



## Regular Meeting Agenda

Diamondhead Education Center  
200 W. Burnsville Parkway  
Burnsville, MN 55337  
September 9, 2021  
6:30 PM

### 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

### 5:45 PM Board Listening Session with Directors Lesley Chester and Scott Hume

#### I. Call to Order

- A. Welcome
- B. Pledge of Allegiance

#### II. Approval of Agenda

#### III. Information

- A. Report about Summer Projects 3  
**Speaker(s):** Dave Lake, Director of Operations and Transportation
- B. Report about the First Day of School 20  
**Speaker(s):** Dr. Theresa Battle, Superintendent
- C. 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 21  
**Speaker(s):** Dr. Theresa Battle, Superintendent
- D. Student Representative Report 36
- E. Superintendent Report 37
- F. Board Member Reports 38

#### IV. Business Meeting

- A. Consent Agenda (Maximize Resources for Optimal Student Learning)

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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.

**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	39
2. Approve Personnel Recommendations	43
3. Adopt a Resolution to Accept Donations	44
4. Approve Payroll, Receipts, Expenses and Investments for June	46
5. Accept the Budget Analysis for June	88
6. Receive a Report about the Listening Session	93
7. Adopt a Resolution Establishing an Absentee Ballot Board	94
8. Approve, on a First Reading Basis, Changes to Policy 410: <i>Family and Medical Leave Policy</i>	98
9. Approve No Changes to Policies 414: <i>Mandated Reporting of Child Neglect or Physical or Sexual Abuse</i> , and 415: <i>Mandated Reporting of Maltreatment of Vulnerable Adults</i>	109
B. New Business	
1. Adopt an Authorizing Resolution to Sell Refunding Bonds <b>Speaker(s):</b> Lisa Rider, Executive Director of Business Services	122
2. Recommendation to approve the Terms and Conditions of Employment with Operations and Maintenance Supervisors <b>Speaker(s):</b> Stacey Sovine, Executive Director of Human Resources	138
3. Recommendation the board approve the scoreboard Asset Purchase Agreement and Bill of Sale <b>Speaker(s):</b> Lisa Rider, executive director of business services	147
4. Approve, on a First Reading Basis, New Policy 634: <i>Electronic Technologies Acceptable Use</i> and Rescind Policy 524: <i>Internet Acceptable Use and Safety Policy</i> <b>Speaker(s):</b> Rachel Gorton, Director of Technology	158
V. Adjourn	



**Agenda III.A.  
September 9, 2021**

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

**From:** Dave Lake, director of operations & transportation

**Date:** September 2, 2021

**Re:** Report about Summer Projects

Receive a report about Summer Projects from Dave Lake, director of operations & transportation.



## District 191 Summer Projects

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Dave Lake, Director of Operations,  
Properties & Transportation

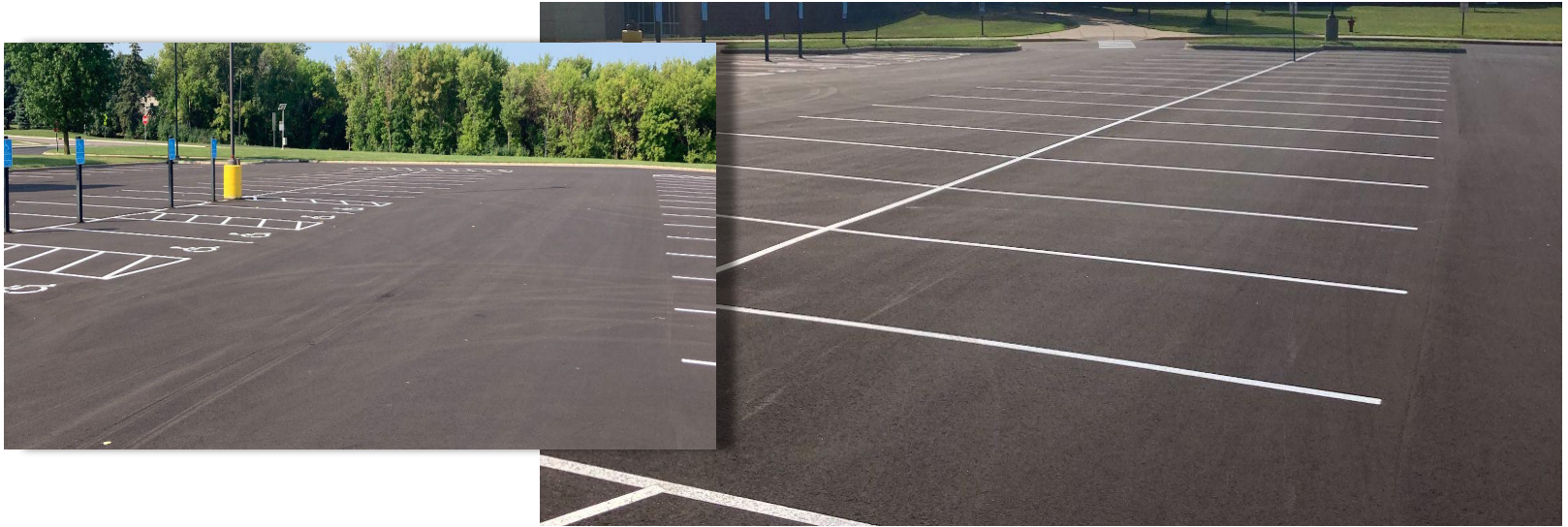
September 9, 2021

## Agenda

- Middle School Summer Projects
- Diamondhead Education Center Summer Projects
- Elementary School Summer Projects

## Eagle Ridge Middle School

- Bituminous reconstruction at main entry lot



## Eagle Ridge Middle School

- Locker rooms remodel:
  - New floors, LED lighting, showers and lockers



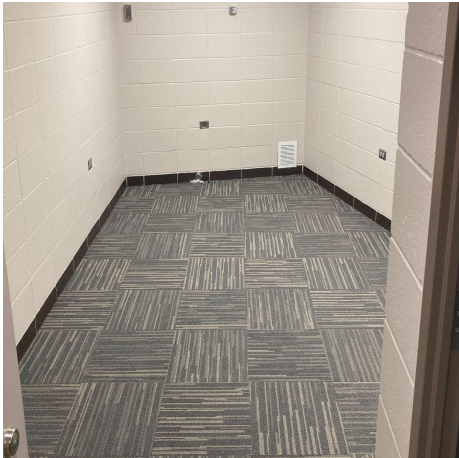
## Eagle Ridge Middle School

- Resurfaced main gym
- Exterior caulking and sealing
- Replaced all interior doors



## Nicollet Middle School

- Reconstruction of areas to create new learning spaces



## Nicollet Middle School

- Exterior caulking and sealing
- Added two hydration stations
- Updated two restrooms



## Diamondhead Education Center

- Created new entry point for BEST students



## Diamondhead Education Center

- Updates to learning spaces for BEST students:
  - Dedicated programming areas
  - Restrooms
  - Casework
  - Flooring
  - Hallways
  - Lockers



## Diamondhead Education Center

- Office spaces modified for BEST staff
- Storage added for multiple departments



## Edward Neill Elementary

- Exterior painting and repairs
- Entryway flooring replaced
- Door security updates



## Harriet Bishop Elementary

- Added two restrooms to meet the needs of Voluntary Pre-Kindergarten (VPK) and Special Education students



## Harriet Bishop Elementary

- Casework updates to these spaces
- Bottle fill station added
- ADA (American Disabilities Act) opener added to main student entry



## Gideon Pond Elementary

- Replaced interior doors
- Replaced deteriorated piping
- Dishwasher replacement
- New walk-in freezer flooring
- New art room casework



## Gideon Pond & Vista View Elementary

- Replaced all rooftop skylights



## Rahn Elementary

- Sidewalk/curb repairs and re-striping



Thank you!



**Agenda III.B.  
September 9, 2021**

**To:** Board of Education  
**From:** Dr. Theresa Battle, superintendent  
**Date:** September 2, 2021  
**Re:** Report about the First Day of School

Receive a report about the First Day of School from Dr. Theresa Battle, superintendent.



**Agenda III.C.  
September 9, 2021**

**To:** Board of Education  
**From:** Dr. Theresa Battle, superintendent  
**Date:** September 2, 2021  
**Re:** Update about District 191's Efforts to Implement COVID-19 Related Educational and Public Health Guidance Issued by the MDE and the MDH

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 from Dr. Theresa Battle, superintendent.



## Health and Safety

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September 9, 2021

Presenter: Dr. Theresa Battle, Superintendent

# Agenda

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## Goal: In person learning in the safest way possible.

- COVID Data
- District 191 Prevention Measures
- Best Practice for COVID-19 Mitigation

# Your Role using BEST PRACTICES

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Take Responsibility

Rely on Each Other

Utilize your Knowledge

Supportive Leadership

Think it Through

# Level of Transmission

Levels of Transmission	Low	Moderate	Substantial	High
Total new cases per 100,000 persons in the past 7 days	0-9	10-49	50-99	Greater or equal to 100
Percentage of NAATS that are positive during the past 7 days	<5.0%	5.0% - 7.9%	8.0% - 9.9%	Greater or equal to 10.0%

(NAATS stands for Nucleic Acid Amplification Test)

# Requirements

## Center of Disease Control (CDC) Requirements

- All people are required to wear face coverings on all public transportation conveyances (airports, public buses, etc.), including school buses.
- All Positive COVID-19 cases are Reportable to MDH.

## District 191 Requirement

- Masks requirement for all students over the age of 3, staff and visitors

# Comprehensive Prevention Plan

## Communicable Illness Plan

- Evidence shows when prevention strategies are layered and implemented with fidelity, transmission within schools can be limited.
- COVID-19 transmission, input from Public Health and vaccination status of the population are important data points to monitor.

# Preventive Mitigation Strategies

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Guidance continues to recommend masking and physical distancing as key prevention strategies

- Cohorting (classes or sub-groups in a class)
- Ventilation
- Cleaning and disinfection
- Hand washing and respiratory etiquette
- Staying home when sick and getting tested
- Saliva Screening

# Physical Distancing

# Cohorting/Grouping

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- Maximize space
  - Close Contact Exception:  
No quarantine recommended for students who were more than 3 feet from the COVID-19 positive student and both were wearing a mask.
  - Consider additional mitigation strategies
- Limiting the number of people in contact with each other
  - Keep students in the same cohort/group as possible
  - Stagger transition and start times to minimize crowding.

COVID-19 virus is mainly spread by respiratory droplets.

- Continue routine disinfection of high-touch surfaces
- Handling Material = Hand Hygiene
- Soap and water cleaning for classroom

- Ventilation for minimizing COVID-19 transmission indoors.
- Building and ventilation protocols are in place
- Water fountain use permitted
- Promote water bottle usage

# Symptom Free Zone

- **Partnership is essential with staff, parents and the community.**
- Staying home when sick is important.
- Self Home Screening for students and staff.
- MDH Decision Tree used when symptoms are present.

# COVID Infection in a Household

32

## Considerations:

- Fully vaccinated people and those who have had COVID-19 infection within the past 90 days are NOT recommended to quarantine in most situations.
- A 14 day quarantine for unvaccinated household contacts of a Positive COVID-19 Infection.
- Consult with your healthcare provider and building health office staff if questions.

# Process for a Positive COVID Infection

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- All COVID-19 positives are reported to the Nurse.
- Case review and guidance with the District COVID Team.
- Case tracing for positive cases with notification of close contacts.
- Notification of positive case to the building community.
- Quarantine option for identified close contacts not within the household may be individualized.

# Screening for Staff

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Screening identifies infected persons without symptoms who may be contagious.

- Weekly Vault Zoom available for Staff

## Testing- Staff and Students

Testing for individuals who become sick during the school day.

- Community partnerships being explored
- Resources provided for community testing sites

# Future Decisions and Guidance

Requirements and recommendations are subject to change based on:

- Levels of Community Transmission
- Number of positive COVID-19 case investigations in district
- Guidance from
  - Scott and Dakota County
  - State and federal health officials
  - One91 COVID Advisory Team
  - One91 School Board



**Agenda III.D.  
September 9, 2021**

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

**From:** Zoe Olson, student representative to the school board

**Date:** September 2, 2021

**Re:** Student Representative Report

Receive a report from Zoe Olson, student representative.



**Agenda III.E.  
September 9, 2021**

**To:** Board of Education  
**From:** Dr. Theresa Battle, superintendent  
**Date:** September 1, 2021  
**Re:** Superintendent Report

Receive a report from Dr. Theresa Battle, superintendent.



**Agenda III.F.  
September 9, 2021**

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

**From:** Board Chair

**Date:** September 2, 2021

**Re:** Board Member Reports

Receive reports from board members.

School Board Minutes  
 INDEPENDENT SCHOOL DISTRICT 191  
 August 26, 2021

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

Directors Alt, Chester, Conner, Hume, Werb and Miller were present. Said was absent. Superintendent Battle, administrators, staff and members of the public were also present. Attendance

Miller welcomed the public and asked Chester to lead the Pledge of Allegiance. Pledge

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

Received a report about Summer School from Jason Sellars, director of community education. Reports

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 from Dr. Theresa Battle, superintendent.

Received committee reports from Chester on behalf of the Legislative Committee and ISD 917, Werb reported about the Benefits Committee, , Alt reported on behalf of the Policy Review Committee and the Negotiations Committee, and Hume reported about Burnsville High School Hall of Fame.

Moved by Werb, seconded by Hume, to approve the consent agenda. Consent Agenda  
 -Approve minutes of the August 12, 2021, special meeting. Minutes  
 -Approve personnel recommendations for Abigail Adkins, Alex Buddington, Personnel

Alexandra Bain, Brent Abbott, Daniel Gieski, Erin Hauer, Inga Kammuller, Jessica Maule, Kaitlin Cantolla, Kathleen Mulvihill, Kristin Hollingsworth, Laken Meyer, Landen Parkin, Mary Heller, Molly Romano, Quincy Voris, Rachel Christenson, Rebecca Bang, Rebecca Pederson, Tara Goff, Tessa Nosser, Anna Mundy, Linda Hey, Mark Gonnella, Michael Roiger, Sacdiyo Abdullahi, Jayden Johnson, Nicole Soley, Courtney Mauser, Jolene Kump, Zarghona Wahidi, Sara Berge, Abbigail Soderholm, Bethany Van Osdel, Bethany Voth, Christine Evans, Eric Hoffman, Esther Anderson, Frances Becquer, Hayat Abdilahi, Jaclyn Schmeichel, Lauren Kibler, Linda Austin, Lizette LaDuke, Malika Mohamed, Mark Van Der Woude, MaryLou Dundon, Monica Vraa, Nicholas Wolf, Olga Hernandez, Quincy Voris, Trudy Bliese, Yannick Ford, and Sarah Burrill.

-Adopt a resolution to approve and accept donations as presented. Donations  
 -Approve May payroll checks in the net amount of \$3,866,728.10. Checks, claims,

May claims to date, wire transfers and adjustments totaling \$6,570,303.41. Also, that the Board accepts May receipts of \$21,964,309.51 and investments for the General Fund, 2015A School Building Bonds, and OPEB of \$70,307,394.80 as of May 31, 2021.

- Accept the Budget Analysis for the month ending May 31, 2021.
  - Receive a Report about the Listening Session on August 12, 2021 from Dr. Theresa Battle. Superintendent.
  - Approve, on a second reading basis, changes to Policies 503: Student Attendance, 609.5: Intra-District Transfers (Variance Policy), and 516: Student Medication.
- The motion carried unanimously (6, 0).

receipts and investments

Budget Analysis  
Listening Session

Policy

Moved by Hume, seconded by Alt, to approve the 2021-2022 BHS Student Activity Handbook. The motion carried after discussion (6, 0).

BHS Student  
Activity Handbook

Moved by Chester, seconded by Conner, to approves the said rates of pay for the 2021-2022 school year. The motion carried after discussion (6, 0).

Casual Rates of  
Pay

Moved by Alt, seconded by Werb, to approves for the 2021-2022 school year, the proposed programming priorities and staffing retention protections and their qualifying criteria in the following areas:

Board Priorities

PROGRAMMING PRIORITIES AND STAFFING RETENTION PROTECTIONS	QUALIFYING CRITERIA
Retain the staff, at their 2021-2022 total FTE, who teach Chef 2, Chef 3, and Hospitality Internship (Culinary Pathway) courses that are approved by the site administrator for the 2022-2023 school year schedule.	Current MN teaching license, vocational license, SafeSchools certified, ProStart trained, credentialed by partnering post-secondary institution for the 2022-2023 school year schedule.
Retain the staff, at their 2021-2022 total FTE, who teach Project Lead the Way (PLTW + Engineering Pathway) courses that are approved by the site administrator for the 2022-2023 school year schedule.	Current MN teaching license in the areas under STEM and specialized PLTW certification for the 2022-2023 school year schedule.
Retain the staff, at their 2021-2022 total FTE, who teach Concurrent Enrollment courses that are approved by the site administrator for the 2022-2023 school year schedule.	Current MN teaching license, additional post-graduate education, and credentialed by partnering post-secondary institution for the 2022-2023 school year schedule.
Retain the staff, at their 2021-2022 total FTE, who teach Healthcare	Current MN teaching license, meet all requirements of MDE and MDH,

Core, Nursing Assistant, and EMT (Healthcare Pathway) courses that are approved by the site administrator for the 2022-2023 school year schedule.	and credentialed by partnering post-secondary institution for the 2022-2023 school year schedule.
Retain the staff, at their 2021-2022 total FTE, who teach CTE Eligible courses that are approved by the site administrator for the 2022-2023 school year schedule.	Current MN teaching license and CTE license for the 2021-2022 school year schedule.
Retain the staff, at their 2021-2022 total FTE, who teach Education Pathway courses that are approved by the site administrator for the 2022-2023 school year schedule.	Current MN teaching license, post-graduate coursework, training in the Pathways2Teaching program with Dr. Bianco through University of Colorado - Denver, credentialed by partnering post-secondary institution for the 2022-2023 school year schedule.
Retain the staff, at their 2021-2022 total FTE, who teach AP Computer Science, Mobile CS Principles, AP Mobile CS Principles, Computer Applications (IT Pathway) courses that are approved by the site administrator for the 2022-2023 school year schedule.	Current MN teaching license and documented training in the specific area of computer science and programming, credentialed by partnering post-secondary institution for the 2022-2023 school year schedule.
Retain the staff, at their 2021-2022 total FTE, who teach Welding/Autobody, Intro to Consumer Auto, Advanced Auto/Vehicle Services (Automotive Pathway) courses that are approved by the site administrator for the 2022-2023 school year schedule.	Current MN teaching license and specific training, Automotive Service Excellence (ASE) certified, credentialed by partnering post-secondary institution for the 2022-2023 school year schedule.
Retain the staff, at their 2021-2022 total FTE, who teach Construction Trades I and II (Construction Pathway) courses that are approved by the site administrator for the 2022-2023 school year schedule.	Current MN teaching license and credentialed by partnering post-secondary institution for the 2022-2023 school year schedule.
Retain the staff, at their 2021-2022 total FTE, who are TOSA's identified as Deans that are approved by the site administrator for the 2022-2023 school year	Current MN K-12 Principal or Secondary Principal license and 3 years of building level Dean experience during the 2022-2023 school year schedule.

staffing.

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

The meeting adjourned at 7:36 p.m.

Adjourn

Scott Hume, clerk

September 9, 2021  
Date approved

DRAFT

**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: September 9th, 2021 Final

RE: Recommended Personnel Changes

CLASSIFICATION	ACTION	POSITION CONTROL	NAME	FINAL	LOCATION	POSITION	EFFECTIVE DATE
Certified	Appointment		Alexander VanHorn		Harriet Bishop Elementary	Teacher	8/30/2021
Certified	Appointment		Elizabeth Bennett		Community Education	Teacher	8/30/2021
Certified	Appointment		Jennifer Tandberg		Burnsville High School	Teacher	9/8/2021
Certified	Appointment		Jonathan Haupt		Burnsville High School	Teacher	8/24/2021
Certified	Appointment		Khadija Moukrim		Burnsville High School	Teacher	9/8/2021
Certified	Appointment		Laura Franklin		Edward Neill Elementary	Teacher	8/24/2021
Certified	Appointment		Quincy Voris		Nicollet Middle School	Teacher	8/24/2021
Certified	Appointment		Renee Mauroy		Diamondhead Education Center	Teacher	8/23/2021
Certified	Appointment		Samuel Gaylord		Vista View Elementary School	Teacher	8/24/2021
Certified	Change of Assignment		Emma Martin		District-wide	Teacher	9/2/2021
Certified	Change of Assignment		Jordan Taylor		Community Education	Teacher	9/2/2021
Certified	Change of Assignment		Vicki Spielers		Community Education	Teacher	9/2/2021
Certified	Leave of Absence		Andrea Traetow		Gideon Pond Elementary	Teacher	9/17/2021-10/8/2021 UPDA
Certified	Leave of Absence		Bonnie Tranby		Edward Neill Elementary	Teacher	2021-2022 School Year
Certified	Leave of Absence		Kristen Van Hoorn		Nicollet Middle School	Teacher	9/14/2021-11/12/2021
Certified	Leave of Absence		Mary Trisko		Vista View Elementary School	Teacher	10/5/2021-11/15/2021
Certified	Resignation		Bridget Serig		Burnsville High School	Teacher	9/2/2021
Certified	Resignation		Bridget Serig		Burnsville High School	PROUD Advisor	2021-2022 School Year
Certified	Resignation		Jessica Dippel		Nicollet Middle School	Teacher	8/23/2021
Certified	Resignation		Stephanie White		Diamondhead Education Center	Director of Special Education	10/1/2021
Classified	Appointment		Amber Christman		Rahn Elementary School	Educational Assistant	8/30/2021
Classified	Appointment		Angela Scott		Vista View Elementary School	Educational Assistant	8/30/2021
Classified	Appointment		Brandon Lowe		Diamondhead Education Center	SISA Coordinator	9/7/2021
Classified	Appointment		Carolyn Cherry		Diamondhead Education Center	Special Education Supervisor	9/13/2021
Classified	Appointment		Chelsea Kukacka		Burnsville Alternative High School	Educational Assistant	9/8/2021
Classified	Appointment		Donna Impola		Rahn Elementary School	Food Service Associate	9/8/2021
Classified	Appointment		Lisbet Ochoa Herrera		Hidden Valley Elementary	Educational Assistant	8/30/2021
Classified	Appointment		Lynelle Hovde		Community Education	Coordinator 2	8/30/2021
Classified	Appointment		Marcy Kimball		Diamondhead Education Center	Educational Assistant	8/30/2021
Classified	Appointment		Melissa Watson		Rahn Elementary School	Coordinator 2	8/30/2021
Classified	Appointment		Michaeline Torres-Busch		Rahn Elementary School	Educational Assistant	8/30/2021
Classified	Appointment		Misbah Hirani		Sky Oaks Elementary School	Coordinator 2	8/30/2021
Classified	Appointment		Molly Polding		Edward Neill Elementary	Educational Assistant	9/8/2021
Classified	Appointment		Quentina Dunbar		Burnsville High School	Dean	8/30/2021
Classified	Appointment		Rahmo Omar		Harriet Bishop Elementary	Educational Assistant	8/30/2021
Classified	Appointment		Shelly Kowalski		WM. Byrne Elementary School	Educational Assistant	8/30/2021
Classified	Appointment		Thanaa Nassar		Eagle Ridge Middle School	Educational Assistant	8/30/2021
Classified	Change of Assignment		Rosa Davila		Harriet Bishop Elementary	Food Service Associate	9/1/2021
Classified	Leave of Absence		Ryan Kolumbus		Burnsville High School	Educational Assistant	9/8/2021-12/23/2021
Classified	Resignation		Emily Boche		WM. Byrne Elementary School	Educational Assistant	8/15/2021
Classified	Resignation		Hafsa Hassan		Edward Neill Elementary	Educational Assistant	8/28/2021
Classified	Resignation		Kimberly Depies		ECSE Center	Educational Assistant	8/26/2021
Classified	Resignation		Margaret Simmons		Hidden Valley Elementary	Educational Assistant	8/30/2021
Classified	Resignation		Zeynah Abdulrazak		District-wide	Cultural Liaison	8/31/2021



**Agenda IV.A.3.  
September 9, 2021**

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

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

**Date:** September 3, 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 September 9, 2021.

\_\_\_\_\_  
Clerk – Board of Education

Date	Donor	Recipient	Terms	Donation
8/13/2021	Anonymous	Food & Nutrition Services	Student Negative Balance accounts	\$55.35
8/20/2021	Lisa Raley in honor of her son's memory.	District 191	School Supplies	In-Kind (goods or services)

**Total monetary donation received: \$55.35**



**Agenda IV.A.4  
Sept 9, 2021**

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

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

**Date: August 26, 2021**

**Re: June Payroll, Claims and Receipts**

**Recommendation:** That the Board approves June payroll checks in the net amount of \$4,686,917.15. June claims to date, wire transfers and adjustments totaling \$7,840,680.07. Also, that the Board accepts June receipts of \$15,802,210.77 and investments for the General Fund, 2015A School Building Bonds, and OPEB of \$75,531,263.40 as of June 30, 2021.

June payroll, wire transfers, claims and receipts have been prepared under the direction of Tyler Dehne, Director of Finance, and are presented for approval by the School Board.

LKR/mw

**INDEPENDENT SCHOOL DISTRICT 191**  
**FINANCIAL REPORT**  
**June 2021**

**Cash Receipts**

Receipts	\$15,802,210.77
Miscellaneous Adjustments	

**TOTAL JUNE CASH RECEIVED**\$15,802,210.77**CASH DISBURSEMENTS**

June	
Payroll	\$4,686,917.15

A/P

June Claims	Checks	480922-481224	\$1,989,954.81
	Capital One	6000000412-6000000435	\$38,079.07
	ACH-Vendor&Emp	9000002210-9000002268	\$59,202.10
	Fund 26	0	\$0.00

June A/P Wires+P-card+Fleet card	\$5,747,526.28
June Bank Fees	\$5,917.81

**TOTAL JUNE CASH DISBURSED**\$12,527,597.22**TOTAL TO BE APPROVED**\$12,527,597.22

	<u>Money Market</u>	<u>(Original Cost)</u> <u>Investments</u>	<u>6/30/2021</u>
GENERAL FUND	\$34,011,925.66	\$27,098,208.29	\$61,110,133.95
OPEB	\$375,116.11	\$6,829,150.00	\$7,204,266.11
OPEB EQUITY INV THROUGH APRIL 30, 2021	\$17,753.58	\$5,664,173.90	\$5,681,927.48
2015A SCHOOL BUILDING BONDS	\$1,534,935.86	\$0.00	\$1,534,935.86
	<u>\$35,939,731.21</u>	<u>\$39,591,532.19</u>	<u>\$75,531,263.40</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: 06/30/21

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	06/30/21	06/30/21	PMA SECURITIES SYNDICATE (PMAS)	\$10,146,501.29	\$10,146,501.29	
MM					Investment Shares Portfolio	\$34,011,925.66	\$34,011,925.66	
SDA					Savings Deposit Account - BELL BANK	\$12,501,507.00	\$12,501,507.00	
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
CD	289647	1	05/10/21	05/10/22	WESTERN ALLIANCE BANK / TORREY PINES BANK	\$249,974.40	\$249,600.00	0.150
CD	289646	1	05/10/21	11/07/22	BANK 7	\$249,899.92	\$249,400.00	0.134
CD	289645	1	05/10/21	05/11/23	GREENSTATE CREDIT UNION	\$249,948.63	\$249,200.00	0.150
SEC	48342	1	05/14/21	05/15/23	BMW BANK NORTH AMERICA	\$249,000.00	\$249,000.00	0.130

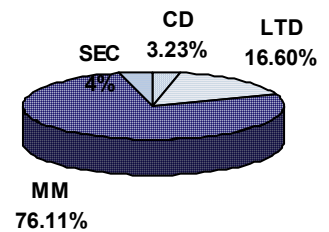
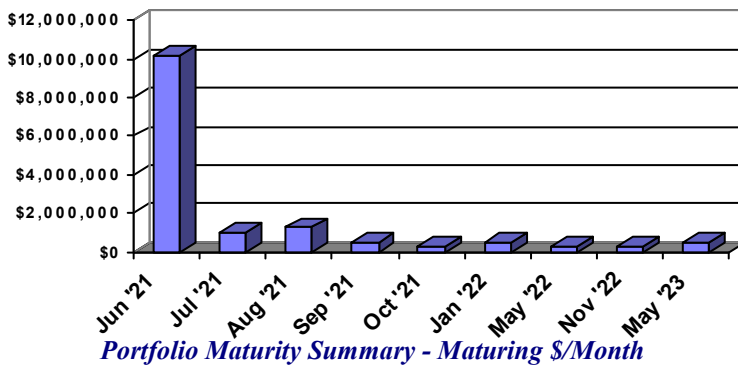
Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated only on the CD, CP, & SEC desk.

Total Amount --> **\$61,138,498.52**    **\$61,110,133.95**

Time and Dollar Weighted Portfolio Yield: **0.445 %**

Weighted Average Portfolio Maturity: **13.45 Days**

**MM: 76.11%**  
**CD's: 3.23%**  
**CP: 0.00%**  
**SEC: 4.06%**





# Total Portfolio Report CAR

As of: 06/30/21

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 / 2009 OPEB TRUST

3596

Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
MM					Investment Shares Portfolio	\$375,116.11	\$375,116.11	
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	48065	1	03/02/21	03/01/23	SAINT LOUIS CNTY	\$335,000.00	\$335,000.00	0.140
SEC	47613	1	01/08/21	08/01/23	SAN MARCOS ISD-REF	\$1,500,000.00	\$1,500,000.00	0.120
SEC	48075	1	03/09/21	08/15/23	SAN MARCOS CTFS OBLIG	\$295,000.00	\$295,000.00	0.110
SEC	48062	1	03/23/21	09/01/23	ROCK CO-TXBL-REF	\$1,000,000.00	\$998,050.00	0.130
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

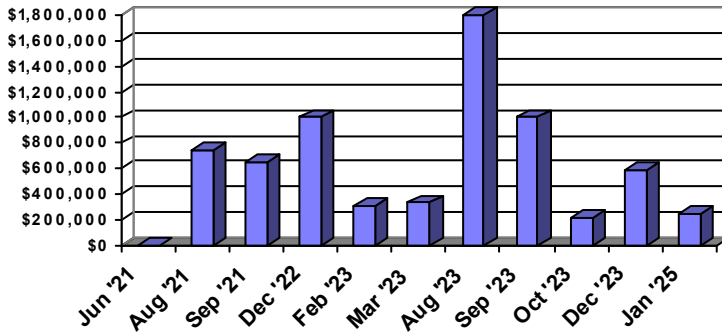
Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated only on the CD, CP, & SEC desk.

**Total Amount --> \$7,272,701.64 \$7,204,266.11**

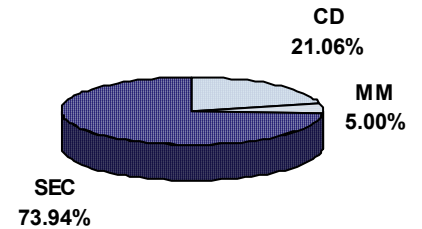
**Time and Dollar Weighted Portfolio Yield: 0.270 %**

**Weighted Average Portfolio Maturity: 576.51 Days**

**MM: 5.21%**  
**CD's: 21.95%**  
**CP: 0.00%**  
**SEC: 72.85%**



Portfolio Maturity Summary - Maturing \$/Month



Portfolio Allocation by Transaction Type



# Total Portfolio Report CAR

As of: 06/30/21

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 / 2015A BONDS

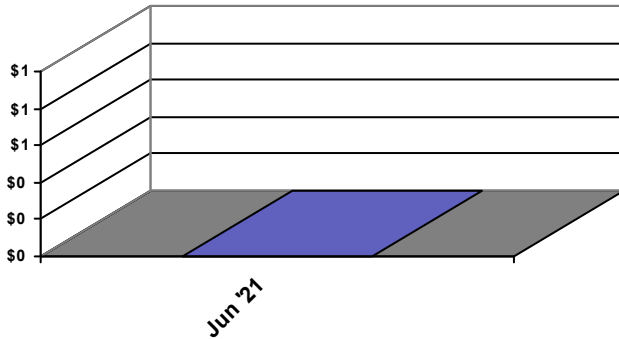
5762

Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
MM					Investment Shares Portfolio	\$1,534,935.86	\$1,534,935.86	
<b>Total Amount --&gt;</b>						<b>\$1,534,935.86</b>	<b>\$1,534,935.86</b>	

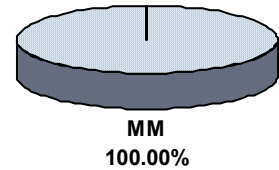
Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated only on the CD, CP, & SEC desk.

**Time and Dollar Weighted Portfolio Yield:** 0.000 %  
**Weighted Average Portfolio Maturity:** 0.00 Days

**MM:** 100.00%  
**CD's:** 0.00%  
**CP:** 0.00%  
**SEC:** 0.00%



Portfolio Maturity Summary - Maturing \$/Month



Portfolio Allocation by Transaction Type

## June 2021

### Wire Transfers

<b>Date</b>	<b>From</b>	<b>To</b>	<b>Amount</b>	<b>For</b>
06/01/2021	MSDLAF	Internal Revenue Service	699,927.91	5/31/21 Payroll - Federal Taxes
06/01/2021	MSDLAF	State of Minnesota	114,798.59	5/31/21 Payroll - State Taxes
06/01/2021	MSDLAF	State of Minnesota	1,667.20	5/31/21 Payroll - Child Support
06/01/2021	MSDLAF	TRA	360,076.51	5/31/21 Payroll - TRA
06/01/2021	MSDLAF	PERA	108,216.81	5/31/21 Payroll - PERA
06/01/2021	MSDLAF	Delta Dental	9,196.08	Dental Insurance
06/01/2021	MSDLAF	Teacher's Federal Credit Union	32,930.48	5/31/21 Payroll - Teacher's Dues
06/01/2021	MSDLAF	Preferred One	496,620.22	Health Insurance
06/02/2021	MSDLAF	Fairview	3,700.24	Clearscript/Fairview April Admin. Invoice
06/02/2021	MSDLAF	First Bank & Trust	191,816.09	5/31/21 Payroll - TSA Wire
06/03/2021	MSDLAF	Further	18,554.14	Medical Claims
06/03/2021	MSDLAF	Further	8,534.75	Flex Claims
06/07/2021	MSDLAF	Delta Dental	11,182.54	Dental Insurance
06/07/2021	MSDLAF	Preferred One	399,703.90	Health Insurance
06/08/2021	MSDLAF	Capital One Card	9,824.37	Capital One Virtual Card
06/09/2021	MSDLAF	Further	8,876.47	Flex Claims
06/09/2021	MSDLAF	Further	17,089.92	Medical Claims
06/10/2021	MSDLAF	Preferred One	136,378.60	Health Insurance

## June 2021

### Wire Transfers

Date	From	To	Amount	For
06/10/2021	MSDLAF	Healthy Savings	2,701.76	Healthy Savings Program
06/14/2021	MSDLAF	Preferred One	306,700.80	Health Insurance
06/14/2021	MSDLAF	Delta Dental	6,113.58	Dental Insurance
06/15/2021	MSDLAF	Capital One Card	6,879.27	Capital One Virtual Card
06/15/2021	MSDLAF	Teacher's Federal Credit Union	32,805.24	6/15/21 Payroll - Teacher's Dues
06/16/2021	MSDLAF	Internal Revenue Service	768,451.48	6/15/21 Payroll - Federal Taxes
06/16/2021	MSDLAF	State of Minnesota	126,859.54	6/15/21 Payroll - State Taxes
06/16/2021	MSDLAF	PERA	108,647.40	6/15/21 Payroll - PERA
06/16/2021	MSDLAF	TRA	402,172.10	6/15/21 Payroll - TRA
06/16/2021	MSDLAF	State of Minnesota	1,611.50	6/15/21 Payroll - Child Support
06/16/2021	MSDLAF	Further	27,212.49	Medical Claims
06/16/2021	MSDLAF	Further	14,323.79	Flex Claims
06/17/2021	MSDLAF	First Bank & Trust	223,384.48	6/15/21 Payroll - TSA Wire
06/18/2021	MSDLAF	Neopost	500.00	Postage
06/21/2021	MSDLAF	Preferred One	522,880.75	Health Insurance
06/22/2021	MSDLAF	Delta Dental	11,010.37	Dental Insurance
06/22/2021	MSDLAF	Delta Dental	4,699.45	Dental Insurance
06/23/2021	MSDLAF	MN Department of	140.00	June Sales Tax

## June 2021

### Wire Transfers

<b>Date</b>	<b>From</b>	<b>To</b>	<b>Amount</b>	<b>For</b>
06/23/2021	MSDLAF	Further	30,437.86	Medical Claims
06/23/2021	MSDLAF	Further	15,642.55	Flex Claims
06/24/2021	MSDLAF	Capital One Card	12,241.19	Capital One Virtual Card
06/28/2021	MSDLAF	Delta Dental	14,538.65	Dental Insurance
06/28/2021	MSDLAF	Preferred One	329,242.84	Health Insurance
06/29/2021	MSDLAF	Fairview	4,118.52	Clearscript/Fairview May Admin. Invoice
06/29/2021	MSDLAF	Capital One Card	9,134.24	Capital One Virtual Card
06/30/2021	MSDLAF	Further	30,636.43	Medical Claims
06/30/2021	MSDLAF	Further	13,664.45	Flex Claims

## AP Check Register

AP Run: 20210604 AP — Post Date: 2021-06-04 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
06/04/2021	480922	Check	A.J. Moore Electric Inc	928491	2 AP8845	4,449.05
06/04/2021	480923	Check	Ali, Salma	930217	2 AP8845	180.00
06/04/2021	480924	Check	American Band Accessories LLC	904564	2 AP8845	1,039.95
06/04/2021	480925	Check	Anderson, Julie	929921	2 AP8845	267.00
06/04/2021	480926	Check	Apadana LLC	930273	2 AP8845	620.00
06/04/2021	480927	Check	Arnold, LeMisha	500629	2 AP8845	6.25
06/04/2021	480928	Check	Asfaha, Selam	930437	2 AP8845	60.00
06/04/2021	480929	Check	Aspen Equipment Co	905941	2 AP8845	73,740.00
06/04/2021	480930	Check	Beckett, Belvadine	500634	2 AP8845	30.10
06/04/2021	480931	Check	Berger, Joseph	500392	2 AP8845	31.25
06/04/2021	480932	Check	Beyene, Lulu	500635	2 AP8845	16.61
06/04/2021	480933	Check	Bix Produce Company	900477	2 AP8845	2,024.28
06/04/2021	480934	Check	Burnsville Lions Club	924379	2 AP8845	60.00
06/04/2021	480935	Check	Campbell, Calvin	930436	2 AP8845	300.00
06/04/2021	480936	Check	Carbones Pizza	925885	2 AP8845	117.03
06/04/2021	480937	Check	Carlson, Angela	500625	2 AP8845	19.20
06/04/2021	480938	Check	Cengage Learning	903622-1	2 AP8845	18,333.00
06/04/2021	480939	Check	Christy, Danielle H	014966	2 AP8845	90.50
06/04/2021	480940	Check	Comcast	923547	2 AP8845	59.70
06/04/2021	480941	Check	Conquer Ninja Athletics	929462-2	2 AP8845	700.00

## AP Check Register

AP Run: 20210604 AP — Post Date: 2021-06-04 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
06/04/2021	480942	Check	Dalco	904186-1	2 AP8845	2,292.16
06/04/2021	480943	Check	Dawes, Annie	500626	2 AP8845	18.30
06/04/2021	480944	Check	Dearly, Jerry M	929482	2 AP8845	2,000.00
06/04/2021	480945	Check	Dewald, Rina C	920524	2 AP8845	180.00
06/04/2021	480946	Check	Ecolab	908846-2	2 AP8845	1,463.76
06/04/2021	480947	Check	Electro Watchman Inc	901078	2 AP8845	2,165.30
06/04/2021	480948	Check	Ellevation Inc	929273-1	2 AP8845	63,893.72
06/04/2021	480949	Check	Fastenal	923054-1	2 AP8845	21.30
06/04/2021	480950	Check	Frank, Anthony Lee	930433	2 AP8845	300.00
06/04/2021	480951	Check	Grandberry, Linisha	500643	2 AP8845	148.50
06/04/2021	480952	Check	GreatAmerica Financial Services	929729	2 AP8845	395.00
06/04/2021	480953	Check	Hamilton, Rebecca	500640	2 AP8845	35.00
06/04/2021	480954	Check	Headway Emotional Health Services	927811	2 AP8845	25,750.00
06/04/2021	480955	Check	J&R School Supplies Inc	901994	2 AP8845	149.00
06/04/2021	480956	Check	Kennedy and Graven Chartered	908356	2 AP8845	4,396.60
06/04/2021	480957	Check	Kent, Patti	500633	2 AP8845	49.30
06/04/2021	480958	Check	Lakeville Trophy	908857	2 AP8845	81.39
06/04/2021	480959	Check	LaMotte, Kelly	500627	2 AP8845	45.35
06/04/2021	480960	Check	Lindback, Cynthia	500641	2 AP8845	73.00
06/04/2021	480961	Check	Mid City Services	930092	2 AP8845	215.00

## AP Check Register

AP Run: 20210604 AP — Post Date: 2021-06-04 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
06/04/2021	480962	Check	Miller, Paulette	500637	2 AP8845	4.45
06/04/2021	480963	Check	Moats, Catherine	500632	2 AP8845	38.10
06/04/2021	480964	Check	Morelli, Courtney	500631	2 AP8845	16.10
06/04/2021	480965	Check	Mousseau, Joseph	930435	2 AP8845	300.00
06/04/2021	480966	Check	Mulder, Amy L	019001	2 AP8845	26.20
06/04/2021	480967	Check	Naseema Omer LLC	930381	2 AP8845	27.50
06/04/2021	480968	Check	National Association of School Nurses (NASN)	906265	2 AP8845	150.00
06/04/2021	480969	Check	National Treasure Kung Fu Inc	904476	2 AP8845	912.13
06/04/2021	480970	Check	Norcostco Inc	902765	2 AP8845	64.55
06/04/2021	480971	Check	Nyman, Michelle	500624	2 AP8845	15.00
06/04/2021	480972	Check	Oehler, Chad	500642	2 AP8845	133.45
06/04/2021	480973	Check	Office of MNIT Services	906477	2 AP8845	3,299.86
06/04/2021	480974	Check	Orkin Commercial Services	926086	2 AP8845	1,301.00
06/04/2021	480975	Check	Paragon Visual, LLC	930399	2 AP8845	541.80
06/04/2021	480976	Check	Per Mar Security Services	930354	2 AP8845	1,211.26
06/04/2021	480977	Check	Perez, Melissa M	924879	2 AP8845	720.00
06/04/2021	480978	Check	PPG Architectural Finishes	901709	2 AP8845	92.34
06/04/2021	480979	Check	Professional Wireless Communications	924681	2 AP8845	2,645.60
06/04/2021	480980	Check	Prondzinski, Mark	500639	2 AP8845	14.00
06/04/2021	480981	Check	Quinn, Melissa	500636	2 AP8845	10.70

## AP Check Register

AP Run: 20210604 AP — Post Date: 2021-06-04 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
06/04/2021	480982	Check	Reliastar Life Insurance Company	920099-4	2 AP8845	2,357.02
06/04/2021	480983	Check	Reliastar Life Insurance Company	920099-3	2 AP8845	3,874.10
06/04/2021	480984	Check	Reliastar Life Insurance Company	920099-2	2 AP8845	3,015.28
06/04/2021	480985	Check	Rock Hard Landscape Supply	928528	2 AP8845	375.00
06/04/2021	480986	Check	Ryan Mechanical Inc	923241	2 AP8845	7,740.00
06/04/2021	480987	Check	Sao, Ailyna	500623	2 AP8845	16.85
06/04/2021	480988	Check	Savchuk, Elena	500628	2 AP8845	59.54
06/04/2021	480989	Check	Schmitt Music	903532	2 AP8845	200.44
06/04/2021	480990	Check	Schreyer, Anton	930438	2 AP8845	81.00
06/04/2021	480991	Check	Sosa, Anna	500630	2 AP8845	17.70
06/04/2021	480992	Check	St Paul Beverage Solutions, LLC	930156	2 AP8845	3,163.03
06/04/2021	480993	Check	Storch, Stephan	500638	2 AP8845	50.80
06/04/2021	480994	Check	Sunbelt Staffing LLC	930344	2 AP8845	3,590.00
06/04/2021	480995	Check	Taylor, Cole	930427	2 AP8845	500.00
06/04/2021	480996	Check	Teachers On Call	929847	2 AP8845	26,277.21
06/04/2021	480997	Check	The Hartford	924486	2 AP8845	37,815.53
06/04/2021	480998	Check	T-Mobile	929345	2 AP8845	2,863.93
06/04/2021	480999	Check	TriMark	925854	2 AP8845	18,249.90
06/04/2021	481000	Check	Tri-State Bobcat	924444	2 AP8845	33,337.67
06/04/2021	481001	Check	Upper Lakes Foods Inc	929826	2 AP8845	16,401.18

## AP Check Register

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AP Run: 20210604 AP --- Post Date: 2021-06-04 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
<b>Total:</b>						<b>\$377,326.82</b>

### 20210604 AP Summary

Type	Count	Amount
Regular	80	377,326.82
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
<b>Total:</b>	<b>80</b>	<b>\$377,326.82</b>

## AP Check Register

AP Run: 20210611 AP — Post Date: 2021-06-11 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
06/11/2021	481002	Check	Adaptive Skippy LLC	930393	2 AP8845	149.00
06/11/2021	481003	Check	Advanced Imaging Solutions	928551-1	2 AP8845	7,397.05
06/11/2021	481004	Check	Afrah, Amina	929909	2 AP8845	60.00
06/11/2021	481005	Check	Aramark	901365	2 AP8845	711.28
06/11/2021	481006	Check	Aramark Refreshment Services	900428	2 AP8845	162.42
06/11/2021	481007	Check	Bormann, Lisa	500020	2 AP8845	969.83
06/11/2021	481008	Check	Bova, Edward	908473	2 AP8845	80.00
06/11/2021	481009	Check	Carrier Corporation	900707-1	2 AP8845	2,440.00
06/11/2021	481010	Check	Carter, Matt	929379	2 AP8845	80.00
06/11/2021	481011	Check	Centurylink	902781	2 AP8845	266.02
06/11/2021	481012	Check	City of Burnsville - Utilities	904226	2 AP8845	13,204.07
06/11/2021	481013	Check	City of Eagan - Utilities	901002	2 AP8845	3,903.78
06/11/2021	481014	Check	City of Savage - Utilities	909588	2 AP8845	4,572.46
06/11/2021	481015	Check	Commercial Kitchen Services	927640	2 AP8845	125.00
06/11/2021	481016	Check	Cory, Brent	924816	2 AP8845	750.00
06/11/2021	481017	Check	Cottens NAPA Main Office	929846	2 AP8845	213.53
06/11/2021	481018	Check	Dakota Electric Association	900809	2 AP8845	54,947.43
06/11/2021	481019	Check	Dalco	904186-1	2 AP8845	1,649.12
06/11/2021	481020	Check	Dewald, Rina C	920524	2 AP8845	360.00
06/11/2021	481021	Check	Dialog One LLC	927732	2 AP8845	1,309.75

## AP Check Register

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AP Run: 20210611 AP — Post Date: 2021-06-11 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
06/11/2021	481022	Check	Dick's/Lakeville Sanitation Inc	900641	2 AP8845	7,143.20
06/11/2021	481023	Check	ECM Publishers Inc	909272	2 AP8845	266.65
06/11/2021	481024	Check	Elyea-Wheeler, Kurt	929471	2 AP8845	72.00
06/11/2021	481025	Check	Fun & Friendship Club	905604	2 AP8845	453.16
06/11/2021	481026	Check	Gotham, Steve	905108	2 AP8845	72.00
06/11/2021	481027	Check	H&B Specialized Products Inc	901641	2 AP8845	1,736.90
06/11/2021	481028	Check	Heartland Tire, Inc.	930160	2 AP8845	248.60
06/11/2021	481029	Check	Heinemann Educational Books	901436-2	2 AP8845	6,297.69
06/11/2021	481030	Check	Hi Tech Refrigeration Inc	909046	2 AP8845	647.45
06/11/2021	481031	Check	Holcomb, Brad	921637	2 AP8845	80.00
06/11/2021	481032	Check	Intermediate School Dist 917	909327	2 AP8845	25,743.53
06/11/2021	481033	Check	International Gymnastics of MN LLC	926911	2 AP8845	4,694.40
06/11/2021	481034	Check	Inver Hills Community College	901029	2 AP8845	16,425.00
06/11/2021	481035	Check	J & D Trophy	904113	2 AP8845	45.20
06/11/2021	481036	Check	Johnson Controls Fire Protection LP	903587	2 AP8845	610.12
06/11/2021	481037	Check	Lindmeier, Thomas	930013	2 AP8845	180.00
06/11/2021	481038	Check	McGivern, Seamus	929455	2 AP8845	72.00
06/11/2021	481039	Check	Minnesota Energy Resources	903029	2 AP8845	1,173.70
06/11/2021	481040	Check	Minnesota Valley Electric Cooperative	907448	2 AP8845	15,320.94

## AP Check Register

AP Run: 20210611 AP — Post Date: 2021-06-11 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
06/11/2021	481041	Check	MTI Distributing Co	902544	2 AP8845	478.37
06/11/2021	481042	Check	Multilingual Word Inc	922324	2 AP8845	210.00
06/11/2021	481043	Check	National Association of School Nurses (NASN)	906265	2 AP8845	150.00
06/11/2021	481044	Check	Nelson, Kristi Kay	930378	2 AP8845	300.00
06/11/2021	481045	Check	Northern Tool & Equipment	902861-2	2 AP8845	204.19
06/11/2021	481046	Check	Perez, Melissa M	924879	2 AP8845	120.00
06/11/2021	481047	Check	Plaman, Brad	930416	2 AP8845	72.00
06/11/2021	481048	Check	Proforma	927076	2 AP8845	1,539.75
06/11/2021	481049	Check	Recon Auto Parts	929706	2 AP8845	41.09
06/11/2021	481050	Check	Rent N Save Portable Services	925729	2 AP8845	660.00
06/11/2021	481051	Check	Riverside Insights	931018	2 AP8845	364.83
06/11/2021	481052	Check	Ryan Mechanical Inc	923241	2 AP8845	21,690.00
06/11/2021	481053	Check	Second Harvest Heartland	928183	2 AP8845	1,527.16
06/11/2021	481054	Check	Shirt Werks & Promotionals Inc	907092	2 AP8845	254.25
06/11/2021	481055	Check	Sivongsay, Khambay	929231	2 AP8845	120.00
06/11/2021	481056	Check	Soccerchili	927209	2 AP8845	909.74
06/11/2021	481057	Check	St Paul Beverage Solutions, LLC	930156	2 AP8845	4,615.85
06/11/2021	481058	Check	Stengel, Randal	930429	2 AP8845	72.00
06/11/2021	481059	Check	Sunbelt Staffing LLC	930344	2 AP8845	3,590.00
06/11/2021	481060	Check	Teachers On Call	929847	2 AP8845	58,510.61

## AP Check Register

AP Run: 20210611 AP — Post Date: 2021-06-11 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
06/11/2021	481061	Check	Teamworks International Inc	924234	2 AP8845	312.50
06/11/2021	481062	Check	The Food Group	928651	2 AP8845	3,508.73
06/11/2021	481063	Check	Trophy Lawncare	926186	2 AP8845	18,360.00
06/11/2021	481064	Check	Upper Lakes Foods Inc	929826	2 AP8845	15,991.97
06/11/2021	481065	Check	W.V. Nelson Construction Corporation	921164	2 AP8845	980.00
06/11/2021	481066	Check	WordMasters LLC	908458	2 AP8845	6.00
06/11/2021	481067	Check	Xcel Energy	902776	2 AP8845	6,045.05
06/11/2021	481068	Check	Yo Re Mi	930439	2 AP8845	445.00
<b>Total:</b>						<b>\$315,712.37</b>

### 20210611 AP Summary

Type	Count	Amount
Regular	67	315,712.37
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
<b>Total:</b>	<b>67</b>	<b>\$315,712.37</b>

## AP Check Register

AP Run: 20210618 AP — Post Date: 2021-06-18 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
06/18/2021	481069	Check	AIM Electronics Inc	900017	2 AP8845	2,905.68
06/18/2021	481070	Check	Ali, Salma	930217	2 AP8845	60.00
06/18/2021	481071	Check	Association Of Clerical Employees	904895	2 AP8845	360.00
06/18/2021	481072	Check	AST Sports, Inc.	930321	2 AP8845	363.66
06/18/2021	481073	Check	Batteries + Bulbs	901253	2 AP8845	230.40
06/18/2021	481074	Check	BFW Publishing Group	930423	2 AP8845	13,276.78
06/18/2021	481075	Check	Bimbo Bakeries USA	902333-1	2 AP8845	847.18
06/18/2021	481076	Check	Boegeman, Patricia	500645	2 AP8845	39.00
06/18/2021	481077	Check	Bosholm, Kelli	500055	2 AP8845	256.77
06/18/2021	481078	Check	CESO Transportation LLC	930220	2 AP8845	15,607.53
06/18/2021	481079	Check	Church Offset Printing Inc	925513-1	2 AP8845	895.65
06/18/2021	481080	Check	Comcast	926565-1	2 AP8845	5,500.69
06/18/2021	481081	Check	Consolidated Communications	906231	2 AP8845	3,973.40
06/18/2021	481082	Check	Crayola Experience	929431-1	2 AP8845	9,363.48
06/18/2021	481083	Check	Dalco	904186-1	2 AP8845	1,429.53
06/18/2021	481084	Check	Dewald, Rina C	920524	2 AP8845	540.00
06/18/2021	481085	Check	Dialog One LLC	927732	2 AP8845	2,952.49
06/18/2021	481086	Check	Ecolab Food Safety Specialties	908846	2 AP8845	325.00
06/18/2021	481087	Check	Edhesive LLC	930078	2 AP8845	3,500.00
06/18/2021	481088	Check	Educators Benefit Consultants LLC	926262-1	2 AP8845	702.12

## AP Check Register

AP Run: 20210618 AP — Post Date: 2021-06-18 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
06/18/2021	481089	Check	Flaminio, Kathryn	924387	2 AP8845	1,820.00
06/18/2021	481090	Check	Foundation 191	928202	2 AP8845	206.90
06/18/2021	481091	Check	Gertens Wholesale	926647	2 AP8845	2,204.53
06/18/2021	481092	Check	H&B Specialized Products Inc	901641	2 AP8845	1,657.40
06/18/2021	481093	Check	Hartwig, Cyle	930446	2 AP8845	80.00
06/18/2021	481094	Check	Heikkila, Douglas	930445	2 AP8845	72.00
06/18/2021	481095	Check	Hesch, Thomas	930444	2 AP8845	72.00
06/18/2021	481096	Check	Horizon Commercial Pool Supply	904818	2 AP8845	1,008.38
06/18/2021	481097	Check	Houghton Mifflin Harcourt Publishing Co	928887	2 AP8845	58,915.74
06/18/2021	481098	Check	Hughes, Michael	930443	2 AP8845	80.00
06/18/2021	481099	Check	Ind School Dist 196	901394-3	2 AP8845	3,062.00
06/18/2021	481100	Check	Kalaur, Tatsiana	500647	2 AP8845	95.00
06/18/2021	481101	Check	Kelleher Helmrich and Associates Inc	908955	2 AP8845	523.75
06/18/2021	481102	Check	Larson, Tristen	500421	2 AP8845	31.25
06/18/2021	481103	Check	Lifetime Fitness	921553-3	2 AP8845	138.00
06/18/2021	481104	Check	Mauck and Son	930442	2 AP8845	243.00
06/18/2021	481105	Check	McDowall Comfort Management	930006	2 AP8845	906.00
06/18/2021	481106	Check	Medical Disposal Systems Inc	928496-1	2 AP8845	285.10
06/18/2021	481107	Check	Melchior, Don	500644	2 AP8845	48.00

## AP Check Register

AP Run: 20210618 AP — Post Date: 2021-06-18 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
06/18/2021	481108	Check	Mid City Services	930092	2 AP8845	97.00
06/18/2021	481109	Check	Miller-Hays, Julie A	019240	2 AP8845	19.80
06/18/2021	481110	Check	MN Dept of Labor and Industry	907914-2	2 AP8845	100.00
06/18/2021	481111	Check	Murray, Margaret E	012880	2 AP8845	28.44
06/18/2021	481112	Check	Nagel, Glenn	500327	2 AP8845	144.00
06/18/2021	481113	Check	Nuvera	902483	2 AP8845	186.03
06/18/2021	481114	Check	Palo, Jason	930441	2 AP8845	64.00
06/18/2021	481115	Check	Per Mar Security Services	930354	2 AP8845	277.50
06/18/2021	481116	Check	Perez, Melissa M	924879	2 AP8845	240.00
06/18/2021	481117	Check	Pro-Ed Inc	903073	2 AP8845	129.80
06/18/2021	481118	Check	Professional Wireless Communications	924681	2 AP8845	3,400.00
06/18/2021	481119	Check	Refresh Technologies	928946	2 AP8845	3,988.00
06/18/2021	481120	Check	Rocheleau-Schultheis, Landon G	930440	2 AP8845	72.00
06/18/2021	481121	Check	Rock Hard Landscape Supply	928528	2 AP8845	600.00
06/18/2021	481122	Check	Ryan Mechanical Inc	923241	2 AP8845	22,154.00
06/18/2021	481123	Check	Savvas Learning Company, LLC	930447	2 AP8845	9,674.64
06/18/2021	481124	Check	Schmitt & Sons - Contract	909331-2	2 AP8845	676,532.39
06/18/2021	481125	Check	Schmitt & Sons Inc	909331	2 AP8845	19,766.18
06/18/2021	481126	Check	Second Harvest Heartland	928183	2 AP8845	1,476.53
06/18/2021	481127	Check	Shred-it c/o Stericycle Inc	924465	2 AP8845	409.24

## AP Check Register

AP Run: 20210618 AP — Post Date: 2021-06-18 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
06/18/2021	481128	Check	SiteOne Landscape Supply LLC	930424	2 AP8845	219.99
06/18/2021	481129	Check	Special School District No 1	908893	2 AP8845	1,063.75
06/18/2021	481130	Check	St Paul Beverage Solutions, LLC	930156	2 AP8845	4,480.85
06/18/2021	481131	Check	Sunbelt Staffing LLC	930344	2 AP8845	3,118.81
06/18/2021	481132	Check	Tano, Jaclyn	930347	2 AP8845	70.00
06/18/2021	481133	Check	Teachers On Call	929847	2 AP8845	29,849.26
06/18/2021	481134	Check	The Trophy House Inc	903986	2 AP8845	222.20
06/18/2021	481135	Check	The Vernon Company	920019	2 AP8845	1,657.63
06/18/2021	481136	Check	Thomas Leonard	926710	2 AP8845	18,125.00
06/18/2021	481137	Check	Tian, Thomas	500646	2 AP8845	23.10
06/18/2021	481138	Check	Transportation Plus, Inc.	906215	2 AP8845	12.00
06/18/2021	481139	Check	Tri-State Bobcat	924444	2 AP8845	217.80
06/18/2021	481140	Check	Upper Lakes Foods Inc	929826	2 AP8845	16,845.70
06/18/2021	481141	Check	West Music Company	904435	2 AP8845	227.72
<b>Total:</b>						<b>\$950,071.77</b>

# AP Check Register

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AP Run: 20210618 AP --- Post Date: 2021-06-18 — 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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### 20210618 AP Summary

<u>Type</u>	<u>Count</u>	<u>Amount</u>
Regular	73	950,071.77
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
<b>Total:</b>	<b>73</b>	<b>\$950,071.77</b>

## AP Check Register

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AP Run: 20210625 AP — Post Date: 2021-06-25 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
06/25/2021	481142	Check	A.J. Moore Electric Inc	928491	2 AP8845	1,456.60
06/25/2021	481143	Check	Advanced Commercial Kitchens	930100	2 AP8845	1,407.38
06/25/2021	481144	Check	Anchor Solar Investments LLC	929704	2 AP8845	2,075.27
06/25/2021	481145	Check	Andring, Brandi	500654	2 AP8845	9.20
06/25/2021	481146	Check	Armstrong Torseth Skold & Rydeen Inc	926500	2 AP8845	771.34
06/25/2021	481147	Check	Barnes & Noble Inc	900386	2 AP8845	459.01
06/25/2021	481148	Check	Blackwell, Tiffany	500666	2 AP8845	172.00
06/25/2021	481149	Check	Bowar, Kristina	500658	2 AP8845	102.70
06/25/2021	481150	Check	Busch, Zachary	929511	2 AP8845	50.00
06/25/2021	481151	Check	Carlson, Elizabeth	500664	2 AP8845	40.00
06/25/2021	481152	Check	Centerpoint Energy	902519	2 AP8845	12,226.38
06/25/2021	481153	Check	College Board	900233-3	2 AP8845	24,813.00
06/25/2021	481154	Check	Cornell, Mark	926137	2 AP8845	128.00
06/25/2021	481155	Check	CST MN - BIN# 170065	929862	2 AP8845	84,311.98
06/25/2021	481156	Check	Cub Foods	900645-2	2 AP8845	67.11
06/25/2021	481157	Check	Dakota Electric Association	900809	2 AP8845	79,123.49
06/25/2021	481158	Check	Dalco	904186-1	2 AP8845	15,853.55
06/25/2021	481159	Check	Day, Jon	928071	2 AP8845	81.00
06/25/2021	481160	Check	Delegard Tool Company	922970	2 AP8845	703.91
06/25/2021	481161	Check	Ehlers	920802-1	2 AP8845	607.50

## AP Check Register

AP Run: 20210625 AP — Post Date: 2021-06-25 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
06/25/2021	481162	Check	Fairfield Glass & Window Inc	926949	2 AP8845	727.00
06/25/2021	481163	Check	Farber, Kathleen	500665	2 AP8845	29.00
06/25/2021	481164	Check	Feely, Barbara	500649	2 AP8845	67.35
06/25/2021	481165	Check	Frese, Tami	500087	2 AP8845	342.36
06/25/2021	481166	Check	Frontline Technologies Group LLC	928988-1	2 AP8845	1,670.00
06/25/2021	481167	Check	Geegan, Amy	500657	2 AP8845	5.65
06/25/2021	481168	Check	Global Communications Wiring & Services LLC	927736	2 AP8845	7,440.00
06/25/2021	481169	Check	Hays, Paige	500670	2 AP8845	204.40
06/25/2021	481170	Check	Helke, Denise	500669	2 AP8845	78.45
06/25/2021	481171	Check	Innovational Water Solutions, Inc.	930169	2 AP8845	5,418.00
06/25/2021	481172	Check	Isakson, Julie	500668	2 AP8845	40.70
06/25/2021	481173	Check	Jenstad, Anne	500663	2 AP8845	40.00
06/25/2021	481174	Check	Johnson, Scott	500648	2 AP8845	34.05
06/25/2021	481175	Check	Kennedy and Graven Chartered	908356	2 AP8845	471.80
06/25/2021	481176	Check	Krzmarzick, Jeanne	500652	2 AP8845	56.85
06/25/2021	481177	Check	Lakeshore Learning Materials	902203	2 AP8845	633.80
06/25/2021	481178	Check	Lavan Floor Covering Co	902319	2 AP8845	450.00
06/25/2021	481179	Check	LeGrand, Heather	500661	2 AP8845	74.35
06/25/2021	481180	Check	Lutz, Cindy	500660	2 AP8845	149.20

## AP Check Register

AP Run: 20210625 AP — Post Date: 2021-06-25 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
06/25/2021	481181	Check	Mackin Educational Resources	902196	2 AP8845	14,408.05
06/25/2021	481182	Check	Mansfield Oil Company	928793	2 AP8845	5,972.63
06/25/2021	481183	Check	Marko, Larry	500659	2 AP8845	113.45
06/25/2021	481184	Check	Marudas, Nicholas	930450	2 AP8845	36.00
06/25/2021	481185	Check	Mauck and Son	930442	2 AP8845	81.00
06/25/2021	481186	Check	Meca Sportswear	924921	2 AP8845	660.25
06/25/2021	481187	Check	Medzis, Megan	500662	2 AP8845	190.00
06/25/2021	481188	Check	Mid City Services	930092	2 AP8845	78.00
06/25/2021	481189	Check	Midwest Language Banc Inc	924523	2 AP8845	930.00
06/25/2021	481190	Check	Midwest Playground Contractors Inc	925369	2 AP8845	5,400.00
06/25/2021	481191	Check	Midwest Playscapes Inc	922012	2 AP8845	600.00
06/25/2021	481192	Check	Minnesota Energy Resources	903029	2 AP8845	215.89
06/25/2021	481193	Check	MN Umpire Association, LLC	930451	2 AP8845	272.00
06/25/2021	481194	Check	Nagel, Ken	500656	2 AP8845	76.10
06/25/2021	481195	Check	NCS Pearson Inc	925372	2 AP8845	73.50
06/25/2021	481196	Check	Nelco	929915	2 AP8845	885.96
06/25/2021	481197	Check	Nielsen, Paul	500655	2 AP8845	8.75
06/25/2021	481198	Check	Office of MNIT Services	906477	2 AP8845	2,710.50
06/25/2021	481199	Check	Olson, Megan	500650	2 AP8845	16.10

## AP Check Register

AP Run: 20210625 AP — Post Date: 2021-06-25 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
06/25/2021	481200	Check	Olympic Communications Inc	927700	2 AP8845	495.00
06/25/2021	481201	Check	Orkin Commercial Services	926086	2 AP8845	1,301.00
06/25/2021	481202	Check	Pool, Molly	500667	2 AP8845	86.00
06/25/2021	481203	Check	Portwood, Marianne	500360	2 AP8845	99.55
06/25/2021	481204	Check	Pothini, Seema	925931	2 AP8845	878.07
06/25/2021	481205	Check	PPG Architectural Finishes	901709	2 AP8845	123.20
06/25/2021	481206	Check	Precision Signs & Imaging LLC	930404	2 AP8845	17,578.63
06/25/2021	481207	Check	Riverland Community College	928453-1	2 AP8845	650.00
06/25/2021	481208	Check	Rock Hard Landscape Supply	928528	2 AP8845	700.00
06/25/2021	481209	Check	Ryan Mechanical Inc	923241	2 AP8845	937.00
06/25/2021	481210	Check	Schelling, Bronson	930405	2 AP8845	81.00
06/25/2021	481211	Check	Schmitt Music	903532	2 AP8845	1,658.86
06/25/2021	481212	Check	SFM	923848	2 AP8845	5,664.25
06/25/2021	481213	Check	Sieben, Todd	500651	2 AP8845	7.10
06/25/2021	481214	Check	Skow, Karen	929575	2 AP8845	2,422.50
06/25/2021	481215	Check	St Paul Beverage Solutions, LLC	930156	2 AP8845	2,561.35
06/25/2021	481216	Check	State of Minnesota Dept of Public Safety	906710-1	2 AP8845	325.00
06/25/2021	481217	Check	Sullivan, Thomas	929418	2 AP8845	80.00
06/25/2021	481218	Check	Sunbelt Staffing LLC	930344	2 AP8845	3,590.00

## AP Check Register

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AP Run: 20210625 AP --- Post Date: 2021-06-25 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
06/25/2021	481219	Check	Teachers On Call	929847	2 AP8845	25,273.89
06/25/2021	481220	Check	Tri-State Bobcat	924444	2 AP8845	77.46
06/25/2021	481221	Check	Upper Lakes Foods Inc	929826	2 AP8845	6,334.38
06/25/2021	481222	Check	Urlaub, Amy	500671	2 AP8845	175.55
06/25/2021	481223	Check	Xie, Wanci	500653	2 AP8845	13.00
06/25/2021	481224	Check	XYZprinting, Inc	930449	2 AP8845	610.50
<b>Total:</b>						<b>\$346,843.85</b>

### 20210625 AP Summary

Type	Count	Amount
Regular	83	346,843.85
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
<b>Total:</b>	<b>83</b>	<b>\$346,843.85</b>

## AP Check Register

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AP Run: 20210630 Voids --- Post Date: 2021-06-30 — AP Run Type: V

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
06/30/2021	481100	Check	Kalaur, Tatsiana	500647	2 AP8845	-95.00
<b>Total:</b>						<b>-\$95.00</b>

### 20210630 Voids Summary

Type	Count	Amount
Regular	1	-95.00
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
<b>Total:</b>	<b>1</b>	<b>-\$95.00</b>

## AP Check Register

74

Burnsville-Eagan-Savage SD 191, MN

<u>Fund</u>	<u>Total</u>
01 - GENERAL	1,044,666.50
02 - FOOD SERVICE	102,546.75
03 - TRANSPORTATION	776,478.94
04 - COMMUNITY SERVICE	28,690.27
16 - FACILITIES RENTAL	266.25
26 - BOND REFERENDUM	34,232.64
50 - STUDENT ACTIVITY FUND	2,978.46
	<b>\$1,989,859.81</b>

## AP Check Register

75

AP Run: 20210607 C1 — Post Date: 2021-06-07 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
06/07/2021	6000000412		Advanced Imaging Solutions	928551	2 Virtua	408.00
06/07/2021	6000000413		Cole Papers Inc	927279-1	2 Virtua	732.16
06/07/2021	6000000414		Grainger	904387-1	2 Virtua	1,298.29
06/07/2021	6000000415		Tri-Dim Filter Corp	929519	2 Virtua	4,538.90
06/07/2021	6000000416		Trio Supply	903802	2 Virtua	2,109.77
06/07/2021	6000000417		Universal Athletic LLC	928417	2 Virtua	737.25
<b>Total:</b>						<b>\$9,824.37</b>

### 20210607 C1 Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	6	9,824.37
<b>Total:</b>	<b>6</b>	<b>\$9,824.37</b>

## AP Check Register

76

AP Run: 20210614 C1 — Post Date: 2021-06-14 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
06/14/2021	6000000418		Advanced Imaging Solutions	928551	2 Virtua	3,095.91
06/14/2021	6000000419		Aqua Engineering Inc	900106	2 Virtua	518.70
06/14/2021	6000000420		Conney Safety Products	900552-1	2 Virtua	130.65
06/14/2021	6000000421		Cornerstone Copy Center	900502	2 Virtua	2,075.19
06/14/2021	6000000422		Grainger	904387-1	2 Virtua	1,058.82
<b>Total:</b>						<b>\$6,879.27</b>

### 20210614 C1 Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	5	6,879.27
<b>Total:</b>	<b>5</b>	<b>\$6,879.27</b>

## AP Check Register

77

AP Run: 20210623 C1 — Post Date: 2021-06-23 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
06/23/2021	6000000423		Aqua Engineering Inc	900106	2 Virtua	2,118.85
06/23/2021	6000000424		Center For The Collaborative Classroom	924466-1	2 Virtua	2,871.00
06/23/2021	6000000425		Cole Papers Inc	927279-1	2 Virtua	703.24
06/23/2021	6000000426		Grainger	904387-1	2 Virtua	435.15
06/23/2021	6000000427		Siemens Industry Inc	902217	2 Virtua	1,045.00
06/23/2021	6000000428		Universal Athletic LLC	928417	2 Virtua	5,067.95
<b>Total:</b>						<b>\$12,241.19</b>

### 20210623 C1 Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	6	12,241.19
<b>Total:</b>	<b>6</b>	<b>\$12,241.19</b>

## AP Check Register

78

AP Run: 20210628 C1 — Post Date: 2021-06-28 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
06/28/2021	6000000429		Cole Papers Inc	927279-1	2 Virtua	782.75
06/28/2021	6000000430		Conney Safety Products	900552-1	2 Virtua	551.16
06/28/2021	6000000431		Cornerstone Copy Center	900502	2 Virtua	94.00
06/28/2021	6000000432		Grainger	904387-1	2 Virtua	2,319.92
06/28/2021	6000000433		MEI Total Elevator Solutions	908999-1	2 Virtua	2,691.86
06/28/2021	6000000434		Tri-Dim Filter Corp	929519	2 Virtua	2,600.11
06/28/2021	6000000435		Trio Supply	903802	2 Virtua	94.44
<b>Total:</b>						<b>\$9,134.24</b>

### 20210628 C1 Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	7	9,134.24
<b>Total:</b>	<b>7</b>	<b>\$9,134.24</b>

## AP Check Register

79

Burnsville-Eagan-Savage SD 191, MN

<u>Fund</u>	<u>Total</u>
01 - GENERAL	35,676.29
02 - FOOD SERVICE	2,214.78
04 - COMMUNITY SERVICE	188.00
	<b>\$38,079.07</b>

## AP Check Register

80

AP Run: 20210609 ACH — Post Date: 2021-06-09 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
06/09/2021	9000002210	ACH	Bruns, Brittany G	019542	1 AP5800	4.15
06/09/2021	9000002211	ACH	Engelhardt, William T	015377	1 AP5800	37.95
06/09/2021	9000002212	ACH	Galland, John	008297	1 AP5800	35.70
06/09/2021	9000002213	ACH	Hartl, Aran J	014112	1 AP5800	202.00
06/09/2021	9000002214	ACH	Hoeschen, Kerry	014601	1 AP5800	1,184.41
06/09/2021	9000002215	ACH	Jensen, Leta	010888	1 AP5800	78.06
06/09/2021	9000002216	ACH	Keirstead, Amy	017654	1 AP5800	16.80
06/09/2021	9000002217	ACH	Krzewki, Catherine D	013422	1 AP5800	43.89
06/09/2021	9000002218	ACH	Leyva, Ana M	020211	1 AP5800	55.55
06/09/2021	9000002219	ACH	Lobben, Angela	019410	1 AP5800	5.45
06/09/2021	9000002220	ACH	Lucius, Rachel H	014982	1 AP5800	104.62
06/09/2021	9000002221	ACH	Molina, Luis A	019905	1 AP5800	56.00
06/09/2021	9000002222	ACH	Nelson, Michelle L	012283	1 AP5800	72.41
06/09/2021	9000002223	ACH	Selim, Mohamed A	020002	1 AP5800	33.00
06/09/2021	9000002224	ACH	Thomas, John S	020221	1 AP5800	47.88
06/09/2021	9000002225	ACH	Tollerud, Teresa Jo	008543	1 AP5800	41.89
06/09/2021	9000002226	ACH	Vitali, Alicia F	016491	1 AP5800	62.13
<b>Total:</b>						<b>\$2,081.89</b>

# AP Check Register

81

AP Run: 20210609 ACH — Post Date: 2021-06-09 — 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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### 20210609 ACH Summary

<u>Type</u>	<u>Count</u>	<u>Amount</u>
Regular	0	0.00
ACH Checks:	17	2,081.89
Wire Transfers:	0	0.00
Epayables:	0	0.00
<b>Total:</b>	<b>17</b>	<b>\$2,081.89</b>

## AP Check Register

AP Run: 20210616 ACH — Post Date: 2021-06-16 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
06/16/2021	9000002227	ACH	Blomquist, Stephanie	017796	1 AP5800	97.27
06/16/2021	9000002228	ACH	Chesla, Patrick J	018320	1 AP5800	101.14
06/16/2021	9000002229	ACH	Christy, Danielle H	014966	1 AP5800	74.77
06/16/2021	9000002230	ACH	Coronis, Stacy S	010346	1 AP5800	58.48
06/16/2021	9000002231	ACH	Engelhardt, William T	015377	1 AP5800	802.50
06/16/2021	9000002232	ACH	Holden, Matt J	009267	1 AP5800	76.38
06/16/2021	9000002233	ACH	Holman, Sandra L	020020	1 AP5800	320.64
06/16/2021	9000002234	ACH	Keirstead, Amy	017654	1 AP5800	8.40
06/16/2021	9000002235	ACH	Lian, Jocelyn M	020194	1 AP5800	14.39
06/16/2021	9000002236	ACH	McKinney, Margo	009629	1 AP5800	128.00
06/16/2021	9000002237	ACH	Nelson, Katie L	015010	1 AP5800	23.86
06/16/2021	9000002238	ACH	Olsen, Laura	014129	1 AP5800	33.11
06/16/2021	9000002239	ACH	Opatz, Larry	009239	1 AP5800	105.50
06/16/2021	9000002240	ACH	Orth, Steven D.	008627	1 AP5800	213.07
06/16/2021	9000002241	ACH	Rhinevault, Lynn	014453	1 AP5800	150.00
06/16/2021	9000002242	ACH	Rider, Katherine E	019757	1 AP5800	207.37
06/16/2021	9000002243	ACH	Roeske, Melissa L	014609	1 AP5800	32.37
06/16/2021	9000002244	ACH	Tano, Derek	017629	1 AP5800	242.51
06/16/2021	9000002245	ACH	Weightman, Elizabeth C	010299	1 AP5800	61.08

**Total: \$2,750.84**

# AP Check Register

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AP Run: 20210616 ACH — Post Date: 2021-06-16 — 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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### 20210616 ACH Summary

<u>Type</u>	<u>Count</u>	<u>Amount</u>
Regular	0	0.00
ACH Checks:	19	2,750.84
Wire Transfers:	0	0.00
Epayables:	0	0.00
<b>Total:</b>	<b>19</b>	<b>\$2,750.84</b>

## AP Check Register

AP Run: 20210622 ACH AP — Post Date: 2021-06-22 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
06/22/2021	9000002246	ACH	CDW Government Inc	920289-1	1 AP5800	1,850.00
06/22/2021	9000002247	ACH	CDW Government Inc	920289-1	1 AP5800	49,495.84
<b>Total:</b>						<b>\$51,345.84</b>

### 20210622 ACH AP Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	2	51,345.84
Wire Transfers:	0	0.00
Epayables:	0	0.00
<b>Total:</b>	<b>2</b>	<b>\$51,345.84</b>

## AP Check Register

AP Run: 20210624 ACH — Post Date: 2021-06-24 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
06/24/2021	9000002248	ACH	Blomquist, Stephanie	017796	1 AP5800	11.48
06/24/2021	9000002249	ACH	Blood, Kelsey Jo	017981	1 AP5800	55.21
06/24/2021	9000002250	ACH	Christen, Lisa K.	009755	1 AP5800	47.88
06/24/2021	9000002251	ACH	Essay, Kenneth P	019131	1 AP5800	99.00
06/24/2021	9000002252	ACH	Gudim, Rebekah A	020092	1 AP5800	475.86
06/24/2021	9000002253	ACH	Lake, David	017436	1 AP5800	123.59
06/24/2021	9000002254	ACH	Leyva, Ana M	020211	1 AP5800	24.30
06/24/2021	9000002255	ACH	Murray, Cathleen H	018790	1 AP5800	30.00
06/24/2021	9000002256	ACH	Olson, Diane B	017120	1 AP5800	65.15
06/24/2021	9000002257	ACH	Roeske, Melissa L	014609	1 AP5800	130.75
06/24/2021	9000002258	ACH	Vendel, Kristin M	018534	1 AP5800	137.82
06/24/2021	9000002259	ACH	Weightman, Elizabeth C	010299	1 AP5800	42.89
<b>Total:</b>						<b>\$1,243.93</b>

### 20210624 ACH Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	12	1,243.93
Wire Transfers:	0	0.00
Epayables:	0	0.00
<b>Total:</b>	<b>12</b>	<b>\$1,243.93</b>

## AP Check Register

AP Run: 20210630 ACH — Post Date: 2021-06-30 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
06/30/2021	9000002260	ACH	Abdulrazak, Zeynah O	020261	1 AP5800	50.00
06/30/2021	9000002261	ACH	Arreola, Bertha A	019983	1 AP5800	126.00
06/30/2021	9000002262	ACH	Battle, Theresa F	019927	1 AP5800	500.00
06/30/2021	9000002263	ACH	Dehne, Tyler	020322	1 AP5800	200.00
06/30/2021	9000002264	ACH	Gersich, Brian M	019849	1 AP5800	200.00
06/30/2021	9000002265	ACH	Gorton, Rachel	016735	1 AP5800	200.00
06/30/2021	9000002266	ACH	Molina, Luis A	019905	1 AP5800	103.60
06/30/2021	9000002267	ACH	Rider, Lisa K	016166	1 AP5800	200.00
06/30/2021	9000002268	ACH	Sovine, Stacey	017487	1 AP5800	200.00
<b>Total:</b>						<b>\$1,779.60</b>

### 20210630 ACH Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	9	1,779.60
Wire Transfers:	0	0.00
Epayables:	0	0.00
<b>Total:</b>	<b>9</b>	<b>\$1,779.60</b>

## AP Check Register

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Burnsville-Eagan-Savage SD 191, MN

<u>Fund</u>	<u>Total</u>
01 - GENERAL	57,806.85
02 - FOOD SERVICE	133.71
04 - COMMUNITY SERVICE	675.81
50 - STUDENT ACTIVITY FUND	585.73
	<b>\$59,202.10</b>



**Agenda IV.A.5**  
**September 9, 2021**

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

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

**Date: August 26, 2021**

**Re: Budget Analysis for the Month Ending June 30, 2021**

**Recommendation:** That the Board accepts the Budget Analysis for the month ending June 30, 2021.

The June 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	\$ 192,391,251	109.89%	\$ 176,641,177	100.66%
General Fund	\$ 133,587,632	105.32%	\$ 119,796,978	93.72%

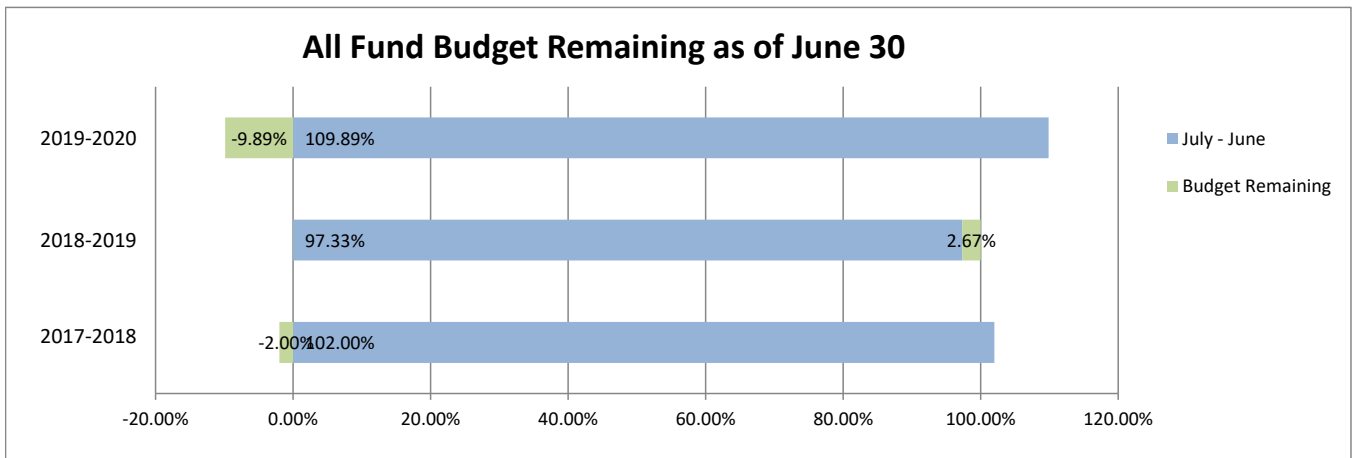
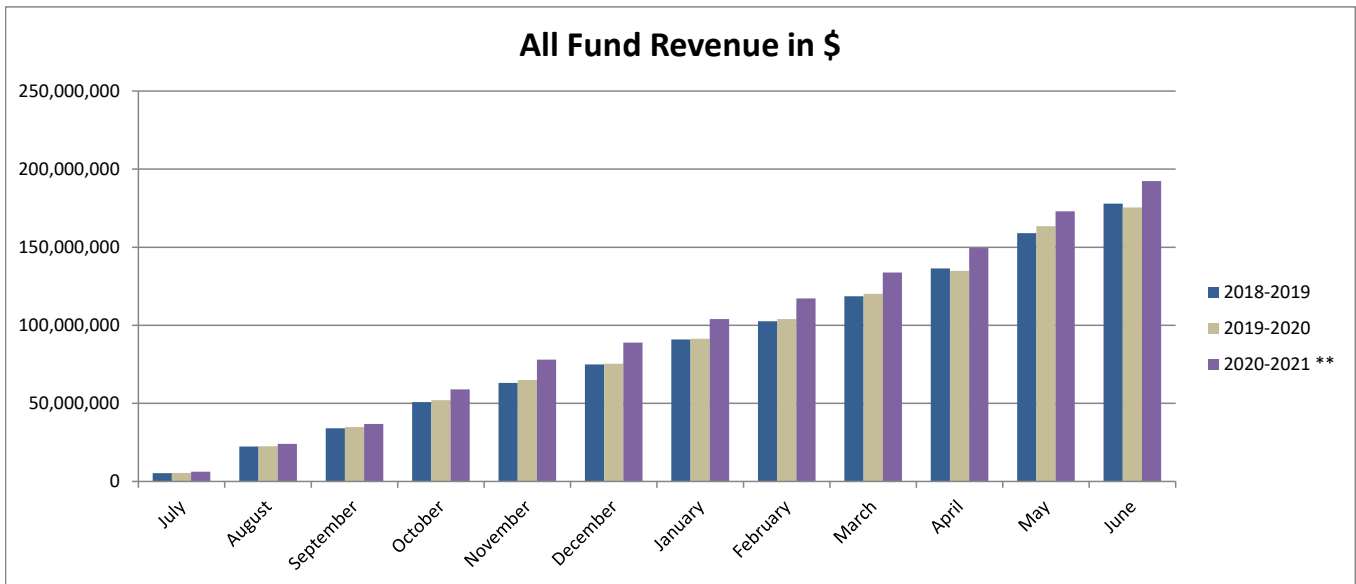
To assist the Board in monitoring monthly financial activity and to help identify budget-to-actual deviations, the following graphs have been developed for all funds and the general fund:

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.

**REVENUE COMPARISON  
ALL FUNDS**

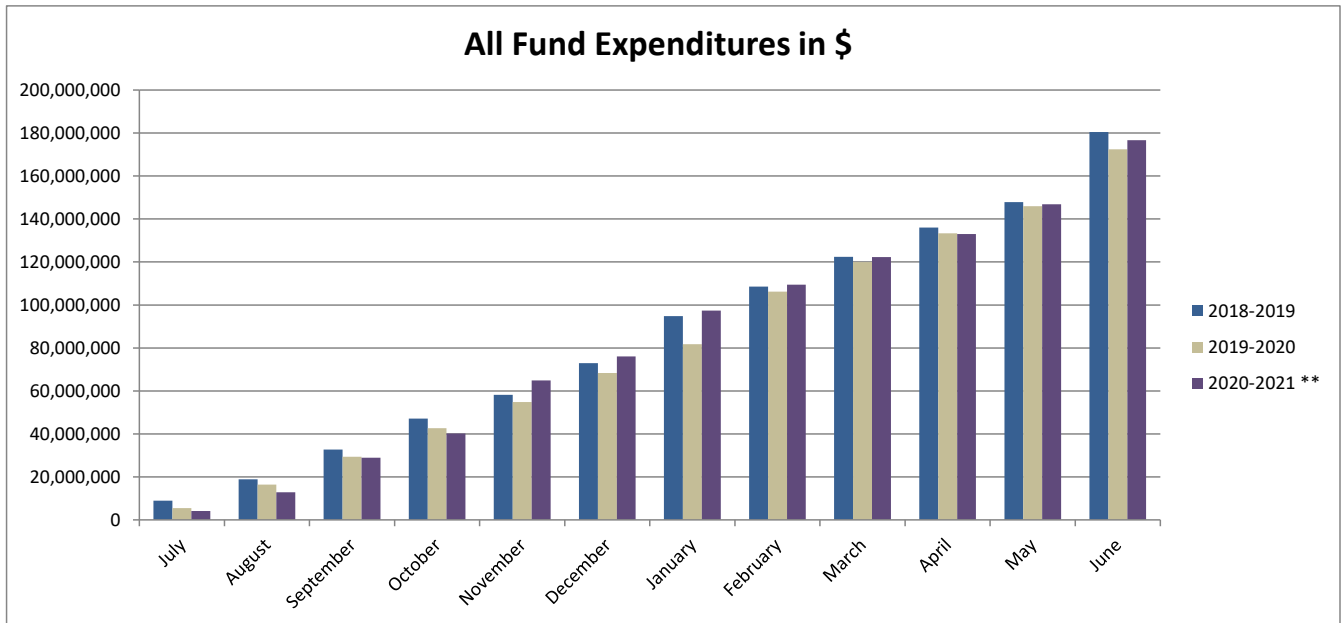
	2018-2019		2019-2020		2020-2021 **	
	\$	%	\$	%	\$	%
July	5,335,129	3.06%	5,485,241	3.04%	6,287,193	3.59%
August	22,416,157	12.86%	22,594,027	12.53%	24,061,844	13.74%
September	34,008,972	19.51%	34,813,133	19.31%	36,829,976	21.04%
October	50,811,471	29.14%	52,091,920	28.89%	59,014,681	33.71%
November	63,156,262	36.22%	64,950,000	36.02%	77,976,654	44.54%
December	74,878,779	42.95%	75,350,271	41.79%	88,949,514	50.81%
January	90,963,532	52.17%	91,452,688	50.72%	103,921,863	59.36%
February	102,665,589	58.89%	104,037,421	57.70%	117,144,444	66.91%
March	118,617,121	68.04%	120,089,341	66.60%	133,864,754	76.46%
April	136,463,266	78.27%	134,860,140	74.79%	149,466,884	85.38%
May	159,031,720	91.22%	163,402,130	90.62%	173,006,598	98.82%
June	177,830,694	102.00%	175,487,024	97.33%	192,391,251	109.89%
<b>BUDGET</b>	<b>174,346,301</b>	<b>100.00%</b>	<b>180,308,051</b>	<b>100.00%</b>	<b>175,070,662</b>	<b>100.00%</b>



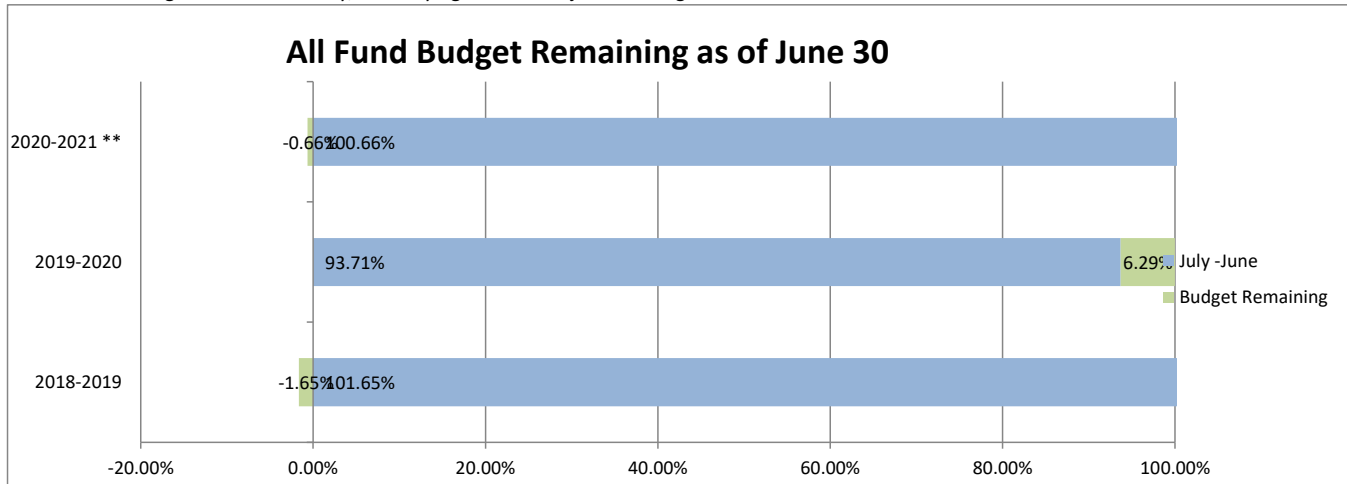
\*\* The year to year comparison will vary due to the timing of the reversal of prior year accruals and based on timing of financial activity, monthly figures are subject to change

**EXPENDITURE COMPARISON  
ALL FUNDS**

	2018-2019		2019-2020		2020-2021 **	
	\$	%	\$	%	\$	%
July	8,969,704	5.05%	5,527,131	3.00%	4,136,021	2.36%
August	18,843,572	10.61%	16,468,457	8.95%	12,806,761	7.30%
September	32,740,412	18.44%	29,323,003	15.94%	28,871,496	16.45%
October	47,082,647	26.51%	42,659,629	23.19%	40,214,431	22.92%
November	58,133,122	32.74%	54,807,687	29.79%	64,868,844	36.96%
December	72,901,898	41.05%	68,333,711	37.14%	76,102,321	43.37%
January	94,821,290	53.40%	81,733,856	44.42%	97,403,339	55.50%
February	108,536,123	61.12%	106,174,331	57.71%	109,396,118	62.34%
March	122,350,806	68.90%	119,896,778	65.16%	122,331,287	69.71%
April	136,060,010	76.62%	133,324,048	72.46%	133,047,037	75.82%
May	147,894,022	83.28%	145,975,143	79.34%	146,818,004	83.66%
June	180,511,422	101.65%	172,410,094	93.71%	176,641,177	100.66%
<b>BUDGET</b>	<b>177,577,573</b>	<b>100.00%</b>	<b>183,989,992</b>	<b>100.00%</b>	<b>175,489,038</b>	<b>100.00%</b>

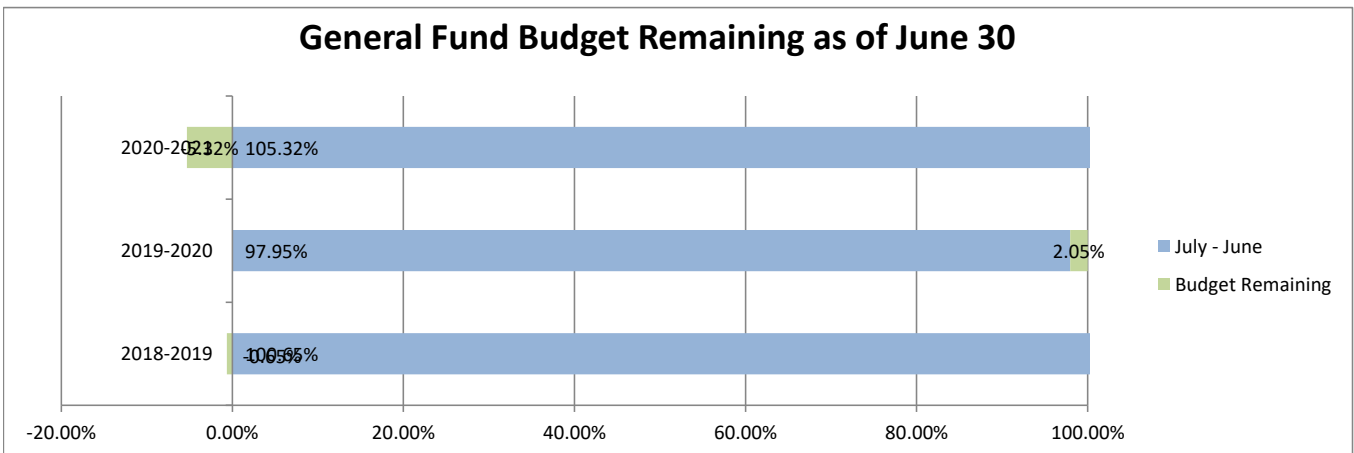
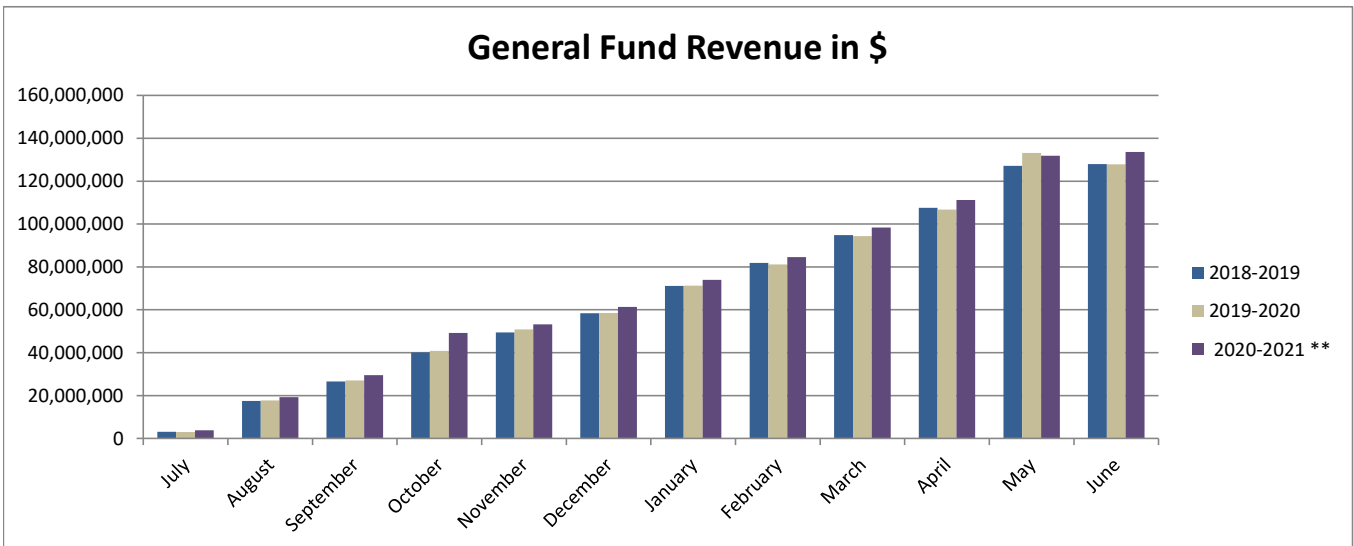


\*\*based on timing of financial activity, monthly figures are subject to change



**REVENUE COMPARISON  
GENERAL FUND**

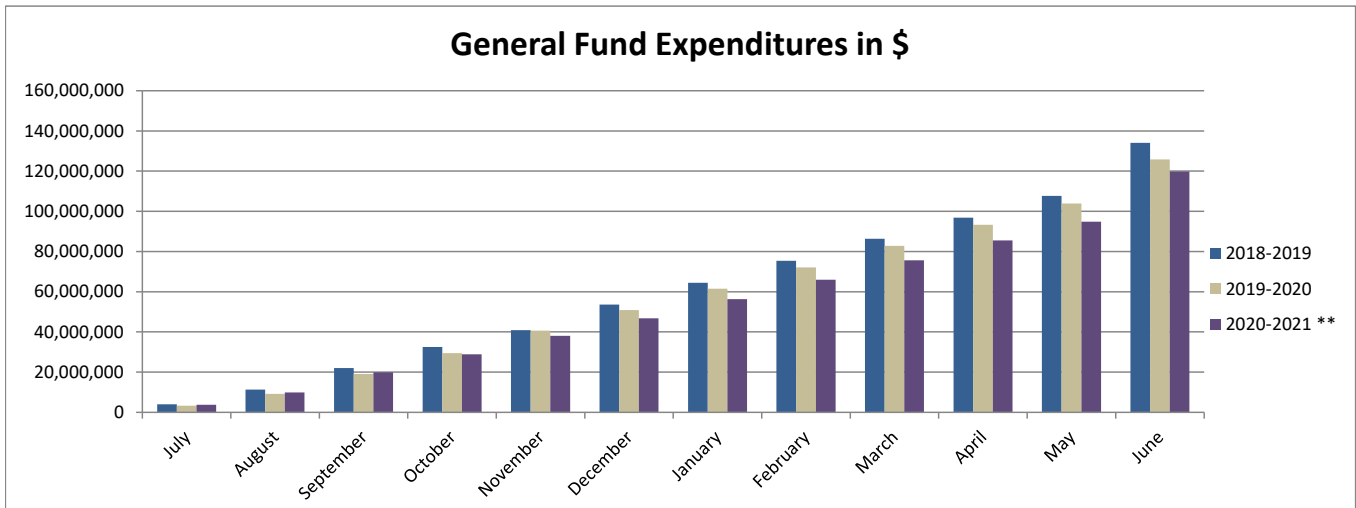
	2018-2019		2019-2020		2020-2021 **	
	\$	%	\$	%	\$	%
July	3,049,011	2.40%	2,952,734	2.26%	3,817,036	3.01%
August	17,467,026	13.74%	17,728,648	13.58%	19,274,187	15.20%
September	26,603,063	20.93%	26,994,038	20.67%	29,519,205	23.27%
October	40,148,304	31.58%	40,875,100	31.30%	49,179,583	38.77%
November	49,468,991	38.91%	50,901,641	38.98%	53,171,053	41.92%
December	58,346,985	45.90%	58,488,110	44.79%	61,389,953	48.40%
January	71,139,741	55.96%	71,248,272	54.57%	73,970,734	58.32%
February	81,874,274	64.41%	81,110,930	62.12%	84,622,165	66.72%
March	94,812,594	74.58%	94,414,841	72.31%	98,343,919	77.54%
April	107,566,443	84.62%	106,747,578	81.75%	111,273,854	87.73%
May	127,198,187	100.06%	133,202,884	102.02%	131,860,398	103.96%
June	127,946,448	100.65%	127,889,261	97.95%	133,587,632	105.32%
<b>BUDGET</b>	<b>127,122,457</b>	<b>100.00%</b>	<b>130,570,739</b>	<b>100.00%</b>	<b>126,834,491</b>	<b>100.00%</b>



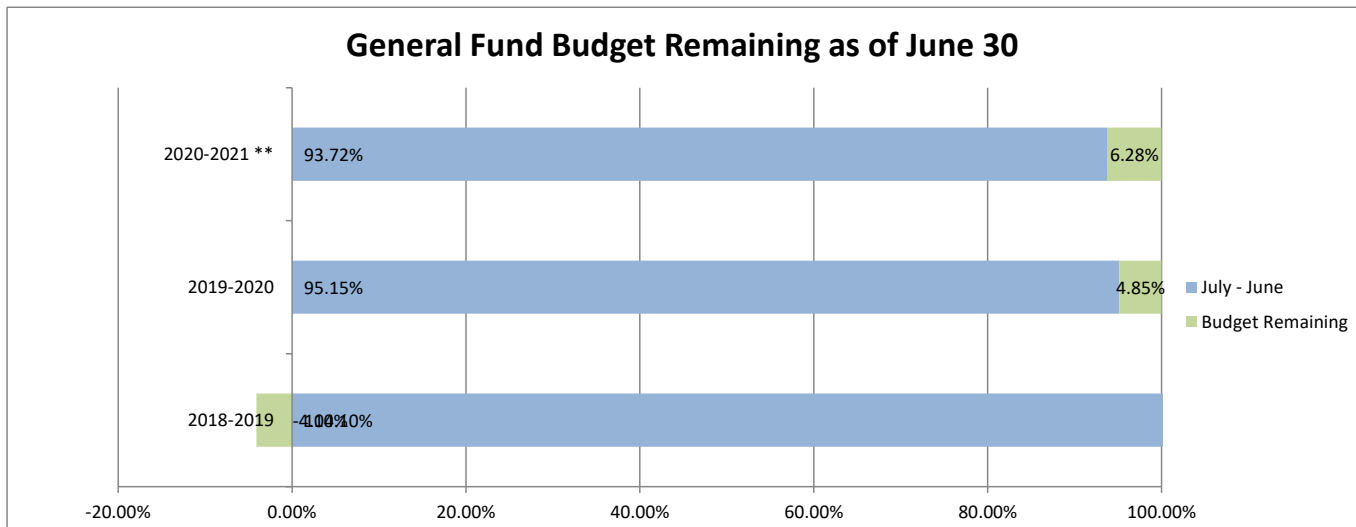
\*\* The year to year comparison will vary due to the timing of the reversal of prior year accruals and based on timing of financial activity, monthly figures are subject to change

**EXPENDITURE COMPARISON  
GENERAL FUND**

	2018-2019		2019-2020		2020-2021 **	
	\$	%	\$	%	\$	%
July	4,062,789	3.16%	3,278,040	2.48%	3,805,343	2.98%
August	11,344,843	8.81%	9,235,858	6.99%	9,950,010	7.78%
September	22,000,174	17.09%	19,056,078	14.41%	19,860,387	15.54%
October	32,530,513	25.26%	29,431,382	22.26%	28,831,518	22.56%
November	40,831,427	31.71%	40,610,524	30.72%	38,110,749	29.81%
December	53,644,305	41.66%	50,859,427	38.47%	46,736,045	36.56%
January	64,422,832	50.03%	61,440,209	46.47%	56,357,446	44.09%
February	75,366,706	58.53%	72,157,858	54.58%	65,964,586	51.61%
March	86,317,866	67.04%	82,820,131	62.64%	75,602,778	59.15%
April	96,837,872	75.21%	93,356,204	70.61%	85,552,003	66.93%
May	107,680,428	83.63%	103,944,142	78.62%	94,865,356	74.21%
June	134,041,181	104.10%	125,799,767	95.15%	119,796,978	93.72%
<b>BUDGET</b>	<b>128,759,941</b>	<b>100.00%</b>	<b>132,208,436</b>	<b>100.00%</b>	<b>127,825,136</b>	<b>100.00%</b>



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



**Agenda IV.A.6.  
September 9, 2021**

**To:** Board of Education  
**From:** Dr. Theresa Battle, superintendent  
**Date:** September 2, 2021  
**Re:** Receive a Report about the Listening Session

**Recommendation:** Receive a Report about the Listening Session on August 26, 2021 from Dr. Theresa Battle. Superintendent.

Listening Session 8-26-2021

Community member from the Southwest Community Climate Majority Team - Minnesota's environment -Transportation results in 40% of greenhouse gases. Engage electric utilities. Keep up to date on this topic.

Community member from the Southwest Community Climate Majority Team – There is grant money available to purchase electric buses. Asked the board to discuss electric school busses at their regular board or work sessions, meet with transportation leadership, convene a committee to assess feasibility and apply for grants.



**Agenda IV.A.7.  
September 9, 2019**

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

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

**Date:** September 2, 2021

**Re:** Adopt a Resolution Establishing an Absentee Ballot Board

**RECOMMENDATION:** that the Board of Education adopts a resolution establishing an Absentee Ballot Board for the special election on Nov. 2, 2021.

EXTRACT OF MINUTES OF A MEETING  
OF THE SCHOOL BOARD  
OF INDEPENDENT SCHOOL DISTRICT NO. 191  
(BURNSVILLE-EAGAN-SAVAGE)  
DAKOTA AND SCOTT COUNTIES, MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 191 (Burnsville-Eagan-Savage), was duly held in said school district on September 9, 2021 at 6:30 p.m. for the purpose, in part, of adopting a resolution that establishes an Absentee Ballot Board for the 2021 Special Election.

Member \_\_\_\_\_ moved the adoption of the following resolution:

**RESOLUTION ESTABLISHING  
AN ABSENTEE BALLOT BOARD**

BE IT RESOLVED by the School Board (the “Board”) of Independent School District No. 191 (Burnsville-Eagan-Savage) (the “School District”), as follows:

1. WHEREAS, Minnesota Statutes, Section 203B.121 requires the governing body of each school district with responsibility to accept and reject absentee ballots to establish by resolution an absentee ballot board, which is responsible for accepting and rejecting all returned absentee ballots;
2. BE IT RESOLVED that the Board hereby establishes an Absentee Ballot Board for the School District Special Election on November 2, 2021 (the “Special Election”), which shall be responsible for accepting, rejecting and counting all returned absentee ballots; and delegates to the Absentee Ballot Board the duty of duplicating military and overseas (UOCAVA) absentee ballots when necessary; and
3. BE IT FURTHER RESOLVED that the members of the Absentee Ballot Board shall consist of the individuals named in Exhibit A to this resolution; provided, however, that the Board also appoints other individuals as required and all members appointed as election judges for the Special Election, as authorized under Minnesota Statutes, Section 204B.21, subd. 2, to serve as members of the Absentee Ballot Board; and
4. BE IT FURTHER RESOLVED that the School District Election Clerk is hereby authorized to make any substitutions or additions as deemed necessary.

The motion for adoption of the foregoing resolution was duly seconded by \_\_\_\_\_.

The following voted in favor:

And the following voted against:

Dated: \_\_\_\_\_

BY ORDER OF THE SCHOOL BOARD

\_\_\_\_\_  
School District Clerk  
Independent School District No. 191  
(Burnsville-Eagan-Savage)  
Dakota and Scott Counties, Minnesota

**EXHIBIT A**

Absentee Ballot Board Appointments

Polly Bergerson  
Jami Kenney  
Vicki Roy  
Julie Maro  
Patty Maternowski



**Agenda IV.A.8.  
September 9, 2021**

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

**From:** Stacey Sovine, executive director of human resources

**Date:** September 2, 2021

**Re:** Changes to Policy 410: *Family and Medical Leave Policy*

**Recommendation:** Approve, on a first reading basis, changes to Policy 410: *Family and Medical Leave Policy*.

The policy was reviewed by the Policy Review Committee on August 16. The policy requires annual review. The changes were made based on recommendations from administration and the Policy Review Committee.

*Adopted: 4/2001*  
*Reviewed: 3/12/2020*  
*Revised: 5/12/2016*  
*Rescinds: GBEAC*

*Burnsville-Eagan-Savage School District Policy 410*

## **410 FAMILY AND MEDICAL LEAVE POLICY**

### **I. PURPOSE**

The purpose of this policy is to provide for family and medical leave to Independent School District 191 employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under Minnesota law.

### **II. GENERAL STATEMENT OF POLICY**

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws.

### **III. DEFINITIONS**

A. “Covered active duty” means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 U.S.C. § 101(a)(13)(B).

B. “Covered servicemember” means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

- C. “Eligible employee” means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee’s pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee’s fulfillment of his or her USERRA-covered service obligation or a written agreement, including a collective bargaining agreement, exists concerning the school district’s intention to rehire the employee after the break in service.
- D. “Military caregiver leave” means leave taken to care for a covered servicemember with a serious injury or illness.
- E. “Next of kin of a covered servicemember” means the nearest blood relative other than the covered servicemember’s spouse, parent, ~~son, or daughter~~child, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin.
- F. “Outpatient status” means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
1. a military medical treatment facility as an outpatient; or
  2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- G. “Qualifying exigency” means a situation where the eligible employee seeks leave for one or more of the following reasons:

1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
  2. to attend military events and related activities of a covered military member;
  3. to address issues related to childcare and school activities of a covered military member's child;
  4. to address financial and legal arrangements for a covered military member;
  5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
  6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
  7. to attend post-deployment activities related to a covered military member;
  8. to address parental care needs; and
  9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
1. inpatient care in a hospital, hospice, or residential medical care facility; or
  2. continuing treatment by a health care provider.
- I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- J. "Veteran" has the meaning given in 38 U.S.C. § 101.

#### **IV. LEAVE ENTITLEMENT**

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
  - a. birth of the employee's child and to care for such child;
  - b. placement of an adopted or foster child with the employee;
  - c. to care for the employee's spouse, ~~son,~~ daughterchild, or parent with a serious health condition;
  - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
  - e. any qualifying exigency arising from the employee's spouse, ~~son,~~ daughterchild, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.
2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.
3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
  - a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

- b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:
- (i) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
  - (ii) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
  - (iii) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
  - (iv) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.
7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis,

based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, ~~son, daughter~~child, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely

contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.

13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

The school district shall comply with written notice requirements as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed by the employer. The employee may qualify if ~~he or she~~they has-have worked for the school district for at least 12 months and ~~has~~have worked an average number of hours per week equal to one-half of the full time equivalent during the 12-month period immediately preceding the leave. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the employer so that the total leave does not exceed 12 weeks, unless agreed by the employer, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the employer reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case

where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, ~~son,~~ daughterchild, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. **SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES**

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the work days in the leave period may be required to:
  - 1. take leave for the entire period or periods of the planned medical treatment; or
  - 2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
  - 1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
  - 2. If the employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
  - 3. If the employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, school district may require the employee to continue taking leave until the end of the semester.
- D. The entire period of leave taken under the special rules will be counted as leave. The school district will continue to fulfill the school district's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

## **VI. OTHER**

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable

regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

## VII. DISSEMINATION OF POLICY

- A. ~~This policy~~FMLA information shall be conspicuously posted in each school district building in areas accessible to employees. This policy will be available on the district's website.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

**Legal References:** Minn. Stat. §§ 181.940-181.944 (Parenting Leave)  
 10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)  
 29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)  
 38 U.S.C. § 101 (Definitions)  
 29 C.F.R. Part 825 (Family and Medical Leave Act)

**Cross References:** MSBA Service Manual, Chapter 13, School Law Bulletin “M” (Statutory Provisions Which Grant Leaves to Licensed as well as Non-Licensed School District Employees – Family and Medical Leave Act Summary)

**Agenda IV.A.9.  
September 9, 2021**

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

**From:** Stacey Sovine, executive director of human resources

**Date:** September 2, 2021

**Re:** Policies 414: *Mandated Reporting of Child Neglect or Physical or Sexual Abuse*, and  
415: *Mandated Reporting of Maltreatment of Vulnerable Adults*

**Recommendation:** Approve no changes to Policies 414: *Mandated Reporting of Child Neglect or Physical or Sexual Abuse*, and 415: *Mandated Reporting of Maltreatment of Vulnerable Adults*.

The policies were reviewed by the Policy Review Committee on August 16. The policies require annual review and no changes are recommended at this time.

*Adopted:* 7/2001  
*Reviewed:* 3/12/2020  
*Revised:* 3/19/2020  
*Rescinds:* GBHA

*Burnsville-Eagan-Savage School District Policy 414*

**414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE**

**I. PURPOSE**

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected child neglect or physical or sexual abuse.

**II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school district is to fully comply with Minn. Stat. § 626.556 requiring school personnel to report suspected child neglect or physical or sexual abuse.
- B. A violation of this policy occurs when any school personnel fails to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

**III. DEFINITIONS**

- A. “Accidental” means a sudden, not reasonably foreseeable, and unexpected occurrence or event which:
  - 1. is not likely to occur and could not have been prevented by exercise of due care; and
  - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. “Child” means one under age 18 and, for purposes of Minn. Stat. Ch. 260C (Child Protection) and Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18).
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.

- D. “Mandated reporter” means any school personnel who knows or has reason to believe a child is being neglected or physically or sexually abused, or has been neglected or physically or sexually abused within the preceding three years.
- E. “Neglect” means the commission or omission of any of the acts specified below, other than by accidental means:
1. failure by a person responsible for a child’s care to supply a child with necessary food, clothing, shelter, health care, medical care, or other care required for the child’s physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
  2. failure to protect a child from conditions or actions that seriously endanger the child’s physical or mental health when reasonably able to do so;
  3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors such as the child’s age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for his or her own basic needs or safety or the basic needs or safety of another child in his or her care;
  4. failure to ensure that a child is educated in accordance with state law, which does not include a parent’s refusal to provide his or her child with sympathomimetic medications;
  5. prenatal exposure to a controlled substance used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child’s birth, or medical effects or developmental delays during the child’s first year of life that medically indicate prenatal exposure to a controlled substance or the presence of a fetal alcohol spectrum disorder;
  6. medical neglect as defined by Minn. Stat. § 260C.007, Subd. 6, Clause (5);
  7. chronic and severe use of alcohol or a controlled substance by a parent or person responsible for the care of the child that adversely affects the child’s basic needs and safety; or
  8. emotional harm from a pattern of behavior which contributes to impaired emotional functioning of the child which may be demonstrated by a substantial and observable effect in the child’s behavior, emotional response, or cognition that is not within the normal range for the child’s age and stage of development, with due regard to the child’s culture.

Neglect does not include spiritual means or prayer for treatment or care of disease where the person responsible for the child’s care in good faith has selected and

depended on those means for treatment or care of disease, except where the lack of medical care may cause serious danger to the child's health.

- F. "Nonmaltreatment mistake" means: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minn. Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minn. Rules Ch. 9503.
- G. "Physical abuse" means any physical injury, mental injury, or threatened injury, inflicted by a person responsible for the child's care other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minn. Stat. § 125A.0942 or § 245.825.

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian which does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by Minn. Stat. § 121A.582.

Actions which are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions which result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, Subd. 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances which were not prescribed for the child by a practitioner, in order to control or punish the child, or giving the child other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (9) unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379 including, but not limited to, tying, caging, or chaining; or (10) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minn. Stat. § 121A.58.

- H. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to

this section that describes neglect or physical or sexual abuse of a child and contains sufficient content to identify the child and any person believed to be responsible for the neglect or abuse, if known.

- I. “School personnel” means professional employee or professional’s delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.
- J. “Sexual abuse” means the subjection of a child by a person responsible for the child’s care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a current or recent position of authority (as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor which constitutes a violation of Minnesota statutes prohibiting prostitution, or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation which requires registration under Minn. Stat. § 243.166, Subd. 1b(a) or (b) (Registration of Predatory Offenders).
- K. “Mental injury” means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child’s ability to function within a normal range of performance and behavior with due regard to the child’s culture.
- L. “Person responsible for the child’s care” means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employees or agents, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- M. “Threatened injury” means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child’s care who has subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.

#### **IV. REPORTING PROCEDURES**

- A. A mandated reporter as defined herein shall immediately report the neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened within the preceding three years to the local welfare agency, police department, county sheriff, tribal social services, or tribal police department. The reporter will include his or her name and address in the report.
- B. If the immediate report has been made orally, by telephone or otherwise, the oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assisting or investigating maltreatment. The written report shall identify the child, any person believed to be responsible for the abuse or neglect of the child if the person is known, the nature and extent of the abuse or neglect and the name and address of the reporter.
- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- G. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school.
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, and the reckless making of a false report may result in discipline. The court may also award attorney's fees.

## V. INVESTIGATION

- A. The responsibility for investigating reports of suspected neglect or physical or sexual abuse rests with the appropriate county, state, or local agency or agencies. The agency responsible for assessing or investigating reports of child maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged perpetrator, and any other person with knowledge of the abuse or neglect for the purpose of gathering the facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of a school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.
- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property will be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.
- C. Except where the alleged perpetrator is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.
- D. Where the alleged perpetrator is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

**VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE**

- A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.
- B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

## **VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE**

Under certain circumstances, alleged physical or sexual abuse may also be sexual harassment or violence under Minnesota law. If so, the duties relating to the reporting and investigation of such harassment or violence may be applicable.

## **VIII. DISSEMINATION OF POLICY AND TRAINING**

- A. This policy shall appear on the district website.
- B. The school district will develop a method of discussing this policy with school personnel.
- C. This policy shall be reviewed at least annually for compliance with state law.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 121A.58 (Corporal Punishment)  
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)  
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)  
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)  
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)  
Minn. Stat. § 260C.007, Subd. 4, Clause (5) (Child in Need of Protection)  
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)  
Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)  
Minn. Stat. § 609.02, Subd. 6 (Definitions – Dangerous Weapon)  
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)  
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)  
Minn. Stat. § 609.379 (Reasonable Force)  
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)  
Minn. Stat. § 626.5561 (Reporting of Prenatal Exposure to Controlled Substances)

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

***Cross References:*** Burnsville-Eagan-Savage School District Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
Burnsville-Eagan-Savage School District Policy 103 (Complaints – Students, Employees, Parents, Other Persons)  
Burnsville-Eagan-Savage School District Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)  
Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
Burnsville-Eagan-Savage School District Policy 406 (Public and Private Personnel Data)  
Burnsville-Eagan-Savage School District Policy Policy 423 (Employee-Student Relationships)

*Adopted:* 7/2001  
*Reviewed:* 3/12/2020  
*Revised:* 3/19/2020  
*Rescinds:* GBHAB

*Burnsville-Eagan-Savage School District Policy 415*

**415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS**

**I. PURPOSE**

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected maltreatment of vulnerable adults.

**II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school district is to fully comply with Minn. Stat. § 626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.
- B. A violation of this policy occurs when any school personnel fails to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

**III. DEFINITIONS**

- A. “Mandated Reporters” means any school personnel who have reason to believe that a vulnerable adult is being or has been maltreated.
- B. “Maltreatment” means the neglect, abuse, or financial exploitation of a vulnerable adult.
- C. “Neglect” means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult’s physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct. Neglect also includes the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult’s health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 17.
- D. “Abuse” means: (a) An act against a vulnerable adult that constitutes a violation of,

an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction. (b) Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825. (c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. (d) The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another. Abuse does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 2.

- E. "Financial Exploitation" means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion, or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.
- F. "Vulnerable Adult" means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services required to be licensed under Minn. Stat. Ch. 245A, except as excluded under Minn. Stat. § 626.5572, Subd. 21(a)(2); (3) receives services from a licensed home care provider or person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program; or (4) regardless of residence or type of service received possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual's ability to adequately provide the person's own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to

protect the individual's self from maltreatment.

- G. "Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.
- H. "School Personnel" means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.
- I. "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.

#### IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the common entry point responsible for receiving reports.
- B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.
- C. The reporter shall to the extent possible identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident, and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose *not public data* as defined under Minn. Stat. § 13.02 to the extent necessary to comply with the above reporting requirements.
- D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting, or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.
- E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against vulnerable adult who is named in a report is prohibited.
- F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive

damages set by the court or jury. The intentional making of a false report may result in discipline.

## V. INVESTIGATION

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult rests with the entity designated by the county for receiving reports.

## VI. DISSEMINATION OF POLICY AND TRAINING

- A. The school district will develop a method of discussing this policy with employees where appropriate.
- B. This policy shall be reviewed at least annually for compliance with state law.

**Legal References:** Minn. Stat. § 13.02 (Collection, Security, and Dissemination of Records; Definitions)  
Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)  
Minn. Stat. §§ 609.221-609.224 (Assault)  
Minn. Stat. § 609.234 (Crimes Against the Person)  
Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)  
Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)  
Minn. Stat. § 609.341 (Definitions)  
Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)  
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)  
Minn. Stat. § 626.5572 (Definitions)  
*In re Kleven*, 736 N.W.2d 707 (Minn. App. 2007)

**Cross References:** Burnsville-Eagan-Savage School District Policy 103 (Complaints – Students, Employees, Parents, Other Persons)  
Burnsville-Eagan-Savage School District Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)  
Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
Burnsville-Eagan-Savage School District Policy 406 (Public and Private Personnel Data)  
Burnsville-Eagan-Savage School District Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
Burnsville-Eagan-Savage School District Policy Policy 423 (Employee-Student Relationships)



**Agenda IV.B.1.  
September 9, 2021**

**To:** Members, board of education  
Dr. Theresa Battle, superintendent

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

**Date:** September 1, 2021

**Re:** Adopt a resolution providing for the sale of General Obligation Alternative Facilities Refunding Bonds, Series 2021A

**RECOMMENDATION:** that the Board of Education adopt the resolution providing for the sale of General Obligation Alternative Facilities Refunding Bonds, Series 2021A; and covenanting and obligating the district to be bound by and to use the provisions of Minnesota Statutes, section 126C.55 to guarantee the payment of the principal and interest on these bonds.

The existing bond maturities under the Series 2012A have interest rates of 2.00% to 3.00% (see page 7 PreSaleReport). Based on current market conditions, we estimate that the new refunding bond maturities will have interest rates of 3.00% with an expected true interest cost of 1.12% (see page 8 PreSaleReport). We also estimate that the underwriter of the bonds will pay a premium to purchase the bonds (see page 6 PreSaleReport). The combination of the premium and the new interest rates would reduce future debt service payments by an estimated \$880,000 (see page 9 PreSaleReport). over fiscal years 2023 through 2030, resulting in the reductions in debt service levies for taxes payable in 2022 through 2029.

All future savings of these refunding bonds does remain within the Fund 07, debt services fund, and ultimately benefits our taxpayers through reducing debt payments.

Attached is the resolution, school district credit enhancement application for program participation, and a Pre-Sale report. I recommend the board adopt the resolution providing for the sale of General Obligation Alternative Facilities Bonds Refunding Bonds, Series 2021A.

Attached: PreSaleReport.BEX.SD.2021A.pdf

**SCHOOL DISTRICT CREDIT ENHANCEMENT  
APPLICATION FOR PROGRAM  
PARTICIPATION**

**GENERAL INFORMATION AND INSTRUCTIONS:** To ensure participation in the Credit Enhancement Program (CEP), a school district or intermediate school district must covenant and obligate itself to be bound by Minnesota Statutes, section 126C.55 prior to the issuance of debt obligations. The statute defines debt obligation as tax or aid anticipation certificates, certificates of participation, or general obligation bonds and provides a procedure for the State to preclude payment default on these debt obligations issued by school districts. The purpose of this application is to (1) inform the Minnesota Department of Education (MDE) that participation in the program is desired; (2) identify and provide information related to the Paying Agent and (3) request a certification providing evidence of State participation in the program. Please return the completed application and the signed copies to the above address. Maintain in the school district files copies of the board resolution, corresponding meeting minutes and all CEP documentation for any future state verification requests (*Unless requested, please DO NOT send CEP documentation to MDE*).

**TO BE COMPLETED BY THE SCHOOL DISTRICT OR PAYING AGENT**

Name of School District: Independent School District No. 191(Burnsville-Eagan-Savage) District Number: 191 District Type: ISD

Name of District Contact Person/Title: Lisa Rider, Executive Director of Business Services Telephone Number: (952) 707-2050 E-Mail Address: Iriders@isd191.org

**BOND/CERTIFICATION INFORMATION**

Total Estimated Amount to be Issued: \$ 10,725,000 Bond or Certificate Type, Description and Series: GO Alternative Facilities Refunding Bonds, Series 2021A **FOR BONDS, send final maturity schedules (Excel format) as soon as available.**

Anticipated Bond Sale Date: 10/14/2021 Dated Date: 11/4/2021 Maturity Date for Certificates:

<b>BONDS REQUIRE VOTER OR MDE APPROVAL</b>	Is the debt LONG-TERM FACILITIES MAINTENANCE (LTFM) bonds?	<input type="radio"/> YES	<input checked="" type="radio"/> NO
	Is voter approval required?	<input type="radio"/> YES	<input checked="" type="radio"/> NO
	If YES, did the question pass?	<input type="radio"/> YES	<input checked="" type="radio"/> NO
	Is MDE approval required?	<input type="radio"/> YES	<input checked="" type="radio"/> NO
	If YES, record date of Commissioner approval.		
<b>REFUNDING</b>	If this is a REFUNDING issue, were the original bonds in the Credit Enhancement Program? If YES, provide <b>Complete Description, Dated Date, Series and Maturities</b> of original bonds to be refunded:	<input checked="" type="radio"/> YES	<input type="radio"/> NO
	\$16,910,000 General Obligation Alternative Facilities Bonds, Series 2012A, dated 12/27/2012; 2023 through 2030 maturities Provide a schedule of debt service the issuer remains responsible to pay after the refunding.		
<b>AID ANTICIPATION CERTIFICATES</b>	Request for Commissioner approval submitted to MDE?	<input type="radio"/> YES	<input type="radio"/> NO
	Record date of Commissioner approval.		
<b>TAX ANTICIPATION CERTIFICATES</b>	Record 75 percent Commissioner approved amount.	\$	
	Amount of Tax Anticipation Certificates complies with the authority in Minnesota Statutes, section 126C.52, Subdivision 1.	<input type="radio"/> YES	<input type="radio"/> NO

**MUNICIPAL ADVISOR INFORMATION**

Municipal Advisor Corporation Name: Ehlers & Associates, Inc. Address: 3060 Centre Pointe Dr.  
City: Roseville State: MN Zip Code: 55113  
Municipal Advisor Contact Person: Jeff Seeley Telephone Number: (651) 697-8585 E-Mail Address: jseeley@ehlers-inc.com

**VERIFICATION OF DISTRICT SCHOOL BOARD RESOLUTION**

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For the above-cited issuance of debt obligations, the school board has approved a resolution to bind the school district to the conditions and responsibilities of Minnesota Statutes, section 126C.55. Pursuant to this law, it covenants and obligates itself to notify the Commissioner of the Minnesota Department of Education as soon as possible, but not less than 15 working days prior to the potential default and to use the provisions of this law to guarantee payment of the principal and interest on those debt obligations when due. It also covenants in the resolution to deposit with the Paying Agent three business days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner that it will be unable to make all or a portion of that payment. It also agrees to repay the State in the manner provided therein for any amounts paid on its behalf by the State under this statute.

September 9, 2021

Date of School Board Resolution	Signature – School District Responsible Authority	Date
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**TO BE COMPLETED BY THE PAYING AGENT**

The above Minnesota school district has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, section 126C.55 for an issuance of debt obligations for which the institution specified below has been designated as the Paying Agent.

Name of Paying Agent:  
Bond Trust Services Corporation

Address: 3060 Centre Pointe Dr., Suite 11	City: Roseville	State: MN	Zip Code: 55113
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Paying Agent Contact Person:	Title: Paying Agent Administrator	Telephone Number: (651) 209-1010	E-Mail Address: payingagent@bondtrustservices.com
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Paying Agent's Name of Bank and Bank Association Number: Wells Fargo Bank, ABA#121000248	Paying Agent's Bank Account Number: 4126695238
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**PAYING AGENT CERTIFICATION**

The Paying Agent acknowledges, understands, and agrees to be bound by the procedures contained in Minnesota Statutes, section 126C.55, Subdivision 7. The Paying Agent is required to inform the Commissioner of the Minnesota Department of Education if it becomes aware of a potential default in the payment of principal or interest on that issue or if, on the day two business days prior to the date a payment is due on that issue, there are insufficient funds to make the payment on deposit with the Paying Agent.

I \_\_\_\_\_ do hereby certify that I am a Paying Agent Administrator duly appointed and acting as such, of the "Paying Agent."

Signature – Paying Agent Authorized Representative	Date
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**FOR STATE USE ONLY**

**MINNESOTA DEPARTMENT OF EDUCATION CERTIFICATION STATEMENT**

This certification verifies that the school district named above is issuing debt obligation and participating in the State Credit Enhancement Program established by Minnesota Statutes, section 126C.55 to preclude default of school district debt. The school district has committed itself to the provisions of that law. If the school district is unable to make principal and interest payment on any outstanding debt obligation on the date that payment is due and proper notification has been made according to statute, the Commissioner of Management and Budget shall issue a warrant and authorize the Commissioner of Education to pay the Paying Agent for the debt obligation the specified amount on or before the date due. Issuance of the warrant is dependent upon provisions in Minnesota Statutes, section 126C.55, Subdivision 9.

I hereby commit the State of Minnesota to the provisions of the law cited above for this issuance of debt obligation.

Signature - Commissioner of the Minnesota Department of Education or Designee	Date
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**EXTRACT OF MINUTES OF A MEETING  
OF THE SCHOOL BOARD OF  
INDEPENDENT SCHOOL DISTRICT NO. 191 (BURNSVILLE-EAGAN-SAVAGE)  
STATE OF MINNESOTA**

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 191 (Burnsville-Eagan-Savage), Minnesota, was duly held on September 9, 2021 at 6:30 PM in person in the School District or by telephone, or other electronic means, as permitted Minnesota Statutes, Section 13D.01, or any other law.

MEMBERS PRESENT:

MEMBERS ABSENT:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION PROVIDING FOR THE SALE OF GENERAL OBLIGATION  
ALTERNATIVE FACILITIES REFUNDING BONDS, SERIES 2021A; AND  
COVENANTING AND OBLIGATING THE DISTRICT TO BE BOUND BY AND TO USE  
THE PROVISIONS OF MINNESOTA STATUTES, SECTION 126C.55 TO GUARANTEE  
THE PAYMENT OF THE PRINCIPAL AND INTEREST ON THESE BONDS**

BE IT RESOLVED by the School Board of Independent School District No. 191 (Burnsville-Eagan-Savage), Minnesota, as follows:

**1. Bond Authorization.** The School Board has determined that it is necessary and expedient to issue \$10,725,000 General Obligation Alternative Facilities Refunding Bonds, Series 2021A.

**2. Sale.** The District has retained Ehlers & Associates, Inc. (Ehlers) in Roseville, Minnesota, as its independent municipal advisor for the Bonds. Ehlers is authorized to solicit proposals in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9). If the issuance of the Bonds is approved, the School Board shall meet at the time and place specified in the Official Statement to receive and consider proposals for the purchase of the Bonds.

**3. Official Statement; Negotiation of Sale.** Ehlers is authorized to prepare and distribute an Official Statement and to open, read and tabulate the proposals for presentation to the Board.

**4. Minnesota School District Credit Enhancement Program.** (a) The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the Registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Registrar for the Bonds is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Registrar. The District understands that as a result of its covenant to be bound by the provision of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

(b) The District further covenants to comply with all procedures now and hereafter established by the Departments of Management and Budget and Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section. The chair, clerk, superintendent or business manager is authorized to execute any applicable Minnesota Department of Education forms.

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

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA            )  
  ) ss.  
DAKOTA COUNTY                 )

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the obligations referred to in the title of this resolution, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said obligations; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS MY HAND officially as such recording officer this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
School District Clerk

September 9, 2021

Pre-Sale Report for

# Independent School District No. 191 (Burnsville-Eagan-Savage), Minnesota

\$10,725,000 General Obligation Alternative Facilities  
Refunding Bonds, Series 2021A



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**Prepared by:**

Ehlers  
3060 Centre Pointe Drive  
Roseville, MN 55113

**Advisors:**

Jeff Seeley, Senior Municipal Advisor  
Matthew Hammer, Municipal Advisor

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**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

## EXECUTIVE SUMMARY OF PROPOSED DEBT

### Proposed Issue:

\$10,725,000 General Obligation Alternative Facilities Refunding Bonds, Series 2021A

### Purposes:

This issue will finance the current refunding of the 2023 through 2030 maturities of the District's \$16,910,000 General Obligation Alternative Facilities Bonds, Series 2012A.

The existing bond have interest rates of 2.00% to 3.00% (see page 7). Based on current market conditions, we estimate that the new refunding bonds will have interest rates of 3.00% with an expected true interest cost of 1.12% (see page 8). We also estimate that the underwriter of the bonds will pay a premium (a price in excess of the par amount of the bonds) to purchase the bonds (see page 6). The combination of the premium and the new interest rates would reduce future debt service payments by an estimated \$880,000 (see page 9). The Net Present Value Benefit of the refunding is estimated to be \$838,680, equal to 6.61% of the refunded debt service. Actual results will be determined based on market conditions on the day of sale.

This refunding is considered a Current Refunding as the new Bonds will be issued within 90 days of the call date of the 2012A bonds. Debt service on the Bonds will be paid from the District's annual debt service property tax levy.

### Authority:

The Bonds are being issued pursuant to Minnesota Statutes, Section 475.67. The Bonds will be general obligations of the District for which its full faith, credit and taxing powers are pledged.

### Term/Call Feature:

The Bonds are being issued for a term of 8 years, 3 months. Principal on the Bonds will be due on February 1 in the years 2023 through 2030. Interest is payable every six months beginning August 1, 2022.

The Bonds are being offered without option of prior redemption.

### Bank Qualification:

Because the District is issuing, or expects to issue, more than \$10,000,000 in tax-exempt obligations during the calendar year, the District will be not able to designate the Bonds as "bank qualified" obligations.

### **State Credit Enhancement:**

By resolution the District will covenant and obligate itself to be bound by the provisions of Minnesota Statutes, Section 126C.55, which provides for payment by the State of Minnesota in the event of a potential default of a school district obligation.

To qualify for the credit enhancement, the District must submit an application to the State. Ehlers will coordinate the application process to the State on your behalf.

### **Rating:**

Under current bond ratings, the state credit enhancement would bring a Moody's "Aa2" rating.

The District's most recent bond issues were rated by Moody's Investors Service. The current ratings on those bonds are "Aa3" (underlying rating) and "Aa2" (credit-enhanced rating). The District will request a new rating for the Bonds.

If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the District's bond rating in the event that the bond rating of the insurer is higher than that of the District.

### **Basis for Recommendation:**

Based on our knowledge of your situation and characteristics of various municipal financing options, we are recommending the issuance of General Obligation Alternative Facilities Refunding Bonds as a suitable option to meet the District's objective of reducing future debt service payments. General Obligation Bonds will result in lower interest rates than some other financing options.

### **Method of Sale/Placement:**

We will solicit competitive bids for the purchase of the Bonds from underwriters and banks.

We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

### **Premium Pricing:**

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or "discount") but will pay the remainder of the premium to the District. Any net premium received may be used to reduce the principal amount of the Bonds.

### **Review of Existing Debt:**

We have reviewed all outstanding indebtedness for the District and find that, other than the obligations proposed to be refunded by the Bonds, there are no other feasible refunding opportunities at this time.

We will continue to monitor the market and the call dates for the District's outstanding debt and will alert you to any future refunding opportunities.

### **Continuing Disclosure:**

The District will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The District is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

### **Arbitrage Monitoring:**

The District must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Bonds. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The District's specific arbitrage responsibilities will be detailed in the Tax Certificate (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Bonds may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

We recommend that the District review its specific responsibilities related to the Bonds with an arbitrage expert in order to utilize one or more of the exceptions listed above.

### **Investment of Bond Proceeds:**

Proceeds from the new Bonds will be available for investment by the District from the closing date (November 4, 2021) until shortly before the February 1, 2022 call date. Ehlers is a registered investment advisor, and can assist the District in developing an appropriate investment strategy if needed.

**Risk Factors:**

The Bonds are being issued to finance a current refunding of prior District debt obligations. Those prior debt obligations are “callable” on February 1, 2022, so refunding bonds can be issued 90 days or less prior to that date. Because the new Bonds will not be callable, there will not be an opportunity to refund them again in the future. This refunding is being undertaken based in part on an assumption that market conditions warrant the refinancing at this time.

**Other Service Providers:**

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

**Bond Counsel:** Kennedy & Graven, Chartered

**Paying Agent:** Bond Trust Services Corporation

**Rating Agency:** Moody's Investors Service, Inc.

*This presale report summarizes our understanding of the District's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the District's objectives.*

## PROPOSED DEBT ISSUANCE SCHEDULE

Ehlers Reviews Presale Report & School Board Approves Resolution Authorizing Sale of the Bonds:	September 9, 2021
Due Diligence Call to review Official Statement:	Week of September 27, 2021
Distribute Official Statement:	Week of September 27, 2021
Conference with Rating Agency:	Week of October 4, 2021
Ehlers Receives and Evaluates Proposals for Purchase of Bonds; School Board Meeting to Award Sale of Bonds:	October 14, 2021
Estimated Closing Date:	November 4, 2021
Redemption Date for the Obligations Being Refunded:	February 1, 2022

### Attachments

Estimated Sources and Uses of Funds  
 Existing Debt Service Schedule - Callable Portion of 2012A Bonds  
 Estimated Debt Service Schedule for Refunding Bonds  
 Estimated Debt Service Comparison/Refunding Savings Analysis  
 Resolution Authorizing Ehlers to Proceed with Bond Sale/Credit Enhancement  
 Resolution (provided separately)

## EHLERS' CONTACTS

Jeff Seeley, Senior Municipal Advisor	(651) 697-8585
Matthew Hammer, Municipal Advisor	(651) 697-8592
Emily Wilkie, Senior Public Finance Analyst	(651) 697-8588
Brian Shannon, Manager, Senior Financial Analyst	(651) 697-8515

The Preliminary Official Statement for this financing will be sent to the School Board at their home or email address for review prior to the sale date.

# I.S.D. No. 191 (Burnsville-Eagan-Savage), MN

\$10,725,000 General Obligation Alternative Facilities Refunding Bonds, 2021A  
Dated: November 4, 2021 - Proposed Current Refunding of  
\$16,910,000 G.O. Alternative Facilities Bonds, Series 2012A

## Sources & Uses

Dated 11/04/2021 | Delivered 11/04/2021

### Sources Of Funds

Par Amount of Bonds	\$10,725,000.00
Reoffering Premium	1,134,749.00

**Total Sources** **\$11,859,749.00**

### Uses Of Funds

Total Underwriter's Discount (0.600%)	64,350.00
Costs of Issuance	89,950.00
Deposit to Current Refunding Fund	11,705,000.00
Rounding Amount	449.00

**Total Uses** **\$11,859,749.00**

# I.S.D. No. 191 (Burnsville-Eagan-Savage), MN

\$16,910,000 G.O. Alternative Facilities Bonds, Series 2012A

## Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/01/2022	-	-	-	-	-
08/01/2022	-	-	154,767.50	154,767.50	-
02/01/2023	1,090,000.00	3.000%	154,767.50	1,244,767.50	1,399,535.00
08/01/2023	-	-	138,417.50	138,417.50	-
02/01/2024	1,115,000.00	2.000%	138,417.50	1,253,417.50	1,391,835.00
08/01/2024	-	-	127,267.50	127,267.50	-
02/01/2025	1,095,000.00	2.000%	127,267.50	1,222,267.50	1,349,535.00
08/01/2025	-	-	116,317.50	116,317.50	-
02/01/2026	1,200,000.00	2.100%	116,317.50	1,316,317.50	1,432,635.00
08/01/2026	-	-	103,717.50	103,717.50	-
02/01/2027	1,245,000.00	2.300%	103,717.50	1,348,717.50	1,452,435.00
08/01/2027	-	-	89,400.00	89,400.00	-
02/01/2028	1,510,000.00	3.000%	89,400.00	1,599,400.00	1,688,800.00
08/01/2028	-	-	66,750.00	66,750.00	-
02/01/2029	1,570,000.00	3.000%	66,750.00	1,636,750.00	1,703,500.00
08/01/2029	-	-	43,200.00	43,200.00	-
02/01/2030	2,880,000.00	3.000%	43,200.00	2,923,200.00	2,966,400.00
<b>Total</b>	<b>\$11,705,000.00</b>	<b>-</b>	<b>\$1,679,675.00</b>	<b>\$13,384,675.00</b>	<b>-</b>

## Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	11/04/2021
Average Life	5.429 Years
Average Coupon	2.7608418%
Weighted Average Maturity (Par Basis)	5.429 Years
Weighted Average Maturity (Original Price Basis)	5.429 Years

## Refunding Bond Information

Refunding Dated Date	11/04/2021
Refunding Delivery Date	11/04/2021

# I.S.D. No. 191 (Burnsville-Eagan-Savage), MN

\$10,725,000 General Obligation Alternative Facilities Refunding Bonds, 2021A

Dated: November 4, 2021 - Proposed Current Refunding of

\$16,910,000 G.O. Alternative Facilities Bonds, Series 2012A

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/04/2021	-	-	-	-	-
08/01/2022	-	-	238,631.25	238,631.25	-
02/01/2023	890,000.00	3.000%	160,875.00	1,050,875.00	1,289,506.25
08/01/2023	-	-	147,525.00	147,525.00	-
02/01/2024	985,000.00	3.000%	147,525.00	1,132,525.00	1,280,050.00
08/01/2024	-	-	132,750.00	132,750.00	-
02/01/2025	975,000.00	3.000%	132,750.00	1,107,750.00	1,240,500.00
08/01/2025	-	-	118,125.00	118,125.00	-
02/01/2026	1,085,000.00	3.000%	118,125.00	1,203,125.00	1,321,250.00
08/01/2026	-	-	101,850.00	101,850.00	-
02/01/2027	1,140,000.00	3.000%	101,850.00	1,241,850.00	1,343,700.00
08/01/2027	-	-	84,750.00	84,750.00	-
02/01/2028	1,410,000.00	3.000%	84,750.00	1,494,750.00	1,579,500.00
08/01/2028	-	-	63,600.00	63,600.00	-
02/01/2029	1,465,000.00	3.000%	63,600.00	1,528,600.00	1,592,200.00
08/01/2029	-	-	41,625.00	41,625.00	-
02/01/2030	2,775,000.00	3.000%	41,625.00	2,816,625.00	2,858,250.00
<b>Total</b>	<b>\$10,725,000.00</b>	<b>-</b>	<b>\$1,779,956.25</b>	<b>\$12,504,956.25</b>	<b>-</b>

## Yield Statistics

Bond Year Dollars	\$59,331.88
Average Life	5.532 Years
Average Coupon	3.0000000%
Net Interest Cost (NIC)	1.1959124%
True Interest Cost (TIC)	1.1234083%
Bond Yield for Arbitrage Purposes	1.0179020%
All Inclusive Cost (AIC)	1.2721656%

## IRS Form 8038

Net Interest Cost	0.9707971%
Weighted Average Maturity	5.604 Years

# I.S.D. No. 191 (Burnsville-Eagan-Savage), MN

\$10,725,000 General Obligation Alternative Facilities Refunding Bonds, 2021A

Dated: November 4, 2021 - Proposed Current Refunding of

\$16,910,000 G.O. Alternative Facilities Bonds, Series 2012A

## Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
02/01/2022	-	(449.00)	-	449.00
02/01/2023	1,289,506.25	1,289,506.25	1,399,535.00	110,028.75
02/01/2024	1,280,050.00	1,280,050.00	1,391,835.00	111,785.00
02/01/2025	1,240,500.00	1,240,500.00	1,349,535.00	109,035.00
02/01/2026	1,321,250.00	1,321,250.00	1,432,635.00	111,385.00
02/01/2027	1,343,700.00	1,343,700.00	1,452,435.00	108,735.00
02/01/2028	1,579,500.00	1,579,500.00	1,688,800.00	109,300.00
02/01/2029	1,592,200.00	1,592,200.00	1,703,500.00	111,300.00
02/01/2030	2,858,250.00	2,858,250.00	2,966,400.00	108,150.00
<b>Total</b>	<b>\$12,504,956.25</b>	<b>\$12,504,507.25</b>	<b>\$13,384,675.00</b>	<b>\$880,167.75</b>

## PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	838,231.54
Net PV Cashflow Savings @ 1.018%(Bond Yield)....	838,231.54
Contingency or Rounding Amount.....	449.00
Net Present Value Benefit	\$838,680.54
Net PV Benefit / \$12,697,980.54 PV Refunded Debt Service	6.605%
Net PV Benefit / \$11,705,000 Refunded Principal...	7.165%
Net PV Benefit / \$10,725,000 Refunding Principal..	7.820%

## Refunding Bond Information

Refunding Dated Date	11/04/2021
Refunding Delivery Date	11/04/2021

**BURNSVILLE EAGAN SAVAGE**  
**Independent School District 191**  
**Human Resources**

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AGENDA ITEM:

To: Members of the Board of Education  
 Superintendent Dr. Theresa Battle

From: Stacey Sovine  
 Executive Director of Human Resources

Date: September 9, 2021

RE: **Terms and Conditions of Employment with Operations and Maintenance Supervisors**

**RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE PROPOSED REVISIONS AND RE-ADOPT THE UNCHANGED LANGUAGE IN THE 2021-2023 MASTER AGREEMENT WITH THE OPERATIONS AND MAINTENANCE SUPERVISORS**

District and Union members reached a tentative agreement on August 25, 2021. There are three Operations Supervisors. These employees supervise areas under Operations, Properties and Transportation to ensure our buildings, grounds, equipment are clean, safe, and well maintained. The following agreement will be in place from July 1, 2021 through June 30, 2023.

**The major language items agreed upon in the tentative agreement include:**

- Adjustments to dates for Attendance Incentive

**Economic terms agreed to include:**

Total

- 2 year increased cost \$14,200
- MSBA 2 year package increase is 3.83%

**EMPLOYMENT AGREEMENT**  
July 1, **2019 2021**- June 30, **2021 2023**

**BOARD OF EDUCATION  
DISTRICT 191  
AND  
OPERATIONS AND MAINTENANCE SUPERVISORS**

## PREAMBLE

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This agreement, entered into on the 1st day of July 2019 2021 between Independent School District 191 and the Operations and Maintenance Supervisors, hereinafter called the Association.

### ARTICLE I - PURPOSE

The School District and the Association agree that the purpose for entering into this Agreement is to:

- Section 1. Establish the foundation for an effective and productive relationship.
- Section 2. Provide for a means to peacefully resolve disputes concerning the application or interpretation of this contract.
- Section 3. Place in written form the agreed-upon "terms and conditions" of employment for the duration of this Agreement.

### ARTICLE II - RECOGNITION

- Section 1. The employer recognizes the Association as the exclusive representative, under Minnesota Statutes, Section 179.71, Subd. 3, for all Operations and Maintenance Supervisors in the Buildings and Grounds Department of Independent School District 191, Burnsville, Minnesota, who are employed for more than fourteen (14) hours per week and more than sixty-seven (67) work days per year, excluding confidential employees and all other employees. The unit is made up of supervisory employees as defined in PELRA.
- Section 2. In the event the employer and the Association are unable to agree as to the inclusion or exclusion of a present, new or modified job position, the issue shall be submitted to the Bureau of Mediation Services for determination.

### ARTICLE III - DEFINITIONS

- Section 1. Terms and conditions of employment shall, hereinafter in the Agreement, mean the hours of employment, the compensation therefore including fringe benefits, and the School District's personnel policies affecting the working conditions of employees, subject to the provisions of PELRA of 1971, as amended, insofar as these conditions are not in conflict with other provisions of this contract.
- Section 2. Employee shall, hereinafter in the Agreement, mean personnel included within the appropriate unit established by Article II, Section 1, and covered by this Agreement.
- Section 3. School District shall, hereinafter in the Agreement, mean Independent School District 191, or its designated representative.
- Section 4. Superintendent shall, hereinafter in the Agreement, mean the Superintendent of Independent School District 191 or a designated representative.

### ARTICLE IV - SCHOOL DISTRICT RIGHTS

- Section 1. Inherent Managerial Rights: The Association recognizes that the School District is not required to meet and confer on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the school District, its overall budget, utilization of technology, the organizational structure, and section and direction and number of personnel.
- Section 2. Management Responsibilities: The Association recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide education and opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The Association recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time, as deemed necessary by the School District, insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. The Association further recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to applicable laws. Any provision of this Agreement found to be in violation of any such laws rules, regulations, directives or order shall be null and void and without force and effect.

**ARTICLE V - ASSOCIATION RIGHTS**

Section 1. Dues Deduction: Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the School District an assignment authorizing deduction of the Association membership dues. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck an amount necessary to equal the authorized dues deduction.

Section 2. Right to join: Employees shall have the right to join the Association and the right not to join the Association.

Section 3. Right to views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or a representative of the employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Association.

**ARTICLE VI - COMPENSATION**

Section 1. Salary Schedule: Effective July 1, ~~2019~~ 2021, through June 30, ~~2021~~ 2023, and until a successor Agreement is reached, annual salaries will be as follows:

	<del>2019-2020</del> 2021-2022	<del>2020-2021</del> 2022-2023
<b>Operations Supervisors</b>	<b>\$73,409</b>	<b>\$74,880</b>

Section 2. Longevity: Effective July 1, 2019 Operations and Maintenance Supervisors that have completed five (5) years of District service are eligible for a \$1,000 stipend. Operations and Maintenance Supervisors that have completed ten (10) years of District service are eligible for a \$1,500 stipend. Operations and Maintenance Supervisors that have completed fifteen (15) years of District service are eligible for a \$2,000 stipend. Operations and Maintenance Supervisors that have completed twenty (20) years of District service are eligible for a \$2,500 stipend. Stipends do not stack.

Section 3. Mileage: Reimbursement, on job-related activities according to District policy, will be paid upon submission of proper forms.

Section 4. Effective July 1, 2019, members of the unit shall receive an annual stipend of \$1,000 for a 1<sup>st</sup> Class Boiler's License or \$1,500 for a Chief Boiler's License. Proof of annual registration in the form of an updated registration card issued by the State of Minnesota will be required to receive the additional compensation.

Section 5. Effective July 1, 2013, the B shift supervisor shall receive \$1,500 annually prorated according to period of assignment. This amount is above the daily rate of pay and is not included in any other daily rate of pay calculations.

**ARTICLE VII - PAID ABSENCES**

Section 1. Sick Leave: All employees shall be credited with thirteen (13) days of sick leave on the first workday of each school year. Employees that work less than a full school year shall have sick leave pro-rated. Day shall be defined as the employee's

normal workday.

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- Subd. 1. Sick leave may be used only in cases of necessity when the employee is unable to perform job duties and responsibilities because of illness or injury.
- Subd. 2. Earned sick leave, which is unused, may be accumulated to a maximum of one hundred five (105) days.
- Subd. 3. Doctor or dental appointment may be considered sick leave absence.
- Subd. 4. Employees may use sick leave for serious illness of employee's spouse, children, significant other or parents.
- Section 2. Bereavement: Employees may be absent to a maximum of three (3) normal work days for each occurrence, if necessary, to attend and make arrangements in the event of a death in the employee's immediate family. A maximum of two (2) additional days may be permitted at the discretion of and upon the approval of the Executive Director of Human Resources.
  - Subd. 1. Immediate family shall be defined as the employee's parents or former guardian, spouse, parents of spouse, brother or sister and in-laws of a similar degree, children, son-in-law, daughter-in-law, grandchildren, grandparents of employee or spouse, or a dependent living in the immediate household.
  - Subd. 2. Up to two (2) days shall be permitted for a death of nephew, niece, uncle or aunt.
- Section 3. Personal Business Absence: Full-time employees may be granted a maximum of two (2) normal workdays per year to conduct personal business, which cannot otherwise be performed outside of the normal workday. Such days are cumulative to three (3) days.
  - Subd. 1. Examples of the use of this absence are court appearance, estate settlements, and funerals not covered by Section 2 of this Article.
  - Subd. 2. Employees using this absence shall notify the Director of Operations at least twenty-four (24) hours in advance of the absence, except in the event of an emergency.
- Section 4. Jury Duty: An employee required to appear for jury duty will be paid the difference between the employee's daily income and jury duty fees, excluding mileage and expenses, for day(s) on which the employee is at the court site. The employee is required to provide a signed attendance form from the court before payment for jury duty.
  - Subd. 1. Employees selected for jury duty shall notify the Director of Operations as soon a practicable after being notified of their selection.
  - Subd. 2. Employees shall report for work on the normal workday immediately prior to and the workday immediately following the last day of jury duty.
  - Subd. 3. Employees shall notify their supervisor when they are available for duty after completing jury duty.
- Section 5. Professional Absence: Employees may be allowed to attend professional meetings and other activities of a professional nature with full pay. Wherein employees attend meetings on behalf of the District and upon the instruction of Central Administration, expenses shall be paid by the District. Such authorization should be obtained ahead of time. Wherein Employees attend meetings or visitations, etc., of a professional nature at the expense of the School District, a written report, suitable for publication or distribution among the staff, is expected, so that all may benefit from the professional experience.
- Section 6. Injury on Duty.

- Subd. 1. Upon request of an employee who is absent from work as a result of a compensable injury as covered under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received by the employee pursuant to the Workers' Compensation Act and the employee's daily income to the extent of the employee's accumulated sick leave.
- Subd. 2. Employees not electing to supplement Workers' Compensation benefits by a sick leave deduction shall receive only the Workers' Compensation benefit and shall not be deducted sick leave for the period of absence.
- Subd. 3. In no event shall the additional compensation paid to the employee, by virtue of the sick leave deduction, result in the payment of a total daily, weekly or monthly compensation that exceeds the normal income of the employee.

Section 7. Attendance incentive.

An employee who as of July 1 (a) has accumulated leave time in excess of three hundred and sixty (360) hours determined as of June 15th of the same tax year, and (b) has taken one (1) or less leave days in the, current school year shall have sufficient leave days converted at the rate equal to five hundred dollars (\$500) which shall be contributed to an active ISD 191 approved 403(b) plan as of July September 15th payroll.

An employee who as of July 1 (a) has accumulated leave time in excess of three hundred and sixty hours (360) hours determined as of June 15th of the same tax year, and (b) has taken more than 1 leave day up to three (3) leave days in the current school year shall have sufficient leave days converted at the rate of pay equal to three hundred dollars (\$300) which shall be contributed to an active ISD 191 approved 403(b) plan as of July September 15th payroll.

An employee that takes more than three (3) leave days during the measurement period is not eligible for the conversion of leave days to a 403(b) contribution.

"Leave days" include all absences except Bereavement, vacation, and paid days substituted for unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), as amended.

Effective July 1, 2015 the conversion rate for leave days shall be one hundred dollars (\$100) per day.

**ARTICLE VIII - GROUP INSURANCE**

Section 1. Health and Hospitalization

- Subd. 1. Single Health and Hospitalization Insurance. The District will contribute an amount equal to 95% of the composite premium for an eligible employee who enrolls in the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- Subd. 2. Dependent Health and Hospitalization Insurance. The District will contribute an amount equal to 80% of the composite premium for an eligible employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- Subd. 3. Both Spouses Employed. If an employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.

Section 2. Dental:

- Subd. 1. The School District shall provide individual dental coverage for each full-time employee who enrolls in the plan. Benefits shall be in accordance with the insurance policy purchased by the School District. 144
- Subd. 2. Dependent coverage shall be available to each employee eligible for single coverage. The cost of dependent coverage shall be paid by the employee via payroll deduction. Employees eligible for dependent coverage must enroll before the inception day or within thirty (30) days of becoming eligible for dependent coverage. Failure to apply for coverage on the inception date or upon becoming eligible shall result in the forfeiting of future rights to dependent coverage.
- Section 3. Long-term Disability: During the term of this Agreement, the School District shall contribute the monthly premium cost, on behalf of eligible and enrolled full-time employees of the group income protection plan, adopted by the School District.
- Section 4. Life Insurance:
- Subd. 1. The School District will provide \$50,000 term life insurance for each employee.
- Subd. 2. Pursuant to the terms of the policy purchased by the District, unit members will purchase through payroll deduction an additional \$100,000 in term life insurance.
- Section 5. Duration of Coverage:
- Subd. 1. Full-time employees who are employed for a normal work year shall be covered by the insurance programs established by this Article of the period defined as the policy year.
- Subd. 2. Upon separation from employment, all School District contributions shall cease as of the employee's last paid work day except as otherwise provided in this agreement.
- Section 6. Eligibility: To be eligible to participate in the insurance programs established by this Article, an employee must be scheduled to a normal work week of twenty (20) hours or more.
- Section 7. Flexible Benefit Plan: The School District will establish a Flexible Benefit Plan under IRS Code 125. Regulations and procedures will be available in the Human Resources Office. A Board policy and accompanying regulations will be developed and updated annually to comply with IRS Regulations.
- Section 8. Tax Sheltered Annuity and Deferred Compensation Plans:
- Subd. 1: Tax-sheltered annuities and deferred compensation plans, either variable or fixed, shall be made available to Operation and Maintenance Supervisors. Regulations and procedures are available in the Human Resources Offices. The Board policy and regulations will be updated annually for compliance with State and Federal laws.
- Subd. 2. Effect July 1, 2013, the District will match up to \$2,250 per year to an approved Minnesota deferred compensation program. The District will authorize up to \$2,250 salary reduction per year payable to a Minnesota deferred compensation program. Effective July 1, 2009 all employee and employer contributions to a deferred compensation plan must go into the district approved program.

#### **ARTICLE IX - HOLIDAYS**

- Section 1. Employees shall receive ten (10) paid holidays: Labor Day, Thanksgiving and the day following, Christmas Eve Day, Christmas, New Year's Eve Day, New Year's Day, Memorial Day, and Independence Day, and one floating holiday to be scheduled consistent with the school calendar and with the approval of the supervisor.
- Section 2. If any paid holiday falls during a full-time employee's vacation period, the day shall not be deducted from earned

vacation.

Section 3. To be eligible for paid holidays, an employee must be full-time as defined by Article VI, Section 1.

**ARTICLE X - WORK YEAR & VACATION**

Section 1. Effective July 1, 2012, an employee shall accrue vacation days at 2.5 days per month, on the last day of the month, up to a maximum of 25 days' accrual balance.

Section 2. Vacation accrual cannot go negative at the time of vacation. Vacation requests may be submitted in advance assuming sufficient vacation leave is available at the time of vacation.

Section 3. Qualified Vacation Days: Illness sustained while an employee is on a scheduled vacation shall be considered as vacation days. Holidays occurring while an employee is on a scheduled vacation shall be counted as holidays and shall not reduce an employee's accumulated vacation benefits.

Section 4. Termination Vacation Allowance: Employees who have terminated their employment on their own free will and in good standing are entitled to paid vacation days earned.

Section 5. As exempt employees, employees are expected to fulfill job responsibilities for an agreed-upon salary. While exempt employees neither complete time sheets nor are eligible for overtime benefits, exempt employees may independently manage their time in a way that best allows them to fulfill job responsibilities.

**ARTICLE XI - REDUCTION OF THE WORK FORCE**

Section 1. In the event conditions necessitate a reduction of bargaining unit employees, the following procedure will be used: 1) Voluntary separations will be accepted; 2) Seniority shall determine any further reductions. Seniority is defined as continuous employment in any position in the District. An employee may not bump into a higher paying job classification.

Section 2. In the event reduction occurs, and subsequently the force is again enlarged, the last employee laid off will be the first one hired. The rehiring will be the reverse order of the reduction procedure. If any employee refuses an offer to re-employment up to two (2) years after being laid off, the employee will lose any rights to preferential re-employment.

**ARTICLE XII - JUST CAUSE**

Section 1. No member of this unit will be suspended without pay or reduced in rank without just cause.

**ARTICLE XIII - SEVERANCE PAY**

Section 1. Employees who retire from the district shall be eligible to remain in the existing group health and hospitalization insurance programs.

**ARTICLE XIV – LEAVES OF ABSENCE**

Section 1. Employees who have at least ten (10) years of service in the district may request up to a one-year leave of absence. Employees retain their right to return to their former position, provided they return at the designated time. Employees, who fail to return on the designated date, shall be terminated from employment.

**ARTICLE XIV - GRIEVANCE PROCEDURE**

Section 1. A claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this agreement may be processed as a grievance as hereinafter provided.

- Section 2. In the event that an employee or the Association believes there is a basis for a grievance, the grievant shall invoke the grievance procedure by submitting a written copy of the grievance to the grievor within thirty (30) working days of the occurrence of the grievance. The grievor shall meet with the grievant within ten (10) working days of receipt of the written grievance and render a written decision within five (5) working days of the meeting.
- Section 3. If the Association or the employee is not satisfied with the disposition of the grievance at Level 1, or if no disposition has been made within Level 1 timeliness, the grievant may submit the grievance within ten (10) working days of the written disposition at Level 1 to the Superintendent. Within ten (10) working days of the receipt of the grievance, the Superintendent or designee shall meet with the grievant and shall respond in writing within fifteen (15) working days of the meeting.
- Section 4. If the Association or the employee is not satisfied with the disposition of the grievance at Level II or if no disposition has been made within Level 2 time lines, the Association or the employee may submit the grievance to binding arbitration. Notification of dissatisfaction shall be made in writing to the Superintendent within fifteen (15) working days of the Level 2 decision. PELRA rules shall be followed.

#### ARTICLE XV - DURATION

- Section 1. This agreement shall become effective as of July 1, ~~2019~~ 2021, unless specified otherwise herein, and shall continue in full force and effect through June 30, ~~2021~~ 2023, and shall renew itself for annual periods thereafter, except as modified or terminated in accordance with the provisions of this Article.
- Section 2. Any and all prior contracts, resolutions, practices, policies, rules or regulations inconsistent with the provision of this Agreement are hereby superseded.
- Section 3. The Association and the School District mutually acknowledge that during the meet and confer which resulted in this Agreement each had the opportunity to make demands and proposals regarding the terms and conditions of employment for employees covered under this Agreement. All understandings and agreements arrived at by the Association and the School District during their negotiations are fully and completely set forth in this Agreement. The parties may, by mutual agreement, amend this Agreement during its term.
- Section 4. Between ninety (90) and one hundred twenty (120) calendar days prior to the expiration of this Agreement, either the School District or the Association may serve written notice to modify or terminate this Agreement. A party which gives notice of a desire to modify this Agreement shall within sixty (60) calendar days set forth proposed modifications sought to the party, as inclusive as possible. Negotiations may commence at any time after written notice of termination or modification has been given.
- Section 5. In the event that any provision or provisions of this Agreement is declared to be contrary to law by proper judicial authority from whose finding, determination, or decree have no appeal, such provision shall be null and void and have no force or effect. All other provisions of this Agreement shall continue in full force and effect.



Agenda Item  
IV B:3  
September 9, 2021

**TO:** Members, Board of Education

**FROM:** Dr. Theresa Battle, Superintendent

**DATE:** August 30, 2021

**RE: Scoreboard**

**Speaker:** Lisa Rider, executive director of business services

**RECOMMENDATION:** That the Board of Education approve the Asset Purchase Agreement with the Black and Gold Alumni Foundation for the scoreboard in the amount of \$165,000 and authorize a board representative to execute any necessary documents at the scheduled closing where a completed Bill of Sale will be finalized.

Note: Copies of the Asset Purchase Agreement and Bill of Sale were sent to Black and Gold, Alumni Foundation.



\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Mark Olson, Board member

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF DAKOTA    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of August, 2021 by Mark Olson, a Board member of the BHS Black and Gold Alumni Foundation, a Minnesota nonprofit corporation.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Rita Casperson, Board member

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF DAKOTA    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of August, 2021 by Rita Casperson, a Board member of the BHS Black and Gold Alumni Foundation, a Minnesota nonprofit corporation.

\_\_\_\_\_  
Notary Public

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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into by and between BHS Black and Gold, Alumni Foundation, a Minnesota nonprofit corporation (the "Seller") and Independent School District No. 191 (Burnsville-Eagan-Savage), a Minnesota public school corporation ("Buyer") dated as of September \_\_, 2021 (the "Effective Date").

### RECITALS

A. On or about August 6, 2015, Seller purchased and installed on Buyer's property (specifically, the Bob Pates Stadium at Burnsville High School), at Seller's expense, an electronic scoreboard for Buyer's exclusive use (the "Scoreboard"), subject to Seller's right to sell advertising space on the Scoreboard and retain any revenues therefrom.

B. Buyer now desires to purchase the Scoreboard from Seller, but not assume any of Seller's liabilities associated with the Scoreboard, in accordance with the terms and subject to the conditions of this Agreement.

C. Seller desires to sell the Scoreboard to Buyer on the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I

#### PURCHASE AND SALE OF SCOREBOARD

1.1 **General.** On the terms and subject to the conditions of this Agreement, Seller agrees to sell, transfer, convey, and deliver to Buyer, and Buyer agrees to purchase from Seller, on the Closing Date (as defined in Section 3.1), the Scoreboard and all related accessories and fixtures thereto, including but not limited to the video display, sound system, audio mixer, wireless microphone, decorative panels, sponsor panels, decorative accents, custom animation kit, fiber optic cable and conduit, analog audio cable, I-beams, mountings, support structures, concrete footings, subsurface structures, and anchor points (the "Assets").

1.2 **Transfer of Assets.** The Assets will be transferred by Seller to Buyer in accordance with this Agreement free and clear of all liens, security interests or encumbrances (collectively, "Liens").

1.3 **No Assumption of Liabilities.** Buyer shall not assume any liabilities or obligations of Seller, and Seller shall be liable for all liabilities and obligations arising from or in connection with ownership of the Assets before the Closing Date, whether or not

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reflected in Seller's books and records. Under no circumstances shall any individual officers and directors of Seller incur any liability whatsoever under this Agreement.

## ARTICLE II

### PURCHASE PRICE

2.1 **Purchase Price.** Upon and subject to the terms herein, Buyer will pay to Seller the sum of One Hundred Sixty-Five Thousand and 00/100 Dollars (\$165,000) (the "Purchase Price").

2.2 **Payment of Purchase Price at Closing.** Upon and subject to the terms herein, Buyer shall pay the Purchase Price to Seller in cash or immediately available negotiable funds at Closing.

## ARTICLE III

### CLOSING

3.1 **Closing.** Subject to any earlier termination hereof, the closing of the transaction contemplated by this Agreement (the "Closing") shall take place at the administrative offices of Buyer on or before September 16, 2021 or this agreement shall become null and void. (or by means of remote communication) following the satisfaction or waiver of the conditions to Closing set forth in this Article III as the parties may agree (the "Closing Date"). All actions to be taken and all documents to be executed or delivered at Closing will be deemed to have been taken, executed and delivered simultaneously, and no action will be deemed taken and no document will be deemed executed or delivered until all have been taken, delivered and executed, except in each case to the extent otherwise stated in this Agreement or any such other document. Documents may be delivered at Closing by facsimile or other electronic means, and (except as so agreed) the receiving party may rely on the receipt of such documents so delivered as if the original had been received.

3.2 **Seller's Closing Deliveries.** At Closing, Seller will deliver, or cause to be delivered, to Buyer (or as Buyer or this Agreement otherwise directs), the following:

(a) a Bill of Sale dated the Closing Date (the "Bill of Sale"), executed by a duly authorized representative of Seller, conveying title to the Assets to Buyer;

(b) an officer's certificate of a duly authorized officer of Seller, to be prepared and provided by Buyer at least one week prior to closing dated the Closing Date and executed by such officer, certifying that attached thereto is a true, correct and complete copy of the resolutions of the Board of Directors of Seller authorizing the execution, delivery and performance of this Agreement and the transactions contemplated herein, in each case as are then in full force and effect;

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(c) Merchant Bank will have a representative present at closing who will present executed lien releases that are related in any way to the Assets;

(d) a certificate of good standing with respect to Seller from the Secretary of State of the State of Minnesota; and

(e) all other documents and items specifically required by this Agreement and specifically identified in this Agreement to be delivered, or caused to be delivered, by Seller at Closing.

3.3 **Buyer's Closing Deliveries.** At Closing, Buyer will deliver, or cause to be delivered, to Seller (or as Seller or this Agreement otherwise directs), the following:

(a) payment of the Purchase Price, pursuant to Section 2.2 hereof;

(b) the Bill of Sale, executed by Buyer;

(c) all other documents and items required by this Agreement to be delivered, or caused to be delivered, by Buyer at Closing.

3.4 **Termination of Agreement.** The sole and exclusive rights to terminate this Agreement before Closing (such right to terminate will not exist after Closing) and each party that has any such right are as follows:

(a) by mutual written consent of Buyer and Seller;

(b) by Buyer or Seller, if Closing has not occurred on or before September 16, 2021; or

(c) by Buyer, if prior to Closing, the Scoreboard is materially damaged or destroyed; however, prior to Buyer exercising Seller shall have the right to cure within a reasonable period of time; or

Termination of this Agreement under any of the preceding clauses will be effective immediately after September 16, 2021 if there is a failure to close. With respect to any other reasons identified, *supra*, termination of this agreement shall be two business days after the party seeking termination gives to each other party written notice of such termination. Notwithstanding any term in this Section 3.4, a party will not have the right to terminate this Agreement pursuant to any of such clauses if the failure to satisfy any material condition to Closing is the result of an intentional material breach by such party of any of its material representations, warranties, covenants or agreements herein.

3.5 **Effect of Termination.** Notwithstanding any other term herein, if this Agreement is terminated pursuant to Section 3.4, then this Agreement will be of no further force or effect. Upon any termination pursuant to Section 3.4, no party will have

any further liability hereunder or with respect hereto, except for any pretermination fraud or willful or intentional material breach by such party.

#### ARTICLE IV

##### REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

4.1 **Authorization; Execution and Delivery.** Seller has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Seller and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Seller. This Agreement constitutes a legal, valid and binding agreement on the part of Seller enforceable against it in accordance with its terms.

4.2 **Notices, Consents, and Approvals.** The execution and delivery by Seller of this Agreement and the consummation of the transactions contemplated hereby will not:

(a) require Seller to obtain any consent, approval, authorization, or action of, or make any filing with or give any notice to (each a "Consent"), any foreign, federal, state, municipal, or other governmental department, commission, board, bureau, agency or instrumentality (each, a "Governmental Entity") or any other person;

(b) violate, conflict with, or result in the breach of any of the terms of, result in a modification of the effect of, otherwise cause the termination of or give any other contracting party the right to terminate, or constitute a default (or give rise to any right of termination, cancellation, or acceleration) under, any of the provisions of any note, loan, bond, mortgage, indenture, license, agreement or other instrument or obligation to which the Assets may be subject;

(c) violate any law, statute, ordinance, rule or regulation (collectively, "Legal Requirements") or order, judgment, writ, injunction, determination, award or decree (collectively, "Orders"), addressed to or naming Seller, of any court or Governmental Entity applicable to Seller or the Assets;

(d) result in the creation of any Lien on the Assets; or

(e) violate any provision of the organizational documents of Seller.

4.3 **Corporate Organization.** Seller is a corporation duly organized,

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validly existing, and in good standing under the laws of the jurisdiction in which it is organized and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

4.4 ***Title to the Assets; Condition of Assets.***

(a) Seller has marketable title to the Assets free and clear of all Liens, with the exception of those with Merchant Bank, that will be satisfied at Closing..

(b) All of the Assets are sold "AS-IS" without warranties of condition. That being said, Seller is unaware of any defects that would affect the operation and functioning of the Scoreboard.

**ARTICLE V**

**REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller as follows:

5.1 ***Organization.*** Buyer is a duly authorized and existing public school corporation and political subdivision of the State of the Minnesota.

5.2 ***Authority.*** Buyer and its representative have the power and authority required to execute and deliver this Agreement and to perform its obligations hereunder.

5.3 ***Additional Buyer Representations and Warranties.*** The same representations and warranties imposed on Seller under Sec. 4.2, *supra*, shall apply to Buyer.

**ARTICLE VI**

**MISCELLANEOUS**

6.1 ***Amendment and Modification.*** This Agreement may be amended, modified or supplemented only by written agreement of the parties hereto.

6.2 ***Waiver of Compliance; Consents.*** Any failure of a party to comply with any obligation, covenant, agreement or condition herein, to the extent legally allowed, may be waived in writing by the other parties, but any such waiver or failure to insist upon strict compliance with the obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, the consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 6.2.

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6.3 **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of service if served personally on the party to whom notice is to be given, (b) on the day of transmission if sent via facsimile or electronic transmission to the facsimile number or email address given below, as applicable, and telephonic confirmation of receipt is obtained promptly after completion of transmission, (c) on the business day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service, or (d) on the fifth day after mailing, if mailed to the party to whom notice is to be given, by firstclass mail, registered or certified, returnreceipt requested, postage prepaid and properly addressed, to the party as follows:

If to Buyer:

Independent School District No. 191  
Diamondhead Education Center  
200 W. Burnsville Pkwy  
Burnsville, Minnesota 55337  
Attention: Superintendent of Schools

with a copy (which shall not constitute notice) to:

Kennedy & Graven, Chartered  
150 South 5th Street  
Suite 700  
Minneapolis, MN 55402-1299  
Attention: Maggie R. Wallner, Esq.

If to Seller:

BHS Black and Gold, Alumni Foundation  
19516 Hampshire Court  
Prior Lake, MN 55372  
Attention: Richard A. Pomije

6.4 **Assignment; ThirdParty Beneficiaries.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by any party without the prior written consent of the other party. This Agreement is not intended to confer upon any other person except the parties hereto any rights or remedies hereunder.

6.5 **Governing Law.** This Agreement shall be governed by the laws of the State of Minnesota.

6.6 **Severability.** If any term of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced, then all other terms of this Agreement will nevertheless remain in full force and effect, and such term automatically will be amended so that it is valid, legal and enforceable to the maximum extent permitted by applicable law, but as close to the parties' original intent as is permissible.

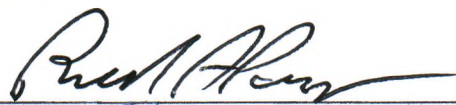
6.7 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Such counterparts may be executed and delivered by facsimile or other electronic means by any of the parties, and the receiving party may rely on the receipt of such document so executed and delivered as if the original had been received.

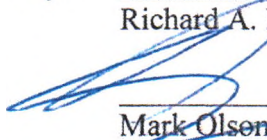
6.8 **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties in respect of the subject matter contained herein and supersedes all prior agreements and understandings among the parties with respect to that subject matter, including the Agreement dated August 6, 2015, between Seller and an employee of Buyer. There are no restrictions, promises, representations, warranties (express or implied), covenants, or undertakings of the parties, other than those expressly set forth or referred to in this Agreement.


**[Remainder of page intentionally left blank. Signature page follows.]**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the Effective Date stated above.

**BHS BLACK AND GOLD, ALUMNI  
FOUNDATION**

By:   
Richard A. Pomije, President

  
Mark Olson, Board member

  
Rita Casperson, Board member

**INDEPENDENT SCHOOL DISTRICT NO.**

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By: \_\_\_\_\_  
Board Chair

By: \_\_\_\_\_  
Clerk

**Agenda IV.A.9.  
September 9, 2021**

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

**From:** Rachel Gorton, director of technology

**Date:** September 2, 2021

**Re:** New Policy 634: *Electronic Technologies Acceptable Use* and Rescind Policy 524: *Internet Acceptable Use and Safety Policy*

**Recommendation:** Approve, on a first reading basis, New Policy 634: *Electronic Technologies Acceptable Use* and Rescind Policy 524: *Internet Acceptable Use and Safety Policy*

The new policy was reviewed by the Policy Review Committee. The policy requires annual review. The new policy was proposed by administration to replace Policy 524 and changes to the new policy were recommended by the Policy Review Committee.

*\Adopted:*

*Burnsville-Eagan-Savage School District Policy 634*

*Reviewed:*

*Revised:*

*Rescinds: IIBG and IIBG-E, 524*

## **634 ELECTRONIC TECHNOLOGIES ACCEPTABLE USE**

### **I. PURPOSE**

This policy sets forth parameters and guidelines for access to the school district's electronic technologies, use of personal electronic devices within the district, electronic communications, use of the district's network, internet, and social networking tools.

### **II. GENERAL STATEMENT OF POLICY**

Technology is one of many learning tools. The use of technology needs to be safe, appropriate, and aligned with the mission of the district. Access to the district's computer network and internet enables students and employees to explore libraries, databases, web pages, other online resources, and connect with people around the world. The district expects its instructional staff to blend safe and thoughtful use of the district's computer network, educational technologies and the internet throughout the curriculum, providing guidance to students.

### **III. DEFINITIONS**

- A. Electronic Technologies include but are not limited to computer hardware and software, operating systems, web-based information and applications, telephones and other telecommunications equipment, video and multimedia equipment, information kiosks, and office products such as copiers and printers.
- B. Social Networking Tools are computer software and web-based services that enable people to interact with each other and include but are not limited to blogs, wikis, video conferencing, online chat, and instant messaging.
- C. The District Network is any equipment or interconnected system or subsystem that is used in the acquisition, storage, manipulation, management, movement, control, display, switching, transmission, or reception of data or information. The District Network is inclusive of all infrastructure necessary to provide and manage systems including but not limited to internet access, data, telecommunications, and wifi.
- D. The term "harmful to minors" means any that: materials that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex or excretion; or
2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts or a lewd exhibition of the genitals; and
3. Taken as a whole, lacks serious literary, artistic, political or scientific value as to minors.

#### **III.IV. EDUCATIONAL USES**

Use of the district's electronic technologies is for educational purposes and district operations only. Use of district electronic resources is limited to district employees, ~~and~~ students, or other guests with expressed permission. Students and employees are expected to use electronic technologies to further the district's educational mission, goals and strategic direction. Students and employees are expected to use the district's electronic technologies to support classroom activities, educational research or professional enrichment.

Use of the district's electronic technologies is a privilege, not a right. The district's network, an educational technology, is a limited forum; the district may restrict speech for educational reasons.

#### **IV.V. GUIDELINES IN USE OF ELECTRONIC TECHNOLOGIES**

- A. Electronic technologies are assets of the school district and are protected from unauthorized access, modification, destruction or disclosure. Use of personal devices, while on district property, is subject to all policies and guidelines, as applicable, plus any state and federal laws related to ~~i~~Internet use, including copyright laws.
- B. The district reserves the right to monitor, read or copy any item on or using the district's electronic technologies, including its network.
- C. Students and employees will not vandalize, damage or disable any electronic technology or system used by the district.
- D. By authorizing use of the district system, the district does not relinquish control over materials on the system or contained in files on the system. Users should not expect privacy in the contents of personal files on the district system.
- E. Routine maintenance and monitoring of electronic technologies, including the district network, may lead to a discovery that a user has violated this policy, another school district policy or the law.

#### **V.VI. UNACCEPTABLE USES OF ELECTRONIC TECHNOLOGIES AND DISTRICT NETWORK**

Misuse of the district's electronic technologies may lead to discipline of the offending employee or student. The following uses of school district electronic technologies while either on/off district property and/or personal electronic technologies while on district property and district network ("electronic technologies") are considered unacceptable:

- A. Users will not use electronic technologies to create, access, review, upload, download, complete, store, print, post, receive, link, transmit or distribute:
1. Pornographic, obscene or sexually explicit material or other visual depictions;
  2. Obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful or sexually explicit language;
  3. Materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
  4. Materials that use language or images that advocate violence or discrimination toward other people or that may constitute harassment, discrimination or threatens the safety of others;
  5. Orders for shopping online during time designated as work time by the district; and
  6. Storage of personal photos, videos, music or files not related to educational purposes for any length of time.
- B. Users will not use electronic technologies to knowingly or recklessly post, transmit or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
- C. Users will not use electronic technologies to engage in any illegal act or violate any local, state or federal laws.
- D. Users will not use electronic technologies for political campaigning.
- E. Users will not use electronic technologies to vandalize, damage or disable the property of another person or organization. Users will not make deliberate attempts to degrade or disrupt equipment, software or system performance by spreading computer viruses, engaging in "spamming" or by any other means. Users will not tamper with, modify or change the district system software, hardware or wiring or take any action to violate the district's security system. Users will not use the district's electronic technologies in such a way as to disrupt the use of the system by other users.
- F. Users will not use electronic technologies to gain unauthorized access to

information resources or to access another person's materials, information or files without the implied or direct permission of that person.

- G. Users must not deliberately or knowingly delete a student or employee record file.
- H. Users will not use electronic technologies to post information in public access areas regarding private or confidential information about another person. Private or confidential information is defined by board policy, state law, and federal law.
  - 1. This paragraph does not prohibit the posting of employee contact information on district web pages. Refer to Policy 515 (Protection and Privacy of Student Records) for direction on directory information for students and how this can be used.
  - 2. This paragraph does not prohibit communications between employees and other individuals when such communications are made for legitimate education reasons or personnel-related purposes (i.e. communications with parents or other staff members related to students).
  - 3. This paragraph specifically prohibits the use of electronic technologies to post private or confidential information about another individual, employee or student, on social networks.
- I. Users will not repost or resend a message that was sent to the user privately without the permission of the person who sent the message.
- J. Users will not attempt to gain unauthorized access to the district's electronic technologies or any other system through electronic technologies, attempt to log in through another person's account, or use computer accounts, access codes or network identification other than those assigned to the user. Users must keep all account information and passwords private.
- K. Users will not use external proxy servers or other means of bypassing the district's Internet content filter.
- L. Messages and records on the district's electronic technologies may not be encrypted without the permission of director of ~~media and technology services~~.
- M. Users will not use electronic technologies to violate copyright laws or usage licensing agreements:
  - 1. Users will not use another person's property without the person's prior approval or proper citation;
  - 2. Users will not download, copy or exchange pirated software including freeware and shareware; and

3. Users will not plagiarize works found on the ~~i~~Internet or other information resources.

N. Users will not use electronic technologies for unauthorized commercial purposes or financial gain unrelated to the district's mission. Users will not use electronic technologies to offer or provide goods or services or for product placement.

O. Use of Unmanned Airborne Vehicles (UAV's) or drones is prohibited on school property without prior approval of the director of ~~media and~~ technology ~~services~~, director of operations, properties and transportation or building principal.

## ~~VI.VII.~~ VI.VII. USER NOTIFICATION

Users will be notified of school district policies relating to ~~i~~Internet use. This notification must include the following:

- A. Notification that ~~i~~Internet use is subject to compliance with district policies.
- B. Disclaimers limiting the district's liability relative to:
  - 1. Information stored on district disks, drives or servers.
  - 2. Information retrieved through district computers, networks or online resources.
  - 3. Personal property used to access district computers, networks or online resources.
  - 4. Unauthorized financial obligations resulting from use of district resources or accounts to access the ~~i~~Internet.
- C. A description of the privacy rights and limitations of district sponsored or managed ~~i~~Internet accounts.
- D. Notification that the collection, creation, reception, maintenance and dissemination of data via the ~~i~~Internet, including electronic communications, is governed by Policy 406, Public and Private Personnel Data, and Policy 515, Protection and Privacy of Student Records.
- E. Notification that should the user violate this ~~the district's acceptable use~~ policy, the user's access privileges may be revoked, academic sanctions may result, school disciplinary action may be taken, and/or appropriate legal action may be taken.
- F. Notification that all provisions of the acceptable use policy are subordinate to local, state and federal laws.

### G. Family Notification

1. Notification that the district uses technical means to limit student ~~i~~Internet access however, the limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
2. Notification that goods and services can be purchased over the ~~i~~Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the ~~i~~Internet is the sole responsibility of the student or the student's parents.

## ~~VII.VIII.~~ VIII. STUDENTS

### A. Internet Use Agreement

1. ~~2.~~ The proper use of the ~~i~~Internet and educational technologies and the educational value to be gained from proper usage is the joint responsibility of students, parents and employees of the school district.
2. ~~3.~~ This policy requires the permission of and supervision by the school's designated professional staff before a student may use a district account or educational technologies to access the ~~i~~Internet.
3. ~~4.~~ Students have access to ~~i~~Internet resources. ~~while on district property.~~
4. Students using social networking tools and curriculum content management software for a teacher's assignment are required to keep personal information as stated above out of their postings (see Section V.H).
5. Students using educational technologies for social networking are limited to educational purposes and must follow the Online Code of Ethics (Appendix ~~H~~) and Policy 514, Bullying Prohibition.

### B. Parents' Responsibility; Notification of Student Internet Use

Outside of school, parents bear responsibility for the same guidance of ~~i~~Internet use as they exercise with other technology information sources. Parents are responsible for monitoring their student's use of the district system and district educational technologies, even if the student is accessing the district system from home or a remote location.

## ~~VIII.IX.~~ VIII. GUEST ACCESS AND INTERNET USE

- A. Guest access to the school district's open wireless network is provided as a service to the community, and is subject to all district policies and guidelines, plus any state and federal laws related to ~~i~~Internet use, including copyright laws. See Appendix III, Personal Device Access.

- B. Guest access provides limited bandwidth, filtered for the following services:
1. Web access (~~http and https~~)
  2. Email services (~~pop, imap~~)
  3. Virtual private network services (VPN)
- C. Limited technical support is provided for guest access, ~~and is identified in the service level agreement found on the district technology website.~~

## IX.X. EMPLOYEES

### A. Use of Email

The school district provides access to electronic mail for district communication between district employees and students, families, and community.

~~1. The email system will not be used for outside business ventures or other activities that conflict with board policy.~~

2.1. All emails received by, sent through, or generated by computers using the district network are subject to review by the district.

~~3. Appropriate language must be used when communicating using the district email system or network.~~

4.2. All emails are assumed to be documents that can be disclosed to the public unless the content of the email is protected as private or confidential information under data privacy laws. All information contained in an email must be treated in accordance with Policy 406, Public and Private Personnel Data, and Policy 515, Protection and Privacy of Student Records, regarding student and employee data privacy.

~~5. All emails to a student's parents or guardians about a student must adhere to the following precautions:~~

~~a. Do not use email to communicate about confidential student information unless the parent or guardian has requested the communication.~~

~~b. Do not put information in an email that you would not put on district letterhead.~~

~~c. Emails containing student information should be sent to the parent or guardian's personal email address unless requested otherwise.~~

~~d. A phone call is the means for sharing confidential student information. Do not leave voice mail messages containing confidential information.~~

~~6.3~~ Employees will not provide access to their email accounts to non-employees.

~~7. All emails should include the employee's name and telephone number at the bottom of the email.~~

~~8.4~~ It is recommended that electronic mail contain a confidentiality notice, similar to the following:

If the information in this email relates to an individual or student, it may be private data under state or federal privacy laws. This individual private data should not be reviewed, distributed or copied by any person other than the intended recipient(s), unless otherwise permitted under law. If you are not the intended recipient, any further review, dissemination, distribution, or copying of this electronic communication or any attachment is strictly prohibited. If you have received an electronic communication in error, you should immediately return it to the sender and delete it from your system.[LR1]

~~9.5~~ Employees will report inappropriate emails to ~~the media specialist~~, the employee's supervisor or the ~~director of media and technology~~[LR2].

~~10.6~~ Emails having content governed by the district's record retention schedule must be kept in accordance with the retention schedule.

## B. Use of Electronic Technologies

1. Electronic technologies are provided primarily for work-related, educational purposes.
2. Inappropriate use of electronic technologies includes, but is not limited to:
  - a. Posting, viewing, downloading or otherwise receiving or transmitting offensive, defamatory, pornographic or sexually explicit materials;
  - b. Posting, viewing, downloading or otherwise receiving or transmitting materials that use language or images that advocate violence or discrimination toward other persons;
  - c. Posting, viewing, downloading or otherwise receiving or transmitting material that may constitute harassment or discrimination contrary to district policy and state and federal law;
  - d. Engaging in computer hacking or other related activities;
  - e. Attempting to, actually disabling or compromising the security of information contained on the district network or any computer; and
  - f. Engaging in any illegal act in violation of any local, state or federal laws.

3. Employees may participate in public ~~i~~Internet discussion groups using the electronic technologies, but only to the extent that the participation:
  - a. Is work-related;
  - b. Does not reflect adversely on the district;
  - c. Is consistent with district policy; and
  - d. Does not express any position that is, or may be interpreted as, inconsistent with the district's mission, goal or strategic plan.
4. Employees may not use the district network or electronic technologies to post unauthorized or inappropriate personal information about another individual on social networks.
5. Employees will observe all copyright laws. Information posted, viewed or downloaded from the ~~i~~Internet may be protected by copyright. Employees may reproduce copyrighted materials only in accordance with Policy 622, Copyright Policy.
6. All files downloaded from the ~~i~~Internet must be checked for possible computer viruses. The district authorized virus checking software installed on each district computer will ordinarily perform this check automatically; however, employees should contact the district's director of ~~media and~~ technology services before downloading any materials for which the employee has questions.

### C. Employee Responsibilities

1. Employees who are transferring positions or leaving positions must leave all work-related files and electronic technologies, including form letters, handbooks, databases, procedures, and manuals, regardless of authorship, for their replacements.
2. Individual passwords for computers are confidential and must not be shared.
  - a. If an employee's password is learned by another employee, the password should be changed immediately.
  - b. An employee is responsible for all activity performed using the employee's password.
  - c. No employee should attempt to gain access to another employee's documents with~~out~~ prior express authorization.
  - d. An active terminal with access to private data must not be left unattended and must be protected by password protected screen savers.

3. Employees are expected to use technology necessary to perform the duties of their position.
4. Employees who fail to adhere to district policy are subject to disciplinary action in accordance with their collective bargaining agreement or contract. Disciplinary action may include suspension or withdrawal of internet or email access, payment for damages or repair, termination and/or referral to civil or criminal authorities for prosecution.

#### **XI. DISTRICT WEB PRESENCE**

The school district website provides information and a venue for communications with students, employees, parents and the community.

##### **A. District Website**

1. The district will establish and maintain a website. The website will include information regarding the district, its schools, district curriculum, extracurricular activities and community education.
2. The district webmaster will be responsible for maintaining the district website and monitoring district web activity.
3. All website content will support and promote the district's mission, goals and strategic direction.
4. The district's website will provide parents with a web portal to resources.

## B. School Website

1. Each school will establish and maintain a website. The website will include information regarding the school, its employees, and activities.
2. The principal will appoint staff, who will be responsible for maintaining the school's website.
3. All website content will support and promote the district's mission, goals and strategic direction.

## C. Classroom and Teacher Web-Online Content

1. Teachers have the option of establishing a website that supports classroom instruction. The district may provide a standard option within the district's website for basic information about the teacher, such as contact information, personal narrative and links to class resources. ~~as part of the district's website. The district encourages all teachers to establish a web page that supports their classroom instruction.~~
2. If a teacher establishes a web page, they are responsible for maintaining the web page.
3. ~~All classroom and Teacher web pages must be linked to the teacher's staff directory page. district website.~~ [AT3]

## D. Student ~~Web~~ Online Content

1. Students may create ~~web pages~~ online content as part of classroom activities with teacher supervision.
2. ~~Student web pages~~ online content must follow the Online Code of Ethics, Appendix I. ~~and include the following notice: "This is a student produced web page. Opinions expressed on this page are not attributable to the district."~~
3. The classroom teacher will monitor all student-produced online ~~web~~ content produced as part of classroom assignments and remove inappropriate material.
4. A classroom teacher or advisor will review student-produced ~~web pages~~ online content to determine if the contents should be removed at the conclusion of the course grading period or activity.

## E. Department and Noninstructional Web-Online Content

1. Departments and noninstructional programs may also create web-online content, including web pages to support their departments or programs.
2. The establishment of web pages must be approved by the program administrator.
3. Once established, the individual departments or programs must appoint an employee(s)

who will maintain the web page.

F. District Activity ~~Web-Online~~ Content

1. With the approval of the building principal, a school board-approved district activity may establish a web page.
2. All ~~web page-online~~ content will support the activity and the district's mission, goals and strategic direction.
3. The building principal and his/her designee will oversee the content of these web pages.
4. ~~School board approved district activities' web pages must include the following notice: "This is an organization produced web page. Opinions expressed on this page are not attributable to the district." [AT4]~~

~~XI.XII.~~ XII.XII. RECORDS MANAGEMENT AND ARCHIVING

All technological data is data under the Minnesota Government Data Practices Act, the Family Educational Rights and Privacy Act, Records Retention Schedule, and school board policy.

~~XII.XIII.~~ XII.XIII. FILTER

- A. With respect to any of its ~~computers-electronic technologies~~ with ~~i~~Internet access, and personal devices accessing the school district network, the district will follow the guidelines provided by the Children's Internet Protection Act, and will monitor the online activities of users and employ technology protection measures during any use of such ~~computers-electronic technologies~~ by users. The technology protection measures utilized will, to the extent possible, block or filter ~~i~~Internet access to any ~~visual depictions that are:~~ [LR5] material that is:
  1. Obscene;
  2. Child pornography; or
  3. Harmful to minors.
- ~~B. The term "harmful to minors [AT6]" means any picture, image, graphic image file, or other visual depiction that: materials that:~~
  - ~~1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex or excretion; or~~
  - ~~2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts or a lewd exhibition of the genitals; and~~
  - ~~3. Taken as a whole, lacks serious literary, artistic, political or scientific value as to minors.~~

### ~~XIII~~.XIV. LIABILITY

Use of the school district’s educational technologies is at the user’s own risk. The system is provided on an “as is, as available” basis. The district will not be responsible for any damage users may suffer. The district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system, nor is it responsible for damages or injuries from improper communications or damage to property used to access school computers and online resources. The district will not be responsible for financial obligations arising through unauthorized use of the district’s educational technologies or the Internet.

~~By this language, as a public governmental entity, the indemnity clause of Facebook’s Statement of Rights and Responsibilities is nullified. [LR7]~~

### XIV.XV. IMPLEMENTATION; POLICY REVIEW

- A. The school district administration may develop appropriate user notification forms, guidelines and procedures necessary to implement this policy for submission to the school board for information. These guidelines, forms and procedures will be an addendum to this policy.
- B. The administration will revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.
- C. The district electronic technologies policy is available for review by parents, employees and members of the community.
- D. Due to the rapid evolution in educational technologies, the school board will conduct an annual review of this policy.

#### **Legal References:**

15 U.S.C. § 6501 *et seq.* (Children’s Online Privacy Protection Act) 17  
 U.S.C. § 101 *et seq.* (Copyrights)  
 20 U.S.C. § 6751 *et seq.* (Enhancing Education Through Technology Act of 2001) 47  
 U.S.C. § 254 (Children’s Internet Protection Act)  
 47 C.F.R. § 54.520 (FCC rules implementing CIPA) Minn.  
 Stat. § 121A.031 (School Student Bullying Policy) Minn. Stat.  
 § 125B.15 (Internet Access for Students)  
 Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act) *Tinker v. Des Moines Indep. Cmty. Sch. Dist.*, 393 U.S. 503 (1969) *United States v. American Library Association*, 539 U.S. 194 (2003)  
*Tatro v. Univ. of Minnesota*, 800 N.W.2d 811 (Minn. App. 2011)  
*Layshock v. Hermitage Sch. Dist.*, 650 F.3d 205 (3rd Cir. 2011)  
*JS v. Bethlehem Area Sch. Dist.*, 807 A.2d 847 (Pa. 2002)

**Cross References:**

[Burnsville-Eagan-Savage School District Policy 403 \(Discipline, Suspension and Dismissal of School District Employees\)](#)

[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 505 \(Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees\)](#)

[Burnsville-Eagan-Savage School District Policy 506 \(Student Discipline\)](#)

[Burnsville-Eagan-Savage School District Policy 514 \(Bullying Prohibition\)](#)

[Burnsville-Eagan-Savage School District Policy 515 \(Protection and Privacy of Student Records\)](#)

[Burnsville-Eagan-Savage School District Policy 521 \(Student Disability Nondiscrimination\)](#)

[Burnsville-Eagan-Savage School District Policy 603 \(Curriculum Development\)](#)

[Burnsville-Eagan-Savage School District Policy 606 \(Instructional Resources\)](#)

[Burnsville-Eagan-Savage School District Policy 622 \(Copyright Policy\)](#)

[Burnsville-Eagan-Savage School District Policy 806 \(Emergency Operations Policy\)](#)

[Burnsville-Eagan-Savage School District Policy 904 \(Distribution of Materials on School District Property by Non-school Persons\)](#)

[Policy 622 \(Copyright Policy\)](#)

## Appendix I to Policy 634

**ONLINE CODE OF ETHICS**

In Burnsville-Eagan-Savage School District 191, it is important to use information and technology in safe, legal, and responsible ways. At the same time, the district has a desire for our students to leave our system with a “positive digital footprint,” so that employers and postsecondary institutions can see the great work that they have done. We embrace these conditions as facets of being a digital citizen and strive to help students develop a positive digital footprint.

1. Students accessing or using electronic products including but not limited to blogs, wikis, podcasts, Google applications and district learning management systems for student assignments are required to keep personal information out of their postings.

At the high school level parents may opt to allow their students to utilize their full name in order to increase their positive digital footprint when publishing to an authentic audience.

2. Students will select online names that are appropriate and will consider the information and images that are posted online at an age appropriate level.
3. Students will not log in to the network as another classmate.
4. Students using electronic tools will treat these tools as a classroom space. Speech that is inappropriate for class is not appropriate on electronic tools. Students are expected to treat others and their ideas online with respect.
5. Assignments on electronic tools are like any other assignment in school. Students, in the course of completing the assignment, are expected to abide by policies and procedures in the student handbook, including those policies regarding plagiarism and acceptable use of technology.
6. ~~Student blogs are to be a~~ Electronic forums for student expression; ~~however, they~~ are first and foremost ~~a tool~~ tools for learning. The district may restrict speech for valid educational reasons as outlined in board policy.
7. Students will not use the ~~i~~Internet, in connection with the teacher assignments, to harass, discriminate, bully or threaten the safety of others. If students receive a comment on an electronic forum ~~a blog or other electronic tool~~ used in school that makes them feel uncomfortable or is not respectful, they must report this to a teacher, and must not respond to the comment. Student conduct that occurs off-campus, but has a connection to the school environment, may form the basis for school discipline. This specifically includes activities that occur off- campus over the internet, on social media, or through other communications.
8. Students accessing electronic tools from home or school, using school equipment, will not download or install any software without permission, ~~and not click on ads or competitions, ATS.~~
9. Students should be honest, fair and courageous in gathering, interpreting and expressing information for the benefit of others. Always identify sources and test the accuracy of information from all sources.
10. Students will treat information, sources, subjects, colleagues and information consumers as people deserving of respect. Gathering and expressing information should never cause harm or threaten to be harmful to any person or group of people.

11. Students are accountable to their readers, listeners and viewers and to each other. Admit mistakes and correct them promptly. Expose unethical information and practices of others.
12. Users will not repost or resend content that was sent to the user privately without the permission of the person who created the content.
13. School board policies concerning acceptable use of electronic technology include the use of these electronic tools for school activities (~~Policy 622 – Copyright Policy~~ and Policy 634 – Electronic Technologies Acceptable Use).
14. Failure to follow this code of ethics will result in academic sanctions and/or disciplinary action.

Revised: Modified:

## Appendix II to Policy 634

### Personal Device Access

Users of personal devices connecting to the Burnsville-Eagan-Savage School District 191 public network must abide by district's Electronic Technologies Acceptable Use Policy (Board Policy 634).

Though guests may use their personal device and expect some aspects of privacy, use of our network and systems have the following expectations:

1. Use at your own risk. Use of the District 191 network is at the device owner's discretion and therefore Burnsville Public Schools is not responsible for any loss, damage or adverse effects that may occur to a device while on our network.
2. The District 191 network is filtered. Known inappropriate and/or malicious sites, and many non-instructional sites, are blocked. Use of the district network and systems requires that owners of personal devices adhere to legal and ethical conduct, and refrain from attempting to access blocked content.
3. Expectation of privacy. Access to the contents of a personal devices is governed by local and federal laws. However, while accessing The District 191 network, systems and buildings, there is not a right to privacy of any content, and as such, may be monitored for inappropriate or illegal activities.
4. District 191 reserves the right to maintain records of usage. District 191 immediately terminates the privilege to use its network should it become aware that the network is being used for inappropriate or illegal activities. The district reserves the right to take appropriate action in the event inappropriate or illegal activities are discovered on our systems or network.

*Adopted: 3/97*

*Burnsville-Eagan-Savage School District Policy 524*

*Reviewed: 11/15/2018*

*Revised: 12/13/2018*

*Rescinds: IIBG and IIBG-E*

## **524 INTERNET ACCEPTABLE USE AND SAFETY POLICY**

### **I. PURPOSE**

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet and other digital resources. This policy also applies to the use of personally owned computing devices when used in school and on school networks and on non-school networks during school.

### **II. GENERAL STATEMENT OF POLICY**

In making decisions regarding student and employee access to the school district digital resources the school district considers its own stated educational mission, goals, and objectives. Digital literacy skills are now fundamental to preparation of citizens and future employees. Access to the school district digital resources enables students and employees to explore thousands of libraries, databases, expert opinions, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of digital resources, student-owned communication devices, and the Internet throughout the curriculum and will provide guidance and instruction to students in their use as part of the mandated curriculum. Students will recognize that responsibility for positive uses of digital resources belongs to them.

### **III. LIMITED EDUCATIONAL PURPOSE**

The school district is providing students and employees with access to the school's digital resources which includes Internet access. The purpose of the resources is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the resources for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access and other digital resources through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

### **IV. USE OF DIGITAL RESOURCES**

Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or restriction of use or access

privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

## **V. UNACCEPTABLE USES**

- A. The following uses of the school district digital resources are considered unacceptable:
1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit, or distribute:
    - a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;
    - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
    - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
    - d. information or materials that could cause damage or danger of disruption to the educational process;
    - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
    - f. Users will not use external proxy servers or other means of bypassing the district's Internet content filter to gain access to these materials.
  2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
  3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.
  4. Users will not use digital resources to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.

5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.
6. Users will not use digital resources to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.
  - a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or guardians or other staff members related to students).
  - b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:
    - (1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent or guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or
    - (2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.

- c. The district may set up user accounts for students in commercial products in which the user agreement follows COPPA compliance.

Vetting of such products is to be done at the district level.

7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person's account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.
  8. Users will not use digital resources to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of non-licensed software or media or copying software or media to or from any school computer. Users will give proper attribution to works in all media they find on the Internet.
  9. Users will not use the school digital resources for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement.
  10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy 514. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.
- B. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations include, but are not limited to, situations where the school district system is compromised or if a school district employee or student is negatively impacted. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or restriction of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.
- C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that

the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

- D. Students and employees using privately-owned electronic devices must follow the policy stated in this document while on school property, attending any school-sponsored activity, or using the [school] network.

## **VI. FILTER**

- A. With respect to any of its devices with Internet access, the school district may monitor the online activities of both minors and adults and employ technology protection measures during any use of such devices by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:

1. Obscene;
2. Child pornography; or
3. Harmful to minors.

The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that:

- a. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
  - b. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
  - c. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
  - d. Can be considered hate speech (as defined by law).
  - e. Can be considered a recruiting tool for radical organizations (as defined by law).
- B. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
- C. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable

access for bona fide research or other lawful purposes.

- D. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.
- E. The school district may create filtering policies specific to groups using defined processes.

## **VII. CONSISTENCY WITH OTHER SCHOOL POLICIES**

Use of the school district computer system and use of the Internet shall be consistent with school district policies and the mission of the school district.

## **VIII. LIMITED EXPECTATION OF PRIVACY**

- A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.
- B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.
- C. An individual investigation or search will be conducted only if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- D. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure or discovery under Minn. Stat. Ch. 13 (the Minnesota Government Data Practices Act).

## **IX. DIGITAL RESOURCES USE AGREEMENT**

- A. The proper use of digital resources including the Internet, and the educational value to be gained from proper digital resource use, is the joint responsibility of students, parents or guardians, and employees of the school district.
- B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.
- C. Annually, a building administrator, principal or designated staff member is responsible to inform students of policies and guidelines for access to the school

district computer system and acceptable and safe use of the internet, including all electronic communications.

## **X. LIMITATION ON SCHOOL DISTRICT LIABILITY**

Use of the school district digital resources is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on any media or contracted service, including but not limited to, hard drives, servers, or cloud-based applications or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

## **XI. USER NOTIFICATION**

- A. All users shall be notified of the school district policies relating to Internet use.
- B. This notification shall include the following:
  1. Notification that Internet use is subject to compliance with school district policies.
  2. Disclaimers limiting the school district's liability relative to:
    - a. Information stored on school district diskettes, hard drives, servers, or officially contracted vendor applications.
    - b. Information retrieved through school district computers, networks, or online resources.
    - c. Personal property used to access school district computers, networks, or online resources.
    - d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.
  3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
  4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
  5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any

financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents or guardians.

6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by Policy 406, Public and Private Personnel Data, and Policy 515, Protection and Privacy of Pupil Records.
7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

## **XII. PARENTS OR GUARDIANS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE**

- A. Outside of school, parents or guardians bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents or guardians are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.
- B. Parents or guardians will be notified that their students will be using school district resources/accounts to access the Internet. This notification should include:
  1. A copy of the user notification form provided to the student user.
  2. A description of parent/guardian responsibilities.
  3. A statement that the school district's acceptable use policy is available for parental review.

## **XIII. IMPLEMENTATION; POLICY REVIEW**

- A. The school district administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.
- B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.
- C. The school district Internet policies and procedures are available for review by all

parents, guardians, staff, and members of the community.

- D. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

**Legal References:** 15 U.S.C. § 6501 *et seq.* (Children’s Online Privacy Protection Act)  
 17 U.S.C. § 101 *et seq.* (Copyrights)  
 47 U.S.C. § 254 (Children’s Internet Protection Act of 2000 (CIPA))  
 47 C.F.R. § 54.520 (FCC rules implementing CIPA)  
 Minn. Stat. § 121A.0695 (School Board Policy; Prohibiting Intimidation and Bullying)  
 Minn. Stat. § 125B.15 (Internet Access for Students)  
 Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)  
*Tinker v. Des Moines Indep. Cmty. Sch. Dist.*, 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)  
*United States v. Amer. Library Assoc.*, 539 U.S. 194, 123 S.Ct. 2297, 56 L.Ed.2d 221 (2003)  
*Doninger v. Niehoff*, 527 F.3d 41 (2<sup>nd</sup> Cir. 2008)  
*R.S. v. Minnewaska Area Sch. Dist. No. 2149*, No. 12-588, 2012 WL 3870868 (D. Minn. 2012)  
*Tatro v. Univ. of Minnesota*, 800 N.W.2d 811 (Minn. App. 2011), *aff’d* on other grounds 816 N.W.2d 509 (Minn. 2012)  
*S.J.W. v. Lee’s Summit R-7 Sch. Dist.*, 696 F.3d 771 (8<sup>th</sup> Cir. 2012)  
*Kowalski v. Berkeley County Sch.*, 652 F.3d 656 (4<sup>th</sup> Cir. 2011)  
*Layshock v. Hermitage Sch. Dist.*, 650 F.3d 205 (3<sup>rd</sup> Cir. 2011)  
*Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist.*, 853 F.Supp.2d 888 (W.D. Mo. 2012)  
*M.T. v. Cent. York Sch. Dist.*, 937 A.2d 538 (Pa. Commw. Ct. 2007)  
*J.S. v. Bethlehem Area Sch. Dist.*, 807 A.2d 847 (Pa. 2002)

**Cross References:** Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
 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 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)  
 Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)  
 Burnsville-Eagan-Savage School District Policy 514 (Bullying Prohibition Policy)  
 Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)  
 Burnsville-Eagan-Savage School District Policy 519 (Interviews of Students by Outside Agencies)  
 Burnsville-Eagan-Savage School District Policy 521 (Student Disability)

Nondiscrimination)

Burnsville-Eagan-Savage School District Policy 522 (Student Sex Nondiscrimination)

Burnsville-Eagan-Savage School District Policy 603 (Curriculum Development)

Burnsville-Eagan-Savage School District Policy 604 (Instructional Curriculum)

Burnsville-Eagan-Savage School District Policy 606 (Textbooks and Instructional Materials)

Burnsville-Eagan-Savage School District Policy 806 (Emergency Operations Policy)

Burnsville-Eagan-Savage School District Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)