pm - 6:15 pm. If no speakers submit a card by the beginning of the listening session, the session will be adjourned.
3. Board members will call on speakers, in the order that people signed up.
4. One person at a time will speak so everyone can hear.
5. Time is limited, so if you are coming as a group, please designate one spokesperson to speak on behalf of the group.
6. The facilitating Board member shall promptly rule out of order any discussion by any person, including School Board members, that would violate the provisions of state or federal law, Policy 206 or the statutory rights of privacy of an individual.
7. Personal attacks by anyone addressing the Board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the School Board.
8. The Board can impose limitations and restrictions as necessary to provide an orderly, efficient and fair opportunity for those present to be heard.

Please be aware that listening sessions must end at 6:15 p.m. so Board members and the Superintendent can be in place for the start of Board meetings.

Thank you for your participation.

Listening Session Registration Card

Date _____ Time _____ 47

Name _____

Street Address _____

City _____

Phone # _____ Email _____

Topic _____

Give this card to the superintendent if you wish to address the Board during the listening session.

Board Members' Questions and Staff Responses for 4-22-21 Boardbook materials
Report about Joint Powers Agreement

Question	Response
<p>1. Is this a new JPA for One91 to join, or if it is being amended</p> <p>2. How long has this JPA been in existence?</p> <p>2. Section II Governance: - Section II, Item 9: Who is the fiscal agent?</p> <p>3. Would there be a time in which an emergency situation could impact the work of this group? There is no language covering board meetings and actions in case of emergency.</p> <p>4. Section III, 4: In the best interests of all involved, I would like to suggest that the JPA clearly defines the minimum time frame in which agenda and meeting materials are available for board review. "Loose" language opens the door to unnecessary confusion and lack of transparency. Consistency in the posting of an agenda ensures consistent access and transparency to said agenda and to proposed action items. We don't want our representative surprised by the agenda or by changes to it.</p> <p>5. Section III: "... Robert's Rules..." - Which version of Robert's Rules? This is typically clearly defined, as there are many different versions.</p> <p>- Of concern as well is that Roberts Rule is considered a matter of convenience. Do we know if it is generally standard practice for this board to follow Roberts Rules, or does it generally not follow Roberts Rules? Matters of voting and amendments to a recommendation would be of concern if Robert's Rules are operationally, a matter of convenience for the JPA board.</p>	<ol style="list-style-type: none"> 1. The recommendation is to join the West Metro Fiber JPA which would be new for us. Currently we are receiving telecommunications aid through Sourcewell. After July 1, Sourcewell is discontinuing their ISP internet services so we will be switching to a new ISP provider that does not qualify for telecommunications aid reimbursement. In order to be eligible for the aid in 2021-2022, we need to have a new JPA in place before 7/1/21. Start date was June 2017. This is a new agreement to us. Others in the group started the JPA after leaving TIES. 2. Hopkins Public Schools. This group does not expect to have any shared assets. Rather it is a means to accomplish the required telecommunications aid process. 3. There are regular board meetings. There is no emergency language but the board would meet virtually as needed. 4. Board meeting minutes for the JPA are taken and are on file. Unfortunately, the language of the JPA has been established by the existing group. We do not have the ability to modify the language individually. 5. Unknown. 6. The purpose of the JPA is to establish a Telcom cluster for the purposes of establishing pricing for fiber and internet. No district is contractually obligated to use this pricing and or vendors. Although purchasing is an option for us through the JPA, the benefit for us to join is that we would continue to qualify for MN Telecommunications Aid. For 2019-2020 that was approximately \$21,000 for ISD191. The telecom cluster does not have expenses and no longer has a bank account. There are no fees from the telecom cluster. Some districts have contracted support to pull together documentation for equity aid filing 7. There are no additional Bylaws beyond the JPA document. 8. Yes.

<p>6. In terms of financial oversight, what is the scope of responsibility for this proposed JPA? I would like to understand if the board is simply making purchasing decisions which govern fiber, and the JPA is the means by which these purchases may be made.</p> <p>- Or, are there bank accounts for the JPA that we need to be aware of? If yes, I imagine that meeting agendas include monthly reports on financials, accounting, etc.</p> <p>7. Section IV - Are there additional Bylaws? If yes, I would like to be able to review.</p> <p>8. I am assuming you (Rachel Gorton) would be the recommended rep for One91.</p>	
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Amendment to FY21 Revised Budget

<p>1. There is a difference of \$536,494 between the projected increase in general fund balance (\$1,157,294) and total reductions in 2021 Revised Budget by BU (\$1,693,788). How are we accounting for this \$536,494 difference</p>	<p>1. The January Revised Budget showed a deficit (expenditures exceeding revenues) \$536,494 as the amount). The adjustment of \$1,693,788 less expenditures results in a net variance that is positive (revenues exceeding expenditures) by \$1,157,294.</p>
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School Board Minutes
 INDEPENDENT SCHOOL DISTRICT 191
 April 8, 2021

The meeting of the Board of Education was called to order by Chair Miller at 6:30 p.m. at Diamondhead E Center, 200 West Burnsville Parkway, Burnsville, MN. The meeting took place in person and via electronic means pursuant to Minnesota Statute 13.D.021.

Call to Order

Members present: Alt, Chester, Conner, Hume, Said, Werb, and Chair Miller. Others in attendance were Superintendent Battle, Student Representative Addisu, staff and members of the public.

Attendance

Miller asked Alt to lead the Pledge of Allegiance.

Pledge of
 Allegiance
 Agenda

Moved by Conner, seconded by Werb, to approve the agenda. A roll call vote was taken and the motion carried unanimously (7, 0 with Werb, Alt, Said, Miller, Chester, Conner, and Hume voting in favor and none voted against).

Received a report about Burnsville High School 9th Grade from Dave Helke, Chris Bellmont, Kim Harrod, Michelle Henderson, Jay Lepper and Arykah Jones.

BHS 9th Grade

Received a report about the School Resource Officer Agreement from Brian Gersich, assistant superintendent.

SRO Audit

Received an update about District 191's efforts to implement COVID-19 related educational and public health guidance issued by the MDE and the MDH, respectively from Dr. Theresa Battle.

COVID-19 Update

Received a report from Milkoomie Addisu, student representative.

Student Rep.

Received a report from Dr. Theresa Battle, superintendent.

Superintendent

Moved by Hume, seconded by Alt, to approve the consent agenda:

-Approve minutes of the regular meeting on March 25, 2021.

-Approve personnel recommendations for Kristin Hollingsworth, Kristen Lorincz, Rachel Cesaro-Moxley, Rachel Wenz, Brenda Gries, Sile Adam, Amanda Exley, William Bluhm, Jennifer Blocker, Brody Childs, and Sydney Miller.

Consent Agenda
 Minutes
 Personnel

-Adopt a resolution to approve and accept donations as presented.

A roll call vote was taken and the motion carried unanimously (7, 0 with Alt, Said, Miller, Chester, Conner, Hume and Werb voting in favor and none voted against).

Donations

Moved by Hume, seconded by Werb, that the Board of Education adopts the following resolution:

Substitute
 Teachers

BE IT RESOLVED, by the Board of Education of School District 191, that the teaching contracts of the following long-term substitute teachers be terminated at the close of the 2020 - 2021 school year.

Last Name, First Name, School:

Anderson, Nathan, SO
 Beerling, Holly, HB
 Bresina, Autumn, ECSE
 Davis, Mikayla, HV
 Grundstrom, Katie, HV
 Hey, Linda, NMS
 Hollingsworth, Kristin, DW
 Lobben, Angela, HB
 Mickelson, Ashly, VV
 Perez, Teresa, WB
 Scott, Dana, NMS
 Soronen, Kellie, BHS
 Stanton, Elizabeth, HV
 Tofte, Andrew, VA
 Topic, Mary, ERMS
 Walter, Caleigh, VA

BE IT FURTHER RESOLVED, that written notice is sent to said teachers regarding termination and nonrenewal of his/her contract as provided by law. A roll call vote was taken and the motion carried unanimously (7, 0 with Said, Miller, Chester, Conner, Hume, Werb and Alt voting in favor and none voted against).

Moved by Werb, seconded by Conner, that the Board of Education adopts the following resolution:

BE IT RESOLVED, by the Board of Education of Independent School District 191 that the portion of teaching contracts of staff in excess of 1.0 and/or contractual rights be terminated at the close of the 2020 – 2021 school year.

Name, Total FTE:

Anderson, Janelle, 0.18478
 Braun, Catherine, 0.18478
 Dundon, Mary Lou, 0.09239
 Gehrke, Andrew, 0.18478
 Islam, Tasia, 0.09239
 Johnson, Ronna, 0.18478
 Kosloski, Scott, 0.18478
 Leyva, Ana, 0.18478
 Nimchuk, Sarah, 0.18478

BE IT FURTHER RESOLVED, that written notice is sent to said teachers regarding termination and nonrenewal of his/her contract as provided by law. A roll call vote was taken and the motion carried unanimously (7, 0 with Miller, Chester, Conner, Hume, Werb, Alt and Said voting in favor and none voted against).

Contracts in
 Excess of 1.0

Moved by Alt, seconded by Said, that the Board of Education adopts 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 2020-2021 school year.

Name, School, FTE:

Baumann, Michelle, RE, 1.00
 Bohannon, Susan, NMS, 0.50
 Buckrey, Susan, BHS, 0.32
 Craig, Jocelyn, EN, 1.00
 Cushing, Kasie, GP, 1.00
 Davis, Mikayla, HV, 1.00
 Grandgenett, Katie, NMS, 1.00
 Hagen, Tara, HB, 1.00
 Harves, Nicole, VV, 0.50
 Hey, Linda, NMS, 1.00
 Islam, Tasia, NMS, 0.17
 Kelly, Katie, NMS, 1.00
 Knaeble, Kelly, NMS, 1.00
 McNeil, Madeline, NMS, 1.00
 Mohr, Sydney, BHS, 0.60
 Nimchuk, Sarah, NMS, 0.83
 Osman, Chelsy, VV, 1.00
 Osman, Fahmo, NMS, 1.00
 Quinn, Katie, NMS, 0.17
 Radtke, Ross, BHS, 1.00
 Roiger, Michael, WB, 1.00
 Scott, Jessica, HB, 1.00
 Spies, Gabrielle, BHS, 0.30
 Spletstoeser, Jena, BHS, 0.70
 Starkey, Maria, RE, 1.00
 Tano, Derek, BHS, 1.00
 Wagner, Kristen, SO, 0.25

BE IT FURTHER RESOLVED, that written notice is sent to said teachers regarding termination and nonrenewal of his/her contract as provided by law. A roll call vote was taken and the motion carried unanimously after discussion (7, 0 with Chester, Conner, Hume, Werb, Alt, Said and Miller voting in favor and none voted against).

Moved by Hume, seconded by Werb, that the Board of Education adopts the resolution proposing to place the following continuing contract teachers on Unrequested Leave of Absence effective at the conclusion of the 2020 - 2021 school year.

BE IT RESOLVED, by the Board of Education of School District 191, as follows:

1. That it is proposed that,

Probationary
Teachers

Unrequested
Leave of Absence

Name, FTE to be Reduced by ULA:

Anderson, Janelle, 0.46

Cleveland, Geoffrey, 1.00

Engelhardt, Angela, 0.25

Fritz, Kimberly, 0.50

Sweeney, Michael, 1.00

Varpness, Vincent, 1.00

teachers of said school district, be placed on Unrequested Leave of Absence without pay or fringe benefits, effective at the end of the 2020 – 2021 school year on June 11th, 2021, pursuant to M.S. 122A.40, subdivision 11.

2. That written notice be sent to said teacher(s) regarding the proposed placement on Unrequested Leave of Absence without pay or fringe benefits as provided by law and said notice shall include notice of right to a hearing if requested and be in substantially the form of the attached letter. A roll call vote was taken and the motion carried unanimously (7, 0 with Conner, Hume, Werb, Alt, Said, Miller and Chester voting in favor and none voted against).

Moved by Chester, seconded by Hume, that the Board of Education approves the rates of pay for the 2020-2021 school year.

A roll call vote was taken and the motion carried unanimously (7, 0 with Hume, Werb, Alt, Said, Miller, Chester and Conner voting in favor and none voted against).

Received a report about Insurance from Stacey Sovine, executive director of human resources, and Chase Ambrosia, OneDigital.

Recessed from 8:21 p.m. to 8:30 p.m.

Received a report about Open Facilities from Lisa Rider, executive director of business services, Stacie Kvilvang, Ehlers, and Jason Aarsvold, Ehlers.

Moved by Alt, seconded by Chester, that the Board of Education approves moving to a Closed Session, as permitted by Minnesota State Statute §13D.05 Subd. 3(c)(3), to consider an offer on River Ridge Education Center. A roll call vote was taken and the motion carried unanimously (7, 0 with Werb, Alt, Said, Miller, Chester, Conner and Hume voting in favor and none voted against).

The closed session began at 9:14 p.m. The following individuals were present in the closed session: Eric Miller, Abigail Alt, Lesley Chester, Toni Conner, Scott Hume, Sue Said, Anna Werb, Dr. Theresa Battle, Lisa Rider, Brian Gersich, Aaron Tinklenberg, Jami Kenney, Martha Ingram (Kennedy & Graven), Stacie Kvilvang (Ehlers), and Harrison Wagenseil (Transwestern).

Casual Rates of Wage

Insurance

Open Facilities

Move to Closed Session

Closed Session

The regular meeting reconvened at 9:39 p.m.

Recess

Moved by Alt, seconded by Conner, to direct staff and consultants to begin negotiation of a purchase agreement to be brought back for formal approval at a future Board Meeting. A roll call vote was taken and the motion carried unanimously (7, 0 with Alt, Said, Miller, Chester, Conner, Hume and Alt voting in favor and none voted against).

Negotiation of a Purchase Agreement

The meeting adjourned at 9:45 p.m.

Adjourn

April 22, 2021

Scott Hume, clerk

Date Approved

DRAFT

April 22nd, 2021

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

TO: Members, Board of Education
Dr. Theresa Battle, Superintendent

FROM: Stacey Sovine, Executive Director of Human Resources

DATE: April 22nd, 2021 FINAL
RE: Recommended Personnel Changes

CLASSIFICATION	ACTION	POSITION CONTROL	NAME	FINAL	LOCATION	POSITION	EFFECTIVE DATE
Certified	Leave of Absence		Amber Barry		Burnsville High School	Teacher	2021-2022 School Year
Certified	Leave of Absence		Andrea Danner		Harriet Bishop Elementary	Teacher	2021-2022 School Year
Certified	Leave of Absence		Norine Moulsoff		Burnsville High School	Teacher	2021-2022 School Year
Certified	Recall		Madeline McNeil		Nicollet Middle School	Teacher	4/19/2021
Certified	Resignation		Erika Nesvig		Eagle Ridge Middle School	Principal	6/30/2021
Classified	Resignation		Todd Swanson		Burnsville High School	Custodian Level I	4/30/2021
Co-Curricular/Coach	Appointment		Derek Tano		Burnsville High School	Webmaster	4/9/2021



**Agenda IV.A.3.
April 22, 2021**

To: Members, Board of Education
Dr. Theresa Battle, superintendent

From: Lisa K. Rider, executive director of business services

Date: April 15, 2021

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

RESOLUTION TO ACCEPT DONATIONS

WHEREAS,

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

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

Moved by: _____

Seconded by: _____

Members in favor of the motion:

Members opposed:

Whereupon said Resolution was declared duly passed and adopted on April 22, 2021

Clerk – Board of Education

Date	Donor	Recipient	Terms	Donation
4/5/2021	Seesaw (company)	Technology Department	Prize for Participating in online training	30 IPEVO Mirror Cams
4/5/2021	Lynn Bracegirdle	Community Education	Office Supplies	General Office supplies: Pens, Pencils, Erasers, Sharpies, Dry Erase Markers, and pins
4/9/2021	Erin Bicknese	Community Education	Giving back to the programs they loved	Duplo's, Puzzles

Total monetary donation received: \$ 0



**Agenda IV.A.4
Apr 22, 2021**

To: Dr. Theresa Battle, superintendent and Board of Education

From: Lisa K. Rider, executive director of business services

Date: Apr 13, 2021

Re: February Payroll, Claims and Receipts

Recommendation: That the Board approves February payroll checks in the net amount of \$3,922,710.99. February claims to date, wire transfers and adjustments totaling \$7,405,436.86. Also, that the Board accepts February receipts of \$12,259,774.94 and investments for the General Fund, 2015A School Building Bonds, and OPEB of \$51,972,515.07 as of February 28, 2021.

February payroll, wire transfers, claims and receipts have been prepared under the direction of Lisa Rider, Executive Director of Business Services, and are presented for approval by the School Board.

LKR/mw

INDEPENDENT SCHOOL DISTRICT 191
FINANCIAL REPORT
February 2021

Cash Receipts

Receipts	\$12,259,774.94
Miscellaneous Adjustments	

TOTAL FEBRUARY CASH RECEIVED\$12,259,774.94**CASH DISBURSEMENTS**

February Payroll	\$3,922,710.99
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A/P		
February Claims	Checks 479689-479984	\$1,859,091.13
	Capital One 6000000345-6000000361	\$42,293.29
	ACH 9000002075-9000002101	\$5,234.52

February A/P Wires+P-card+Fleet card	\$5,495,162.81
February Bank Fees	<u>\$3,655.11</u>

TOTAL FEBRUARY CASH DISBURSED\$11,328,147.85**TOTAL TO BE APPROVED**\$11,328,147.85

	<u>Money Market</u>	<u>(Original Cost)</u> <u>Investments</u>	<u>2/28/2021</u>
GENERAL FUND	\$14,924,001.31	\$22,846,675.45	\$37,770,676.76
OPEB	\$1,442,605.37	\$5,809,900.00	\$7,252,505.37
OPEB EQUITY INV THROUGH JANUARY 31, 2021	\$11,229.73	\$5,233,236.22	\$5,244,465.95
2015A SCHOOL BUILDING BONDS	<u>\$6,031.78</u>	<u>\$1,698,835.21</u>	<u>\$1,704,866.99</u>
	<u><u>\$16,383,868.19</u></u>	<u><u>\$35,588,646.88</u></u>	<u><u>\$51,972,515.07</u></u>

Note: The attached investment reports are provided by our investment advisor, PMA Financial Network, Inc. These reports include our investment and money market balances.



Total Portfolio Report CAR

As of: 02/28/21

PMA Financial Network

2135 CityGate Lane
7th Floor
Naperville, Illinois 60563
Telephone . 630-657-6400
Facsimile . 630-718-8701

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BURNSVILLE ISD 191 / GENERAL FUND

2960

Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
LTD	0	1	02/28/21	02/28/21	PMA SECURITIES SYNDICATE (PMAS)	\$10,151,257.76	\$10,151,257.76	
MM					Investment Shares Portfolio	\$14,924,001.31	\$14,924,001.31	
SDA					Savings Deposit Account - BANK OF CHINA (ICS - DDA)	\$8,006,417.69	\$8,006,417.69	
SEC	46630	1	03/25/20	03/25/21	BMW BANK NORTH AMERICA	\$247,000.00	\$247,000.00	0.700
SEC	46636	1	03/25/20	03/25/21	TRISTATE CAPITAL BANK	\$248,000.00	\$248,000.00	0.600
SEC	46628	1	03/27/20	03/26/21	PENN COMMUNITY BANK	\$247,000.00	\$247,000.00	0.651
SEC	46629	1	03/27/20	03/26/21	CATHAY BANK	\$247,000.00	\$247,000.00	0.651
SEC	46631	1	03/31/20	03/31/21	CRESCOM BANK	\$247,000.00	\$247,000.00	0.650
SEC	45876	1	01/29/20	07/29/21	WELLS FARGO BANK NA	\$249,000.00	\$249,000.00	1.602
SEC	45877	1	01/29/20	07/29/21	WELLS FARGO NATL BK WEST	\$249,000.00	\$249,000.00	1.602
SEC	45878	1	01/30/20	07/30/21	MORGAN STANLEY BANK NA	\$247,000.00	\$247,000.00	1.569
SEC	45879	1	01/30/20	07/30/21	MORGAN STANLEY PVT BANK	\$247,000.00	\$247,000.00	1.569
CD	276086	1	08/21/19	08/20/21	LATINO COMMUNITY CREDIT UNION	\$249,886.41	\$239,600.00	2.147
CD	276087	1	08/21/19	08/20/21	MIDLAND STATES BANK	\$249,961.78	\$242,000.00	1.643
SEC	44591	1	08/28/19	08/30/21	CAPITAL ONE BANK USA NA	\$247,000.00	\$247,000.00	1.653
SEC	44601	1	08/28/19	08/30/21	CAPITAL ONE NA	\$247,000.00	\$247,000.00	1.653
SEC	44604	1	08/28/19	08/30/21	GOLDMAN SACHS BANK USA	\$247,000.00	\$247,000.00	1.702
CD	285471	1	09/21/20	09/21/21	TEXAS CAPITAL BANK	\$249,999.00	\$249,500.00	0.200
SEC	46627	1	03/27/20	09/27/21	PINNACLE BANK TN	\$248,000.00	\$248,000.00	0.801
SEC	46626	1	04/02/20	10/01/21	BANK OF NEW ENGLAND NH	\$249,000.00	\$249,000.00	0.550
CD	279794	1	01/24/20	01/25/22	LANDMARK COMMUNITY BANK	\$249,990.16	\$242,500.00	1.540
CD	285470	1	09/21/20	01/26/22	SERVISFIRST BANK	\$249,904.27	\$249,400.00	0.150

Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated only on the CD, CP, & SEC desk.

Total Amount --> **\$37,797,418.38** **\$37,770,676.76**

Time and Dollar Weighted Portfolio Yield: **1.180 %**

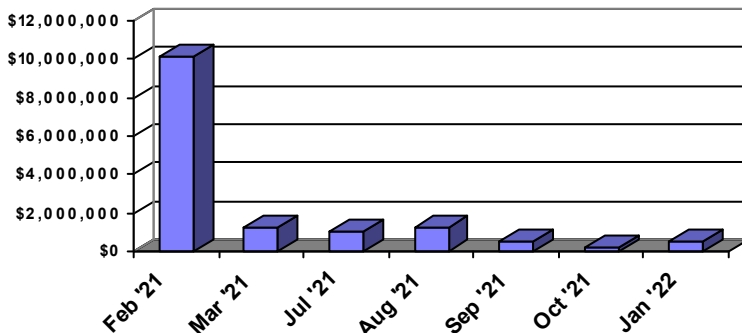
Weighted Average Portfolio Maturity: **19.33 Days**

MM: **60.71%**

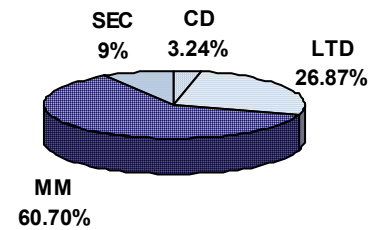
CD's: **3.24%**

CP: **0.00%**

SEC: **9.18%**



Portfolio Maturity Summary - Maturing \$/Month



Portfolio Allocation by Transaction Type



Total Portfolio Report CAR

As of: 02/28/21

PMA Financial Network

2135 CityGate Lane
7th Floor
Naperville, Illinois 60563
Telephone . 630-657-6400
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BURNSVILLE ISD 191 / 2009 OPEB TRUST

3596

Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
MM					Investment Shares Portfolio	\$1,442,605.37	\$1,442,605.37	
SEC	38170	1	09/02/16	03/01/21	City of Rochester NH	\$365,000.00	\$365,000.00	1.340
CD	277189	1	09/23/19	03/24/21	AMERICAN PLUS BANK, N.A.	\$249,841.86	\$243,800.00	1.651
CD	275285	1	08/05/19	08/04/21	VERITEX COMMUNITY BANK	\$249,649.57	\$240,900.00	1.814
CD	275286	1	08/05/19	08/04/21	UINTA BANK	\$249,958.46	\$241,400.00	1.770
CD	275287	1	08/05/19	08/04/21	FIRST NATIONAL BANK	\$249,645.61	\$241,200.00	1.751
CD	276784	1	09/04/19	09/03/21	THREE RIVERS FEDERAL CREDIT UNION	\$249,689.23	\$241,600.00	1.674
CD	276785	1	09/04/19	09/03/21	T BANK, NA	\$249,684.64	\$241,600.00	1.672
CD	277188	1	09/23/19	09/22/21	BANK LEUMI USA	\$150,879.78	\$146,200.00	1.600
SEC	47620	1	02/08/21	12/15/22	KANE COOK & DU PAGE C	\$1,000,000.00	\$1,000,000.00	0.100
SEC	48055	1	02/26/21	02/15/23	MANSFIELD ISD-B-REF	\$310,000.00	\$310,000.00	0.120
SEC	47613	1	01/08/21	08/01/23	SAN MARCOS ISD-REF	\$1,500,000.00	\$1,500,000.00	0.120
SEC	48054	1	02/26/21	10/01/23	HAWAII-EY-REF	\$220,000.00	\$220,000.00	0.100
SEC	48044	1	02/24/21	12/01/23	DEWITT ETC CO CCD #54	\$590,000.00	\$590,000.00	0.190
CD	279751	1	01/21/20	01/21/25	FARMERS AND MERCHANTS UNION BANK	\$248,078.24	\$228,200.00	1.740

Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated only on the CD, CP, & SEC desk.

Total Amount --> **\$7,325,032.76** **\$7,252,505.37**

Time and Dollar Weighted Portfolio Yield: **0.381 %**

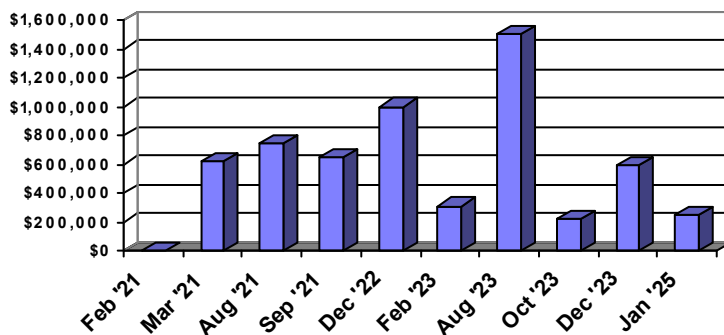
Weighted Average Portfolio Maturity: **492.21 Days**

MM: **19.89%**

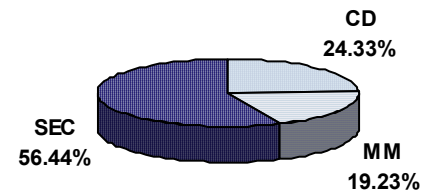
CD's: **25.16%**

CP: **0.00%**

SEC: **54.95%**



Portfolio Maturity Summary - Maturing \$/Month



Portfolio Allocation by Transaction Type



Total Portfolio Report CAR

As of: 02/28/21

PMA Financial Network

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7th Floor
Naperville, Illinois 60563
Telephone . 630-657-6400
Facsimile . 630-718-8701

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BURNSVILLE ISD 191 / 2015A BONDS

5762

Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
MM					Investment Shares Portfolio	\$6,031.78	\$6,031.78	
SDA					Savings Deposit Account - ASSOCIATED BANK, NA	\$1,698,835.21	\$1,698,835.21	
Total Amount -->						\$1,704,866.99	\$1,704,866.99	

Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated only on the CD, CP, & SEC desk.

Time and Dollar Weighted Portfolio Yield: 0.010 %

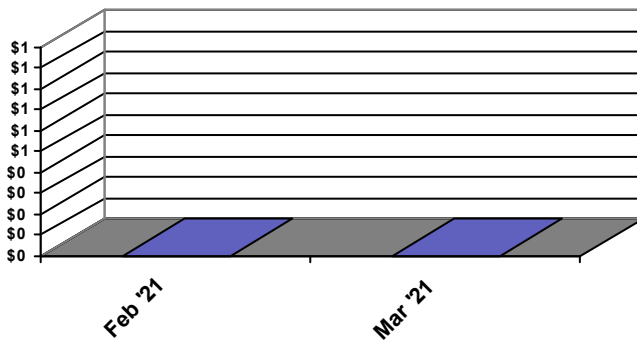
Weighted Average Portfolio Maturity: 1.00 Days

MM: 100.00%

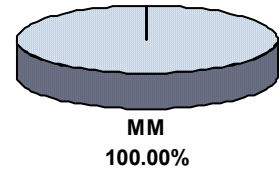
CD's: 0.00%

CP: 0.00%

SEC: 0.00%



Portfolio Maturity Summary - Maturing \$/Month



Portfolio Allocation by Transaction Type

February 2021

Wire Transfers

Date	From	To	Amount	For
02/01/2021	MSDLAF	Delta Dental	27,450.00	Dental Insurance
02/01/2021	MSDLAF	Preferred One	319,682.36	Health Insurance
02/01/2021	MSDLAF	Fairview	3,431.60	Clearscript
02/01/2021	MSDLAF	State of Minnesota	114,392.13	1/31/21 Payroll - State Taxes
02/01/2021	MSDLAF	Internal Revenue Service	696,592.20	1/31/21 Payroll - Federal Taxes
02/01/2021	MSDLAF	TRA	358,611.57	1/31/21 Payroll - TRA
02/01/2021	MSDLAF	PERA	109,888.46	1/31/21 Payroll - PERA
02/01/2021	MSDLAF	State of Minnesota	1,652.80	1/31/21 Payroll - Child Support
02/02/2021	MSDLAF	People's Bank	186,233.53	1/31/21 Payroll - TSA Wire
02/03/2021	MSDLAF	Further	10,097.04	Flex Claims
02/03/2021	MSDLAF	Further	22,812.80	Medical Claims
02/08/2021	MSDLAF	Delta Dental	20,934.23	Dental Insurance
02/08/2021	MSDLAF	Preferred One	257,079.86	Health Insurance
02/08/2021	MSDLAF	Delta Dental	4,494.16	Dental Insurance
02/09/2021	MSDLAF	Healthy Savings	2,706.64	Healthy Savings Program
02/10/2021	MSDLAF	Further	24,012.97	Medical Claims
02/10/2021	MSDLAF	Further	11,947.65	Flex Claims
02/11/2021	MSDLAF	Preferred One	133,959.75	Health Insurance
02/13/2021	MSDLAF	Neopost	500.00	Postage

February 2021

Wire Transfers

Date	From	To	Amount	For
02/16/2021	MSDLAF	Teacher's Federal Credit Union	32,873.65	2/15/21 Payroll - Teacher's Dues
02/16/2021	MSDLAF	State of Minnesota	115,742.66	2/15/21 Payroll - State Taxes
02/16/2021	MSDLAF	Internal Revenue Service	706,925.48	2/15/21 Payroll - Federal Taxes
02/16/2021	MSDLAF	TRA	364,298.46	2/15/21 Payroll - TRA
02/16/2021	MSDLAF	PERA	111,211.63	2/15/21 Payroll - PERA
02/16/2021	MSDLAF	Delta Dental	16,296.40	Dental Insurance
02/16/2021	MSDLAF	State of Minnesota	1,652.80	2/15/21 Payroll - Child Support
02/16/2021	MSDLAF	Preferred One	402,613.85	Health Insurance
02/17/2021	MSDLAF	People's Bank	190,028.10	2/15/21 Payroll - TSA Wire
02/17/2021	MSDLAF	Further	27,734.34	Medical Claims
02/17/2021	MSDLAF	Further	9,546.16	Flex Claims
02/22/2021	MSDLAF	Delta Dental	12,552.29	Dental Insurance
02/22/2021	MSDLAF	Preferred One	1,092,574.57	Health Insurance
02/23/2021	MSDLAF	MN Department of Revenue	49.00	January Sales Tax
02/24/2021	MSDLAF	Further	24,009.50	Medical Claims
02/24/2021	MSDLAF	Further	12,019.50	Further Administrative Fees
02/24/2021	MSDLAF	Further	9,892.28	Flex Claims
02/26/2021	MSDLAF	Postalia	5,000.00	Postage

AP Check Register

AP Run: 20210205 AP — Post Date: 2021-02-05 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/05/2021	479689	Check	A.J. Moore Electric Inc	928491	2 AP8845	95.00
02/05/2021	479690	Check	Advanced Imaging Solutions	928551-1	2 AP8845	7,397.05
02/05/2021	479691	Check	Aramark	901365	2 AP8845	711.28
02/05/2021	479692	Check	Armstrong Torseth Skold & Rydeen Inc	926500	2 AP8845	1,708.37
02/05/2021	479693	Check	Arrow Lift	926468	2 AP8845	1,916.54
02/05/2021	479694	Check	Association Of Clerical Employees	904895	2 AP8845	408.00
02/05/2021	479695	Check	Audio Logic Systems	926245	2 AP8845	336.86
02/05/2021	479696	Check	Ayaquica, Sheri	922108	2 AP8845	60.00
02/05/2021	479697	Check	Blue Bell Enterprises Inc	926720	2 AP8845	196.10
02/05/2021	479698	Check	Burnsville Association of Educational Assistants	909991	2 AP8845	1,280.00
02/05/2021	479699	Check	Catalyst Learning Curricula LLC	930356	2 AP8845	2,700.00
02/05/2021	479700	Check	CESO Communications LLC	930130	2 AP8845	2,500.00
02/05/2021	479701	Check	Christenson, Savannah	500029	2 AP8845	1,300.00
02/05/2021	479702	Check	City of Savage - Utilities	909588	2 AP8845	3,513.18
02/05/2021	479703	Check	Dakota County Financial Services	907393-3	2 AP8845	350.35
02/05/2021	479704	Check	Dakota Outdoors LLC	922059	2 AP8845	13,998.00
02/05/2021	479705	Check	Dalco	904186-1	2 AP8845	1,258.25
02/05/2021	479706	Check	Education Minnesota	928531	2 AP8845	105.00
02/05/2021	479707	Check	Fasen, Tom	500566	2 AP8845	22.00

AP Check Register

AP Run: 20210205 AP — Post Date: 2021-02-05 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/05/2021	479708	Check	Fecke, Kay L	005682	2 AP8845	4,222.40
02/05/2021	479709	Check	Filter, Kevin J, PHD	928739	2 AP8845	1,000.00
02/05/2021	479710	Check	Finalsite	930297	2 AP8845	4,000.00
02/05/2021	479711	Check	Fors, Abigail	500591	2 AP8845	300.00
02/05/2021	479712	Check	Foundation 191	928202	2 AP8845	44.92
02/05/2021	479713	Check	Garza Ramon, Fatima	500590	2 AP8845	300.00
02/05/2021	479714	Check	Handzija, Hana	019173	2 AP8845	1,000.00
02/05/2021	479715	Check	Headway Emotional Health Services	927811	2 AP8845	25,750.00
02/05/2021	479716	Check	High Point Networks LLC	929536	2 AP8845	3,479.00
02/05/2021	479717	Check	Jama, Safiyo	930351	2 AP8845	480.00
02/05/2021	479718	Check	Kraus-Anderson Ins Agency Inc	902102	2 AP8845	10,649.00
02/05/2021	479719	Check	Lightspeed Technologies Inc	926151	2 AP8845	976.00
02/05/2021	479720	Check	MASA Jobsite	909181-2	2 AP8845	938.40
02/05/2021	479721	Check	McDowall Comfort Management	930006	2 AP8845	8,487.90
02/05/2021	479722	Check	Minnesota Valley Electric Cooperative	907448	2 AP8845	10,315.34
02/05/2021	479723	Check	Mn Dept Of Education	901596-12	2 AP8845	250.00
02/05/2021	479724	Check	MN Dept of Health - Environmental Health Services Section	908543-9	2 AP8845	10,165.00
02/05/2021	479725	Check	MN Dept of Labor and Industry	907914-2	2 AP8845	300.00
02/05/2021	479726	Check	Mokandu, Ryan	500589	2 AP8845	1,000.00

AP Check Register

AP Run: 20210205 AP — Post Date: 2021-02-05 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/05/2021	479727	Check	Multilingual Word Inc	922324	2 AP8845	420.00
02/05/2021	479728	Check	NCPERS Group Life Ins	908769	2 AP8845	32.00
02/05/2021	479729	Check	Nordby, Judy	500588	2 AP8845	32.00
02/05/2021	479730	Check	Occupational Health of MN, PC	929919	2 AP8845	344.00
02/05/2021	479731	Check	Orkin Commercial Services	926086	2 AP8845	1,239.00
02/05/2021	479732	Check	Per Mar Security Services	930354	2 AP8845	187.50
02/05/2021	479733	Check	Perez, Melissa M	924879	2 AP8845	420.00
02/05/2021	479734	Check	Pioneer Power Inc	929549	2 AP8845	9,767.25
02/05/2021	479735	Check	Premiere Speakers Bureau Inc	930294	2 AP8845	5,200.00
02/05/2021	479736	Check	PSAT/NMSQT	903184	2 AP8845	1,853.00
02/05/2021	479737	Check	Reliastar Life Insurance Company	920099-4	2 AP8845	2,421.95
02/05/2021	479738	Check	Reliastar Life Insurance Company	920099-2	2 AP8845	3,053.33
02/05/2021	479739	Check	Reliastar Life Insurance Company	920099-3	2 AP8845	3,919.35
02/05/2021	479740	Check	Rider, Katherine E	019757	2 AP8845	354.78
02/05/2021	479741	Check	School Services Employees Local 284	907382	2 AP8845	6,220.44
02/05/2021	479742	Check	Second Harvest Heartland	928183	2 AP8845	974.99
02/05/2021	479743	Check	Sherwin-Williams	903745-2	2 AP8845	24.82
02/05/2021	479744	Check	St Paul Beverage Solutions, LLC	930156	2 AP8845	4,334.22
02/05/2021	479745	Check	State Supply Co Inc	903689	2 AP8845	506.25

AP Check Register

AP Run: 20210205 AP --- Post Date: 2021-02-05 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/05/2021	479746	Check	Teaching Strategies LLC	927435	2 AP8845	7,665.00
02/05/2021	479747	Check	The Food Group	928651	2 AP8845	702.43
02/05/2021	479748	Check	The Hartford	924486	2 AP8845	37,891.46
02/05/2021	479749	Check	Tri-State Bobcat	924444	2 AP8845	2,891.44
02/05/2021	479750	Check	Upper Lakes Foods Inc	929826	2 AP8845	13,027.93
02/05/2021	479751	Check	Xcel Energy	902776	2 AP8845	13,003.03
Total:						\$240,000.11

20210205 AP Summary		
Type	Count	Amount
Regular	63	240,000.11
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	63	\$240,000.11

AP Check Register

AP Run: 20210212 AP — Post Date: 2021-02-12 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/12/2021	479752	Check	ArtEduTC LLC	930270	2 AP8845	29.00
02/12/2021	479753	Check	Association Of Clerical Employees	904895	2 AP8845	408.00
02/12/2021	479754	Check	Barnes & Noble Inc	900386	2 AP8845	11,331.45
02/12/2021	479755	Check	Beuc, Randon	929992	2 AP8845	321.00
02/12/2021	479756	Check	Bix Produce Company	900477	2 AP8845	3,991.11
02/12/2021	479757	Check	Carlson, Gerri	929243	2 AP8845	351.00
02/12/2021	479758	Check	Centurylink	902781	2 AP8845	266.02
02/12/2021	479759	Check	Churchill, Lee	909840	2 AP8845	98.00
02/12/2021	479760	Check	City of Burnsville	900673	2 AP8845	23,426.10
02/12/2021	479761	Check	City of Burnsville - Utilities	904226	2 AP8845	6,861.38
02/12/2021	479762	Check	Creating Art Inc	930287	2 AP8845	28.00
02/12/2021	479763	Check	Cummins Sales & Service	929228-1	2 AP8845	4,856.62
02/12/2021	479764	Check	Delgado, Micheal	923031	2 AP8845	79.00
02/12/2021	479765	Check	DeMorett, Andrew	928639	2 AP8845	79.00
02/12/2021	479766	Check	Derksen, Carolyn	929689	2 AP8845	79.00
02/12/2021	479767	Check	Dick's/Lakeville Sanitation Inc	900641	2 AP8845	4,556.26
02/12/2021	479768	Check	Dotas, Gene	930086	2 AP8845	61.00
02/12/2021	479769	Check	DramaLab LLC	930014	2 AP8845	189.00
02/12/2021	479770	Check	ECM Publishers Inc	909272	2 AP8845	655.00
02/12/2021	479771	Check	Education Minnesota	928531	2 AP8845	105.00

AP Check Register

AP Run: 20210212 AP — Post Date: 2021-02-12 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/12/2021	479772	Check	Eider, Jake	924084	2 AP8845	93.00
02/12/2021	479773	Check	Esterly, Justin	929039	2 AP8845	169.00
02/12/2021	479774	Check	Foundation 191	928202	2 AP8845	44.92
02/12/2021	479775	Check	Frey, Dave	920644	2 AP8845	169.00
02/12/2021	479776	Check	Friedges Landscaping Inc	901475	2 AP8845	8,675.50
02/12/2021	479777	Check	General Parts LLC	901541-1	2 AP8845	1,315.74
02/12/2021	479778	Check	Hall, Charles	928683	2 AP8845	196.00
02/12/2021	479779	Check	Hastings Bus Company	907139	2 AP8845	449.72
02/12/2021	479780	Check	Innovational Water Solutions, Inc.	930169	2 AP8845	3,230.52
02/12/2021	479781	Check	Intermediate School Dist 917	909327	2 AP8845	421,058.24
02/12/2021	479782	Check	International Gymnastics of MN LLC	926911	2 AP8845	2,981.40
02/12/2021	479783	Check	Jensen, Randy	907850	2 AP8845	79.00
02/12/2021	479784	Check	John Henry Foster Minnesota Inc	902058	2 AP8845	47.49
02/12/2021	479785	Check	Johnson Controls Fire Protection LP	903587	2 AP8845	402.46
02/12/2021	479786	Check	Kee-Bowling, Bonnie	927793	2 AP8845	131.00
02/12/2021	479787	Check	Kelleher Helmrich and Associates	908955	2 AP8845	523.75
02/12/2021	479788	Check	Kiecker, Dana	927044	2 AP8845	196.00
02/12/2021	479789	Check	Larsen, Rick	920596	2 AP8845	93.00
02/12/2021	479790	Check	Marshall, James	908647	2 AP8845	262.00

AP Check Register

AP Run: 20210212 AP — Post Date: 2021-02-12 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/12/2021	479791	Check	McDonald Hopkins LLC	930359	2 AP8845	1,943.50
02/12/2021	479792	Check	Medco Supply Company	904333-1	2 AP8845	43.26
02/12/2021	479793	Check	Mid City Services	930092	2 AP8845	126.00
02/12/2021	479794	Check	Minneapolis Athena Awards	901131	2 AP8845	100.00
02/12/2021	479795	Check	Minnesota Energy Resources	903029	2 AP8845	5,131.23
02/12/2021	479796	Check	MN Highway Safety & Research Center	926466	2 AP8845	483.00
02/12/2021	479797	Check	National Treasure Kung Fu Inc	904476	2 AP8845	1,489.20
02/12/2021	479798	Check	Nehring, Anne	920828	2 AP8845	79.00
02/12/2021	479799	Check	Orkin Commercial Services	926086	2 AP8845	62.00
02/12/2021	479800	Check	Paper 101	925193	2 AP8845	3,312.76
02/12/2021	479801	Check	Parker, Scott	905032	2 AP8845	93.00
02/12/2021	479802	Check	Pfieffer, Ethan	929966	2 AP8845	152.00
02/12/2021	479803	Check	Pioneer Power Inc	929549	2 AP8845	4,578.00
02/12/2021	479804	Check	PowerSecure	928310	2 AP8845	7,438.77
02/12/2021	479805	Check	Roark, Richard Jeffrey	928168	2 AP8845	117.60
02/12/2021	479806	Check	RSM US LLP	930358	2 AP8845	1,440.00
02/12/2021	479807	Check	Ryan Mechanical Inc	923241	2 AP8845	11,787.00
02/12/2021	479808	Check	Safeway Driving School	926796	2 AP8845	8,400.00
02/12/2021	479809	Check	Schmitt Music	903532	2 AP8845	100.00
02/12/2021	479810	Check	Schmitt & Sons - Contract	909331-2	2 AP8845	581,805.15

AP Check Register

AP Run: 20210212 AP — Post Date: 2021-02-12 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/12/2021	479811	Check	Schmitt & Sons Inc	909331	2 AP8845	9,325.27
02/12/2021	479812	Check	Scholastic Inc	903196-6	2 AP8845	1,125.60
02/12/2021	479813	Check	Second Harvest Heartland	928183	2 AP8845	436.50
02/12/2021	479814	Check	Sherwin-Williams	903745-2	2 AP8845	31.11
02/12/2021	479815	Check	Shred-it c/o Stericycle Inc	924465	2 AP8845	487.77
02/12/2021	479816	Check	St Paul Beverage Solutions, LLC	930156	2 AP8845	2,465.08
02/12/2021	479817	Check	Struzyk, Todd	931046	2 AP8845	61.00
02/12/2021	479818	Check	Sullivan, Thomas	929418	2 AP8845	98.00
02/12/2021	479819	Check	The Food Group	928651	2 AP8845	1,290.93
02/12/2021	479820	Check	T-Mobile	929345	2 AP8845	2,173.00
02/12/2021	479821	Check	Tri-State Bobcat	924444	2 AP8845	35.21
02/12/2021	479822	Check	Upper Lakes Foods Inc	929826	2 AP8845	9,797.88
02/12/2021	479823	Check	Welsh, Nickie	930298	2 AP8845	15.00
02/12/2021	479824	Check	Williams, Gregg	930214	2 AP8845	76.00
02/12/2021	479825	Check	Wolden, Derek	921603	2 AP8845	79.00
Total:						\$1,154,067.50

AP Check Register

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AP Run: 20210212 AP --- Post Date: 2021-02-12 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

<u>Check Date</u>	<u>Check Number</u>	<u>Payment Type</u>	<u>Name</u>	<u>Vendor Number</u>	<u>Bank Account Code</u>	<u>Check Amount</u>
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20210212 AP Summary

<u>Type</u>	<u>Count</u>	<u>Amount</u>
Regular	74	1,154,067.50
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	74	\$1,154,067.50

AP Check Register

AP Run: 20210219 AP — Post Date: 2021-02-19 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/19/2021	479826	Check	Acme Tools	927746	2 AP8845	474.93
02/19/2021	479827	Check	Addison, Donald	921601	2 AP8845	98.00
02/19/2021	479828	Check	American Time & Signal Co	903503	2 AP8845	2,403.41
02/19/2021	479829	Check	Apadana LLC	930273	2 AP8845	16,200.00
02/19/2021	479830	Check	Armstrong Torseth Skold & Rydeen Inc	926500	2 AP8845	3,585.95
02/19/2021	479831	Check	Automated Logic Contracting Services	925449	2 AP8845	700.00
02/19/2021	479832	Check	Bauschelt, Pat	930369	2 AP8845	79.00
02/19/2021	479833	Check	Bimbo Bakeries USA	902333-1	2 AP8845	1,360.00
02/19/2021	479834	Check	Bix Produce Company	900477	2 AP8845	584.08
02/19/2021	479835	Check	Boyle, Adam	925957	2 AP8845	152.00
02/19/2021	479836	Check	Brown, Chris	925016	2 AP8845	79.00
02/19/2021	479837	Check	Burnsville Rotary Breakfast	908957-1	2 AP8845	145.00
02/19/2021	479838	Check	Carew, Funmilayo	500592	2 AP8845	100.00
02/19/2021	479839	Check	Centerpoint Energy	902519	2 AP8845	15,101.83
02/19/2021	479840	Check	CESO Communications LLC	930130	2 AP8845	5,636.36
02/19/2021	479841	Check	CESO Transportation LLC	930220	2 AP8845	15,760.42
02/19/2021	479842	Check	Choy, Sergio R	928260	2 AP8845	60.00
02/19/2021	479843	Check	City of Eagan	901049-1	2 AP8845	400.00
02/19/2021	479844	Check	City of Savage	909588-4	2 AP8845	4,429.31
02/19/2021	479845	Check	CliftonLarsonAllen LLP	927322	2 AP8845	1,837.50

AP Check Register

AP Run: 20210219 AP — Post Date: 2021-02-19 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/19/2021	479846	Check	Comcast	926565-1	2 AP8845	5,486.78
02/19/2021	479847	Check	Consolidated Communications	906231	2 AP8845	3,862.91
02/19/2021	479848	Check	CST MN - BIN# 170065	929862	2 AP8845	13,798.18
02/19/2021	479849	Check	Cub Foods	900645	2 AP8845	35.82
02/19/2021	479850	Check	Cummins Sales & Service	929228-1	2 AP8845	3,524.49
02/19/2021	479851	Check	Dakota County Treasurer Auditor	924217-1	2 AP8845	82.42
02/19/2021	479852	Check	Dakota Electric Association	900809	2 AP8845	53,983.32
02/19/2021	479853	Check	Dark Knight Solutions LLC	930357	2 AP8845	350.00
02/19/2021	479854	Check	Devine, Patrick	930367	2 AP8845	79.00
02/19/2021	479855	Check	Dewald, Rina C	920524	2 AP8845	1,020.00
02/19/2021	479856	Check	Dialog One LLC	927732	2 AP8845	989.00
02/19/2021	479857	Check	Dotas, Gene	930086	2 AP8845	98.00
02/19/2021	479858	Check	ECM Publishers Inc	909272	2 AP8845	425.70
02/19/2021	479859	Check	Ecolab	908846-2	2 AP8845	1,971.74
02/19/2021	479860	Check	Ehlers	920802-1	2 AP8845	882.50
02/19/2021	479861	Check	Erickson, Richard J	903439	2 AP8845	79.00
02/19/2021	479862	Check	Field Environmental Consulting Inc	926109	2 AP8845	3,019.23
02/19/2021	479863	Check	Frey, Dave	920644	2 AP8845	169.00
02/19/2021	479864	Check	Gaertner, Frank	923065	2 AP8845	75.00
02/19/2021	479865	Check	Grider, Dan	922869	2 AP8845	79.00

AP Check Register

AP Run: 20210219 AP — Post Date: 2021-02-19 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/19/2021	479866	Check	Hoerter, Kelly	500593	2 AP8845	86.30
02/19/2021	479867	Check	J Grammond Photography	930360	2 AP8845	30.00
02/19/2021	479868	Check	Jackson, Eric	928695	2 AP8845	176.00
02/19/2021	479869	Check	Jensen, Randy	907850	2 AP8845	98.00
02/19/2021	479870	Check	Karnas, Mike	908922	2 AP8845	79.00
02/19/2021	479871	Check	Kennedy and Graven Chartered	908356	2 AP8845	3,847.50
02/19/2021	479872	Check	Kenney, Patrick	923607	2 AP8845	169.00
02/19/2021	479873	Check	Kennon, Allison	930370	2 AP8845	70.00
02/19/2021	479874	Check	Klaers, Mark	924352	2 AP8845	168.00
02/19/2021	479875	Check	Lamprecht, John	928748	2 AP8845	28.71
02/19/2021	479876	Check	Lindmeier, Thomas	930013	2 AP8845	16.20
02/19/2021	479877	Check	Madsen, Macy	930366	2 AP8845	79.00
02/19/2021	479878	Check	Mansfield Oil Company	928793	2 AP8845	6,690.95
02/19/2021	479879	Check	Marshall, James	908647	2 AP8845	131.00
02/19/2021	479880	Check	Master Automotive Tire & Quick Lube	928612	2 AP8845	511.59
02/19/2021	479881	Check	MAWSECO 938	906064	2 AP8845	4,440.00
02/19/2021	479882	Check	McDowall Comfort Management	930006	2 AP8845	2,474.18
02/19/2021	479883	Check	Mid City Services	930092	2 AP8845	172.00
02/19/2021	479884	Check	Misener, Dennis, Jr	929046	2 AP8845	79.00
02/19/2021	479885	Check	MN DECA	927788-1	2 AP8845	805.00

AP Check Register

AP Run: 20210219 AP — Post Date: 2021-02-19 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/19/2021	479886	Check	Moore, Parker	930368	2 AP8845	76.00
02/19/2021	479887	Check	Nuvera	902483	2 AP8845	185.55
02/19/2021	479888	Check	Olson Madaus, Kirsten	930631	2 AP8845	16.00
02/19/2021	479889	Check	Overhead Door Company Of The Northland	903695	2 AP8845	2,872.17
02/19/2021	479890	Check	Parker, Scott	905032	2 AP8845	169.00
02/19/2021	479891	Check	Perez, Melissa M	924879	2 AP8845	420.00
02/19/2021	479892	Check	Pump And Meter Service Inc	903101	2 AP8845	122.00
02/19/2021	479893	Check	Ray, Chelsea	929044	2 AP8845	76.00
02/19/2021	479894	Check	Red Wing Business Advantage Account	921851-1	2 AP8845	242.23
02/19/2021	479895	Check	Richter, Benjamin	925875	2 AP8845	169.00
02/19/2021	479896	Check	Ruler, Taj	930362	2 AP8845	340.00
02/19/2021	479897	Check	Scott County Treasurer	904683	2 AP8845	165.00
02/19/2021	479898	Check	Shibley, Jeremy	928797	2 AP8845	98.00
02/19/2021	479899	Check	Southwest Metro Intermediate 288	928611	2 AP8845	2,376.84
02/19/2021	479900	Check	St Paul Beverage Solutions, LLC	930156	2 AP8845	3,431.66
02/19/2021	479901	Check	State Supply Co Inc	903689	2 AP8845	1,291.83
02/19/2021	479902	Check	Sunbelt Staffing LLC	930344	2 AP8845	5,744.00
02/19/2021	479903	Check	Sundberg, Noah	930365	2 AP8845	76.00
02/19/2021	479904	Check	Tano, Jaclyn	930347	2 AP8845	140.00
02/19/2021	479905	Check	Tano, Tina	930371	2 AP8845	70.00

AP Check Register

AP Run: 20210219 AP --- Post Date: 2021-02-19 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/19/2021	479906	Check	Teachers On Call	929847	2 AP8845	13,602.00
02/19/2021	479907	Check	Teamworks International Inc	924234	2 AP8845	3,102.88
02/19/2021	479908	Check	Upper Lakes Foods Inc	929826	2 AP8845	20,155.68
02/19/2021	479909	Check	Vanderveren, Bradley	926210	2 AP8845	176.00
02/19/2021	479910	Check	Washington, Robert	930364	2 AP8845	79.00
02/19/2021	479911	Check	Welf, Michael	929989	2 AP8845	98.00
02/19/2021	479912	Check	Woodbury High School	903880	2 AP8845	473.00
02/19/2021	479913	Check	Zimmerman, Frank	928304	2 AP8845	93.00
Total:						\$235,210.15

20210219 AP Summary		
Type	Count	Amount
Regular	88	235,210.15
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	88	\$235,210.15

AP Check Register

AP Run: 20210226 AP — Post Date: 2021-02-26 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/26/2021	479914	Check	A.J. Moore Electric Inc	928491	2 AP8845	597.50
02/26/2021	479915	Check	Acer Service Corporation	929434	2 AP8845	4,081.77
02/26/2021	479916	Check	Alpha Video & Audio Inc	900216	2 AP8845	374.52
02/26/2021	479917	Check	Anchor Solar Investments LLC	929704	2 AP8845	2,033.30
02/26/2021	479918	Check	Anderson, Julie	929921	2 AP8845	456.00
02/26/2021	479919	Check	Association Of Clerical Employees	904895	2 AP8845	408.00
02/26/2021	479920	Check	Blaskowski, Peter	922244	2 AP8845	74.00
02/26/2021	479921	Check	Borchardt, Anita	500595	2 AP8845	81.20
02/26/2021	479922	Check	Burgess, Sarah	500594	2 AP8845	33.20
02/26/2021	479923	Check	Burnsville Association of Educational Assistants	909991	2 AP8845	1,250.00
02/26/2021	479924	Check	Caballero, Melissa	930259	2 AP8845	60.00
02/26/2021	479925	Check	Carlson, Gerri	929243	2 AP8845	397.80
02/26/2021	479926	Check	Centerpoint Energy	902519	2 AP8845	35,150.89
02/26/2021	479927	Check	Dalco	904186-1	2 AP8845	542.47
02/26/2021	479928	Check	Dewald, Rina C	920524	2 AP8845	60.00
02/26/2021	479929	Check	DramaLab LLC	930014	2 AP8845	294.00
02/26/2021	479930	Check	Eastview High School Debate	906734-6	2 AP8845	310.00
02/26/2021	479931	Check	Eckerson, Carolyn	500598	2 AP8845	143.25
02/26/2021	479932	Check	Education Minnesota	928531	2 AP8845	105.00
02/26/2021	479933	Check	Electro Watchman Inc	901078	2 AP8845	989.60

AP Check Register

AP Run: 20210226 AP — Post Date: 2021-02-26 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/26/2021	479934	Check	Erickson, Bradley	500596	2 AP8845	18.60
02/26/2021	479935	Check	Ernst, Jennifer	500599	2 AP8845	39.65
02/26/2021	479936	Check	Fedex	901463	2 AP8845	33.57
02/26/2021	479937	Check	Foundation 191	928202	2 AP8845	110.24
02/26/2021	479938	Check	FP Mailing Solutions	929857	2 AP8845	225.00
02/26/2021	479939	Check	Gordon, Jennifer	500600	2 AP8845	20.85
02/26/2021	479940	Check	GreatAmerica Financial Services	929729	2 AP8845	395.00
02/26/2021	479941	Check	H&B Specialized Products Inc	901641	2 AP8845	3,711.00
02/26/2021	479942	Check	Habermann, Henry	930363	2 AP8845	196.00
02/26/2021	479943	Check	Horizon Commercial Pool Supply	904818	2 AP8845	1,247.03
02/26/2021	479944	Check	Hughes, Mike	500046	2 AP8845	8.50
02/26/2021	479945	Check	IKI Inc	900052	2 AP8845	44.00
02/26/2021	479946	Check	Innovational Water Solutions, Inc.	930169	2 AP8845	7,839.00
02/26/2021	479947	Check	Intermediate School Dist 917	909327	2 AP8845	49,542.28
02/26/2021	479948	Check	J Grammond Photography	930360	2 AP8845	105.00
02/26/2021	479949	Check	Johnson Controls Fire Protection LP	903587	2 AP8845	200.00
02/26/2021	479950	Check	Lindmeier, Thomas	930013	2 AP8845	36.00
02/26/2021	479951	Check	McAleer, Stephanie	500601	2 AP8845	42.30
02/26/2021	479952	Check	McMahon, Nicole	500587	2 AP8845	48.60

AP Check Register

AP Run: 20210226 AP — Post Date: 2021-02-26 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/26/2021	479953	Check	Meca Sportswear	924921	2 AP8845	1,785.34
02/26/2021	479954	Check	Merry, Vanessa	929912	2 AP8845	210.00
02/26/2021	479955	Check	Minnesota Energy Resources	903029	2 AP8845	5,819.08
02/26/2021	479956	Check	Minnesota School Boards Association - MSBA	902540	2 AP8845	115.00
02/26/2021	479957	Check	Naughton, Monica	500597	2 AP8845	29.30
02/26/2021	479958	Check	NCPERS Group Life Ins	908769	2 AP8845	32.00
02/26/2021	479959	Check	Occupational Health of MN, PC	929919	2 AP8845	172.00
02/26/2021	479960	Check	Office of MNIT Services	906477	2 AP8845	2,677.14
02/26/2021	479961	Check	Naseema Omer LLC	930381	2 AP8845	55.00
02/26/2021	479962	Check	Pam McDonald Consulting LLC	929717	2 AP8845	300.00
02/26/2021	479963	Check	Per Mar Security Services	930354	2 AP8845	277.50
02/26/2021	479964	Check	Perez, Melissa M	924879	2 AP8845	900.00
02/26/2021	479965	Check	QiVitality LLC	929413	2 AP8845	588.00
02/26/2021	479966	Check	RAK Construction Inc	929749	2 AP8845	40,033.00
02/26/2021	479967	Check	Rapids & Affiliates	929394	2 AP8845	2,587.95
02/26/2021	479968	Check	Rippentrop, Peter J	500339	2 AP8845	60.80
02/26/2021	479969	Check	Roark, Richard Jeffrey	928168	2 AP8845	235.20
02/26/2021	479970	Check	Sachs, Alice	925562	2 AP8845	217.50
02/26/2021	479971	Check	School Services Employees Local 284	907382	2 AP8845	6,046.96
02/26/2021	479972	Check	SFM	923848	2 AP8845	16,514.50

AP Check Register

AP Run: 20210226 AP — Post Date: 2021-02-26 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/26/2021	479973	Check	Skyward Inc	929759	2 AP8845	200.00
02/26/2021	479974	Check	St Paul Beverage Solutions, LLC	930156	2 AP8845	1,381.66
02/26/2021	479975	Check	Stamm, Amanda	930020	2 AP8845	301.00
02/26/2021	479976	Check	Sunbelt Staffing LLC	930344	2 AP8845	2,872.00
02/26/2021	479977	Check	Tano, Jaclyn	930347	2 AP8845	70.00
02/26/2021	479978	Check	Teachers On Call	929847	2 AP8845	14,529.53
02/26/2021	479979	Check	The Retrofit Companies Inc	927677	2 AP8845	860.49
02/26/2021	479980	Check	Trusted Employees	929957	2 AP8845	1,202.85
02/26/2021	479981	Check	Upper Lakes Foods Inc	929826	2 AP8845	18,228.80
02/26/2021	479982	Check	Walberg, Heather	500603	2 AP8845	61.35
02/26/2021	479983	Check	Warsame, Kadra	925560	2 AP8845	120.00
02/26/2021	479984	Check	Xiong, Lina	500602	2 AP8845	24.30
Total:						\$229,813.37

20210226 AP Summary		
Type	Count	Amount
Regular	71	229,813.37
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	71	\$229,813.37

AP Check Register

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Burnsville-Eagan-Savage SD 191, MN

<u>Fund</u>	<u>Total</u>
01 - GENERAL	1,115,709.15
02 - FOOD SERVICE	86,534.76
03 - TRANSPORTATION	612,426.98
04 - COMMUNITY SERVICE	35,861.42
09 - SCHOLARSHIP FUND	497.47
16 - FACILITIES RENTAL	81.64
21 - ISF - POST RETIREMENT BENEFITS	4,222.40
50 - STUDENT ACTIVITY FUND	3,757.31
	\$1,859,091.13

AP Check Register

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AP Run: 20210202 C1 — Post Date: 2021-02-02 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/02/2021	6000000345		Advanced Imaging Solutions	928551	2 Virtua	482.03
02/02/2021	6000000346		Grainger	904387-1	2 Virtua	1,062.75
02/02/2021	6000000347		Trio Supply	903802	2 Virtua	221.20
Total:						\$1,765.98

20210202 C1 Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	3	1,765.98
Total:	3	\$1,765.98

AP Check Register

AP Run: 20210208 C1 — Post Date: 2021-02-08 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/08/2021	6000000348		Advanced Imaging Solutions	928551	2 Virtua	1,921.56
02/08/2021	6000000349		Cole Papers Inc	927279-1	2 Virtua	903.92
02/08/2021	6000000350		Grainger	904387-1	2 Virtua	2,564.47
02/08/2021	6000000351		MEI Total Elevator Solutions	908999-1	2 Virtua	617.95
02/08/2021	6000000352		Tri-Dim Filter Corp	929519	2 Virtua	735.32
02/08/2021	6000000353		Trio Supply	903802	2 Virtua	3,680.37
02/08/2021	6000000354		Universal Athletic LLC	928417	2 Virtua	5,870.53
Total:						\$16,294.12

20210208 C1 Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	7	16,294.12
Total:	7	\$16,294.12

AP Check Register

AP Run: 20210222 C1 — Post Date: 2021-02-22 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/22/2021	6000000355		Cole Papers Inc	927279-1	2 Virtua	509.77
02/22/2021	6000000356		Cornerstone Copy Center	900502	2 Virtua	4,814.23
02/22/2021	6000000357		Grainger	904387-1	2 Virtua	6,903.60
02/22/2021	6000000358		Siemens Industry Inc	902217	2 Virtua	3,438.66
02/22/2021	6000000359		Trane US Inc	904045	2 Virtua	185.00
02/22/2021	6000000360		Tri-Dim Filter Corp	929519	2 Virtua	2,344.96
02/22/2021	6000000361		Trio Supply	903802	2 Virtua	6,036.97
Total:						\$24,233.19

20210222 C1 Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	7	24,233.19
Total:	7	\$24,233.19

AP Check Register

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Burnsville-Eagan-Savage SD 191, MN

<u>Fund</u>	<u>Total</u>
01 - GENERAL	27,059.14
02 - FOOD SERVICE	9,683.89
04 - COMMUNITY SERVICE	5,550.26
	\$42,293.29

AP Check Register

AP Run: 20210203 ACH — Post Date: 2021-02-03 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/03/2021	9000002075	ACH	Black, Kristine C	017563	1 AP5800	49.90
02/03/2021	9000002076	ACH	Griffith, Denise	019777	1 AP5800	23.00
02/03/2021	9000002077	ACH	Jones, Jean	012912	1 AP5800	11.76
02/03/2021	9000002078	ACH	Keirstead, Amy	017654	1 AP5800	23.63
02/03/2021	9000002079	ACH	Lake, David	017436	1 AP5800	78.79
02/03/2021	9000002080	ACH	Lenhardt, Robert S	018114	1 AP5800	1,296.67
02/03/2021	9000002081	ACH	Peterson, Kim L	011892	1 AP5800	31.57
02/03/2021	9000002082	ACH	Simmons, Margaret B	020272	1 AP5800	71.21
02/03/2021	9000002083	ACH	Voris, Quincy B	019897	1 AP5800	70.38
Total:						\$1,656.91

20210203 ACH Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	9	1,656.91
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	9	\$1,656.91

AP Check Register

AP Run: 20210210 ACH — Post Date: 2021-02-10 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/10/2021	9000002084	ACH	Arreola, Bertha A	019983	1 AP5800	71.16
02/10/2021	9000002085	ACH	Bluhm, William Ae	018649	1 AP5800	9.24
02/10/2021	9000002086	ACH	Gilbertson, Sherry A	016244	1 AP5800	68.00
02/10/2021	9000002087	ACH	Lenhardt, Robert S	018114	1 AP5800	1,537.88
02/10/2021	9000002088	ACH	Nelson, Katie L	015010	1 AP5800	13.78
02/10/2021	9000002089	ACH	Thomas, John S	020221	1 AP5800	84.74
Total:						\$1,784.80

20210210 ACH Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	6	1,784.80
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	6	\$1,784.80

AP Check Register

AP Run: 20210224 ACH — Post Date: 2021-02-24 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/24/2021	9000002090	ACH	Battle, Theresa F	019927	1 AP5800	500.00
02/24/2021	9000002091	ACH	Fandrich, Kari M	013256	1 AP5800	14.00
02/24/2021	9000002092	ACH	Gersich, Brian M	019849	1 AP5800	200.00
02/24/2021	9000002093	ACH	Gorton, Rachel	016735	1 AP5800	200.00
02/24/2021	9000002094	ACH	Leon, Steven F	005087	1 AP5800	30.00
02/24/2021	9000002095	ACH	McKinney, Margo	009629	1 AP5800	59.99
02/24/2021	9000002096	ACH	Peka, Emily	018676	1 AP5800	43.80
02/24/2021	9000002097	ACH	Rider, Lisa K	016166	1 AP5800	200.00
02/24/2021	9000002098	ACH	Sands, Anne	013315	1 AP5800	180.99
02/24/2021	9000002099	ACH	Sovine, Stacey	017487	1 AP5800	200.00
02/24/2021	9000002100	ACH	Warmka, Cheri R	007858	1 AP5800	47.88
02/24/2021	9000002101	ACH	Yiu, Carol S	017160	1 AP5800	116.15
Total:						\$1,792.81

20210224 ACH Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	12	1,792.81
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	12	\$1,792.81

AP Check Register

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Burnsville-Eagan-Savage SD 191, MN

<u>Fund</u>	<u>Total</u>
01 - GENERAL	4,866.65
02 - FOOD SERVICE	116.15
04 - COMMUNITY SERVICE	251.72
	\$5,234.52



Agenda IV.A.5
April 22, 2021

To: Dr. Theresa Battle, superintendent and Board of Education

From: Lisa K. Rider, executive director of business services

Date: April 13, 2021

Re: Budget Analysis for the Month Ending February 28, 2021

Recommendation: That the Board accepts the Budget Analysis for the month ending February 28, 2021.

The February Budget Reports are presented for Board information and review. The reports indicate the following:

	<u>Year-to-Date Revenue</u>	<u>% of Revised Budget</u>	<u>Year-to-Date Expenditures</u>	<u>% of Revised Budget</u>
All Funds	\$ 118,425,436	67.64%	\$ 114,160,380	65.05%
General Fund	\$ 85,777,416	67.63%	\$ 70,588,366	55.22%

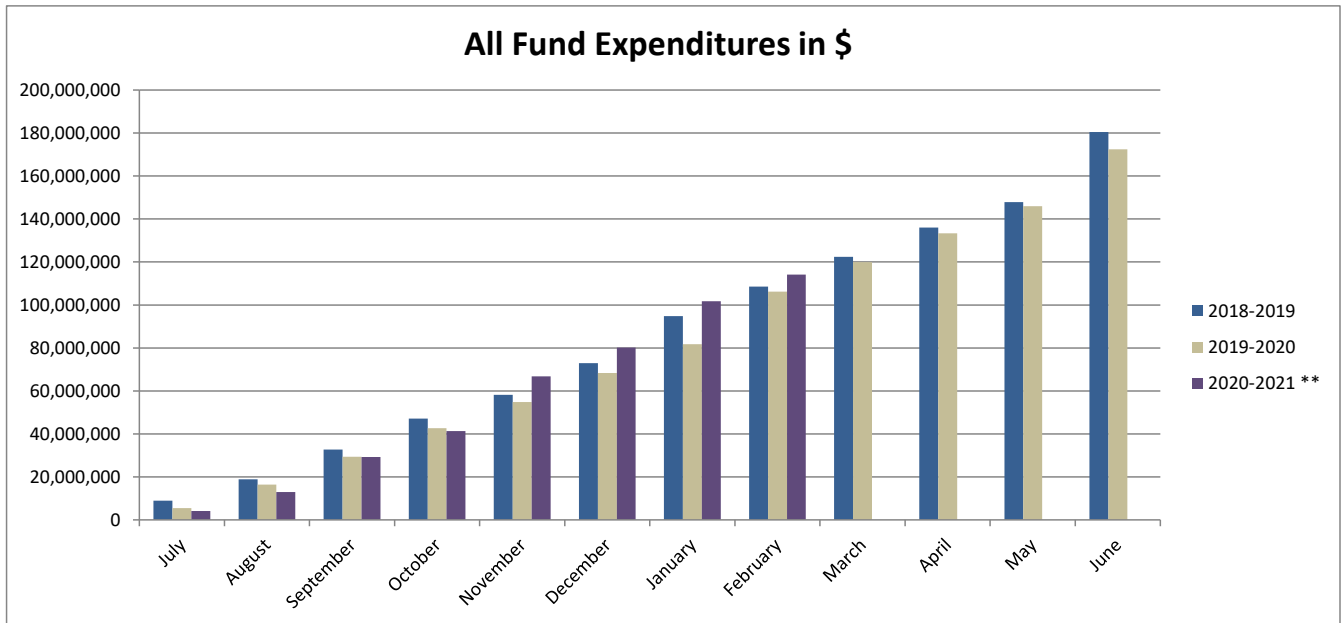
To assist the Board in monitoring monthly financial activity and to help identify budget-to-actual deviations, the following graphs have been developed for all funds and the general fund:

Revenues Year-to-Date for Last two years and Current year
Expenditures Year-to-Date for Last two years and Current year

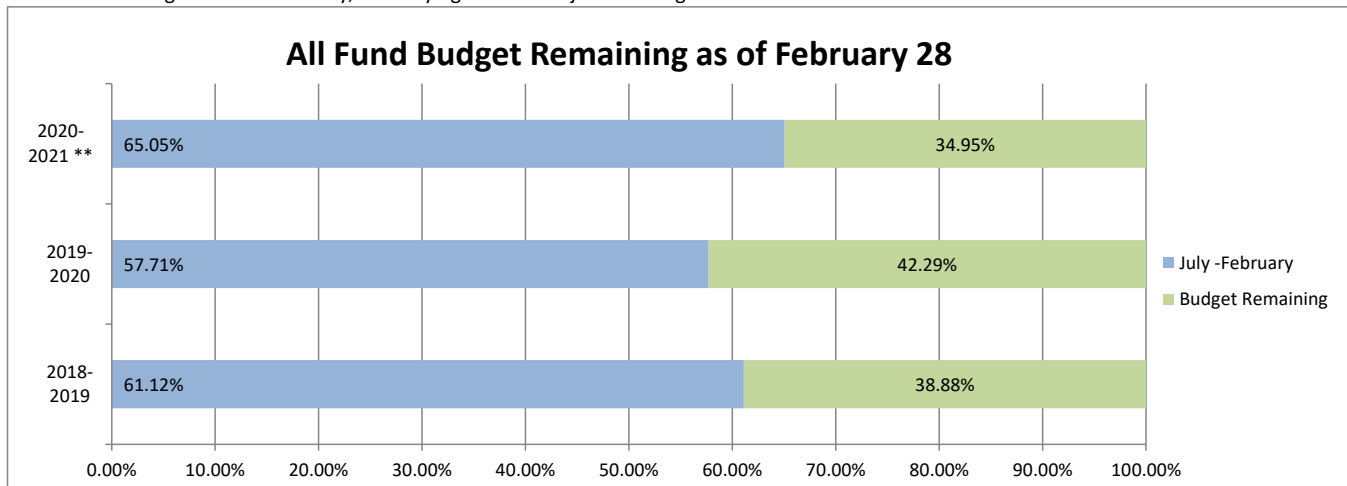
All of the reports and graphs show last year's actual figures, this year's budget and this year's activity to day. Additional detail is available upon request.

**EXPENDITURE COMPARISON
ALL FUNDS**

	2018-2019		2019-2020		2020-2021 **	
	\$	%	\$	%	\$	%
July	8,969,704	5.05%	5,527,131	3.00%	4,161,163	2.37%
August	18,843,572	10.61%	16,468,457	8.95%	12,960,219	7.39%
September	32,740,412	18.44%	29,323,003	15.94%	29,276,386	16.68%
October	47,082,647	26.51%	42,659,629	23.19%	41,334,496	23.55%
November	58,133,122	32.74%	54,807,687	29.79%	66,783,483	38.06%
December	72,901,898	41.05%	68,333,711	37.14%	80,186,731	45.69%
January	94,821,290	53.40%	81,733,856	44.42%	101,774,514	57.99%
February	108,536,123	61.12%	106,174,331	57.71%	114,160,380	65.05%
March	122,350,806	68.90%	119,896,778	65.16%		0.00%
April	136,060,010	76.62%	133,324,048	72.46%		0.00%
May	147,894,022	83.28%	145,975,143	79.34%		0.00%
June	180,511,422	101.65%	172,410,094	93.71%		0.00%
BUDGET	177,577,573	100.00%	183,989,992	100.00%	175,489,038	100.00%

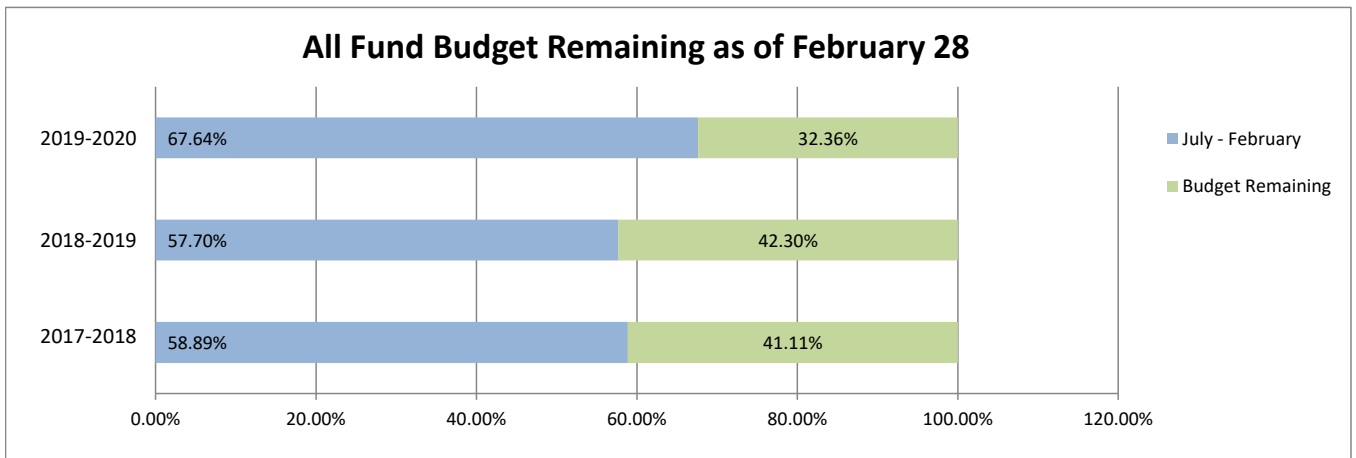
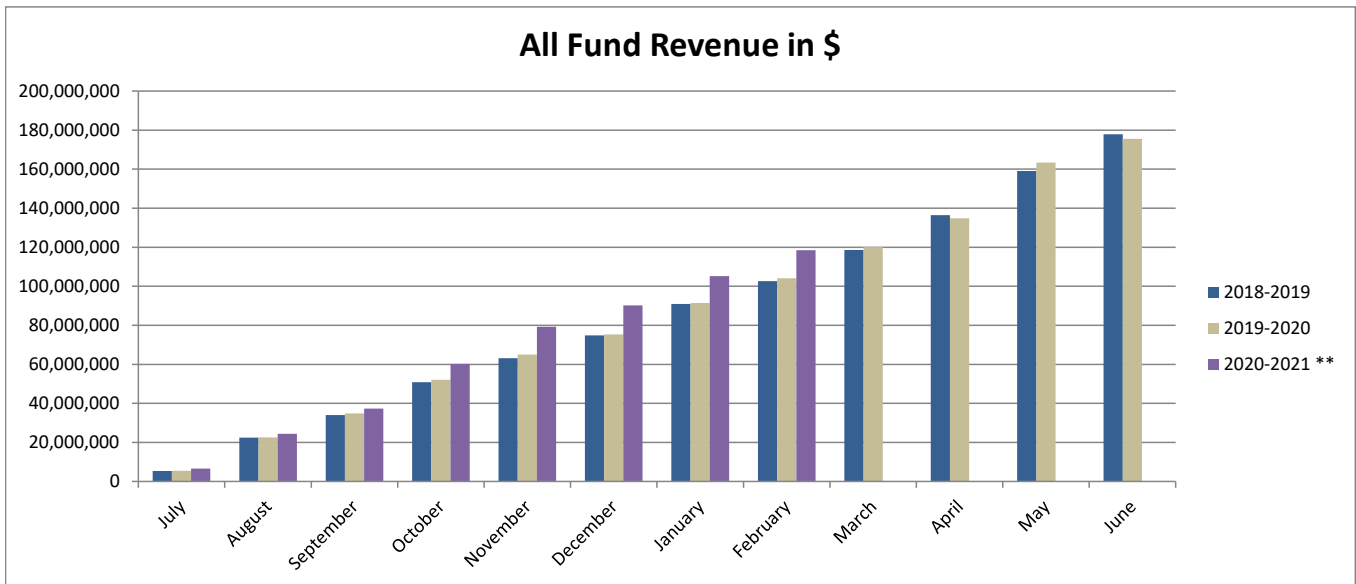


**based on timing of financial activity, monthly figures are subject to change



**REVENUE COMPARISON
ALL FUNDS**

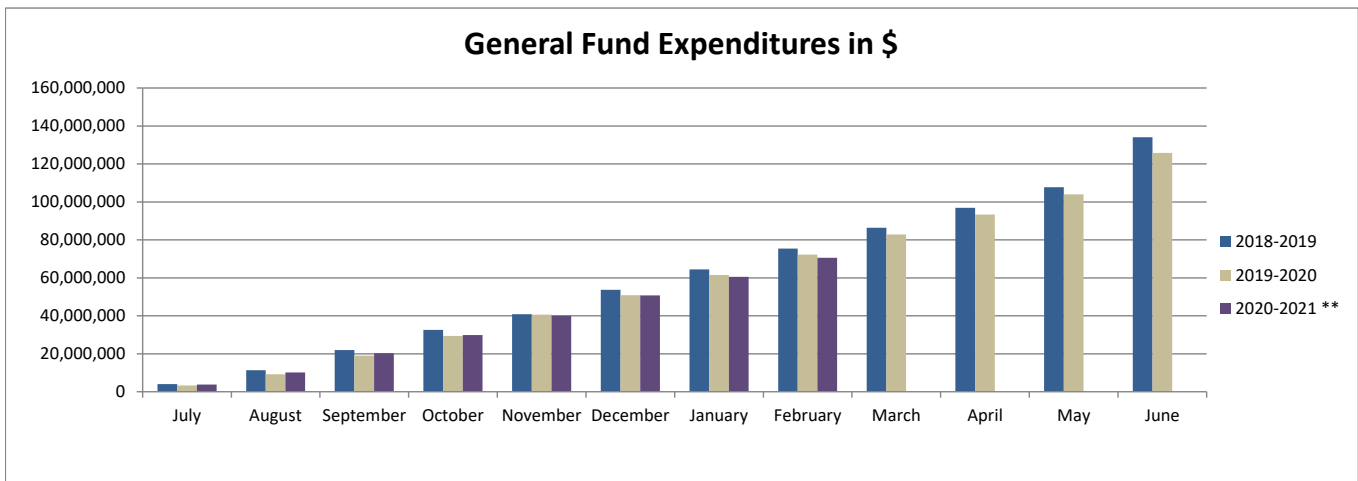
	2018-2019		2019-2020		2020-2021 **	
	\$	%	\$	%	\$	%
July	5,335,129	3.06%	5,485,241	3.04%	6,620,236	3.78%
August	22,416,157	12.86%	22,594,027	12.53%	24,449,121	13.97%
September	34,008,972	19.51%	34,813,133	19.31%	37,281,481	21.30%
October	50,811,471	29.14%	52,091,920	28.89%	60,191,821	34.38%
November	63,156,262	36.22%	64,950,000	36.02%	79,230,645	45.26%
December	74,878,779	42.95%	75,350,271	41.79%	90,216,277	51.53%
January	90,963,532	52.17%	91,452,688	50.72%	105,203,363	60.09%
February	102,665,589	58.89%	104,037,421	57.70%	118,425,436	67.64%
March	118,617,121	68.04%	120,089,341	66.60%		0.00%
April	136,463,266	78.27%	134,860,140	74.79%		0.00%
May	159,031,720	91.22%	163,402,130	90.62%		0.00%
June	177,830,694	102.00%	175,487,024	97.33%		0.00%
BUDGET	174,346,301	100.00%	180,308,051	100.00%	175,070,662	100.00%



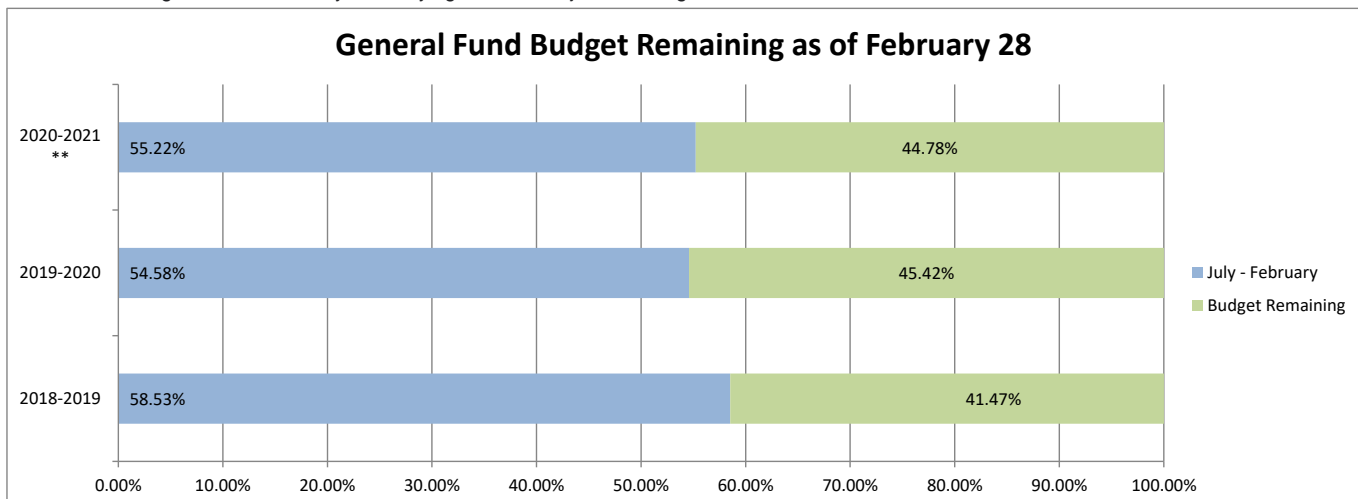
** The year to year comparison will vary due to the timing of the reversal of prior year accruals and based on timing of financial activity, monthly figures are subject to change

**EXPENDITURE COMPARISON
GENERAL FUND**

	2018-2019		2019-2020		2020-2021 **	
	\$	%	\$	%	\$	%
July	4,062,789	3.16%	3,278,040	2.48%	3,830,485	3.00%
August	11,344,843	8.81%	9,235,858	6.99%	10,102,468	7.90%
September	22,000,174	17.09%	19,056,078	14.41%	20,263,366	15.85%
October	32,530,513	25.26%	29,431,382	22.26%	29,885,723	23.38%
November	40,831,427	31.71%	40,610,524	30.72%	39,952,856	31.26%
December	53,644,305	41.66%	50,859,427	38.47%	50,681,143	39.65%
January	64,422,832	50.03%	61,440,209	46.47%	60,589,310	47.40%
February	75,366,706	58.53%	72,157,858	54.58%	70,588,366	55.22%
March	86,317,866	67.04%	82,820,131	62.64%		0.00%
April	96,837,872	75.21%	93,356,204	70.61%		0.00%
May	107,680,428	83.63%	103,944,142	78.62%		0.00%
June	134,041,181	104.10%	125,799,767	95.15%		0.00%
BUDGET	128,759,941	100.00%	132,208,436	100.00%	127,825,136	100.00%

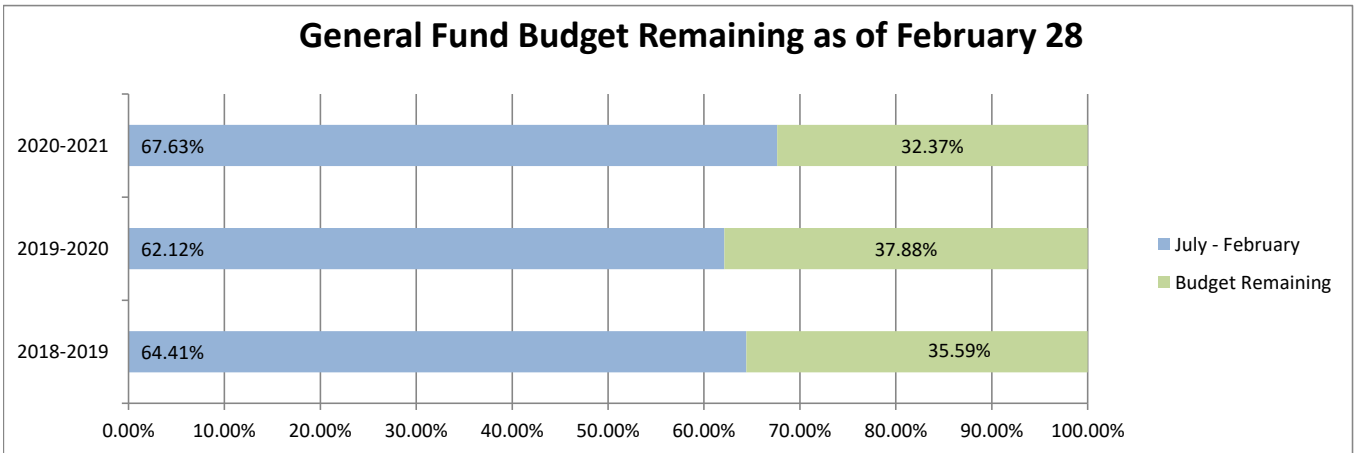
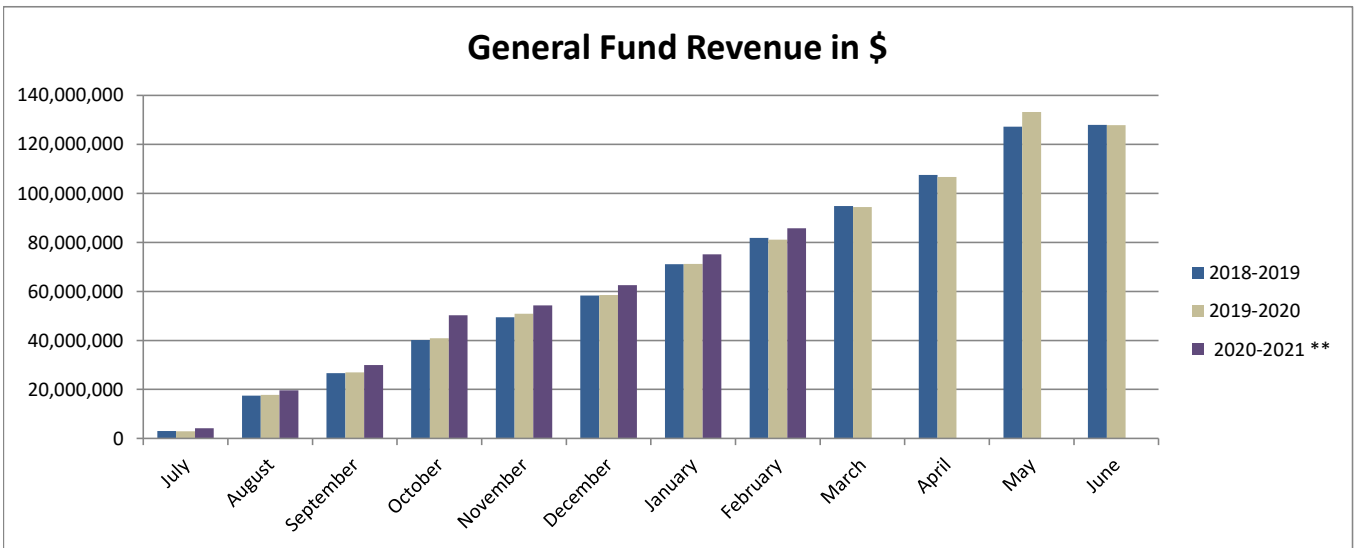


**based on timing of financial activity, monthly figures are subject to change



**REVENUE COMPARISON
GENERAL FUND**

	2018-2019		2019-2020		2020-2021 **	
	\$	%	\$	%	\$	%
July	3,049,011	2.40%	2,952,734	2.26%	4,121,276	3.25%
August	17,467,026	13.74%	17,728,648	13.58%	19,629,925	15.48%
September	26,603,063	20.93%	26,994,038	20.67%	29,931,349	23.60%
October	40,148,304	31.58%	40,875,100	31.30%	50,316,363	39.67%
November	49,468,991	38.91%	50,901,641	38.98%	54,307,833	42.82%
December	58,346,985	45.90%	58,488,110	44.79%	62,526,733	49.30%
January	71,139,741	55.96%	71,248,272	54.57%	75,125,994	59.23%
February	81,874,274	64.41%	81,110,930	62.12%	85,777,416	67.63%
March	94,812,594	74.58%	94,414,841	72.31%		0.00%
April	107,566,443	84.62%	106,747,578	81.75%		0.00%
May	127,198,187	100.06%	133,202,884	102.02%		0.00%
June	127,946,448	100.65%	127,889,261	97.95%		0.00%
BUDGET	127,122,457	100.00%	130,570,739	100.00%	126,834,491	100.00%



** The year to year comparison will vary due to the timing of the reversal of prior year accruals and based on timing of financial activity, monthly figures are subject to change



Future Ready. Community Strong.

**Agenda IV.A.6.
April 22, 2021**

To: Board of Education
Dr. Theresa Battle, superintendent

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

Date: April 15, 2021

Re: Approve No Changes to Policy 546: *Early Admission to Kindergarten*

Recommendation: that the Board of Education approves no changes to Policy 546: *Early Admission to Kindergarten*.

Adopted: 5/11/2017
Reviewed: 4/27/2017
Revised:
Rescinds:

Burnsville-Eagan-Savage School District Policy 546

546 EARLY ADMISSION TO KINDERGARTEN

I. PURPOSE

The purpose of this policy is to provide guidance to professional staff, parents, and students regarding early admission to kindergarten. Minnesota state law provides for children to begin kindergarten if they reach the age of five on or before September 1 of the school year. This policy is in compliance with Minn. Stat. §§ 124D.02 and 120B.15.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that every Minnesota child is entitled to an appropriate and challenging education. Minn. Stat. § 124D.02 subdivision 1 permits early admission to kindergarten if a board-adopted early admissions policy describes the process and procedures for comprehensive evaluation in cognitive, social, and emotional developmental domains to help the child's ability to meet kindergarten grade expectations and progress to first grade the subsequent year. The comprehensive evaluation must be a valid and reliable instrument, be aligned with the state kindergarten expectations, and include a parent report and teacher observations of the child's knowledge, skills, and abilities.

III. DEFINITION

Early Admission to Kindergarten: Early entrance is the practice of admitting a student to kindergarten who has not yet reached 5 years old by September 1. The purpose is to provide access to appropriately challenging learning opportunities.

IV. EARLY ADMISSION PROCESS

- A. Early entrance to kindergarten should be based upon the premise that each student shall be challenged and supported in the most appropriate placement for learning.

To be eligible for kindergarten, a child must be five (5) years old on or before midnight of September 1st of the current school year. There is an exception to this regulation for children born during the month of September and in extremely rare cases, October. The school has a special testing and interview program to determine exceptions to this regulation. Review and/or revision of the testing program will occur at the discretion of district administration. Parents who are interested are advised to contact the principal in their attendance area. Parents requesting special testing will be assessed fees for this service.

- B. Students who enroll for 1st grade in Independent School District 191, after completing kindergarten outside of Independent School District 191, prior to their legal eligibility, may be subject to the Independent School District 191 early entrance procedure and qualifying criteria to determine placement.
- C. The process, timeline and application form is available at www.isd191.org or contact the ISD 191 enrollment office.

V. DECISIONS FINAL

A parent or legal guardian of the referred child may appeal in writing the decision of District team to the Superintendent within fifteen (15) days after being notified of the committee's decision. The Superintendent shall review the appeal and notify the parent or legal guardian who filed the appeal of the final decision within fifteen (15) days of receiving the appeal. The Superintendent's decision shall be final.

Legal References: Minn. Stat. § 124D.02 School Board Powers; Enrollment
Minn. Stat. § 120B.15 Gifted and Talented Students Programs

Cross References: Form 546



**Agenda IV.A.7.
April 22, 2021**

To: Board of Education
Superintendent Dr. Theresa Battle

From: Chair Eric Miller

Date: April 21, 2021

Re: Board Listening Sessions

Recommendation: that the Board of Education approves reinstating in-person listening sessions before regular school board meetings beginning on May 13, 2021.

In-person listening sessions have not been held since March 19, 2020, due to the peacetime state of emergency and pandemic declaration.



To: Members, Board of Education
From: Stacey Sovine, Executive Director of Human Resources
Date: April 22, 2021
Re: Approve Premiums and Rates for Employee Benefits

RECOMMENDATION: That the Board of Education approves the FY22 premiums and rates for employee benefits.

Below are the premiums/rates for the respective employee benefits for our July 1, 2021 through June 30, 2022 plan years.

Health Self Insured Employee Benefit:

Family coverage, Annual premium of \$26,346.96 and a \$2,000 HRA contribution for a monthly combined premium of \$2,362.24

Single coverage, Annual premium of \$10,272.36 and a \$1,000 HRA contribution for a monthly combined premium of \$939.36

Dental Self Insured Employee Benefit with Delta Dental:

Family coverage full monthly premium of \$99.69 and an annual cost of \$1,196.28
Single coverage full monthly premium of \$38.17 and an annual cost of \$458.04

Group Life Insurance:

Rates hold at \$0.066 per \$1,000 effective July 1, 2021

Long Term Disability Insurance:

Rates hold at .00418 per \$1,000 effective July 1, 2021

Employer and Employee portion of above premiums and rates are dependent upon contract language covering employee's employment with the district.



Agenda IV. B.2.
April 22, 2021

TO: Members, Board of Education
Dr. Theresa Battle, Superintendent

FROM: Lisa K. Rider, executive director of business services

DATE: April 15, 2021

RE: Approve Amendment to 2020-21 Revised Budget

RECOMMENDATION: That the Board of Education approves the amendment to the 2020-21 Revised Budget providing revenues and expenditures in all funds as follows:

ISD 191 BURNSVILLE - EAGAN - SAVAGE
2020-2021 AMENDED BUDGET - April 2021
CHANGES IN FUND BALANCE

FUND	REVENUE BUDGET	EXPENDITURE BUDGET	INCR (DECR) TO FUND BALANCE
GENERAL	\$ 133,743,861	\$132,586,567	\$ 1,157,294
FOOD SERVICE	4,288,562	4,126,863	161,699
COMMUNITY SERVICE	5,949,005	5,680,596	268,409
CAPITAL PROJECTS	30,000	350,000	(320,000)
DEBT SERVICE	24,564,645	24,565,816	(1,171)
CUSTODIAL FUNDS	2,000	66,072	(64,072)
INTERNAL SERVICE FUND	23,537,000	22,889,853	647,147
TOTAL ALL FUNDS	\$ 192,115,073	\$190,265,767	\$ 1,849,307

Each fiscal year the budget is revised to reflect the most current information available with respect to revenues and expenditures. However, for the 2020-2021 fiscal year, we are amending the revised budget to reflect the anticipated reduced expenditures due to the shifting of learning models throughout this fiscal year and the use of federal funds as the costs incurred are directly a result of the Covid-19 Pandemic. This recommendation

formally recognizes these amendments to the revisions by incorporating them into the budget document. Revisions have been made in all governmental funds.

Following is a brief explanation of the more substantive amendments to the revisions:

General Fund

- Enrollment assumptions remain at the 7,890 ADMs used in the Revised Budget.
- Expenditure budget reductions for areas anticipated to be underspent due to the shifting of learning models throughout the year.
- Revenue and expenditure budget changes related to final federal funding allocations for fiscal year 2021 remain unchanged and include Coronavirus Relief Funds (CRF), ESSER I, and GEER I funds.
- No adjustments to the overall General Fund FTE's from Revised Budget.

The impact of these revisions results in a projected increase in ending total general fund balance by \$1,157,294. The projected unassigned fund balance as a percent of general fund total expenditures for June 30, 2021 is approximately 9.49%.

Food Service Fund

The food service revenues and expenditures have been revised for more accurate assumptions based on updated personnel costs and the use of the Summer Food Service Program. As a result of additional commodities made available to our district, coupled with the reality of being understaffed during this past year, we are projecting an increase to the fund balance. This amendment to the revision is necessary to reflect the impact of the changing learning models from hybrid to distance learning and then in-person on the food service revenues and expenditures.

Community Service Fund

The community service revenues and expenditures have been reviewed and it is believed the adjustments considered and implemented as part of the revised budget in January still reflect the impact of the changing learning models throughout the year.

Debt Service Fund

The debt service revenues and expenditures have been reviewed and accurately reflect principal and interest payments, including the necessary refunding payments as a result of the 2020A Refunding Bonds which will pay off the 2011A Bonds when callable in February.

I recommend approval of the amendment to the 2020-21 Revised Budget.

2021 Revised Budget by Budget Unit

(General Fund budgeted expenses as of April 15, 2021 with FTE unchanged from January 21, 2021)

		Revised Budget	Amended Budget	+ / -	FTE's
01010	General Elementary Instruction Personnel	16,654,307	16,654,307	-	141.50
	Provides the funding necessary to provide instruction in the core academic subjects of language arts, math, and social studies at the district's eight elementary schools.				
01030	General Elementary Instruction Subs	340,000	210,000	(130,000)	0.00
	Provides the funding necessary for elementary substitutes.				
02010	General Middle School Instruction Personnel	5,300,773	5,300,773	-	48.62
	Provides the funding necessary to offer courses in the core academic subjects of language arts, math, science, social studies, and world language at the district's three middle schools.				
02020	General Middle School Instruction Subs	228,085	168,085	(60,000)	0.00
	Provides the funding necessary for middle school substitutes.				
03010	General High School Instruction Personnel	6,205,138	6,205,138	-	57.28
	Provides the funding necessary to offer courses in the core academic subjects of language arts, math, science, social studies, and world language at the district's high school.				
03020	General High School Instruction Subs	200,000	100,000	(100,000)	0.00
	Provides the funding necessary for high school substitutes.				
04010	PhyEd, Health, Art, Music Personnel	4,742,427	4,742,427	-	45.10
	Provides the funding to provide K-12 physical education, 6-12 health, K-12 visual arts, K-12 general/vocal music, and 6-12 Instructional music instruction.				
05010	Long Term Subs	250,000	90,000	(160,000)	0.00
	Provides the funding necessary for payment of Long Term Subs K-12.				
06000	Health Care Teacher	82,349	82,349	-	1.00
	Provides the funding to operate the instructional program of health care.				
06010	Family and Consumer Science Instruction	661,829	661,829	-	6.64
	Provides the funding to operate the instructional program of family and consumer science.				

2021 Revised Budget by Budget Unit

(General Fund budgeted expenses as of April 15, 2021 with FTE unchanged from January 21, 2021)

		Revised Budget	Amended Budget	+ / -	FTE's
06020	Trade and Industrial Education	579,523	579,523	-	5.00
	Provides the funding to operate the instructional program of trade and industrial education.				
06030	Career and Tech General Education	109,483	109,483	-	0.90
	Provides the funding for general career and tech education in a variety of career objectives.				
06040	Business and Office Education	390,316	390,316	-	2.70
	Provides the funding to operate the instructional program of business and office education.				
06050	Partnerships	194,276	194,276	-	1.00
	Provides the funding for Strategic Partnerships and Pathways and related efforts in connecting our students with community opportunities.				
06060	PostSecondary Tuition	470,000	470,000	-	0.00
	Provides the budget for secondary students to attend Career & Technical classes.				
06070	PostSecondary Career Tech Tuition	724,000	724,000	-	0.00
	Provides the budget for secondary students to attend classes through the District's various University and College programs including college in the schools (CIS) and post-secondary enrollment options (PSEO).				
07010	K12 Media Services	698,169	698,169	-	7.75
	Provides the funding to provide K-12 media services- media specialists and media educational assistants.				
07020	K12 Gifted and Talented	550,000	550,000	-	3.00
	Provides the funding to provide for a half-time gifted and talented instructor at each elementary school.				
07030	612 Guidance Services	1,156,278	1,156,278	-	11.00
	Provides the funding to provide 6-12 guidance services.				
07040	912 Deans	366,854	366,854	-	5.00
	Provides the funding to provide 9-12 Dean support.				
07060	English Second Language Learner	4,262,192	4,262,192	-	41.00
	Provides funding for the district's K-12 English Second Language Learner program and includes salaries, benefits, and other instructional expenses.				

2021 Revised Budget by Budget Unit

(General Fund budgeted expenses as of April 15, 2021 with FTE unchanged from January 21, 2021)

		Revised Budget	Amended Budget	+ / -	FTE's
08010	Site Allocation of Instructional/Operational Resources	455,322	455,322	-	0.00
Provides the per pupil funding allocation for instructional and operational related expenses. This funding is intended to cover the costs of building level equipment repairs, purchase of general supplies, classroom supplies, telephone, etc.					
08020	Building Level Copier Leases	80,650	80,650	-	0.00
Provides the funding for the monthly lease costs of the main multi-functional device within each school.					
09010	Special Ed Salaries/Benefits	24,743,648	24,623,648	(120,000)	302.49
Provides funding for staff costs necessary to operate the Office of Individualized Student Services. Most, but not all of these expenditures, are either reimbursed with state or federal special education funds or are related to general education functions.					
09030	Special Ed Purchased Services	1,689,101	1,589,101	(100,000)	0.00
Provides funding for Individualized Student Services purchased services, supplies and equipment.					
09040	Special Ed Transportation	4,093,000	4,093,000	-	0.00
Required transportation, purchased services, supplies and equipment for students served by Individualized Student Services.					
10010	Alternative Learning Center	4,555,095	4,545,095	(10,000)	28.03
Provides categorical funds to operate the alternative high school, school within a school, extended day and extended year programs for elementary and middle school students.					
10020	Licensed Mental Health Services	200,000	200,000	-	0.00
Provides categorical funding to support a financial partnership with Headway, who are able to respond to pressing mental health needs, proactively support student success, and be readily available in case of a crisis.					
10030	K12 Nursing/Health Services	1,036,701	1,036,701	-	12.06
Provides funding to operate the district health services department including salaries, benefits and other operating expenses for the district school health offices. Certain FTEs may also be included in Special Ed Salaries, 09010.					
11010	CoCurricular Activities (NonAthletic)	339,901	339,901	-	0.00
Provides the funding to support co-curricular activities. These funds are supplemented through ticket sales, fund raising, donations, etc.					
11011	Student Activities	200,000	200,000	-	0.00
Provides funding to provide Student Activities. These funds are supplemented through fundraising and donations.					

2021 Revised Budget by Budget Unit

(General Fund budgeted expenses as of April 15, 2021 with FTE unchanged from January 21, 2021)

		Revised Budget	Amended Budget	+ / -	FTE's
11020	High School Interscholastic Athletics	1,255,685	1,255,685	-	2.00
	Provides the funding to provide high school athletics. These funds are supplemented through ticket sales, fund raising, donations, etc.				
12010	Title I, Part A Regular Improving Basic Programs	1,781,719	1,781,719	-	17.08
	Provides funding to help ensure all children meet challenging state academic standards. Includes staffing, instructional, Supplemental Education Services and staff development expenses.				
12020	Title II, Part A Regular Teacher/Principal Training & Recruiting	542,920	542,920	-	1.54
	Funding pays a portion of teacher and administrative salaries of highly qualified professionals working to improve student achievement.				
12030	Title III Regular Limited English Proficient Students	269,774	269,774	-	1.25
	Funding supports ESL personnel, their professional development, and for interpretation needs of our LEP families.				
12040	Title IV Regular Limited English Proficient Students	112,043	112,043	-	0.40
	Provides funding to provide students with a well rounded education, support safe and healthy students and support effective use of technology for personalized learning opportunities.				
12050	Carl Perkins Grant	49,800	49,800	-	0.00
	Funding pays for professional development and supplies to teachers of Family and Consumer Science, Business, and Technology Education at Burnsville High School.				
13010	QComp/ProPay	2,124,148	2,124,148	-	6.00
	Provides for expenditures associated with the district's Q-Comp / Pro-Pay programs including salaries and benefits, stipends, performance incentives and other operating expenses.				
13020	Integration and Achievement	2,097,720	2,097,720	-	23.81
	Provides for expenditures related to the achievement and integration program including salaries and benefits, professional development and other operating expenses.				
13030	Compensatory Education	2,687,204	2,687,204	-	26.59
	Provides funding for compensatory programs and initiatives to meet the educational needs of students who are under prepared or are not meeting age appropriate performance standards.				

2021 Revised Budget by Budget Unit

(General Fund budgeted expenses as of April 15, 2021 with FTE unchanged from January 21, 2021)

		Revised Budget	Amended Budget	+ / -	FTE's
14010	Technology	2,087,059	2,087,059	-	10.00
Provides funding to manage and support the district's technologies including digital learning specialist, instructional, operational resources, equipment and supplies including the District's intranet and telephone systems.					
14020	Technology: Capital Levy	3,243,555	3,243,555	-	14.00
Provides funding of technical staff, 1:1 initiative, and technical training of instructional staff.					
15010	Instructional Development	251,216	173,116	(78,100)	0.50
Provides the funding for district professional development (PD) to support the acquisition of district learning goals. Includes operational resources, purchased services, equipment, supplies, and building level PD allocations.					
15020	Curriculum Development	738,260	617,260	(121,000)	1.49
Provides the funding for the ongoing development of a comprehensive written curriculum. Also includes operational resources, purchased services, equipment and supplies.					
15030	Curriculum Adoptions	600,000	600,000	-	0.00
Provides the funding for the purchase of curriculum resources to support delivery of the written curriculum including textbooks, manipulatives, software and software subscriptions.					
15040	Assessment Program	282,704	282,704	-	1.00
Provides the funding necessary to implement required accountability assessments to monitor student progress toward achievement of academic standards through software fees, purchased services, equipment and supplies.					
16010	Board of Education	123,778	93,778	(30,000)	7.00
Provides the funding for the School Board. Includes School Board stipends, District elections, legal fees and other expenses related to Board initiatives.					
16020	Superintendent	463,372	407,372	(56,000)	2.00
Provides the funding to operate the office of Superintendent of Schools to support the District's mission, vision, and instructional goals.					
16030	Assistant Superintendent	293,650	278,650	(15,000)	1.50
Provides the funding to operate the office of the Assistant Superintendent of Schools to support the development, operation and evaluation of the district's elementary and secondary instructional programs.					
16040	Human Resources	742,150	722,150	(20,000)	5.00
Provides the funding to support operation of the Human Resources office including advertising, recruiting, hiring, staff development, legal fees, software applications, and compliance requirements.					

2021 Revised Budget by Budget Unit

(General Fund budgeted expenses as of April 15, 2021 with FTE unchanged from January 21, 2021)

		Revised Budget	Amended Budget	+ / -	FTE's
16041	Workers Comp, Unemployment, & Premiums for Property Casualty Liability Insurance	1,113,000	1,083,000	(30,000)	0.00
Provides the funding to support the District's workers comp, unemployment, and property, casualty liability insurance and contingencies for deductibles.					
16042	Flexible Savings Accounts/FSA	846,470	846,470	-	0.00
Provides expenditures associated with the District's Flexible Benefit Program. A Health Care FSA is a pre-tax benefit account that's used to pay for eligible medical, dental, and vision care expenses that are not covered by your health care plan or elsewhere.					
16050	Business	1,260,990	1,210,990	(50,000)	9.50
Provides the funding to operate the school district's business services- including accounting, payroll, and mandatory state and federal reporting.					
16054	Business OPEB Implicit Chargeback	(63,406)	(63,406)	-	0.00
Represents allowable medical, dental, and life insurance costs reimbursable by the district's other postemployment benefits trust.					
16060	Communications and Marketing	521,653	521,653	-	3.00
Provides the funding to the District's communications and marketing initiatives, maintenance of District websites, social networks, publications, etc.					
16070	Student Registration and Census	397,949	397,949	-	4.00
Provides the funding to operate the school district's student registration, enrollment, and reporting services.					
17010	Voluntary PreKindergarten	1,406,405	1,331,405	(75,000)	22.80
Provides the funding to operate the Voluntary Pre-Kindergarten Program.					
17011	Elementary Administrators	1,493,881	1,493,881	-	8.00
Provides the funding to operate the elementary principals' offices at each school.					
17012	Elementary Building Clerical	634,036	634,036	-	9.00
Provides the funding to operate the elementary principals' offices at each school.					
17013	Elementary EAs	316,072	366,072	50,000	10.25
Provides the funding various administrative and educational roles at each school.					

2021 Revised Budget by Budget Unit

(General Fund budgeted expenses as of April 15, 2021 with FTE unchanged from January 21, 2021)

		Revised Budget	Amended Budget	+ / -	FTE's
17021	Secondary Administrators	2,035,710	2,035,710	-	11.00
Provides the funding to operate the secondary principals' offices at each school.					
17022	Secondary Building Clerical	973,209	973,209	-	15.00
Provides the funding to operate the secondary principals' offices at each school.					
17025	Miscellaneous Stipends	53,692	53,692	-	0.00
Provides the funding for miscellaneous stipends and extra hours that are currently not attached to another budget unit.					
17027	DEC CLERICAL	63,688	0	(63,688)	1.00
Provides the funding to operate the Administrative Services at Diamondhead.					
18010	Student Transportation	4,635,603	4,447,725	(187,878)	2.00
Provides the funding to transport eligible students to and from school including during regular and extended year/day terms.					
19010	Custodial	5,038,014	5,175,892	137,878	68.40
Provides the funding to operate the District's custodial services. Includes supplies, equipment and contracted services.					
19020	Building, Grounds and Maintenance	1,716,101	1,716,101	-	4.50
Provides the funding to operate the District's building, grounds and maintenance departments. Includes supplies, equipment and contracted services.					
19030	Environmental Health and Safety/ADA Compliance	2,687,541	2,687,541	-	2.60
Provides the funding to operate the District's environmental health and safety department as well as Long Term Facilities Maintenance Projects. Includes supplies, equipment and contracted services.					
19040	Facility Leases	1,095,101	665,101	(430,000)	0.00
Provides the funding for the District's facility leases for Pates Stadium, Ice Arena and Diamondhead leasehold improvements.					
19041	Facility Rental	120,000	120,000	-	1.00
Provides the funding for the expenditures related to rental of the District's facilities.					
19050	Warehouse and Purchasing	118,354	118,354	-	1.50
Provides the funding to operate the school district's warehouse and purchasing departments.					
19060	Utilities	1,853,819	1,853,819	-	0.00
Provides the funding for the District's utilities.					

2021 Revised Budget by Budget Unit

(General Fund budgeted expenses as of April 15, 2021 with
FTE unchanged from January 21, 2021)

		Revised Budget	Amended Budget	+ / -	FTE's
20010	School Resource Officers	234,966	189,966	(45,000)	0.00
Provides the primary funding for school police resource officers for the district's secondary schools.					
20030	Safe Schools	198,338	198,338	-	0.00
Provides the primary funding for additional Deans at Middle Schools.					
21000	Miscellaneous State and Local Grants	66,820	66,820	-	0.00
Provides the primary funding for various grants received outside of Federal and Special Education funding.					
21100	Emergency Relief Aid	4,156,176	4,156,176	-	0.00
Federal emergency relief funds provided to address the impact that COVID-19 has had, and continues to have, on elementary and secondary schools across the Nation.					
Total General Fund Expenditure Budget		134,280,356	132,586,568	(1,693,788)	
Total General Fund Period FTEs					1,014.78

General Fund Budget Comparative Summary

	January Revised Budget 2020-21	April Revised Budget 2020-21	Projected 2021-22
Total Beginning Fund Balance	\$ 20,326,027	\$ 20,326,027	\$ 21,483,321
Revenues	129,516,287	129,516,287	122,445,071
Federal Cares Revenues	4,227,574	4,227,574	5,400,000
Expenditures	130,052,781	128,358,993	132,006,984
Federal Cares Expenditures	4,227,574	4,227,574	1,500,000
Variance (Revenues - Expenditures)	<u>(536,494)</u>	<u>1,157,294</u>	<u>(5,661,913)</u>
Total Ending Fund Balance	<u>\$ 19,789,533</u>	<u>\$ 21,483,321</u>	<u>\$ 15,821,408</u>
Breakdown of Fund Balance Categories			
Nonspendable	\$ 401,522	\$ 401,522	\$ 401,522
Restricted	7,348,102	7,174,102	6,048,102
Committed	1,818,986	1,818,986	1,018,986
Assigned	-	-	-
Unassigned	10,220,923	12,088,711	8,352,798
Total Ending Fund Balance	<u>\$ 19,789,533</u>	<u>\$ 21,483,321</u>	<u>\$ 15,821,408</u>
Unassigned Fund Balance %	7.61%	9.12%	6.26%



Future Ready. Community Strong.

**Agenda IV.B.3.
April 22, 2021**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Brian Gersich, assistant superintendent

Date: April 15, 2021

Re: Approve School Resource Officer Agreement

Recommendation: that the Board of Education approves the School Resource Officer Agreement.

Board members received a report about the School Resource Officer Agreement at its regular meeting on April 8, 2021. Based on Board feedback, a few minor edits were made to the agreement. Attached are two copies of the agreement: one copy highlighting the changes in yellow and a final version without the changes highlighted.

Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is being executed on July 1, 2021 by the below listed entities:

Burnsville-Eagan-Savage School District
(ISD 191) and
City of Burnsville

This document will serve as the written agreement between ISD 191 and the City of Burnsville. This agreement establishes the needed commitment and support from both institutions. This document also provides a series of guidelines and policies relevant to the performance of the School Resource Officer (SRO), and will be the guiding document officers, school administrations, city administration, and students and their caregivers look to for structure and accountability. This document shall be reviewed, updated, and endorsed on a regular basis. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating entities listed above and all community stakeholders.

I. Purpose

This MOU establishes and delineates the mission of the School Resource Officer Program at Burnsville High School, herein referred to as the SRO Program, as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build positive relationships between police officers, school staff, and the students. The MOU will also promote a safe and positive learning environment and seek to decrease the number of youths formally referred to the juvenile justice system.

II. Mission

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers and staff. SROs will establish a trusting channel of communication with students, parents, teachers, staff and administrators and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. SROs will serve as positive role models to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

III. Goals of the SRO Program

A. SRO program goals include:

1. To ensure a safe learning environment for all children and adults who enter the building.
2. To prevent and reduce potential harm related to incidents of school violence.
3. To foster a positive school climate based on respect for all children and adults in the school.

B. This SRO program is unique to the community, and is designed to fulfill three overall roles:

1. Fostering Positive School Climate /Crime Prevention
2. Education
3. Law Enforcement

C. Fostering Positive School Climate /Crime Prevention

One of the primary roles SROs fulfill is fostering a positive school climate through relationship-building and crime prevention. Officers will engage in various activities, in consultation with school administration, teachers, and students. SROs will strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know the students. SROs will serve as a role model and will work with teachers and administrators to identify students who may be facing challenges that need additional resources or attention to be successful in school. Crime prevention activities include supervising students, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling the parking lots. Officers may also complete security surveys analyzing the physical safety of school property and facilities.

D. Education

SROs will participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, SROs are embedded in the education fabric within the school. SROs are expected to be proactive in creating and taking advantage of educational situations, and school administrators will strive to leverage this resource.

E. Law Enforcement Role

SROs are responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. When circumstances permit, a determination whether an activity rises to the level of a law enforcement matter or activity shall be made in consultation with a school administrator. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to school administration rather than to the SRO.

While law enforcement is the primary role of SROs, the SRO retains the same level of discretion of any police officer in any setting. Alternatives to arrest or referral to the criminal justice system should be used whenever possible.

IV. Organizational Structure

A. Composition

The SRO Program will consist of two full-time Police Department Personnel during the standard school year that are certified Peace Officers for the State of Minnesota and meet all requirements as set forth by ISD 191 and the Burnsville Police Department Policy Manual. The City shall not enter into any subcontract for performance of any services contemplated under this MOU without the approval of ISD 191 and subject to such conditions and provisions as they may deem necessary.

B. Officer Recruitment & Selection

School officials and the police department shall agree on guidelines for the selection of officers to serve as SROs. The selection process and appointment of the SRO is ultimately completed by the law enforcement agency with input from the School District (per police department policy this is currently a three- to five-year assignment).

SROs should meet three general criteria:

1. College or degree coursework - SROs are in an educational atmosphere and may be instructing in middle and high school classes. To increase credibility in this area, additional credits or teaching/training experience would be beneficial.
2. Experience as a police officer and commitment to student well-being - SROs must be full-time, non-probationary officers. Experience working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate are essential.
3. Successful performance - All candidates should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action.

C. Training Requirements

Prior to or upon assignment as an SRO, officers shall complete basic SRO training (such as offered through the Minnesota School Safety Center) that covers responsibilities and/or limitations of SROs, juvenile law and legal issues, effective collaboration with school administrators, threat assessments and response procedures, street to school mindset training, strategies for working with special needs populations, use of force considerations in school environments, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SROs into a positive school environment. In addition, it is recommended that SROs receive additional training each year on topics such as trending school-based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and education law and policy, Positive Behavioral Intervention Strategies (PBIS), Culturally Proficient School Systems (CPSS) and general cultural competence.

V. Chain of Command for SRO's

The SRO will be ultimately accountable to the Burnsville Police Department chain of command. However, while at the school, the SRO will be additionally accountable to the principal or their designee. The SRO is expected to cooperate with the school officials, including administrators and faculty. The SRO will abide by school policy and respond to the requests of school officials. Complaints against the SRO shall follow the normal complaint process of the Burnsville Police Department and include notice to the appropriate school administrators.

The SRO's activity in the school is guided by the following procedures. Supervision and evaluation shall be provided by the Burnsville Police Department with input from representatives of ISD 191 to effectively support SROs efforts and monitor their progress.

A. Duties

The primary functions of the SRO are to help provide a safe and secure learning environment, foster a positive school climate, reduce/prevent crime, serve as an educational resource, and serve as a liaison between the school and the police department. Specific daily assignments to accomplish this function will vary. The SRO and school administration will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. As required by law, SROs should never be assigned to duties within schools in place of or in lieu of a certified teacher.

Basic responsibilities of the SRO will include but will not be limited to:

1. Enforcing criminal law and protect the students, staff, and public at large against criminal activity.

2. Fostering mutually respectful relationships with students and staff to support a positive school climate.
3. Providing information concerning questions about law enforcement topics to students and staff.
4. Providing classroom instruction on a variety of topics including, but not limited to, safety, public relations, occupational training, leadership, and life skills.
5. Coordinating investigative procedures between police and school administrators.
6. Handling initial police reports of crimes committed on campus.
7. Taking enforcement action on criminal matters when appropriate and after consultation with school administrators (unless exigent circumstances exist)
8. Attending school special events as needed.
9. Preparing lesson plans as necessary for the instruction provided.
10. Collecting data on SRO activities (arrests, citations, meetings, etc.)

SROs shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws. SROs shall encourage attendance for school administrators at NASRO Basic SRO Training, and shall provide training to teachers, administrators, and staff about when to directly involve SROs with student misconduct and about available alternatives to arrest.

B. Uniform

Normally, the SRO is in police patrol uniform.

C. Daily Schedule

To be determined by the Burnsville Police Department and the school administrators consistent with the MOU.

D. Absence/Substitution

The SRO should notify school administration if they are unable to report to the school on a given day and the reason for their absence. Whenever possible only one officer will be away from the school when school is in session.

E. Special Events

This MOU defines special events as the following:

- Home football games
- Home hockey games as needed
- Dances or other large school sponsored events
- Other events as determined by school administration, SROs, and BPD

Overtime costs to provide police services at these events will be split evenly between the parties. Coverage for these events will always require a minimum of two officers. Additional officers may be assigned if school administration and BPD believe

additional coverage is needed. Under normal circumstances, one of the officers assigned will be a current SRO. The City will be reimbursed by ISD 191 at the current contracted overtime rate as published in the annual Fees and Charges Schedule. The contracted overtime rate will not exceed \$110/hr during the term of this agreement.

F. Summer Activity

SROs should accomplish as much of the required training as possible during the summer months when school is not in session. SROs may still be involved in some summer projects with the School District, however, they will spend the majority of this time on Burnsville Police Department assignments.

G. Role in Responding to Criminal Activity

One of the roles of SROs, as law enforcement officers, is to engage in traditional criminal investigation and report taking. As a police officer, SROs have the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. SROs, however, perform their duties mindful of the parties' common goal of supporting student success. The following procedures will help SROs be as effective as possible in this role:

1. For any offense on school property, the SRO, working cooperatively with the school administration, will endeavor to avoid arrest and criminal involvement for misdemeanor activity. Certain offenses (gross misdemeanors and felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with school officials, but should be evaluated on a case-by-case basis.
2. The SRO and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, to serve as an alternative to arrest. The SRO will work closely with the Dakota County Attorney's Office in filing criminal charges and will give input and consideration for Diversion practices and other alternatives to charges and/or confinement.

H. Role in School Policy Violations

SROs are not school disciplinarians and violations of the student code of conduct or school rules that are not criminal matters should always be handled by school faculty and staff, not SROs. Generally, SROs should not directly intervene unless the situation directly affects an imminent threat to the health, safety, and security of the student or another person in the school and will employ de-escalation techniques as appropriate. School discipline is the responsibility of the appropriate school administrator and clear guidelines on SRO involvement should be developed and distributed to school staff. The SRO will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

I. Data Collection

SROs should submit a monthly outreach report to school administration and the appropriate Police Division Commander. The report should include descriptions of all outreach/educational activities engaged in by the SRO. *See J. 1. below.*

J. Sharing of Information

Communication and information sharing are essential to the success of the SRO program. The following procedures should be followed to facilitate a free flow of information between school officials and the SRO:

1. Sharing of information will be governed by the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13, as amended), and relevant Burnsville Police Department and ISD 191 policies.
2. The sharing of arrest related information by the SRO with school administration upon request or at the direction of the SRO may involve the dissemination of arrest reports and calls for service filed with the Burnsville Police Department or from other Police agencies coming into contact with students from ISD 191.
3. Juvenile fingerprints and photos as part of the arrest record will not be shared by the SRO.
4. If the SRO is aware of information concerning a student that is officially obtained by the Burnsville Police Department which reflects that the student is in violation of school policies (Student Handbook or Athletic Code), the SRO may forward that information to school administration.
5. If a juvenile is an uncharged suspect in a crime, their information will not be released unless authorized by a Division Commander at the Burnsville Police Department.
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7. Hearsay information or rumors alone will not be the basis for any formal action by the Burnsville Police Department. It can be used in an intelligence capacity or to validate the need for further investigation.
8. Any information that is obtained by the SRO that pertains to criminal activity occurring outside Burnsville City limits shall be relayed to the law enforcement agency having jurisdiction.
9. When any crime occurs that prompts a Public Information Officer response from the

schools or the City, or if a school building is evacuated, the SRO shall contact their police supervisor as soon as possible.

10. The Superintendent or designee may grant the SRO or other law enforcement officials access to private or confidential information in emergency situations, if it is determined that disclosure of the information is necessary to protect the health or safety of students or other individuals.
11. Burnsville High School is equipped with a video security system. The video system is critically important to ensure the safety of the students and all others at the school. The content of school security video may be classified as private data under the Minnesota Government Data Practices and/or Family Educational Rights and Privacy Act. Therefore, except in emergency situations, as described in No. 10 above, the SRO will not have access to pre-recorded security system video. If the SRO or another law enforcement officer notifies the School District that they intend to seek a court order or subpoena for video potentially relevant to a criminal investigation, the District will, to the extent possible, preserve the video. The SRO may have access to live stream video for the safety of students and staff. Personally identifiable information on students obtained from viewing the live cameras are to be used for the purposes of promoting school safety and the physical security of students and other individuals in the school. Nothing in this paragraph shall exempt the SRO from any applicable provisions or prohibitions within FERPA pertaining to the disclosure of educational records or personally identifiable information by an SRO which the SRO may obtain by viewing the live stream video. The SRO may not disclose information regarding what they viewed on live stream video to their department or other law enforcement agencies, unless redisclosure fits into one of the exceptions to the consent requirements under FERPA such as an emergency situation as described in No. 10 above, or a determination is made by mutual agreement with a District administrator to pursue criminal charges.

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1. SROs may be asked to assist in District searches of a student's person, possessions, locker, or vehicle when the District has a reasonable suspicion that the student has violated District policies, rules or regulations, and the search is related to possible student discipline. If the SRO intends to conduct a search as part of a criminal investigation, the officer must seek permission from the Superintendent or designee, unless an actual emergency exists and the search is reasonably necessary to protect students or other individuals in the school from the threat of immediate harm to their health or safety.
2. SROs will not ask a school employee to conduct a search for law enforcement purposes.
3. Strip searches of students by SROs are prohibited.
4. Unless there is a serious and immediate threat to a student, a teacher, or public safety, SROs shall not initiate or participate in other physically invasive searches of a student.

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1. **Interviews** – SROs may participate in the questioning of a student about conduct that could result in criminal charges only after informing the student of his or her Miranda rights in age-appropriate language and informing the student's parent(s) or guardian(s). Parents/guardians should be allowed sufficient time to arrive at school to be present for an interrogation.
2. **Arrests** - Incidents involving public order offenses, including disorderly conduct, profanity, and fighting that do not involve physical injury or a weapon, should be considered school discipline issues to be handled by school officials, rather than criminal law issues warranting formal law enforcement intervention.
 - i. School administration shall be consulted prior to an arrest of a student when practical.
 - ii. The student's parent(s) or guardian(s) shall be notified of his or her arrest immediately or as soon as practical and in a timely manner.
 - iii. Unless reasonably necessary to protect students, District employees, or other individuals from the threat of immediate physical harm, SROs shall not use physical force or restraints on students.

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The SRO will be familiar with the emergency operations manual of ISD 191. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.

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Truancy will be handled by school personnel. The SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and police personnel should police involvement become necessary due to safety concerns.

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ISD 191 shall provide the SRO with the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- A. Access to a properly lighted private office, which shall contain a telephone, a secure computer and printer, which may be used for general business purposes.
- B. A location for files and records which can be properly locked and secured.
- C. A desk with drawers, chair, work table, filing cabinet, and office supplies.
- D. The opportunity for SROs to address teachers, school administrators and student families about the SRO program, goals, and objectives.
- E. The opportunity to provide input regarding criminal justice problems relating to

students.

- F. The opportunity to address teachers, **staff** and school administrators about criminal justice problems relating to students during in-service workdays.
- G. The District Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.
- H. School staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families.

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The Parties acknowledge that resources and needs may change during the term of this MOU. Either party may propose amendments at any time by submitting a written request for modification to the other party. Any request shall be promptly reviewed and responded to in writing by the receiving party.

In addition, the assigned parties shall review the MOU/SRO Program on a regular basis and make adjustments as needed. Any revisions or amendments shall be reduced to writing and signed by all parties and will be reflected in an updated MOU.

Any material alterations, variations, modifications, or waivers of provisions of this MOU shall be valid only if and when they have been reduced to writing as an amendment, or upon the execution of a new MOU intended to replace this MOU.

IX. Notices

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to City: City of Burnsville
Chief Tanya Schwartz
100 Civic Center Parkway
Burnsville, MN 55337

With copy to:
Campbell Knutson, P.A.
860 Corporate Center Curve, Suite 290
Eagan, Minnesota 55121

If to ISD 191: Independent School District 191

200 West Burnsville Parkway
Burnsville, Minnesota 55337

X. Term

The term of this agreement shall be for four years commencing on July 1, 2021 and terminating on June 30, 2025. Either party may terminate this agreement with written notice provided by April 1 of the prior year for which termination is intended. Either party may terminate the agreement for cause and must provide at least 30 days written notice including reasons for termination of agreement.

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During the first year of this agreement (2021-22 school year) ISD 191 agrees to pay the City of Burnsville \$95,430 towards the 2 SRO positions. The District agrees to pay a cost of living adjustment of 3% each year for the next three school years as indicated below:

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- D. Workers' Compensation Insurance as required by Minnesota Statute.

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The Parties will endeavor to resolve any unforeseen difficulties or questions by negotiation between the Superintendent of ISD 191 and the City Administrator of the City of Burnsville or their designees. However, this provision does not limit the Parties' right to terminate this Agreement pursuant to Article X.

SIGNATURE OF PARTIES & SIGNATURE DATE

Dated: _____

CITY OF BURNSVILLE

By: _____

Mayor

By: _____

City Manager

Dated: _____

INDEPENDENT SCHOOL DISTRICT 191

By: _____

School Board Clerk

By: _____

Superintendent

Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is being executed on July 1, 2021 by the below listed entities:

Burnsville-Eagan-Savage School District
(ISD 191) and
City of Burnsville

This document will serve as the written agreement between ISD 191 and the City of Burnsville. This agreement establishes the needed commitment and support from both institutions. This document also provides a series of guidelines and policies relevant to the performance of the School Resource Officer (SRO), and will be the guiding document officers, school administrations, city administration, and students and their caregivers look to for structure and accountability. This document shall be reviewed, updated, and endorsed on a regular basis. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating entities listed above and all community stakeholders.

I. Purpose

This MOU establishes and delineates the mission of the School Resource Officer Program at Burnsville High School, herein referred to as the SRO Program, as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build positive relationships between police officers, school staff, and the students. The MOU will also promote a safe and positive learning environment and seek to decrease the number of youths formally referred to the juvenile justice system.

II. Mission

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers and staff. SROs will establish a trusting channel of communication with students, parents, teachers, staff and administrators and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. SROs will serve as positive role models to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

III. Goals of the SRO Program

A. SRO program goals include:

1. To ensure a safe learning environment for all children and adults who enter the building.
2. To prevent and reduce potential harm related to incidents of school violence.
3. To foster a positive school climate based on respect for all children and adults in the school.

B. This SRO program is unique to the community, and is designed to fulfill three overall roles:

1. Fostering Positive School Climate /Crime Prevention
2. Education
3. Law Enforcement

C. Fostering Positive School Climate /Crime Prevention

One of the primary roles SROs fulfill is fostering a positive school climate through relationship-building and crime prevention. Officers will engage in various activities, in consultation with school administration, teachers, and students. SROs will strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know the students. SROs will serve as a role model and will work with teachers and administrators to identify students who may be facing challenges that need additional resources or attention to be successful in school. Crime prevention activities include supervising students, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling the parking lots. Officers may also complete security surveys analyzing the physical safety of school property and facilities.

D. Education

SROs will participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, SROs are embedded in the education fabric within the school. SROs are expected to be proactive in creating and taking advantage of educational situations, and school administrators will strive to leverage this resource.

E. Law Enforcement Role

SROs are responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. When circumstances permit, a determination whether an activity rises to the level of a law enforcement matter or activity shall be made in consultation with a school administrator. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to school administration rather than to the SRO.

While law enforcement is the primary role of SROs, the SRO retains the same level of discretion of any police officer in any setting. Alternatives to arrest or referral to the criminal justice system should be used whenever possible.

IV. Organizational Structure

A. Composition

The SRO Program will consist of two full-time Police Department Personnel during the standard school year that are certified Peace Officers for the State of Minnesota and meet all requirements as set forth by ISD 191 and the Burnsville Police Department Policy Manual. The City shall not enter into any subcontract for performance of any services contemplated under this MOU without the approval of ISD 191 and subject to such conditions and provisions as they may deem necessary.

B. Officer Recruitment & Selection

School officials and the police department shall agree on guidelines for the selection of officers to serve as SROs. The selection process and appointment of the SRO is ultimately completed by the law enforcement agency with input from the School District (per police department policy this is currently a three- to five-year assignment).

SROs should meet three general criteria:

1. College or degree coursework - SROs are in an educational atmosphere and may be instructing in middle and high school classes. To increase credibility in this area, additional credits or teaching/training experience would be beneficial.
2. Experience as a police officer and commitment to student well-being - SROs must be full-time, non-probationary officers. Experience working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate are essential.
3. Successful performance - All candidates should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action.

C. Training Requirements

Prior to or upon assignment as an SRO, officers shall complete basic SRO training (such as offered through the Minnesota School Safety Center) that covers responsibilities and/or limitations of SROs, juvenile law and legal issues, effective collaboration with school administrators, threat assessments and response procedures, street to school mindset training, strategies for working with special needs populations, use of force considerations in school environments, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SROs into a positive school environment. In addition, it is recommended that SROs receive additional training each year on topics such as trending school-based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and education law and policy, Positive Behavioral Intervention Strategies (PBIS), Culturally Proficient School Systems (CPSS) and general cultural competence.

V. Chain of Command for SRO's

The SRO will be ultimately accountable to the Burnsville Police Department chain of command. However, while at the school, the SRO will be additionally accountable to the principal or their designee. The SRO is expected to cooperate with the school officials, including administrators and faculty. The SRO will abide by school policy and respond to the requests of school officials. Complaints against the SRO shall follow the normal complaint process of the Burnsville Police Department and include notice to the appropriate school administrators.

The SRO's activity in the school is guided by the following procedures. Supervision and evaluation shall be provided by the Burnsville Police Department with input from representatives of ISD 191 to effectively support SROs efforts and monitor their progress.

A. Duties

The primary functions of the SRO are to help provide a safe and secure learning environment, foster a positive school climate, reduce/prevent crime, serve as an educational resource, and serve as a liaison between the school and the police department. Specific daily assignments to accomplish this function will vary. The SRO and school administration will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. As required by law, SROs should never be assigned to duties within schools in place of or in lieu of a certified teacher.

Basic responsibilities of the SRO will include but will not be limited to:

1. Enforcing criminal law and protect the students, staff, and public at large against criminal activity.

2. Fostering mutually respectful relationships with students and staff to support a positive school climate.
3. Providing information concerning questions about law enforcement topics to students and staff.
4. Providing classroom instruction on a variety of topics including, but not limited to, safety, public relations, occupational training, leadership, and life skills.
5. Coordinating investigative procedures between police and school administrators.
6. Handling initial police reports of crimes committed on campus.
7. Taking enforcement action on criminal matters when appropriate and after consultation with school administrators (unless exigent circumstances exist)
8. Attending school special events as needed.
9. Preparing lesson plans as necessary for the instruction provided.
10. Collecting data on SRO activities (arrests, citations, meetings, etc.)

SROs shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws. SROs shall encourage attendance for school administrators at NASRO Basic SRO Training, and shall provide training to teachers, administrators, and staff about when to directly involve SROs with student misconduct and about available alternatives to arrest.

B. Uniform

Normally, the SRO is in police patrol uniform.

C. Daily Schedule

To be determined by the Burnsville Police Department and the school administrators consistent with the MOU.

D. Absence/Substitution

The SRO should notify school administration if they are unable to report to the school on a given day and the reason for their absence. Whenever possible only one officer will be away from the school when school is in session.

E. Special Events

This MOU defines special events as the following:

- Home football games
- Home hockey games as needed
- Dances or other large school sponsored events
- Other events as determined by school administration, SROs, and BPD

Overtime costs to provide police services at these events will be split evenly between the parties. Coverage for these events will always require a minimum of two officers. Additional officers may be assigned if school administration and BPD believe

additional coverage is needed. Under normal circumstances, one of the officers assigned will be a current SRO. The City will be reimbursed by ISD 191 at the current contracted overtime rate as published in the annual Fees and Charges Schedule. The contracted overtime rate will not exceed \$110/hr during the term of this agreement.

F. Summer Activity

SROs should accomplish as much of the required training as possible during the summer months when school is not in session. SROs may still be involved in some summer projects with the School District, however, they will spend the majority of this time on Burnsville Police Department assignments.

G. Role in Responding to Criminal Activity

One of the roles of SROs, as law enforcement officers, is to engage in traditional criminal investigation and report taking. As a police officer, SROs have the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. SROs, however, perform their duties mindful of the parties' common goal of supporting student success. The following procedures will help SROs be as effective as possible in this role:

1. For any offense on school property, the SRO, working cooperatively with the school administration, will endeavor to avoid arrest and criminal involvement for misdemeanor activity. Certain offenses (gross misdemeanors and felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with school officials, but should be evaluated on a case-by-case basis.
2. The SRO and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, to serve as an alternative to arrest. The SRO will work closely with the Dakota County Attorney's Office in filing criminal charges and will give input and consideration for Diversion practices and other alternatives to charges and/or confinement.

H. Role in School Policy Violations

SROs are not school disciplinarians and violations of the student code of conduct or school rules that are not criminal matters should always be handled by school faculty and staff, not SROs. Generally, SROs should not directly intervene unless the situation directly affects an imminent threat to the health, safety, and security of the student or another person in the school and will employ de-escalation techniques as appropriate. School discipline is the responsibility of the appropriate school administrator and clear guidelines on SRO involvement should be developed and distributed to school staff. The SRO will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

I. Data Collection

SROs should submit a monthly outreach report to school administration and the appropriate Police Division Commander. The report should include descriptions of all outreach/educational activities engaged in by the SRO. *See J. 1. below.*

J. Sharing of Information

Communication and information sharing are essential to the success of the SRO program. The following procedures should be followed to facilitate a free flow of information between school officials and the SRO:

1. Sharing of information will be governed by the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13, as amended), and relevant Burnsville Police Department and ISD 191 policies.
2. The sharing of arrest related information by the SRO with school administration upon request or at the direction of the SRO may involve the dissemination of arrest reports and calls for service filed with the Burnsville Police Department or from other Police agencies coming into contact with students from ISD 191.
3. Juvenile fingerprints and photos as part of the arrest record will not be shared by the SRO.
4. If the SRO is aware of information concerning a student that is officially obtained by the Burnsville Police Department which reflects that the student is in violation of school policies (Student Handbook or Athletic Code), the SRO may forward that information to school administration.
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Burnsville, MN 55337

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Campbell Knutson, P.A.
860 Corporate Center Curve, Suite 290
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200 West Burnsville Parkway
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SIGNATURE OF PARTIES & SIGNATURE DATE

Dated: _____

CITY OF BURNSVILLE

By: _____

Mayor

By: _____

City Manager

Dated: _____

INDEPENDENT SCHOOL DISTRICT 191

By: _____

School Board Clerk

By: _____

Superintendent



**Agenda IV.B.4.
April 22, 2021**

To: Board of Education
From: Dr. Theresa Battle, superintendent
Date: April 15, 2021
Re: Approve the Birth to 8 Joint Powers Agreement Amendments

Recommendation: that the Board of Education approves the Birth to 8 Joint Powers Agreement Amendments.

The Board received a report about the Birth to 8 Joint Powers Agreement (JPA) at its regular meeting on August 27, 2020, and approved the JPA at its regular meeting on September 10, 2020. Minor updates have been made to the agreement including the end date which referred to the pilot program and other changes that were based on the pilot plan. The amendment has been reviewed by our district attorney and is attached for your review. The original JPA can be found in BoardBook under the September 10, 2020 Board meeting.

The Birth to Age Eight Initiative (B28) brings together key stakeholders from public health, human services, community non-profits, and education in Dakota County.

B28 aims to assure children reach key developmental milestones from birth through age eight and to identify at-risk children and families early, with the vision that 100 percent of children identified to meet the state proficiency reading target by the spring of third grade.

Key developmental milestones have been identified which will be identified by “stoplights” (red, yellow, or green) indicating the current level of need.

The process is entirely voluntary – parents/guardians must sign consent before enrolling.

- Dakota County will provide health and development benchmarks.
- Both parties will be able to monitor the development of students over time, by inputting information into the portal.

This agreement allows for our information to go into the portal, allows districts and Dakota county to access the portal for use in the services provided to families.

FIRST AMENDMENT TO THE JOINT POWERS AGREEMENT
BETWEEN THE COUNTY OF DAKOTA AND
INDEPENDENT SCHOOL DISTRICT 191
FOR BIRTH TO AGE 8 PROGRAM SERVICES

This is the First Amendment to the Joint Powers Agreement dated October 22, 2020, between the County of Dakota, by and through its Department of Public Health (“County”) and Independent School District 191, Burnsville, Minnesota (“School District”).

The parties hereby agree to amend the Joint Powers Agreement as follows:

1. The first paragraph of Article 1.1 is revised to state as follows:

Purpose. The purpose of this Agreement is to define the rights and obligations of the County and the School District. The County has created an online data sharing portal (“the Portal”) to which the Parties, pursuant to valid authorizations for release of information, will enter data on children related to the five key developmental milestone markers (“milestones”) from birth to age eight: (1) birth benchmark; (2) 0-36 months developmental screening(s); (3) early childhood screening; (4) kindergarten assessment; and (5) first, second, and third grade reading levels, and as described below. Such data shall be entered into the Portal by a color-coded indicator only (green, yellow, red “stoplight”) as described in Articles 2 and 3.

2. Article 1.3 is amended to state as follows: “Term. This Agreement is effective and enforceable on the date the last Party signs this Agreement (“Effective Date”) and expires on June 30, 2026.”
3. The first sentence of Article 2.A is amended to state as follows: “Offer enrollment in the Program to children living in the School District (“enrolled child(ren)”), with attention to those who are at the highest risk, based on the indicators described in the chart under Article 1.1.”
4. Article 14.2 is amended to delete reference to Exhibit 1 – Legislation. Exhibit 1 is deleted in its entirety, as the pilot program described in the legislation ends on June 30, 2021.
5. Exhibit 2: The first paragraph is revised to state as follows: “As part of the Birth to Age 8 Program, the County will create and then add a birth benchmark to each enrolled child’s Portal profile, when data is available.” The fifth bullet point is revised to state as follows: “Whether the birth mother or child was enrolled in Medical Assistance (MA) or Women, Infants and Children (WIC) at the time of delivery.”

Other than the provisions modified above, the remaining terms and conditions of the Joint Powers Agreement shall remain in effect and may only be changed if agreed to in writing by both parties.

ELECTRONIC SIGNATURES

EACH PARTY AGREES THE ELECTRONIC SIGNATURES OF THE PARTIES INCLUDED IN THIS CONTRACT ARE INTENDED TO AUTHENTICATE THIS WRITING AND TO HAVE THE SAME FORCE AND EFFECT AS WET INK SIGNATURES.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Contract on the dates indicated below.

Approved by Dakota County Board
Resolution No. 20-513

Approved as to form:

/s/ Suzanne W. Schrader March 22, 2021
Assistant County Attorney/Date
County Attorney File No. KS-20-347-1

Approved by School Board
Resolution No. _____

COUNTY OF DAKOTA

By _____

Marti Fischbach

Title Community Services Director

Date of Signature _____

SCHOOL DISTRICT

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the School District).

By _____

(Please print name.)

Title _____

Date of Signature _____



**Agenda IV.B.5.
April 22, 2021**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Lisa K. Rider

Date: April 20, 2021

Re: Adopt a Resolution Approving Purchase Agreement Between ISD 191 and Abdullahi Jama

Recommendation: that the Board of Education adopts Adopt a Resolution Approving Purchase Agreement Between ISD 191 and Abdullahi Jama.

1. Resolution Approving Purchase Agreement Between ISD 191 and Abdullahi Jama;
2. Commercial Purchase Agreement (with revisions);
3. Addendum to Purchase Agreement (general – Word document);
4. Addendum to Purchase Agreement (due diligence); and
5. Addendum to Purchase Agreement (financing)
6. Memorandum from Ehlers

**INDEPENDENT SCHOOL DISTRICT NO. 191
(BURNSVILLE – EAGAN – SAVAGE)
DAKOTA AND SCOTT COUNTIES, MINNESOTA**

**RESOLUTION APPROVING PURCHASE AGREEMENT BETWEEN
INDEPENDENT SCHOOL DISTRICT NO. 191 AND ABDULLAHI JAMA**

BE IT RESOLVED BY the School Board ("Board") of Independent School District No. 191 (Burnsville – Eagan – Savage), Dakota and Scott Counties, Minnesota (the "School District") as follows:

Section 1. Recitals.

1.01. The School District and Abdullahi Jama (the “Buyer”) desire to enter into a purchase agreement, including without limitation certain addenda thereto (together, the “Purchase Agreement”) pursuant to which the School District will convey certain property owned by the School District and located at 100 River Ridge Court, Burnsville, Minnesota (the “Property”) to the Buyer. The Property is described as Lot 1, Block 2, River Ridge Third Addition, according to the recorded plat thereof, County of Dakota, State of Minnesota.

1.02. Pursuant to the Purchase Agreement, the School District will convey the Property to the Buyer for a purchase price of \$1,250,000.

1.03. The School District finds that conveyance of the Property is desirable and in the best interest of the School District.

Section 2. Purchase Agreement Approved.

2.01. The School District hereby approves the Purchase Agreement in substantially the form presented to the School District, subject to modifications that do not alter the substance of the transaction and that are approved by the Board Chair and Board Clerk of the School District, provided that execution of the Purchase Agreement by those officials shall be conclusive evidence of their approval.

2.02. School District staff and officials are authorized to take all actions necessary to perform the School District’s obligations under the Purchase Agreement as a whole, including without limitation execution of any documents to which the School District is a party referenced in or attached to the Purchase Agreement, and of any deed or other documents necessary to convey the Property to the Buyer, all as described in the Purchase Agreement.

Approved this 22nd day of April, 2021, by the School Board of Independent School District No. 191 (Burnsville – Eagan – Savage), Dakota and Scott Counties, Minnesota.

Board Chair

ATTEST:

Board Clerk

Property located at: 100 River Ridge Court, Burnsville, MN 55337

ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT

The Addendum to Commercial Purchase Agreement dated April 22, 2021, pertaining to the purchase and sale of property at:

100 River Ridge Court, Burnsville, MN, legally described as follows:

Lot 1, Block 2, River Ridge 3rd Addition, according to the recorded plat thereof, County of Dakota, State of Minnesota.

1. Personal Property. Lines 21-22 of the Commercial Purchase Agreement is hereby amended to read as follows:

Together with the following personal property:

All office furniture that is attached to the walls of the building (the "Personal Property").

The following personal property will be removed by Seller prior to the sale and is not included in the sale:

Industrial refrigerator in Room 207 of the building
Washer and dryer in Room 207 of the building
All wall-mounted monitors in the building
Refrigerator in Room 100

The Personal Property as defined herein is included in the sale of the Property to Buyer for the sum of:

2. Deed/Marketable Title. Line 39 of the Commercial Purchase Agreement is hereby amended to include the following additional language:

Buyer understands and agrees that the limited warranty deed for the Property will contain a deed restriction that prohibits Buyer and any successors in interest from using the Property as a public, private, or charter school providing general education instruction for any students that are in kindergarten through twelfth grade unless the school is in conjunction with or consented to by Independent School District No. 191. [Buyer may use the Property for a day care.](#)

3. Representations and Warranties of Seller. Lines 148-150 of the Commercial Purchase Agreement are hereby amended to read as follows:

There is no action, litigation, investigation, condemnation, or other proceeding of any kind, pending or threatened, against the Seller related to the Property or any portion of the

Property located at: 100 River Ridge Court, Burnsville, MN 55337

Property. In the event Seller becomes aware of any such proceeding prior to closing, Seller will promptly notify Buyer of such proceeding.

4. Representations and Warranties of Seller. Lines 176-179 of the Commercial Purchase Agreement are hereby amended to read as follows:

For a period of ~~180~~365 days from the date of closing, Seller will indemnify Buyer, its successors and assigns, against and will hold Buyer, its successors and assigns harmless from, any expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of the breach of any of the above representations and warranties, whether such breach is discovered before or after the date of closing.

5. Due Diligence. Lines 45-53 of the Addendum to Commercial Purchase Agreement: Due Diligence are hereby amended to read as follows:

If a Phase II environmental assessment is required by Buyer's lender for reasons that are based on the findings in the Phase I environmental assessment and the closing on Buyer's purchase of the property occurs, Seller agrees that it will pay ~~one-half of~~ the cost of the Phase II environmental assessment which payment shall be credited to Buyer on the closing statement. Seller shall not be responsible for paying for any portion of a Phase II environmental assessment if it is not required by Buyer's lender or if the transaction does not close.

6. Due Diligence. Lines 66 to 70 of the Addendum to Commercial Purchase Agreement: Due Diligence are hereby amended to read as follows:

Buyer acknowledges that he has inspected or have had the opportunity to inspect the Property and agrees to accept the Property "AS IS," ~~with no right of set off or reduction in the purchase price.~~ Such sale shall be without representation of warranties, express or implied, either oral or written, made by Seller or any official, employee or agent of Seller with respect to the physical condition of the Property, including but not limited to, the existence or absence of petroleum, hazardous substances, pollutants or contaminants in, on, or under, or affecting the Property or with respect to the compliance of the Property or its operation with any laws, ordinances, or regulations of any government or other body, except as stated above. Buyer acknowledges and agrees that Seller has not made and does not make any representations, warranties, or covenants of any kind or character whatsoever, whether expressed or implied, with respect to warranty of income potential, operating expenses, uses, habitability, tenant ability, or suitability for any purpose, merchantability, or fitness of the Property for a particular purpose, all of which warranties Seller hereby expressly disclaims, except as stated above. Buyer is relying entirely upon information and knowledge obtained from his own investigation, experience and knowledge obtained from his own investigation, experience, or personal inspection of the Property. Buyer expressly assumes, at closing, all environmental and other liabilities

Property located at: 100 River Ridge Court, Burnsville, MN 55337

with respect to the Property and releases and indemnifies Seller from same, whether such liability is imposed by statute or derived from common law including, but not limited to, liabilities arising under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Hazardous and Solid Waste Amendments Act, the Resource Conservation and Recovery Act ("RCRA"), the federal Water Pollution Control Act, the Safe Drinking Water Act, the Toxic Substances Act, the Superfund Amendments and Reauthorization Act, the Toxic Substances Control Act and the Hazardous Materials Transportation Act, all as amended, and all other comparable federal, state or local environmental conservation or protection laws, rules or regulations. The foregoing assumption and release shall survive closing. The foregoing provision shall survive closing and shall not be deemed merged into any instrument of conveyance delivered at closing.

7. Due Diligence. An additional contingency shall be added to the benefit of the Seller to the Addendum to Commercial Purchase Agreement: Due Diligence as a Seller's contingency to read as follows:

There is currently a solar array located on the Property that is subject to the following agreements:

- a. Purchase Agreement dated May 4, 2017 between Ideal Energies, LLC (Ideal) and Seller whereby Ideal sold and installed a grid-tiered photovoltaic solar electric system (the "Energy System") on the Property;
- b. Facility Lease Agreement dated May 4, 2017 between Green Sky Leasing, LLC (Green Sky) and Seller whereby Green Sky leases a portion of the Property for the construction, operation, and maintenance of the Energy System;
- c. Power Purchase Agreement dated May 4, 2017 between Green Sky and Seller whereby Green Sky sells renewable electric power to Seller that is produced by the Energy System; and
- d. Put and Call Agreement dated May 4, 2017 between Green Sky and Seller whereby Green Sky has an option to put its interest to Seller and upon which Seller has an option to call Green Sky's interest from Green Sky.

These agreements are collectively referred to as the "Energy System Agreements." This Purchase Agreement is contingent upon Seller's ability to assign its obligations for the Energy System Agreements to Buyer at no additional cost to Seller. In the event that the Energy System Agreements cannot be assigned to Buyer at no additional cost to Seller, Seller may cancel this Purchase Agreement and the earnest money shall be refunded to Buyer. [Seller shall provide copies of the Energy System Agreements to Buyer upon the execution of this Purchase Agreement by both parties.](#)

Property located at: 100 River Ridge Court, Burnsville, MN 55337

8. Closing Costs and Related Items. Seller shall be responsible for the following closing costs and related items: (1) all recording fees and charges relating to the filing of any instrument required to make title marketable; (2) any fees incurred for updating the title, including the cost of preparing the title commitment and any search and examination fees; (4) any state deed tax, conservation fee or other federal, state or local documentary or revenue stamps or transfer tax with respect to the limited warrant deed to be delivered by Seller; and (5) its own legal and accounting fees associated with this transaction.

Buyer shall be responsible for the following closing costs and related items: (1) the cost of all premiums required for issuance of the title insurance policy and endorsements, if any; (2) any fees for standard searches with respect to Seller and the Property; (3) the fees of any soil tests, surveys, environmental assessments, inspection reports, appraisals, or other tests or reports ordered by Buyer (with the exception of the Phase II environmental assessment as noted in Section 5 above); (4) recording fees and charges related to the filing of the limited warranty deed; and (5) his own legal and accounting fees associated with this transaction. All closing fees charged by the title company and any escrow fees charged by any escrow agent engaged by the parties in connection with this Commercial Purchase Agreement shall be split equally between Buyer and Seller.

9. Broker Commissions. Seller is represented by William Harrison Wagenseil of Transwestern Real Estate Services ("Seller's Broker") in this transaction. Buyer is represented by Mohamed Abdulle of Northstar Real Estate Associates ("Buyer's Broker") in this transaction. Seller shall be responsible for paying Seller's Broker's commission (four percent of the purchase price) and Buyer's Broker's commission (3 percent of the purchase price) in this transaction. Seller and Buyer represent and warrant to each other that other than Seller's Broker and Buyer's Broker, that they have not dealt with any other real estate agents or brokers in connection with the transaction contemplated by this Purchase Agreement. Each party agrees to indemnify, defend, and hold each other harmless from the claims of any other broker or real estate agent.

10. Section 1031 Exchange. If either party desires to have this transaction constitute a like-kind exchange of properties utilizing the provisions of Section 1031 of the Internal Revenue Code of 1986, as amended, each party agrees to cooperate with the other party in order to effectuate and facilitate such an exchange, provided that: (a) the exchange does not delay the closing under this Purchase Agreement, (b) the non-exchanging party does not incur any additional liability as a result of its cooperation, and (c) the non-exchanging party is not required to enter into any contract to purchase any other property, or take title to any property other than the Property. Either party may assign their rights under this Purchase Agreement prior to Closing to a "Qualified Intermediary," as that term is defined in applicable Treasury Regulation.

11. Assignment. This Purchase Agreement shall be binding and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. Notwithstanding the assignment to a Qualified Intermediary as set forth in Section 8 above,

ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT

Page 5 Date: April 22, 2021

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Property located at: 100 River Ridge Court, Burnsville, MN 55337

Buyer shall not assign its rights and interest in the Purchase Agreement without the prior written approval of Seller.

ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT

Property located at: 100 River Ridge Court, Burnsville, MN 55337

SELLER

BUYER

INDEPENDENT SCHOOL DISTRICT
NO. 191

By: _____

By: _____

Its: Board Chair

Abdullahi Jama

By: _____

Its: Board Clerk

Document comparison by Workshare 10.0 on Thursday, April 22, 2021 11:23:55 AM

Input:	
Document 1 ID	PowerDocs://DOCSOPEN/715887/1
Description	DOCSOPEN-#715887-v1-Addendum_to_Commercial_Purchase_Agreement
Document 2 ID	PowerDocs://DOCSOPEN/715887/2
Description	DOCSOPEN-#715887-v2-Addendum_to_Commercial_Purchase_Agreement
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	8
Deletions	6
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	14

COMMERCIAL PURCHASE AGREEMENT

This form approved by the Minnesota Association of REALTORS® and the Minnesota Commercial Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.
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1. Page 1 Date April 22, 2021

2. BUYER(S) is/are: Abdullahi Jama or his assignee, (Check one.)
3. individual(s); OR a business entity organized under the laws of the State of _____.
4. SELLER(S) is/are: Independent School Dist. 191 a public body corporate & politic, (Check one.)
5. individual(s); OR a business entity organized under the laws of the State of Minnesota.
6. Buyer's earnest money in the amount of Twenty-Five Thousand
7. Twenty-Five Thousand Dollars
8. (\$ 25,000.00) shall be delivered no later than two (2) Business Days after
9. Final Acceptance Date to be deposited in the trust account of: (Check one.)
10. listing broker; or
11. Bankers Title,
(Trustee)
12. **within three (3) Business Days of receipt of the earnest money or Final Acceptance Date whichever is later.**
13. Said earnest money is part payment for the purchase of property at 100 River Ridge Court
14. 100 River Ridge Court located in the
15. City/Township of Burnville, County of Dakota,
16. State of Minnesota, Zip Code 55337, PID # (s) 02-64202-02-101
17. _____
18. and legally described as follows Lot 1, Block 2, River Ridge 3rd Addition, according to the recorded
19. plat thereof, County of Dakota, State of Minnesota.
20. _____ (collectively the "Property")
21. together with the personal property as described in the attached *Addendum to Commercial Purchase Agreement:*
22. *Personal Property*, if any, all of which property the undersigned has this day sold to Buyer for the sum of:
23. One Million Two Hundred Fifty Thousand
24. _____
25. (\$ 1,250,000.00) Dollars ("Purchase Price"), which Buyer agrees to pay in the following manner:
26. 1. **CASH** of 40 percent (%) of the sale price, or more in Buyer's sole discretion, which includes the earnest
27. money; PLUS
28. 2. **FINANCING** of 60 percent (%) of the sale price. Buyer shall, at Buyer's sole expense, apply for any
29. financing as required by this Purchase Agreement.
30. Such financing shall be: (Check one.) a first mortgage; a contract for deed; or a first
31. mortgage with subordinate financing, as described in the attached *Addendum to Commercial Purchase Agreement:*
32. **Conventional/SBA/Other** **Contract for Deed.**
------(Check one.)-----
33. **DUE DILIGENCE:** This Purchase Agreement **IS** **IS NOT** subject to a due diligence contingency. (If answer is **IS**,
34. see attached *Addendum to Commercial Purchase Agreement: Due Diligence.*)
35. **CLOSING:** The date of closing shall be on or before 8/18/21.

COMMERCIAL PURCHASE AGREEMENT

36. Page 2 Date April 22, 2021 151

37. Property located at 100 River Ridge Court Burnville 55337

38. **DEED/MARKETABLE TITLE:** Subject to performance by Buyer, Seller agrees to execute and deliver a: *(Check one.)*

39. **WARRANTY DEED** **LIMITED WARRANTY DEED** **CONTRACT FOR DEED**

40. **OTHER:** _____ **DEED** conveying marketable title, subject to:

41. (a) building and zoning laws, ordinances, and state and federal regulations;

42. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;

43. (c) reservation of any mineral rights by the State of Minnesota or other government entity;

44. (d) utility and drainage easements which do not interfere with existing improvements; and

45. (e) others (must be specified in writing): _____

46. _____

47. **TENANTS/LEASES:** Property **IS** **IS NOT** subject to rights of tenants (if answer is **IS**, see attached *Addendum*
-----*(Check one.)*-----

48. *to Commercial Purchase Agreement: Due Diligence*).

49. Seller shall not execute leases from the Date of this Purchase Agreement to the date of closing, the term of which lease
50. extends beyond the date of closing, without the prior written consent of Buyer. Buyer's consent or denial shall be

51. provided to Seller within 7 _____ days of Seller's written request. Said consent
52. shall not be unreasonably withheld.

53. **REAL ESTATE TAXES:** Real estate taxes due and payable in the year of closing shall be prorated between Seller and
54. Buyer on a calendar year basis to the actual date of closing unless otherwise provided in this Purchase Agreement.

55. Real estate taxes, including penalties, interest, and any associated fees, payable in the years prior to closing shall
56. be paid by Seller. Real estate taxes payable in the years subsequent to closing shall be paid by Buyer.

57. **SPECIAL ASSESSMENTS:**

58. **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING** **SELLER SHALL PAY**
-----*(Check one.)*-----

59. on the date of closing all installments of special assessments certified for payment with the real estate taxes due and
60. payable in the year of closing.

61. **BUYER SHALL ASSUME** **SELLER SHALL PAY ON DATE OF CLOSING** all other special assessments
-----*(Check one.)*-----

62. levied as of the Date of this Purchase Agreement.

63. **BUYER SHALL ASSUME** **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as
-----*(Check one.)*-----

64. of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's
65. provision for payment shall be by payment into escrow of up to two (2) times the estimated amount of the assessments
66. or less, as allowed by Buyer's lender.)

67. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
68. which is not otherwise here provided.

69. As of the Date of this Purchase Agreement, Seller represents that Seller **HAS** **HAS NOT** received a notice
-----*(Check one.)*-----

70. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
71. against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before
72. closing shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement
73. and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay,
74. provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may
75. declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the
76. other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement
77. canceled, Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said
78. cancellation and directing all earnest money paid here to be refunded to Buyer.

MNC:PA-2 (8/20)

COMMERCIAL PURCHASE AGREEMENT

79. Page 3 Date April 22, 2021

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80. Property located at 100 River Ridge Court Burnville 55337.

81. **POSSESSION:** Seller shall deliver possession of the Property: *(Check one.)*

82. **IMMEDIATELY AFTER CLOSING;** or

83. **OTHER:** _____.

84. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
85. by possession date.

86. **PRORATIONS:** All items customarily prorated and adjusted in connection with the closing of the sale of the Property
87. here including but not limited to rents, operating expenses, interest on any debt assumed by Buyer, shall be prorated
88. as of the date of closing. It shall be assumed that Buyer will own the Property for the entire date of the closing.

89. **RISK OF LOSS:** If there is any loss or damage to the Property between Date of this Purchase Agreement and the date
90. of closing, for any reason, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before
91. the closing, this Purchase Agreement shall be canceled, at Buyer's option, if Buyer gives written notice to Seller, or licensee
92. representing or assisting Seller, of such cancellation within thirty (30) days of the damage. Upon said cancellation,
93. Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said cancellation
94. and directing all earnest money paid here to be refunded to Buyer.

95. **EXAMINATION OF TITLE:** Seller shall, at its expense, within 30 days after Final
96. Acceptance Date, furnish to Buyer, or licensee representing or assisting Buyer, a commitment for an owner's policy
97. of title insurance from Bankers Title, including levied and pending special
(Name of Title Company)

98. assessments. Buyer shall be allowed ten (10) days ("Objection Period") after receipt of the commitment for title
99. insurance to provide Seller, or licensee representing or assisting Seller, with written objections. Buyer shall be deemed
100. to have waived any title objections not made within the Objection Period provided for immediately above and any
101. matters with respect to which title objection is so waived may be excepted from the warranties in the Deed as specified
102. here to be delivered pursuant to this Agreement.

103. **TITLE CORRECTIONS AND REMEDIES:** Seller shall have thirty (30) days ("Cure Period") from receipt of Buyer's
104. written title objections to cure any title objections but shall not be obligated to do so. Upon receipt of Buyer's title
105. objections, Seller shall, within ten (10) days, notify Buyer, or licensee representing or assisting Buyer, in writing whether
106. or not Seller will endeavor to cure such objections within the Cure Period. Liens or encumbrances for liquidated
107. amounts created by instruments executed by Seller and which can be released by payment proceeds of closing shall
108. not delay the closing.

109. If Seller's notice states that Seller will not endeavor to cure one or more specified objections within the Cure Period,
110. Buyer may, as its sole remedy, within ten (10) days of the sending of such notice by Seller, declare this Purchase
111. Agreement canceled by written notice to Seller, or licensee representing or assisting Seller, in which case this Purchase
112. Agreement is canceled. If Buyer declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
113. written cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to
114. be refunded to Buyer. If Buyer does not declare this Purchase Agreement canceled as provided immediately above,
115. Buyer shall be bound to proceed with the closing and to purchase the Property subject to the objections Seller has
116. declined to cure without reduction in the Purchase Price.

117. If Seller's notice states that Seller will endeavor to cure all of the specified objections, or if Seller's notice states that
118. Seller will endeavor to cure some, but not all, of the specified objections and Buyer does not declare this Purchase
119. Agreement canceled as provided above, Seller shall use commercially reasonable efforts to cure the specified objections
120. or those Seller has agreed to endeavor to cure and, pending correction of title, all payment required here and the
121. closing shall be postponed.

122. If Seller, within the Cure Period provided above, corrects the specified objections Seller's notice indicated Seller would
123. endeavor to cure, then upon presentation to Buyer, or licensee representing or assisting Buyer, of documentation
124. establishing that such objections have been cured, the closing shall take place within ten (10) days or on the scheduled
125. closing date, whichever is later.

MNC:PA-3 (8/20)

COMMERCIAL PURCHASE AGREEMENT

126. Page 4 Date April 22, 2021 153

127. Property located at 100 River Ridge Court Burnville 55337.

128. If Seller, within the Cure Period provided above, does not cure the specified objections which Seller's notice indicated
129. Seller would endeavor to cure, Buyer may, as its sole remedy, declare this Purchase Agreement canceled by written
130. notice to Seller, or licensee representing or assisting Seller, given within five (5) days after the end of the Cure Period,
131. in which case this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase*
132. *Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. Neither
133. party shall be liable for damages here to the other. In the alternative, Buyer may elect to waive such objections by
134. providing written notice to Seller, or licensee representing or assisting Seller, within such five (5)-day period and accept
135. title subject to such uncured objections, in which event, Buyer shall be bound to proceed with the closing and to purchase
136. the Property subject to the objections Seller has not cured without reduction in the Purchase Price. If neither notice
137. is given by Buyer within such five (5)-day period, Buyer shall be deemed to have elected to waive the objections and
138. to proceed to closing as provided in the immediately preceding sentence.

139. If title is marketable, or is made marketable as provided here, and Buyer defaults in any of the agreements here,
140. Seller, in addition to any other right or remedy available to Seller here, at law or in equity may cancel this Purchase
141. Agreement as provided by either MN Statute 559.21 or MN Statute 559.217, whichever is applicable, and retain all
142. earnest money paid here as liquidated damages.

143. If title is marketable, or is made marketable as provided here, and Seller defaults in any of the agreements here,
144. Buyer may, in addition to any other right or remedy available to Buyer here, seek specific performance within six
145. (6) months after such right of action arises.

146. **REPRESENTATIONS AND WARRANTIES OF SELLER:** The following representations made are to the best
147. of Seller's knowledge.

148. There is no action, litigation, investigation, condemnation, or other proceeding of any kind pending or threatened
149. against Seller or any portion of the Property. In the event Seller becomes aware of any such proceeding prior to
150. closing, Seller will promptly notify Buyer of such proceeding.

151. The Property is in compliance with all applicable provisions of all planning, zoning, and subdivision rules; regulations;
152. and statutes. Seller has obtained all necessary licenses, permits, and approvals necessary for the ownership and
153. operation of the Property.

154. Prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished
155. within the 120 days immediately preceding the closing in connection with construction, alteration, or repair of any
156. structure on, or improvement to, the Property.

157. Seller has not received any notice from any governmental authority as to condemnation proceedings, or violation of
158. any law, ordinance, regulation, code, or order affecting the Property. If the Property is subject to restrictive covenants,
159. Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices
160. received by Seller shall be provided to Buyer immediately.

161. Seller has not executed any options to purchase, rights of first refusal, or any other agreements giving any person or
162. other entity the right to purchase or otherwise acquire any interest in the Property, and Seller is unaware of any options
163. to purchase, rights of first refusal, or other similar rights affecting the Property.

164. The legal description of the real property to be conveyed has been or shall be approved for recording as of the date
165. of closing.

166. If Seller is an organized entity, Seller represents and warrants to Buyer that Seller is duly organized and is in good
167. standing under the laws of the State of Minnesota; that Seller is duly qualified to transact business in the State of
168. Minnesota; that Seller has the requisite organizational power and authority to enter into this Purchase Agreement and
169. the Seller's closing documents signed by it; such documents have been duly authorized by all necessary action on
170. the part of Seller and have been duly executed and delivered; that the execution, delivery, and performance by Seller of
171. such documents do not conflict with or result in a violation of Seller's organizational documents or Bylaws or any judgment,
172. order, or decree of any court or arbiter to which Seller is a party; and that such documents are valid and binding obligations
173. of Seller, and are enforceable in accordance with their terms.

MNC:PA-4 (8/20)

COMMERCIAL PURCHASE AGREEMENT

174. Page 5 Date April 22, 2021 154

175. Property located at 100 River Ridge Court Burnville 55337.

176. Seller will indemnify Buyer, its successors and assigns, against and will hold Buyer, its successors and assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of the breach of any of the above representations and warranties, whether such breach is discovered before or after the date of closing.

180. See attached *Addendum to Commercial Purchase Agreement: Due Diligence*, if any, for additional representations and warranties.

182. **REPRESENTATIONS AND WARRANTIES OF BUYER:** If Buyer is an organized entity, Buyer represents and warrants to Seller that Buyer is duly organized and is in good standing under the laws of the State of Minnesota; that Buyer is duly qualified to transact business in the State of Minnesota; that Buyer has the requisite organizational power and authority to enter into this Purchase Agreement and the Buyer's closing documents signed by it; such documents have been duly authorized by all necessary action on the part of Buyer and have been duly executed and delivered; that the execution, delivery, and performance by Buyer of such documents do not conflict with or result in a violation of Buyer's organizational documents or Bylaws or any judgment, order, or decree of any court or arbiter to which Buyer is a party; and that such documents are valid and binding obligations of Buyer, and are enforceable in accordance with their terms. Buyer will indemnify Seller, its successors and assigns, against and will hold Seller, its successors and assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Seller incurs because of the breach of any of the above representations and warranties, whether such breach is discovered before or after the date of closing.

194. **TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.**

195. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified) following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified) ending at 11:59 P.M. on the last day.

198. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless stated elsewhere by the parties in writing.

200. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and Seller shall affirm the same by a written cancellation. In the alternative, Seller may seek all other remedies allowed by law.

203. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable.

205. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific performance, such action must be commenced within six (6) months after such right of action arises.

208. **SUBJECT TO RIGHTS OF TENANTS, IF ANY, BUYER HAS THE RIGHT TO VIEW THE PROPERTY PRIOR TO CLOSING TO ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF THIS PURCHASE AGREEMENT.**

211. **METHAMPHETAMINE PRODUCTION DISCLOSURE:**

212. (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

213. Seller is not aware of any methamphetamine production that has occurred on the Property.

214. Seller is aware that methamphetamine production has occurred on the Property.

215. (See *Disclosure Statement: Methamphetamine Production*.)

216. **NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are filed with the county recorder in each county where the zoned area is located. If you would like to determine if such zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.

220. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained by contacting the local law enforcement offices in the community where the Property is located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at www.corr.state.mn.us.

COMMERCIAL PURCHASE AGREEMENT

225. Page 6 Date April 22, 2021

155

226. Property located at 100 River Ridge Court Burnville 55337

227. **DISCLOSURE NOTICE:** If this Purchase Agreement includes a structure used or intended to be used as residential
228. property as defined under MN Statute 513.52, Buyer acknowledges Buyer has received a *Disclosure Statement:*
229. *Seller's Property Disclosure Statement* or *Disclosure Statement: Seller's Disclosure Alternatives* form.
230. BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY.

231. **(Check appropriate boxes.)**

232. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

233. CITY SEWER YES NO / CITY WATER YES NO

234. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

235. SELLER DOES DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING
------(Check one.)-----

236. THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement:*
237. *Subsurface Sewage Treatment System*.)

238. **PRIVATE WELL**

239. SELLER DOES DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is **DOES** and well
------(Check one.)-----

240. is located on the Property, see *Disclosure Statement: Well*.)

241. To the best of Seller's knowledge, the Property IS IS NOT in a Special Well Construction Area.
------(Check one.)-----

242. THIS PURCHASE AGREEMENT IS IS NOT SUBJECT TO AN *ADDENDUM TO PURCHASE AGREEMENT:*
------(Check one.)-----

243. *SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.*

244. (If answer is **IS**, see attached *Addendum*.)

245. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**
246. **RECEIVED A *DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE***
247. ***TREATMENT SYSTEM.***

248. There IS IS NOT a storage tank located on the Property that is subject to the requirements of MN Statute 116.48.
------(Check one.)-----

249. (If answer is **IS**, see *Commercial Disclosure Statement: Storage Tank(s)*.)

250. **AGENCY NOTICE**

251. William Harrison Wagenseil is Seller's Agent Buyer's Agent Dual Agent.
(Licensee) ------(Check one.)-----

252. Transwestern Real Estate Services
(Real Estate Company Name)

253. Mohamed Abdulle is Seller's Agent Buyer's Agent Dual Agent.
(Licensee) ------(Check one.)-----

254. Northstar Real Estate Associates
(Real Estate Company Name)

255. **DUAL AGENCY DISCLOSURE:** Dual agency occurs when one broker or salesperson represents both parties to a
256. transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual
257. agency requires the informed consent of all parties, and means that the broker or salesperson owes the same fiduciary
258. duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can
259. provide, and prohibits them from acting exclusively for either party. In dual agency, confidential information about price,
260. terms, and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or
261. salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents
262. may not advocate for one party to the detriment of the other.

COMMERCIAL PURCHASE AGREEMENT

263. Page 7 Date April 22, 2021

156

264. Property located at 100 River Ridge Court Burnville 55337

265. **CONSENT TO DUAL AGENCY**
266. Broker represents both parties involved in the transaction, which creates a dual agency. This means that Broker and
267. its salespersons owe fiduciary duties to both parties. Because the parties may have conflicting interests, Broker and its
268. salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this
269. transaction without the consent of both parties. Both parties acknowledge that
270. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy, sell, or lease will
271. remain confidential unless the parties instruct Broker in writing to disclose this information. Other information will
272. be shared;
273. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
274. (3) within the limits of dual agency, Broker and its salesperson will work diligently to facilitate the mechanics of the
275. sale.
276. With the knowledge and understanding of the explanation above, the parties authorize and instruct Broker and its
277. salespersons to act as dual agents in this transaction.

278. **SELLER:** _____ **BUYER:** _____
(Business Entity or Individual Name) (Business Entity or Individual Name)

279. By: _____ By: _____
(Seller's Signature) (Buyer's Signature)

280. _____ _____
(Seller's Printed Name) (Buyer's Printed Name)

281. Its: _____ Its: _____
(Title) (Title)

282. _____ _____
(Date) (Date)

283. **SELLER:** _____ **BUYER:** _____
(Business Entity or Individual Name) (Business Entity or Individual Name)

284. By: _____ By: _____
(Seller's Signature) (Buyer's Signature)

285. _____ _____
(Seller's Printed Name) (Buyer's Printed Name)

286. Its: _____ Its: _____
(Title) (Title)

287. _____ _____
(Date) (Date)

288. **SUCCESSORS AND ASSIGNS:** All provisions of this Purchase Agreement shall be binding on successors and
289. assigns.

290. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the
291. cash outlay at closing or reduce the proceeds from the sale.

292. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
293. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must
294. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer
295. and Seller agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

296. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same
297. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive
298. the closing and delivery of the deed.

299. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
300. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
301. identification numbers or Social Security numbers.

COMMERCIAL PURCHASE AGREEMENT

302. Page 8 Date April 22, 2021

157

303. Property located at 100 River Ridge Court Burnville 55337.
304. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
305. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**
306. **compliance, as the respective licensees representing or assisting either party will be unable to assure either**
307. **party whether the transaction is exempt from FIRPTA withholding requirements.**
308. **NOTE:** MN Statute 500.221 establishes certain restrictions on the acquisition of title to agricultural land by aliens
309. and non-American corporations. Please seek appropriate legal advice if this Purchase Agreement is for the
310. sale of agricultural land and Buyer is a foreign person.
311. **ACCEPTANCE DEADLINE:** This offer to purchase, unless accepted sooner, shall be withdrawn at 11:59 P.M.,
312. April 22, 2021, and in such event all earnest money shall be returned to Buyer.
313. **CONDEMNATION:** If, prior to the closing date, condemnation proceedings are commenced against all or any part
314. of the Property, Seller or licensee representing or assisting Seller, shall immediately give written notice to Buyer, or
315. licensee representing or assisting Buyer, of such fact and Buyer may, at Buyer's option (to be exercised within thirty (30)
316. days after Seller's notice), declare this Purchase Agreement canceled by written notice to Seller or licensee representing
317. or assisting Seller, in which case this Purchase Agreement is canceled and neither party shall have further obligations
318. under this Purchase Agreement. In the event Buyer declares the Purchase Agreement canceled, Buyer and Seller
319. shall immediately sign a written cancellation confirming such cancellation and directing all earnest money paid
320. here to be refunded to Buyer. If Buyer fails to give such written notice, then Buyer shall be bound to proceed with
321. closing, subject to any other contingencies to this Purchase Agreement. In such event, there shall be no reduction in
322. the purchase price, and Seller shall assign to Buyer at the closing date all of Seller's rights, title, and interest in and to
323. any award made or to be made in the condemnation proceedings. Prior to the closing date, Seller shall not designate
324. counsel, appear in, or otherwise act with respect to, the condemnation proceedings without Buyer's prior written
325. consent.
326. **MUTUAL INDEMNIFICATION:** Seller and Buyer agree to indemnify each other against, and hold each other harmless
327. from, all liabilities (including reasonable attorneys' fees in defending against claims) arising out of the ownership,
328. operation, or maintenance of the Property for their respective periods of ownership. Such rights to indemnification will
329. not arise to the extent that (a) the party seeking indemnification actually receives insurance proceeds or other cash
330. payments directly attributable to the liability in question (net of the cost of collection, including reasonable attorneys'
331. fees); or (b) the claim for indemnification arises out of the act or neglect of the party seeking indemnification. If, and
332. to the extent that, the indemnified party has insurance coverage, or the right to make claim against any third party for
333. any amount to be indemnified against, as set forth above, the indemnified party will, upon full performance by the
334. indemnifying party of its indemnification obligations, assign such rights to the indemnifying party or, if such rights are
335. not assignable, the indemnified party will diligently pursue such rights by appropriate legal action or proceeding and
336. assign the recovery and/or right of recovery to the indemnifying party to the extent of the indemnification payable
337. made by such party.
338. **FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE:** To be binding, this Purchase Agreement
339. and all addenda must be fully executed by both parties and a copy must be delivered.
340. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to
341. this transaction constitute valid, binding signatures.
342. **ENTIRE AGREEMENT:** This Purchase Agreement and all addenda and amendments signed by the parties shall
343. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and
344. Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this
345. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Buyer and
346. Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase
347. Agreement.
348. **SURVIVAL:** All warranties and representations in this Purchase Agreement shall survive the delivery of the deed or
349. contract for deed and be enforceable after the closing.
350. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one
351. (1) of this Purchase Agreement.

COMMERCIAL PURCHASE AGREEMENT

353. Property located at 100 River Ridge Court Burnville 55337

354. OTHER:

355.

356.

357. ADDENDA: Attached addenda are a part of this Purchase Agreement.

358. [X] If checked, this Purchase Agreement is subject to
359. attached Addendum to Commercial Purchase
360. Agreement: Counteroffer.

361. FIRPTA: Seller represents and warrants, under penalty
362. of perjury, that Seller [] IS [X] IS NOT a foreign person (i.e., a
------(Check one.)-----

363. non-resident alien individual, foreign corporation, foreign
364. partnership, foreign trust, or foreign estate for purposes
365. of income taxation. (See lines 292-310.) This representation
366. and warranty shall survive the closing of the transaction
367. and the delivery of the deed.

368. SELLER

369. Independent School District No. 191
(Business Entity or Individual Name)

370. By:
(Seller's Signature)

371. Eric Miller
(Seller's Printed Name)

372. Its:
(Title)

373.
(Date)

374. SELLER

375. Independent School District No. 191
(Business Entity or Individual Name)

376. By:
(Seller's Signature)

377. Scott Hume
(Seller's Printed Name)

378. Its:
(Title)

379.
(Date)

BUYER

Abdullahi Jama
(Business Entity or Individual Name)

By:
(Buyer's Signature)

Abdullahi Jama
(Buyer's Printed Name)

Its:
(Title)

(Date)

BUYER

(Business Entity or Individual Name)

By:
(Buyer's Signature)

(Buyer's Printed Name)

Its:
(Title)

(Date)

380. FINAL ACCEPTANCE DATE: April 22, 2021 The Final Acceptance Date
381. is the date on which the fully executed Purchase Agreement is delivered.

382. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).
383. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

384. THIS MINNESOTA ASSOCIATION OF REALTORS® COMMERCIAL PURCHASE AGREEMENT IS NOT
385. DESIGNED TO BE AND IS NOT WARRANTED TO BE INCLUSIVE OF ALL ISSUES SELLER AND BUYER
386. MAY WISH TO ADDRESS, AND EITHER PARTY MAY WISH TO MODIFY THIS PURCHASE AGREEMENT
387. TO ADDRESS STATUTORY OR CONTRACTUAL MATTERS NOT CONTAINED IN THIS FORM.
388. BOTH PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY TO ENSURE
389. THIS CONTRACT ADEQUATELY ADDRESSES THAT PARTY'S RIGHTS.



WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions.

THESE SOPHISTICATED CRIMINALS COULD:

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker's account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

Buyers/Tenants and Sellers/Owners are advised to:

- (1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
- (2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
- (3) Never send personal information through unsecured/unencrypted e-mail.

If you suspect wire fraud in your transaction:

- (1) Immediately notify your bank, closing agent, and real estate licensee.
- (2) File a complaint online at the Internet Crime Complaint Center (IC3) at <http://www.ic3.gov>.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.

(Signature)

(Date)

(Signature)

(Date)

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**ADDENDUM TO COMMERCIAL PURCHASE
AGREEMENT: CONVENTIONAL/SBA/160
OTHER MORTGAGE FINANCING**

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1. Date April 22, 2021

2. Page 1

3. Addendum to Purchase Agreement between parties, dated April 22, 2021
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
5. 100 River Ridge Court, Burnsville, Mn 55337

6. Financing will be a **FIRST MORTGAGE only** **FIRST MORTGAGE AND SUBORDINATE FINANCING.**
-----*(Check one.)*-----

7. Buyer shall apply for and secure, at Buyer's expense, a: *(Check one.)*

8. **CONVENTIONAL**

9. **SMALL BUSINESS ADMINISTRATION**

10. **OTHER** _____

11. Fixed First Mortgage amortized monthly over a period of not more than 30 years, with an initial
(e.g., fixed, ARM)

12. mortgage interest rate at no more than market rate percent (%) per annum.

13. The mortgage application **IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date of this
14. Purchase Agreement. Buyer agrees to use best efforts to secure a commitment for such financing and to execute all
15. documents required to consummate said financing.

16. **FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies to the first
17. mortgage and any subordinate financing.
18. *(Check one.)*

19. If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does
20. not close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately
21. sign a written cancellation confirming said cancellation and directing all earnest money to be
22. **REFUNDED TO BUYER** **FORFEITED TO SELLER.**
-----*(Check one.)*-----

23. Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, within
24. 45 days of Final Acceptance Date of this Purchase Agreement.

25. For purposes of this Financing Contingency, "**Written Statement**" means a Written Statement prepared by Buyer's
26. mortgage originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the financing specified
27. in this Purchase Agreement stating that an appraisal, satisfactory to the lender(s) has been completed and stating
28. conditions required by lender(s) to close the loan.

29. Upon delivery of the Written Statement, the responsibility for satisfying all conditions required by mortgage
30. originator(s) or lender(s) are deemed accepted by Buyer. Upon delivery of the Written Statement, if this Purchase
31. Agreement does not close on the stated closing date for ANY REASON relating to financing, including but not
32. limited to interest rate and discount points, if any, Seller may, at Seller's option, declare this Purchase Agreement
33. canceled by providing written notice to Buyer, or licensee representing or assisting Buyer, in which case this
34. Purchase Agreement is canceled. Buyer and Seller shall immediately sign a written cancellation confirming said
35. cancellation and directing all earnest money paid hereunder to be forfeited to Seller as liquidated damages. In
36. the alternative, Seller may seek all other remedies allowed by law.

**ADDENDUM TO COMMERCIAL PURCHASE
AGREEMENT: CONVENTIONAL/SBA/161
OTHER MORTGAGE FINANCING**

37. Page 2

38. Property located at 100 River Ridge Court, Burnsville, Mn 55337

39. If the Written Statement is not provided within the time period specified on line 24, Seller may, at Seller's option,
40. declare this Purchase Agreement canceled by written notice to Buyer, or licensee representing or assisting Buyer,
41. within 30 days after the time period specified on line 24, in which case this
42. Purchase Agreement is canceled. Buyer and Seller shall immediately sign a written cancellation confirming said
43. cancellation and directing all earnest money paid hereunder to be refunded to Buyer.

44. If the Written Statement is not provided within the time period specified on line 24 or Seller has not canceled this
45. Purchase Agreement within the time period specified on line 41, than this Financing Contingency is removed. If
46. this Purchase Agreement does not close on the stated closing date for ANY REASON relating to financing,
47. including but not limited to interest rate and discount points, if any, this Purchase Agreement is canceled. Buyer
48. and Seller shall immediately sign a written cancellation confirming said cancellation and directing all earnest money
49. paid hereunder to be forfeited to Seller as liquidated damages. In the alternative, Seller may seek all other remedies
50. allowed by law.

51. **OTHER:** _____
52. _____
53. _____
54. _____
55. _____
56. _____
57. _____

58. **SELLER**
59. Independent School District No. 191
(Business Entity or Individual Name)
60. By: _____
(Seller)
61. Its: Board Chair
(Title)
62. _____
(Date)

BUYER
Abdullahi Jama
(Business Entity or Individual Name)
By: _____
(Buyer)
Its: _____
(Title)

(Date)

63. **SELLER**
64. Independent School District No. 191
(Business Entity or Individual Name)
65. By: _____
(Seller)
66. Its: Board Clerk
(Title)
67. _____
(Date)

BUYER

(Business Entity or Individual Name)
By: _____
(Buyer)
Its: _____
(Title)

(Date)

68. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
69. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**



**ADDENDUM TO COMMERCIAL
PURCHASE AGREEMENT:
DUE DILIGENCE**

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1. Date April 22, 2021

2. Page 1

3. Addendum to Purchase Agreement between parties, dated April 22, 2021
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
5. 100 River Ridge Court, Burnsville MN 55337

6. In the event of a conflict between this Addendum and any other provision of the Purchase Agreement the language
7. in this Addendum shall govern.

8. This Purchase Agreement is contingent upon Buyer's reasonable approval of due diligence matters as agreed to in
9. this Addendum.

10. Title and examination and title corrections and remedies are excluded from this Addendum and shall be handled in
11. accordance with terms specified in the Examination of Title and Title Corrections and Remedies section of this
12. Purchase Agreement.

13. Buyer shall satisfy himself/herself/itself with respect to the physical condition of the Property and the feasibility
14. and suitability of the Property for Buyer's intended purpose within the respective time period(s) specified herein. Buyer
15. acknowledges that any information provided by Seller, a third party, or broker representing or assisting Seller regarding
16. dimensions, square footage, or acreage of land or improvements is approximate. Buyer shall verify the accuracy of
17. information to Buyer's satisfaction, at Buyer's sole cost and expense.

18. Buyer may declare this Purchase Agreement canceled by providing written notice to Seller, or licensee representing
19. or assisting Seller, within the respective time period(s) specified herein, in which case this Purchase Agreement is
20. canceled. Buyer and Seller shall immediately sign a written cancellation confirming said cancellation and directing
21. all earnest money paid hereunder to be refunded to Buyer, unless provided otherwise in this Purchase Agreement.

22. Buyer's failure to give written notice of cancellation of this Purchase Agreement, within the respective time period(s)
23. specified herein shall conclusively be deemed Buyer's election to proceed with the transaction without correction of
24. any disapproved items that Seller has not agreed in writing to correct or remedy.

25. **Buyer's Responsibility Regarding Due Diligence:** Buyer shall keep the Property free and clear of all liens, shall
26. indemnify, defend, and hold Seller harmless from all liability, claims, demands, damages, costs or expenses, incurred
27. by Seller by reason of any physical damage to the Property or injury to persons caused by Buyer or its agents or
28. contractors in exercising its rights under this Addendum, and shall return the Property to the same condition it was
29. in prior to Buyer's testing. Buyer shall not disturb any tenants, employees or occupants of the Property.

30. **Seller's Responsibility Regarding Due Diligence:** Seller agrees to allow reasonable access to the Property for
31. performance of any surveys, due diligence or inspections agreed to herein. Seller understands that the inspections
32. may require that all utilities be on and the Seller is responsible for providing same at Seller's expense. If the Property
33. is occupied by someone other than Owner, Owner shall comply with Minnesota law and existing Owner's lease, if
34. any, to provide tenant with proper notice in advance of any Property showing.

35. **A. ENVIRONMENTAL ASSESSMENTS/INSPECTIONS:**

36. (i) **Phase I:** This Purchase Agreement **IS** **IS NOT** contingent upon **BUYER** **SELLER**
37. obtaining a Phase I environmental site assessment of the Property at **BUYER'S** **SELLER'S** expense
38. within 30 days of Final Acceptance Date of this Purchase Agreement.
39. Buyer shall provide reasonable approval of the Phase I environmental site assessment within
40. 7 days of either:
41. (a) Final Acceptance Date of this Purchase Agreement if the Phase I environmental site assessment is
42. obligated to be obtained by Buyer; or
43. (b) receipt of the Phase I environmental site assessment if Seller is obligated to obtain.

ADDENDUM TO COMMERCIAL
PURCHASE AGREEMENT:
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45. Property located at 100 River Ridge Court, Burnsville MN 55337.

46. (ii) **Phase II:** This Purchase Agreement IS IS NOT contingent upon BUYER SELLER
------(Check one.)-----
47. obtaining a Phase II environmental site assessment of the Property at BUYER SELLER
------(Check one.)-----
48. expense within _____ days of Final Acceptance Date of this Purchase Agreement.
49. Buyer shall provide reasonable approval of the Phase II environmental site assessment within
50. _____ days of either:
51. (a) Final Acceptance Date of this Purchase Agreement if the Phase II environmental site assessment is
52. obligated to be obtained by Buyer; or
53. (b) receipt of the Phase II environmental site assessment if Seller is obligated to obtain.

54. (iii) **Other Testing:** This Purchase Agreement IS IS NOT contingent upon BUYER SELLER
------(Check one.)-----
55. obtaining other Intrusive Testing of the Property at BUYER'S SELLER'S expense within
------(Check one.)-----
56. _____ days of Final Acceptance Date of this Purchase Agreement.
57. Buyer shall provide reasonable approval of the assessment/inspection within
58. _____ days of either:
59. (a) Final Acceptance Date of this Purchase Agreement if the assessment/inspection is obligated to be obtained
60. by Buyer; or
61. (b) receipt of the assessment/inspection if Seller is obligated to obtain.

62. For purposes of this form, "Intrusive Testing" shall mean any testing, inspection(s) or investigation(s) that
63. changes the Property from its original condition or otherwise damages the Property.

64. Buyer SHALL SHALL NOT be required to provide Seller with a copy of any assessment/inspection
------(Check one.)-----
65. reports obtained by Buyer.

66. (iv) **Seller's Representations on Environmental Concerns:** To the best of Seller's knowledge, there are no
67. hazardous substances or underground storage tanks except herein noted:
68. **See Addendum to Purchase Agreement.**

71. **B. GOVERNMENTAL APPROVAL:** The following items, if applicable, shall be completed within
72. _____ days of Final Acceptance Date of this Purchase Agreement.

73. (i) This Purchase Agreement IS IS NOT contingent upon Buyer obtaining approval of governing body of
------(Check one.)-----
74. development or subdivision plans, as described below, at BUYER SELLER expense. If IS, Seller shall
------(Check one.)-----
75. cooperate with Buyer to obtain such approval.

77. (ii) This Purchase Agreement IS IS NOT contingent upon Buyer obtaining approval of governing body for
------(Check one.)-----
78. rezoning or use permits, as described below, at BUYER SELLER expense. If IS, Seller shall
------(Check one.)-----
79. cooperate with Buyer to obtain such approval.

**ADDENDUM TO COMMERCIAL
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82. Page 3

83. Property located at 100 River Ridge Court, Burnsville MN 55337.
84. **C. OTHER CONTINGENCIES:** This Purchase Agreement is contingent upon Buyer's reasonable approval of the
85. following items, if checked. Buyer shall approve the items within 30 days of either:
86. (a) Final Acceptance Date of this Purchase Agreement if Buyer is obligated to obtain the item; or
87. (b) receipt of the item if Seller is obligated to obtain the item.
88. *(Select appropriate options i-vi.)*
89. (i) **BUYER** **SELLER** obtaining a certificate of survey of the Property, at **BUYER** **SELLER**
-----*(Check one.)*-----
90. expense.
91. (ii) **BUYER** **SELLER** obtaining soil tests which indicate that the Property may be improved without
-----*(Check one.)*-----
92. extraordinary building methods or costs, at **BUYER** **SELLER** expense.
-----*(Check one.)*-----
93. (iii) **BUYER** **SELLER** obtaining copies of all covenants, reservations and restrictions affecting the Property,
-----*(Check one.)*-----
94. at **BUYER** **SELLER** expense.
-----*(Check one.)*-----
95. (iv) **BUYER** **SELLER** obtaining and approving copies of Association documents at **BUYER** **SELLER**
-----*(Check one.)*-----
96. expense.
97. (v) Buyer obtaining from Seller copies of all documents in Seller's possession or control relating to the rights
98. of tenants, including but not limited to, rent rolls, leases, common area maintenance fees, and estoppel
99. certificates.
100. Seller assigns all right, title, and interest in and to the tenant security deposits and the interest earned, if
101. any, and credited thereon (collectively, the Security Deposits) for the Property at closing. Seller warrants
102. that the Security Deposits being assigned are all of the Security Deposits being held for tenants at the
103. Property. Seller shall, immediately after closing, notify tenant of the Security Deposit transfer and of Buyer's
104. name and address as required under MN Statute 504B.178, Subd. 5. Buyer agrees to hold and apply all
105. of the Security Deposits in accordance with the terms of the leases of the Property pursuant to MN Statute
106. 504B.178 and indemnify and agree to hold and defend Seller, its legal representatives, successors and
107. assigns harmless from and against any and all claims, actions, suits, proceedings, demands, assessments,
108. judgments, liabilities and costs including, without limitation, reasonable attorney's fees and expenses of
109. any kind whatsoever, arising from and after the date of closing asserted by said tenants or any person
110. or persons claiming under any of them with respect to any of the Security Deposits.
111. (vi) Buyer obtaining from Seller copies of all permits applicable to the Property, operating statements for the
112. last 2 years, vendor contracts, and any other documents in Seller's possession or
113. control and relating to the Property.
114. Buyer acknowledges that Seller makes no representations or warranties by providing any documents to
115. Buyer. Buyer agrees to return all such documents to Seller upon Seller's written request.

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117. Property located at 100 River Ridge Court, Burnsville MN 55337 .

118. **D. BUYER INVESTIGATIONS:** This Purchase Agreement **IS** **IS NOT** contingent upon Buyer's investigations
-----*(Check one.)*-----

119. of the Property for Buyer to satisfy himself/herself/itself with respect to the physical condition of the Property and
120. the feasibility and suitability of the Property for Buyer's intended purpose. Any Buyer investigations shall be

121. completed within 45 days of Final Acceptance Date of this Purchase
122. Agreement. All Buyer investigations shall be at Buyer's sole cost and expense.

123. SELLER

BUYER

124. Independent School District No. 191
(Business Entity or Individual Name)

Abdullahi Jama
(Business Entity or Individual Name)

125. By: _____
(Seller)

By: _____
(Buyer)

126. Its: Board Chair
(Title)

Its: _____
(Title)

127. _____
(Date)

(Date)

128. SELLER

BUYER

129. Independent School District. No. 191
(Business Entity or Individual Name)

(Business Entity or Individual Name)

130. By: _____
(Seller)

By: _____
(Buyer)

131. Its: Board Clerk
(Title)

Its: _____
(Title)

132. _____
(Date)

(Date)

133. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
134. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

MEMORANDUM

TO: Theresa Battle - Superintendent
Lisa Rider – Executive Director of Business Services

FROM: Stacie Kvilvang – Ehlers

DATE: April 22, 2021

SUBJECT: Purchase Agreement – River Ridge

On April 8, 2021, the Board considered an offer to purchase the above referenced facility. After consideration, the Board directed staff and attorneys to finalize a purchase agreement (the “Agreement”) for the transaction. The Agreement and Addendum was sent to the buyer and the buyer requested some changes, which staff and consultants believe are appropriate. Below are the terms discussed at the meeting, with any changes noted below in ***bold italic and underlined***:

Buyer: Abdullahi Jama

Purchase Price: \$1,250,000

Earnest Money: \$25,000 deposited within 2 days of acceptance of offer and held in title. Refunded if buyer cannot secure financing

Financing: 40% cash and remainder financed (letter of approved financing submitted)

Due Diligence: Phase I paid by buyer

Phase II if required by bank to be paid by seller (prior agreement was to split 50/50. The District has owned the property since the late 70’s and constructed the building on the site. It is assumed that if there were any environmental issues that those would have been addressed in order for the District to construct the building.)

Not subject to government approvals of a rezoning or use permits

Buyer to investigate the property within 45 days of acceptance of offer to determine suitability for intended use

Buyer is accepting the property AS IS **with no right to set off or reduction in the purchase price.**

Seller shall provide copies of the Energy System Agreements to Buyer upon the execution of this Purchase Agreement by both parties. (we had already provided to the broker to provide to the Buyer).

Closing Date: On or before August 18, 2021

Taxes: Prorated to date of closing (\$0 since property is tax exempt)

Assessments: Seller to pay any existing or pending (\$0 since none are levied or pending)

Title: Seller to provide title at its cost to buyer within 30 days of acceptance of offer

Covenants: District requirement to file one with the property restricting buyer from leasing to a private, public or charter school, **but states that the buyer may use the property for a day care.**

Reps/Warranty: Under the representations and warranties of the seller section of the addendum, we had a 180-day period from the date of closing for the seller to indemnify the buyer because of any breach of any representations and warranties made by the seller. A one-year warranty is fairly common practice in most real estate transactions and staff and consultants do not see an issue with extending it for another six months.

Please contact me at 651-697-8506 with any questions.