



Future Ready. Community Strong.

Regular Meeting Agenda

Diamondhead Education Center
200 W. Burnsville Pkwy
Burnsville, MN 55337
April 28, 2022
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 Listening Session with Directors Scott Hume and Sue Said

I. Call to Order

- A. Welcome
- B. Pledge of Allegiance

II. Approval of Agenda

III. Information

- A. Internet Fiber Infrastructure Opportunity with Dakota County and City of Burnsville 3

Speaker(s): Rachel Gorton, Director of Technology

- B. Committee, Board Appointment and School Assignment Reports 14

IV. Business Meeting

A. Consent Agenda

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

- 1. Approve Minutes 15
- 2. Approve Personnel Recommendations 21
- 3. Adopt a Resolution to Accept Donations 22
- 4. Approve Payroll, Receipts, Expenses and Investments 24
- 5. Accept the Budget Analysis
- 6. Receive a Report about the Listening Session

7. Approve, on a Second Reading Basis, Non-substantive Changes to Policies 206: Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations, 211: Criminal or Civil Action Against School District, School Board Member, Employee, or Student, 423: Employee-Student Relations, 519: Interviews of Students by Outside Agencies, and 532: Use of Peace Officers and Crisis Teams to Remove Students with IEPs From School Grounds	84
8. Approve, on a Second Reading Basis, Changes to Policy 414: Mandated Reporting of Child Neglect or Physical or Sexual Abuse	107
9. Approve, on a Second Reading Basis, New Policy 535: <i>Service Animals in Schools</i> and Changes to Policy 799: <i>Animals in the Schools</i>	116
B. New Business	125
1. Adopt a Resolution Approving Purchase Agreement for Metcalf Middle School Speaker(s): Stacie Kvilvang, Ehlers	128
2. Approve New Transportation Contract with Schmitt & Sons/CSTMN/CESO Speaker(s): Lisa Rider, Executive Director of Business Services	149
3. Approve Middle School End Times Speaker(s): Dr. Theresa Battle, Superintendent	171
4. Adopt a Resolution Terminating Non-Licensed Staff Hours at the End of the 2021-2022 School Year Speaker(s): Stacey Sovine, Executive Director of Human Resources	172
5. Adopt a Resolution Terminating Classified Staff at the End of the 2021-2022 School Year Speaker(s): Stacey Sovine, Executive Director of Human Resources	174
6. Joint Powers Agreement for Burnsville Senior Citizens' Center Speaker(s): Lisa Rider, Executive Director of Business Services	175
7. Joint Powers Agreement for the Garage Speaker(s): Lisa Rider, Executive Director of Business Services	178
V. Adjourn	



**Agenda III.A.
April 28, 2022**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Rachel Gorton, director of technology

Date: April 21, 2022

Re: Internet Fiber Infrastructure Opportunity to partner with Dakota County and City of Burnsville

Receive a report about the Internet Fiber Infrastructure Opportunity from Rachel Gorton, director of technology.

**Internet Fiber Infrastructure
Opportunity with Dakota⁴
County and City of Burnsville**

Board Report

**Rachel Gorton
Independent School District 191
Director of Technology**

April 28, 2022



Overview

- » Overview
- » Introductions
- » Benefits for Independent School District 191(ISD191)
- » Considerations for ISD191
- » Next Steps

Overview

- Current fiber lease for all ISD191 sites in Burnsville and Eagan will expire January 2024
- Opportunity to partner with Dakota County and the City of Burnsville to build out a new fiber network for our district sites in Dakota County
 - ISD191's portions of the project are interwoven with larger plan
 - Dakota County has partnered with other school districts on similar projects
- Preview of project planning

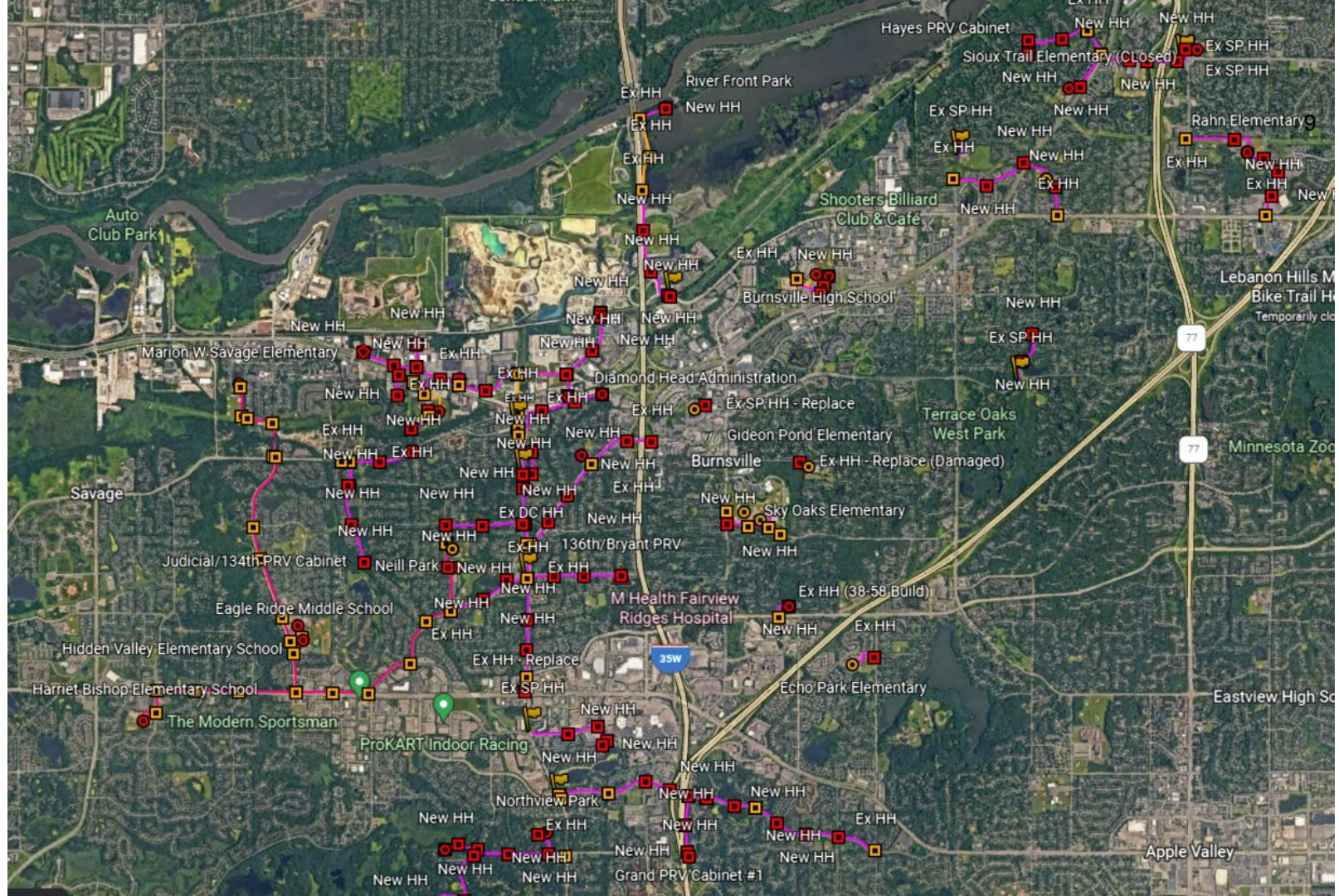
Partnership

7

Dakota County

City of Burnsville
Tom Venables, IT Director

Bob Weiler
Network Administrator
ISD191



Benefits for ISD191

- Own our fiber for our Burnsville and Eagan schools
- Increased capacity to our fiber network
- Added resiliency
- Ongoing partnership with local government agencies
- Significant fiber infrastructure added at low cost to ISD191

Considerations for ISD191

- Utilization of all possible funding for project
 - eRate - Federal funding for internet connections to schools
 - Dakota County 2023 CIP (Capital Improvement Plan) budget
- JPA (Joint Powers Agreement) and IRU (Indefeasible Right of Use)
- Status of closed schools

Timeline and Next Steps

Estimated Timeline	Item
Ongoing	Continued planning with Dakota County and the City of Burnsville
Summer 2022	JPA and IRU finalization
Late summer 2022	eRate application
Fall 2022	Recommendation for ISD191 Board Approval

Thank You

To: Board of Education
 Dr. Theresa Battle, superintendent

From: Lesley Chester, board chair

Date: April 15, 2022

Re: Committee, Board Appointment and School Assignment Reports

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

Committees:

- Policy Review Committee – Toni Conner
- Negotiations Committee – Abigail Alt
- Legislative Committee – Scott Hume
- Student Performance and Achievement Committee – Lesley Chester

Board Appointments:

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

School Assignments:

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

School Board Minutes
 INDEPENDENT SCHOOL DISTRICT 191
 April 14, 2022

The regular meeting of the Board of Education was called to order by Chair Chester 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, Conner, Miller, and Chair Chester were present. Directors Hume, Said and Werb were absent. Superintendent Battle, Student Representative Zoe Olson, administrators, staff and members of the public were also present.

Attendance

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

Welcome and Pledge

Moved by Alt, seconded by Miller, to approve the agenda. The motion carried unanimously (4, 0).

Agenda

Received a report about Updated FY23 Budget from Dr. Theresa Battle, superintendent, and Jason Sellars, director of community education.

Reports

Received a report about Middle School End Times from Dr. Theresa Battle, superintendent.

Received a report from Zoe Olson, student representative.

Received a report from Dr. Theresa Battle, superintendent.

Received a report from Director Alt.

Moved by Conner, seconded by Miller, to approve the consent agenda.
 -Approve minutes of the March 24, 2022, regular meeting.
 -Approve personnel recommendations for Haley Warren, Danae Heckman, Landen Parkin, Sandra Holman, Amanda Lutz, Amber Barry, Andrea Danner, Brionna Meisner, Dana Cloutier, Dawn Hoins, Holly Petersen, Jill Miller, Julia Ulrich, Kerianne Green, Kerianne Green, Lindsay Richter, Lisa Reid, Melissa Persons, Morgan McDowell, Tasia Islam, Kristen Wagner, Shannon Hart, Airiana Johanns, Braylon Lane, Braylon Lane, Cassi O'Meara, Daniel Hartman, Mark Hubbard, Matthew Steichen, Penelope Parsons-Lord, Riley Dillon, Tommie Gaston, Jolene Kump, Thao Vo, Derek Mills, Isaiah Davis, Julie Day, Paul Nesseth, Rachel Schatzlein, Stephen Beaulieu, Jane Wittenkeller, Lori Haggerty, and Margaret Kaufman.

Consent Agenda
 Minutes
 Personnel

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

-Receive a report about the Listening Session on March 24, 2022.

-Approve, on a first reading basis, non-substantive changes to Policies 206: *Public Participation in School Board Meetings/Complaints About*

Donations
 Listening Session
 Policies

Persons at School Board Meetings and Data Privacy Considerations, 211: Criminal or Civil Action Against School District, School Board Member, Employee, or Student, 423: Employee-Student Relations, 519: Interviews of Students by Outside Agencies, and 532: Use of Peace Officers and Crisis Teams to Remove Students with IEPs From School Grounds.
The motion carried unanimously (4, 0).

Moved by Alt, seconded by Conner, to approve the Swing for the Fences Memorandum of Understanding and authorize the superintendent and executive director of business services to execute the Memorandum of Understanding. The motion carried unanimously (4, 0).

Swing for the Fences

Moved by Miller, seconded by Alt, to approve the FY23 premiums and rates for employee benefits. The motion carried unanimously (4, 0).

FY23 Premiums

Moved by Conner, seconded by Alt, to adopt the following resolution: BE IT RESOLVED, by the Board of Education of School District 191, that the teaching contracts of the following long-term substitute teachers be terminated at the close of the 2021-2022 school year.

Long-Term Substitute Teachers

Last Name	First Name	School
Bridges	Gary	WB
Brown	Alta	HV
Bunce	Jack	DW
Colin	Julie	HV
Ferri	Andrew	ERMS
Garrison	Amber	ERMS
Hanson	Beverly	WB
Hollingsworth	Kristin	ECSE
Nixon	Susan	BHS
Oscarson Wanzek	Kristin	DH
Pelletier	Zoe	BHS
Peters	John	VV
Peters	John	VV
Philipsek	Megan	NMS
Pitts	Steven	VA
Sonsalla	Jeffrey	ER
Tofte	Andrew	WB
Topic	Mary	ERMS
Warren	Haley	RAHN
Warren	Haley	VV

BE IT FURTHER RESOLVED, that written notice is sent to said teachers regarding termination and nonrenewal of his/her contract as provided by law. The motion carried unanimously (4, 0).

Moved by Miller, seconded by Conner, to adopt the following resolution: BE IT RESOLVED, by the Board of Education of Independent School

Teaching Contracts in

District 191 that the portion of teaching contracts of staff in excess of 1.0 and/or contractual rights be terminated at the close of the 2021-2022 school year.

Excess of 1.0

Name	FTE
raun, Catherine	.05739
Brown, Christopher	.65
Carroll, Michele	.08804
Challgren, Peg Ten	.65
Cin, Stephanie	.65
Connell, Paul	.04565
Drahos, Cynthia	.04565
Eggers, Sheana	.01027
Eichten, Heidi	.04565
Elfering, Jean	.00536
Eppen, Matthew	.0576
Flynn, Catherine	.65
Fritz, Kimberly	.04782
Glas, John	.65
Goff, Tara	.01848
Hammer, Jeffrey	.65
Harrod, Kim	.08804
Holman, Sandra	.02917
Johnson, Ronna	.01755
Lundahl, Timothy	.01123
Martin, Emma	.65
Martin, Emma	.17
Mosey, Pat	.65
Nimchuk, Sarah	.39
Paetzold, Robert James	.01052
Pieper, Jill	.0065
Reuss, Eric	.04967
Salm, Abigail	.65
Salm, Abigail	.03961
Simmons, Sean	.09239
Soley, Nicole	.18913
Yager, Amy	.01072

FURTHER RESOLVED, that written notice is sent to said teachers regarding termination and nonrenewal of his/her contract as provided by law. The motion carried unanimously (4, 0).

Moved by Miller, seconded by Alt, to adopt the following resolution: BE IT RESOLVED, by the Board of Education of Independent School District 191, pursuant to Minnesota Statute § 122A.40 that the teaching contracts of the following licensed probationary teachers in Independent School District 191 be terminated at the end of the 2021-2022 school year.

Probationary
Teacher Contracts

Name	School	FTE
Brent Abbott	NMS	1.0
Alexandra Bain	HV	1.0
Michelle Baumann	GP	.75
Andrew Bryzgornia	NMS	1.0
Erin Collins	ERMS, NMS	1.0
Laura Connell	BHS, VASEC	.8
Antanaya Ferguson	VA	1.0
Yannick Ford	HV	1.0
Laura Franklin	EN	1.0
Daniel Gieski	BHS	1.0
Mary Jane Gunderson	BHS	1.0
Rachel Heil	WB	1.0
Andra Hiebert	RAHN	1.0
Inga Kammueler ,	VASEC NMS	1.0
Katie Kelly	NMS	.67
Danai Kerbaugh	NMS	1.0
Emma Martin	ERMS	1.0
Laken Mayer	VV	1.0
Sydney Mohr	NMS	.14
Khadija Moukrim	BHS	1.0
Kathleen Mulvihill	BHS	1.0
Sarah Nimchuk	ERMS, NMS	.19
Tessa Nosser	HB	1.0
Steve Omodt	HB, HV	1.0
Katie O'Shea	VV	1.0
Harrison Owings	BHS	1.0
Sophie Rabino	RAHN	1.0
Fatiya Robe	BHS	1.0
Abigail Salm	ERMS	.83
Maria Starkey	RAHN	1.0
Kristyn Svoboda	RAHN	1.0
Jennifer Tandberg	BHS	1.0

BE IT FURTHER RESOLVED, that written notice is sent to said teachers regarding termination and nonrenewal of his/her contract as provided by law. The motion carried unanimously (4, 0).

Moved by Miller, seconded by Alt, to adopt the following resolution:
RESOLUTION: (1) PROPOSING TO PLACE TEACHERS ON UNREQUESTED LEAVE OF ABSENCE and (2) PLACING TEACHERS WHO HAVE NOT REQUESTED A HEARING ON UNREQUESTED LEAVE OF ABSENCE BE IT RESOLVED by the School Board of

ULA

Independent School District No. 191, as follows: 1. That it is proposed that the following teachers be placed on unrequested leave of absence without pay or fringe benefits, effective at the end of the 2021-2022, school year, pursuant to Minnesota Statutes, §122A.40, subdivision 10 and Article XIII of the Collective Bargaining Agreement between the School District and the Burnsville Education Association:

Janelle Anderson 1.0

2. That written notice be sent to said teachers regarding the proposed placement on unrequested leave of absence without pay or fringe benefits as provided by law in substantially the following form: Dear Mr./Ms.

_____: You are hereby notified that at the April 14, 2022 meeting of the School Board of Independent School District No. 191, consideration was given to your placement on unrequested leave of absence, without pay or fringe benefits, as a teacher of Independent School District No. 191, and a resolution was adopted by a majority vote of the School Board proposing your placement on unrequested leave of absence effective at the end of the 2021-2022 school year, pursuant to Minnesota Statutes §122A.40, subdivision 10 and Article XIII of the Teachers' Collective Bargaining Agreement between the School District and the Burnsville Education Association, on the following grounds: Discontinuance of Position, Lack of Pupils and 71 Financial Limitations You are entitled to a hearing provided that you make a request in writing within fourteen (14) days after receipt of this notice. If you request a hearing, it will be held before a hearing officer on May 18th, 2022, at 10 a.m. at the School District offices located at 200 West Burnsville Parkway, Burnsville, Minnesota. If no hearing is requested within such period, it shall be deemed acquiescence by you to the School Board's proposed action, and your placement on unrequested leave of absence shall be effective at the end of the 2021-2022 school year. Sincerely, SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 191

Clerk of the School

Board 4. That each and all of the foregoing grounds of said notice are within the grounds for unrequested leave of absence as set forth in Minnesota Statutes, §122A.40, subdivision 10, and are hereby adopted as fully as though separately set forth and resolved herein. 5. In the event any or all of the teachers identified herein do not make a request in writing for a hearing within fourteen (14) days of receipt of Notice of Proposed Unrequested Leave of Absence, it is hereby resolved that those teacher(s) be and hereby are placed on unrequested leave of absence effective at the end of the 2021-2022 school year. BE IT FURTHER RESOLVED, that the teacher(s) identified herein be personally served a Notice of Placement on Unrequested Leave of Absence no later than June 30, 2022. A roll call vote was taken and the motion carried unanimously (4, 0 with Alt, Chester, Conner, and Miller voting in favor and none against).

Moved by Conner, seconded by Miller, to approve, on a first reading basis, changes to Policy 414: *Mandated Reporting of Child Neglect or Physical or Sexual Abuse*. The motion carried unanimously (4, 0).

Policy 414

Moved by Alt, seconded by Conner, to approve, on a first reading basis, new Policy 535: *Service Animals in Schools* and changes to Policy 799: *Animals in the Schools*. The motion carried unanimously after discussion (4, 0).

New Policies 535
and Policy 799

The meeting adjourned at 7:29 p.m.

Abigail Alt, clerk April 28, 2022
Date approved

DRAFT

April 28th, 2022-Final

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

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

FROM: Stacey Sovine, Executive Director of Human Resources

DATE: April 28th, 2022 Final

RE: Recommended Personnel Changes

CLASSIFICATION	ACTION	POSITION CONTROL	NAME	FINAL	LOCATION	POSITION	EFFECTIVE DATE
Certified	Change of Assignment		Amy Piotrowski		Diamondhead Education Center	Director of Special Education	7/1/2022
Certified	Change of Assignment		Chris Belmont		Nicollet Middle School	Principal	7/1/2022
Certified	Leave of Absence		Amy Hansen		Sky Oaks Elementary School	Teacher	5/17/2022-06/10/2022
Certified	Recall		Sophie Rabino		Rahn Elementary School	Teacher	4/20/2022
Certified	Recall		Tessa Nosser		District-wide	Teacher	4/22/2022
Certified	Resignation		Giselle Wynia		Nicollet Middle School	Teacher	6/10/2022
Certified	Resignation		Samantha Notch		Nicollet Middle School	Teacher	6/10/2022
Certified	Resignation		Stephen Pettinelli		Nicollet Middle School	Teacher	6/10/2022
Certified	Retirement		Gary Hill		Rahn Elementary School	Teacher	6/10/2022
Classified	Appointment		Denise Nordeen		Rahn Elementary School	Educational Assistant Level 4	4/15/2022
Classified	Appointment		Sarah Barr		Nicollet Middle School	Educational Assistant Level 4	4/26/2022
Classified	Resignation		Emily Matuza		Diamondhead Education Center	Admin Assistant	4/27/2022
Classified	Resignation		Shelly Kowalski		WM. Byrne Elementary School	Educational Assistant Level 4	6/9/2022
Classified	Resignation		Todd Swanson		Burnsville High School	Custodian	4/29/2022



**Agenda IV.A.3.
April 28, 2022**

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

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

Date: April 20, 2022

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

RESOLUTION TO ACCEPT DONATIONS

WHEREAS,

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

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

Moved by: _____

Seconded by: _____

Members in favor of the motion:

Members opposed:

Whereupon said Resolution was declared duly passed and adopted on April 28, 2022.

Clerk – Board of Education

Date	Donor	Recipient	Terms	Donation
4/8/2022	Eagan Lions Club	Rahn Elementary	Cash (monetary)	\$10,000
4/1/2022	Minnesota Department of Education	District 191	Grant	\$441,708
4/14/2022	6 Anonymous families	Food & Nutrition Services	Cash (monetary)	\$16.53
4/18/2022	The Blackbaud Giving Fund	Gideon Pond Elementary	Cash (monetary)	\$200
3/1/2022	Burnsville High School Men's Soccer	Burnsville High School	Cash (monetary)	\$4,025

Total monetary donation received: \$455,949.53



**Agenda IV.A.4
April 28, 2022**

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

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

Date: April 18, 2022

Re: February Payroll, Claims and Receipts

Recommendation: That the Board approves February payroll checks in the net amount of \$4,115,933.62. February claims to date, wire transfers and adjustments totaling \$8,892,837.23. Also, that the Board accepts February receipts of \$14,415,188.21 and investments for the General Fund, 2015A School Building Bonds, and OPEB of \$58,303,875.45 as of February 28, 2022.

February 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/em

**INDEPENDENT SCHOOL DISTRICT 191
FINANCIAL REPORT
February 2022**

Cash Receipts

Receipts	\$14,415,188.21	
Miscellaneous Adjustments		

TOTAL FEBRUARY CASH RECEIVED \$14,415,188.21

CASH DISBURSEMENTS

February Payroll	\$4,115,933.62	
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A/P			
February Claims	Checks 483637-483940	\$2,776,096.85	
	Capital One 6000000576-6000000591	\$48,067.85	
	ACH-Vendor&Emp 9000002769-9000002867	\$18,550.60	

February A/P Wires+P-card+Fleet card	\$6,043,255.86	
February Bank Fees	\$6,866.07	

TOTAL FEBRUARY CASH DISBURSED \$13,008,770.85

TOTAL TO BE APPROVED \$13,008,770.85

	<u>Money Market</u>	<u>(Original Cost) Investments</u>	<u>2/28/2022</u>
GENERAL FUND	\$6,483,550.95	\$39,104,885.33	\$45,588,436.28
OPEB	\$83,352.15	\$6,706,233.70	\$6,789,585.85
OPEB EQUITY INV THROUGH February 28,2022	\$28,679.44	\$5,728,797.65	\$5,757,477.09
2015A SCHOOL BUILDING BONDS	\$451,531.69	\$0.00	\$451,531.69
	\$7,047,114.23	\$51,539,916.68	\$58,587,030.91

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

Report as of 2/28/2022

PMA Financial Network
 2135 CityGate Lane
 7th Floor
 Naperville, IL 60563 26
 Phone: 630-657-6400
 Fax: 630-718-8701

Burnsville ISD 191 (31134-101 - General Fund)

Type	Holding ID	Settle Date	Maturity	FDIC #	Instrument	Cost	Par-Val/Mat. Val	Rate
IS		02/28/2022			IS Balance	\$6,483,550.95	\$6,483,550.95	
LTD		02/28/2022			LTD Balance		\$10,092,277.54	
SDA	251142	02/28/2022			Savings Deposit Account - BELL BANK	\$15,261,294.29	\$15,261,294.29	
TS	TS-293466-1	02/25/2022	03/25/2022	4	MN TRUST TERM SERIES	\$6,000,000.00	\$6,000,138.09	0.030
CD	CD-289647-1	05/10/2021	05/10/2022	57512	WESTERN ALLIANCE BANK / TORREY PINES BANK	\$249,600.00	\$249,974.40	0.150
CD	CD-291024-1	08/16/2021	08/16/2022	33539	PREFERRED BANK	\$249,700.00	\$249,950.26	0.100
CD	CD-289646-1	05/10/2021	11/07/2022	4147	BANK 7	\$249,400.00	\$249,899.92	0.134
TS	TS-292393-1	11/19/2021	11/15/2022	4	MN TRUST TERM SERIES	\$3,000,000.00	\$3,003,560.55	0.120
CD	CD-292746-1	12/13/2021	12/13/2022	68430	LATINO COMMUNITY CREDIT UNION	\$249,500.00	\$249,949.10	0.180
TS	TS-292821-1	12/17/2021	12/16/2022	4	MN TRUST TERM SERIES	\$2,000,000.00	\$2,003,390.69	0.170
DTC	SEC-49920-1	12/29/2021	12/29/2022	168	STATE BANK INDIA	\$249,422.54	\$249,000.00	0.180
CD	CD-289645-1	05/10/2021	05/11/2023	60269	GREENSTATE CREDIT UNION	\$249,200.00	\$249,948.63	0.150
DTC	SEC-48342-1	05/14/2021	05/15/2023	296	BMW BANK NORTH AMERICA	\$249,099.57	\$249,000.00	0.130
CD	CD-291023-1	08/16/2021	08/18/2023	58629	ALLEGIANCE BANK TEXAS	\$249,000.00	\$249,501.86	0.101
DTC	SEC-48820-1	08/25/2021	08/25/2023	929	UBS BANK USA	\$249,743.75	\$249,000.00	0.150
DTC	SEC-48853-1	08/25/2021	08/25/2023	285	SALLIE MAE BANK/SALT LKE	\$249,742.33	\$249,000.00	0.201
DTC	SEC-48854-1	08/30/2021	08/30/2023	285	STATE BANK OF INDIA	\$249,742.33	\$249,000.00	0.201
Sub Totals →						\$35,488,995.76	\$45,588,436.28	
Totals →						\$35,488,995.76	\$45,588,436.28	

Time and Dollar Weighted Average Portfolio Yield: 0.14%

Weighted Average Portfolio Maturity: 184.62 Days

Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated using "Market Value" and are only based on the fixed rate investments (excluding SDA investments). 27

Portfolio Summary

Type	Allocation (%)	Allocation (\$)	Description
DTC	2.70	\$1,231,579.15	Certificate of Deposit
SDA	33.49	\$15,261,294.29	SDA Account
TS	24.14	\$11,000,000.00	Term Series
CD	3.28	\$1,496,400.00	Certificate of Deposit
IS	14.23	\$6,483,550.95	IS Account
LTD	22.15	\$10,092,277.54	LTD Account

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Cost is comprised of the total amount you paid for the investment including any fees and commissions.

Rate is the average monthly rate for liquid investments or the rate on the last business day of the month for SDA investments or the yield to maturity or yield to worst for fixed term investments.

Face/Par is the amount received at maturity for fixed rate investments.

Market Value reflects the market value as reported by an independent third-party pricing service. Certificates of Deposit and other assets for which market pricing is not readily available from a third-party pricing service are listed at "Cost".

CD - Certificates of Deposit, **CP** - Commercial Paper, **ISC** - Investment Shares Class, **MMA** - Money Market Account, **SEC** - Government Securities, **TS** - Term Series



Total Portfolio Report

Report as of 2/28/2022

PMA Financial Network
 2135 CityGate Lane
 7th Floor
 Naperville, IL 60563 28
 Phone: 630-657-6400
 Fax: 630-718-8701

Burnsville ISD 191 (31134-301 - 2009 Opeb Trust)

Type	Holding ID	Settle Date	Maturity	FDIC #	Instrument	Cost	Par-Val/Mat. Val	Rate
IS		02/28/2022			IS Balance	\$83,352.15	\$83,352.15	
SEC	SEC-47620-1	02/08/2021	12/15/2022	215	KANE COOK & DU PAGE C	\$1,002,770.00	\$1,000,000.00	0.100
SEC	SEC-48055-1	02/26/2021	02/15/2023	252	MANSFIELD ISD-B-REF	\$339,747.60	\$310,000.00	0.120
SEC	SEC-48065-1	03/02/2021	03/01/2023	256	SAINT LOUIS CNTY	\$367,458.15	\$335,000.00	0.140
SEC	SEC-47613-1	01/08/2021	08/01/2023	256	SAN MARCOS ISD-REF	\$1,648,935.00	\$1,500,000.00	0.120
SEC	SEC-48075-1	03/09/2021	08/15/2023	504	SAN MARCOS CTFS OBLIG	\$322,877.50	\$295,000.00	0.110
SEC	SEC-48062-1	03/23/2021	09/01/2023	256	ROCK CO-TXBL-REF	\$1,001,700.00	\$1,000,000.00	0.130
SEC	SEC-48054-1	02/26/2021	10/01/2023	256	HAWAII-EY-REF	\$247,953.20	\$220,000.00	0.100
SEC	SEC-48044-1	02/24/2021	12/01/2023		DEWITT ETC CO CCD #54	\$619,482.30	\$590,000.00	0.190
SEC	SEC-49708-1	11/22/2021	11/15/2024	944	US TREASURY N/B	\$927,109.95	\$925,000.00	0.672
CD	CD-279751-1	01/21/2020	01/21/2025	14445	FARMERS AND MERCHANTS UNION BANK	\$228,200.00	\$248,078.24	1.740
Sub Totals →						\$6,789,585.85	\$6,506,430.39	

Totals →						\$6,789,585.85	\$6,506,430.39	
-----------------	--	--	--	--	--	-----------------------	-----------------------	--

Time and Dollar Weighted Average Portfolio Yield: 0.37%

Weighted Average Portfolio Maturity: 571.01 Days

Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated using "Market Value" and are only based on the fixed rate investments (excluding SDA investments). 29

Portfolio Summary

Type	Allocation (%)	Allocation (\$)	Description
SEC	95.25	\$6,245,435.80	Securities
CD	3.48	\$228,200.00	Certificate of Deposit
IS	1.27	\$83,352.15	IS Account

Index

Cost is comprised of the total amount you paid for the investment including any fees and commissions.

Rate is the average monthly rate for liquid investments or the rate on the last business day of the month for SDA investments or the yield to maturity or yield to worst for fixed term investments.

Face/Par is the amount received at maturity for fixed rate investments.

Market Value reflects the market value as reported by an independent third-party pricing service. Certificates of Deposit and other assets for which market pricing is not readily available from a third-party pricing service are listed at "Cost".

CD - Certificates of Deposit, **CP** - Commercial Paper, **ISC** - Investment Shares Class, **MMA** - Money Market Account, **SEC** - Government Securities, **TS** - Term Series



**Burnsville ISD 191 OPEB
Investment Review**

February 1 - February 28, 2022

CLIENT

Burnsville ISD 191 OPEB

INCEPTION DATE

11/01/2014

RELATIONSHIP TEAM

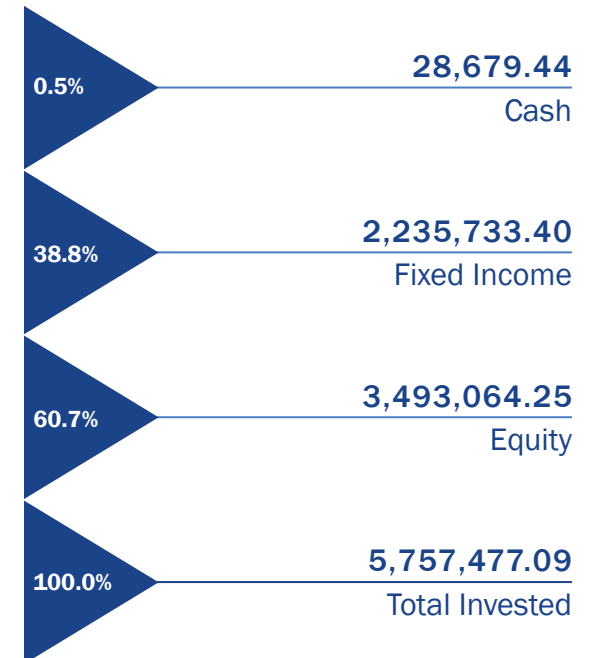
Mercy Ndungu
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Manager
(612) 509-2583
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com

Steve Pumper
VP, Investment Services
(612) 509-2565
SPumper@pmanetwork.com

PORTFOLIO OVERVIEW

	Value
Beginning Market Value	5,877,527.90
Contributions	0.00
Withdrawals	0.00
Net Investment Income	1,279.79
Unrealized Gain/Loss	(121,330.60)
Realized Gain/Loss	0.00
Ending Market Value	5,757,477.09

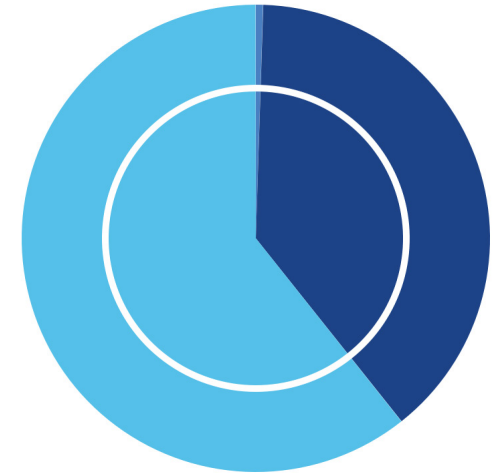
Compliance	Status
As of 02/28/2022	Compliant



INVESTMENT ALLOCATION

Sector	Amount	Allocation	Change	%
Cash				
TOTAL Cash	28,679.44	0.50%	1,279.79	4.67%
Fixed Income				
TOTAL Credit	2,235,733.40	38.83%	(30,035.50)	(1.33%)
Funds - Corporate	2,235,733.40	38.83%	(30,035.50)	(1.33%)
TOTAL Fixed Income	2,235,733.40	38.83%	(30,035.50)	(1.33%)
Equity				
TOTAL Domestic Equity	3,493,064.25	60.67%	(91,295.10)	(2.55%)
Funds - Large Cap	3,493,064.25	60.67%	(91,295.10)	(2.55%)
TOTAL Equity	3,493,064.25	60.67%	(91,295.10)	(2.55%)
TOTAL Invested	5,757,477.09	100.00%	(120,050.81)	(2.04%)

CURRENT PERIOD ALLOCATION



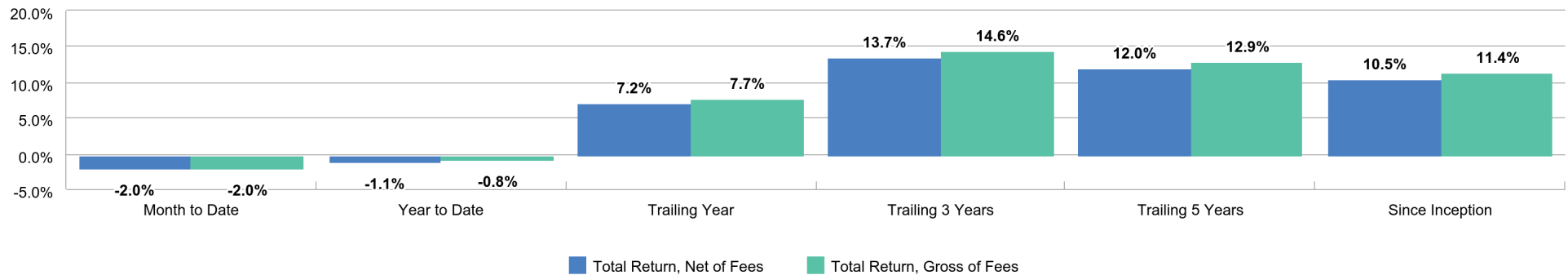
Asset Class

- Cash - 0.5%
- Fixed Income - 38.8%
- Equity - 60.7%

Sector

- Cash - 0.5%
- Credit - 38.8%
- Domestic Equity - 60.7%

HISTORICAL PERFORMANCE



HISTORICAL PERFORMANCE

	Month to Date	Year to Date	Trailing Year	Trailing 3 Years	Trailing 5 Years	Since Inception
Total Return, Net of Fees	(2.04%)	(1.10%)	7.20%	13.74%	12.00%	10.48%
Total Return, Gross of Fees	(2.00%)	(0.77%)	7.73%	14.59%	12.93%	11.41%

Since Inception Date: November 01, 2014

Periods greater than 1 year are annualized. Year to Date returns are presented fiscal year to date.

PERFORMANCE BY ASSET CLASS

Asset Class	Ending Market Value	Weight	Gross Total Return	Contribution
Cash	28,679.44	0.52%	0.00%	0.00%
Fixed Income	2,235,733.40	38.49%	(1.16%)	(0.45%)
Equity	3,493,064.25	60.99%	(2.55%)	(1.55%)
Portfolio Total	5,757,477.09	100.00%	(2.00%)	(2.00%)

Trade Date	Settle Date	Quantity	Security	Ticker	Identifier	Unit Price	Amount	Gain / Loss
Cash								
<i>Management Fee</i>								
02/14/2022	02/14/2022	(2,448.97)	US DOLLAR	USD	CCYUSD	—	(2,448.97)	0.00
—	—	(2,448.97)	Total Management Fee	—	—	—	(2,448.97)	0.00
<i>Money Market Fund Interest</i>								
02/28/2022	02/28/2022	0.00	GOLDMAN:FS GOVT INST	FGTXX	38141W273	—	0.59	—
—	—	0.00	Total Money Market Fund Interest	—	—	—	0.59	—
Funds - Corporate								
<i>Equity Dividend</i>								
02/01/2022	02/04/2022	0.00	VANGUARD TOT BD ETF	BND	921937835	—	3,728.17	—
—	—	0.00	Total Equity Dividend	—	—	—	3,728.17	—

Ticker	Identifier	Current Units	Description	Rating	Coupon Rate	Effective Maturity	Final Maturity	Original Cost	Market Price	Market Value + Accrued	Interest / Dividend Income	Dividend Yield	Yield	Book Yield
Cash														
<i>Cash</i>														
FGTXX	38141W273	28,678.85	GOLDMAN:FS GOVT INST	AAA	0.03%	02/28/2022	02/28/2022	28,678.85	1.0000	28,678.85	4.83	—	0.03%	0.03%
USD	CCYUSD	0.59	Receivable	AAA	0.00%	02/28/2022	02/28/2022	0.59	1.0000	0.59	0.00	—	0.00%	0.00%
—	—	28,679.44	—	AAA	0.03%	—	—	28,679.44	—	28,679.44	4.83	—	0.03%	0.03%
Fixed Income														
<i>Credit</i>														
<i>Funds - Corporate</i>														
BND	921937835	27,305.00	VANGUARD TOT BD ETF	—	—	—	—	2,324,556.44	81.8800	2,235,733.40	25,271.56	2.19%	—	—
—	—	27,305.00	—	NA	—	—	—	2,324,556.44	—	2,235,733.40	25,271.56	2.19%	—	—
Equity														
<i>Domestic Equity</i>														
<i>Funds - Large Cap</i>														
VTI	922908769	15,795.00	VANGUARD TSM IDX ETF	—	—	—	—	1,857,820.61	221.1500	3,493,064.25	26,385.78	1.32%	—	—
—	—	15,795.00	—	—	—	—	—	1,857,820.61	—	3,493,064.25	26,385.78	1.32%	—	—
Total Invested		71,779.44	—	AAA	0.03%	—	—	4,211,056.49	—	5,757,477.09	51,662.17	1.66%	0.03%	0.03%

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Past performance is not a guarantee of future results. As with all strategies, there is a risk of loss of all or portion of the amount invested.

Custodian Bank

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In computing the market value of any asset of the Account, each security listed on any national securities exchange shall be valued at the last quoted sale price on the valuation date on the principal exchange on which such security is traded. The market values of many fixed income securities are provided by pricing services companies which utilize pricing evaluations based on various market and industry inputs. A hierarchy of pricing sources, which may include prices provided by PMA, is used to provide a price for each security on this report. Although PMA believes the price to be reliable, the values of the investments do not always represent the prices at which the investments could have been bought or sold. Performance is calculated for positions managed by PMA only. Market values for Unmanaged Assets are shown based on information provided by you or your custodian.

Ratings

Information provided for ratings is based upon a good faith inquiry of selected sources, but their accuracy and completeness cannot be guaranteed. Standard & Poor's and Moody's ratings may represent the long-term rating of the issue or issuer as available.

Risk

The securities in this Account are not guaranteed or otherwise protected by PMA, the FDIC (except for certain bank products) or by any government agency. Investment in securities involves risks, including the possible loss of the amount invested. In addition, past performance is no indication of future performance and the price or value of investments may fluctuate. Asset allocation does not assure or guarantee better performance and cannot eliminate the risk of investment losses.

Account Control

PMA does not have the authority to withdraw funds from the Client's account with the custodian bank, except in limited circumstances as authorized by the client for the payment of the investment advisory fee. Our clients retain responsibility for their internal account policies, implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

Notification of Changes

In order to better serve you, we request that you promptly notify us of any material change in your investment policy, investment objective or financial situation.

ADV Firm Brochure

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Affiliated Entities

PMA provides investment advisory services to a broad range of clients through PMA Asset Management, LLC. PMA Securities, LLC is a broker-dealer and municipal advisor registered with the SEC and MSRB, and is a member of FINRA and SIPC. Public finance services and institutional brokerage services are offered through PMA Securities, LLC. All other products and services are provided by PMA Financial Network, LLC. PMA, PMA Securities, LLC and PMA Financial Network, LLC are under common ownership.

Review of Report

Please review the pages of this report carefully. If you think there are any errors, missing account information or if you need more information about transactions, please contact PMA within 60 days of receipt. If you have other questions or concerns, you should contact your Institutional Portfolio Manager.



PMA Asset Management, LLC

2135 CityGate Lane, 7th Floor

Naperville, IL 60563

630-657-6400

For more information visit www.pmanetwork.com

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Total Portfolio Report

Report as of 2/28/2022

PMA Financial Network
2135 CityGate Lane
7th Floor
Naperville, IL 60563 38
Phone: 630-657-6400
Fax: 630-718-8701

Burnsville ISD 191 (31134-207 - 2015a Bonds)

Type	Holding ID	Settle Date	Maturity	FDIC #	Instrument	Cost	Par-Val/Mat. Val	Rate
IS		02/28/2022			IS Balance	\$451,531.69	\$451,531.69	
Sub Totals →						\$451,531.69	\$451,531.69	
Totals →						\$451,531.69	\$451,531.69	

Time and Dollar Weighted Average Portfolio Yield: 0.00%

Weighted Average Portfolio Maturity: 0.00 Days

Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated using "Market Value" and are only based on the fixed rate investments (excluding SDA investments). 39

Portfolio Summary

Type	Allocation (%)	Allocation (\$)	Description
IS	100.00	\$451,531.69	IS Account

Index

Cost is comprised of the total amount you paid for the investment including any fees and commissions.

Rate is the average monthly rate for liquid investments or the rate on the last business day of the month for SDA investments or the yield to maturity or yield to worst for fixed term investments.

Face/Par is the amount received at maturity for fixed rate investments.

Market Value reflects the market value as reported by an independent third-party pricing service. Certificates of Deposit and other assets for which market pricing is not readily available from a third-party pricing service are listed at "Cost".

CD - Certificates of Deposit, **CP** - Commercial Paper, **ISC** - Investment Shares Class, **MMA** - Money Market Account, **SEC** - Government Securities, **TS** - Term Series

February 2022

Wire Transfers

Date	From	To	Amount	For
02/01/2021	MSDLAF	Fairview	4,859.40	Clearscript
02/01/2022	MSDLAF	State of Minnesota	118,507.37	1/31/22 Payroll - State Taxes
02/01/2022	MSDLAF	TRA	373,288.07	1/31/22 Payroll - TRA
02/01/2022	MSDLAF	PERA	124,886.80	1/31/22 Payroll - PERA
02/01/2022	MSDLAF	State of Minnesota	2,775.20	1/31/22 Payroll - Child Support
02/01/2022	MSDLAF	Internal Revenue Service	729,839.55	1/31/2022 Payroll - Federal Taxes
02/02/2022	MSDLAF	People's Bank	208,470.69	1/31/22 Payroll - TSA Wire
02/02/2022	MSDLAF	Further	5,637.64	Flex Claims
02/02/2022	MSDLAF	Further	33,998.81	Medical Claims
02/07/2022	MSDLAF	Delta Dental	15,443.31	Dental Insurance
02/07/2022	MSDLAF	Preferred One	1,246,233.00	Health Insurance
02/09/2022	MSDLAF	Healthy Savings	2,616.77	Healthy Savings Program
02/09/2022	MSDLAF	Further	29,993.07	Medical Claims
02/09/2022	MSDLAF	Further	13,594.14	Flex Claims
02/14/2022	MSDLAF	Delta Dental	16,222.49	Dental Insurance
02/14/2022	MSDLAF	Preferred One	240,959.37	Health Insurance
02/15/2022	MSDLAF	Preferred One	155,459.17	Health Insurance
02/15/2022	MSDLAF	Teacher's Federal Credit Union	33,041.29	2/15/22 Payroll - Teacher's Dues
02/16/2022	MSDLAF	Internal Revenue Service	734,749.26	2/15/2022 Payroll - Federal Taxes
02/16/2022	MSDLAF	State of Minnesota	120,562.21	2/15/22 Payroll - State Taxes
02/16/2022	MSDLAF	TRA	380,668.78	2/15/22 Payroll - TRA
02/16/2022	MSDLAF	PERA	118,419.11	2/15/22 Payroll - PERA
02/16/2022	MSDLAF	State of Minnesota	2,775.20	2/15/22 Payroll - Child Support
02/16/2022	MSDLAF	State of Minnesota	25,015.00	2/15/22 Payroll - HCSP - Retirees and Retiree Rollover
02/16/2022	MSDLAF	Further	24,965.94	Medical Claims
02/16/2022	MSDLAF	Further	12,427.95	Flex Claims

February 2022

Wire Transfers

Date	From	To	Amount	For
02/17/2022	MSDLAF	People's Bank	230,801.35	2/15/22 Payroll - TSA Wire
02/22/2022	MSDLAF	Delta Dental	12,795.20	Dental Insurance
02/22/2022	MSDLAF	Preferred One	356,537.64	Health Insurance
02/23/2022	MSDLAF	Delta Dental	4,625.37	Dental Insurance
02/23/2022	MSDLAF	MN Department of Revenue	598.00	January Sales Tax
02/24/2022	MSDLAF	Further	27,387.19	Medical Claims
02/24/2022	MSDLAF	Further	6,246.00	Further Administrative Fees
02/24/2022	MSDLAF	Further	8,608.99	Flex Claims
02/28/2022	MSDLAF	Delta Dental	12,639.56	Dental Insurance
02/28/2022	MSDLAF	Preferred One	521,352.79	Health Insurance
02/28/2022	MSDLAF	Teacher's Federal Credit Union	33,444.23	2/28/22 Payroll - Teacher's Dues

AP Check Register

AP Run: 20220204 AP — Post Date: 2022-02-04 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/04/2022	483637	Check	Acco Brands USA LLC	902623-1	2 AP8845	110.96
02/04/2022	483638	Check	Advanced Imaging Solutions	928551-1	2 AP8845	7,397.05
02/04/2022	483639	Check	Amplify Education, Inc.	930320	2 AP8845	924.00
02/04/2022	483640	Check	Apple Computer Inc	900249	2 AP8845	999.00
02/04/2022	483641	Check	Aramark Refreshment Services	900428	2 AP8845	85.04
02/04/2022	483642	Check	Association Of Clerical Employees	904895	2 AP8845	372.00
02/04/2022	483643	Check	AVM Construction LLC	930459	2 AP8845	3,749.65
02/04/2022	483644	Check	Becker, Jeffrey	930597	2 AP8845	162.00
02/04/2022	483645	Check	Bell, Andrew	930572	2 AP8845	171.00
02/04/2022	483646	Check	Bergamasco, Robert	929941	2 AP8845	171.00
02/04/2022	483647	Check	Burnsville Association of Educational Assistants	909991	2 AP8845	1,143.00
02/04/2022	483648	Check	Cantone, Mike	923663	2 AP8845	82.00
02/04/2022	483649	Check	Captivate Media + Consulting	929000	2 AP8845	2,682.00
02/04/2022	483650	Check	CESO Communications LLC	930130	2 AP8845	1,070.00
02/04/2022	483651	Check	Dakota Outdoors LLC	922059	2 AP8845	45,798.50
02/04/2022	483652	Check	Dalco	904186-1	2 AP8845	3,928.96
02/04/2022	483653	Check	Data Center Systems Inc.	930590	2 AP8845	3,062.00
02/04/2022	483654	Check	Data Technical Services	930574	2 AP8845	3,060.00
02/04/2022	483655	Check	EDPO LLC	930184	2 AP8845	4,569.50

AP Check Register

AP Run: 20220204 AP — Post Date: 2022-02-04 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/04/2022	483656	Check	Education Minnesota	928531	2 AP8845	101.00
02/04/2022	483657	Check	Eider, Jake	924084	2 AP8845	94.00
02/04/2022	483658	Check	Ellingson, Todd	930584	2 AP8845	82.00
02/04/2022	483659	Check	Elpis Enterprises	929377	2 AP8845	293.28
02/04/2022	483660	Check	Elyea-Wheeler, Kurt	929471	2 AP8845	101.00
02/04/2022	483661	Check	Fairfield Glass & Window Inc	926949	2 AP8845	265.00
02/04/2022	483662	Check	Fastenal	923054-1	2 AP8845	15.78
02/04/2022	483663	Check	Fenske, Dalton	930212	2 AP8845	77.00
02/04/2022	483664	Check	Foundation 191	928202	2 AP8845	141.49
02/04/2022	483665	Check	Fox, Max	500846	2 AP8845	100.00
02/04/2022	483666	Check	Hall, Steven	929009	2 AP8845	77.00
02/04/2022	483667	Check	Hansen, Brian	926078	2 AP8845	82.00
02/04/2022	483668	Check	Heartland Tire, Inc.	930160	2 AP8845	877.71
02/04/2022	483669	Check	Imagine Design & Creative Consulting Inc	928876	2 AP8845	11,250.00
02/04/2022	483670	Check	J & D Trophy	904113	2 AP8845	158.50
02/04/2022	483671	Check	Knoble, Peter	926973	2 AP8845	122.00
02/04/2022	483672	Check	Korba, Jerry	906519	2 AP8845	101.00
02/04/2022	483673	Check	Mackin Educational Resources	902196	2 AP8845	240.00
02/04/2022	483674	Check	Mangan, Ellen	500847	2 AP8845	6.81
02/04/2022	483675	Check	Marti & Gary's Auto Repair	930382	2 AP8845	717.26

AP Check Register

AP Run: 20220204 AP — Post Date: 2022-02-04 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/04/2022	483676	Check	Master Automotive Tire & Quick Lube	928612	2 AP8845	223.33
02/04/2022	483677	Check	Mattson, James	930596	2 AP8845	154.00
02/04/2022	483678	Check	Midwest Playscapes Inc	922012	2 AP8845	1,238.68
02/04/2022	483679	Check	Minnesota Valley Electric Cooperative	907448	2 AP8845	12,692.88
02/04/2022	483680	Check	MN Assoc of School Administrators (MASA)	909181	2 AP8845	329.00
02/04/2022	483681	Check	Mobile Health Services LLC	908702	2 AP8845	83.00
02/04/2022	483682	Check	Mrozinski, Clinton	929980	2 AP8845	154.00
02/04/2022	483683	Check	Multilingual Word Inc	922324	2 AP8845	370.00
02/04/2022	483684	Check	NCPERS Group Life Ins	908769	2 AP8845	32.00
02/04/2022	483685	Check	NCS Pearson Inc	925372	2 AP8845	134.75
02/04/2022	483686	Check	Northern Tool & Equipment	902861-2	2 AP8845	188.85
02/04/2022	483687	Check	Nygaard, Scott	929738	2 AP8845	82.00
02/04/2022	483688	Check	Overhead Door Company Of The Northland	903695	2 AP8845	338.40
02/04/2022	483689	Check	Overlie, Christopher	930595	2 AP8845	82.00
02/04/2022	483690	Check	Parker, Jon Scott	905032	2 AP8845	94.00
02/04/2022	483691	Check	Perez, Melissa M	924879	2 AP8845	240.00
02/04/2022	483692	Check	PPG Architectural Finishes	901709	2 AP8845	169.80
02/04/2022	483693	Check	PSAT/NMSQT	903184	2 AP8845	1,698.00
02/04/2022	483694	Check	RAK Construction Inc	929749	2 AP8845	6,688.00

AP Check Register

AP Run: 20220204 AP — Post Date: 2022-02-04 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/04/2022	483695	Check	Red Wing Business Advantage Account	921851-1	2 AP8845	125.00
02/04/2022	483696	Check	Richert, Andrea	930496	2 AP8845	1,625.00
02/04/2022	483697	Check	Rivera, David	930594	2 AP8845	101.00
02/04/2022	483698	Check	Schmitt Music	903532	2 AP8845	310.50
02/04/2022	483699	Check	Schmitt & Sons - Contract	909331-2	2 AP8845	145,343.51
02/04/2022	483700	Check	Schoaf, Scott	905978	2 AP8845	82.00
02/04/2022	483701	Check	School Services Employees Local 284	907382	2 AP8845	3,014.19
02/04/2022	483702	Check	Second Harvest Heartland	928183	2 AP8845	1,039.25
02/04/2022	483703	Check	Shiffler Equipment Sales Inc	903472	2 AP8845	160.63
02/04/2022	483704	Check	Sierra, Amber	930593	2 AP8845	82.00
02/04/2022	483705	Check	Soliant Health LLC	930344	2 AP8845	1,880.00
02/04/2022	483706	Check	St Paul Beverage Solutions, LLC	930156	2 AP8845	4,791.52
02/04/2022	483707	Check	Struzyk, Todd	931046	2 AP8845	165.00
02/04/2022	483708	Check	Sunbelt Staffing LLC	930586	2 AP8845	6,042.90
02/04/2022	483709	Check	Teachers On Call	929847	2 AP8845	30,843.87
02/04/2022	483710	Check	Thom, David	929417	2 AP8845	82.00
02/04/2022	483711	Check	T-Mobile	929345	2 AP8845	2,556.04
02/04/2022	483712	Check	Top 20 Training	930401	2 AP8845	3,721.00
02/04/2022	483713	Check	Transportation Plus, Inc.	906215	2 AP8845	999.00
02/04/2022	483714	Check	Tri-State Bobcat	924444	2 AP8845	119.56

AP Check Register

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AP Run: 20220204 AP --- Post Date: 2022-02-04 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/04/2022	483715	Check	Upper Lakes Foods Inc	929826	2 AP8845	23,395.58
02/04/2022	483716	Check	Volz, John	930223	2 AP8845	82.00
Total:						\$345,994.73

20220204 AP Summary

Type	Count	Amount
Regular	80	345,994.73
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	80	\$345,994.73

AP Check Register

AP Run: 20220211 AP — Post Date: 2022-02-11 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/11/2022	483717	Check	Acer Service Corporation - Attn: Finance Dept.	929434	2 AP8845	34,935.08
02/11/2022	483718	Check	Aramark	901365	2 AP8845	639.78
02/11/2022	483719	Check	Arvig	928649	2 AP8845	3,001.25
02/11/2022	483720	Check	AST Sports, Inc.	930321	2 AP8845	18.28
02/11/2022	483721	Check	Ayeni, Philip	927373	2 AP8845	82.00
02/11/2022	483722	Check	Backpack Yogurt LLC	930580	2 AP8845	2,271.36
02/11/2022	483723	Check	Baker Tilly US LLP	930091	2 AP8845	47,000.00
02/11/2022	483724	Check	Barnes & Noble Inc	900386	2 AP8845	2,256.85
02/11/2022	483725	Check	Bimbo Bakeries USA	902333-1	2 AP8845	1,903.04
02/11/2022	483726	Check	Bix Produce Company	900477	2 AP8845	5,298.72
02/11/2022	483727	Check	Brown, Chris	925016	2 AP8845	82.00
02/11/2022	483728	Check	Bucholz, Elliott	928686	2 AP8845	171.00
02/11/2022	483729	Check	Burnsville Rotary Breakfast	908957-1	2 AP8845	160.00
02/11/2022	483730	Check	Carter, Jeremy	927018	2 AP8845	82.00
02/11/2022	483731	Check	Cavazos-Beal, Judy	500849	2 AP8845	20.00
02/11/2022	483732	Check	Chang, Karen	500848	2 AP8845	30.00
02/11/2022	483733	Check	Cintas	903681	2 AP8845	22,930.00
02/11/2022	483734	Check	City of Burnsville - Utilities	904226	2 AP8845	13,644.86
02/11/2022	483735	Check	City of Savage - Utilities	909588	2 AP8845	3,995.57
02/11/2022	483736	Check	Coon Rapids High School	907158	2 AP8845	250.00

AP Check Register

AP Run: 20220211 AP — Post Date: 2022-02-11 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/11/2022	483737	Check	CST MN - BIN# 170065	929862	2 AP8845	2,950.52
02/11/2022	483738	Check	Curriculum K12 Partners Inc.	930474	2 AP8845	3,000.00
02/11/2022	483739	Check	Dakota County Treasurer Auditor	924217-1	2 AP8845	68.74
02/11/2022	483740	Check	Dalco	904186-1	2 AP8845	2,247.34
02/11/2022	483741	Check	Dialog One LLC	927732	2 AP8845	406.25
02/11/2022	483742	Check	Dick's/Lakeville Sanitation Inc	900641	2 AP8845	8,528.07
02/11/2022	483743	Check	Distributed Website Corporation	922061-1	2 AP8845	160.00
02/11/2022	483744	Check	ECM Publishers Inc	909272	2 AP8845	685.00
02/11/2022	483745	Check	Ecolab	908846-2	2 AP8845	1,555.50
02/11/2022	483746	Check	Electro Watchman Inc	901078	2 AP8845	1,048.75
02/11/2022	483747	Check	Elliot, Matthew	930570	2 AP8845	101.00
02/11/2022	483748	Check	Elyea-Wheeler, Kurt	929471	2 AP8845	101.00
02/11/2022	483749	Check	Fedex	901463	2 AP8845	64.08
02/11/2022	483750	Check	Hahn, Ryan	930181	2 AP8845	77.00
02/11/2022	483751	Check	Headway Emotional Health Services	927811	2 AP8845	25,000.00
02/11/2022	483752	Check	Herzog, Jason	929985	2 AP8845	171.00
02/11/2022	483753	Check	Horizon CPO Seminars	900354	2 AP8845	25.00
02/11/2022	483754	Check	Houghton Mifflin Harcourt Publishing Co	928887	2 AP8845	617,102.69
02/11/2022	483755	Check	Hughes, Michael	930443	2 AP8845	94.00

AP Check Register

AP Run: 20220211 AP — Post Date: 2022-02-11 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/11/2022	483756	Check	Jasinski, Jessika	500850	2 AP8845	52.55
02/11/2022	483757	Check	Johnson Controls Fire Protection LP	903587	2 AP8845	3,006.02
02/11/2022	483758	Check	Katke, Christina	930576	2 AP8845	82.00
02/11/2022	483759	Check	Kee-Bowling, Bonnie	927793	2 AP8845	77.00
02/11/2022	483760	Check	Kenney, Patrick	923607	2 AP8845	248.00
02/11/2022	483761	Check	Kraus-Anderson Ins Agency Inc	902102	2 AP8845	11,550.00
02/11/2022	483762	Check	Lakeshore Learning Materials	902203	2 AP8845	1,137.28
02/11/2022	483763	Check	Marshall, James	908647	2 AP8845	135.00
02/11/2022	483764	Check	McDowall Comfort Management	930006	2 AP8845	1,359.93
02/11/2022	483765	Check	Metro Transit	922385	2 AP8845	194.00
02/11/2022	483766	Check	Mid City Services	930092	2 AP8845	277.60
02/11/2022	483767	Check	Midwest Band Instrument Service	902491	2 AP8845	9,300.00
02/11/2022	483768	Check	Minnesota Energy Resources	903029	2 AP8845	26,566.92
02/11/2022	483769	Check	Mohamed, Zahra	929402	2 AP8845	270.00
02/11/2022	483770	Check	Nordness, Oliver	930600	2 AP8845	77.00
02/11/2022	483771	Check	Nuvera	902483	2 AP8845	182.52
02/11/2022	483772	Check	Pate, Marvin	925027	2 AP8845	101.00
02/11/2022	483773	Check	Per Mar Security Services	930354	2 AP8845	61.00
02/11/2022	483774	Check	Perez, Melissa M	924879	2 AP8845	660.00

AP Check Register

AP Run: 20220211 AP — Post Date: 2022-02-11 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/11/2022	483775	Check	Pioneer SecureShred	930098	2 AP8845	143.00
02/11/2022	483776	Check	PowerSecure	928310	2 AP8845	7,438.77
02/11/2022	483777	Check	Quadient Inc	930262	2 AP8845	503.35
02/11/2022	483778	Check	Riverside Insights	931018	2 AP8845	1,034.00
02/11/2022	483779	Check	Scholastic Inc	903196-15	2 AP8845	500.00
02/11/2022	483780	Check	Scholastic Inc	903196-6	2 AP8845	85.50
02/11/2022	483781	Check	Soliant Health LLC	930344	2 AP8845	1,880.00
02/11/2022	483782	Check	St Paul Beverage Solutions, LLC	930156	2 AP8845	3,625.73
02/11/2022	483783	Check	Steinberg, Jamie	930599	2 AP8845	171.00
02/11/2022	483784	Check	Struzyk, Todd	931046	2 AP8845	101.00
02/11/2022	483785	Check	Suleiman, Nasra	500675	2 AP8845	75.00
02/11/2022	483786	Check	Sunbelt Staffing LLC	930586	2 AP8845	7,026.00
02/11/2022	483787	Check	The Hartford	924486	2 AP8845	46,861.76
02/11/2022	483788	Check	The Language Banc	924523	2 AP8845	120.00
02/11/2022	483789	Check	The Retrofit Companies Inc	927677	2 AP8845	8,399.76
02/11/2022	483790	Check	TPRS Books	930566	2 AP8845	2,085.00
02/11/2022	483791	Check	Transportation Plus, Inc.	906215	2 AP8845	402.00
02/11/2022	483792	Check	Trumble, Mike	926986	2 AP8845	342.00
02/11/2022	483793	Check	Upper Lakes Foods Inc	929826	2 AP8845	17,553.62
02/11/2022	483794	Check	Vizenor, Jeff	930198	2 AP8845	171.00

AP Check Register

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AP Run: 20220211 AP — Post Date: 2022-02-11 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/11/2022	483795	Check	Vogel, Cory	926996	2 AP8845	82.00
02/11/2022	483796	Check	Whetter, Elizabeth	500306	2 AP8845	17.00
02/11/2022	483797	Check	Xcel Energy	902776	2 AP8845	15,940.50
02/11/2022	483798	Check	Zimmerman, Frank	928304	2 AP8845	77.00
Total:						\$972,130.54

20220211 AP Summary

Type	Count	Amount
Regular	82	972,130.54
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	82	\$972,130.54

AP Check Register

AP Run: 20220218 AP — Post Date: 2022-02-18 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/18/2022	483799	Check	A.J. Moore Electric Inc	928491	2 AP8845	1,128.36
02/18/2022	483800	Check	American Time & Signal Co	903503	2 AP8845	848.87
02/18/2022	483801	Check	Armstrong, Maureen	900778	2 AP8845	120.00
02/18/2022	483802	Check	Association Of Clerical Employees	904895	2 AP8845	372.00
02/18/2022	483803	Check	Bix Produce Company	900477	2 AP8845	2,566.40
02/18/2022	483804	Check	Burnsville Association of Educational Assistants	909991	2 AP8845	1,152.00
02/18/2022	483805	Check	Centerpoint Energy	902519	2 AP8845	93,450.71
02/18/2022	483806	Check	Centurylink	902781-1	2 AP8845	1,250.88
02/18/2022	483807	Check	CESO Communications LLC	930130	2 AP8845	1,070.00
02/18/2022	483808	Check	CESO Transportation LLC	930220	2 AP8845	15,763.61
02/18/2022	483809	Check	Continental Clay Company	903866	2 AP8845	36.80
02/18/2022	483810	Check	Cory, Brent	924816	2 AP8845	750.00
02/18/2022	483811	Check	Dakota Child and Family Clinic	930564	2 AP8845	14,121.31
02/18/2022	483812	Check	Dakota Electric Association	900809	2 AP8845	62,691.95
02/18/2022	483813	Check	Dalco	904186-1	2 AP8845	2,149.91
02/18/2022	483814	Check	Dewald, Rina C	920524	2 AP8845	780.00
02/18/2022	483815	Check	Dialog One LLC	927732	2 AP8845	1,288.00
02/18/2022	483816	Check	Distributed Website Corporation	922061-1	2 AP8845	29.00
02/18/2022	483817	Check	Dore, Abdiwali Hashi	929581	2 AP8845	60.00

AP Check Register

AP Run: 20220218 AP — Post Date: 2022-02-18 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/18/2022	483818	Check	Education Minnesota	928531	2 AP8845	101.00
02/18/2022	483819	Check	Ehlers	920802-1	2 AP8845	877.50
02/18/2022	483820	Check	Electro Watchman Inc	901078	2 AP8845	665.00
02/18/2022	483821	Check	Fecke, Kay L	005682	2 AP8845	4,404.00
02/18/2022	483822	Check	Foundation 191	928202	2 AP8845	141.49
02/18/2022	483823	Check	Horizon Commercial Pool Supply	904818	2 AP8845	1,535.22
02/18/2022	483824	Check	Intermediate School Dist 917	909327	2 AP8845	34,865.91
02/18/2022	483825	Check	Inver Hills Community College	901029	2 AP8845	21,150.00
02/18/2022	483826	Check	Kennedy and Graven Chartered	908356	2 AP8845	1,775.04
02/18/2022	483827	Check	Metro ECSU	908865-21	2 AP8845	80.00
02/18/2022	483828	Check	MN Dept of Labor and Industry	907914-2	2 AP8845	100.00
02/18/2022	483829	Check	MN High School Quiz Bowl Inc (MNHSQB)	904483-2	2 AP8845	800.00
02/18/2022	483830	Check	Moore, Chelsea	500851	2 AP8845	40.00
02/18/2022	483831	Check	NE Metro ISD 916	902440	2 AP8845	11,999.88
02/18/2022	483832	Check	Norcostco Inc	902765	2 AP8845	612.04
02/18/2022	483833	Check	Occupational Health of MN, PC	929919	2 AP8845	125.00
02/18/2022	483834	Check	Perez, Melissa M	924879	2 AP8845	1,140.00
02/18/2022	483835	Check	Peterson Farms Fresh Inc	930338	2 AP8845	11,504.64
02/18/2022	483836	Check	Professional Wireless Communications	924681	2 AP8845	1,896.89

AP Check Register

AP Run: 20220218 AP — Post Date: 2022-02-18 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/18/2022	483837	Check	RAK Construction Inc	929749	2 AP8845	11,500.74
02/18/2022	483838	Check	Richert, Andrea	930496	2 AP8845	1,425.00
02/18/2022	483839	Check	Ryan Mechanical Inc	923241	2 AP8845	14,342.00
02/18/2022	483840	Check	Schmitt Music	903532	2 AP8845	132.75
02/18/2022	483841	Check	Schmitt & Sons - Contract	909331-2	2 AP8845	756,982.11
02/18/2022	483842	Check	Schmitt & Sons Inc	909331	2 AP8845	22,451.58
02/18/2022	483843	Check	School Health Supply Co Inc	903537	2 AP8845	4,777.53
02/18/2022	483844	Check	School Services Employees Local 284	907382	2 AP8845	3,034.49
02/18/2022	483845	Check	Solarte Health Inc.	930099	2 AP8845	11,017.20
02/18/2022	483846	Check	Soliant Health LLC	930344	2 AP8845	1,880.00
02/18/2022	483847	Check	Special School District No 1	908893	2 AP8845	891.00
02/18/2022	483848	Check	St Paul Beverage Solutions, LLC	930156	2 AP8845	1,908.06
02/18/2022	483849	Check	Sunbelt Staffing LLC	930586	2 AP8845	7,026.00
02/18/2022	483850	Check	Swank Motion Pictures Inc	926978	2 AP8845	2,750.00
02/18/2022	483851	Check	Teachers On Call	929847	2 AP8845	60,413.83
02/18/2022	483852	Check	The Language Banc	924523	2 AP8845	120.00
02/18/2022	483853	Check	Third Party Integrity Inc	930282	2 AP8845	2,500.00
02/18/2022	483854	Check	Tobii Dynavox LLC	903317	2 AP8845	4,567.05
02/18/2022	483855	Check	Tri-State Bobcat	924444	2 AP8845	154.99
02/18/2022	483856	Check	MRI Software LLC	929957	2 AP8845	40.00

AP Check Register

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AP Run: 20220218 AP — Post Date: 2022-02-18 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/18/2022	483857	Check	Turnitin LLC	926691	2 AP8845	10,965.00
02/18/2022	483858	Check	Twin Cities Regional Science Fair (TCRSF)	903469	2 AP8845	270.00
02/18/2022	483859	Check	Upper Lakes Foods Inc	929826	2 AP8845	30,506.31
02/18/2022	483860	Check	Wenger Corporation	904337	2 AP8845	968.50
Total:						\$1,244,067.55

20220218 AP Summary

Type	Count	Amount
Regular	62	1,244,067.55
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	62	\$1,244,067.55

AP Check Register

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AP Run: 20220225 FS — Post Date: 2022-02-25 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/25/2022	483861	Check	Special Olympics Minnesota	927978	2 AP8845	500.00
Total:						\$500.00

20220225 FS Summary

Type	Count	Amount
Regular	1	500.00
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	1	\$500.00

AP Check Register

AP Run: 20220225 AP — Post Date: 2022-02-25 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/25/2022	483862	Check	Acer Service Corporation - Attn: Finance Dept.	929434	2 AP8845	2,447.81
02/25/2022	483863	Check	AIM Electronics Inc	900017	2 AP8845	6,671.00
02/25/2022	483864	Check	Albrecht, Victor	923108	2 AP8845	88.00
02/25/2022	483865	Check	Anchor Solar Investments LLC	929704	2 AP8845	1,940.77
02/25/2022	483866	Check	Anderson, Julie	929921	2 AP8845	245.00
02/25/2022	483867	Check	Ascend Education	930292	2 AP8845	160.00
02/25/2022	483868	Check	Audio Logic Systems	926245	2 AP8845	76.00
02/25/2022	483869	Check	Barnes & Noble Inc	900386	2 AP8845	76.12
02/25/2022	483870	Check	Bix Produce Company	900477	2 AP8845	5,257.83
02/25/2022	483871	Check	Blaskowski, Peter	922244	2 AP8845	139.50
02/25/2022	483872	Check	Breid, Erin	930603	2 AP8845	3,000.00
02/25/2022	483873	Check	Captivate Media + Consulting	929000	2 AP8845	2,682.00
02/25/2022	483874	Check	Carlson, Gerri	929243	2 AP8845	1,382.52
02/25/2022	483875	Check	Casperson, Julie	928973	2 AP8845	526.50
02/25/2022	483876	Check	Centerpoint Energy	902519	2 AP8845	746.58
02/25/2022	483877	Check	Chartier, Alan	500853	2 AP8845	16.10
02/25/2022	483878	Check	Chaska High School	907014	2 AP8845	175.00
02/25/2022	483879	Check	Comcast	926565-1	2 AP8845	5,543.63
02/25/2022	483880	Check	Comcast	923547	2 AP8845	49.75
02/25/2022	483881	Check	Consolidated Communications	906231	2 AP8845	3,979.67

AP Check Register

AP Run: 20220225 AP — Post Date: 2022-02-25 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/25/2022	483882	Check	Crown Rental Inc	900647	2 AP8845	30.00
02/25/2022	483883	Check	Dalco	904186-1	2 AP8845	575.22
02/25/2022	483884	Check	Dewald, Rina C	920524	2 AP8845	360.00
02/25/2022	483885	Check	Eagan High School	904069	2 AP8845	150.00
02/25/2022	483886	Check	Earl F Andersen	901064-2	2 AP8845	143.12
02/25/2022	483887	Check	Educators Benefit Consultants LLC	926262-1	2 AP8845	740.03
02/25/2022	483888	Check	Electro Watchman Inc	901078	2 AP8845	480.00
02/25/2022	483889	Check	Fastenal	923054-1	2 AP8845	148.89
02/25/2022	483890	Check	Fedex	901463	2 AP8845	33.42
02/25/2022	483891	Check	FP Mailing Solutions	929857	2 AP8845	225.00
02/25/2022	483892	Check	Goswami, Alpa	929031	2 AP8845	116.00
02/25/2022	483893	Check	Gregory, Loris Sofia	927443	2 AP8845	135.00
02/25/2022	483894	Check	hand2mind, Inc	900573	2 AP8845	812.74
02/25/2022	483895	Check	Herrmann, Aaron	930537	2 AP8845	122.50
02/25/2022	483896	Check	Hyvee	929410	2 AP8845	242.44
02/25/2022	483897	Check	I Got Skills	924432	2 AP8845	1,144.00
02/25/2022	483898	Check	IKI Inc	900052	2 AP8845	88.00
02/25/2022	483899	Check	Infinite Health Collaborative, PA	930472	2 AP8845	10,000.00
02/25/2022	483900	Check	Innovational Water Solutions, Inc.	930169	2 AP8845	6,850.00
02/25/2022	483901	Check	Interstate All Battery Center	928877	2 AP8845	119.90

AP Check Register

AP Run: 20220225 AP — Post Date: 2022-02-25 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/25/2022	483902	Check	Kamiri, Anne	930578	2 AP8845	157.50
02/25/2022	483903	Check	Lakeville North High School	902673-2	2 AP8845	170.00
02/25/2022	483904	Check	Lightspeed Technologies Inc	926151	2 AP8845	865.00
02/25/2022	483905	Check	Lindmeier, Thomas	930013	2 AP8845	320.40
02/25/2022	483906	Check	Mackin Educational Resources	902196	2 AP8845	12,412.07
02/25/2022	483907	Check	Marti & Gary's Auto Repair	930382	2 AP8845	1,012.34
02/25/2022	483908	Check	Martin, Stephanie	500852	2 AP8845	45.40
02/25/2022	483909	Check	Master Automotive Tire & Quick Lube	928612	2 AP8845	438.59
02/25/2022	483910	Check	Merry, Vanessa	929912	2 AP8845	25.00
02/25/2022	483911	Check	Mid City Services	930092	2 AP8845	119.25
02/25/2022	483912	Check	Midwest Blinds	927063	2 AP8845	4,794.00
02/25/2022	483913	Check	Minnesota Energy Resources	903029	2 AP8845	506.57
02/25/2022	483914	Check	Minnesota School Boards Association - MSBA	902540	2 AP8845	114.00
02/25/2022	483915	Check	MRI Software LLC	929957	2 AP8845	130.00
02/25/2022	483916	Check	Naseema Omer LLC	930381	2 AP8845	220.50
02/25/2022	483917	Check	Nelson, Kristi Kay	930378	2 AP8845	150.00
02/25/2022	483918	Check	Novak, Janice S	902467	2 AP8845	342.00
02/25/2022	483919	Check	NSAV Solutions	931060	2 AP8845	425.68
02/25/2022	483920	Check	Olympic Communications Inc	927700	2 AP8845	3,125.00

AP Check Register

AP Run: 20220225 AP — Post Date: 2022-02-25 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/25/2022	483921	Check	PBBS Equipment Corporation	930000	2 AP8845	5,548.18
02/25/2022	483922	Check	Play Quiz Bowl LLC	925680	2 AP8845	400.00
02/25/2022	483923	Check	Rosemount High School	909266	2 AP8845	150.00
02/25/2022	483924	Check	Roth, Kathleen	500854	2 AP8845	16.00
02/25/2022	483925	Check	Sachs, Alice	925562	2 AP8845	217.50
02/25/2022	483926	Check	Schmitt Music	903532	2 AP8845	200.07
02/25/2022	483927	Check	Second Harvest Heartland	928183	2 AP8845	924.09
02/25/2022	483928	Check	Soliant Health LLC	930344	2 AP8845	1,880.00
02/25/2022	483929	Check	Southwest Metro Intermediate 288	928611	2 AP8845	4,910.36
02/25/2022	483930	Check	St Paul Beverage Solutions, LLC	930156	2 AP8845	6,256.29
02/25/2022	483931	Check	Stamm, Amanda	930020	2 AP8845	136.50
02/25/2022	483932	Check	Sunbelt Staffing LLC	930586	2 AP8845	6,993.10
02/25/2022	483933	Check	Teachers On Call	929847	2 AP8845	44,288.97
02/25/2022	483934	Check	The Food Group	928651	2 AP8845	2,666.29
02/25/2022	483935	Check	T-Mobile	929345	2 AP8845	10,121.98
02/25/2022	483936	Check	TriMark Marlinn LLC	925854	2 AP8845	12,527.14
02/25/2022	483937	Check	Tri-State Bobcat	924444	2 AP8845	113.95
02/25/2022	483938	Check	Upper Lakes Foods Inc	929826	2 AP8845	26,496.64
02/25/2022	483939	Check	Vista Higher Learning, Inc.	930573	2 AP8845	3,667.63

AP Check Register

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AP Run: 20220225 AP --- Post Date: 2022-02-25 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/25/2022	483940	Check	Vivacity Tech PBC	930460	2 AP8845	2,796.00
Total:						\$213,404.03

20220225 AP Summary

Type	Count	Amount
Regular	79	213,404.03
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	79	\$213,404.03

AP Check Register

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Burnsville-Eagan-Savage SD 191, MN

<u>Fund</u>	<u>Total</u>
01 - GENERAL	1,649,638.70
02 - FOOD SERVICE	147,673.39
03 - TRANSPORTATION	921,055.95
04 - COMMUNITY SERVICE	31,503.61
16 - FACILITIES RENTAL	208.18
21 - ISF - POST RETIREMENT BENEFITS	4,404.00
22 - ISF - HEALTH SELECT 105	11,017.20
26 - BOND REFERENDUM	9,761.32
50 - STUDENT ACTIVITY FUND	834.50
	\$2,776,096.85

AP Check Register

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AP Run: 20220203 C1 — Post Date: 2022-02-03 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/03/2022	6000000576		Grainger	904387-1	2 Virtua	2,245.40
02/03/2022	6000000577		Tri-Dim Filter Corp	929519	2 Virtua	535.72
02/03/2022	6000000578		Trio Supply	903802	2 Virtua	3,664.52
Total:						\$6,445.64

20220203 C1 Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	3	6,445.64
Total:	3	\$6,445.64

AP Check Register

AP Run: 20220209 C1 — Post Date: 2022-02-09 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/09/2022	6000000579		Advanced Imaging Solutions	928551	2 Virtua	4,522.95
02/09/2022	6000000580		Cole Papers Inc	927279-1	2 Virtua	2,448.07
02/09/2022	6000000581		Grainger	904387-1	2 Virtua	991.40
02/09/2022	6000000582		Northern Air Corporation (NAC)	920320	2 Virtua	6,624.00
02/09/2022	6000000583		Trio Supply	903802	2 Virtua	4,522.84
Total:						\$19,109.26

20220209 C1 Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	5	19,109.26
Total:	5	\$19,109.26

AP Check Register

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AP Run: 20220216 C1 — Post Date: 2022-02-16 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/16/2022	6000000584		Center For The Collaborative Classroom	924466-1	2 Virtua	37.00
02/16/2022	6000000585		Cole Papers Inc	927279-1	2 Virtua	1,139.42
02/16/2022	6000000586		Grainger	904387-1	2 Virtua	2,426.50
02/16/2022	6000000587		MEI Total Elevator Solutions	908999-1	2 Virtua	3,020.99
02/16/2022	6000000588		Trio Supply	903802	2 Virtua	3,306.25
Total:						\$9,930.16

20220216 C1 Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	5	9,930.16
Total:	5	\$9,930.16

AP Check Register

AP Run: 20220224 C1 — Post Date: 2022-02-24 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/24/2022	6000000589		Grainger	904387-1	2 Virtua	3,548.84
02/24/2022	6000000590		Siemens Industry Inc	902217	2 Virtua	2,975.00
02/24/2022	6000000591		Trio Supply	903802	2 Virtua	6,058.95
Total:						\$12,582.79

20220224 C1 Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	3	12,582.79
Total:	3	\$12,582.79

AP Check Register

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Burnsville-Eagan-Savage SD 191, MN

<u>Fund</u>	<u>Total</u>
01 - GENERAL	30,149.33
02 - FOOD SERVICE	17,210.04
04 - COMMUNITY SERVICE	708.48
	\$48,067.85

AP Check Register

AP Run: 20220202 EACH — Post Date: 2022-02-02 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/02/2022	9000002769	ACH	Coleman, Colleen M	013413	1 AP5800	10.64
02/02/2022	9000002770	ACH	Galland, John	008297	1 AP5800	88.38
02/02/2022	9000002771	ACH	Gauer-Kloos, Megan	019574	1 AP5800	66.20
02/02/2022	9000002772	ACH	Hagen, Aimee E	016614	1 AP5800	38.58
02/02/2022	9000002773	ACH	Holcombe, Sara J	010142	1 AP5800	54.43
02/02/2022	9000002774	ACH	Holman, Sandra L	020020	1 AP5800	145.60
02/02/2022	9000002775	ACH	Hubbard, Mark R	013921	1 AP5800	761.77
02/02/2022	9000002776	ACH	Lake, David	017436	1 AP5800	146.25
02/02/2022	9000002777	ACH	Mueller, Sarah K	014106	1 AP5800	15.49
02/02/2022	9000002778	ACH	Nemeth, Heather	014991	1 AP5800	25.54
02/02/2022	9000002779	ACH	Niffenegger, Kamala N	018055	1 AP5800	55.72
02/02/2022	9000002780	ACH	Pranschke, Stephanie T	016003	1 AP5800	3.08
02/02/2022	9000002781	ACH	Riggs, Mark D	007145	1 AP5800	79.75
02/02/2022	9000002782	ACH	Skoglund, Allison L	015398	1 AP5800	29.80

Total: \$1,521.23

20220202 EACH Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	14	1,521.23
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	14	\$1,521.23

AP Check Register

AP Run: 20220208 VACH — Post Date: 2022-02-08 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/08/2022	9000002783	ACH	CDW Government Inc	920289-1	1 AP5800	9,350.00
Total:						\$9,350.00

20220208 VACH Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	1	9,350.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	1	\$9,350.00

AP Check Register

AP Run: 20220209 EACH — Post Date: 2022-02-09 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/09/2022	9000002784	ACH	Albersheim-Carter, Marcina	018646	1 AP5800	40.95
02/09/2022	9000002785	ACH	Bates, Daniel W	017214	1 AP5800	75.00
02/09/2022	9000002786	ACH	Berryman, Ashley A	016759	1 AP5800	26.99
02/09/2022	9000002787	ACH	Blood, Kelsey Jo	017981	1 AP5800	66.40
02/09/2022	9000002788	ACH	Bohr, Jennifer L	009302	1 AP5800	75.00
02/09/2022	9000002789	ACH	Bringgold, Debbie	015023	1 AP5800	75.00
02/09/2022	9000002790	ACH	Challgren, Peg Ten	006842	1 AP5800	31.96
02/09/2022	9000002791	ACH	Clancy, Carissa	016999	1 AP5800	50.00
02/09/2022	9000002792	ACH	Coleman, Colleen M	013413	1 AP5800	2.87
02/09/2022	9000002793	ACH	Czapar, Kelly N	017322	1 AP5800	29.19
02/09/2022	9000002794	ACH	Dennis, Teresa L	012554	1 AP5800	100.00
02/09/2022	9000002795	ACH	Ewert, Casey B	019158	1 AP5800	47.74
02/09/2022	9000002796	ACH	Fischer McDonald, Christine	020544	1 AP5800	19.66
02/09/2022	9000002797	ACH	Gaylord, Samuel M	019978	1 AP5800	75.00
02/09/2022	9000002798	ACH	Gehrke, Andrew R	016612	1 AP5800	16.97
02/09/2022	9000002799	ACH	Goff, Tara P	020460	1 AP5800	50.00
02/09/2022	9000002800	ACH	Hagen, Aimee E	016614	1 AP5800	5.27
02/09/2022	9000002801	ACH	Hansen, Sarah J	013681	1 AP5800	61.50
02/09/2022	9000002802	ACH	Hanson, Debra A	016313	1 AP5800	50.00
02/09/2022	9000002803	ACH	Hanson, Lisa	011966	1 AP5800	75.00

AP Check Register

AP Run: 20220209 EACH — Post Date: 2022-02-09 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/09/2022	9000002804	ACH	Holewa, Mary A	011153	1 AP5800	52.94
02/09/2022	9000002805	ACH	Holman, Sandra L	020020	1 AP5800	27.96
02/09/2022	9000002806	ACH	Holmes, Molly	009402	1 AP5800	116.50
02/09/2022	9000002807	ACH	Hubbard, Mark R	013921	1 AP5800	67.58
02/09/2022	9000002808	ACH	Kachman, Angela	010826	1 AP5800	50.00
02/09/2022	9000002809	ACH	Kermes, Katherine M	019928	1 AP5800	50.00
02/09/2022	9000002810	ACH	Kirchner, Amy	014600	1 AP5800	65.02
02/09/2022	9000002811	ACH	Kruger, Tara N	018387	1 AP5800	50.00
02/09/2022	9000002812	ACH	Leake, Donald	007490	1 AP5800	75.00
02/09/2022	9000002813	ACH	Leake, Roxanne	019458	1 AP5800	50.00
02/09/2022	9000002814	ACH	Lian, Jocelyn M	020194	1 AP5800	33.35
02/09/2022	9000002815	ACH	Neal, Bryeny B	013693	1 AP5800	37.99
02/09/2022	9000002816	ACH	Nelson, Katie L	015010	1 AP5800	30.01
02/09/2022	9000002817	ACH	Nemeth, Heather	014991	1 AP5800	11.64
02/09/2022	9000002818	ACH	Nicholson, Marcia L	017335	1 AP5800	50.00
02/09/2022	9000002819	ACH	Niesen, Elizabeth A	015962	1 AP5800	40.60
02/09/2022	9000002820	ACH	Niffenegger, Kamala N	018055	1 AP5800	32.29
02/09/2022	9000002821	ACH	Ohlhauser, Connor C	018925	1 AP5800	115.26
02/09/2022	9000002822	ACH	Olsen, Laura	014129	1 AP5800	50.00
02/09/2022	9000002823	ACH	Opatz, Larry	009239	1 AP5800	94.13

AP Check Register

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AP Run: 20220209 EACH — Post Date: 2022-02-09 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/09/2022	9000002824	ACH	Pavek, Brooke C	016645	1 AP5800	20.00
02/09/2022	9000002825	ACH	Peterson, Christine K	016429	1 AP5800	50.00
02/09/2022	9000002826	ACH	Pieper, Jill	017753	1 AP5800	14.39
02/09/2022	9000002827	ACH	Riggs, Mark D	007145	1 AP5800	50.00
02/09/2022	9000002828	ACH	Schatzlein, Rachel	018718	1 AP5800	50.00
02/09/2022	9000002829	ACH	Schlichting, Catherine	012335	1 AP5800	50.00
02/09/2022	9000002830	ACH	Simmons, Sean D	017795	1 AP5800	61.66
02/09/2022	9000002831	ACH	Swanson, Todd	019467	1 AP5800	50.00
02/09/2022	9000002832	ACH	Tarnofsky, John J	020438	1 AP5800	65.23
02/09/2022	9000002833	ACH	Thurber, Laurie	014811	1 AP5800	75.00
02/09/2022	9000002834	ACH	Torres-Busch, Michaeline E	020156	1 AP5800	75.00
02/09/2022	9000002835	ACH	Tousignant, Holly	015856	1 AP5800	75.00
02/09/2022	9000002836	ACH	Waters, Stacie	018472	1 AP5800	50.00
02/09/2022	9000002837	ACH	Wurdeman, Scott	010543	1 AP5800	167.90
02/09/2022	9000002838	ACH	Yost, Molly M	019831	1 AP5800	15.80
02/09/2022	9000002839	ACH	Zellmer, Julie A	015940	1 AP5800	50.00
Total:						\$2,994.75

AP Check Register

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AP Run: 20220209 EACH — Post Date: 2022-02-09 — 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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20220209 EACH Summary

<u>Type</u>	<u>Count</u>	<u>Amount</u>
Regular	0	0.00
ACH Checks:	56	2,994.75
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	56	\$2,994.75

AP Check Register

AP Run: 20220216 EACH — Post Date: 2022-02-16 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/16/2022	9000002840	ACH	Anderson, Janelle D	018630	1 AP5800	61.66
02/16/2022	9000002841	ACH	Clancy, Carissa	016999	1 AP5800	40.72
02/16/2022	9000002842	ACH	Collins, Erin	020591	1 AP5800	23.99
02/16/2022	9000002843	ACH	Drutowski, Alison	018311	1 AP5800	503.64
02/16/2022	9000002844	ACH	Galland, John	008297	1 AP5800	203.76
02/16/2022	9000002845	ACH	Haggerty, Lori	010428	1 AP5800	62.32
02/16/2022	9000002846	ACH	Howe, Jaimie K	020412	1 AP5800	16.38
02/16/2022	9000002847	ACH	Johnson, Brian J	018190	1 AP5800	77.80
02/16/2022	9000002848	ACH	Jordan, Joanna	014624	1 AP5800	47.91
02/16/2022	9000002849	ACH	Keirstead, Amy	017654	1 AP5800	42.12
02/16/2022	9000002850	ACH	Kolstad, Michele M	007847	1 AP5800	19.54
02/16/2022	9000002851	ACH	Nordeen, Denise M	020415	1 AP5800	10.88
02/16/2022	9000002852	ACH	Ontiveros, Eddieca	019147	1 AP5800	17.86
02/16/2022	9000002853	ACH	Vodnick, Sarah A	016023	1 AP5800	172.79
02/16/2022	9000002854	ACH	Voigt, Pamela M	017183	1 AP5800	37.79
Total:						\$1,339.16

AP Check Register

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AP Run: 20220216 EACH — Post Date: 2022-02-16 — 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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20220216 EACH Summary

<u>Type</u>	<u>Count</u>	<u>Amount</u>
Regular	0	0.00
ACH Checks:	15	1,339.16
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	15	\$1,339.16

AP Check Register

AP Run: 20220223 EACH — Post Date: 2022-02-23 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
02/23/2022	9000002855	ACH	Battle, Theresa F	019927	1 AP5800	500.00
02/23/2022	9000002856	ACH	Dehne, Tyler	020322	1 AP5800	200.00
02/23/2022	9000002857	ACH	Gersich, Brian M	019849	1 AP5800	200.00
02/23/2022	9000002858	ACH	Gorton, Rachel	016735	1 AP5800	200.00
02/23/2022	9000002859	ACH	Lawler, KayAnna R	020499	1 AP5800	85.00
02/23/2022	9000002860	ACH	Orth, Steven D.	008627	1 AP5800	1,380.56
02/23/2022	9000002861	ACH	Pavek, Brooke C	016645	1 AP5800	7.98
02/23/2022	9000002862	ACH	Pederson, Janell R	020502	1 AP5800	85.00
02/23/2022	9000002863	ACH	Rider, Lisa K	016166	1 AP5800	200.00
02/23/2022	9000002864	ACH	Ruzichka, Laurie	015691	1 AP5800	38.92
02/23/2022	9000002865	ACH	Sellars, Jason A	019217	1 AP5800	48.00
02/23/2022	9000002866	ACH	Sovine, Stacey	017487	1 AP5800	200.00
02/23/2022	9000002867	ACH	Tinklenberg, Aaron D	017462	1 AP5800	200.00

Total: \$3,345.46

20220223 EACH Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	13	3,345.46
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	13	\$3,345.46

AP Check Register

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Burnsville-Eagan-Savage SD 191, MN

<u>Fund</u>	<u>Total</u>
01 - GENERAL	8,906.24
02 - FOOD SERVICE	222.94
04 - COMMUNITY SERVICE	5,765.97
22 - ISF - HEALTH SELECT 105	1,575.00
50 - STUDENT ACTIVITY FUND	2,080.45
	\$18,550.60



Agenda IV.A.5
April 28, 2022

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

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

Date: April 18, 2022

Re: Budget Analysis for the Month Ending February 28, 2022

Recommendation: That the Board accepts the Budget Analysis for the month ending February 28, 2022.

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

	<u>Year-to-Date Revenue</u>	<u>% of Adopted Budget</u>	<u>Year-to-Date Expenditures</u>	<u>% of Adopted Budget</u>
All Funds	\$ 104,470,173	59.08%	\$ 118,307,424	65.00%
General Fund	\$ 63,056,288	48.25%	\$ 75,609,009	55.69%

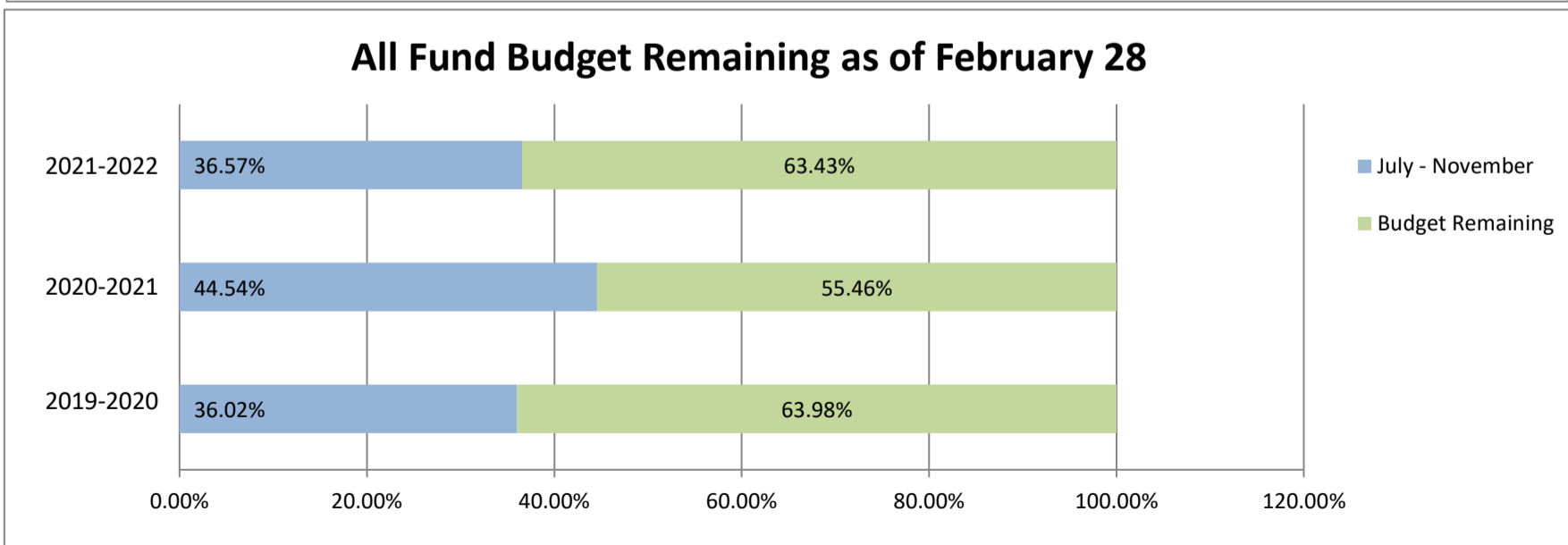
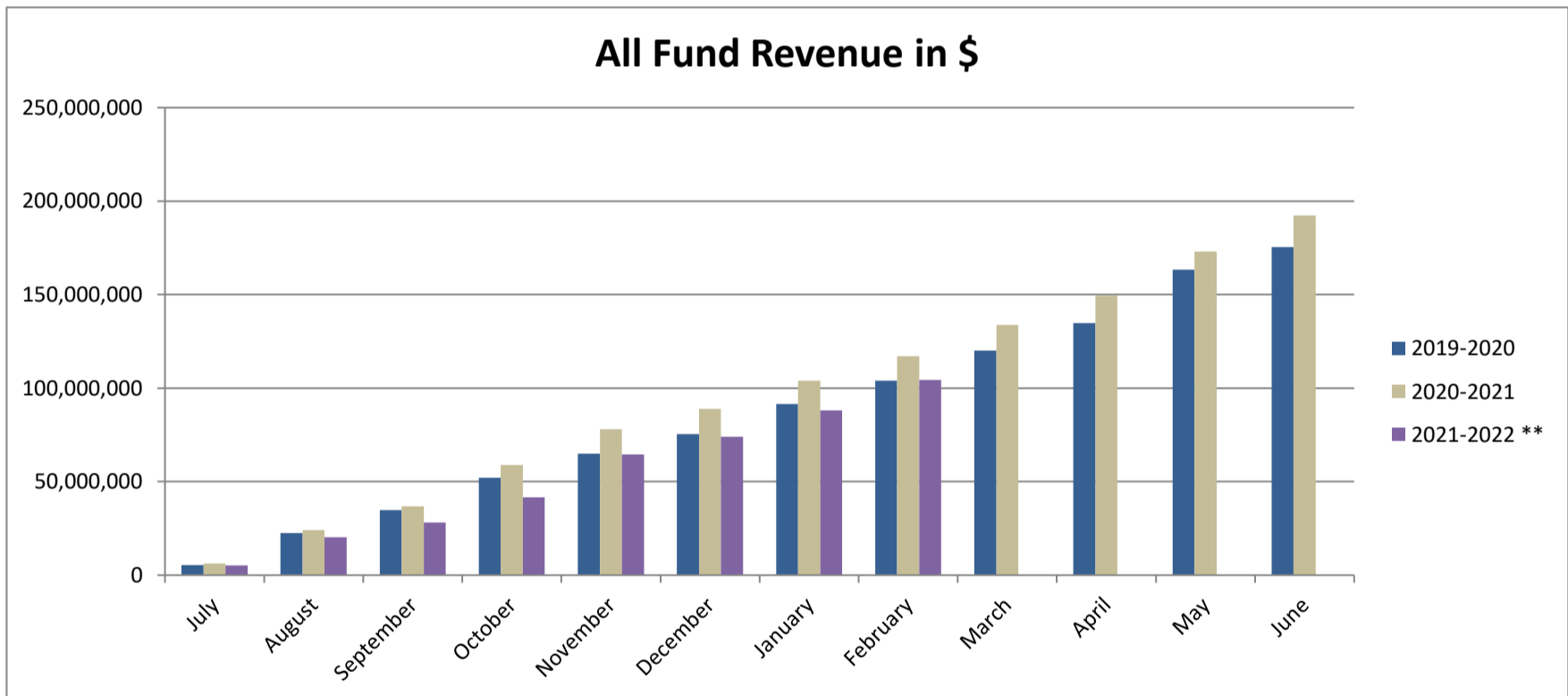
To assist the Board in monitoring monthly financial activity and to help identify budget-to-actual deviations, the following graphs have been developed for all funds and the general fund:

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**

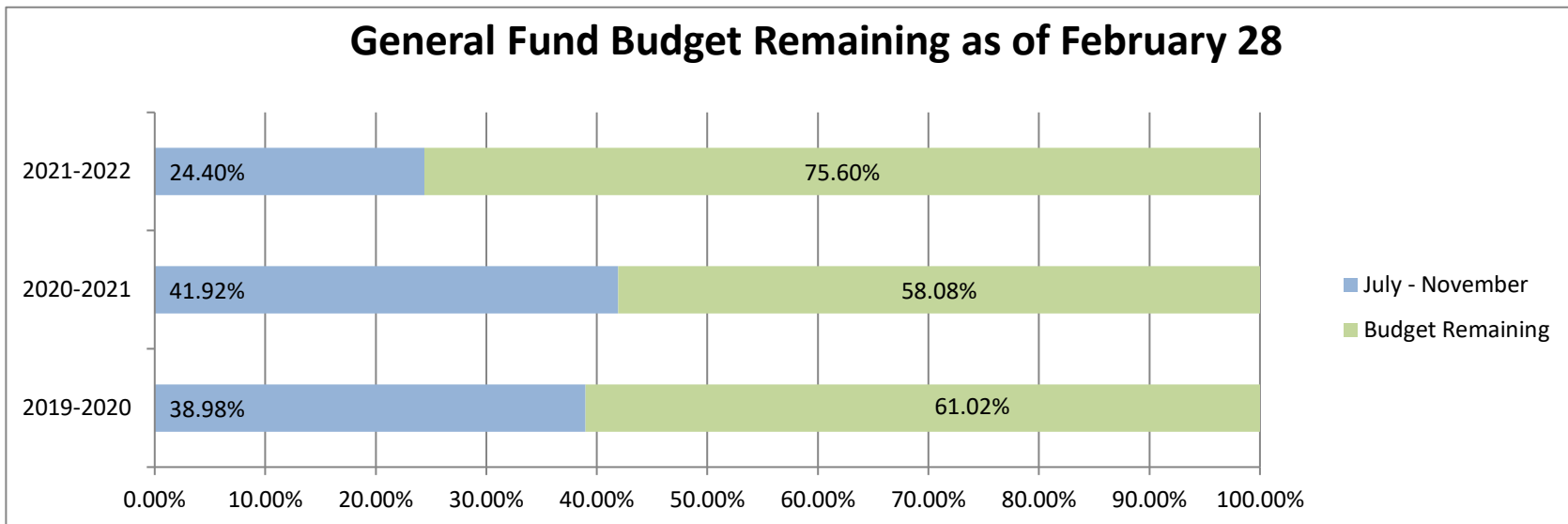
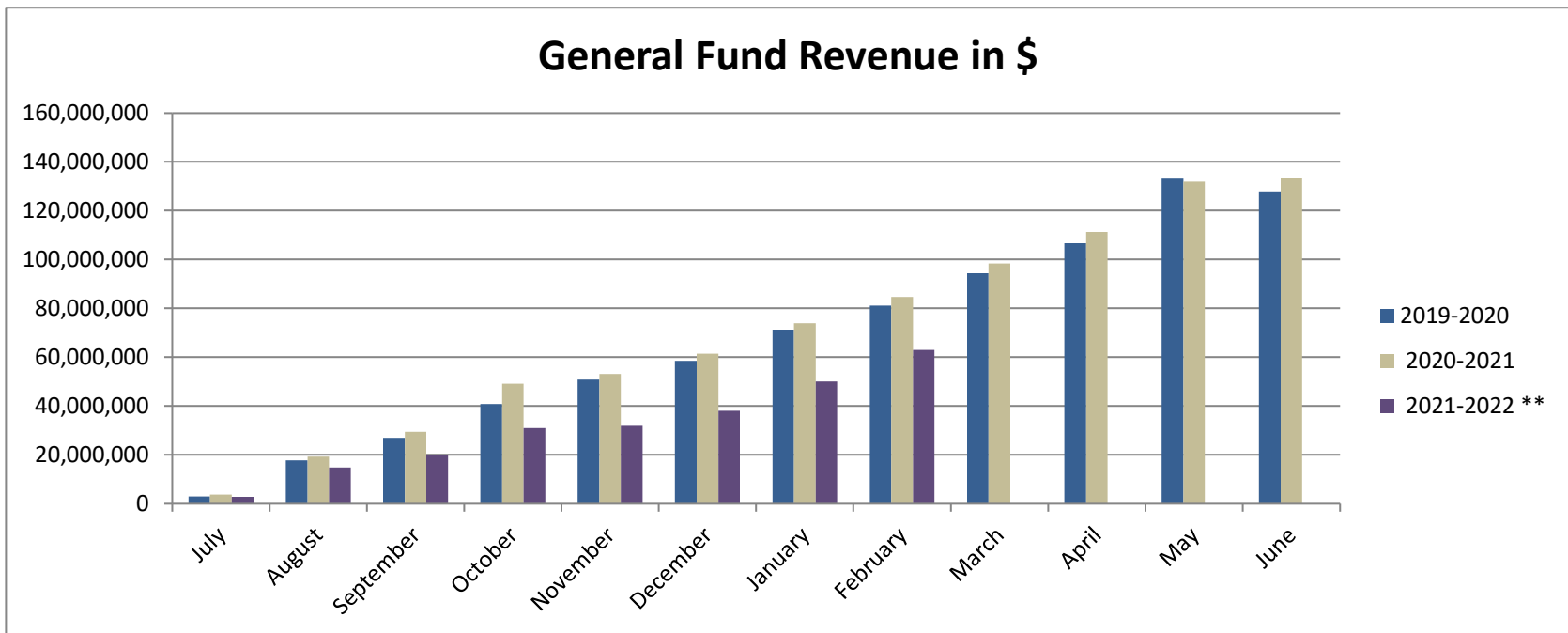
	2019-2020		2020-2021		2021-2022 **	
	\$	%	\$	%	\$	%
July	5,485,241	3.04%	6,287,193	3.59%	5,298,428	3.00%
August	22,594,027	12.53%	24,061,844	13.74%	20,358,554	11.51%
September	34,813,133	19.31%	36,829,976	21.04%	28,136,656	15.91%
October	52,091,920	28.89%	59,014,681	33.71%	41,631,893	23.54%
November	64,950,000	36.02%	77,976,654	44.54%	64,659,908	36.57%
December	75,350,271	41.79%	88,949,514	50.81%	73,979,823	41.84%
January	91,452,688	50.72%	103,921,863	59.36%	88,036,615	49.79%
February	104,037,421	57.70%	117,144,444	66.91%	104,470,173	59.08%
March	120,089,341	66.60%	133,864,754	76.46%		0.00%
April	134,860,140	74.79%	149,466,884	85.38%		0.00%
May	163,402,130	90.62%	173,006,598	98.82%		0.00%
June	175,487,024	97.33%	192,391,251	109.89%		0.00%
BUDGET	180,308,051	100.00%	175,070,662	100.00%	176,825,094	100.00%



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

**REVENUE COMPARISON
GENERAL FUND**

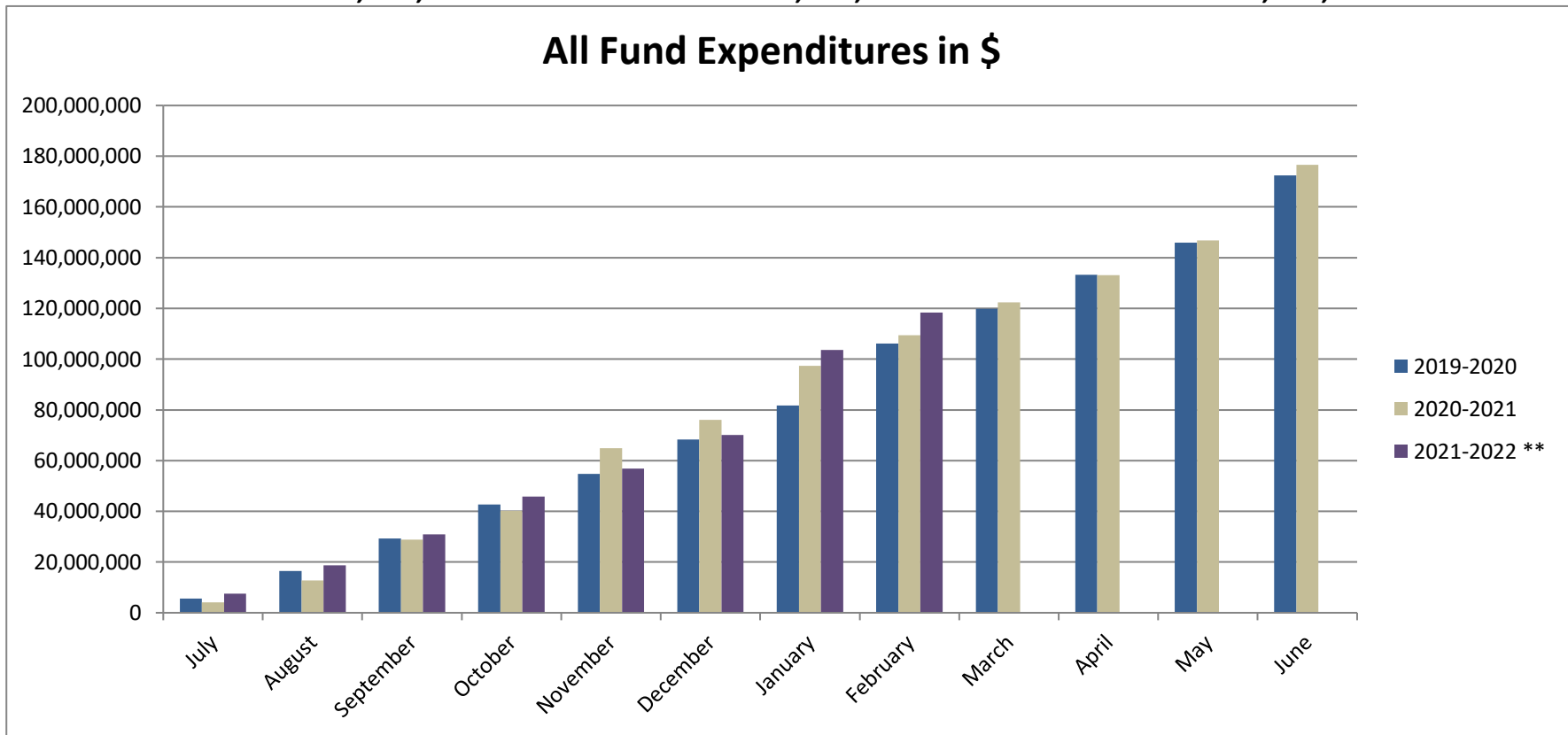
	2019-2020		2020-2021		2021-2022 **	
	\$	%	\$	%	\$	%
July	2,952,734	2.26%	3,817,036	3.01%	2,886,590	2.21%
August	17,728,648	13.58%	19,274,187	15.20%	14,880,829	11.39%
September	26,994,038	20.67%	29,519,205	23.27%	20,103,961	15.38%
October	40,875,100	31.30%	49,179,583	38.77%	30,912,213	23.65%
November	50,901,641	38.98%	53,171,053	41.92%	31,891,696	24.40%
December	58,488,110	44.79%	61,389,953	48.40%	38,120,643	29.17%
January	71,248,272	54.57%	73,970,734	58.32%	50,021,826	38.28%
February	81,110,930	62.12%	84,622,165	66.72%	63,056,288	48.25%
March	94,414,841	72.31%	98,343,919	77.54%		0.00%
April	106,747,578	81.75%	111,273,854	87.73%		0.00%
May	133,202,884	102.02%	131,860,398	103.96%		0.00%
June	127,889,261	97.95%	133,587,632	105.32%		0.00%
BUDGET	130,570,739	100.00%	126,834,491	100.00%	130,685,614	100.00%



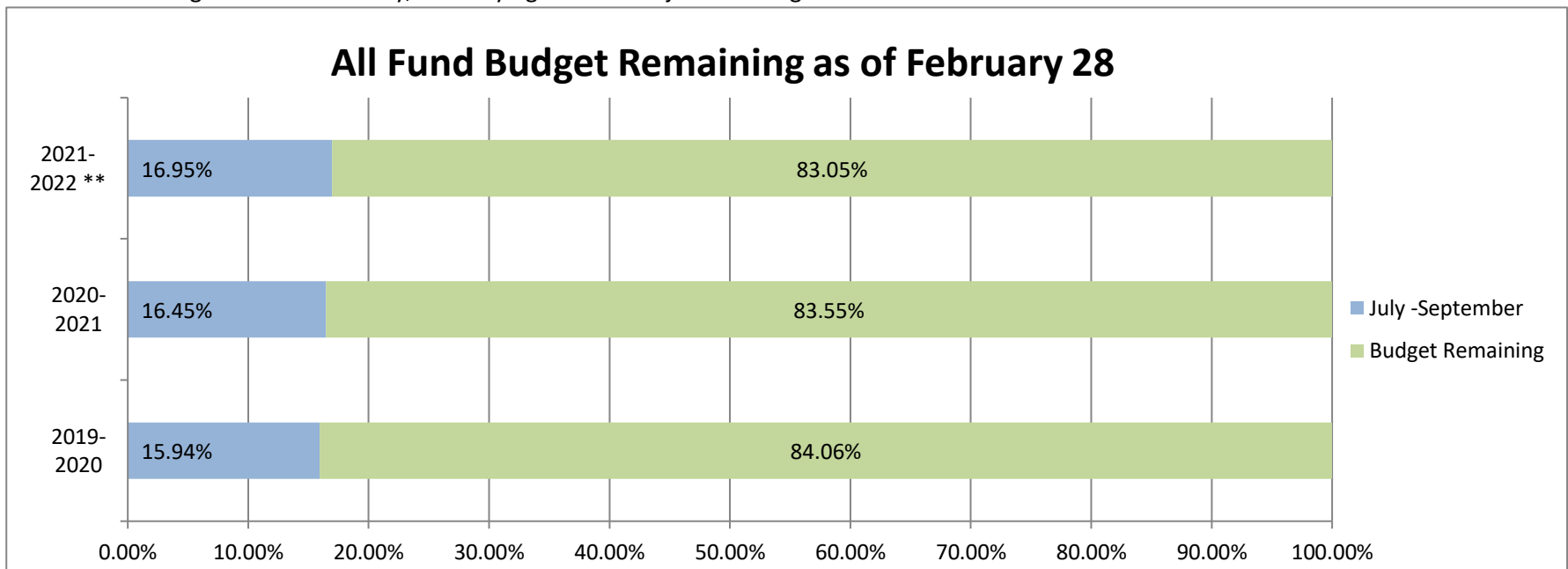
** The year to year comparison will vary due to the timing of the reversal of prior year accruals and based on timing of financial activity, monthly figures are subject to change

**EXPENDITURE COMPARISON
ALL FUNDS**

	2019-2020		2020-2021		2021-2022 **	
	\$	%	\$	%	\$	%
July	5,527,131	3.00%	4,136,021	2.36%	7,576,301	4.16%
August	16,468,457	8.95%	12,806,761	7.30%	18,666,589	10.25%
September	29,323,003	15.94%	28,871,496	16.45%	30,852,672	16.95%
October	42,659,629	23.19%	40,214,431	22.92%	45,790,504	25.16%
November	54,807,687	29.79%	64,868,844	36.96%	56,770,670	31.19%
December	68,333,711	37.14%	76,102,321	43.37%	70,038,540	38.48%
January	81,733,856	44.42%	97,403,339	55.50%	103,678,352	56.96%
February	106,174,331	57.71%	109,396,118	62.34%	118,307,424	65.00%
March	119,896,778	65.16%	122,331,287	69.71%		0.00%
April	133,324,048	72.46%	133,047,037	75.82%		0.00%
May	145,975,143	79.34%	146,818,004	83.66%		0.00%
June	172,410,094	93.71%	176,641,177	100.66%		0.00%
BUDGET	183,989,992	100.00%	175,489,038	100.00%	182,025,112	100.00%

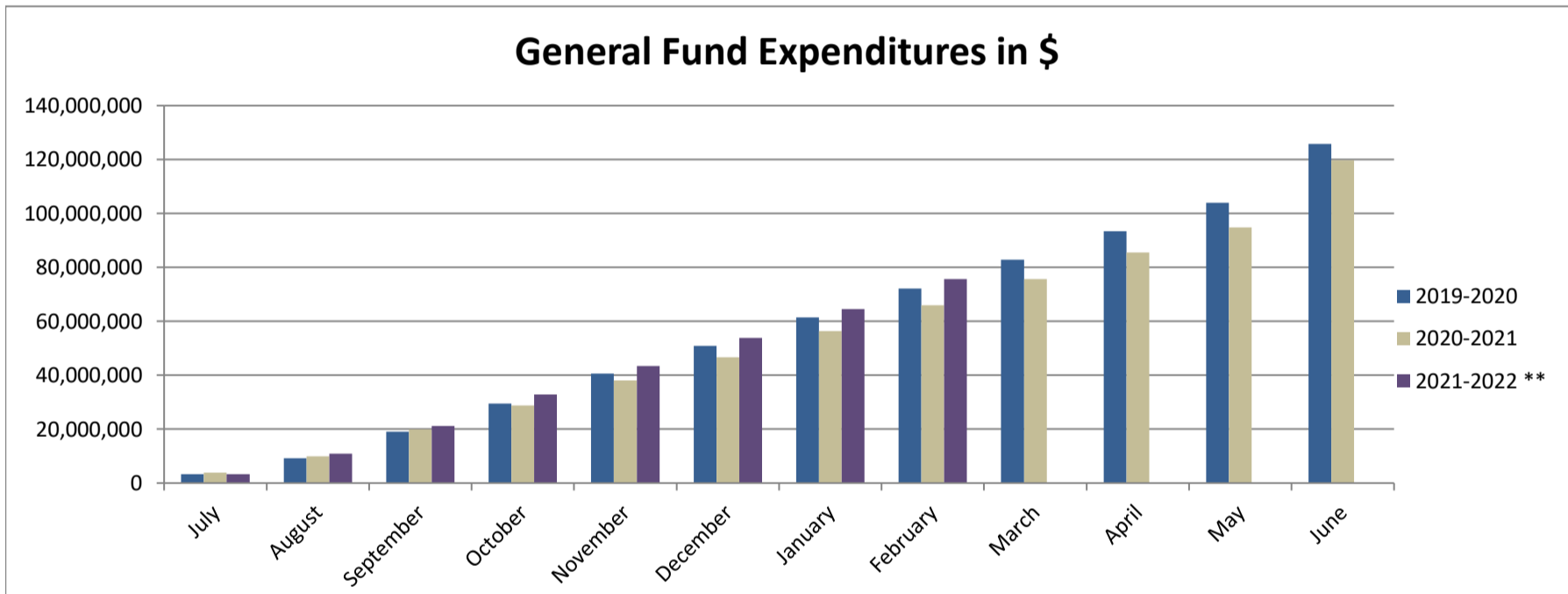


**based on timing of financial activity, monthly figures are subject to change

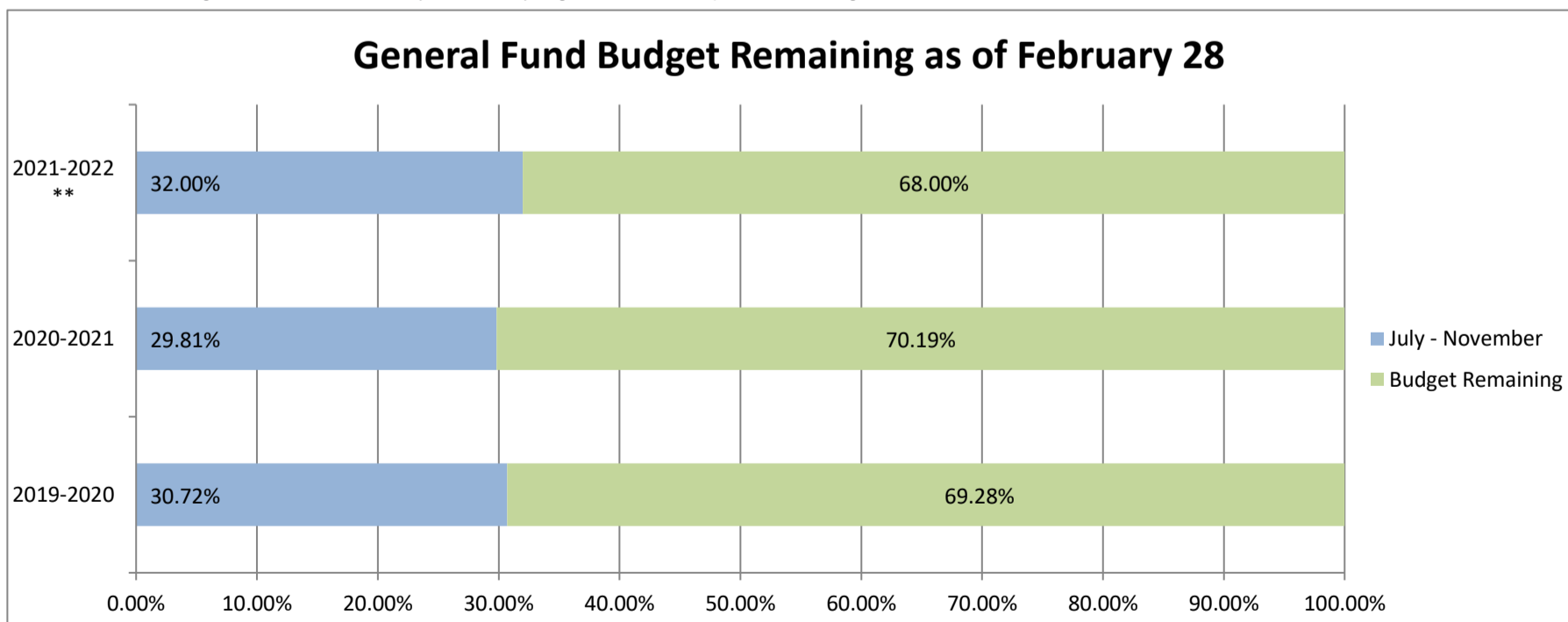


**EXPENDITURE COMPARISON
GENERAL FUND**

	2019-2020		2020-2021		2021-2022 **	
	\$	%	\$	%	\$	%
July	3,278,040	2.48%	3,805,343	2.98%	3,258,178	2.40%
August	9,235,858	6.99%	9,950,010	7.78%	10,886,189	8.02%
September	19,056,078	14.41%	19,860,387	15.54%	21,189,447	15.61%
October	29,431,382	22.26%	28,831,518	22.56%	32,864,644	24.21%
November	40,610,524	30.72%	38,110,749	29.81%	43,449,234	32.00%
December	50,859,427	38.47%	46,736,045	36.56%	53,909,332	39.71%
January	61,440,209	46.47%	56,357,446	44.09%	64,483,325	47.50%
February	72,157,858	54.58%	65,964,586	51.61%	75,609,009	55.69%
March	82,820,131	62.64%	75,602,778	59.15%		0.00%
April	93,356,204	70.61%	85,552,003	66.93%		0.00%
May	103,944,142	78.62%	94,865,356	74.21%		0.00%
June	125,799,767	95.15%	119,796,978	93.72%		0.00%
BUDGET	132,208,436	100.00%	127,825,136	100.00%	135,767,437	100.00%



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





**Agenda IV.A.6.
April 28, 2022**

To: Board of Education
From: Dr. Theresa Battle, superintendent
Date: April 15, 2022
Re: Receive a Report about the Listening Session

Recommendation: Receive a report about the Listening Session on April 14, 2022.

April 14, 2022 Listening Session

Two speakers Jenny Hugstad-Vaa and Dan Trajano spoke to ask that the board consider the rebate opportunity for schools to apply for a grant to buy an electric bus, and to attend Electric Vehicle Expo on Saturday May 7, 12-3 p.m. at Shepherd of the Lake, 3611 North Berens Road NW, Prior Lake.

**Agenda IV.A.7.
April 28, 2022**

To: Board of Education

From: Dr. Theresa Battle, superintendent, Stacey Sovine, executive director of human resources, and Brian Gersich, assistant superintendent

Date: April 15, 2022

Re: Policies 206: *Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations*, 211: *Criminal or Civil Action Against School District, School Board Member, Employee, or Student*, 423: *Employee-Student Relations*, 519: *Interviews of Students by Outside Agencies*, and 532: *Use of Peace Officers and Crisis Teams to Remove Students with IEPs From School Grounds*

Recommendation: Approve, on a second reading basis, non-substantive changes to Policies 206: *Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations*, 211: *Criminal or Civil Action Against School District, School Board Member, Employee, or Student*, 423: *Employee-Student Relations*, 519: *Interviews of Students by Outside Agencies*, and 532: *Use of Peace Officers and Crisis Teams to Remove Students with IEPs From School Grounds*.

The policies were reviewed by the Policy Review Committee on March 22, 2022. The first reading was approved by the Board on April 14, 2022.

Summary of changes:

- 206, 211, 423, 519 and 532- MSBA: The Minnesota Legislature reorganized the Maltreatment of Minors Act by moving it from a criminal law chapter (Ch. 626) to a public health chapter (Ch. 260E). This policy has been updated to reflect that change.
- 532 – The Policy Review Committee asked that we reorder Section IV so that “Parent Notification” is letter “C” and “Reasonable Force Permitted” is letter “D”.

Adopted: 11/2003
Reviewed: 4/14/2022
Revised: 4/28/2022
Rescinds: BDDH

Burnsville-Eagan-Savage School District Policy 206

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

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

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

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

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

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

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

- G. “Public Comment Participants” means individuals who meet one or more of the following categories will seek to address the school board during the public comment period:
1. District student
 2. Parent or guardian of a district student
 3. District resident
 4. District taxpayer
 5. District staff person

IV. RIGHTS TO PRIVACY

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

3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

V. THE PUBLIC’S OPPORTUNITY TO BE HEARD

- A. The school board will strive to give all members of the public of the school district an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).
- B. The school board provides three opportunities for public input:

1. Board Listening Sessions

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

2. Public Hearings

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

3. Public Forums

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

VI. LISTENING SESSION PROTOCOL

- A. Agenda Items

1. Members of the public who wish to present on a subject discussed at a public school board listening session are encouraged to notify the

superintendent's office in advance of the listening session. Each speaker should provide his or her name, address, the name of group represented (if any), and the subject to be covered or the issue to be addressed.

2. At the start, or in advance (by notifying the district office at 952-707-2005), of the listening session, any person wishing to speak will complete and submit a card with their name, address, name of group representing, if any, and topic.
3. The facilitating board member will recognize one speaker at a time, and will rule out of order other speakers who are not recognized. Only those speakers who have completed a card in section VI.A.2. of this policy shall be recognized to speak by the facilitating board member. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
4. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
5. Matters proposed for presentation at a listening session which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
6. The facilitating board member shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
7. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
8. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.

B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.

2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)
Minn. Stat. § 13D.05 (Meetings Having Data Classified as Public)
Minn. Stat. § 121A.47, Subd. 5 (Exclusion and Expulsion Procedures; Closed or Open Meeting)
Minn. Stat. § 122A.33, Subd. 3 (License and Degree Exemption for Head Coach; Notice of Nonrenewal; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 ((Employment; Contracts; Termination; Hearing Procedures
Minn. Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)
Minn. Stat. § 123B.02, Subd. 14 (General Powers of Independent School Districts; Employees; Contracts for Services)
Minn. Stat. § 123B.143, Subd. 2 (Superintendents; Disclose Past Buyouts or Contract is Void)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)

Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
 Minn. Op. Atty. Gen. 852 (July 14, 2006)

Cross References: Burnsville-Eagan-Savage School District Policy 103 (Complaints-Students, Employees, Parents, Other Persons/
 Burnsville-Eagan-Savage School District Policy 205 (Open Meetings and Closed Meetings)
 Burnsville-Eagan-Savage School District Policy 207 (Public Hearings)
 Burnsville-Eagan-Savage School District Policy 406 (Public and Private Personnel Data)
 Burnsville-Eagan-Savage School District Policy 422 (Policies Incorporated by Reference)
 Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)
 MSBA School Law Bulletin “C” (Minnesota’s Open Meeting Law)
 MSBA School Law Bulletin “I” (School Records – Privacy – Access to Data)
 Board Listening Session Guidelines
 Registration Card

Adopted: 8/1990
Reviewed: 4/14/2022
Revised: 4/28/2022
Rescinds: BCG

Burnsville-Eagan-Savage School District Policy 211

211 CRIMINAL OR CIVIL ACTION AGAINST SCHOOL DISTRICT, SCHOOL BOARD MEMBER, EMPLOYEE, OR STUDENT

I. PURPOSE

The purpose of this policy is to provide guidance about the school district's position, rights, and responsibilities when a civil or criminal action is pending against the school district, or a school board member, school district employee, or student.

II. GENERAL STATEMENT OF POLICY

- A. The school district recognizes that, when civil or criminal actions are pending against a school board member, school district employee, or student, the school district may be requested or required to take action.
- B. In responding to such requests and/or requirements, the school district will take such measures as are appropriate to its primary mission of providing for the education of students in an environment that is safe for staff and students and is conducive to learning.
- C. The school district acknowledges its statutory obligations with respect to providing assistance to school board members and teachers who are sued in connection with performance of school district duties. Collective bargaining agreement and school district policies may also apply.
- D. A decision to seek legal advice or assistance shall normally be made by the superintendent or a designee. Such action shall occur as it is consistent with board policy or standard practice and meets an obvious need of the school district. The school board chair or chair's designee may seek legal advice directly from the school district's legal counsel in matters relating to the superintendent's contract, evaluation, performance, or employment.

III. CIVIL ACTIONS

- A. Pursuant to Minnesota Statutes Section 466.07, subd. 1, the school district shall defend and indemnify any school board member or school district employee for damages in school-related litigation, including punitive damages, claimed or levied against the school board member or employee, provided that the school board member or employee was acting in the performance of the duties of the position and was not guilty of malfeasance, willful neglect of duty, or bad faith.

B. Pursuant to Minnesota Statutes Section 123B.25(b), with respect to teachers employed by the school district, upon written request of the teacher involved, the school district must provide legal counsel for any school teacher against whom a claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of the teacher with the school district. The school district will choose legal counsel after consultation with the teacher.

C. Data Practices

Educational data and personnel data maintained by the school district may be sought as evidence in a civil proceeding. The school district will release the data only pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and to the Family Educational Rights and Privacy Act, 20 United States Code § 1232g and related regulations. When an employee is subpoenaed and is expected to testify regarding educational data or personnel data, the employee will inform the building administrator or designated supervisor, who shall immediately inform the superintendent or designee. No school board member or employee may release data without consultation in advance with the school district official designated as the responsible authority for the collection, use, and dissemination of data.

D. Service of Subpoenas

School district officers and employees will normally not be involved in providing service of process for third parties in the school setting.

E. Leave to Testify

Leave for employees appearing in court, either when sued or under subpoena to testify, will be considered in accordance with school district personnel policies and applicable collective bargaining agreements.

IV. CRIMINAL CHARGES OR CONDUCT

A. Employees

1. The school district expects that its employees serve as positive role models for students. As role models for students, employees have a duty to conduct themselves in an exemplary manner.
2. If the school district receives information relating to activities of a criminal nature by an employee, the school district will investigate and take appropriate disciplinary action, which may include discharge, subject to school district policies, statutes, and provisions of applicable collective bargaining agreements.

3. Pursuant to Minnesota Statutes Section 123B.02, Subd. 20, if reimbursement for a criminal defense is requested by a school district employee, the school board may, after consulting with its legal counsel, reimburse the employee for any costs and reasonable attorney fees incurred by the employee to defend criminal charges brought against the employee arising out of the performance of duties for the school district. The decision whether to reimburse shall be made in the school board's discretion. A school board member who is a witness or an alleged victim in the case may not vote on the reimbursement. If a quorum of the school board is disqualified from voting on the reimbursement, the reimbursement must be approved by a judge of the district court.

B. Students

The school district has an interest in maintaining a safe and healthful environment and in preventing disruption of the educational process. To promote that interest, the school district will take appropriate action regarding students convicted of crimes that relate to the school environment.

C. Criminal Investigations

1. The policy of the school district is to cooperate with law enforcement officials. The school district will make all efforts, however, to encourage law enforcement officials to question students and employees outside of school hours and off school premises unless extenuating circumstances exist the matter being investigated is school-related, or as otherwise provided by law.
2. If questioning at school is unavoidable, the school district will attempt to maintain confidentiality, to avoid embarrassment to students and employees and to avoid disruption of the educational program. The school district will attempt to notify parents of a student under age 18 that police will be questioning their child. Normally, the superintendent, principal, or other appropriate school official will be present during the interview, except as otherwise required by law (Minnesota Statutes Section 260E.22 or as otherwise determined in consultation with the parent or guardian.

D. Data Practices

The school district will release to juvenile justice and law enforcement authorities educational and personnel data only in accordance with Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act) and 20 United States Code § 1232g (FERPA).

V. STATEMENTS WHEN LITIGATION IS PENDING

The school district recognizes that when a civil or criminal action is commenced or pending, parties to the lawsuit have particular duties in reference to persons involved or

named in the lawsuit, as well as insurance carrier(s). Therefore, school board members or school district employees shall make or release statements in that situation only in consultation with legal counsel.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
 Minn. Stat. § 123B.02, Subd. 20 (Legal Counsel, Reimbursement)
 Minn. Stat. § 123B.25(b) (Legal Actions Against Districts and Teachers)
 Minn. Stat. § 260E.22 (Interviews)
 Minn. Stat. § 466.07, Subd. 1 (Indemnification)
 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
 42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
 Minn. Op. Atty. Gen. 169 (Mar. 7, 1963)
 Minn. Op. Atty. Gen. 169 (Nov. 3, 1943)
Dypress v. School Committee of Boston, 446 N.E.2d 1099 (Mass. App. Ct. 1983)
Wood v. Strickland, 420 U.S. 308 (1975)

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 408 (Subpoena of a School District Employee)
 Burnsville-Eagan-Savage School District Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
 Burnsville-Eagan-Savage School District Policy 422 (Policies Incorporated by Reference)
 Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
 Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)

Adopted: 4/2001
Reviewed: 4/14/2022
Revised: 4/28/2022
Rescinds: GBEAB, 423-R

Burnsville-Eagan-Savage School District Policy 423

423 EMPLOYEE-STUDENT RELATIONSHIPS

I. PURPOSE

The purpose of this policy is to establish and clarify school district standards and expectations regarding employee-student relationships. The school district is committed to an educational environment in which all students are treated with respect and dignity. Every school district employee is to provide students with appropriate guidance, understanding, and direction while maintaining a standard of professionalism and acting within accepted standards of conduct.

II. GENERAL STATEMENT OF POLICY

- A. This policy applies to all school district employees at all times, whether on or off duty, and while on or off of school district locations.
- B. At all times, students will be treated by teachers and other school district employees with respect, courtesy, and consideration and in a professional manner. Each school district employee is expected to exercise good judgment and professionalism in all interpersonal relationships with students. Such relationships must be and remain on a teacher-student basis or an employee-student basis.
- C. Teachers must be mindful of their inherent positions of authority and influence over students. Similarly, other school district employees also may hold positions of authority over students of the school district and must be mindful of their authority and influence over students.
- D. Sexual relationships between school district employees and students, without regard to the age of the student, are strictly forbidden and may subject the employee to criminal liability.
- E. Other actions that violate this policy include, but are not limited to, the following:
 - 1. Dating students.
 - 2. Having any interaction/activity of a sexual nature with a student.
 - 3. Committing or attempting to induce students or others to commit an illegal act or act of immoral conduct which may be harmful to others or bring discredit to the school district.

4. Supplying alcohol or any illegal substance to a student, allowing a student access to such substances, or failing to take reasonable steps to prevent such access from occurring.
- F. School district employees shall, whenever possible, employ safeguards against improper relationships with students and/or claims of such improper relationships. Such safeguards may include the following: avoiding altogether or minimizing physical contact, keeping doors open when talking or meeting with students one-on-one, and/or making sure that such meetings with a student take place in rooms with windows and/or others nearby.
 - G. Excessive informal and social involvement with individual students is unprofessional, is not compatible with employee-student relationships, and is inappropriate.
 - H. School district employees will adhere to applicable standards of ethics and professional conduct in Minnesota law.

III. REPORTING AND INVESTIGATION

- A. Complaints and/or concerns regarding alleged violations of this policy shall be handled in accordance with Burnsville-Eagan-Savage School District Policy 103 (Complaints – Students, Employees, Parents, Other Persons) unless other specific complaint procedures are provided within any other policy of the school district.
- B. All employees shall cooperate with any investigation into alleged violations of this policy.

IV. SCHOOL DISTRICT ACTION

Upon receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. It also may include reporting to appropriate state or federal authorities, including the Minnesota Professional Educator Licensing and Standards Board or the appropriate licensing authority and appropriate agencies responsible for investigating reports of maltreatment of minors and/or vulnerable adults. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and school district policies.

V. SCOPE OF LIABILITY

Employees are placed on notice that if an employee acts outside the performance of the duties of the position for which the employee is employed or is guilty of malfeasance, willful neglect of duty, or bad faith, the school district is not required to defend and indemnify the employee for damages in school-related litigation.

Legal References: Minn. Stat. § 13.43, Subd. 16 (School District or Charter School Disclosure of Violence or Inappropriate Sexual Contact)
 Minn. Stat. § 122A.20, Subd 2 (Mandatory Reporting to Minnesota Professional Educator Licensing and Standards Board or Board of School Administrators)
 Minn. Stat. § 122A.40, Subds. 5(b) and 13(b) (Mandatory immediate discharge of teachers with license revocations due to child or sex abuse convictions)
 Minn. Stat. §§ 609.341-609.352 (Defining “intimate parts” and “position of authority” as well as detailing various sex offenses)
 Minn. Stat. Ch. 260E(Reporting of Maltreatment of Minors)
 Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
 Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)
 Minn. Rules Part 8710.2100 (Code of Ethics for Minnesota Teachers)

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 306 (Administrator Code of Ethics)
 Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 Burnsville-Eagan-Savage School District Policy 413 (Harassment and Violence)
 Burnsville-Eagan-Savage School District Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
 Burnsville-Eagan-Savage School District Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
 Burnsville-Eagan-Savage School District Policy 421 (Gifts to Employees)
 Burnsville-Eagan-Savage School District Policy 507 (Corporal Punishment)

Adopted: 2/1996
Reviewed: 4/14/2022
Revised: 4/28/2022
Rescinds: JIH

Burnsville-Eagan-Savage School District Policy 519

519 INTERVIEWS OF STUDENTS BY OUTSIDE AGENCIES

I. PURPOSE

There are occasions in which persons other than school district officials and employees find it necessary to speak with a student during the school day. Student safety and disruption of the educational program is of concern to the school district. The purpose of this policy is to establish the procedures for access to students by authorized individuals during the school day.

II. GENERAL STATEMENT OF POLICY

- A. Generally, students may not be interviewed during the school day by persons other than a student's parents, school district officials, employees and/or agents, except as otherwise provided by law and/or this policy.
- B. Requests from law enforcement officers and those other than a student's parents, school district officials, employees and/or agents to interview students shall be made through the principal's office. Upon receiving a request, the principal shall be responsible for determining whether the request will be granted. Prior to granting a request, the principal shall attempt to contact the student's parents to inform them of the request, except where otherwise prohibited by law.

III. INTERVIEWS CONDUCTED UNDER THE MALTREATMENT OF MINORS ACT

- A. In the case of an investigation pursuant to the Report of Maltreatment of Minors Act, Minnesota Statutes Chapter 260E, a local welfare agency, the agency responsible for investigating the report, and a local law enforcement agency may interview, without parental consent, an alleged victim and any minors who currently reside with or who have resided with the alleged perpetrator. The interview may take place at school and during school hours. School district officials will work with the local welfare agency, the agency responsible for investigating the report, or law enforcement agency to select a place appropriate for the interview. The interview may take place outside the presence of the perpetrator or parent, legal custodian, guardian, or school district official.
- B. If the interview took place or is to take place on school district property, an order of the juvenile court pursuant to Minnesota Statutes Chapter 260E may specify that school district officials may not disclose to the parent, legal custodian, or guardian the contents of the notification of intent to interview the child on school district

property and/or any other related information regarding the interview that may be a part of the child's record. The school district official must receive a copy of the order from the local welfare or law enforcement agency.

- C. When the local welfare agency, local law enforcement agency, or agency responsible for assessing or investigating a report of maltreatment determines that an interview should take place on school district property, school district officials must receive written notification of intent to interview the child on school district property 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 district property. Where the interviews are conducted by the local welfare agency, the notification must be signed by the chair of the local social services agency or the chair's designee. The notification is private educational data on the student. School district 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, unless a school employee or agent is alleged to have maltreated the child. Until school district officials receive said notification, all inquiries regarding the nature of the investigation or assessment should be directed to the local welfare or law enforcement agency or the agency responsible for assessing or investigating a report of maltreatment shall be solely responsible for any disclosure regarding the nature of the assessment or investigation.
- D. School district officials shall have discretion to reasonably schedule the time, place, and manner of an interview by a local welfare or local law enforcement agency on school district premises. However, where the alleged perpetrator is believed to be a school district official or employee, the local welfare or local law enforcement agency will have discretion to determine where the interview will be held. The interview must be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school district officials and the local welfare or law enforcement agency. However, school district officials must yield to the discretion of the local welfare or law enforcement agency concerning other persons in attendance at the interview. School district officials will make every effort to reduce the disruption to the educational program of the child, other students, or school staff when an interview is conducted on school district premises.
- E. Students shall not be taken from school district property without the consent of the principal and without proper warrant.

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)

Cross References: Burnsville-Eagan-Savage School District Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
Burnsville-Eagan-Savage School District Policy 414 (Mandated Reporting)

of Child Neglect or Physical or Sexual Abuse)
Burnsville-Eagan-Savage School District Policy 422 (Policies Incorporated
by Reference)
Burnsville-Eagan-Savage School District Policy 515 (Protection and
Privacy of Pupil Records)

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Burnsville-Eagan-Savage School District Policy 532

Adopted: 4/04
Reviewed: 4/14/2022
Revised: 4/28/2022
Rescinds: JFCB

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

III. DEFINITIONS

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

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

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

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

IV. REMOVAL OF STUDENTS WITH IEPs FROM SCHOOL GROUNDS

A. Removal By Crisis Team

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

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

B. Removal By School Resource Officer or Peace Officer

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If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the police resource officer or a peace officer remove the student from school grounds.

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

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

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

C. Parental Notification

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

D. Reasonable Force Permitted

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

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

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1. Corporal punishment prohibited by Minnesota Statutes Section 121A.58;
2. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;
3. Totally or partially restricting a child's senses as punishment;
4. Denying or restricting a child's access to equipment and devices such as walkers, wheelchairs, hearing aids, and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;
5. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under Minnesota Statutes Chapter 260E;;
6. Physical holding (as defined in Minnesota Statutes Section 125A.0941) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso;
7. Withholding regularly scheduled meals or water; and/or
8. Denying a child access to toilet facilities.

E. Continued Removals; Review of IEP

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

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

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

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

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

Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE (Commissioner) specific and measurable implementation and outcome goals for reducing the use of restrictive procedures. The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of seclusion. By January 15, April 15, July 15, and October 15 of each year, districts must report, in a form and manner determined by the Commissioner about individual students who have been secluded. By July 15 each year, districts must report summary data. The summary data must include information on the use of restrictive procedures for the prior school year, July 1 through June 30, including the use of reasonable force by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

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

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

Agenda IV.A.8.
April 14, 2022

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

From: Stacey Sovine, executive director of human resources

Date: April 15, 2022

Re: Policy 414: *Mandated Reporting of Child Neglect or Physical or Sexual Abuse*

Recommendation: Approve, on a second reading basis, changes to Policy 414: *Mandated Reporting of Child Neglect or Physical or Sexual Abuse*.

Policy 419 was reviewed by the Policy Review Committee on March 22, 2022. The first reading was approved by the Board on April 14, 2022.

- MSBA: The Minnesota Legislature reorganized the Maltreatment of Minors Act by moving it from a criminal law chapter (Ch. 626) to a public health chapter (Ch. 260E). This policy has been updated to reflect that change.
- An annual review if this policy is required.

Adopted: 7/2001
Reviewed: 4/14/2022
Revised: 4/28/2022
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. Ch. 260E 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 that:
 - 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 (Juvenile Safety and Placement) 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 maltreated or has been maltreated within the preceding three years.
- E. “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.
- F. “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, or other care required for the child’s physical or mental health when reasonably able to do so;
 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, 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;
 3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors as the child’s age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for the child’s 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 as defined in state law 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, 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 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 occur solely because the child's parent, guardian, or other person responsible for the child's care in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the child in lieu of medical care.

- G. "Nonmaltreatment mistake" occurs when: (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.
- H. "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 employee or agent, 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.
- I. "Physical abuse" means any physical injury, mental injury (under subdivision 13), or threatened injury (under subdivision 23), inflicted by a person responsible for the child's care or a child 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 that 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 that 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 that 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 that were not prescribed for the child by a practitioner, in order to control or punish the child, or other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or that 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.

- J. "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 maltreatment of a child and contains sufficient content to identify the child and any person believed to be responsible for the maltreatment if known.
- K. "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.
- L. "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 that 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 that requires registration under Minn. Stat. § 243.166, Subd. 1b(a) or (b) (Registration of Predatory Offenders).
- 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 (1) subjected the child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm; (2) been found to be palpably unfit; (3) committed an act that resulted in an involuntary termination of parental rights; (4) , or committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative..

IV. REPORTING PROCEDURES

- A. A mandated reporter shall immediately report the information to the local welfare agency, agency responsible for assessing or investigating the report, police department, county sheriff, tribal social services agency, or tribal police department. The reporter will include his or her name and address in the report.
- B. An oral report shall be made immediately 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 assessing or investigating the report. Any report shall be of sufficient content to identify the child, any person believed to be responsible for the maltreatment of the child if the person is known, the nature and extent of the maltreatment 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 custodial or 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. An employer of a mandated reporter shall not retaliate against the person for reporting in good faith maltreatment against a child with respect to whom a report is made, because of the report.
- 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, plus costs and reasonable attorney fees. Knowingly or recklessly making a false report also may result in discipline.

V. INVESTIGATION

- A. The responsibility for assessing or investigating reports of suspected maltreatment rests with the appropriate state, county, or local agency or agencies. The agency responsible for assessing or investigating reports of maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged offender, and any other person with knowledge of the maltreatment 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 the alleged offender or parent, legal guardian, or 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 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 an interview on school property.
- C. Except where the alleged offender 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 offender 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. Ch. 260E (Reporting of Maltreatment of Minors)
 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)

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)

Agenda IV.A.9.
April 14, 2022

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

From: Brian Gersich, assistant superintendent

Date: April 15, 2022

Re: New Policy 535: *Service Animals in Schools* and Changes to Policy 799: *Animals in the Schools*

Recommendation: Approve, on a second reading basis, new Policy 535: *Service Animals in Schools* and changes to Policy 799: *Animals in the Schools*.

New Policy 535 and changes to Policy 799 were reviewed by the Policy Review Committee on March 22, 2022. The first reading was approved by the Board on April 14, 2022.

Summary of changes:

- 535 – The Policy Review Committee requested to remove references to horses from the MSBA Model Policy 535 and added “program administrator or” before principal before adopting the policy.
- 799 – Remove service animals from Policy 799 because it is addressed in new Policy 535.

Adopted: 4/28/2022
Reviewed: 4/14/2022
Revised: _
Rescinded:

Burnsville-Eagan-Savage School District Policy 535

535 SERVICE ANIMALS IN SCHOOLS

I. PURPOSE

The purpose of this policy is to establish parameters for the use of service animals by students, employees, and visitors within school buildings and on school grounds.

II. GENERAL STATEMENT OF POLICY

Individuals with disabilities shall be permitted to bring their service animals into school buildings or on school grounds in accordance with, and subject to, this policy.

III. DEFINITIONS

A. Service Animal

A “service animal” is a dog (regardless of breed or size) that is individually trained to perform “work or tasks” for the benefit of an individual with a disability, including an individual with a physical, sensory, psychiatric, intellectual, or mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals. Service animals are working animals that perform valuable functions; they are not pets. The work or tasks performed by the service animal must be directly related to the individual’s disability. An animal accompanying an individual for the sole purpose of providing emotional support, therapy, comfort, or companionship is not a service animal.

B. Handler

A “handler” is an individual with a disability who uses a service animal. In the case of an individual who is unable to care for and supervise the service animal for reasons such as age or disability, “handler” means the person who cares for and supervises the animal on that individual’s behalf. School district personnel are not responsible for the care, supervision, or handling responsibilities of a service animal.

C. Work or Tasks

1. “Work or tasks” are those functions performed by a service animal. The work or tasks must be directly related to the handler's disability.
2. Examples of “work or tasks” include, but are not limited to,

- a. Assisting individuals who are blind or have low vision with navigation and other tasks,
 - b. Alerting individuals who are deaf or hard of hearing to the presence of people or sounds,
 - c. Providing non-violent protection or rescue work,
 - d. Pulling a wheelchair,
 - e. Assisting an individual during a seizure,
 - f. Alerting individuals to the presence of allergens,
 - g. Retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and
 - h. Helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.
3. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not "work or tasks" for the purposes of this policy.

D. Trainer

A "trainer" is a person who is training a service animal and is affiliated with a recognized training program for service animals.

IV. ACCESS TO PROGRAMS AND ACTIVITIES; PERMITTED INQUIRIES

- A. In general, handlers (i.e., individuals with disabilities or trainers) are permitted to be accompanied by their service animals in all areas of school district properties where members of the public, students, and employees are allowed to go. A handler has the right to be accompanied by a service animal whenever and to the same extent that the handler has the right: (a) to be present on school district property or in school district facilities; (b) to attend or participate in a school-sponsored event, activity, or program; or (c) to be transported in a vehicle that is operated by or on behalf of the school district.
- B. When an individual with a disability brings a service animal to a school district property, school district employees shall not ask about the nature or extent of a person's disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:
 - 1. Is the service animal required because of a disability; and

2. What work or tasks is the service animal trained to perform.
- C. School district employees shall not make these inquiries of an individual with a disability bringing a service animal to school district property when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability. However, school district employees may inquire whether the individual with a disability has completed and submitted the request form described in Part VI., below.
 - D. An individual with a disability may not be required to provide documentation such as proof that the animal has been certified, trained, or licensed as a service animal.

V. REQUIREMENTS FOR ALL SERVICE ANIMALS

- A. The service animal must be required for the individual with a disability.
- B. The service animal must be individually trained to do work or tasks for the benefit of the individual with a disability.
- C. A service animal must have a harness, leash, or other tether, unless either the handler is unable, because of a disability, to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case, the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).
- D. The service animal must be housebroken.
- E. The service animal must be under the control of its handler at all times. The handler is responsible for the care and supervision of a service animal, including walking the service animal, feeding the service animal, grooming the service animal, providing veterinary care to the service animal, and responding to the service animal's need to relieve itself, including the proper disposal of the service animal's waste.
- F. The school district is not responsible for providing a staff member to walk the service animal or to provide any other care or assistance to the animal.
- G. In the case of a student who is unable to care for and/or supervise their service animal, the student's parent/guardian is responsible for arranging for such care and supervision. In the case of an employee or other individual who is unable to care for and/or supervise their service animal, the employee or other individual's authorized representative is responsible for arranging for a service animal's care and supervision.
- H. The service animal must be properly licensed and vaccinated in accordance with applicable state laws and local ordinances.

VI. REQUESTING THE USE OF A SERVICE ANIMAL AT SCHOOL

- A. Students with a disability seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the program administrator building principal of the school the student attends. The program administrator or principal will notify the superintendent or the administrator designated with responsibility to address such requests. School district employees seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the superintendent or the administrator designated with responsibility to address such requests.
- B. Students or employees seeking to bring a service animal onto district premises are requested to identify whether the need for the service animal is required because of a disability and to describe the work or tasks that the service animal is trained to perform.
- C. The owner of the service animal shall provide written evidence that the service animal has received all vaccinations required by state law or local ordinance.

VII. REMOVAL OR EXCLUSION OF A SERVICE ANIMAL

- A. A school official may require a handler to remove a service animal from school district property, a school building, or a school-sponsored program or activity, if:
 - 1. Any of the requirements described in Part V., above, are not met.
 - 2. The service animal is out of control and/or the handler does not effectively control the animal's behavior;
 - 3. The presence of the service animal would fundamentally alter the nature of a service, program or activity; or
 - 4. The service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a significant health or safety risk to others that cannot be eliminated by reasonable accommodations.
- B. If the service animal is properly excluded, the school district shall give the individual with a disability the opportunity to participate in the service, program, or activity without the service animal, unless such individual has violated a law or school rule or regulation that would warrant the removal of the individual.

VIII. ALLERGIES; FEAR OF ANIMALS

If a student or employee notifies the school district that he or she is allergic to a service animal, the school district will balance the rights of the individuals involved. In general, allergies that are not life threatening are not a valid reason for prohibiting the presence of

a service animal. Fear of animals is generally not a valid reason for prohibiting the presence of a service animal.

IX. NON-SERVICE ANIMALS FOR STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS (IEPS) OR SECTION 504 PLANS

If a special education student or a student with a Section 504 plan seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the student's IEP team or Section 504 team, as appropriate, to determine whether the animal is necessary for the student to receive a free appropriate public education (FAPE) or, in the case of a student on a 504, to reasonably accommodate the student's access to the school district's programs and activities.

X. NON-SERVICE ANIMAL AS AN ACCOMMODATION FOR EMPLOYEES

If an employee seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the superintendent or the administrator designated to handle such requests. A school district employee who is a qualified individual with a disability will be allowed to bring such animal onto school property when it is determined that such use is required to enable the employee to perform the essential functions of their position or to enjoy the benefits of employment in a manner comparable to those similarly situated non-disabled employees.

XI. LIABILITY

- A. The owner of the service animal is responsible for any harm or injury to an individual and for any property damage caused by the service animal while on school district property.
- B. An individual who, directly or indirectly through statements or conduct, intentionally misrepresents an animal in that person's possession as a service animal may be subject to criminal liability.

Legal References: Section 504 of the Rehabilitation Act of 1973
 28 C.F.R. § 35.104, 28 C.F.R. § 35.130(b)(7), and 28 C.F.R. § 35.136
 (ADA Regulations)
 20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
 Minn. Stat. § 256C.02 (Public Accommodations for Persons with Disabilities)
 Minn. Stat. § 363A.19 (Discrimination Against Blind, Deaf, or Other Persons with Physical or Sensory Disabilities Prohibited)
 Minn. Stat. § 609.226 (Harm Caused by Dog)
 Minn. Stat. § 609.833 (Misrepresentation of Service Animal)

Cross References: Burnsville-Eagan-Savage School District Policy 402 (Disability Nondiscrimination Policy)
 Burnsville-Eagan-Savage School District Policy 521 (Student Disability

Nondiscrimination)
Burnsville-Eagan-Savage School District Policy 799 (Animals in the
Schools)

Adopted: 1/1986
Reviewed: 4/14/2022
Revised: 4/28/2022
Rescinds: ING

Burnsville-Eagan-Savage School District Policy 799

799 ANIMALS IN THE SCHOOLS

I. PURPOSE

The purpose of this policy is to provide guidance for when animals are allowed on school district property, including buildings and classrooms.

II. VISITING ANIMALS

- A. The site administrator has the sole discretion to allow or not allow pets or animals on school property. This provision does not apply to service animals or companion animals for persons with disabilities.
- B. When possible, it is preferable for students to go outside and visit the animal rather than have the animal visit the students in the building.
- C. If the site administrator grants permission for a visiting animal to be present on school property, the following minimal conditions apply:
 - 1. The animal must be controlled and humanely cared for by the owner,
 - 2. The animal must be vaccinated as required by local law,
 - 3. The animal must be removed by the owner at the request of the school administrator regardless of the reason if any;
 - 4. The owner will be liable for property damage or injury.

III. CLASSROOM ANIMALS

- A. The site administrator has the sole discretion to allow or not allow animals (including birds, reptiles and insects) in classrooms.
- B. Animals must serve an educational purpose.
- C. Animals in the classroom are the responsibility of the teacher who must ensure safe handling or presentation of animals, adherence to proper hand washing and other safety practices, vaccination as required by law and clean-up of animal cages, food and waste.

IV. ANIMAL BITES

If an animal bite or other injury to persons occurs, administer first aid as necessary and notify the health office and parent or guardian.

Legal References: 20 U.S.C. § 1401 *et seq.* (The Individuals with Disabilities Education Act)
 29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
 Minn. Stat. §§ 256C.02 (Persons with Disabilities)
 Minn. Stat. § 363A.19 (Discrimination against Persons with Disabilities Prohibited)
 48 U.S.C. §§ 12101 *et seq.* (The Americans with Disabilities Act)
 28 C.F.R. 36.302(c)(1) (Service Animals)

Cross References: Burnsville-Eagan-Savage School District Policy 402 (Disability Nondiscrimination Policy)
 Burnsville-Eagan-Savage School District Policy 521 (Student Disability Nondiscrimination)
 Burnsville-Eagan-Savage School District 535 (Service Animals in Schools)
 Burnsville-Eagan-Savage School District Policy 608 (Instructional Service – Special Education)

April 28, 2022 Board Meeting

Board Members' Questions and Staff Responses regarding BoardBook materials

Schmittty & Sons

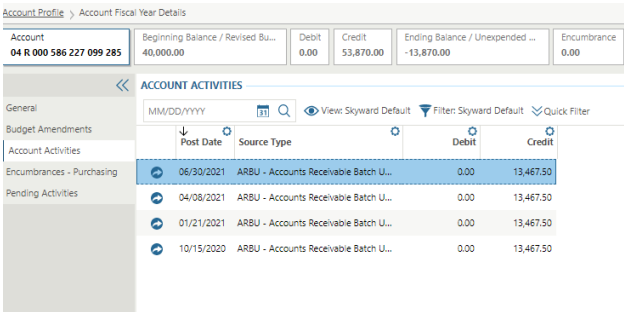
Board Member Question	Staff Response
<p>Schmittty Item 5.22 - How many hours of district-led PD were completed with Schmittty staff over the course of the prior contract? What was the content of this PD?</p>	<p>We know that Schmittty & Sons (SAS) have provided monthly meetings 1-2 hours for their drivers. At the start of each year, as well as a followup meeting, we have our Behavioral Specialists providing PBIS training to drivers as needed. The pandemic would have interrupted our meetings to some degree. Additionally, last year both Stephanie White and Bernie Bien met almost weekly with the SAS administration to share and discuss COVID-19 mitigation strategies.</p>
<p>Re the Schmittty & Sons contract - In reviewing the language around Fuel Charges (p13, Section 20), it occurred to me to ask if we or Schmittty & Sons have explored hybrid or electric buses and what the potential long-term cost savings could be by switching to an option with significantly higher fuel efficiency. Considering the number o</p>	<p>Yes, they have explored this option and acted upon it. Schmittty and Sons (SAS) was the only MN contractor who owned an electric bus for many years. Last year, they applied (with our collaboration in sharing demographic data) for the application process and were not a recipient of the grant for a 2nd bus. SAS continues to explore options to purchase more fuel efficient buses. The one they currently have is utilized within the Lakeville School District for their shorter routes.</p>

(Metcalf)

Board Member Question	Staff Response
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2. Metcalf - The last time we discussed Metcalf debt, the figure was \$7.3 million. What is the updated figure, if any?	<p>MINNESOTA January 17, 2022</p> <p style="text-align: center;">Remaining Principal and Interest Due Attributable to Each Facility, by Date</p> <table border="1"> <thead> <tr> <th>Date</th> <th>River Ridge</th> <th>Diamond-head</th> <th>Metcalf</th> <th>Marion W Savage</th> <th>Sioux Trall</th> <th>Cedar</th> </tr> </thead> <tbody> <tr> <td>2/2/2020</td> <td>2,785,237</td> <td>5,358,482</td> <td>8,208,514</td> <td>3,957,194</td> <td>2,191,042</td> <td>5,254,795</td> </tr> <tr> <td>8/2/2020</td> <td>2,750,191</td> <td>5,291,196</td> <td>8,085,617</td> <td>3,894,805</td> <td>2,157,649</td> <td>5,174,774</td> </tr> <tr> <td>2/2/2021</td> <td>2,651,167</td> <td>4,922,582</td> <td>7,381,226</td> <td>3,345,290</td> <td>2,004,438</td> <td>4,815,921</td> </tr> <tr> <td>8/2/2021</td> <td>2,616,792</td> <td>4,858,207</td> <td>7,268,326</td> <td>3,288,982</td> <td>1,973,962</td> <td>4,742,870</td> </tr> <tr> <td>2/2/2022</td> <td>2,524,323</td> <td>4,484,440</td> <td>6,748,463</td> <td>3,021,499</td> <td>1,820,294</td> <td>4,374,009</td> </tr> <tr> <td>8/2/2022</td> <td>2,491,004</td> <td>4,410,385</td> <td>6,649,100</td> <td>2,975,760</td> <td>1,792,966</td> <td>4,308,354</td> </tr> <tr> <td>2/2/2023</td> <td>2,396,193</td> <td>4,153,227</td> <td>6,113,872</td> <td>2,697,737</td> <td>1,635,525</td> <td>3,930,564</td> </tr> <tr> <td>8/2/2023</td> <td>2,364,118</td> <td>4,089,227</td> <td>6,024,865</td> <td>2,657,209</td> <td>1,611,442</td> <td>3,872,711</td> </tr> </tbody> </table> <p>\$6,748,463 as of 4/25/2022</p>	Date	River Ridge	Diamond-head	Metcalf	Marion W Savage	Sioux Trall	Cedar	2/2/2020	2,785,237	5,358,482	8,208,514	3,957,194	2,191,042	5,254,795	8/2/2020	2,750,191	5,291,196	8,085,617	3,894,805	2,157,649	5,174,774	2/2/2021	2,651,167	4,922,582	7,381,226	3,345,290	2,004,438	4,815,921	8/2/2021	2,616,792	4,858,207	7,268,326	3,288,982	1,973,962	4,742,870	2/2/2022	2,524,323	4,484,440	6,748,463	3,021,499	1,820,294	4,374,009	8/2/2022	2,491,004	4,410,385	6,649,100	2,975,760	1,792,966	4,308,354	2/2/2023	2,396,193	4,153,227	6,113,872	2,697,737	1,635,525	3,930,564	8/2/2023	2,364,118	4,089,227	6,024,865	2,657,209	1,611,442	3,872,711
	Date	River Ridge	Diamond-head	Metcalf	Marion W Savage	Sioux Trall	Cedar																																																									
2/2/2020	2,785,237	5,358,482	8,208,514	3,957,194	2,191,042	5,254,795																																																										
8/2/2020	2,750,191	5,291,196	8,085,617	3,894,805	2,157,649	5,174,774																																																										
2/2/2021	2,651,167	4,922,582	7,381,226	3,345,290	2,004,438	4,815,921																																																										
8/2/2021	2,616,792	4,858,207	7,268,326	3,288,982	1,973,962	4,742,870																																																										
2/2/2022	2,524,323	4,484,440	6,748,463	3,021,499	1,820,294	4,374,009																																																										
8/2/2022	2,491,004	4,410,385	6,649,100	2,975,760	1,792,966	4,308,354																																																										
2/2/2023	2,396,193	4,153,227	6,113,872	2,697,737	1,635,525	3,930,564																																																										
8/2/2023	2,364,118	4,089,227	6,024,865	2,657,209	1,611,442	3,872,711																																																										

JPA: The Garage

Board Member Question	Staff Response
<p>Please add specific start and end dates to this agreement. "Five years" is an unusual notation of agreement length.</p>	<p>The date is not specified as the JPA needs to be approved by ISD 191, City of Burnsville, and the Twin Cities Catalyst Music group. The intent of the agreement is a five year period from the last approval.</p>
<p>This question was clarified on 4/27: Per the terms of the JPA (III City Responsibilities, Item 1): what has One91 been reimbursed on a quarterly basis from the City? Please share annual financials from the City for</p> <p>a) CDBG</p> <p>b) all other grant funding for which the City has provided or for which the City has been fiscal agent</p>	<p>4-28: We quarterly invoice the City of Burnsville so they have an expenditure reflecting the reimbursement of our costs for our staff person who manages BYC. This snapshot shows the quarterly amounts for the FY21. Similar is occurring for FY22.</p>  <p>We will be checking in with the City for this data request. The timing of receipt of this</p>

	<p>data will be dependent on the City's response.</p> <p>No other grant funding from the City is noted at this time.</p>
<p>Please forward a copy of the prior agreement between City, Catalyst, and One91.</p>	<p>Joint Powers Agreement for the Garage</p>
<p>For the Senior Center and the Garage agreements, are there any changes from prior years (other than the dates)? It wasn't clear from the agreements what change(s) were made.</p>	<p>Senior Center agreement has changes for dates and estimates of costs. The Garage agreement is above and you will see it is very similar.</p>

Senior Center

Board Member Question	Staff Response
<p>Senior Center Joint Powers Agreement - If the agreement is effective starting 1/1/2022, why is it just now coming to the Board for approval?</p>	<p>Because it was brought to our attention in March and it is taking us until April 28 to place on the agenda. We are implementing a new contract system that will hopefully address our gaps and alert us to contracts that need renewal action.</p> <p>The City has budgeted for the period effective January 1, 2022 as their budget is calendar based.</p>



**Agenda IV.B.1.
April 28, 2022**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Lisa Rider, executive director of business services

Date: April 21, 2022

Re: Adopt a Resolution Approving Purchase Agreement of Metcalf Middle School Property Between ISD 191 and Syndica, LLP

Recommendation: that the Board of Education Adopts a Resolution Approving Purchase Agreement of Metcalf Middle School Property Between ISD 191 and Syndica, LLP.

Attachments

1. Resolution Approving Purchase Agreement Between ISD 191 and Syndica, LLP
2. Purchase Agreement
3. Memorandum from Ehlers

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

**RESOLUTION APPROVING PURCHASE AGREEMENT BETWEEN
INDEPENDENT SCHOOL DISTRICT NO. 191 AND SYNDICA, LLP**

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

Section 1. Recitals.

1.01. The School District and Syndica, LLP (the “Buyer”) desire to enter into a purchase agreement, including without limitation certain addenda thereto (together, the “Purchase Agreement”) pursuant to which the School District will convey certain property owned by the School District and located at 2250 Diffley Road, in the City of Eagan, Minnesota (the “Property”) to the Buyer. The Property is described as:

The Northwest Quarter of the Northwest Quarter (NW ¼ of NW ¼) of Section 30, Township 27, Range 23, Dakota County, Minnesota.

PID: 100300031010

1.02. Pursuant to the Purchase Agreement, the School District will convey the Property to the Buyer for a purchase price of \$12,300,000.

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

1.04. On October 8, 2020, the Board of the School District adopted a resolution entitled: “Resolution Approving the Open Facilities Action Plan and Authorizing Administration to Proceed with Next Steps for Possible Sale/Lease of Open Facilities of ISD 191” (the “Open Facilities Resolution”).

Section 2. Purchase Agreement Approved.

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

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

Approved this 28th day of April, 2022, by the School Board of Independent School District No. 191 (Burnsville – Eagan – Savage), Dakota and Scott Counties, Minnesota.

ATTEST:

Board Chair

Board Clerk

PURCHASE AGREEMENT

1. PARTIES. This Purchase Agreement (this “Agreement”) is made on this _____ day of _____, 2022 (the “Effective Date”), by and between Independent School District No. 191 (Burnsville-Eagan-Savage), a body corporate and politic in the State of Minnesota (the “Seller”) and Syndica, LLP, a North Dakota limited liability partnership (the “Buyer”).

2. SUBJECT PROPERTY. The Seller is the owner of that certain real estate located at 2250 Diffley Road, in the City of Eagan, Dakota County, Minnesota (PID No. 100300031010), legally described on Exhibit A (the “Property”).

3. OFFER/ACCEPTANCE. In consideration of the mutual agreements herein contained, the Buyer offers and agrees to purchase, and the Seller agrees to sell and hereby grants to the Buyer the exclusive right to purchase the Property and all buildings, improvements, and fixtures thereon, together with all appurtenances, including, but not limited to, plants, shrubs, trees, and grass.

4. PERSONAL PROPERTY AND FIXTURES. There is no personal property included in this sale. Because the structures on the Property are subject to demolition, no fixtures are included in this sale and may be removed by the Seller prior to closing.

5. PURCHASE PRICE AND TERMS:

A. PURCHASE PRICE. The Buyer shall pay the Seller \$12,300,000 for the Property (the “Purchase Price”). This transaction does not qualify as a business subsidy under the Business Subsidy Act, Minnesota Statutes, Section 116J.993.

B. EARNEST MONEY. Upon execution of this Agreement by both parties, the Buyer shall deposit \$50,000.00 in earnest money (the “Earnest Money”) (which shall include any Additional Earnest Money and Approval Earnest Money as those terms are defined below) with Commercial Partners Title, LLC, 200 South Sixth St., Suite 1300, Minneapolis, MN 55402 (the “Title Company”), which may be placed in an interest-bearing account. The Earnest Money, and any additional earnest money as defined in Section 8, below, shall be applied towards the Purchase Price at Closing.

C. TERMS:

(1) BALANCE DUE SELLER. The Buyer agrees to pay the Purchase Price, less the Earnest Money to the Seller by certified or cashier’s check or by wire transfer at Closing.

(2) DEED/MARKETABLE TITLE. Subject to performance by the Buyer, the Seller agrees to execute and deliver a limited warranty deed conveying marketable title to the Property to the Buyer, subject only to the following exceptions:

- a. Building and zoning laws, ordinances, and state and federal regulations.
- b. Reservation of minerals or mineral rights to the State of Minnesota, if any.
- c. Public utility and drainage easements of record which will not interfere with the Buyer's intended use of the Property.
- d. Title defects waived by the Buyer pursuant to Section 15 below.

6. CONTINGENCIES.

A. Notwithstanding any other provision in this Agreement to the contrary, the parties agree that the purchase of the Property is subject to the following contingencies, which must be accepted or waived before the expiration of the Due Diligence Period or the Approvals Period (where applicable) as those terms are hereafter defined,:

- (1)** Title to the Property shall be acceptable to the Buyer, in its sole discretion;
- (2)** The Buyer shall have the right during the Due Diligence Period to conduct such tests, surveys, examinations, and other studies which the Buyer desires to conduct at the Buyer's expense. The results of the same shall be satisfactory to the Buyer in its sole discretion;
- (3)** The Buyer's review of the Deliverables (as defined herein) to the satisfaction of Buyer in its sole discretion.
- (4)** The Buyer has obtained approval from the City of Eagan (the "City") to rezone the Property for the Buyer's intended use;
- (5)** The Buyer has obtained approval from the City of the Buyer's preliminary plat of the Property;
- (6)** The Buyer has obtained any required engineer's permits or necessary watershed district approvals;
- (7)** The Buyer has obtained any utility or transportation permits or easements from the City or Dakota County (the "County") that are deemed necessary by the Buyer or a governmental authority for the Buyer's project; and
- (8)** Passage of special legislation that would allow the Seller to deposit proceeds from the sale of various closed facilities under the Seller's Open Facilities Action Plan, including the Property, into the Seller's unrestricted general fund (the "Special Legislation"); provided that the Seller may, in its sole discretion, proceed with the sale the Property in accordance with the terms hereof.

Within five (5) business days of final disposition of the Special Legislation, the Seller shall notify the Buyer in writing of (i) the passage of the Special Legislation, (ii) Seller's election to proceed with the sale of the Property in spite of the failure of the passage of the Special Legislation, or (iii) Seller's election to terminate this Agreement due to the failure of the passage of the Special Legislation. Seller's notification under either (i) or (ii) in the previous sentence shall be hereinafter referred to as "Seller's Contingency Waiver" and the date of delivery of Seller's Contingency Waiver shall hereinafter be referred to as the "Seller Contingency Waiver Date". Notwithstanding anything to the contrary, Seller shall not have the right to terminate this Agreement if the Special Legislation passes.

- B.** During the Due Diligence Period as defined by Section 7, the Buyer may, by giving written notice to the Seller, either:
- (1) Terminate this Agreement for any reason; or
 - (2) Waive any contingencies listed above and proceed to Closing, unless Buyer elects to terminate as set forth in this Agreement, including, without limitation, pursuant to Section 8 .

If the Buyer elects to terminate this Agreement under paragraph (B)(1) of this Section, then, upon the Seller's receipt of the Buyer's written notice of termination, the Earnest Money shall be refunded to the Buyer, and this Agreement shall be null and void and neither party shall have any further obligation to the other.

7. DUE DILIGENCE PERIOD. Commencing on the Effective Date and for a maximum of 90 calendar days after the Seller Contingency Waiver Date (the "Due Diligence Period"), the Buyer shall have the right, but not the obligation to, conduct an investigation of the Property, to apply to and to work with the City on its conceptual planning, zoning, and other City processes to assess the feasibility of City approval of the project planned by the Buyer.

8. APPROVALS PERIOD; ADDITIONAL EARNEST MONEY. Following the conclusion of the Due Diligence Period, the Buyer shall have 120 days (the "Approvals Period") to obtain all necessary approvals from the City, County, and State that are necessary for the Buyer's intended use of the Property. The Buyer may, at its option, extend the Approvals Period by two 30-day periods (each an "Extension Period"). Upon the conclusion of the Approvals Period, as extended by any Extension Period, this Agreement shall constitute a binding contract that is not subject to any material contingencies, as described in Treasury Regulations, Section 1.141-2(e). The Buyer must provide written notice to the Seller of any Extension Period and provide an additional \$10,000 of Earnest Money per extension (the "Additional Extension Earnest Money"), to be deposited with the Title Company, applicable to the Purchase Price.

Should the Buyer not receive all necessary approvals from the City, , County, and State that are required for the Buyer's intended use of the Property or for any reason at all, the Buyer may

terminate this Agreement by giving the Seller written notice of termination. In that event, the Earnest Money and any Additional Extension Earnest Money shall be refunded to the Buyer, and this Agreement shall be null and void and neither party shall have any further obligation to the other.

Upon the Buyer receiving successful approvals for the Buyer's intended use of the Property, the Buyer shall deposit an additional \$50,0000 in Earnest Money with the Title Company (the "Approval Earnest Money"). After the Buyer has received successful approvals for the Buyer's intended use of the Property, the Earnest Money, the Additional Earnest Money, and the Approval Earnest Money shall become non-refundable, except if Buyer terminates this Agreement pursuant to Section 15 (Title Examination), Section 20 (Condemnation) or Section 22 (following a Seller default). The foregoing notwithstanding, Buyer shall have the right to terminate this Agreement at any time prior to the Closing Date (as that term is defined below) if the City adopts a moratorium resulting in a prohibition on the issuance of the requisite building permits for Buyer's intended use of the Property. If Buyer terminates this Agreement following the adoption of a moratorium, the Earnest Money, the Additional Earnest Money and the Approval Earnest Money shall be returned to Buyer.

9. CLOSING DATE. The closing of the sale of the Property (the "Closing") shall take place within 60 calendar days following the end of the Approvals Period as extended by any Extension Period, or as otherwise mutually agreed upon by the parties but in no event later than 80 calendar days following the end of the Approvals Period as extended by any Extension Period (the "Closing Date"). The Closing shall take place at the Seller's District Office, 200 W. Burnsville Parkway, Burnsville, Minnesota or electronically, or at such other location as mutually agreed upon by the parties.

10. DELIVERY OF DOCUMENTS; ASSIGNMENT AND ASSUMPTION. Within 10 business days of the Seller's execution of this Agreement, the Seller must provide the Buyer with copies of all due diligence materials in the Seller's possession relating to the Property, including but not limited to, a copy of the Seller's most recent title insurance policy and any encumbrance documents for the Property; title reports, soil reports, environmental reports, tests and analysis, surveys, building plans, agreements with governmental authorities, engineering reports, plans and specifications or other records of the Property that the Seller has in the Seller's possession, including all Service Contracts, if any, defined in Section 18 (L).

11. SURVEYING, ENVIRONMENTAL INSPECTION, AND SOIL TESTS. During the Due Diligence Period, the Buyer may inspect, examine, survey, and conduct testing of the Property at its expense, after providing reasonable advance notice to the Seller of such entry. The Buyer shall additionally provide the Seller with the names of entity or persons who will perform any testing and the proposed scope of such testing, as well as the opportunity to observe any such testing. Any inspections, examinations, surveys, or testing of the Property during the Due Diligence Period by the Buyer shall occur outside of normal school business hours as determined by the Seller. The Buyer shall not damage, encumber, or permit a lien or claim to result from its activities. Any portion of the Property damaged or altered as the result of any survey, inspection, or tests performed by the Buyer, its agents, employees, or contractors will be returned to its original condition by the Buyer, at the Buyer's expense. The Buyer shall not have the right to do any

intrusive testing without the prior written authorization of the Seller, which authorization shall not be unreasonably withheld, conditioned or delayed. The Buyer agrees to indemnify and defend the Seller against any liens, claims, losses, or damages directly attributable by the Buyer's exercise of its right to enter and work upon the Property. The Buyer agrees to provide the Seller with a copy of any final report or survey prepared as a result of such surveying, inspection, examination, or testing, upon request by the Seller. The Buyer's obligations under this Section shall survive termination of this Agreement.

12. DOCUMENTS TO BE DELIVERED AT CLOSING. The Buyer and the Seller agree to deliver the following documents at or prior to Closing:

- A.** The Seller agrees to execute and deliver the following documents to the Buyer at Closing:
- (1) A duly recordable limited warranty deed conveying fee simple title to the Property to the Buyer free and clear of all encumbrances subject only to the exceptions stated in paragraphs 5 (C)(2)(a), (b), (c), and (d) of this Agreement.
 - (2) Standard form Affidavit of Seller.
 - (3) Affidavit of the Seller confirming that the Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code.
 - (4) A completed Minnesota Well Disclosure Certificate or a statement that the Seller is not aware of any wells on the Property.
 - (5) The representations and warranties of the Seller contained in this Agreement must be true now and on the Closing Date as if made on the Closing Date, and the Seller shall have delivered to the Buyer at Closing a certificate in a form acceptable to the Buyer, signed by an authorized representative of the Seller, certifying that such representations and warranties are true as of the Closing Date (the "Bring-Down Certificate").
 - (6) ALTA Statements or other form of Settlement Statement prepared by the Title Company.
 - (7) All keys to the Property.
 - (8) Authorizing resolutions or evidence of the Seller's authority and authorization to enter this transaction as may be required by the Title Company.
 - (9) Such other documents as may be reasonably required by the Title Company.
- B.** The Buyer agrees to execute and deliver the following documents to the Seller at Closing:

- (1) The balance of the Purchase Price, as adjusted for apportionments pursuant to this Agreement.
- (2) The Buyer shall, where applicable, join with the Seller in the execution and delivery of the closing documents and instruments as may be required by the Title Company.
- (3) Authorizing resolutions or evidence of the Buyer's authority and authorization to enter this transaction as may be required by the Title Company.
- (4) Such other documents as may be reasonably required by the Title Company.

13. CLOSING COSTS AND RELATED ITEMS. The Seller will pay: (a) any deed transfer taxes; (b) any conservation fees; (c) recording fees for all instruments required to establish marketable title in the name of the Seller; (d) the cost of the title commitment, title search, name searches, and exam fees; and (e) one-half of the Closing fee charged by the Title Company to close the transaction contemplated by this Agreement. The Buyer shall be responsible for paying: (a) the recording charges in connection with recording the limited warranty deed; (b) the costs of any reports for any surveys, testing, or inspections conducted by the Buyer of the Property; (c) the cost of the title insurance premium and endorsements, if any; (d) one-half of the Closing fee charged by the Title Company, if any, utilized to close the transaction contemplated by this Agreement; and (e) any fees charged by the Buyer's broker. Each party shall be responsible for paying its own attorneys' fees.

14. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.

- A. The Seller shall be responsible for all real estate taxes, including any deferred real estate taxes, penalties, or interest, for the years prior to the year in which Closing occurs. Real estate taxes for the year of Closing shall be prorated between the Buyer and the Seller as of the Closing Date.
- B. The Seller shall pay all pending and levied special assessments against the Property as of the Closing Date, including, without limitation, special assessments certified for payment with the real estate taxes, any installments of special assessments, including interest payable with general real estate taxes in the year of Closing, and all deferred assessments.

15. TITLE EXAMINATION. The Buyer shall, within a reasonable time after execution of this Agreement by both parties, obtain a commitment for title insurance from the Title Company or other evidence satisfactory to the Buyer and a survey, to be obtained by Buyer at its cost ("Title Evidence") for the Property. The Buyer shall have 10 business days after receipt of all the Title Evidence to examine the same and to deliver written objections to title, if any, to the Seller. The Seller shall have until the expiration of the Due Diligence Period (or such later date as the parties may agree upon) to make title marketable, at the Seller's expense. Seller shall use best efforts to make the title marketable. In the event that title to the Property cannot be made marketable or is not made marketable by the Seller by the expiration of the Due Diligence Period, then, at the option of

the Buyer, the Buyer may terminate this Agreement in accordance with Section 6 (B)(1) of this Agreement and the Earnest Money shall be refunded to the Buyer.

16. “AS IS, WHERE IS.” The Buyer acknowledges that it has inspected or will have the opportunity to inspect the Property and agrees to accept the Property “AS IS” with no right of set off or reduction in the Purchase Price. The sale of the Property shall be without representation of warranties, express or implied, either oral or written, made by the Seller or any official, employee, or agent of the Seller with respect to the physical condition of the Property, including but not limited to, the existence or absence of petroleum, asbestos, hazardous substances, pollutants or contaminants in, on, or under, or affecting the Property or with respect to the compliance of the Property or its operation with any laws, ordinances, or regulations of any government or other body, except as stated above. The Buyer acknowledges and agrees that the Seller has not made and does not make any representations, warranties, or covenants of any kind or character whatsoever, whether expressed or implied, with respect to warranty of income potential, operating expenses, uses, habitability, tenant ability, past or present use, development, investment potential, tax ramifications or consequences, present or future zoning, habitability, merchantability, fitness or suitability for any purpose, all of which warranties the Seller hereby expressly disclaims, except as stated above. Except for the Seller’s express representations and warranties contained in this Agreement, all other warranties, either express or implied, of the physical condition (including environmental condition) of the Property are void. The Buyer acknowledges that it and its representatives have or before Closing will have fully inspected the Property or will be provided with an adequate opportunity to do so, are or will be fully familiar with the condition thereof.

17. EFFECT OF INVESTIGATION. The representations, warranties and covenants of the Seller set forth in Section 19 and elsewhere in this Agreement shall survive the Closing for a period of nine months and shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Buyer or by reason of the fact that the Buyer knew that any such representation or warranty is, was, or might be inaccurate or by reason of the Buyer’s waiver of any condition set forth in Section 6.

18. REPRESENTATIONS AND WARRANTIES BY THE SELLER. The Seller hereby represents and warrants to the Buyer as of the Closing Date that:

- A. Authority. The Seller is a public school district and political subdivision of the state of Minnesota; the Seller has the requisite power and authority to enter into and perform this Agreement and execute those closing documents signed by it.
- B. Legal Proceedings. There is no action, litigation, investigation, condemnation or proceeding of any kind pending or, to the best of the Seller’s knowledge without investigation, threatened against the Seller related to the Property or any portion of the Property, and the Seller has no actual knowledge that any such action is contemplated.
- C. Bankruptcy. No action or proceeding shall have been commenced by or against the Seller under the federal bankruptcy code or any state law for the relief of debtors or for the enforcement of the rights of creditors, and no attachment, execution, lien, or

levy shall have attached to or been issued with respect to the Seller's interest in all or a portion of the Property.

- D. Wells. There are not any wells located on the Property.
- E. Individual Sewage Treatment Systems. There are not any individual sewage treatment systems located on the Property.
- F. Methamphetamine Production. To the best of the Seller's knowledge, methamphetamine production has not occurred on the Property.
- G. Foreign Status. The Seller is not a "foreign person" as such term is defined in the Internal Revenue Code.
- H. Eminent Domain. To the best knowledge of the Seller, there is no existing or proposed or threatened eminent domain or similar proceeding, or private purchase in lieu of such a proceeding which would affect the Property in any material way.
- I. Tenants. There are no tenants or third parties in possession of the Property.
- J. Rights of Others to Purchase Property. The Seller has not entered any other contracts for the sale of the Property, nor are there any rights of first refusal or options to purchase the Property or any other rights of others that might prevent the consummation of this Agreement.
- K. Use of Property. The Property is usable for its current uses without violating any federal, state, local or other governmental building, zoning, health, safety, platting, subdivision or other law, ordinance or regulation, or any applicable private restriction, and such use is a legal conforming use.
- L. Service Contracts. The Seller has not entered into any service, maintenance, supply, leasing, brokerage, and listing and/or other contracts relating to the Property (along with all amendments and modifications thereof, the "Service Contracts") which will be binding upon the Buyer after the Closing, unless the Buyer agrees to assume such Service Contract. Each of the Service Contracts can and, at the Buyer's option, will be terminated by the Seller on or before the Closing Date. The Seller has performed all of its obligations under each of the Service Contracts and no fact or circumstance has occurred which, by itself or with the passage of time or the giving of notice or both, would constitute a default by any party under any of the Service Contracts. The Seller has delivered to the Buyer true, correct, and complete copies of all Service Contracts.
- M. Delivery of Due Diligence Materials. The Seller has or will deliver or make available to the Buyer complete copies of all the documents and other Due Diligence materials required to be delivered pursuant to Section 10 and elsewhere in this Agreement (collectively, the "Due Diligence Materials") to the extent in the Seller's

possession or under the Seller's control regarding the Property, and there are no other documents or information that have not been or will not be provided to the Buyer.

- N. Hazardous Substances. The Seller has not received written notice from any public authority or private party that Property is in violation of any applicable Environmental Law. As used herein, the term "Environmental Law" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.), the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. § 300f et seq.), and any state counterpart or equivalent of any of the foregoing. To the best of Seller's knowledge, with the exception of certain fuel storage tanks, there are no hazardous substances present on or in the Property, including any hazardous substances contained in barrels, above-ground or underground storage tanks, landfills, land deposits, dumps, equipment (whether movable or fixed) or other containers, either temporary or permanent, and deposited or located in land, water, sumps, or any other part of the Property, with the exception of substances used on the Property in connection with cleaning and maintenance in the ordinary course of business.
- O. Legal Compliance. The Seller has complied with all applicable laws, ordinances, regulations, statutes, rules, and restrictions pertaining to and affecting the Property and the Seller shall continue to comply with such laws, ordinances, regulations, statutes, rules, and restrictions.
- P. Underground Storage Tank. The Seller knows of two underground storage tank located on the Property.

The provisions of this Section shall survive Closing. The representations and warranties contained in this Section shall be true and correct on the Effective Date and the Closing Date. The Seller shall indemnify and hold the Buyer harmless from any damages sustained by the Buyer that were caused by the Seller's material breach of any of the above representations and warranties, but only if the claim for indemnification is made within nine (9) months after the Closing Date.

19. REPRESENTATIONS AND WARRANTIES OF THE BUYER. The Buyer represents and warrants to the Seller as follows:

- A. Organization and Authority. The Buyer has the requisite power and authority to enter into and perform this Agreement and all agreements and documents referenced herein and to acquire the Property in accordance with this Agreement. The person signing this Agreement and the Buyer's closing documents on behalf of the Buyer is authorized to do so.

- B. Consents.** As of the Closing Date, the Buyer will have obtained all consents and approvals required to consummate the transactions contemplated in this Agreement.
- C. Indemnification for the Buyer's Investigation.** The Buyer shall promptly pay when due any and all charges related to its inspections, investigations, and testing of the Property.

The representations and warranties contained in this Section shall survive Closing and shall be true and correct on the Effective Date and the Closing Date. The Buyer shall indemnify, defend, and hold the Seller harmless from any damages sustained by the Seller that were caused by the Buyer's material breach of any of the above representations and warranties, but only if the claim for indemnification is made within nine (9) months from the Closing Date.

20. CONDEMNATION. If, prior to the Closing, eminent domain proceedings are commenced against all or any part of the Property, the Seller shall immediately give notice to the Buyer of such fact and at the Buyer's option (to be exercised within 15 calendar days after the Seller's notice), this Agreement may be terminated, in which event neither party will have further obligations under this Agreement. In that event, the Earnest Money and any Additional Earnest Money and the Approval Earnest Money shall be returned to the Buyer. If the Buyer fails to give such notice, then there shall be no reduction in the Purchase Price, and the Seller shall assign to the Buyer at the Closing all of the Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing Date, the Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without the Buyer's prior written consent.

21. BROKER COMMISSIONS. With the exception of Colliers International, the Buyer represents and warrants that there are no brokers involved in this transaction with whom it has negotiated or to whom it has agreed to pay a broker commission. The Buyer agrees that it shall pay Colliers International its commission of two percent. The Seller represents and warrants that there are no other brokers involved in this transaction with whom it has negotiated or to whom it has agreed to pay a broker commission. The Buyer agrees to indemnify the Seller for any and all claims for brokerage commissions or finders' fees in connection with negotiations for purchase of the Property arising out of any alleged agreement or commitment or negotiation by the Buyer, and the Seller agrees to indemnify the Buyer for any and all claims for brokerage commissions or finders' fees in connection with negotiations for purchase of the Property arising out of any alleged agreement or commitment or negotiation by the Seller.

22. REMEDIES. If the Seller defaults in any of the agreements herein, the Buyer may (i) terminate this Agreement, (ii) seek actual damages for breach of this Agreement or (iii) seek specific performance of this Agreement; provided that any action for specific enforcement must be brought within six months after the date of the alleged breach. In the event of a default of this Agreement by Seller, the Earnest Money shall be returned to the Buyer.

In the event of a default of this Agreement by the Buyer, the Seller, as its sole and exclusive remedy shall be the termination of this Agreement and the retention of the Earnest Money.

The foregoing notwithstanding, with regard to any default by Seller or Buyer of any obligation that explicitly survives Closing, the non-defaulting party will have the right to specifically enforce the subject terms and provisions of this Agreement and/or recover any damages to which it may be entitled at law (including, without limitation, reasonable attorneys' fees and the reasonable costs of investigation) and/or pursue any other remedy available at law or equity.

23. AMENDMENT AND MODIFICATION. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or have any effect unless made in writing, is signed by the party to be bound and specifies with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by either party of any default by the other party shall not affect or impair any right arising from any previous or subsequent default.

24. NOTICES. Any notice, demand, request, or other communication which may or shall be given or served by the Seller on the Buyer or by the Buyer on the Seller, shall be deemed to have been given or served on the date the same is hand delivered or the date of receipt or the date of delivery if deposited in the United States mail, registered or certified, postage prepaid, and addressed as follows:

If to the Seller: Independent School District No. 191
Attn: Superintendent
Diamondhead Education Center
200 W. Burnsville Parkway
Burnsville, MN 55337

With a copy to: Kennedy & Graven, Chartered
Attn: Sarah J. Sonsalla
150 South 5th Street, Suite 700
Minneapolis, MN 55402

If to the Buyer: Syndica, LLP
Attn: Managing Partner
300 23rd Avenue East, Suite 300
West Fargo, ND 58078

With a copy to: Siegel Brill P.A.
Attn: Anthony J. Gleekel
100 Washington Avenue South, Suite 1300
Minneapolis, MN 55401

or such other address as either party may give to another party in accordance with this Section.

25. COVENANTS.

A. Seller will continue to operate the Property consistent with Seller's recent practices.

- B. From and after the Acceptance Date, Seller will not enter into any service, maintenance or management agreements with respect to the Property other than in the ordinary course of business provided that any such contract shall be terminable upon thirty (30) days' notice, without penalty, by Buyer.
- C. On or before the Closing Date, Seller shall pay all contractors, subcontractors, laborers and material suppliers that have performed work upon the Property.
- D. Within 120 days of the Closing Date, Buyer shall obtain a demolition permit to demolish the structures on the Property and shall substantially complete demolition within 180 days of the Closing Date, subject to events of force majeure. If Buyer fails to obtain a demolition permit within the 120 period or fails to substantially complete the demolition within the 180 day period (subject to events of force majeure), Seller, following at least 30 days' written notice, may re-enter the Property (if demolition is not substantially completed within the 30 day notice period) for the sole purpose of demolishing the structures on the Property (including all preliminary work related thereto) as required hereunder. Any third party costs incurred by Seller in demolishing the structures on the Property shall be paid or reimbursed by Buyer. If Buyer fails to pay or reimburse Seller for such demolition costs within 30 days from receipt of Seller's written request, Seller may place a lien against the Property for such costs. Any payment request by Seller hereunder shall include reasonable detail and supportive documentation. This provision shall survive closing. This requirement shall be set forth in the deed to the Property or in a declaration of restrictive covenants to be executed by Seller at Closing.
- E. Buyer understands and agrees that the Property shall be subject to a restrictive covenant, in the limited warranty deed transferring the Property or a declaration of restrictive covenants, in form reasonably acceptable to the Buyer and Seller that prohibits Buyer and any successors in interest from using the Property as a public, private, or charter school providing general education instruction for any students that are in kindergarten through twelfth grade unless the school is in conjunction with or consented to by Independent School District No. 191.

26. NO PARTNERSHIP OR JOINT VENTURE. Nothing in this Agreement shall be construed or interpreted as creating a partnership or joint venture between the Seller and the Buyer relative to the Property.

27. CUMULATIVE RIGHTS. Except as may otherwise be provided herein, no right or remedy herein conferred on or reserved by either party is intended to be exclusive of any other right or remedy provided by law, but such rights and remedies shall be cumulative in and in addition to every other right or remedy given herein or elsewhere or existing at law, equity or by statute.

28. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and no other agreement prior to this Agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein. This Agreement shall supersede all

previous agreements and understandings, either or oral or written between the parties with respect to the Property.

29. BINDING EFFECT. This Agreement binds and benefits the parties and their successors and assigns.

30. CONTROLLING LAW. This Agreement has been made under the substantive laws of the State of Minnesota, and such laws shall control its interpretation.

31. ASSIGNMENT. Buyer shall not assign its rights under this Agreement without the express written consent of Seller, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Buyer may assign its rights under this Agreement to an affiliate of Buyer after 30 days' prior written notice to the Board of Education of Seller.

32. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument. Executed copies of the signature pages of this Agreement transmitted electronically in Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment. Any party delivering an executed counterpart of this Agreement by PDF also shall deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

SELLER

**INDEPENDENT SCHOOL
DISTRICT NO. 191**

By: _____

Lesley Chester

Its: Board Chair

By: _____

Abigail Alt

Its: Board Clerk

BUYER

SYNDICA, LLP

By: _____
Austin Morris
Its: Managing Partner

EXHIBIT A**Legal Description of the Property**

The Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section 30, Township 27, Range 23, Dakota County, Minnesota.

PID: 100300031010

MEMORANDUM

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

FROM: Stacie Kvilvang – Ehlers

DATE: April 28, 2022

SUBJECT: Purchase Agreement – Metcalf

On February 24 and March 10, 2022, the Board considered an offer to purchase the above referenced facility. After consideration, the Board directed staff and attorneys to finalize a purchase agreement (the “Agreement”) for the transaction. Below are the main terms of the purchase agreement:

Buyer: Syndica, LLP.

Purchase Price: \$12,300,000

Earnest Money: \$50,000 deposited upon execution of a Purchase Agreement with Commercial Partners Title. Interest, if any, accrues to Buyer.

\$10,000 of earnest money per Approval Period extension (up to two 30-day extensions).

Upon land use approvals, an additional \$50,000 will be deposited. These dollars and any previous dollars (\$50,000 plus any for extensions noted above) will be non-refundable but credited to Buyer at closing (if 2 closings, applied at 2nd closing).

If Buyer defaults, all non-refundable earnest money will be released to District. If the District defaults, then the earnest money is refunded to the Buyer.

Financing: Cash

Due Diligence: 90 Days from execution of a Purchase Agreement to work with the City of Eagan on its conceptual planning, zoning, and other City processes to assess the feasibility of City approval of proposed project.

District to provide access to the Buyer and its employees and contractors upon reasonable advance notice by Buyer to investigate the property

Buyer may terminate the Purchase Agreement at any time for any reason upon written notification to the District.

Approval Period: Upon satisfactory Due Diligence Period, the Buyer has 120 days to obtain all necessary approvals from the City.

Buyer may extend the Feasibility Period for two (2) 30-day periods with written notice and additional earnest money. \$10,000 of earnest money per extension (applied to purchase price as noted above).

- Closing Date:** No later than 60 days after successful Approvals Period as extended by any extension period or as otherwise mutually agreed upon, but no later than 80 calendar days following the end of the Approvals Period. Closing to take place at the District's offices.
- Closing Costs:** Buyer and Seller to pay all customary closing costs.
- Taxes:** Prorated to date of closing (\$0 since property is tax exempt)
- Assessments:** Seller to pay any existing or pending (\$0 since none are levied or pending)
- Commissions:** Buyer to pay real estate commissions of 2% to Colliers who represents the Buyer
- Title:** Buyer to obtain title commitment and survey at its cost. Buyer has 10 days after receipt to review and provide written objections to title and the District. If title cannot be made marketable by expiration of the Due Diligence Period, Buyer may terminate the purchase agreement and the earnest money will be returned to the Buyer.
- Demolition:** Within 120 days of Closing, Buyer shall obtain a demolition permit and shall substantially complete demolition within 180 days. If Buyer fails to obtain a permit within 120 days or fails to substantially complete the demolition within 180 days, following 30 days written notice, the District can enter the property to complete the demolition and any costs incurred will be paid by the Buyer.
- Miscellaneous:** Buyer acknowledges buying the property "As Is" with no right of reduction in purchase price
- District will not enter into any service contracts that can't be terminated within 30 days' notice
- Covenants:** Declaration of restrictive covenant or deed restriction to be filed for the property restricting buyer from using the property as a public, private, or charter school providing general education instruction for any students that are K-12 unless the school is in conjunction with or consented to by the District.

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



**Agenda IV.B.2.
April 28, 2022**

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

From: Lisa Rider, executive director of business services

Date: April 21, 2022

Re: Approval of Pupil Transportation Services Agreement and Addendum with Schmitty and Sons

Proposed Recommendation: that the Board of Education approves the pupil transportation services agreement and addendum with Schmitty and Sons for the period of July 1, 2022 through June 30, 2028.

Our current four-year contract with Schmitty and Sons expires June 30, 2022. State statute now allows for transportation agreement up to ten years without an RFP. Negotiations of the new agreement were conducted during the months of January through April to bring forward the current agreement, which is a six-year agreement with rates established as follows:

FY 2022-2023 6% increase

FY 2023-2024 6% increase

FY 2024-2025 3% or the CPI (Consumer Price Index) whichever is more, with a cap of 5% increase

FY 2025-2026 3% or the CPI whichever is more, with a cap of 5%

FY 2026-2027 3% or the CPI whichever is more, with a cap of 5%

FY 2027-2028 3% or the CPI whichever is more, with a cap of 5%

Language within the agreement has been updated to include the initial request for proposal language so the full expectations are all now included within the agreement. Given the past few years, an addendum has been included to address days for which we may find we do not require transportation but would still be required to pay for the routes at a rate of 90% provided the district is funded by general education and special education for these expenditures.

We believe this agreement is one that is favorable for all parties concerned. I appreciate the partnership and collaboration we have come to know with Schmitty and Sons and that our families benefit from. I am pleased to recommend this agreement for approval.

Attached
Schmitty and Sons Agreement and Addendum.

BURNSVILLE –EAGAN- SAVAGE PUBLIC SCHOOLS

Burnsville, Minnesota

PUPIL TRANSPORTATION SERVICES AGREEMENT

In accordance with Minn. Stat. 123B.52, subdivision 1 and 3, this agreement is made and entered into as of the _____ day of _____, 2022, by and between INDEPENDENT SCHOOL DISTRICT NO. 191, BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS, Burnsville, Dakota County, Minnesota, hereinafter called “School District” and Schmitty & Sons School Buses (Burnsville), LLC, Lakeville, Minnesota, hereinafter called “Contractor.”

WITNESSETH

WHEREAS, School District has selected Contractor to provide the pupil transportation services described herein; and

WHEREAS, Contractor desires to provide such pupil transportation service to the School District,

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

1. TERM

The initial term of this agreement shall commence July 1, 2022 and shall continue through June 30, 2028. For Purposes of this Agreement, the term “Contract Year” shall mean each one year period commencing July 1 during the term of this Agreement.

2. SCOPE OF SERVICES REQUIRED

Contractor shall, during the term of this Agreement, supply and maintain such number of school buses and personnel as are required to fulfill District’s needs for pupil transportation services as described in this Pupil Transportation Services Agreement.

3. COMPENSATION AND BILLING

In consideration for services rendered hereunder, School District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in this agreement.

Contractor will invoice the School District monthly. Invoice will include information that allows the School District to verify amounts charged. Payments to the Contractor by the School District will be made on a monthly basis.

4. CONTRACTOR RESPONSIBILITIES

Contractor shall furnish equipment and personnel sufficient to provide daily transportation of students within the District for the contracted period to the various schools according to a time schedule and/or routes determined by the School District or designee. There shall be no change in any bus route or time schedule without the consent of the School District. It is understood by the Contractor and the School District that the annual consideration provided in the contract is for the entire school year. In the event changes are made by the School District concerning the number of student days or vehicles required, the payment to the Contractor shall be changed accordingly.

Contractor shall furnish equipment and personnel as required by the School District to provide daily transportation of students outside the District to such locations according to the students' needs.

Upon request, Contractor shall provide the School District preceding each Contract Year with a "service plan for pupil transportation services." Contractor shall work with School District's Administration or designee in planning services and otherwise implementing the Agreement. The "service plan" must include at a minimum the following:

- a. List of drivers, both primary and substitutes.
- b. List of bus and van equipment that will be used in providing the contract services, along with the make of equipment, year of manufacture, mileage, vehicle type, passenger size, and special equipment.
- c. Staffing plan of employees, in addition to the above drivers, who will be assigned to fulfill the responsibilities contemplated in the Contract.
- d. Insurance information required by the Agreement.
- e. Staff training plan including materials and schedule.
- f. Contractor shall support student bus and traffic training classes at the beginning of each school year at each school. Evacuation practices will be conducted yearly.

The School District or its designee shall schedule the routes and the Contractor shall operate the buses according to the routes established. The Contractor shall also furnish the District with any concerns associated with the routes on an ongoing basis. The Contractor and School District shall cooperate with each other in maintaining a good public relations program with the community.

Routes may be modified by the School District to assure the timely delivery of students to and from school. Modifications shall not be made for seasonal changes, road construction or other temporary conditions unless the district determines that it is needed in order to get students to school on time.

School District or designee will give Contractor updated route totals and projected route totals at any time upon request. All route totals are subject to change based on School Districts needs.

The district reserves the right to contract with other vendors or operate its own buses for low incidence transportation services if it is more economical for the School District to do so. If the Contractor agrees to

provide transportation for these low incidence routes, the route shall remain with the Contractor until the route is no longer needed.

In the event that the Contractor is unable to provide sufficient staff to fulfill their responsibilities and the Contractor is unable to find a School District approved Subcontractor, the School District will transfer responsibilities of the unfulfilled routes to a School District secured Subcontractor. By which the Contractor would be responsible for the Subcontractor costs above the contracted rates plus 10% for administrative costs.

5. SERVICE CONDITIONS

5.1 The number of students transported shall not exceed the rated manufacturer's capacity. Scheduling of the students for arrival at the various school locations shall conform to regular school schedules or the schedule established by the School District.

5.2 A student shall load or unload at home or school only from the right side of the vehicle, unless escorted across the street by an aide.

5.3 No unauthorized person shall be allowed in any vehicle while engaged in the transportation of students for the School District. The District reserves the right to assign attendants to any vehicle in the best interest of any student.

5.4 The successful Contractor shall be highly selective in the employment of drivers and bus aides. The Contractor will be required to utilize only those drivers holding a valid Class A or Class B license with a school bus endorsement who has been thoroughly checked for ability, character, integrity, fitness, and who are acceptable to the School District. The School District reserves the right to comment on the performance of any employee of the Contractor, and Contractor shall take appropriate steps to improve services. The Contractor shall implement a dress code that for all employees that shall be agreed to by the School District.

Contractor will employ required drivers to cover all routes and sufficient standby drivers (at least 10% of total daily regular and special education route drivers) to ensure uninterrupted service and compliance with contract unless mutually agreed upon by The School District and Contractor. Standby drivers should not include non-driving staff used by the Contractor to fulfill this contract (Management, Dispatch, Trainers, etc.).

5.5 Before the beginning of the school year and at such other times as required by the district, Contractor shall furnish the School District with a current roster of all its' drivers transporting School District pupils. Names, addresses and school bus drivers' license numbers for all drivers and substitutes will be furnished to the School District upon request by the School District.

5.6 The Contractor shall identify one or more individuals in its employ who will serve as driver trainer(s) and will notify the School District in writing as to which individual(s) is/are filling the role(s).

5.7 No driver shall be assigned to a route in the School District because of their removal from another district for non-compliance of rules, regulations, laws, or procedures without permission of the School District.

5.8 Smoking Policy: The School District Policy prohibits any person – employee, visitor, student, parent, etc., from smoking or using any tobacco on school grounds in school owned buildings and in school owned or contracted vehicles at any time.

5.9 Contractor shall be responsible for handling complaint calls.

5.10 The drivers shall be responsible for enforcement of the School District rules on student conduct.

5.11 The Contractor will be responsible for performing two emergency evacuation drills per year. These drills will be coordinated with the School District and performed at no additional cost. If classroom school bus safety training (for students) is provided by the Contractor, the Contractor shall negotiate a cost for providing this training in advance.

5.12 The Contractor shall understand that information regarding students and routes is confidential and shall be responsible for the training of all employees regarding confidentiality.

5.13 Due to the fact that the bus company may have the ability to access confidential data, the School District reserves the right to access the bus companies computer system at any time to confirm that proper district procedures are being maintained to protect this data. The School District also may require the bus company to implement specific data privacy procedures to assure that their data is secure.

5.14 Identification badges must be provided for all drivers operating vehicles under this contract. These shall be provided at the expense of the Contractor.

5.15 It is agreed by the Contractor and the School District in the event the Contractor is unable to provide transportation services as specified in whole or in part because of acts of God, fire, riot, war, picketing, civil commotion, strikes, labor disputes, lack of fuel, or any other condition, the District may solely, at its' option excuse the Contractor from performance and terminate the contract, or shall have the right to assume the operation of such buses, with school employees or other persons as the School District may deem appropriate. The School District shall pay to the Contractor for such buses the same amount specified in the heretofore mentioned rate schedule.

5.16 Contractor shall maintain a regular staff of qualified mechanics to insure proper maintenance of all equipment used in the transportation of students in strict accordance with the State of Minnesota Standards for School Buses, and shall maintain said equipment in good mechanical order at all times. All buses shall be kept in a clean and sanitary condition and open to the School District for inspection at all times.

5.17 Supervisory and Liaison Personnel - Contractor shall provide a readily available supervisor to oversee vehicles, personnel, services required and to serve as a liaison to the School District staff. Supervisor shall not be assigned to a route.

This person must attend all meetings required by the School District that support the common goal of safety and service throughout the community. This could include participation in crisis management team, city/county meetings, open houses, and other safety or service related meetings within the community.

The School District shall approve the supervisor.

5.18 The Contractor shall administer an effective driver safety program. This includes all aspects of School Bus Safety, including vehicle/equipment operations, student safety, student discipline, as well as customer and public relations. A driver supervisor or trainer shall ride with every driver at least once per year for the purpose of observing their driving practices with respect to safety, mechanical operation, and conformance with applicable laws, rules and regulations, including adherence to published route schedules.

5.19 The Contractor shall identify at least one person to be the "School Bus Trainer". This person must (at a minimum) attend the annual "Train the Trainer" conference. This person must also be certified in wheel chair securement and be certified as a child passenger safety technician (including school bus training). Other safety training required by the School District shall be attended at the Contractor's expense unless the training is held outside of Minnesota, and then the School District shall be responsible for travel expenses.

5.20 The School Bus Safety Trainer must meet with the School District when requested to update the district on what is being done at safety meetings, and to discuss how the Contractor is keeping up with "Best Practices" in the area of School Bus Safety training.

5.21 In addition to the annual evaluations, a minimum of 8-hours of in service training must be done with all drivers on an annual basis. At least 4 of these hours must be done during the school year at a monthly safety meeting (4-1 hour meetings). A representative from the School District or its designee may attend these meetings, and the Contractor must provide any training required by the School District.

5.22 The School District may require drivers and bus aides to attend a minimum of eight hours up to 16 hours of professional development provided by the School District. These hours do not satisfy the required training listed above. The Contractor will pay any employee wages.

5.23 School bus safety training must be documented for all drivers, and this documentation must be provided to the School District as requested.

5.24 In the event of an accident, a verbal report shall be made immediately to the School District or its designee. The School District shall provide a written procedure that must be followed if an

accident occurs. A written accident report will be submitted to the School District within two working days of the accident. In the event of a crisis, the ISD 191 Crisis Management Policy must be followed.

6. TRANSPORTATION SERVICES REQUIRED

Regular Transportation

6.1 Type of transportation: school bus service for public, non-public and kindergarten.

6.2 Transportation for public and non-public schools.

6.3 To and from the assigned bus stops, and to various buildings as assigned.

6.4 The proposal should be based on the current routes provided by the School District. During the contracted route times the School District reserves the right to utilize the Contractor's buses as it deems necessary. The hours available to the School District is route time and does not include time to get to and from the bus terminal (before and after routes). The time spent during the first three weeks of school and during inclement weather may exceed the time allowed. No additional compensation will be paid for this time.

6.5 Bus routes and stops will be determined by the School District or designee. Bus drivers and the Contractor will be asked to cooperate in maintenance of bus stops. Safety, age of students and traffic conditions will be considered in routing and assignment of bus stops.

Field Trips

6.6 Contractors are authorized to accept field/athletic trip orders only from designated School District personnel.

Special transportation

6.8 Type of transportation: School bus service and Type III vehicle use for students with disabilities, and special individually placed students to locations in and out of the School District.

6.9 Transportation for public and non-public schools, and other locations as required.

6.10 From home of the special needs students to various locations.

6.11 The route information is based on the current school year.

6.12 The starting time of schools and routes will be determined by the School District.

6.13 The School District reserves the right to change or alter routes.

6.14 Type of service provided:

- Wheelchair - a lift bus is required for some students
- Car Seats/Booster Seats/Vests/Restraints - are required for some students
- Half - Day Schools have some students attending A.M. or P.M. sessions only.

6.15 Specific accommodations related to a student's needs as defined on an IEP must be provided by the bus company i.e. bus aide, harness, wheelchair lift, etc.

Fines and Penalties for Non-compliance

Note: All fines are per occurrence and will be subtracted from the check as they occur monthly.

6.16 A fine of twice the normal daily route pay will be imposed on the Contractor for any of the following:

- Allowing a driver to drive a route without the appropriate driver's license
- Running a route more than an hour late due to lack of drivers or equipment
- Running a route with a vehicle that does not have a current inspection sticker

6.17 A fine of 1/2 times the normal daily route pay will be imposed on the Contractor for any of the following:

- Running a route without the required equipment as outlined above.
- Running a route more than 15 minutes late unless due to a vehicle breakdown.
- Allowing a driver to drive in the School District who has been suspended from the School District for cause.
- Transporting persons other than those assigned by the district without prior approval from the School District.
- Allowing a driver to use a personal cell phone anytime the bus is in motion or when students are on board.
- Failure to correct a problem or complete an agreed change in a route within 2 business days.
- Changing a school bus route or making stops not approved by the School District.
- Conduct of a Contractor's employee including disrespectful behavior towards School District personnel or the public.

6.18 A fine of \$100.00 per training session shall be billed for each driver who has not completed the required 8 hours of annual safety training (If any training sessions are missed, the Contractor shall provide an alternate to the training for that driver). All drivers must sign off on a form stating that they received the training after each training session, and these forms must be maintained in the driver's training files.

6.19 A fine of \$2,000.00 will be billed if the Contractor does not check Motor Vehicle records twice a year on licensed drivers.

7. RECORDS AND REPORTS

Contractor shall provide those reports and records, which may be reasonably requested by District and necessary for proper payment, for evaluation of Contractor's performance or for state and District reporting hereunder. Reports may include, but are not limited to:

- Accident Reports
- Student Discipline Reports
- Bus Inspections
- Mileage Report
- Monthly or Yearly Mileage, Hour or Route Reports
- Bus Ridership Reports - for each route including special education transportation routes
- Driver Qualification Reports
- Federal and State Required Driver Drug and Alcohol Results
- Staffing Report

8. STATUS OF CONTRACTOR

In the interpretation of this Agreement and the relations between Contractor and School District, Contractor shall be construed as being an independent contractor hired to provide pupil transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an employee or official of the School District. Contractor shall be responsible for, and hold School District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

The Contractor shall pay all taxes imposed on any equipment, supplies or services to be furnished. It is recognized by and between the parties there will be no liability on the part of the School District for any type of tax assessed thereon.

9. INSURANCE

Contractor shall, at its expense, procure and keep in force during the entire term of this Agreement, public liability and property damage liability insurance protecting School District, its board, officers, employees and agents, and Contractor, its drivers and other personnel. Contractor must provide the above referenced insurance with the following minimum limits:

Automobile Liability	\$1,000,000	combined single limit
Commercial Liability	\$1,000,000	combined single limit
Umbrella Liability	\$10,000,000	

Contractor agrees to provide School District a certificate of insurance evidencing such coverage and designating School District as an additional insured. Worker's compensation insurance shall be maintained as required by law. All insurance policies shall provide that no coverage shall be cancelled except by thirty (30) days written notice to School District.

Title IX Compliance Notice - Nondiscrimination Policy - As required by Title IX of the Education Amendments of 1972. All vendors must comply with OSHA regulations where applicable.

10. PERFORMANCE BOND

No bond will be required.

11. INDEMNIFICATION

Contractor shall hold School District, its governing board, officers and employees harmless and does hereby indemnify School District, its governing board, officers and employees from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act of neglect, default or omission of Contractor in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of School District, its agents or employees. The Contractor also agrees to indemnify and save the School District harmless from any claims involving personal injury or property damage arising out of, or in the course of, Contractor's acts in providing transportation of assigned pupils.

To the extent permitted by law, School District shall hold Contractor, its officers, employees, agents, successors and assigns harmless and does hereby indemnify Contractor, its officers, employees, agents, successors and assigns from and against every claim or demand which may be made by any act neglect, default or omission of School District, its governing board, officers, employees or agents, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Contractor, its agents or employees.

12. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT (E.E.O)

Contractor must show evidence of a non-discriminatory equal employment opportunity program in the selection of employees that follow the guidelines established by School District `E.E.O. program. Such program must provide E.E.O. opportunities regardless of person's race, creed, sex, national origin, and sexual orientation, or any other characteristic protected under state or federal law.

13. FORCE MAJEURE

Any unforeseeable event or condition that causes a Contractor to delay performance, or entirely fail to perform, its obligations under the terms of this Agreement, or renders performance so difficult or costly as to make performance or the availability to provide employee for service commercially unreasonable. Force Majeure events include, but are not limited to, acts of God, war, civil unrest, government order, tornado, fire, flood, typhoon, or earthquake. If Contractor's performance is affected by a Force Majeure

event, the Contractor must promptly notify the School District. The notice will include a description of the nature of the event, its cause, and possible consequences. The Contractor subject to Force Majeure will be released without liability from the performance of its obligations under this Agreement upon issuing notice to the School District. This release will be effective only to the extent, and for the period, that performance of its obligations is precluded by the event of Force Majeure.

14. FAILURE TO DELIVER & PENALTIES

If by any reason of any acts of nature, fires, strikes, present or future laws, ordinances, government orders, rules or regulations, the Contractor shall be prevented from carrying out the terms of this Agreement, School District shall have the right to hire others to continue service, and Contractor shall be liable to District for the incremental cost District incurs to pay for such services above what District would have paid Contractor for the identical service. Such liability shall end at the end of the school year in which Contractor was prevented from carrying out the terms of this Agreement or when Contractor is able to resume service, whichever comes first.

15. INCLEMENT WEATHER / SCHOOL CLOSINGS

If school is canceled because of inclement weather or impassability of roads there will be no charges. Contractor shall be responsible for providing timely information on road conditions during inclement weather situations that will assist the district in deciding whether school will be in session.

16. EMERGENCY RESPONSE PROGRAM

Contractor shall understand and participate in the School District Emergency Plan. In addition, Contractor shall develop and implement an emergency plan responsive to the School District Emergency Plan. School District may review and require changes or additions to the Contractor's plan.

17. SUPERVISORY AND LIAISON PERSONNEL

The contractor shall designate a permanent regular, full-time supervisor to be directly responsible for the provision of all services required in the School District contract. The supervisor will be approved by the School District and is responsible for providing safe and efficient transportation services required by this Agreement and will supervise necessary support staff required for on-site management. This person shall work with the school District Designee for purposes of service coordination. The School District expects that the supervisor is an experienced person who has demonstrated skills for fulfilling the responsibilities of this Agreement. Contractor shall inform School District of the name(s) and business address(s) of such management personnel.

18. OPERATIONS PERSONNEL/DRIVER QUALIFICATIONS

Contractor shall employ a sufficient number of qualified drivers and support personnel to assure School District of continuous and reliable service. The Contractor will consistently conduct a proactive

recruitment campaign and periodically update the School District on these efforts. Contractor shall provide qualified drivers, trained and licensed in accordance with the laws of this State and the rules and regulations of School District. Accordingly, Contractor agrees that each driver shall:

- a. Possess a valid license issued by this State (or a reciprocal state) authorizing such person to operate a school bus.
- b. Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus qualified without reasonable accommodation, to safely operate a school bus. The physical examination shall be conducted prior to employment and periodically thereafter as required by State law.
- c. Successfully complete a course of training, including instruction in school bus safety, student discipline, human relations, behind-the-wheel school bus driving instruction, defensive driving, first aid, use of fire extinguisher, traffic laws, and applicable District policies and regulations.
- d. Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law.
- f. Satisfy all applicable requirements of the U.S. Department of Transportation, Federal Highway Administration in rendering transportation services regulated by that agency.
- g. Meet any other criteria required by State law or by District's policies, rules or regulations.

Contractor shall hold each driver responsible for:

- a. Supervising the safe loading and unloading of his or her bus at every pick-up and delivery point.
- b. Keeping informed of all rules and regulations affecting the safe operation of school buses and standards of conduct.
- c. Complying with all federal, state and local traffic laws while operating buses under this agreement.
- d. Carrying appropriate identification at all times while on duty.
- e. Carrying a timepiece while on duty so that the driver can maintain established schedule times.
- f. Communicating to Staff any issues or needs related to the route assignment and all passengers transported.

A driver orientation and instruction program will be provided before a driver is allowed to drive while students are on board. Training must include:

- a. Enough to safely operate the type of school bus the driver will be driving.
- b. Emergency procedures.
- c. Student Management procedures, including issues relating to students with disabilities.
- d. Knowledge of relevant laws, rules of the road, and local school bus safety policies.
- e. Knowledge of student loading and unloading procedures.

An ongoing performance monitoring and assistance program should include:

- a. Random drug testing.
- b. Daily observance of employees to detect violations of drug policy.
- c. Advance knowledge of routes, including substitutes.
- d. Route accuracy including proper stops and updated paperwork.
- e. Demonstrated driver-passenger professionalism.
- f. Competency in physically driving the assigned vehicle and equipment.

Contractor shall take reasonable steps to prevent its employees from exposing any student to impropriety of word or conduct. Contractor shall not knowingly permit its drivers to smoke on the bus nor to drink any intoxicating beverage or be under the influence of drugs or alcohol while operating any bus. Contractor shall regulate the use of prescription and non-prescription drugs, which impair the safe operation of the bus. Contractor shall enforce all School District Rules and Regulations in place.

Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder; provided, however, that School District shall have the right to require Contractor to remove from service under this agreement any employee who, at School District's sole discretion, is deemed unsuitable for the performance of transportation services for School District; and provided further that School District shall make such request in writing and state the reasons therefore.

19. EQUIPMENT

All school buses supplied by Contractor pursuant to this Agreement shall meet or exceed the standards established by the laws and regulations of the State and the United States. Contractor shall maintain the school buses used to provide pupil transportation services under this Agreement in accordance with law and accepted industry maintenance standards. School District reserves the right to request maintenance records at any time during Agreement.

Age of vehicle may be determined by date indicated on manufacturer's plate or date put into service.

Buses shall be of sufficient capacity to permit every student transported to be seated in conformance with State laws at all times. Buses must be clean, neat-appearing and display appropriate exterior and interior markings as required by state law.

All vehicles must be maintained in safe operating condition, and the Contractor shall provide that exterior and interior cleanliness be maintained.

The average age of the fleet shall be no more than 8 years old. No route vehicle shall be more than 12 years of age, and no spare shall be more than 14 years of age. If the Contractor wants to run a spare for longer, they must have the vehicle inspected by the School District and/or designated agent to obtain permission.

All vehicles shall be equipped with:

- a. 2-way radios (Which the District will be given access to)
- b. PA systems so drivers can talk to students
- c. Back-up alarms
- d. A swing gate
- e. An electronic device that requires the driver to walk to the back of the bus to check for students after each route.
- f. Camera systems (including audio) will be required on all route buses and spares. A minimum of 2 cameras and the ability to increase the number of cameras to a minimum of 4 are required on all buses that will be used to transport the School District's students. The type of camera system used shall record to a hard drive and must be approved by the School District.
- g. A GPS will be installed on all buses to be used for the School District. The system must be approved by the School District and shall be accessible by the School District or its designee.

Regular transportation vehicles will be a minimum 77 passenger. Included will be a minimum of three vehicles with a wheelchair lift. Use of vehicles other than that will need School District approval.

20. Fuel Charges

Contractor shall furnish all fuel to be used in its performance of the Contract. Contractor's compensation for services rendered to serve this contract shall be adjusted monthly to reflect the changes service provider's cost of fuel. The Contractor's "Base Fuel Cost" shall be \$3.00 per gallon of fuel, inclusive of applicable taxes. If the cost per gallon is over \$3.00, the School District will reimburse the Contractor. If the cost per gallon is less than \$3.00 the Contractor will credit the School District.

Calculation of gallons used will be determined by the following method. Total live miles as determined by the Versatrans software. Total live miles are then divided by 6 miles per gallon in order to get the total gallons. The Contractor will develop a monthly spreadsheet to determine the fuel clause. Contractor will provide fuel invoices if requested by the district. Contractor will invoice/credit the district monthly for fuel. There will be no fuel charges for non-route service.

21. TERMINAL

The Contractor shall maintain a terminal and office that is within 30 minutes from any portion of the district.

Contractor must equip facility with proper furniture, facsimile machine, maintenance equipment, and basic comforts for staff and employees.

Contractor must provide adequate phone lines and a facsimile machine. Contractor must provide a 24-hour answering "service."

Facility must be equipped with Internet service.

Contractor shall make all reasonable efforts to ensure that School District is given the right of first refusal to take over the Contractor's terminal lease after the termination of Contractor's terminal lease or upon termination of this agreement if this agreement shall terminate prior to Contractor's terminal lease.

22. STUDENT DISCIPLINE/VANDALISM

The ultimate responsibility and authority to suspend or expel any student from transportation services hereunder shall rest with School District. Contractor's drivers are responsible only for such discipline as is required to safely and properly operate Contractor's buses. Each driver shall handle all disciplinary matters in strict accordance with School District policy. In no case will a driver eject a student from a bus without authorization. All discipline problems shall be reported in writing following completion of the route. Procedures and regulations for the administration of discipline shall be established cooperatively between School District and Contractor.

Vandalism damages to Contractor's equipment or facilities shall be the responsibility of Contractor. However, School District shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities.

23. ASSIGNMENT

The Contractor shall not assign or transfer any part of the obligation and responsibility in this contract without the prior written approval of the School District.

24. TERMINATION

If either party shall willfully violate any of the covenants or duties imposed upon it by the Agreement, such material willful violation shall entitle the other party to terminate this Agreement. The party desiring to terminate for such cause shall give the offending party thirty (30) days written notice to remedy the violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported violation, then this Agreement shall be deemed terminated. If the District is the party terminating this Agreement, the District shall have the option to extend the termination date an additional 30 days while it arranges for substitute transportation. During said additional 30 days, each and every obligation, duty and right of the respective parties outside of this Paragraph 20 shall continue in effect.

District and Contractor agree to meet and make good faith efforts to resolve any disputes within thirty (30) days of the issuance of a notice of any dispute, as well as prior to filing any action in a court of competent jurisdiction. Good faith efforts may include mediation and arbitration by mutual agreement.

25. PLACE OF CONTRACT

This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Minnesota. All references in the contract to the "State" shall mean State of Minnesota.

26. SURVIVAL

The mutual obligations described in COMPENSATION AND BILLING; and INDEMNIFICATION hereof shall survive the termination or expiration of this Agreement.

27. SEVERABILITY

In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

28. MODIFICATION

Contractor and School District may modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties.

29. NOTICE TO PARTIES

All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States Mail, postage prepaid, registered or certified mail or via overnight courier.

Notices to School District shall be addressed to:

David Lake
Director of Operations & Transportation
Burnsville-Eagan-Savage Public Schools
200 W. Burnsville Parkway
Burnsville, MN 55337
Telephone: (952)707- 2035

Notices to Contractor shall be addressed to:

Contract Administrator
Schmitt & Sons School Buses (Burnsville), LLC
3100 W Highway 13
Burnsville, MN 55337
Telephone: (952) 985-7500

Either School District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

30. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no prior representations, either oral or written, between School District and Contractor other than those contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2022.

Schmitt & Sons School Buses (Burnsville), LLC.

Independent School District No. 191

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**RATES FOR PUPIL TRANSPORTATION SERVICES AGREEMENT
RATES: SY 2022-23 - 2027-2028 (Ending June 30, 2028)**

1. **Regular “To and From” Routes.** Per bus cost for all regular “to and from” routes, home-to-school” transportation, for the days of school operation A.M. and P.M. Vehicle Type A, B, C or D. Note: AM Only or PM Only buses will be paid at 50% of the full day rate.

Bus Size	Daily Bus Cost (4.00-hour)	Cost per extra ¼ hour
Type C or D – 71 and 77 Passenger	\$370.57	\$12.73
Type A or B	\$376.35	\$12.73

2. **Midday Routes.** The per bus cost for all midday routes for the days of school operation. Vehicle Type A, B, C or D (Must provide cost for #1 above if quoting routes).

Bus Size	Daily Bus Cost (1-hour)	Cost per extra ¼ hour

Type A, B or C	\$61.37	\$12.73
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3. **Special Transportation “To and From” Routes.** The per bus cost for all special transportation and special needs routes, home-to-school transportation, for the days of school operation A.M. and P.M. Vehicle Type III, A, B or C. Minimum use is 4.00 hours. Note: AM Only or PM Only buses will be paid at 50% of the full day rate.

Bus Size	Daily Bus Cost (4.00-hour)	Cost per extra ¼ hour
In-District - Type III	\$353.19	\$12.73
In-District - Type A & B	\$376.35	\$12.73
In-District - Type C	\$376.35	\$12.73
Out-Of-District - Type III	\$353.19	\$12.73
Out-Of-District - Type A & B	\$376.35	\$12.73
Out-Of-District - Type C	\$376.35	\$12.73

Annual cost for lift equipped vehicle: \$1,731.21

Per “Live” Hour cost for Paraprofessional / Bus Aide: \$28.55

4. **Shuttle or Late Activity Service.** The per bus cost for all shuttle service, live time from pick up to drop off. One (1) hour minimum. In District and Out of District service (note: some shuttles may be added to AM/PM or mid-day routes with time added to the regular daily route in lieu of paying shuttle cost).

Bus Size	Daily Bus Cost (1-hour)	Cost per extra ¼ hour
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In-District - Type III	\$52.11	\$12.73
In-District - Type A & B	\$57.90	\$12.73
In-District - Type C	\$57.90	\$12.73
Out-Of-District - Type III	\$52.11	\$12.73
Out-Of-District - Type A & B	\$57.90	\$12.73
Out-Of-District - Type C	\$57.90	\$12.73

5. **Summer School Transportation Services.** The annual cost figure for all summer school routes for each year of the term shall be submitted. The summer school rates shall be quoted as a % of the rates for regular “to & from” transportation services.

The summer school rates shall be _100% of regular transportation and Special transportation rates in items #1 and #3 above.

6. **Extra-curricular and Athletic Trips; Activity and Field Trips.** Unit costs for each year of the term include all fuel costs including taxes, labor costs including taxes, maintenance and repair costs, and other direct and indirect costs.

In-District - Live Hour Rate – pick up to return drop off, (2.0 hrs base): \$92.64

Out-of-District - Live Hour Rate – pick up to return drop off, (2.0 hrs base): \$115.81

Additional ¼ hour rate..... \$12.73

There will be a charge of \$115.81 for any bus canceled 48 hours or less of the scheduled arrival at the destination point of origin unless canceled due to weather. Weather related cancellation must occur 3 hours prior to arrival at the destination point of origin to not incur any cost.

There will be a 10% charge for a bus canceled more than 48-hours from the scheduled arrival time at the designated point of origin, this fee will be waived if the same itinerary is rescheduled for another date/time.

ADDITIONAL RATES FOR ADDITIONAL YEARS

OF PUPIL TRANSPORTATION SERVICES AGREEMENT

The rates established shall apply to the 2022-2023 through 2027-2028 school years. Contract may be extended for additional years if allowable and agreed to by both parties. The rates for the 2022-2023 school year are listed above in this agreement. The rates for the following five (5) years are as follows:

For the 2023-2024 School Year the Contractor agrees to operate at an increase of 6%.

For the 2024-2025 School Year the Contractor agrees to operate at an increase of 3% or the CPI as described below (whichever is more, with a cap of 5%).

For the 2025-2026 School Year the Contractor agrees to operate at an increase of 3% or the CPI as described below (whichever is more, with a cap of 5%).

For the 2026-2027 School Year the Contractor agrees to operate at an increase of 3% or the CPI as described below (whichever is more, with a cap of 5%).

For the 2027-2028 School Year the Contractor agrees to operate at an increase of 3% or the CPI as described below (whichever is more, with a cap of 5%).

Consumer Price Index (CPI) for the State of Minnesota will be based on the 12-month period ending in the month closest and prior to December 31 of the previous calendar year to the start of the new contract year. Example: the 2024-2025 CPI will be determined by the 12-month period ending in the month closest and prior to December 31, 2023.

CPI will be determined by the U.S. Bureau of Labor Statistics (bls.gov), using data from the Minneapolis-St. Paul-Bloomington area.

ISD191 – Burnsville-Eagan-Savage Public Schools

Burnsville, Minnesota

ADDENDUM TO PUPIL TRANSPORTATION SERVICES AGREEMENT

This addendum to the Pupil Transportation Services Agreement, which was signed by Schmitty and Sons School Buses and Independent School District 191(ISD191) on _____, 2022, is made and entered into as of July 1, 2022, by and between ISD 191, Burnsville, Minnesota, and Schmitty and Sons School Buses, Burnsville, Minnesota.

The following terms will apply to the Pupil Transportation Services Agreement if the district does not require transportation for at least 170 school days in the 2022-2023 school year. Beginning on July 1, 2022, and through the end of the calendar 2022-2023 school year (ends June 30, 2023), the following changes will occur to the Pupil Transportation Services Agreement for the days of the 170 that did not require transportation:

- 1) All previously scheduled regular and special education routes will be invoiced at a rate of 90% of the contracted rates, provided the district is funded by general education and special education for these expenditures.
- 2) Only scheduled charter/field trips conducted will be invoiced at the contracted rates.
- 3) Any routes actively engaged in transporting students to and from school will be invoiced instead at a rate of 100% of the contracted rates.
- 4) Schmitty and Sons is required to compensate all hourly route and charter drivers/staff associated with the ISD191 contract at their normal scheduled pay.
- 5) Schmitty and Sons will provide transportation needs such as student learning materials, food and emergency trips, etc, during the duration of this addendum upon the request of the district or designee. These trips will be included in the 90% of the invoice, therefor the additional charge of 10% of the daily rate. This would also include the reimbursement for bus aides as needed.
- 6) Section 15, Inclement Weather / School Closings, of the Pupil Transportation Services Agreement, will take precedent over this addendum in regard to school closings due to weather.

Prior to each school year an addendum similar to this will be drafted outlining the expected minimum number of days transportation shall be required.

Schmitty and Sons School Buses

Independent School District No. 191

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



**Agenda IV.B.3.
April 28, 2022**

To: Board of Education, Members

From: Dr. Theresa Battle, Superintendent

Date: April 21, 2022

Re: Approve Middle School End Times

Recommendation: that the Board of Education approves adjusting the schedule for ISD 191 middle schools for the school day end time from 2:50 p.m. to 2:30 p.m. for the 2022-23 school year.



 AGENDA ITEM: IV.B

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

From: Stacey Sovine
Executive Director of Human Resources

Date: April 28th, 2022

RE: Resolution Terminating Non-Licensed Staff Hours

RECOMMENDATION: It is recommended that the Board of Education adopt the following resolution:

BE IT RESOLVED, by the Board of Education of Independent School District 191, that the following non-licensed staff are hereby terminated or laid off for the following amounts at the end of the 2021-2022 school year.

Name	Hours Per Day
Ashley, James	.25 hours
Bourdon, Carl	.25 hours
Bringgold, Debbie	.25 hours
Brown, Patricia	.25 hours
Daniels, Floyd	.25 hours
Gillis, Cindy	.25 hours
Graves, Diana	.25 hours
Kaufman, Margaret	.25 hours
Mccray, Sharon	.25 hours
Miskiewicz, Kelly	.25 hours
Murray, Cathleen	.25 hours
Nassar, Thanaa	.25 hours
Needham, Diane	.25 hours
Neptuno- Temozan, Julio	.25 hours
Olson, Pamela	.25 hours
Payne, Debra Kay	.25 hours
Queen, LeVar	.25 hours
Reeves, Jonathan	.25 hours
Ruiz, Winston	.25 hours

Schwarz, Darcie	.25 hours
Soucek, Mary	.25 hours
Thomason, Michal	.25 hours
Thompson, Robert	.25 hours

BE IT FURTHER RESOLVED, that written notice is sent to said teachers regarding termination and nonrenewal of his/her contract as provided by law.



AGENDA ITEM: IV.B.5

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

From: Stacey Sovine
Executive Director of Human Resources

Date: April 28th, 2022

RE: Resolution Termination Classified Staff

RECOMMENDATION: It is the recommendation that the Board of Education adopt the following resolution:

BE IT RESOLVED, by the Board of Education of Independent School District 191, that the following classified personnel are hereby laid off from their positions, effective at the end of the 2021-2022 school year.

Name	School	Hours per Day
Emily Cherne	NMS	8 hours
Matthew Fox Johnson	GP	3 hours
Matthew Fox Johnson	GP	1 hour
Julissa Garcia	BHS	8 hours
Braylon Lane	HV	4.75 hours
Pricilla Wild	HB	7 hours

BE IT FURTHER RESOLVED, that written notice is sent to said teachers regarding termination and nonrenewal of his/her contract as provided by law.



Future Ready. Community Strong.

**Agenda IV.B.6.
April 28, 2022**

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

From: Lisa Rider, executive director of business services

Date: April 21, 2022

Re: **Joint Powers Agreement between the City of Burnsville and ISD 191 for the Burnsville Senior Citizens' Center.**

Proposed Recommendation: that the Board of Education authorizes Executive Director of Business Services Lisa Rider and Superintendent Dr. Battle to sign the Joint Powers Agreement between the City of Burnsville and ISD191 for the Burnsville Senior Citizens' Center.

Attached

**JOINT POWERS AGREEMENT
MEMO OF UNDERSTANDING**

Burnsville Senior Citizens' Center

Since 1981, The City of Burnsville and Independent School District 191 (ISD 191) have agreed to jointly support the Senior Citizens' Center located at Diamondhead Education Center, Burnsville, Minnesota. It is the intention of both parties to share equally in the operational costs of the senior center as outlined in this memo of understanding.

- I. **Duration:** Three years commencing January 1, 2022 subject to termination or amendment upon six months written notice.

II. **School District Responsibility:**

1. Provide, operate, maintain and care for the area currently occupied by the senior center consisting of 4,916 square feet.
2. Employ a Director for the Senior Center and pay all costs and assume all responsibility relating to employment including compensation, insurance benefits, retirement, workers' compensation and liability insurance.
3. Purchase liability insurance for the senior center in the minimum amount of \$1,000,000 basic coverage and \$1,000,000 excess coverage. The City of Burnsville shall be listed as an additional insured with respect to operation of the senior center.
4. Maintain all financial records and pay all bills relating to this joint endeavor.
5. Share an annual report on the Senior Center.

III. **City Responsibilities:**

1. Reimburse the school district annually for 50% of the annual administrative salaries and benefits, maintenance, utilities and custodial expenses and Chatter newsletter fees as estimated below and agreed to at the beginning of each calendar year. These costs are estimated as follows for the year commencing January 1, 2022 (school years 2021-22, 2022-23 and 2023-24) and renewable January, 2025. The Senior Center will submit an estimated 3% annual increase in budget to the City for review and City staff shall add expense to the City budget.

Administrative salaries	\$102,450
Administrative benefits	\$ 35,369
Maintenance, utilities and custodial	\$ 24,000
Chatter newsletter expenses	<u>\$ 22,000</u>
TOTAL	\$183,819
City's portion @ 50%	\$ 91,910

IV. **Hold Harmless Agreement**

The City of Burnsville and Independent School District 191 agree to hold each other harmless with respect to any liability resulting from the performance of the responsibilities contained in this agreement. This agreement will remain in effect for three years commencing January 1, 2022.

City of Burnsville
100 Civic Center Parkway
Burnsville, Minnesota 55337

Independent School District 191
200 W. Burnsville Parkway
Burnsville, Minnesota 55337

Elizabeth B. Kautz, Mayor

Theresa Battle, ISD 191 Superintendent

Date

Date

Gregg Lindberg, City Manager

Lisa Rider, Exec. Dir. of Business Services

Date

Date



Future Ready. Community Strong.

**Agenda IV.B.7.
April 28, 2022**

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

From: Lisa Rider, executive director of business services

Date: April 22, 2022

Re: **Joint Powers Agreement between the City of Burnsville and ISD 191 for the Garage.**

Proposed Recommendation: that the Board of Education authorizes Executive Director of Business Services Lisa Rider and Superintendent Dr. Battle to sign the Joint Powers Agreement between the City of Burnsville and ISD191 for the Garage.

Attached

Joint Powers Agreement - The Garage

JOINT POWERS AGREEMENT

The City of Burnsville, Independent School District 191 (ISD191), and Twin Cities Catalyst Music (Catalyst or TCCM) agree to jointly support The Garage music program located at 75 Civic Center Parkway Burnsville, Minnesota 55337 and the Burnsville Youth Collaborative (BYC) program located at any or all of the ISD 191 Middle Schools (Nicollet Middle school - 100 E. 1345th St, Burnsville MN, Eagle Ridge Middle School - 13995 Glendale Road, Savage, MN).

It is the intention of all parties to share in the operational costs of the programs, referred to hereinafter as the BYC programs, for the terms of the agreement.

Be it further acknowledged that the City, School District, and Catalyst will collaborate with public, non-profit and private agencies to oversee a Burnsville Youth Collaborative (BYC) to provide an advisory role in the continual development and execution of leadership and youth service opportunities at the Garage and other BYC programs with the purpose of:

- Establishing ideals of youth engagement to meet their programming needs
- Promoting access to opportunities for students
- Maintaining a comprehensive website to facilitate youth access to activities
- Other efforts necessary to assist students in participation in out of school time activities

ISD 191 will assume the role of fiscal agent for the after school and summer programs at The Garage and BYC, provide the leadership for the BYC, as well as collaboration with other community partners.

I. Duration:

Joint Powers agreement to be held in place for a five (5) year term or subject to termination or amendment upon six months written notice. City, School District, and Catalyst will review the annual budget each year in July to determine if any adjustments are appropriate for the following year's program budget.

II. School District Responsibility:

1. Provide, operate, maintain and care for the areas currently identified as the Nicollet or Eagle Ridge Middle Schools, including the surrounding school district property.
2. Employ a Coordinator for the BYC program located at participating middle schools and pay all costs and assume all responsibility relating to employment including compensation, insurance benefits, retirement, workers' compensation and liability insurance. This coordinator is to be the liaison between the School District, City of Burnsville, The Garage, Twin Cities Catalyst Music, BYC and other activities related to scheduling of BYC programming.
3. Coordinator will provide supervision at the BYC sites and facilitate scheduling of The Garage facility with Twin Cities Catalyst Music.
4. Provide liability insurance for the Middle Schools in the minimum amount of \$1,000,000 basic coverage and \$1,000,000 excess coverage.
5. Serve as fiscal agent and maintain all financial records and pay all bills relating to BYC programming and provide a summary of revenue and expenses as requested by the City for auditing and planning purposes. ISD 191 will provide oversight on the collection of all evaluated information and complete an annual report, including reporting for the Community Development Block Grant (CDBG) in collaboration with the city of Burnsville.
6. Follow all Community Development Block Grant (CDBG) requirements including but not limited to: financial reporting, data collection and progress reports.
7. Collaborate with Twin Cities Catalyst Music to provide opportunities for high school students to access Garage resources on-site before, during or after the traditional school day, including but not limited to busing, course design, staff support and other resources as deemed necessary.

III. City Responsibilities:

1. Allocate available CDBG funds and budget annually to reimburse the school district on a quarterly basis for the annual expenses related to the BYC program.

2. Pay the maintenance, utilities and custodial expenses related to the operation of The Garage facility.
3. Assist with grant funding opportunities as they relate to the above program options, serve as fiscal agent for grants as necessary.
4. Provide leadership support to the BYC Coordinator and subsequent BYC programming efforts.

IV. Hold Harmless Agreement

The City of Burnsville, ISD 191 and Twin Cities Catalyst Music agree to hold each other harmless with respect to any liability resulting from the performance of the responsibilities contained in this agreement.

The City of Burnsville has entered into a lease agreement with Catalyst, to rent The Garage to offer and coordinate music programs and events; It is the intention of the three parties to share in the coordination of shared space at the facility; the following information is to specify roles and responsibilities for each agency in its use.

Description of Space: Exhibit A

The Garage is a 9,181 square foot space with the following shared use spaces: office and meeting space, computer room, one large and one small performance venue and recording studio space.

General Guidelines for Use of The Garage Facilities:

1. Primary Use is for Youth Music Programs and Events
2. Use of space - The Garage will be part of the City security system; all parties shall get badges from the City of Burnsville Recreation Department.
3. The school district will not be charged a rental fee by the City of Burnsville to utilize the facility for school related activities and events.
4. Rental calendar to be coordinated by Catalyst - with viewing capability by all parties.

5. Office Spaces are to be shared equally by ISD 191 Community Education (CE) and Catalyst staff, items include: Computers, Copier, Phones, Desks, etc. No outside locks may be used.
6. All expenses for the repair, maintenance or replacement of the copier and computers are the responsibility of Catalyst.
7. Building Schedule shall be as indicated below, usage outside of "priority" times each group must go through ISD 191 CE Collaborative Coordinator, or online reservation system. Questions or disputes regarding building schedule use, priority rankings, or other matters not addressed by this Shared Use Agreement shall be resolved by the ISD 191 CE BYC Coordinator.

School Year	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
7 am-2:30 pm	TCCM	ISD 191 CE	ISD191 CE	ISD 191 CE	ISD 191 CE	ISD 191 CE	TCCM
2:30-6 pm	TCCM	BYC	BYC	BYC	BYC	TCCM	TCCM
6-close	TCCM	TCCM	TCCM	TCCM	TCCM	TCCM	TCCM
Summer	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
7 am-12 pm	TCCM	BYC	BYC	BYC	BYC	ISD 191 CE	TCCM
12-6 pm	TCCM	BYC	BYC	BYC	BYC	TCCM	TCCM
6-close	TCCM	TCCM	TCCM	TCCM	TCCM	TCCM	TCCM

8. Recording Studio: To be utilized by both ISD 191 CE, ISD191 schools as classroom space and Catalyst for classes, rental income.
 - All users must be trained and receive a "certificate of completion" for 10 hours training. Training will be provided by the Catalyst Studio Manager or Tech Specialist Level III with ISD 191 CE. A database of approved users will be maintained by Catalyst and kept on file in the Recording Studio.
 - Rentals outside of school use are to be coordinated by Catalyst through the use of a Catalyst rental agreement.
 - Studio Manager must be on site at all times.

9. Sound and Stage Performance Space: Includes a variety of sound mixing equipment, speakers, stage, etc.
- Primary user is Catalyst, all costs shall be the responsibility of the Catalyst until ISD 191 CE begins the school program at the facility, at which time this agreement will be updated. All equipment shall be locked and stored to prevent damage on a daily basis.

10. Reservation Process:

1. Utilize an online calendar that can be viewed by all parties. Online rental calendar to be coordinated and maintained by Catalyst.
2. City to print calendar on a weekly basis to ensure proper cleaning of the facility.
3. Catalyst Rentals shall require that all space be reserved through the online rental calendar.
4. ISD 191 CE will not be charged a rental fee for use of the facility. Additional personnel cost may result in a charge.

11. Cafe:

- Primary user is Catalyst and shall be responsible for maintenance and repair of all cafe equipment and will ensure compliance with adherence to health codes, licensing, etc.
- Outside agencies may utilize the area to serve and prep food but must coordinate their own food needs and follow applicable health code practices for serving food to youth. Requirements for such use are the responsibility of Catalyst.
- Catalyst is responsible for locking or storing items not intended for outside use.

12. Building Fund:

- Catalyst is responsible for replacement/repair and capital costs for the stage, sound, and recording studio.
- Upon termination of BYC, ISD 191 CE Partnership or TCCM - the building fund and all equipment purchased with the building fund shall become the property of the City of Burnsville. Exceptions include the \$10,000 worth of

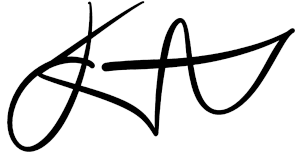
recording studio items purchased directly by ISD 191 Community Education and/or donations made directly to ISD 191 CE and TCCM during the course of this agreement.

V. City Agreements for Repairs/Maintenance:

- Repairs or replacement tables and chairs shall be paid for by the City.
- City will pay "building" repairs with the exception of any intentional act of vandalism that occurs under the supervision of another party. Every effort by the supervising agency should be made to ensure that damage to the facility is prevented or proper restitution is made by the guilty party.
- Painting-the City will pay for paint, youth will do painting as able, and the City will also pay for painting that is on the ceiling or out of reach.
- City is not responsible for the repair or maintenance of the stage, sound, recording studio or office equipment, the items located within The Garage are available for groups to use, however, if repair or maintenance is needed, Catalyst must cover the expense. New office furniture or other new equipment needs of Catalyst or ISD 191 CE shall be the responsibility of the user.
- City will recycle/dispose of unwanted/broken items.

As the authorized representatives from the above mentioned parties, by signing below all parties are in agreement to the above statements and agree to abide by these guidelines in the shared use of The Garage facility. This agreement shall remain in effect until replaced by another.

<p>City of Burnsville 100 Civic Center Parkway Burnsville, Minnesota 55337</p> <hr/> <p>Elizabeth B. Kautz, Mayor</p> <hr/> <p>Date</p>	<p>Independent School District 191 200 W. Burnsville Parkway Burnsville, Minnesota 55337</p> <hr/> <p>Dr. Theresa Battle, ISD 191 Superintendent</p> <hr/> <p>Date</p>
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<p>City of Burnsville 100 Civic Center Parkway Burnsville, Minnesota 55337</p> <hr/> <p>Gregg Lindberg, City Manager</p> <hr/> <p>Date</p>	<p>Independent School District 191 200 W. Burnsville Parkway Burnsville, Minnesota 55337</p> <hr/> <p>Lisa Rider, Executive Director of Business Services</p> <hr/> <p>Date</p>
<p>City of Burnsville 100 Civic Center Parkway Burnsville, Minnesota 55337</p> <hr/> <p>Garrett Beck, Parks, Recreation and Facilities Director</p> <hr/> <p>Date</p>	<p>Twin Cities Catalyst Music 75 Civic Center Pkwy Burnsville, MN 55337</p>  <hr/> <p>Jack Kolb-Williams, Executive Director & Co-founder</p> <hr/> <p>04/22/2022 Date</p>