



Regular Meeting Agenda

Diamondhead Education Center
200 W. Burnsville Parkway
Burnsville, MN 55337
October 24, 2024
6:30 PM

Strategic Directions:

- Creating space and opportunity for each and every voice to be heard
- Actively leading by developing and sustaining a diverse and equitable education system
- Supporting and leveraging innovation to improve student outcomes and district culture
- Engaging our community to ensure common understanding of our Strategic Roadmap and the district work to support it

5:45 PM Listening Session with Director Alt and Director Werb.

I. Call to Order

- A. Welcome
- B. Pledge of Allegiance

II. Approval of Agenda

III. Information

- A. 2023-2024 World's Best Workforce: Achievement & Integration Progress Report 3

Speaker(s): Imina Oftedahl, Director of Curriculum, Instruction, and Assessment and Isis Buchanan, Director of Educational Equity

- B. School Report from Gideon Pond Elementary School and Nicollet Middle School 19

Speaker(s): Dr. Chris Bellmont, Assistant Superintendent, Dr. Salma Hussein and Dr. Carolyn Allston Trenteetun, Principals, Megan Gauer-Kloos, Student Systems Leadership Specialist, Molly Lynch, Literacy Specialist, Michelle Henderson, Dean, and Students

- C. Committee, Board Appointment and School Assignment Reports 40

IV. Business Meeting

- A. Consent Agenda

District 191 welcomes members of the public to attend Board of Education meetings, work sessions and other public gatherings. However, public participation is allowed only during listening sessions, which are held before regular board meetings. Community members who wish to share their thoughts and opinions on meeting topics should contact the Superintendent's office at 952-707-2005 to schedule a meeting with the Superintendent or member of her leadership team. 42

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	45
2. Approve Personnel Recommendations	48
3. Approve Payroll, Receipts, Expenses and Investments	49
4. Accept the Budget Analysis	110
5. Receive a Report about the Listening Session	115
6. Approve, on a Second Reading Basis, changes to Policies: 416: <i>Drug and Alcohol Testing</i> , 418: <i>Drug Free Workplace/Drug Free School</i> , 509: <i>Enrollment of Nonresident Students</i> and 515: <i>Protection and Privacy of Pupil Records</i>	116
7. Approve, on a Second Reading Basis, Changes to Policies: 102; <i>Equal Educational Opportunity</i> , 419: <i>Tobacco Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices</i> and 609: <i>Religion and Religious and Cultural Observances</i>	192
B. New Business	201
1. Metcalf Middle School Purchase Agreement Revision	204
Speaker(s): Stacey Sovine, Executive Director of Administrative Services	
2. Consider Adopting a Resolution to Approve Purchase Proposal for the Sioux Trail Elementary School Property	210
Speaker(s): Stacey Sovine, Executive Director of Administrative Services	
V. Work Session for Board Discussion about Uses of Excess Funds from Sale of Diamondhead Outlot, Metcalf Middle School and Sioux Trail Elementary	230
Speaker(s): Eric Miller, Board Chair	
VI. Adjourn	



**Agenda III.A.
October 24, 2024**

To: Board of Education
Dr. Chris Bellmont, assistant superintendent

From: Imina Oftedahl, director of curriculum, instruction and assessment, and Isis Buchanan, director of educational equity

Date: October 24, 2024

Re: 2023-2024 World's Best Workforce: Achievement & Integration Progress Report

2023-2024 World's Best Workforce/ Achievement & Integration Progress Report

October 24, 2024

Isis Buchanan, director of educational equity

Imina Oftedahl, director of curriculum, instruction and assessment

Overview

- World's Best Workforce (WBWF)
- Achievement and Integration (A&I)
- Goals and Results
- Strategies and Programming

World's Best Workforce

WBWF - 2023-24

- All children ready for school
- All third-graders read at grade level
- All racial and economic gaps between students closed
- All students ready for career and college
- All students graduate

Comprehensive Achievement and Career Readiness (CACR) 2024-25

- All children ready for school
- All racial and economic gaps between students closed
- All students ready for career and college
- All students graduate
- Life long learners

Achievement and Integration

- Pursue racial and economic integration
- Increase student achievement
- Create equitable educational opportunities
- Reduce academic disparities based on racial, ethnic, and economic backgrounds

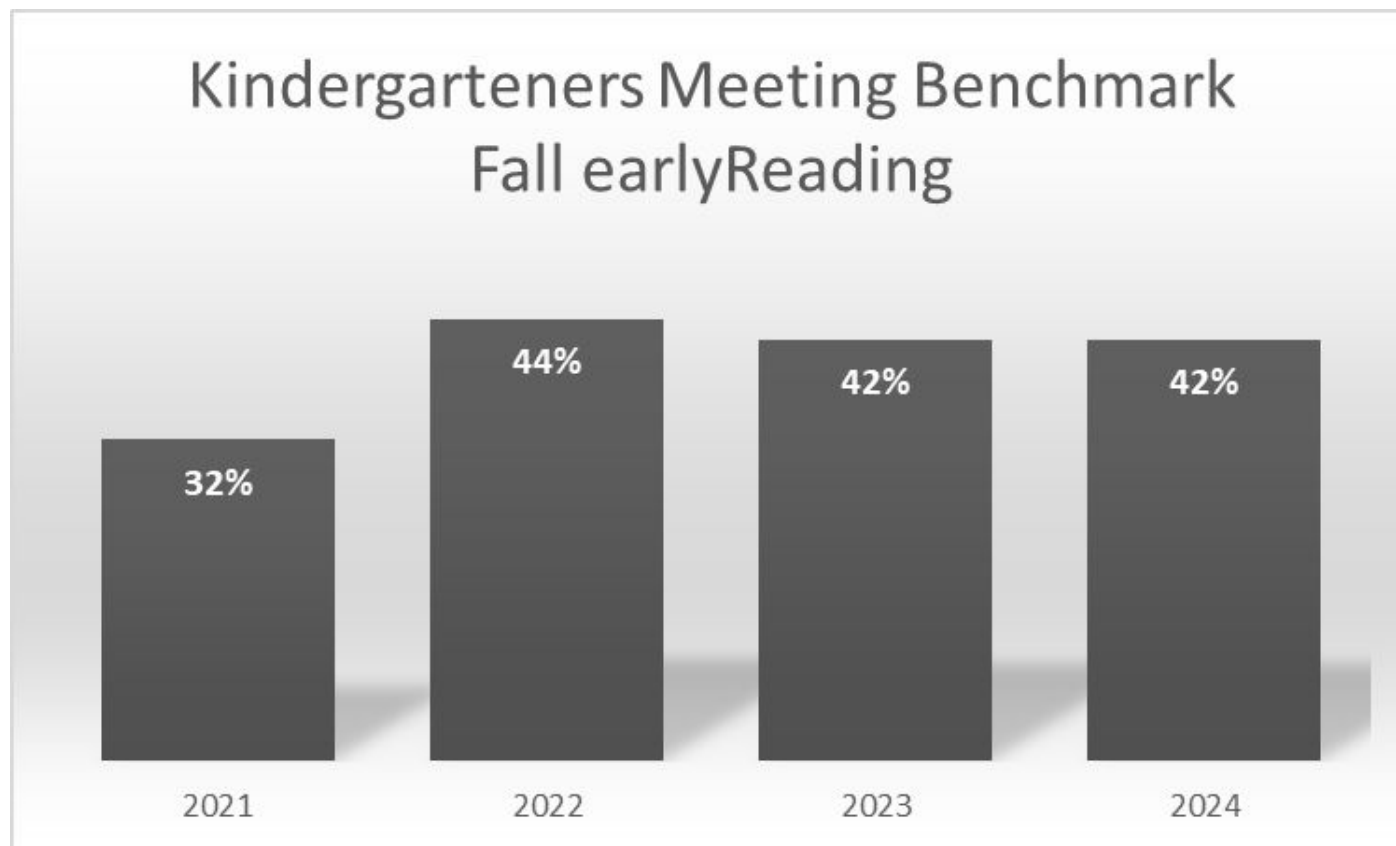


WBWF - Ready for Kindergarten

Incoming kindergarteners meeting benchmark for early literacy

Goal: 50%

Result: 42%



2024

- 496 students tested
- 258 former 191 VPK students
- 47% former VPK student meeting benchmark
- 36% non-VPK students meeting benchmark

A&I - Ready for Kindergarten

Incoming kindergarteners meeting benchmark for early literacy

Black, Indigenous, People of Color (BIPOC)

Goal: 41%

Result: 37%

VPK Results: 62%

Native/Indigenous

Goal: 50%

Result: 36%

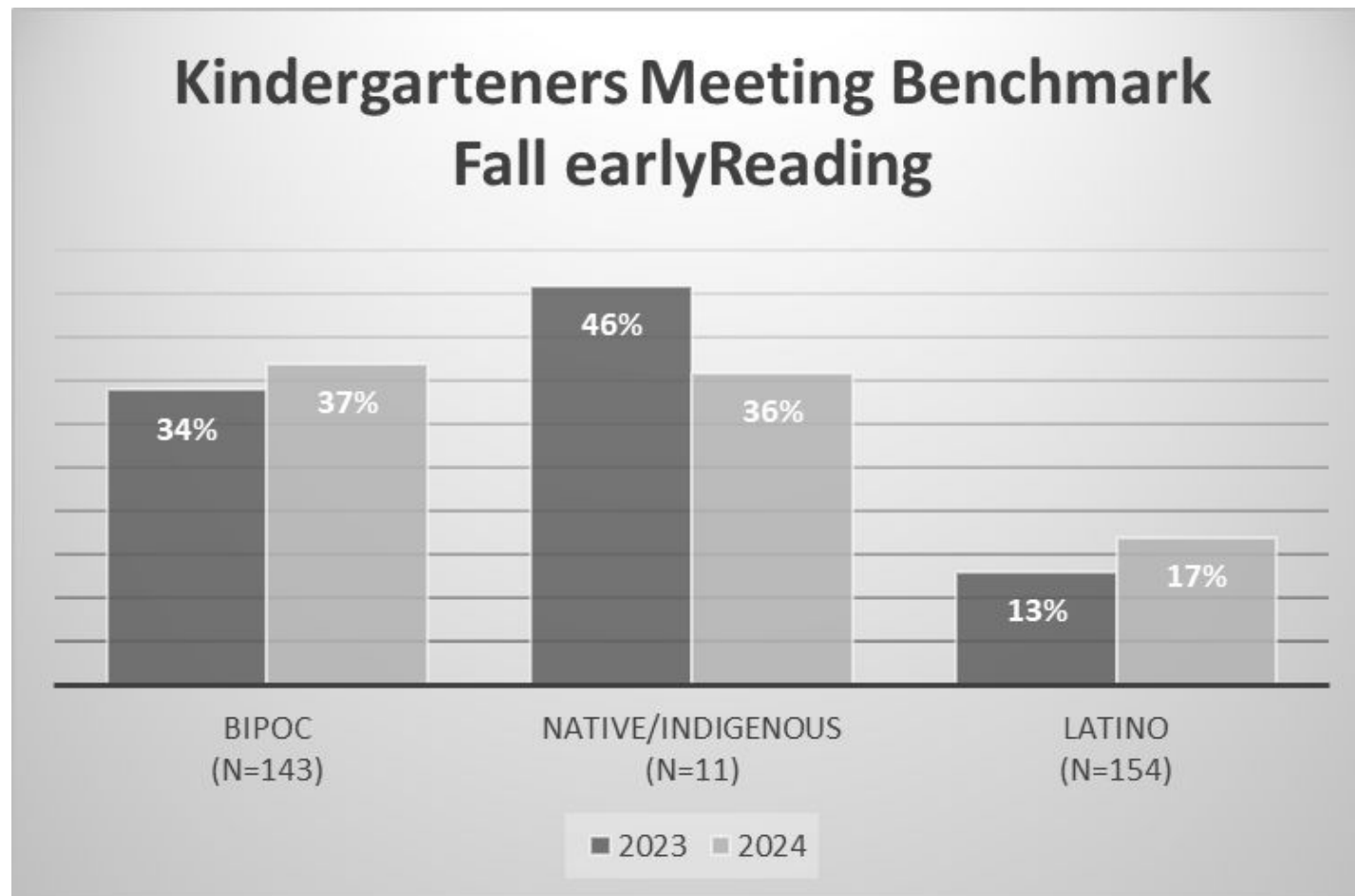
VPK Results: 0% (2)

Latino

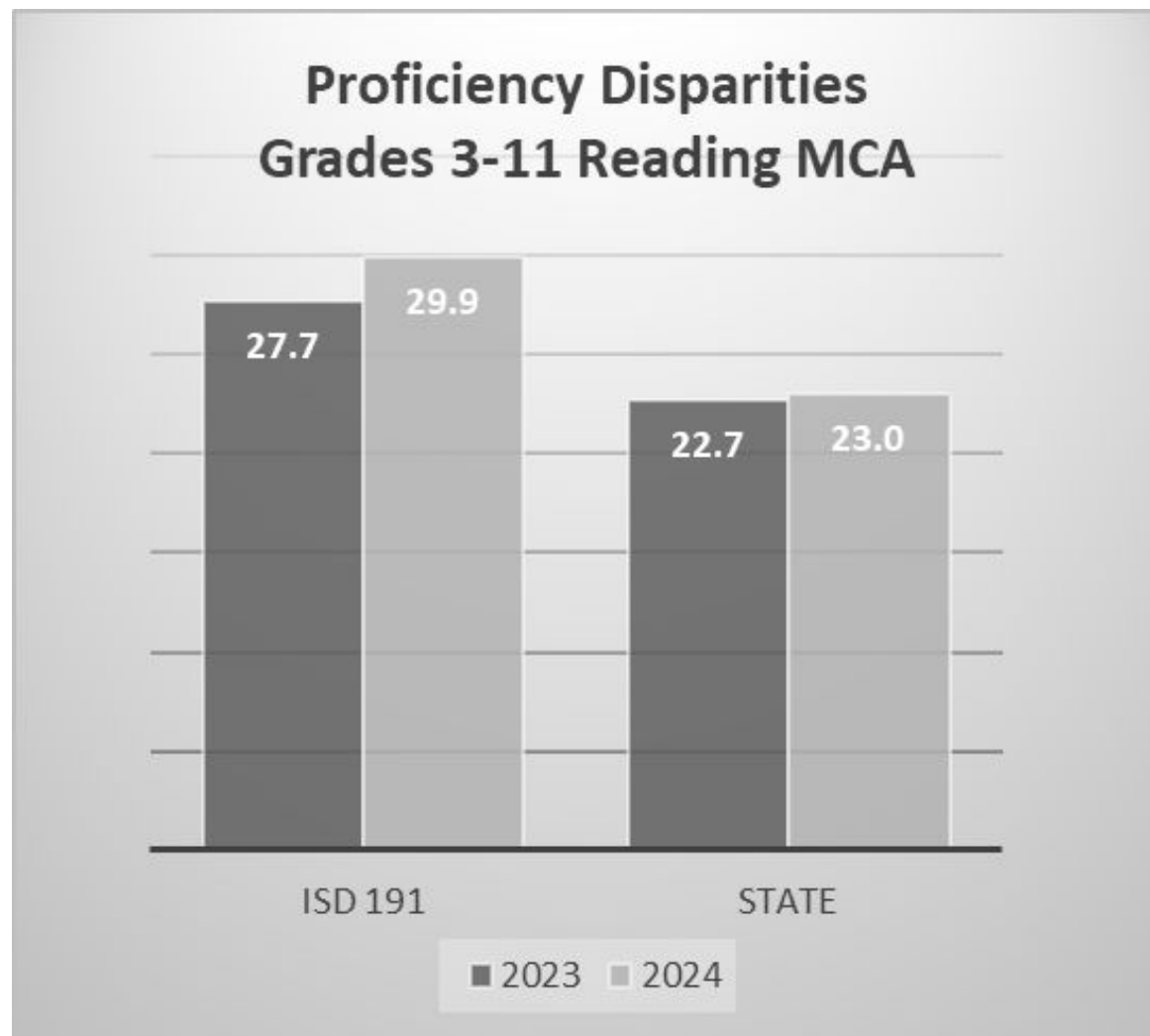
Goal: 20%

Result: 17%

VPK Results: 60%



WBWF - Close Performance Gaps



Reduce proficiency disparities between Black, Indigenous, and People of Color (BIPOC) and White students

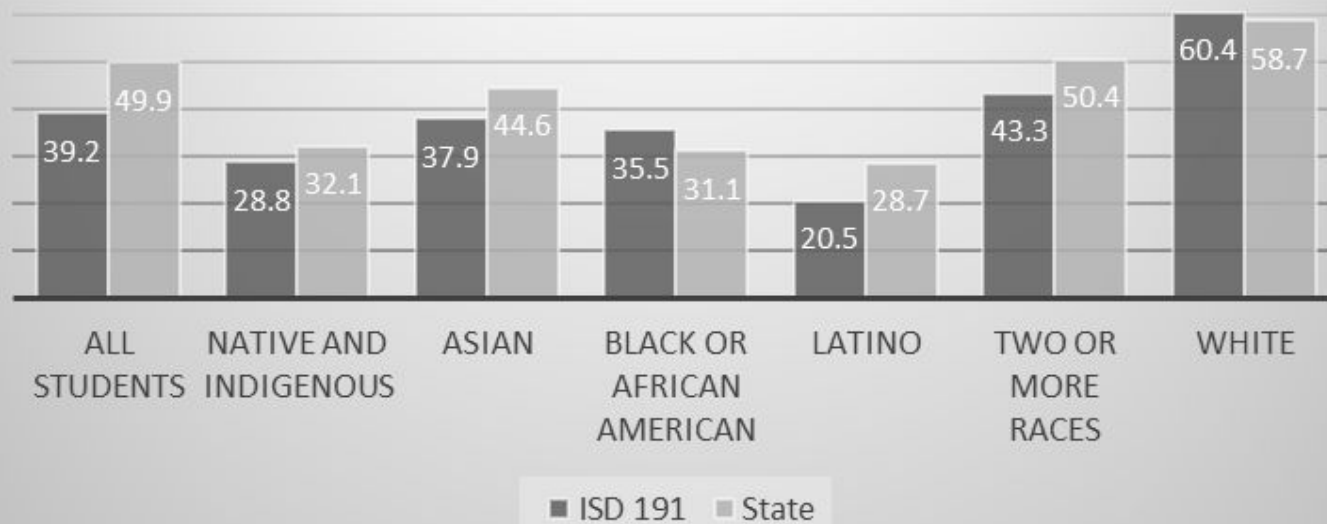
Minnesota Comprehensive Reading Assessment (MCA)

Goal: 18.5%

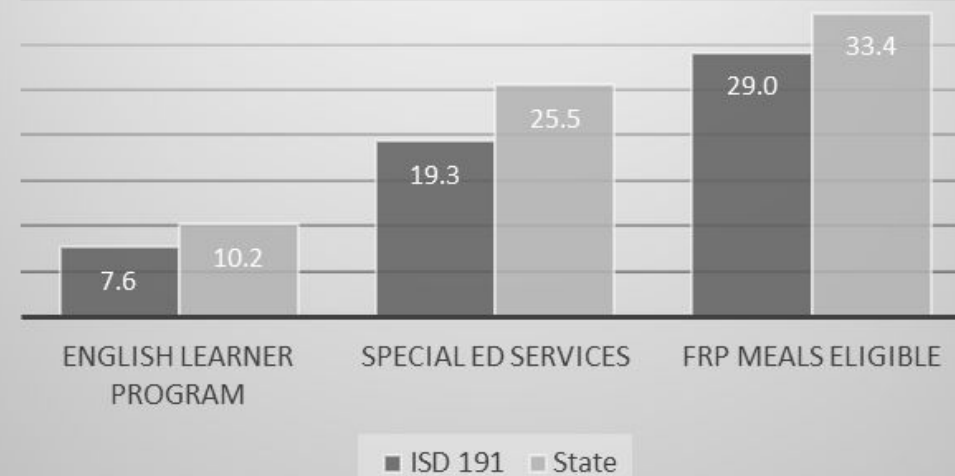
Result: 29.9%

WBWF - Close Performance Gaps

MN Comprehensive Assessment Reading-Spring 2024



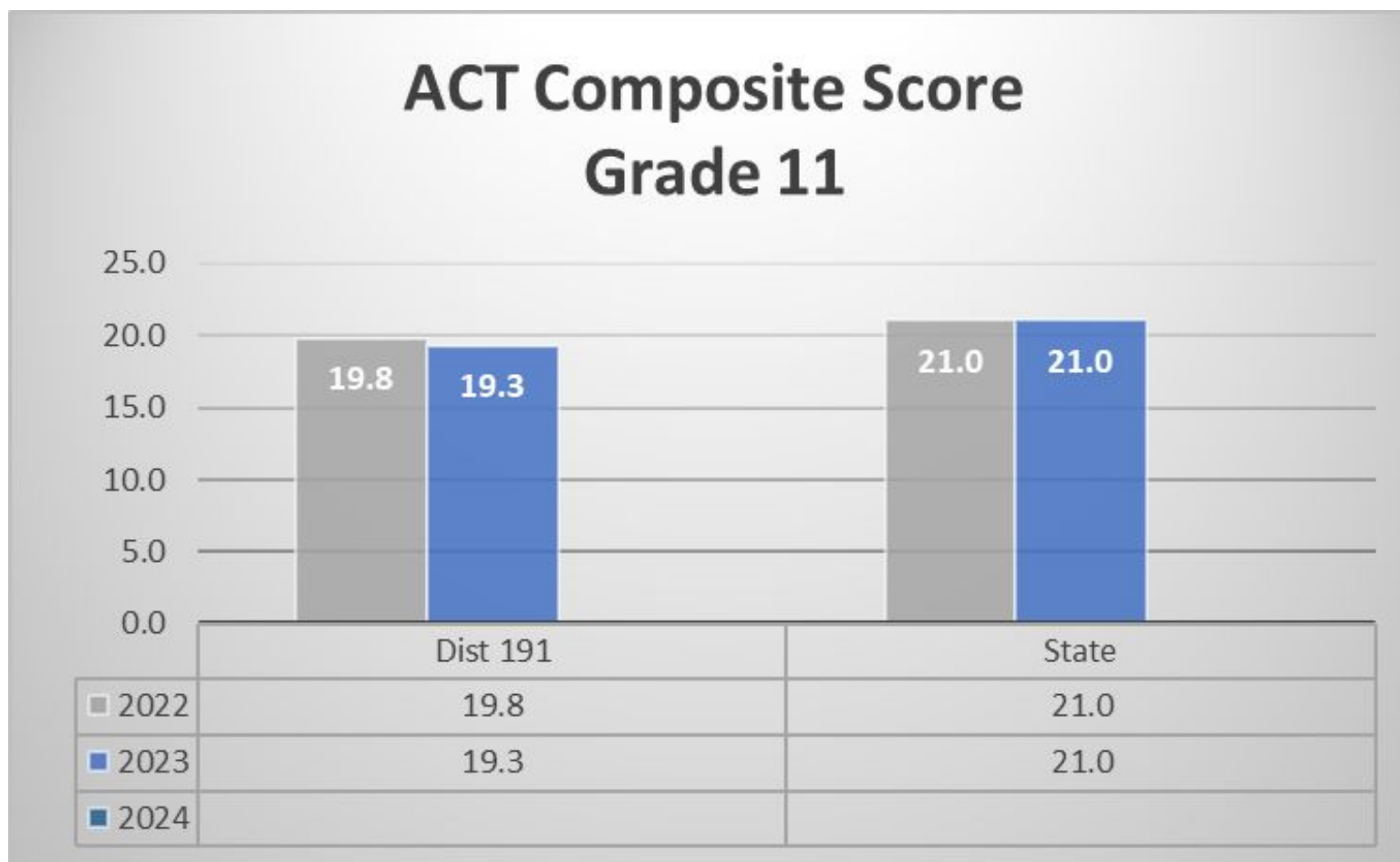
MN Comprehensive Assessment Reading-Spring 2024



WBWF - Career and College Ready

Average ACT composite score for all grade 11 students

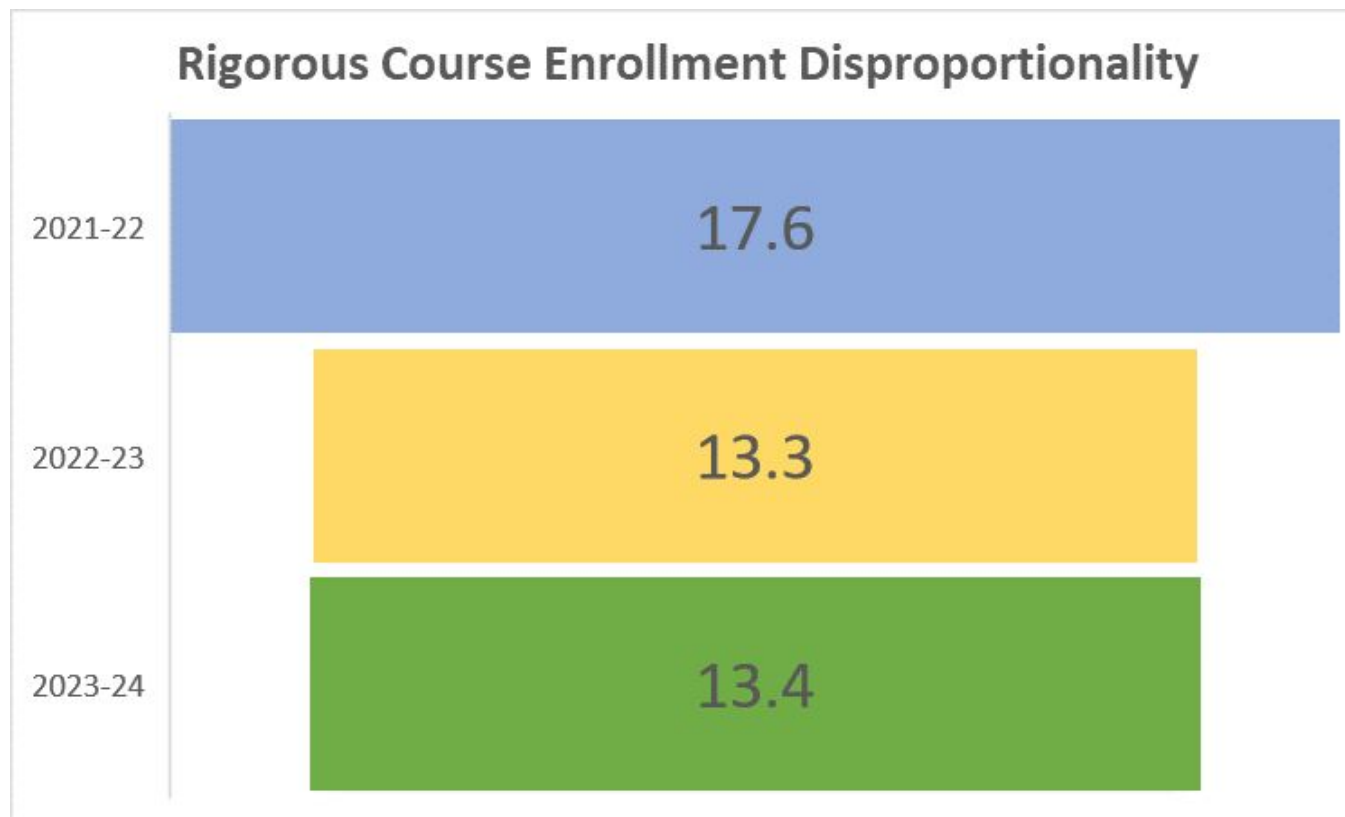
Goal: 20.0% Result: %



A&I - Rigorous Coursework

Reduce disproportionate enrollment in rigorous coursework
course eligible to earn college credit

Goal: 8% Result: 13%

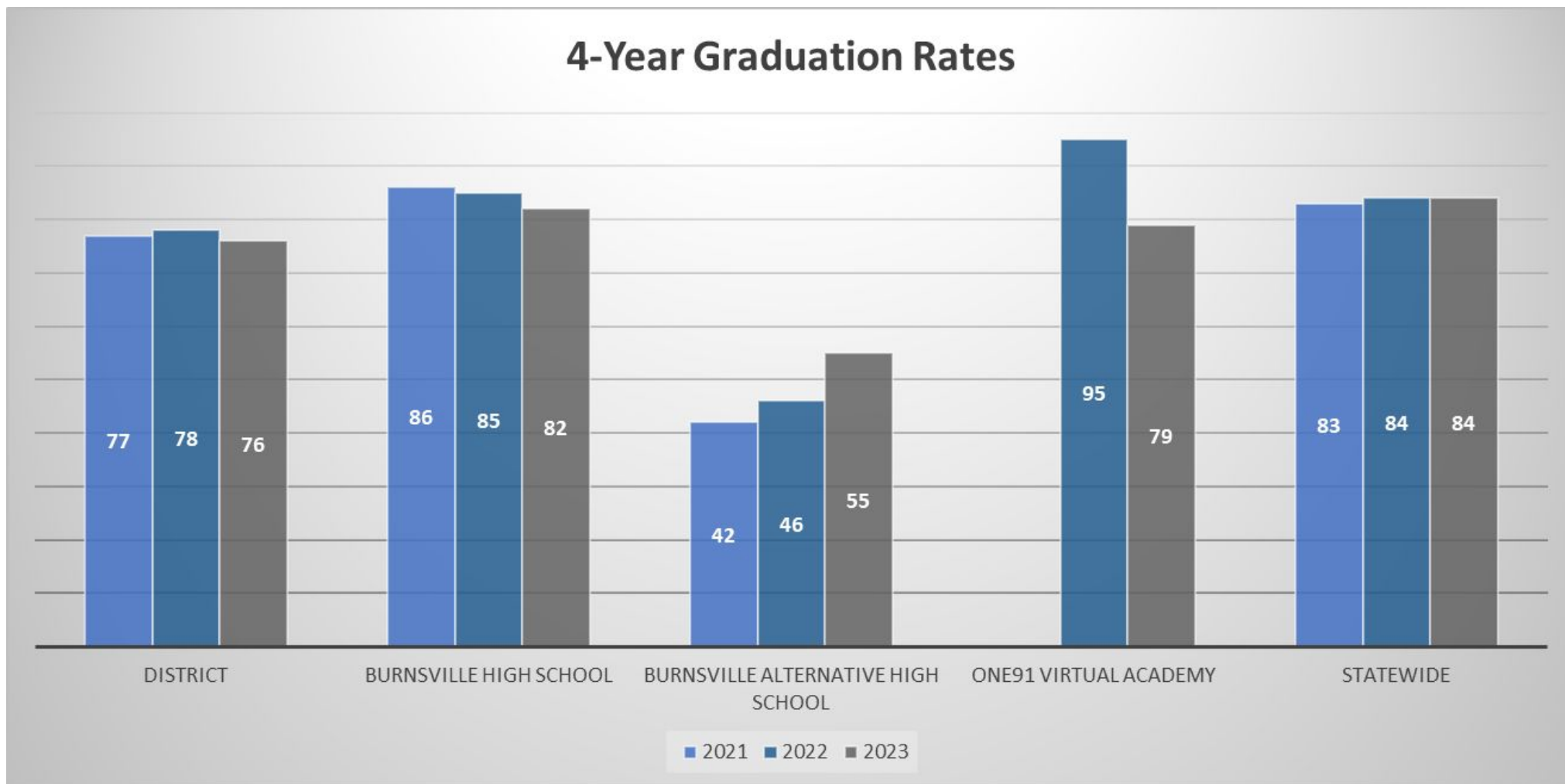


WBWF - All Students Graduate

Increase four-year graduation rate at Burnsville High School

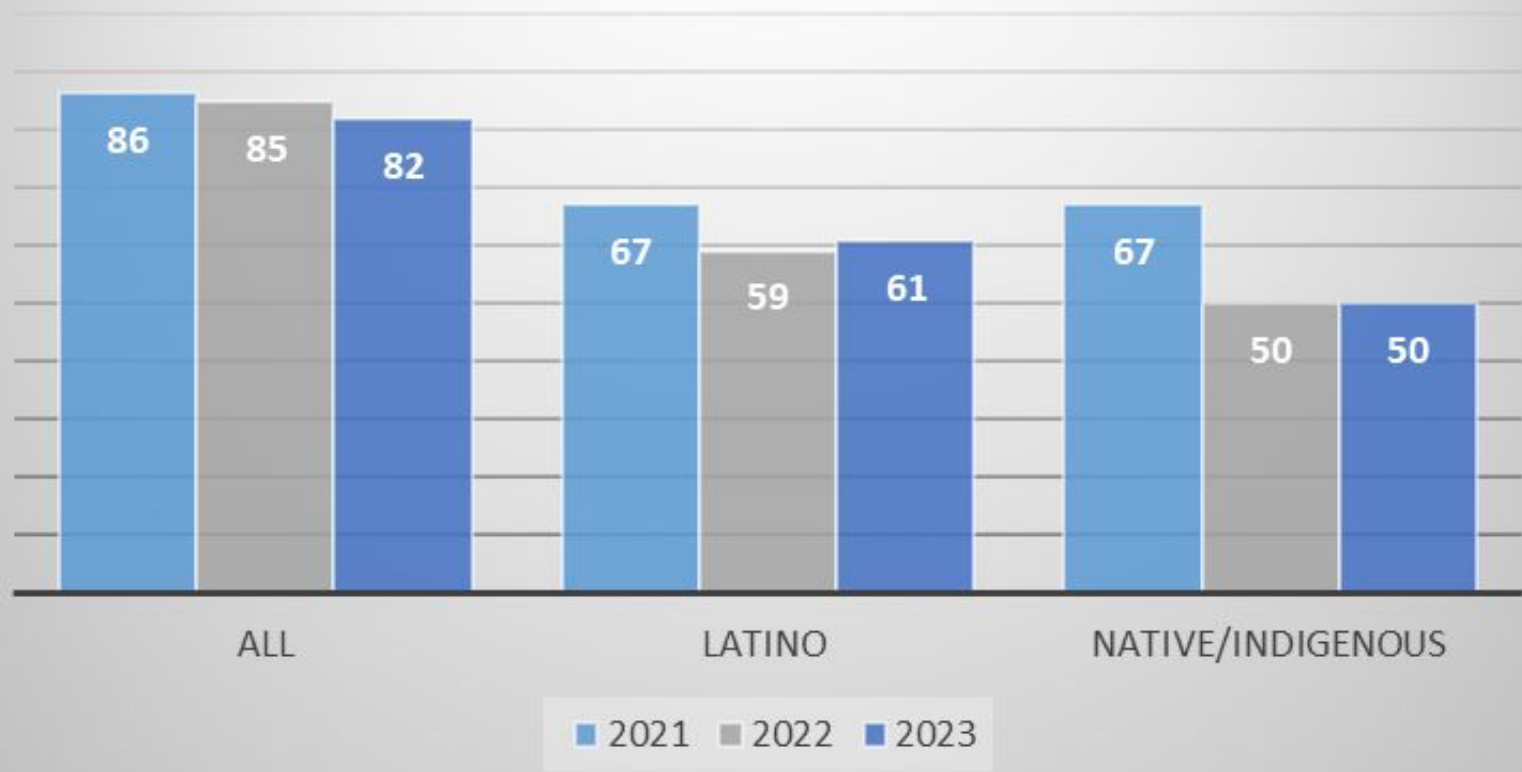
Goal: 88%

Result: 82%



A&I - All Students Graduate

Four Year Graduation Rates



Four-year graduation rate at BHS

All Students
Goal 88%

Result 82%

Latino
Goal: 70%

Result: 61%

Native/Indigenous
Goal: 72%

Result: 50%

Achievement and Integration

Strategy 1: Advancement Via Individual Determination (AVID)

- *AVID Schoolwide: Instruction, Systems, Leadership, and Culture*
- *Eagle Ridge Working towards AVID Demonstration Status*

Strategy 2: Family Partnership & Support

- *Targeted Support for Families provided by Cultural Liaisons & Social Workers*



Strategies and Programming

Achievement and Integration

Strategy 3: Indigenous Student and Family Engagement

- *American Indian Parent Advisory Committee (AIPAC)*
- *District One91 Participating in the Dream Catcher Project*

Strategy 4: Culturally Proficient School Systems

- *System-wide Culturally Responsive Instructional Practices*



Thank You



**Agenda III.B.
October 24, 2024**

To: Board of Education

From: Dr. Chris Bellmont, assistant superintendent, Dr. Salma Hussein and Dr. Carolyn Allston Trenteetun, principals, Megan Gauer-Kloos, student systems leadership specialist, Molly Lynch, literacy specialist, Michelle Henderson, dean, Ferezer Ayalew and James Parham, Students

Date: October 24, 2024

Re: School Report from Gideon Pond Elementary School and Nicollet Middle School

School Reports: Gideon Pond Elementary School and Nicollet Middle School

Dr. Salma Hussein, Principal of Gideon Pond Elementary
Megan Gauer-Kloos, Student Systems Leadership Specialist
Molly Lynch, Literacy Specialist

Dr. Carolyn Allston Trenteetun, Principal of Nicollet Middle School
Michelle Henderson, Dean
Ferezer Ayalew, 8th Grade AVID Student
James Parham, 8th Grade AVID Student

Essential Elements for Cultural Competence

- Assess Culture
- Value Diversity
- Manage the Dynamics of Difference
- Adapt to Diversity
- Institutionalize Cultural Knowledge

The Essential Elements of cultural proficiency provide the standards for individual behavior and organizational practices



Celebrating Culture Through Song: Music Pathways Video



From GP student to GP teacher

**Embracing the journey from
GP student to GP teacher: a
path of growth, love, and
inspiration**



3rd Grader at Gideon Pond



Gustavus Practicum at
Gideon Pond



Mrs. Traetow- 3rd Grade
Teacher at Gideon Pond

Affirming Culture and Fostering Communication: A Path to Success

Mission Statement

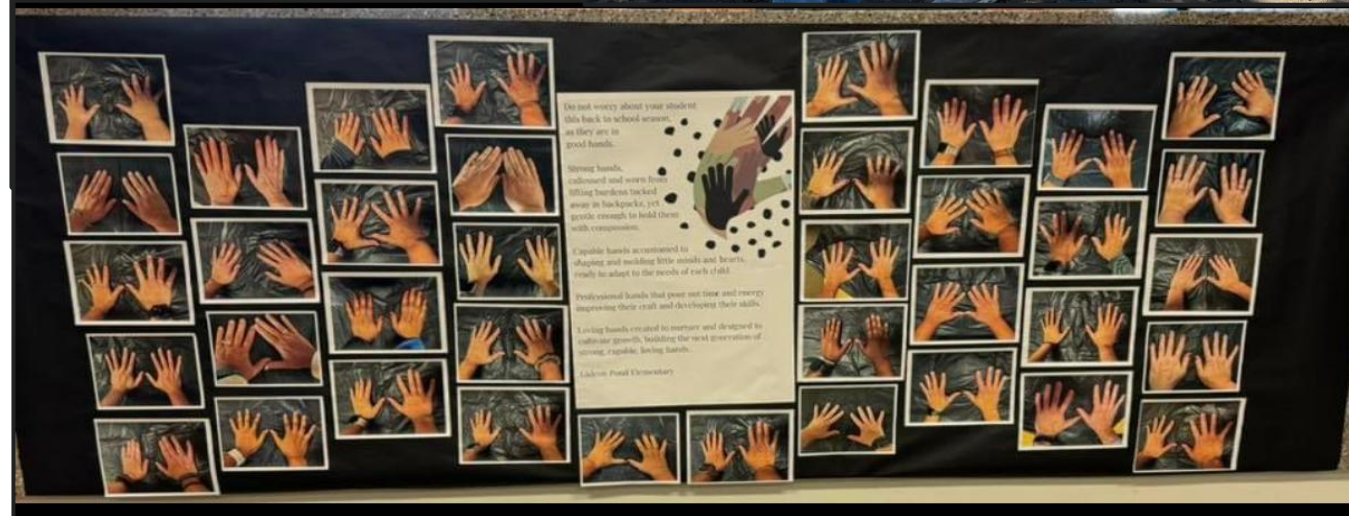
At Gideon Pond, we believe relationships are the foundation of our school. We strive to create a positive, predictable learning environment that supports all community members academically, socially, and emotionally. We achieve this by affirming culture, fostering communication and partnership, and ensuring safety for everyone.

Each Student. **Future Ready.** Community Strong.

At Gideon Pond, we embody the core values of our district:

- **Caring Community**
- **Cultural Proficiency**
- **Future Readiness**
- **Inclusive Partnership**
- **Student Agency**

These values guide our actions and decisions as we work together for the benefit of all.



Affirming Culture and Fostering Communication: A Path to Success

Some of the intentional ways Gideon Pond affirms culture and fosters communication:

- ❖ **Leading with Love:** A commitment to a caring and supportive environment.
- ❖ **Regular Communication with Families:** Consistent updates and engagement with parents.
- ❖ **Strong Conference Attendance:** Encouraging participation in conferences to strengthen relationships.
- ❖ **Active Parent Involvement:**
 - Parents are encouraged to have lunch with their students.
 - Opportunities for parents to volunteer throughout the building.
- ❖ **Cultural Projects:** Students participate in projects that celebrate their individual cultures.
- ❖ **Yearly Multicultural Night:** An event that celebrates all cultures, with active family involvement.
- ❖ **Weekly Newsletter:** Regular updates sent to parents to keep them informed.
- ❖ **Monthly PTO Meetings:** Opportunities for parents to engage with the school community.
- ❖ **Language-Specific Google Meet Meetings:** Facilitated by our amazing cultural liaisons, Cynthia and Maryan, to ensure inclusivity and effective communication.



Gideon Pond Elementary

Learning to be Future Ready

- Students at Gideon Pond gain skills in literacy, math, science, and social studies.
- Research-based interventions are implemented daily (WIN time) to further support students.
- In 2024, **60% of students met or exceeded** expectations on the MCA reading test.



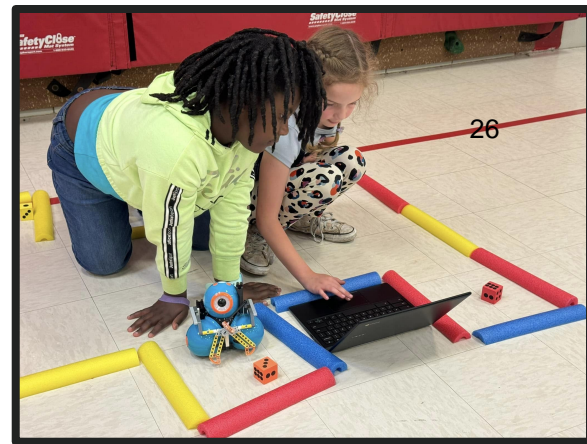
Believe. Belong. Become.

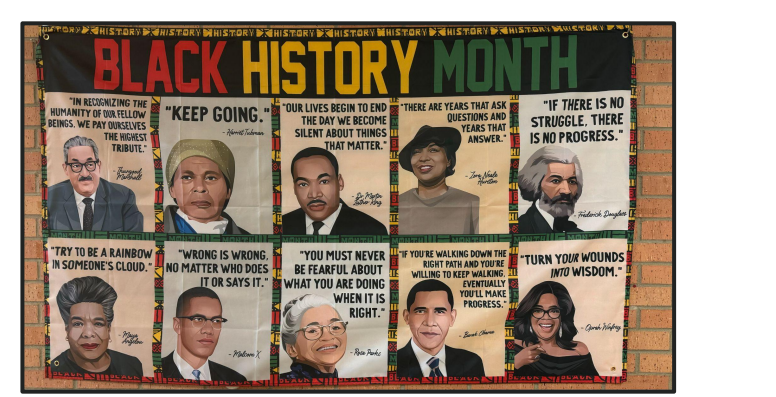
Each Student. Future Ready. Community Strong.

#PondPride #PondProud

Experiencing Pathways

Elementary students experience a variety of pathways. A special experience is the **5th Grade Track Meet**. Other experiences include a field trip to **Orchestra Hall** for 4th grade and learning about band instruments for 5th grade.





Honoring Indigenous History, Culture, and People Every Day

- A land acknowledgment is not only posted in our main entry, but is also read by a student at each PBIS School Assembly and event.
- Our teachers delivered powerful and intentional lessons for Indigenous People's Day, incorporating age-appropriate books.
- We have a whole-school commitment to move from observing to honoring Indigenous peoples, history, and culture.
- We promote local Indigenous events, such as pow wows.
- Holding space for monthly meetings for our Indigenous students
- **Orange Shirt Day**
 - Everyone was encouraged to participate, and many students, staff, and families wore orange and learned about the significance of the day.



Learning to Love our students even better

Workshop Week- Professional Development

- Learned about the Minnesota Paradox, highlighting disparities.
- Anisa Hagi, educator, author, and parent, led a presentation titled "A Walk in My Shoes: Empathy in Parenting and Education."
- Focused on intentional problem-solving and fostering empathy in our interactions with each other, students, and families.

Gideon Pond Equity Team

- A team of Gideon Pond Staff who continuously have open and tough conversations to help increase our cultural awareness and inclusivity.
- We believe ALL students belong and foster a community based on love and compassion!
- We take actions to support our community in responding, adjusting, and honoring our differences.

SYMPATHY VS EMPATHY

o Sympathy:

- **Definition:** Sympathy is feeling pity or sorrow for someone's hardship, but it often keeps an emotional distance.
- **Example:** A parent might say, "I'm sorry you're upset," but without fully engaging with their child's emotions.



www.AnisaHagi.Com

SYMPATHY VS EMPATHY

o Empathy:

- **Definition:** Empathy means truly understanding and sharing someone's feelings, putting yourself in their shoes and validating their experience.
- **Example:** A parent might say, "I know this is hard for you. Let's figure it out together," showing understanding and support.



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GP Partners with Love

Working Agreements

The Seven Norms of Collaborative Work

1. Pausing
2. Paraphrasing
3. Posing questions
4. Putting ideas on the table
5. Providing data
6. Paying attention to self and others
7. Presuming positive intentions



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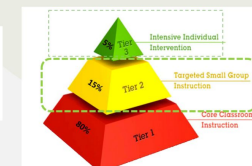
I agree to:

- Uphold Student/Staff Confidentiality
What we say here, stays here unless we agree as a group.
- Plan with a CPSS, trauma- sensitive student centered mindset.
- Go directly to a STAT team member if concerns arise with the support plan.

TIER 1 SUPPORTS Do For All!

and

Tier 2 and Tier 3 SUPPORTS Do For Some! Do For A Few!



At Gideon Pond, we lead with love, embracing Dr. Maya Angelou's wisdom: 'In diversity there is beauty and there is strength.'

Nicollet Middle School

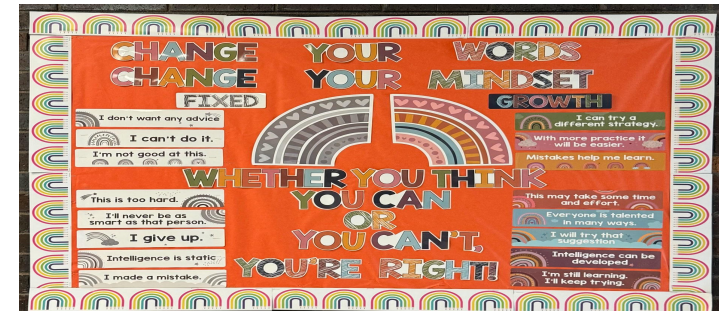
Student Video



Our Priorities for 24/25 SY

- Improve overall student achievement through targeted supports, intentional instructional practices and training for staff
- Increase the feeling of safety for students, families and staff from progressing to vision on the annual district climate survey
- Adjust communication approach between teachers, NMS staff and parents to ensure all communication is ongoing, consistent, proactive and culturally respectful

Improve Overall Achievement



Our Approach

Nicollet Middle School - Approach to Interventions and Supports

Beginning in the 2024-2025 school year, Nicollet will focus our time and resources to support students with showing evidence of grade-level standards mastery. We will be focusing our attention on English Language Arts standards and literacy at this time, which is a research-based approach to support all learners with making progress across all content areas. Our structure of support will mirror the MTSS triangle tiers based on assessment data and student outcomes.

Role	Grade 6	Grade 7	Grade 8
ELA Standard-Focused Interventionists	1 full time teacher Ms. Pokodner	1 full time teacher Ms. Smolke	1 full time teacher Mr. Hansen
Reading Interventionist		1 Full time teacher Ms. Schiet	
Math Interventionist	1 teacher split across NMS based on student needs Ms. Pflipsen		

Collaboration

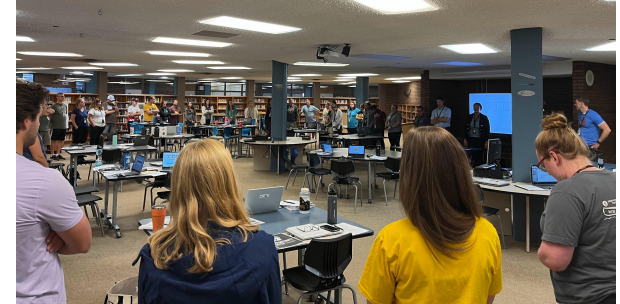
Analysis of Data

Teacher Training and Coaching



Datawise approach to improve instruction

Prioritize Student, Staff and Family Safety



- **Our Approach**

[Staff Video](#)

- **Classroom and Schedule Changes**

- **Consistent Feedback**

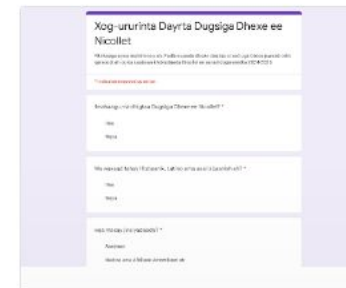
Improve Communication Approach Schoolwide



- **Our Approach**

- **Uplifting our Differences**

- **Culturally Proficient Communication**



NMS Dayrta 2024 Sahank...



Encuesta de Clima Escola...



NMS Fall 2024 Climate Su...

AVID at NMS

Presented by:

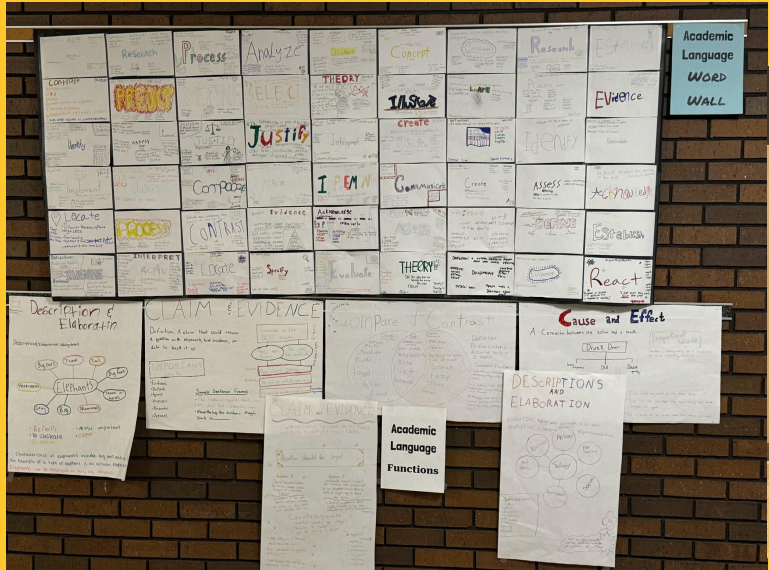
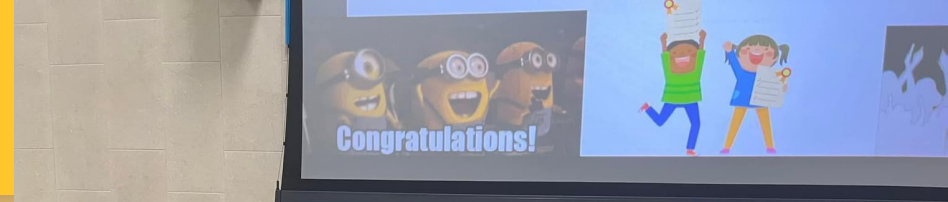
Ferezer Ayalew
&
James Parham



school excellence
isn't based on the
students you **GET**,
but on the
staff you **HAVE**.

unfold
the
soul
heart • humor • humor
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#StartWithTheCROWN





WHAT MATTERS MOST IS CREATING
A SCHOOL WITH AN UNRELENTING
FOCUS ON LEARNING FOR ALL.



-Ken Williams



**Agenda III.C.
October 24, 2024**

To: Board of Education
Dr. Chris Belmont, assistant superintendent

From: Eric Miller, board chair

Date: October 24, 2024

Re: Committee, Board Appointment and School Assignment Reports

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

Board Committee	Board Member(s) Assigned
Legislative	Lesley Chester (Chair), Toni Conner, Anna Werb
Policy Review	Safio Mursal (Chair), Toni Conner, Abigail Alt
Negotiations	Abigail Alt (Chair), Scott Hume, Lesley Chester

Board Assignments	Board Member(s) Assigned
Association of Metropolitan School Districts (AMSD)	Toni Conner (primary) Anna Werb (alternate)
Burnsville Chamber of Commerce Policy Committee	Scott Hume (primary) Safio Mursal (alternate)
ISD 917	Lesley Chester (primary)
Foundation 191	Anna Werb(primary) Abigail Alt (alternate)
MN School Board Association (MSBA)	Scott Hume (primary) Eric Miller (alternate)

Burnsville Festival & Fire Muster	Abigail Alt
MN State HS League (MSHSL)	Eric Miller
Burnsville HS Hall of Fame Committee	Toni Conner

School Assignments

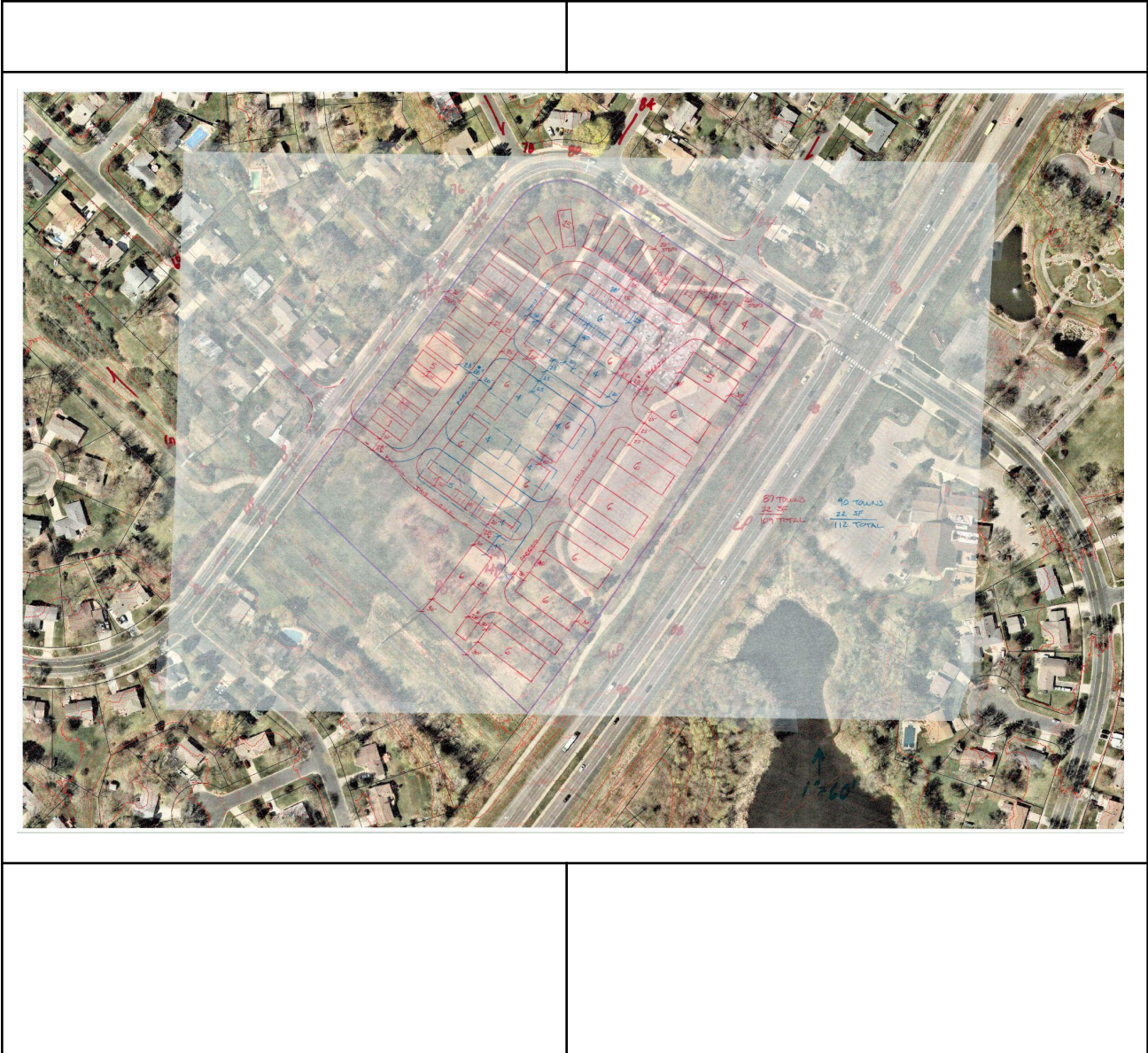
School Name	Board Member Assigned
Burnsville Alternative HS (BAHS)	Scott Hume
Burnsville HS	Lesley Chester
Nicollet Middle School	Abigail Alt
Gideon Pond Elementary	Safio Mursal
Edward Neill Elementary	Eric Miller
Hidden Valley Elementary	Anna Werb
Eagle Ridge Middle School	Toni Conner

October 24, 2024 Board Meeting

Board Members' Questions and Staff Responses regarding BoardBook materials

(Sioux Trail Purchase)

Board Member Question	Staff Response
<p>1. In the Recommendation and Resolution: <i>"Miscellaneous: Buyer acknowledges buying the property "As Is" with no right of reduction in purchase price. District will not enter into any service contacts that can't be terminated within 30 days' notice."</i> Is it service contacts or contracts?</p> <p>2. Please post the Resolution. We currently have the Recommendation posted twice: once as the Recommendation, and once as the Resolution.</p> <p>3. Please present visuals and new facility details including a site plan for the use case of the property.</p>	<p>1. We will update the word contact to contract. We were waiting on the final version from the attorney. The final agreement was updated in the board book and sent to the BOE earlier this week.</p> <p>2. We have uploaded the resolution into the board packet.</p> <p>3. Below is the concept drawing that the developer provided to Burnsville last week to review for zoning purposes. It appears that the initial feedback was positive for the concept as to what the zoning would allow. Another meeting between the developer and Burnsville will occur on Monday to move the process along. As was presented at the closed session they are looking at around 70 detached townhomes around the \$400k price point. This is preliminary as was the Metcalf and DEC projects and will evolve with input from the City, county and other development councils. The developer's project meets the only Open Facility Requirement as passed by the Board to not sell or lease to a competitor for educational purposes. Zach Mahan from M & I will be at the meeting on Thursday.</p>



(Topic)

Board Member Question	Staff Response

(Topic)

Board Member Question	Staff Response

School Board Minutes
 INDEPENDENT SCHOOL DISTRICT 191
 October 10, 2024

The regular meeting of the ISD 191 Board of Education was called to order by Vice-Chair Werb at 6:30 p.m. The meeting was held at Diamondhead Education Center, 200 West Burnsville Parkway, Burnsville, MN, 55337.

Call to Order

Directors Alt, Chester, Conner, Hume, Mursal and Werb were present. Chair Miller was absent. Dr. Theresa Battle, superintendent, Maryam Bradai, student board representative, administrators, staff and members of the public were also present.

Attendance

Vice-Chair Werb welcomed the audience and asked Director Conner to lead the Pledge of Allegiance.

Pledge of Allegiance

Moved by Hume, seconded by Mursal, to approve the agenda. The motion carried unanimously (6,0).

Agenda

Received a report from Maryam Bradai, student representative.

Reports

Received a report from Dr. Theresa Battle, superintendent.

No Board Members reports were received.

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

-Approve the minutes of the September 24, 2024, regular board meeting.
 -Approve personnel recommendations for Natalie Broich, Matthew Cooper, Emma Bromenschenkel, Edevie Maravillas, Dave Maravillas, Marie Hansen, Margaret Challengren, Jessica Northenscald, Anne Poliquin, Lindsay Bonnema, Kelly Cox, Zhann Klymenko, Taylor Ellendson, Steven McGee, Sara Holcombe, Ryan Mokaandu, Rosalyn James, Paulette Thomas, Michael Curley, Megann Lewandowski, Matthew Berg, Kionna Hampton, Jonathan Abrahamson, Jesse Richads, Jeffrey Schwenn, Heidi Smith, Grant Baker, Gabriel Hubbard, Emma Ganion, Emily Ansell, Courtney McDermot, Christine Grissom, Barbara Gierada, Alyssa Gronseth, Allison Mode, Wanyi Xie, Fadumo Nur, Michael Turner, Evan Ziegler, David Berthiaume, William Soderholm, Paul Sczepanski, Paul McDevitt, Juan Reyes, Jordyn Queen, Hector Torres, Hayat Outmane, Hailey Busker, Fiona Chow, Christine Grissom, Chinta Charran, Bounthavy Khamratthanome, Allyssa Gronseth, Diane Lorig
 -Receive a report about the Listening Session on September 24, 2024.
 -Approve Assurance of Compliance Reports
 -Approve, on first and final reading, non-substantive changes to Policies:
 410: *Family and Medical Leave*, 414: *Mandated Reporting of Child Neglect or Physical or Sexual Abuse*, 707: *Transportation of Public School Students*, 708: *Transportation of Nonpublic School Students*, 498: *Political Campaign and Activities*, and 802: *Disposition of Obsolete Equipment and Material*

Consent Agenda
 Minutes
 Personnel
 Recommendation
 Listening Session
 Compliance
 Reports
 Policies

-Approve No Changes to Policy 722: *Public Data Requests*
The motion carried unanimously (6,0).

Moved by Hume, seconded by Mursal, to adopt an Authorizing Resolution to Issue Refunding Bonds. All members voted in favor of adopting the resolution. The motion carried unanimously (6,0).

Moved by Alt, seconded by Conner, to approve the Metropolitan State Income Contract. The motion carried unanimously (6,0).

Moved by Hume, seconded by Mursal, to approve an Application for Preliminary Approval of an Extended Field Trip to Switzerland and Italy. The motion carried unanimously (6,0).

Director Mursal left the meeting.

Moved by Conner, seconded by Hume, to approve on a first reading basis, changes to policies: 416: *Drug and Alcohol Testing*, 418: *Drug Free Workplace/Drug Free School*, 509: *Enrollment of Nonresidents Students* and 515: *Protection and Privacy of Pupil Records*. The motion carried unanimously (5,0).

Moved by Conner, seconded by Chester, to approve on a first reading basis, changes to policies 102: *Equal Educational Opportunity*, 419: *Tobacco Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices* and 609: *Religion and Religious and Cultural Observances*. The motion carried unanimously (5,0).

Director Mursal returned to the meeting.

Moved by Alt, seconded by Conner, to approve Ratification of the 2024-2025 Minnesota Reading to Ensure Academic Development (READ) Act Memorandum of Understanding. The motion carried unanimously (6,0)

Moved by Hume, seconded by Mursal, to approve the Collective Bargaining Agreement with the Information Technology Specialists.

Moved by Conner, seconded by Alt, to move to a closed session, as permitted by Minn. Stat. 13D.05, Subd. 3(d), to receive Safety and Security Updates. In attendance were Aaron Tinklenberg, director of communications, Jason Sellars, director of community services, Sergeant Brent Murray, Burnsville Police Department, Rachel Gorton, director of technology, Theresa Battle, superintendent, Chris Bellmont, assistant superintendent, Directors Chester, Mursal, Hume, Alt, Conner and Vice Chair Werb.

The Closed session started at 7:29 p.m. and ended at 8:53 p.m. and they

Refunding Bonds

Metro State
Contract

Extended Field
Trip

Policies: 416, 418,
509, and 515

Policies: 102, 419,
and 609

READ Act

Collective
Bargaining with
Information
Technology
Specialists

Closed Session on
Safety and
Security

moved back to the open session at 8:53 p.m., where having no further agenda items, Vice Chair Werb adjourned the meeting at 8:53 p.m.

Adjourn

/s/

October 24, 2024

Abigail Alt, Clerk

Date Approved

**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 Administrative Services

DATE: October 24, 2024
RE: Recommended Personnel Changes

CLASSIFICATION	ACTION	NAME	FINAL	LOCATION	POSITION	EFFECTIVE DATE	HOURS / FTE
Certified	Appointment	Toria Collins		WM. Byrne Elementary School	Teacher	10/11/2024	1.0 FTE
Certified	Appointment	Madison Carter	**	Eagle Ridge Middle School	Teacher	08/26/2024	1.0 FTE
Certified	Appointment	Justyne Flogio-Stamper		ECSE Center	Teacher	10/21/2024	1.0 FTE
Certified	Appointment	Jason Mode		WM. Byrne Elementary School	Teacher	10/23/2024	1.0 FTE
Certified	Appointment	Anthony Comer		Burnsville High School	Teacher	10/15/2024	1.0 FTE
Certified	Change of Assignment	Austin Scheuneman	**	Eagle Ridge Middle School	Teacher	08/26/2024	.87 FTE
Certified	Leave of Absence	Molly Walby	**	Hidden Valley Elementary	Teacher	10/26/2024-02/02/2025 *updated	1.0 FTE
Certified	Retirement	William Soderholm		Burnsville High School	Teacher	01/16/2025	1.0 FTE
Classified	Appointment	Tiffany Carson		Burnsville High School	Food Service Associate	10/21/2024	3.75 hours/day
Classified	Appointment	Sabrina Dahl	**	Harriet Bishop Elementary	Peer Leader	Year Round Stipend	.33 FTE Stipend
Classified	Appointment	Nicole Pape		Burnsville High School	Licensed Alcohol and Drug Counselor	10/21/2024	8 hours/day
Classified	Appointment	Monserrat Moreno		Burnsville High School	Food Service Associate	10/21/2024	3.75 hours/day
Classified	Appointment	Krissi Kacmarynski	**	Diamondhead Education Center	Benefit Specialist	10/28/2024	8 hours/day
Classified	Appointment	Kamilah Gobran	**	Burnsville High School	Musical Instrumental- Director	Fall Stipend	1.0 FTE Stipend
Classified	Appointment	Kalley Kupka	**	Burnsville High School	Winter Dance- Assistant Coach	Winter Stipend	.72 FTE Stipend
Classified	Appointment	Jordyn Queen	**	Burnsville High School	Track and Field- Assistant Coach	Spring Stipend	1.0 FTE Stipend
Classified	Appointment	Jacob Loesch	**	Harriet Bishop Elementary	Peer Leader	Year Round Stipend	.66 FTE Stipend
Classified	Appointment	Hafsa Hussein Ali		Burnsville High School	Clerical	10/21/2024	8 hours/day
Classified	Appointment	Faiso Abdile		Edward Neill Elementary	Community Service Associate	10/10/2024	8 hours/day
Classified	Appointment	Emily Miszkiewicz		Gideon Pond Elementary	Educational Assistant	10/21/2024	7.25 hours/day
Classified	Appointment	Desiree Solomon		District-wide	Food Service Manager	10/21/2024	7.5 hours/day
Classified	Appointment	Bryan Dykstra	**	Nicollet Middle School	Wrestling-Head Coach	Winter Stipend	1.0 FTE Stipend
Classified	Appointment	Bahja Maye		Gideon Pond Elementary	Educational Assistant	10/22/2024	7.25 hours/day
Classified	Appointment	Amisha Shah	**	Burnsville High School	Writing Center	Year Round Stipend	1.0 FTE Stipend
Classified	Appointment	Ame Sande		Hidden Valley Elementary	Educational Assistant	10/21/2024	7.25 hours/day
Classified	Appointment	Alexis Gruber	**	Burnsville High School	Winter Dance- Assistant Coach	Winter Stipend	
Classified	Change of Assignment	Faiza Ahmed	**	Gideon Pond Elementary	Educational Assistant	10/21/2024	7.25 hours/day
Classified	Change of Assignment	Ariel Olson	**	Diamondhead Education Center	Human Resources Coordinator	10/28/2024	8 hours/day
Classified	Change of Assignment	Angel Molina	**	District-wide	Custodian Level II	10/28/2024	8 hours/day
Classified	Leave of Absence	Melissa Zavala	**	Hidden Valley Elementary	Food Service Manager	12/16/2024-01/05/2025	7.5 hours/day
Classified	Resignation	Rahmo Omar	**	Sky Oaks Elementary School	Educational Assistant	10/25/2024	6.5 hours/day
Classified	Resignation	Kristy Whatton		District-wide	Community Service Associate	10/25/2024	8 hours/day
Classified	Resignation	Krissi Kacmarynski	**	Diamondhead Education Center	Employment Specialist	10/25/2024	8 hours/day
Classified	Resignation	Cameron Kirksey		Nicollet Middle School	Boys Basketball- Assistant Coach	10/08/2024	.33 FTE Stipend
Classified	Resignation	Axmad Kaahiye		Nicollet Middle School	Boys Basketball- Assistant Coach	10/09/2024	.78 FTE Stipend
Classified	Resignation	Abigail Adkins		Nicollet Middle School	Girls Basketball- Assistant Coach	10/08/2024	1.0 FTE Stipend
Classified	Retirement	James Ashley	**	Eagle Ridge Middle School	Educational Assistant	12/31/2024	7.25 hours/day
	Probationary Release	Karissa Nicholson	**	Sky Oaks Elementary School		10/25/2024	1.0 FTE
	Probationary Release	Gailyn Lamphere	**	Hidden Valley Elementary		10/25/2024	1.0 FTE



Agenda IV.A.3
October 24, 2024

To: Board of Educators
Dr. Theresa Battle, Superintendent

From: Tyler Dehne, Director of Finance

Date: October 14, 2024

Re: August Payroll, Claims and Receipts

Recommendation: That the Board approves August payroll checks in the net amount of \$4,359,192.98. August claims to date, wire transfers and adjustments totaling \$11,309,552.97. Also, that the Board accepts August receipts of \$14,491,282.53 and investments for the General Fund and OPEB of \$94,935,832.52 as of August 31, 2024.

August 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.

TD/mw

**INDEPENDENT SCHOOL DISTRICT 191
FINANCIAL REPORT
August 2024**

Cash Receipts

Receipts	
Miscellaneous Adjustments	<u>\$14,491,282.53</u>

TOTAL AUG CASH RECEIVED	<u><u>\$14,491,282.53</u></u>
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CASH DISBURSEMENTS

Aug Payroll	\$4,359,192.98
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A/P Aug Claims	Checks 493176-493359	\$1,644,973.28
	Virtual Card 6000001762-6000001816	\$926,391.71
	ACH-Emp/Vend 9000006143-9000006212	\$169,815.73

Aug A/P Wires+P-card	\$8,564,982.63
Aug Bank Fees	<u>\$3,389.62</u>

TOTAL AUG CASH DISBURSED	<u><u>\$15,668,745.95</u></u>
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TOTAL TO BE APPROVED	<u><u>\$15,668,745.95</u></u>
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	<u>Money Market</u>	<u>(Original Cost) Investments</u>	<u>8/31/2024</u>
GENERAL FUND	\$17,140,525.75	\$65,637,385.87	\$82,777,911.62
OPEB	\$15,390.25	\$1,624,796.72	\$1,640,186.97
OPEB EQUITY INV	\$158,985.66	\$10,358,748.27	\$10,517,733.93
	<u>\$17,314,901.66</u>	<u>\$76,620,930.86</u>	<u>\$94,935,832.52</u>

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

Burnsville ISD 191 (31134-101 - General Fund)

Type	Holding ID	Settle Date	Maturity	FDIC #	Instrument	Cost	Par-Val/Mat. Val	Lower of Cost/Par	Rate
IS		08/31/2024			IS Balance	\$17,140,525.75	\$17,140,525.75	\$17,140,525.75	51
LTD		08/31/2024			LTD Balance		\$16,110,231.61	\$16,110,231.61	
SDA	SDA-1285862-1	08/31/2024			Savings Deposit Account - MNTrust Term Series-Flex (PenFed LOC)	\$2,377,457.79	\$2,377,457.79	\$2,377,457.79	
SDA	SDA-1348596-1	08/31/2024			Savings Deposit Account - MNTrust Term Series-Flex (VNB)	\$11,876,884.46	\$11,876,884.46	\$11,876,884.46	
CD	CD-1346971-1	03/16/2023	09/10/2024	5214	The First National Bank of Moose Lake	\$233,100.00	\$249,668.17	\$233,100.00	4.741
CD	CD-1355832-1	11/17/2023	11/18/2024	29209	NexBank	\$237,050.00	\$249,872.06	\$237,050.00	5.380
CD	CD-1355833-1	11/17/2023	11/18/2024	34742	EagleBank	\$236,850.00	\$249,890.97	\$236,850.00	5.476
CD	CD-1355834-1	11/17/2023	11/18/2024	1373	BOM Bank	\$236,700.00	\$249,857.49	\$236,700.00	5.550
CD	CD-1357801-1	01/10/2024	01/09/2025	58626	GBank	\$237,500.00	\$249,870.00	\$237,500.00	5.208
CD	CD-1357804-1	01/10/2024	01/09/2025	58263	Global Bank	\$237,800.00	\$249,895.48	\$237,800.00	5.086
CD	CD-1357807-1	01/10/2024	01/09/2025	58716	Third Coast Bank, SSB	\$237,400.00	\$249,896.74	\$237,400.00	5.264
TS	TS-297614-1	04/12/2024	01/15/2025		MN TRUST TERM SERIES	\$3,500,000.00	\$3,633,287.68	\$3,500,000.00	5.000
TS	TS-298488-1	08/23/2024	01/23/2025		MN TRUST TERM SERIES	\$3,000,000.00	\$3,061,744.94	\$3,000,000.00	4.910
CD	CD-1352463-1	08/17/2023	01/27/2025	10344	Schertz Bank & Trust	\$232,550.00	\$249,874.66	\$232,550.00	5.140
CD	CD-1352464-1	08/17/2023	01/27/2025	60269	GREENSTATE CREDIT UNION	\$231,600.00	\$249,892.47	\$231,600.00	5.450
CD	CD-1352465-1	08/17/2023	01/27/2025	5496	Cornerstone Bank	\$231,850.00	\$249,667.88	\$231,850.00	5.268
CD	CD-1352470-1	08/17/2023	01/27/2025	68187	Baxter Credit Union	\$232,300.00	\$249,861.90	\$232,300.00	5.187
TS	TS-296280-1	08/23/2023	01/27/2025		MN TRUST TERM SERIES	\$1,500,000.00	\$1,610,259.87	\$1,500,000.00	5.130
TS	TS-297473-1	03/19/2024	01/27/2025		MN TRUST TERM SERIES	\$2,800,000.00	\$2,919,715.73	\$2,800,000.00	4.970
SEC	SEC-58541-1	02/02/2023	02/03/2025	3511	WELLS FARGO BANK NA	\$248,691.31	\$248,000.00	\$248,000.00	4.355
SEC	SEC-61293-1	08/30/2023	02/28/2025	65722	FREEDOM NORTHWEST CU	\$248,519.78	\$248,000.00	\$248,000.00	5.354
CD	CD-1346973-1	03/16/2023	03/14/2025	4256	First National Bank	\$227,550.00	\$249,866.48	\$227,550.00	4.819
CD	CD-1346975-1	03/16/2023	03/14/2025	14028	First Guaranty Bank	\$227,800.00	\$249,638.84	\$227,800.00	4.800
CD	CD-1346976-1	03/16/2023	03/14/2025	58741	Fieldpoint Private Bank & Trust	\$227,550.00	\$249,610.79	\$227,550.00	4.770
CD	CD-1346978-1	03/16/2023	03/14/2025	4185	First Priority Bank	\$227,550.00	\$249,610.79	\$227,550.00	4.770
SEC	SEC-62444-1	11/30/2023	05/30/2025	66847	EAGLE CMTY CREDIT UNION	\$248,516.34	\$248,000.00	\$248,000.00	5.455
CD	CD-1357805-1	01/10/2024	07/08/2025	57416	Patriot Bank	\$233,050.00	\$249,870.80	\$233,050.00	4.834
CD	CD-1357806-1	01/10/2024	07/08/2025	68430	LATINO COMMUNITY CREDIT UNION	\$232,700.00	\$249,868.39	\$232,700.00	4.941
SEC	SEC-62977-1	01/17/2024	07/17/2025	639	BANK OF NEW YORK MELLON	\$244,507.46	\$244,000.00	\$244,000.00	4.455
SEC	SEC-62982-1	01/17/2024	07/17/2025	65378	MID AMERICAN CREDIT UNIO	\$248,522.79	\$248,000.00	\$248,000.00	4.704
CD	CD-1366312-1	08/08/2024	07/25/2025	57665	Veritex Community Bank	\$239,700.00	\$249,859.60	\$239,700.00	4.407
CD	CD-1366313-1	08/08/2024	07/25/2025	58534	Solera National Bank	\$238,350.00	\$249,858.52	\$238,350.00	5.021
CD	CD-1366596-1	08/15/2024	07/25/2025	68251	UNITED HERITAGE CREDIT UNION	\$239,800.00	\$249,846.12	\$239,800.00	4.445
TS	TS-298471-1	08/21/2024	07/25/2025		MN TRUST TERM SERIES	\$1,000,000.00	\$1,040,745.21	\$1,000,000.00	4.400
CD	CD-1352469-1	08/17/2023	08/18/2025	61093	VIBRANT CREDIT UNION	\$225,550.00	\$249,642.18	\$225,550.00	5.216
SEC	SEC-61291-1	08/25/2023	08/25/2025	66538	CONNEXUS CREDIT UNION	\$248,679.47	\$248,000.00	\$248,000.00	5.206
SEC	SEC-61294-1	08/28/2023	08/28/2025	60784	CALIFORNIA CREDIT UNION	\$243,653.17	\$243,000.00	\$243,000.00	5.257
SEC	SEC-63791-1	03/19/2024	09/19/2025	9396	VALLEY NATL BK WAYNE	\$243,505.19	\$243,000.00	\$243,000.00	4.905
SEC	SEC-63783-1	03/20/2024	09/22/2025	32992	MORGAN STANLEY BANK NA	\$243,508.72	\$243,000.00	\$243,000.00	4.855
SEC	SEC-63784-1	03/20/2024	09/22/2025	34221	MORGAN STANLEY PVT BANK	\$243,508.72	\$243,000.00	\$243,000.00	4.855
SEC	SEC-63788-1	03/21/2024	09/22/2025	3510	BANK OF AMERICA NA	\$243,506.08	\$243,000.00	\$243,000.00	4.855

SEC	SEC-63790-1	03/26/2024	09/26/2025	57512	WESTERN ALLIANCE BANK	\$243,504.94	\$243,000.00	\$243,000.00	4.905
CD	CD-1355830-1	11/17/2023	11/18/2025	35518	The Federal Savings Bank	\$226,100.00	\$249,852.60	\$226,100.00	5.137
CD	CD-1355831-1	11/17/2023	11/18/2025	3887	First National Bank	\$226,950.00	\$249,869.26	\$226,950.00	5.036
TS	TS-297799-1	05/17/2024	11/18/2025		MN TRUST TERM SERIES	\$6,000,000.00	\$6,444,541.65	\$6,000,000.00	4.9152
TS	TS-298044-1	06/21/2024	12/17/2025		MN TRUST TERM SERIES	\$4,000,000.00	\$4,292,120.55	\$4,000,000.00	4.900
CD	CD-1357803-1	01/10/2024	01/12/2026	34607	First Internet Bank of Indiana	\$228,800.00	\$249,859.51	\$228,800.00	4.509
CD	CD-1366311-1	08/08/2024	01/26/2026	24888	WEST VIRGINIA CENTRAL FEDERAL CREDIT UNION	\$234,600.00	\$249,852.38	\$234,600.00	4.427
SEC	SEC-63786-1	03/20/2024	03/20/2026	57565	UBS BANK USA	\$248,684.57	\$248,000.00	\$248,000.00	4.655
SEC	SEC-63789-1	03/20/2024	03/20/2026	27572	COMMUNITY WEST BANK NA	\$248,685.17	\$248,000.00	\$248,000.00	4.605
SEC	SEC-63785-1	03/26/2024	03/26/2026	58311	COMMUNITY BANK DELAWARE	\$244,662.69	\$244,000.00	\$244,000.00	4.656
SEC	SEC-63787-1	03/27/2024	03/27/2026	34603	MVB BANK INC	\$248,684.57	\$248,000.00	\$248,000.00	4.655
CD	CD-1366309-1	08/08/2024	07/27/2026	31840	Financial Federal Bank	\$230,200.00	\$249,898.18	\$230,200.00	4.350
CD	CD-1366310-1	08/08/2024	07/27/2026	57993	ServisFirst Bank	\$229,150.00	\$249,850.26	\$229,150.00	4.592
CD	CD-1366595-1	08/15/2024	07/27/2026	34966	First Capital Bank	\$231,900.00	\$249,925.70	\$231,900.00	3.990
TS	TS-298442-1	08/21/2024	07/27/2026		MN TRUST TERM SERIES	\$1,250,000.00	\$1,345,368.16	\$1,250,000.00	3.950
Sub Totals →						\$64,896,208.97	\$82,777,911.62	\$80,997,099.61	

Totals →						\$64,896,208.97	\$82,777,911.62	\$80,997,099.61	
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Time and Dollar Weighted Average Portfolio Yield: 4.80%

Weighted Average Portfolio Maturity: 236.72 Days

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

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Portfolio Summary

Type	Allocation (%)	Allocation (\$)	Description
SDA	17.21	\$14,254,342.25	SDA Account
CD	8.45	\$6,995,028.22	Certificate of Deposit
TS	29.40	\$24,347,783.79	Term Series
SEC	4.78	\$3,954,627.38	Securities
IS	20.70	\$17,140,525.75	IS Account
LTD	19.46	\$16,110,231.61	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 CAR

Report as of 8/31/2024

PMA Financial Network
 2135 CityGate Lane
 7th Floor
 Naperville, IL 60563 54
 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	Lower of Cost/Par	Rate
MMA	MMA-1360995-1	08/01/2024			MMA Balance	\$15,390.25	\$15,390.25	\$15,390.25	
SEC	SEC-49708-1	11/22/2021	11/15/2024		US TREASURY N/B	\$923,084.96	\$925,000.00	\$923,084.96	0.673
CD	CD-279751-1	01/21/2020	01/21/2025	14445	FARMERS AND MERCHANTS UNION BANK	\$228,200.00	\$248,078.24	\$228,200.00	1.740
CD	CD-1345485-1	12/27/2022	11/17/2025	29657	Great Midwest Bank, S.S.B.	\$222,800.00	\$249,847.31	\$222,800.00	4.196
CD	CD-1345555-1	12/28/2022	11/28/2025	33306	CIBC Bank USA	\$180,000.00	\$201,871.17	\$180,000.00	4.160
Sub Totals →						\$1,569,475.21	\$1,640,186.97	\$1,569,475.21	
Totals →						\$1,569,475.21	\$1,640,186.97	\$1,569,475.21	

Time and Dollar Weighted Average Portfolio Yield: 3.10%

Weighted Average Portfolio Maturity: 190.18 Days

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

Portfolio Summary

Type	Allocation (%)	Allocation (\$)	Description
MMA	0.94	\$15,390.25	MMA Account
SEC	56.18	\$917,086.91	Securities
CD	42.87	\$699,796.72	Certificate of Deposit

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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



**Burnsville ISD 191 OPEB
Investment Review**
August 1 - August 31, 2024

CLIENT
Burnsville ISD 191 OPEB

INCEPTION DATE
11/01/2014

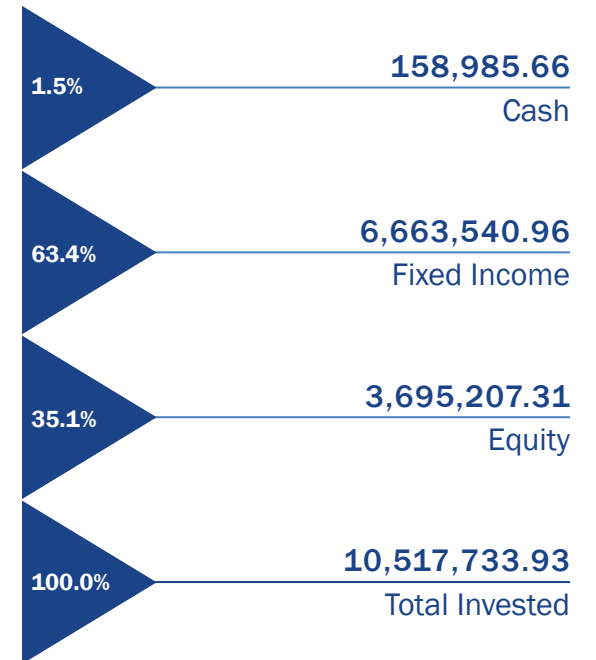
RELATIONSHIP TEAM
Kendra Shelland
Institutional Portfolio
Manager
(612) 509-2579
kshelland@pmanetwork.com

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

PORTFOLIO OVERVIEW

	Value
Beginning Market Value	10,356,098.56
Contributions	0.00
Withdrawals	0.00
Net Investment Income	18,781.52
Unrealized Gain/Loss	142,853.85
Realized Gain/Loss	0.00
Ending Market Value	10,517,733.93

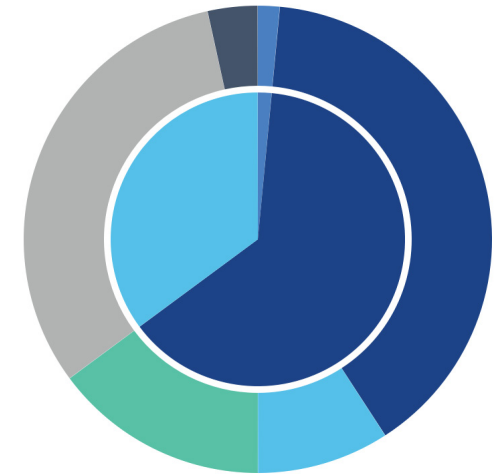
Compliance	Status
As of 08/31/2024	Compliant



INVESTMENT ALLOCATION

Sector	Amount	Allocation	Change	%
Cash				
TOTAL Cash	158,985.66	1.51%	18,781.52	13.40%
Fixed Income				
TOTAL Credit	4,137,993.48	39.34%	45,379.37	1.11%
Funds - Corporate	4,137,993.48	39.34%	45,379.37	1.11%
TOTAL Below Investment Grade	961,759.48	9.14%	9,697.60	1.02%
Funds - Below Investment Grade	961,759.48	9.14%	9,697.60	1.02%
TOTAL Mortgage Backed Security	1,563,788.00	14.87%	15,030.00	0.97%
Funds - MBS	1,563,788.00	14.87%	15,030.00	0.97%
TOTAL Fixed Income	6,663,540.96	63.36%	70,106.97	1.06%
Equity				
TOTAL Domestic Equity	3,332,730.91	31.69%	64,224.08	1.96%
Funds - Large Cap	3,082,870.36	29.31%	68,718.48	2.28%
Funds - Small Cap	249,860.55	2.38%	(4,494.40)	(1.77%)
TOTAL International Equity	362,476.40	3.45%	8,522.80	2.41%
Funds - International	362,476.40	3.45%	8,522.80	2.41%
TOTAL Equity	3,695,207.31	35.13%	72,746.88	2.01%
TOTAL Invested	10,517,733.93	100.00%	161,635.37	1.56%

CURRENT PERIOD ALLOCATION



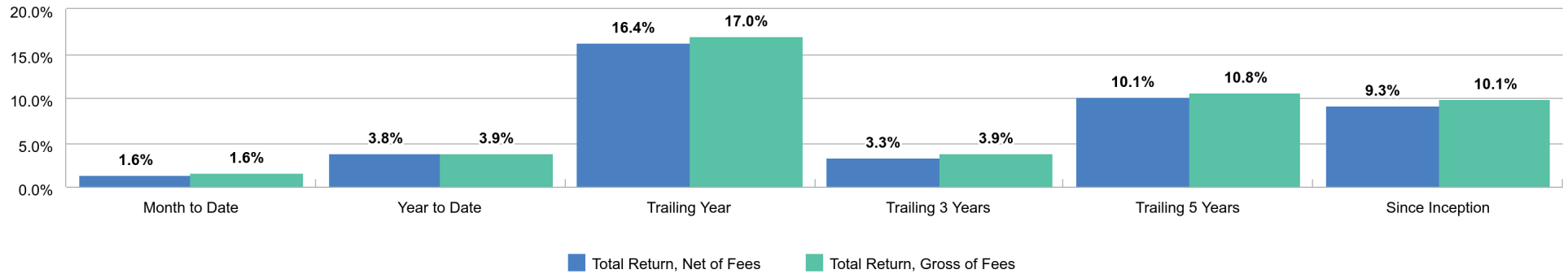
Asset Class

- Cash - 1.5%
- Fixed Income - 63.4%
- Equity - 35.1%

Sector

- Cash - 1.5%
- Credit - 39.3%
- Below Investment Grade - 9.1%
- Mortgage Backed Security - 14.9%
- Domestic Equity - 31.7%
- International Equity - 3.4%

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	1.56%	3.80%	16.38%	3.34%	10.15%	9.29%
Total Return, Gross of Fees	1.60%	3.88%	16.96%	3.86%	10.82%	10.11%

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	158,985.66	1.56%	0.43%	0.01%
Fixed Income	6,663,540.96	63.99%	1.41%	0.89%
Equity	3,695,207.31	34.45%	2.01%	0.70%
Portfolio Total	10,517,733.93	100.00%	1.60%	1.60%



Transaction and Interest Summary

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August 1 - August 31, 2024

Trade Date	Settle Date	Quantity	Security	Ticker	Identifier	Unit Price	Amount	Gain / Loss
Cash								
<i>Management Fee</i>								
08/16/2024	08/16/2024	(4,315.04)	US DOLLAR	USD	CCYUSD	—	(4,315.04)	0.00
—	—	(4,315.04)	Total Management Fee	—	—	—	(4,315.04)	0.00
<i>Money Market Fund Interest</i>								
08/31/2024	08/31/2024	0.00	GOLDMAN:FS GOVT INST	FGTX	38141W273	—	693.17	—
—	—	0.00	Total Money Market Fund Interest	—	—	—	693.17	—
Funds - Corporate								
<i>Equity Dividend</i>								
08/01/2024	08/05/2024	0.00	VANGUARD SH-TM B ETF	BSV	921937827	—	1,129.71	—
08/01/2024	08/05/2024	0.00	VANGUARD TOT BD ETF	BND	921937835	—	11,285.69	—
—	—	0.00	Total Equity Dividend	—	—	—	12,415.40	—
Funds - Below Investment Grade								
<i>Equity Dividend</i>								
08/01/2024	08/06/2024	0.00	ISHARES:IBOXX \$HY CORP	HYG	464288513	—	4,957.95	—
—	—	0.00	Total Equity Dividend	—	—	—	4,957.95	—
Funds - MBS								
<i>Equity Dividend</i>								
08/01/2024	08/05/2024	0.00	VANGUARD MTG-BK IDX ETF	VMBS	92206C771	—	5,030.04	—
—	—	0.00	Total Equity Dividend	—	—	—	5,030.04	—

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	158,292.49	GOLDMAN:FS GOVT INST	AAA	5.17%	08/31/2024	08/31/2024	158,292.49	1.0000	158,292.49	1,311.31	—	5.18%	5.18%
USD	CCYUSD	693.17	Receivable	AAA	0.00%	08/31/2024	08/31/2024	693.17	1.0000	693.17	0.00	—	0.00%	0.00%
—	—	158,985.66	—	AAA	5.15%	—	—	158,985.66	—	158,985.66	1,311.31	—	5.16%	5.16%
Fixed Income														
<i>Mortgage Backed Security</i>														
<i>Funds – MBS</i>														
VMBS	92206C771	33,400.00	VANGUARD MTG-BK IDX ETF	—	—	—	—	1,505,585.16	46.8200	1,563,788.00	10,060.08	3.66%	—	—
—	—	33,400.00	—	NA	—	—	—	1,505,585.16	—	1,563,788.00	10,060.08	3.66%	—	—
<i>Credit</i>														
<i>Funds - Corporate</i>														
BND	921937835	50,403.00	VANGUARD TOT BD ETF	—	—	—	—	3,948,736.76	74.3600	3,747,967.08	22,409.63	3.38%	—	—
BSV	921937827	4,985.00	VANGUARD SH-TM B ETF	—	—	—	—	380,653.11	78.2400	390,026.40	2,209.27	3.02%	—	—
—	—	55,388.00	—	NA	—	—	—	4,329,389.87	—	4,137,993.48	24,618.90	3.34%	—	—
<i>Below Investment Grade</i>														
<i>Funds - Below Investment Grade</i>														
HYG	464288513	12,122.00	ISHARES:IBOXX \$HY CORP	—	—	—	—	931,949.06	79.3400	961,759.48	9,866.43	5.84%	—	—
—	—	12,122.00	—	NA	—	—	—	931,949.06	—	961,759.48	9,866.43	5.84%	—	—
Equity														
<i>Domestic Equity</i>														
<i>Funds - Large Cap</i>														
ESGU	46435G425	24,898.00	ISHARES:ESG A MSCI USA	—	—	—	—	2,924,466.79	123.8200	3,082,870.36	0.00	1.14%	—	—
—	—	24,898.00	—	—	—	—	—	2,924,466.79	—	3,082,870.36	0.00	1.14%	—	—
<i>Funds - Small Cap</i>														

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
VTWO	92206C664	2,809.00	VANGUARD RUS 2000 ID ETF	—	—	—	—	230,007.95	88.9500	249,860.55	0.00	1.34%	—	—
—	—	2,809.00	—	—	—	—	—	230,007.95	—	249,860.55	0.00	1.34%	—	—
<i>International Equity</i>														
<i>Funds - International</i>														
VXUS	921909768	5,720.00	VANGUARD TOT I S ETF	—	—	—	—	351,743.96	63.3700	362,476.40	0.00	2.92%	—	—
—	—	5,720.00	—	—	—	—	—	351,743.96	—	362,476.40	0.00	2.92%	—	—
Total Invested		293,322.66	—	AAA	5.15%	—	—	10,432,128.45	—	10,517,733.93	45,856.72	2.90%	5.16%	5.16%

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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.



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AP Check Register

AP Run: 20240805 VACH — Post Date: 2024-08-05 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/05/2024	9000006143	ACH	Association Of Clerical Employees	904895	AP Merch	408.00
08/05/2024	9000006144	ACH	Burnsville Association of Educational Assistants	909991	AP Merch	1,062.00
08/05/2024	9000006145	ACH	CDW Government Inc	920289-1	AP Merch	64,757.38
08/05/2024	9000006146	ACH	VITAL WorkLife, Inc.	930974	AP Merch	8,645.76
Total:						\$74,873.14

20240805 VACH Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	4	74,873.14
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	4	\$74,873.14

AP Check Register

AP Run: 20240805 VACH FY24 — Post Date: 2024-08-05 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/05/2024	9000006147	ACH	CDW Government Inc	920289-1	AP Merch	787.50
08/05/2024	9000006148	ACH	Multilingual Word Inc	922324	AP Merch	1,000.00
08/05/2024	9000006149	ACH	Teachers On Call	929847	AP Merch	219.54
Total:						\$2,007.04

20240805 VACH FY24 Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	3	2,007.04
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	3	\$2,007.04

AP Check Register

AP Run: 20240809 EACH FY24 — Post Date: 2024-08-09 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/09/2024	9000006150	ACH	Cherep, Nancy M	007805	AP Merch	35.56
08/09/2024	9000006151	ACH	Martinez, Jose A	020999	AP Merch	2,000.00
08/09/2024	9000006152	ACH	McDonald, Patricia A	017146	AP Merch	46.94
08/09/2024	9000006153	ACH	Weiler, Bob M	005573	AP Merch	101.97
Total:						\$2,184.47

20240809 EACH FY24 Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	4	2,184.47
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	4	\$2,184.47

AP Check Register

AP Run: 20240731 Reverse Void — Post Date: 2024-07-31 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
07/31/2024	9000006154	ACH	Jimenez, Karen G	021259	AP Merch	85.00
Total:						\$85.00

20240731 Reverse Void Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	1	85.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	1	\$85.00

AP Check Register

AP Run: 20240815 VACH — Post Date: 2024-08-15 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/15/2024	9000006155	ACH	Carlson, Gerri	929243	AP Merch	954.00
08/15/2024	9000006156	ACH	Casperson, Julie	928973	AP Merch	273.00
08/15/2024	9000006157	ACH	CDW Government Inc	920289-1	AP Merch	9,179.75
08/15/2024	9000006158	ACH	Multilingual Word Inc	922324	AP Merch	500.00
08/15/2024	9000006159	ACH	Nelson, Jared	931190	AP Merch	1,110.00
08/15/2024	9000006160	ACH	Solutran, Inc	928660	AP Merch	2,608.48
08/15/2024	9000006161	ACH	Teachers On Call	929847	AP Merch	3,527.28
Total:						\$18,152.51

20240815 VACH Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	7	18,152.51
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	7	\$18,152.51

AP Check Register

AP Run: 20240816 EACH — Post Date: 2024-08-16 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/16/2024	9000006162	ACH	Busker, Hailey M	020208	AP Merch	24.00
08/16/2024	9000006163	ACH	Cantolla, Kaitlin M	019617	AP Merch	1,000.00
08/16/2024	9000006164	ACH	Cloutier, Dana	016633	AP Merch	85.36
08/16/2024	9000006165	ACH	Deutsch, Matt R	014970	AP Merch	420.83
08/16/2024	9000006166	ACH	Erbes, Sarah L	017283	AP Merch	97.69
08/16/2024	9000006167	ACH	Erickson, Kayla M	020006	AP Merch	124.75
08/16/2024	9000006168	ACH	Funston, Kathy L	017175	AP Merch	4.15
08/16/2024	9000006169	ACH	Green, Jennifer	012474	AP Merch	17.94
08/16/2024	9000006170	ACH	Hartog, Karra L	014710	AP Merch	222.44
08/16/2024	9000006171	ACH	Hubbard, Gabriel T	020507	AP Merch	38.96
08/16/2024	9000006172	ACH	Janey, Karen A	021241	AP Merch	9.18
08/16/2024	9000006173	ACH	Johnson, Brian J	018190	AP Merch	131.99
08/16/2024	9000006174	ACH	Kauffman, Christina	019468	AP Merch	116.31
08/16/2024	9000006175	ACH	Kronabetter, Julie R	016789	AP Merch	457.79
08/16/2024	9000006176	ACH	Lake, David	017436	AP Merch	205.69
08/16/2024	9000006177	ACH	Mohamed Ahmed, Malaz K	020628	AP Merch	328.66
08/16/2024	9000006178	ACH	Niemiec, Alicia	013692	AP Merch	149.41
08/16/2024	9000006179	ACH	Nordeen, Denise M	020415	AP Merch	116.58
08/16/2024	9000006180	ACH	O'Laughlin, John M	020956	AP Merch	152.89
08/16/2024	9000006181	ACH	Ontiveros, Eddieca	019147	AP Merch	67.99

AP Check Register

AP Run: 20240816 EACH — Post Date: 2024-08-16 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/16/2024	9000006182	ACH	Pearson, Genevieve L	019994	AP Merch	292.00
08/16/2024	9000006183	ACH	Sellars, Jason A	019217	AP Merch	23.70
08/16/2024	9000006184	ACH	Smith, Tracy J	014671	AP Merch	260.50
08/16/2024	9000006185	ACH	Spaulding, Sheila J	018536	AP Merch	10.99
08/16/2024	9000006186	ACH	Tarnofsky, John J	020438	AP Merch	28.01
08/16/2024	9000006187	ACH	Thomas, John S	020221	AP Merch	36.44
08/16/2024	9000006188	ACH	Voigt, Pamela M	017183	AP Merch	765.28
08/16/2024	9000006189	ACH	Zyskowski, Karly M	021041	AP Merch	111.15
Total:						\$5,300.68

20240816 EACH Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	28	5,300.68
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	28	\$5,300.68

AP Check Register

AP Run: 20240829 VACH — Post Date: 2024-08-29 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/29/2024	9000006190	ACH	Association Of Clerical Employees	904895	AP Merch	408.00
08/29/2024	9000006191	ACH	Burnsville Association of Educational Assistants	909991	AP Merch	1,062.00
08/29/2024	9000006192	ACH	CDW Government Inc	920289-1	AP Merch	59,203.36
08/29/2024	9000006193	ACH	Nelson, Jared	931190	AP Merch	1,260.00
08/29/2024	9000006194	ACH	Teachers On Call	929847	AP Merch	220.03
Total:						\$62,153.39

20240829 VACH Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	5	62,153.39
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	5	\$62,153.39

AP Check Register

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AP Run: 20240829 EACH — Post Date: 2024-08-29 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/29/2024	9000006195	ACH	Battle, Theresa F	019927	AP Merch	500.00
08/29/2024	9000006196	ACH	Bellmont, Chris	014183	AP Merch	200.00
08/29/2024	9000006197	ACH	Bohr, Jennifer L	009302	AP Merch	80.88
08/29/2024	9000006198	ACH	Christy, Danielle H	014966	AP Merch	106.82
08/29/2024	9000006199	ACH	Coleman, Colleen M	013413	AP Merch	144.32
08/29/2024	9000006200	ACH	Dehne, Tyler	020322	AP Merch	200.00
08/29/2024	9000006201	ACH	Droege, Sheryl L	015240	AP Merch	45.00
08/29/2024	9000006202	ACH	Funston, Kathy L	017175	AP Merch	14.99
08/29/2024	9000006203	ACH	Gorton, Rachel	016735	AP Merch	200.00
08/29/2024	9000006204	ACH	Harrold, Stacey L	011361	AP Merch	1,108.00
08/29/2024	9000006205	ACH	Henderson, Michelle A	018025	AP Merch	1,705.95
08/29/2024	9000006206	ACH	Kibler, Jeanne	014479	AP Merch	37.45
08/29/2024	9000006207	ACH	Ness, Karen M	016501	AP Merch	97.82
08/29/2024	9000006208	ACH	Sellars, Jason A	019217	AP Merch	18.85
08/29/2024	9000006209	ACH	Sovine, Stacey	017487	AP Merch	200.00
08/29/2024	9000006210	ACH	Tesmer, Russell	013441	AP Merch	169.68
08/29/2024	9000006211	ACH	Thomas, Jessica	018031	AP Merch	114.74

AP Check Register

AP Run: 20240829 EACH — Post Date: 2024-08-29 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/29/2024	9000006212	ACH	Tinklenberg, Aaron D	017462	AP Merch	200.00
Total:						\$5,144.50

20240829 EACH Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	18	5,144.50
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	18	\$5,144.50

AP Check Register

Fund	Total
01 - General	151,517.98
02 - Food Service	1,504.98
04 - Community Service	5,623.53
22 - Internal Service - Health Insurance	11,254.24
	\$169,900.73

AP Check Register

AP Run: 20240724 AP FY24 — Post Date: 2024-07-24 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
07/24/2024	493350	Check	Amezcuca, Mariel	501110	AP Merch	289.52
07/24/2024	493351	Check	Anderson, Bruce	500141	AP Merch	244.20
07/24/2024	493352	Check	Anderson, Jeremy	500463	AP Merch	295.68
07/24/2024	493353	Check	Bird-Wright, Krista	500734	AP Merch	290.40
07/24/2024	493354	Check	Brew, Michelle	906122	AP Merch	286.88
07/24/2024	493355	Check	Brewers, Marie	501282	AP Merch	279.84
07/24/2024	493356	Check	Brooks, Megan	501112	AP Merch	283.36
07/24/2024	493357	Check	Haile, Rahel	501292	AP Merch	250.00
07/24/2024	493358	Check	Hansen, Rachel	500177	AP Merch	295.68
Total:						\$2,515.56

20240724 AP FY24 Summary

Type	Count	Amount
Regular	9	2,515.56
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	9	\$2,515.56

AP Check Register

AP Run: 20240809 AP — Post Date: 2024-08-09 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/09/2024	493176	Check	Advanced Commercial Kitchens	930100	AP Merch	9,990.74
08/09/2024	493177	Check	Advanced Imaging Solutions	928551-1	AP Merch	5,924.63
08/09/2024	493178	Check	ArtEduTC LLC	930270	AP Merch	709.50
08/09/2024	493179	Check	Audio Logic Systems	926245	AP Merch	50.00
08/09/2024	493180	Check	Bix Produce Company	900477	AP Merch	818.74
08/09/2024	493181	Check	Burnsville Savage Lions Club	924379	AP Merch	20.00
08/09/2024	493182	Check	Carrier Corporation	900707-1	AP Merch	9,454.10
08/09/2024	493183	Check	Cengage Learning Inc/Gale	903622-2	AP Merch	50.00
08/09/2024	493184	Check	CESO Communications LLC	930130	AP Merch	2,125.00
08/09/2024	493185	Check	Conquer Ninja Athletics	929462-2	AP Merch	140.00
08/09/2024	493186	Check	Cottens NAPA Main Office	929846	AP Merch	59.07
08/09/2024	493187	Check	Curriculum K12 Partners Inc.	930474	AP Merch	1,500.00
08/09/2024	493188	Check	Dehmer/Central Fire Protection	931240	AP Merch	4,022.00
08/09/2024	493189	Check	Derau Construction LLC	929211	AP Merch	40,945.85
08/09/2024	493190	Check	Dewald, Rina C	920524	AP Merch	420.00
08/09/2024	493191	Check	Electro Watchman Inc	901078	AP Merch	3,289.80
08/09/2024	493192	Check	Fedex	901463	AP Merch	11.41
08/09/2024	493193	Check	Greenspring Media LLC	931245	AP Merch	1,197.50
08/09/2024	493194	Check	Groves Learning Organization	922990	AP Merch	20,122.50

AP Check Register

AP Run: 20240809 AP — Post Date: 2024-08-09 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/09/2024	493195	Check	Hamline University Athletics	909752-1	AP Merch	500.00
08/09/2024	493196	Check	Heartland Tire, Inc.	930160	AP Merch	90.01
08/09/2024	493197	Check	Hiller Commercial Floors	905805	AP Merch	9,273.69
08/09/2024	493198	Check	Imperial Dade	904186-1	AP Merch	15,144.71
08/09/2024	493199	Check	Infinite Health Collaborative, PA	930472	AP Merch	180.00
08/09/2024	493200	Check	International Gymnastics of MN LLC	926911	AP Merch	1,556.80
08/09/2024	493201	Check	Johnson Controls Fire Protection LP	903587	AP Merch	47,727.48
08/09/2024	493202	Check	Kraus-Anderson Ins Agency Inc	902102	AP Merch	16,047.00
08/09/2024	493203	Check	Lamprecht, John	928748	AP Merch	54.00
08/09/2024	493204	Check	Luther College	928387	AP Merch	150.00
08/09/2024	493205	Check	Master Automotive Tire & Quick Lube	928612	AP Merch	84.31
08/09/2024	493206	Check	Midwest Educational Consultants Inc	927440	AP Merch	5,500.00
08/09/2024	493207	Check	Mission Filtration	931116	AP Merch	1,010.56
08/09/2024	493208	Check	MTI Distributing Inc	902544	AP Merch	1,373.89
08/09/2024	493209	Check	National Raisin Company	931232	AP Merch	4,151.84
08/09/2024	493210	Check	NCPERS Group Life Ins	908769	AP Merch	32.00
08/09/2024	493211	Check	Nelson, Varinia	931189	AP Merch	490.00
08/09/2024	493212	Check	Office Systems And Design Inc	926881	AP Merch	5,465.38
08/09/2024	493213	Check	Ona, Katherine	501314	AP Merch	347.70

AP Check Register

AP Run: 20240809 AP — Post Date: 2024-08-09 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/09/2024	493214	Check	OPG-3 Inc	924471	AP Merch	205.00
08/09/2024	493215	Check	Perez, Melissa M	924879	AP Merch	1,440.00
08/09/2024	493216	Check	Peterson Farms Fresh Inc	930338	AP Merch	11,919.36
08/09/2024	493217	Check	Pothini, Seema	925931	AP Merch	1,000.00
08/09/2024	493218	Check	PowerSchool Group LLC	930296	AP Merch	31,680.00
08/09/2024	493219	Check	ProTraxx	929852	AP Merch	36,788.70
08/09/2024	493220	Check	RAK Construction Inc	929749	AP Merch	14,929.00
08/09/2024	493221	Check	Regents of The University of Minnesota	908798-12	AP Merch	2,000.00
08/09/2024	493222	Check	Riverview Law Office PLLC	931229	AP Merch	443.41
08/09/2024	493223	Check	School Services Employees Local 284	907382	AP Merch	2,744.03
08/09/2024	493224	Check	Second Harvest Heartland	928183	AP Merch	705.35
08/09/2024	493225	Check	Smart Care Equipment Solutions	929900	AP Merch	1,578.93
08/09/2024	493226	Check	St Paul Beverage Solutions, LLC	930156	AP Merch	515.44
08/09/2024	493227	Check	Star Tribune	909180	AP Merch	155.76
08/09/2024	493228	Check	Texthelp Inc	928997	AP Merch	23,202.77
08/09/2024	493229	Check	Total Entertainment/Kidsdance	930658	AP Merch	600.00
08/09/2024	493230	Check	Total Filtration Services Inc	922123-1	AP Merch	162.59
08/09/2024	493231	Check	TPS Consulting LLC	929807	AP Merch	109,082.00
08/09/2024	493232	Check	Tri-State Bobcat	924444	AP Merch	25.20

AP Check Register

AP Run: 20240809 AP — Post Date: 2024-08-09 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/09/2024	493233	Check	University Of Wisconsin-Osh Kosh	903666-2	AP Merch	300.00
08/09/2024	493234	Check	Upper Lakes Foods Inc	929826	AP Merch	6,545.46
08/09/2024	493235	Check	utilityenergy systems	928965	AP Merch	2,043.30
08/09/2024	493236	Check	Viking Electric Supply Inc	904243	AP Merch	3,148.17
08/09/2024	493237	Check	Xcel Energy	902776	AP Merch	12,441.06
08/09/2024	493238	Check	Xello Inc.	930455	AP Merch	19,905.24
08/09/2024	493239	Check	Youth Enrichment League	924245	AP Merch	621.50
Total:						\$494,212.48

20240809 AP Summary

Type	Count	Amount
Regular	64	494,212.48
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	64	\$494,212.48

AP Check Register

AP Run: 20240816 AP FS — Post Date: 2024-08-16 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/16/2024	493240	Check	US Postmaster USPS	904153-1	AP Merch	5,435.35
Total:						\$5,435.35

20240816 AP FS Summary

Type	Count	Amount
Regular	1	5,435.35
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	1	\$5,435.35

AP Check Register

AP Run: 20240816 AP — Post Date: 2024-08-16 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/16/2024	493241	Check	A.J. Moore Electric Inc	928491	AP Merch	5,856.84
08/16/2024	493242	Check	ACI Asphalt & Concrete LLC	931185	AP Merch	4,739.96
08/16/2024	493243	Check	Aqua Engineering Inc	900106	AP Merch	1,098.95
08/16/2024	493244	Check	Bix Produce Company	900477	AP Merch	3,790.25
08/16/2024	493245	Check	Blick Art Materials	900172-1	AP Merch	2,326.42
08/16/2024	493246	Check	CESO HR, LLC	930763	AP Merch	3,125.00
08/16/2024	493247	Check	CESO Transportation LLC	930220	AP Merch	16,177.08
08/16/2024	493248	Check	City of Savage - Utilities	909588	AP Merch	4,341.84
08/16/2024	493249	Check	Comcast	926565-1	AP Merch	5,203.13
08/16/2024	493250	Check	COR Robotics LLC	931017	AP Merch	320.00
08/16/2024	493251	Check	CST MN	929862	AP Merch	4,994.84
08/16/2024	493252	Check	Dialog One LLC	927732	AP Merch	208.50
08/16/2024	493253	Check	Digital Insurance, LLC	929385	AP Merch	6,250.00
08/16/2024	493254	Check	Eagle Printing & Graphics	931024	AP Merch	2,526.73
08/16/2024	493255	Check	EcoElsa LLC	930458	AP Merch	88.00
08/16/2024	493256	Check	Educators Benefit Consultants LLC	926262-1	AP Merch	830.34
08/16/2024	493257	Check	Enchanted Forests Inc	931205	AP Merch	18,500.00
08/16/2024	493258	Check	Farmington High School	902495-1	AP Merch	230.00
08/16/2024	493259	Check	Fastenal	923054-1	AP Merch	96.04
08/16/2024	493260	Check	Field Environmental Consulting Inc	926109	AP Merch	2,750.00

AP Check Register

AP Run: 20240816 AP — Post Date: 2024-08-16 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/16/2024	493261	Check	Hanuschak, Oksana	930258	AP Merch	160.00
08/16/2024	493262	Check	Hastings Bus Company	907139	AP Merch	3,540.09
08/16/2024	493263	Check	Hastings High School	902281-1	AP Merch	120.00
08/16/2024	493264	Check	Imperial Dade	904186-1	AP Merch	5,413.13
08/16/2024	493265	Check	Ind School Dist 199	901907	AP Merch	200.00
08/16/2024	493266	Check	Ingina LLC	929246	AP Merch	1,430.00
08/16/2024	493267	Check	Jensen, Jessica	501317	AP Merch	30.00
08/16/2024	493268	Check	Jim Eischen Designs LLC	931256	AP Merch	600.00
08/16/2024	493269	Check	John's Sewer And Drain Cleaning Inc	928929	AP Merch	250.00
08/16/2024	493270	Check	Johnson Controls Fire Protection LP	903587	AP Merch	258.00
08/16/2024	493271	Check	Kafka, Kim	931092	AP Merch	201.10
08/16/2024	493272	Check	Lakeville North High School	902673-2	AP Merch	155.00
08/16/2024	493273	Check	Lakeville South High School	902673-13	AP Merch	800.00
08/16/2024	493274	Check	Mark's Towing Inc	930420	AP Merch	111.10
08/16/2024	493275	Check	Marshall Public Schools	907356	AP Merch	300.00
08/16/2024	493276	Check	Marshall, James	908647	AP Merch	50.00
08/16/2024	493277	Check	MEI Total Elevator Solutions	908999-1	AP Merch	4,760.34
08/16/2024	493278	Check	Mekonnen, Selamawit	501315	AP Merch	139.30
08/16/2024	493279	Check	Midwest Blinds	927063	AP Merch	134.00

AP Check Register

AP Run: 20240816 AP — Post Date: 2024-08-16 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/16/2024	493280	Check	Minnesota High School Volleyball Showcase LLC	931251	AP Merch	290.00
08/16/2024	493281	Check	Minnesota Valley Electric Cooperative	907448	AP Merch	15,416.12
08/16/2024	493282	Check	MN Dept of Labor and Industry	907914-2	AP Merch	200.00
08/16/2024	493283	Check	N2Y LLC	904156	AP Merch	8,794.83
08/16/2024	493284	Check	Nelson, Kristi Kay	930378	AP Merch	280.00
08/16/2024	493285	Check	New Dominion School	924335	AP Merch	1,564.74
08/16/2024	493286	Check	Norcostco Inc	902765	AP Merch	764.50
08/16/2024	493287	Check	Northern Tool & Equipment	902861-2	AP Merch	58.37
08/16/2024	493288	Check	Office Systems And Design Inc	926881	AP Merch	389.00
08/16/2024	493289	Check	Overhead Door Company Of The Northland	903695	AP Merch	2,975.00
08/16/2024	493290	Check	Per Mar Security Services	930354	AP Merch	218.50
08/16/2024	493291	Check	Pioneer SecureShred	930098	AP Merch	1,429.50
08/16/2024	493292	Check	QBS LLC	930033	AP Merch	54.00
08/16/2024	493293	Check	River Falls High School	931030	AP Merch	200.00
08/16/2024	493294	Check	Rock Hard Landscape Supply	928528	AP Merch	176.00
08/16/2024	493295	Check	Rosemount High School	909266	AP Merch	200.00
08/16/2024	493296	Check	Ryan Mechanical Inc	923241	AP Merch	46,022.43
08/16/2024	493297	Check	Schmitt & Sons - Contract	909331-2	AP Merch	425,021.75
08/16/2024	493298	Check	Schmitt & Sons Inc	909331	AP Merch	50,285.13

AP Check Register

AP Run: 20240816 AP — Post Date: 2024-08-16 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/16/2024	493299	Check	SFM	923848	AP Merch	13,005.77
08/16/2024	493300	Check	South Suburban Conference	926921	AP Merch	7,250.00
08/16/2024	493301	Check	SpeedPro Imaging	930977	AP Merch	80.00
08/16/2024	493302	Check	St Paul Beverage Solutions, LLC	930156	AP Merch	1,432.70
08/16/2024	493303	Check	Teamworks International Inc	924234	AP Merch	437.50
08/16/2024	493304	Check	T-Mobile	929345	AP Merch	1,683.61
08/16/2024	493305	Check	Toeller, Angela	501316	AP Merch	93.00
08/16/2024	493306	Check	Trophy Lawncare	926186	AP Merch	16,200.00
08/16/2024	493307	Check	Unique Software Corporation	905900	AP Merch	795.85
08/16/2024	493308	Check	United Rentals (North America) Inc	908379	AP Merch	1,756.49
08/16/2024	493309	Check	Upper Lakes Foods Inc	929826	AP Merch	5,125.95
08/16/2024	493310	Check	Washburn Center for Children	931077	AP Merch	52,333.33
Total:						\$756,640.05

20240816 AP Summary

Type	Count	Amount
Regular	70	756,640.05
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	70	\$756,640.05

AP Check Register

AP Run: 20240816 AP FY24 — Post Date: 2024-08-16 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/16/2024	493311	Check	A.J. Moore Electric Inc	928491	AP Merch	6,104.56
08/16/2024	493312	Check	Advanced Commercial Kitchens	930100	AP Merch	169.25
08/16/2024	493313	Check	AHS Staffing LLC	931141	AP Merch	1,204.00
08/16/2024	493314	Check	AIM Electronics Inc	900017	AP Merch	4,378.27
08/16/2024	493315	Check	Captivate Media + Consulting	929000	AP Merch	2,809.08
08/16/2024	493316	Check	Centerpoint Energy	902519	AP Merch	1,857.30
08/16/2024	493317	Check	City of Burnsville - Utilities	904226	AP Merch	22,606.00
08/16/2024	493318	Check	Comcast	926565-1	AP Merch	5,170.50
08/16/2024	493319	Check	Fritz, Caden	931250	AP Merch	177.00
08/16/2024	493320	Check	Gedi, Muno	930842	AP Merch	120.00
08/16/2024	493321	Check	Grimm, Mariel	500934	AP Merch	382.76
08/16/2024	493322	Check	Ind School Dist 622	909224	AP Merch	2,865.24
08/16/2024	493323	Check	Infinite Health Collaborative, PA	930472	AP Merch	97.50
08/16/2024	493324	Check	Intermediate School Dist 917	909327	AP Merch	7,165.44
08/16/2024	493325	Check	International Gymnastics of MN LLC	926911	AP Merch	360.00
08/16/2024	493326	Check	Kafka, Kim	931092	AP Merch	245.76
08/16/2024	493327	Check	Kennedy and Graven Chartered	908356	AP Merch	5,503.50
08/16/2024	493328	Check	Lakeville Area Schools	901880-1	AP Merch	7,621.96
08/16/2024	493329	Check	Merry, Vanessa	929912	AP Merch	150.00

AP Check Register

AP Run: 20240816 AP FY24 — Post Date: 2024-08-16 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/16/2024	493330	Check	NE Metro ISD 916	902440	AP Merch	9,306.00
08/16/2024	493331	Check	Orkin Commercial Services	926086	AP Merch	1,158.00
08/16/2024	493332	Check	Perez, Melissa M	924879	AP Merch	240.00
08/16/2024	493333	Check	QiVitality LLC	929413	AP Merch	271.50
08/16/2024	493334	Check	Skaterapolis	931253	AP Merch	167.20
08/16/2024	493335	Check	Southwest Metro Intermediate 288	928611	AP Merch	1,764.88
08/16/2024	493336	Check	St Paul Beverage Solutions, LLC	930156	AP Merch	448.19
08/16/2024	493337	Check	Summit 360	930892	AP Merch	325.94
08/16/2024	493338	Check	Twin City Outdoor Services Inc	929177	AP Merch	73,487.00
08/16/2024	493339	Check	Upper Lakes Foods Inc	929826	AP Merch	300.97
08/16/2024	493340	Check	Weber, Inc.	930911	AP Merch	53,417.76
Total:						\$209,875.56

20240816 AP FY24 Summary

Type	Count	Amount
Regular	30	209,875.56
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	30	\$209,875.56

AP Check Register

AP Run: 20240816 AP2 — Post Date: 2024-08-16 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/16/2024	493341	Check	Bix Produce Company	900477	AP Merch	1,456.57
08/16/2024	493342	Check	School Services Employees Local 284	907382	AP Merch	2,723.59
08/16/2024	493343	Check	St Paul Beverage Solutions, LLC	930156	AP Merch	1,006.42
08/16/2024	493344	Check	Upper Lakes Foods Inc	929826	AP Merch	2,193.22
Total:						\$7,379.80

20240816 AP2 Summary

Type	Count	Amount
Regular	4	7,379.80
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	4	\$7,379.80

AP Check Register

AP Run: 20240826 AP — Post Date: 2024-08-26 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/26/2024	493345	Check	Lupient Chevrolet Inc	927181	AP Merch	39,997.50
Total:						\$39,997.50

20240826 AP Summary

Type	Count	Amount
Regular	1	39,997.50
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	1	\$39,997.50

AP Check Register

AP Run: 20240827 AP FY24 — Post Date: 2024-08-27 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/27/2024	493346	Check	Intermediate School Dist 917	909327	AP Merch	66,586.44
08/27/2024	493347	Check	Kennedy and Graven Chartered	908356	AP Merch	4,865.50
08/27/2024	493348	Check	NCS Pearson Inc	903116	AP Merch	984.80
08/27/2024	493349	Check	Twin City Outdoor Services Inc	929177	AP Merch	8,637.00
Total:						\$81,073.74

20240827 AP FY24 Summary

Type	Count	Amount
Regular	4	81,073.74
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	4	\$81,073.74

AP Check Register

AP Run: 20240830 Single — Post Date: 2024-08-30 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/30/2024	493359	Check	The Hartford	924486	AP Merch	50,358.80
Total:						\$50,358.80

20240830 Single Summary

Type	Count	Amount
Regular	1	50,358.80
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	0	0.00
Total:	1	\$50,358.80

AP Check Register

Fund	Total
01 - General	1,060,144.40
02 - Food Service	49,787.00
03 - Transportation	452,352.50
04 - Community Service	85,105.63
16 - Facility Rental	99.31
	<hr/>
	\$1,647,488.84

AP Check Register

AP Run: 20240801 CB FY24 — Post Date: 2024-08-01 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/01/2024	6000001762		PPG Architectural Finishes	901709	AP Merch	2,141.64
08/01/2024	6000001763		Schmitt Music	903532	AP Merch	194.19
08/01/2024	6000001764		TriMark Marlinn LLC	925854	AP Merch	17,195.31
Total:						\$19,531.14

20240801 CB FY24 Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	3	19,531.14
Total:	3	\$19,531.14

AP Check Register

AP Run: 20240802 CB — Post Date: 2024-08-02 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/02/2024	6000001765		Aramark Refreshment Services	900428	AP Merch	121.66
08/02/2024	6000001766		AVID Center	927223	AP Merch	38,740.00
08/02/2024	6000001767		Cummins Sales & Service	929228-1	AP Merch	3,518.25
08/02/2024	6000001768		ECM Publishers Inc	909272	AP Merch	148.50
08/02/2024	6000001769		Grainger	904387-1	AP Merch	2,457.38
08/02/2024	6000001770		Heartland Payment Systems	928139-1	AP Merch	1,899.00
08/02/2024	6000001771		Horizon Commercial Pool Supply	904818	AP Merch	1,077.39
08/02/2024	6000001772		Learning A-Z	927439	AP Merch	16,713.25
08/02/2024	6000001773		Literacy Resources, LLC	930694	AP Merch	94,354.78
08/02/2024	6000001774		Riverside Insights	931018	AP Merch	6,700.00
08/02/2024	6000001775		Seesaw Learning Inc	929508	AP Merch	27,943.75
08/02/2024	6000001776		Trio Supply	903802	AP Merch	1,046.14
08/02/2024	6000001777		Voyager Sopris Learning	931002	AP Merch	9,397.50
08/02/2024	6000001778		WeVideo Inc	924460	AP Merch	18,620.77
Total:						\$222,738.37

AP Check Register

AP Run: 20240802 CB — Post Date: 2024-08-02 — AP Run Type: R

<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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20240802 CB Summary

<u>Type</u>	<u>Count</u>	<u>Amount</u>
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	14	222,738.37
Total:	14	\$222,738.37

AP Check Register

AP Run: 20240806 CB FY24 — Post Date: 2024-08-06 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/06/2024	6000001779		Cintas Corp	903681	AP Merch	226.73
08/06/2024	6000001780		Schmitt Music	903532	AP Merch	82.00
Total:						\$308.73

20240806 CB FY24 Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	2	308.73
Total:	2	\$308.73

AP Check Register

AP Run: 20240814 CB — Post Date: 2024-08-14 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/14/2024	6000001781		Advanced Imaging Solutions	928551	AP Merch	3,302.82
08/14/2024	6000001782		BrainPOP LLC	927006-1	AP Merch	14,226.75
08/14/2024	6000001783		Center For The Collaborative Classroom	924466-1	AP Merch	3,051.00
08/14/2024	6000001784		Dicks Sanitation Service Inc	900641	AP Merch	5,799.73
08/14/2024	6000001785		ECM Publishers-Subscriptions	909272-1	AP Merch	144.00
08/14/2024	6000001786		Follett School Solutions Inc	904527-1	AP Merch	16,290.98
08/14/2024	6000001787		Game One	928417	AP Merch	9,430.62
08/14/2024	6000001788		Grainger	904387-1	AP Merch	3,929.74
08/14/2024	6000001789		Professional Wireless Communications	924681	AP Merch	593.15
08/14/2024	6000001790		Project Lead The Way	925725	AP Merch	5,100.00
08/14/2024	6000001791		Sherwin-Williams	903745-2	AP Merch	57.32
08/14/2024	6000001792		SiteOne Landscape Supply LLC	930424	AP Merch	665.36
08/14/2024	6000001793		State Supply Co Inc	903689	AP Merch	733.38
08/14/2024	6000001794		Trio Supply	903802	AP Merch	1,513.19
Total:						\$64,838.04

AP Check Register

AP Run: 20240814 CB — Post Date: 2024-08-14 — AP Run Type: R

<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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20240814 CB Summary

<u>Type</u>	<u>Count</u>	<u>Amount</u>
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	14	64,838.04
Total:	14	\$64,838.04

AP Check Register

AP Run: 20240829 Void CB — Post Date: 2024-08-29 — AP Run Type: V

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/29/2024	6000001773		Literacy Resources, LLC	930694	AP Merch	-94,354.78
Total:						-\$94,354.78

20240829 Void CB Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	1	-94,354.78
Total:	1	-\$94,354.78

AP Check Register

100

AP Run: 20240829 CB — Post Date: 2024-08-29 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/29/2024	6000001795		Aramark Refreshment Services	900428	AP Merch	188.63
08/29/2024	6000001796		Cintas Corp	903681	AP Merch	157.95
08/29/2024	6000001797		Cornerstone Copy Center	900502	AP Merch	7,961.89
08/29/2024	6000001798		Cummins Sales & Service	929228-1	AP Merch	3,962.43
08/29/2024	6000001799		Ecolab	908846-2	AP Merch	3,495.96
08/29/2024	6000001800		Game One	928417	AP Merch	11,651.38
08/29/2024	6000001801		Grainger	904387-1	AP Merch	4,603.35
08/29/2024	6000001802		IXL Learning Inc	923420	AP Merch	28,875.00
08/29/2024	6000001803		Kelleher Helmrich and Associates Inc	908955	AP Merch	523.50
08/29/2024	6000001804		Lightspeed Technologies Inc	926151	AP Merch	2,047.00
08/29/2024	6000001805		Mackin Educational Resources	902196	AP Merch	2,781.26
08/29/2024	6000001806		MobyMax LLC	930226	AP Merch	4,495.00
08/29/2024	6000001807		ODP Business Solutions LLC	902489	AP Merch	388.94
08/29/2024	6000001808		Savvas Learning Company, LLC	930447	AP Merch	11,662.70
08/29/2024	6000001809		Scenario Learning LLC	928849	AP Merch	3,312.50
08/29/2024	6000001810		Schmitt Music	903532	AP Merch	7,907.00
08/29/2024	6000001811		Scholastic Inc	903196-6	AP Merch	89.90
08/29/2024	6000001812		Shiffler Equipment Sales Inc	903472	AP Merch	66.28
08/29/2024	6000001813		State Supply Co Inc	903689	AP Merch	323.66

AP Check Register

AP Run: 20240829 CB — Post Date: 2024-08-29 — AP Run Type: R

Check Date	Check Number	Payment Type	Name	Vendor Number	Bank Account Code	Check Amount
08/29/2024	6000001814		The Language Banc	924523	AP Merch	210.00
08/29/2024	6000001815		Trane US Inc	904045	AP Merch	522,446.00
08/29/2024	6000001816		Trio Supply	903802	AP Merch	1,825.10
Total:						\$618,975.43

20240829 CB Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Epayables:	22	618,975.43
Total:	22	\$618,975.43

AP Check Register

Fund	Total
01 - General	804,165.70
02 - Food Service	11,413.80
04 - Community Service	14,548.43
16 - Facility Rental	1,909.00
	\$832,036.93

Monthly Void/Wire Report

103

AP Run: 20240815 Wires PR — Post Date: 2024-08-15 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Check Amount
08/15/2024	8000001039	Wire Transfer	Commissioner Of Revenue	121,717.70
08/15/2024	8000001040	Wire Transfer	Educators Benefit Consultants	180,600.83
08/15/2024	8000001041	Wire Transfer	Internal Revenue Service	740,864.03
08/15/2024	8000001042	Wire Transfer	ISD 191 Flex Account	7,441.27
08/15/2024	8000001043	Wire Transfer	ISD 191 Self Insurance Account	1,003,786.84
08/15/2024	8000001044	Wire Transfer	MN Child Support	1,963.60
08/15/2024	8000001045	Wire Transfer	MN Dept of Revenue	782.72
08/15/2024	8000001046	Wire Transfer	Mn Teachers Retirement Assoc	414,186.07
08/15/2024	8000001047	Wire Transfer	PERA	109,931.61
Total:				\$2,581,274.67

20240815 Wires PR Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	9	2,581,274.67
Epayables:	0	0.00
Total:	9	\$2,581,274.67

Monthly Void/Wire Report

104

AP Run: 20240830 Wires PR — Post Date: 2024-08-30 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Check Amount
08/30/2024	8000001048	Wire Transfer	Commissioner Of Revenue	150,299.23
08/30/2024	8000001049	Wire Transfer	Educators Benefit Consultants	183,614.55
08/30/2024	8000001050	Wire Transfer	Internal Revenue Service	874,839.35
08/30/2024	8000001051	Wire Transfer	ISD 191 Flex Account	7,593.65
08/30/2024	8000001052	Wire Transfer	ISD 191 Self Insurance Account	995,616.04
08/30/2024	8000001053	Wire Transfer	MN Child Support	2,205.41
08/30/2024	8000001054	Wire Transfer	MN Dept of Revenue	848.25
08/30/2024	8000001055	Wire Transfer	Mn Teachers Retirement Assoc	446,612.40
08/30/2024	8000001056	Wire Transfer	PERA	130,082.76
Total:				\$2,791,711.64

20240830 Wires PR Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	9	2,791,711.64
Epayables:	0	0.00
Total:	9	\$2,791,711.64

Monthly Void/Wire Report

105

AP Run: 20240831 Wires 1MSDLAF — Post Date: 2024-08-31 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Check Amount
08/31/2024	8000000968	Wire Transfer	Quadient Inc	100.00
Total:				\$100.00

20240831 Wires 1MSDLAF Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	1	100.00
Epayables:	0	0.00
Total:	1	\$100.00

Monthly Void/Wire Report

106

AP Run: 20240831 Wires Main — Post Date: 2024-08-31 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Check Amount
08/31/2024	8000001067	Wire Transfer	Delta Dental Plan Of Minnesota	100,527.97
08/31/2024	8000001068	Wire Transfer	GreatAmerica Postage	5,000.00
08/31/2024	8000001069	Wire Transfer	MN Dept of Revenue-Sales Tax	599.00
08/31/2024	8000001070	Wire Transfer	Mn UI Fund	31,297.26
Total:				\$137,424.23

20240831 Wires Main Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	4	137,424.23
Epayables:	0	0.00
Total:	4	\$137,424.23

Monthly Void/Wire Report

107

AP Run: 20240831 Wires 20 S.Ins — Post Date: 2024-08-31 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Check Amount
08/31/2024	196	Wire Transfer	Further	153,931.49
08/31/2024	197	Wire Transfer	Paydhealth	1,588.34
08/31/2024	198	Wire Transfer	Preferredone Admin Services	-16,185.15
08/31/2024	199	Wire Transfer	UMR, Inc	2,601,926.60
Total:				\$2,741,261.28

20240831 Wires 20 S.Ins Summary		
Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	4	2,741,261.28
Epayables:	0	0.00
Total:	4	\$2,741,261.28

Monthly Void/Wire Report

108

AP Run: 083124 Wires 8 Flex — Post Date: 2024-08-31 — AP Run Type: R

Burnsville-Eagan-Savage SD 191, MN

Check Date	Check Number	Payment Type	Name	Check Amount
08/31/2024	72	Wire Transfer	Further	131,883.90
Total:				\$131,883.90

083124 Wires 8 Flex Summary

Type	Count	Amount
Regular	0	0.00
ACH Checks:	0	0.00
Wire Transfers:	1	131,883.90
Epayables:	0	0.00
Total:	1	\$131,883.90

Monthly Void/Wire Report

109

Burnsville-Eagan-Savage SD 191, MN

<u>Fund</u>	<u>Total</u>
01 - General	5,183,656.76
02 - Food Service	96,336.15
04 - Community Service	254,259.43
16 - Facility Rental	7,614.13
20 - Internal Service - Dental	100,527.97
22 - Internal Service - Health Insurance	2,741,261.28
	\$8,383,655.72



**Agenda IV.A.4
October 24, 2024**

To: Board of Education
Dr. Theresa Battle, Superintendent

From: Tyler Dehne, Director of Finance

Date: October 14, 2024

Re: Budget Analysis for the Month Ending August 31, 2024

Recommendation: That the Board accepts the Budget Analysis for the month ending August 31, 2024.

The August 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	\$ 20,740,146	10.02%	\$ 20,447,158	9.67%
General Fund	\$ 14,863,848	9.63%	\$ 12,408,150	7.86%

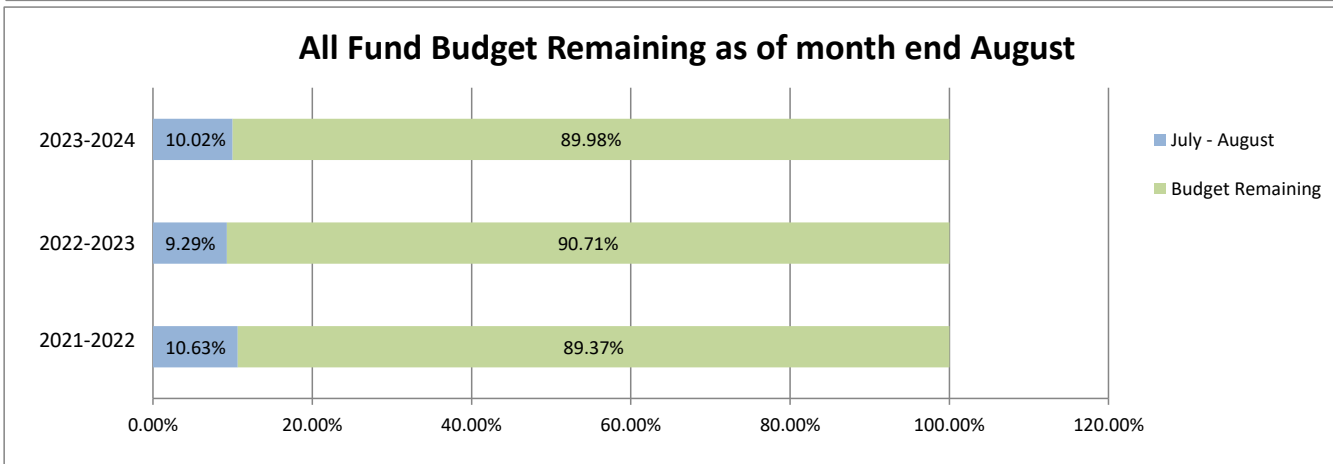
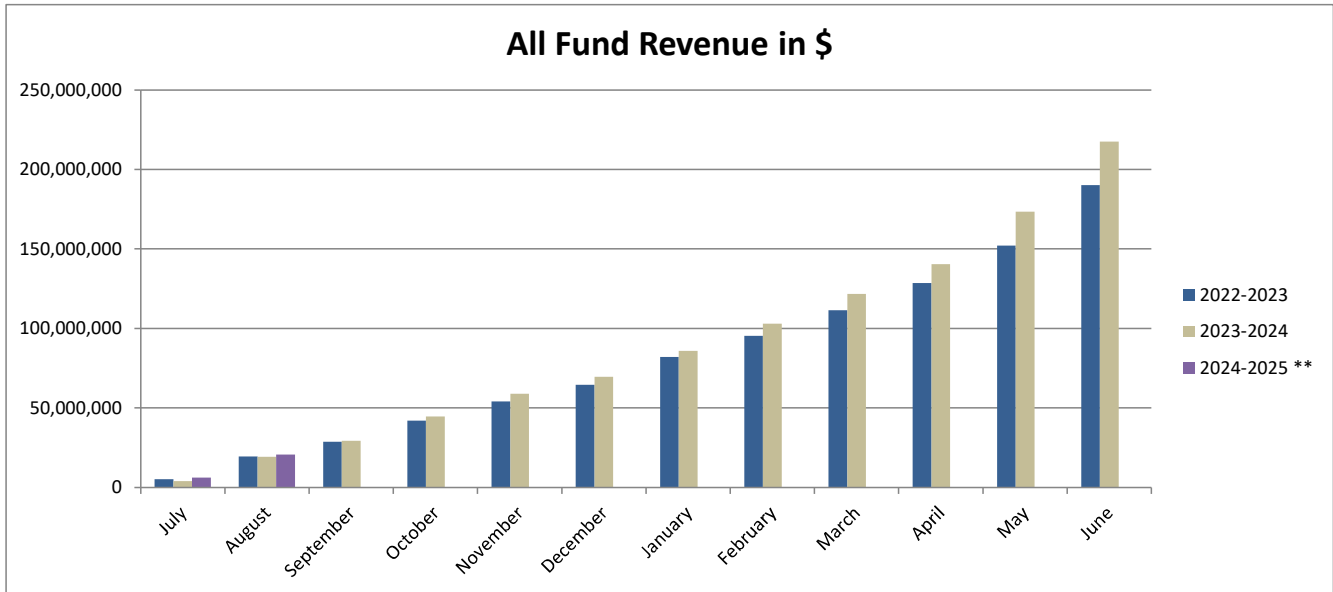
To assist the Board in monitoring monthly financial activity and to help identify budget-to-actual deviations, the following graphs have been developed for all funds and the general fund:

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 date. Additional detail is available upon request.

**REVENUE COMPARISON
ALL FUNDS**

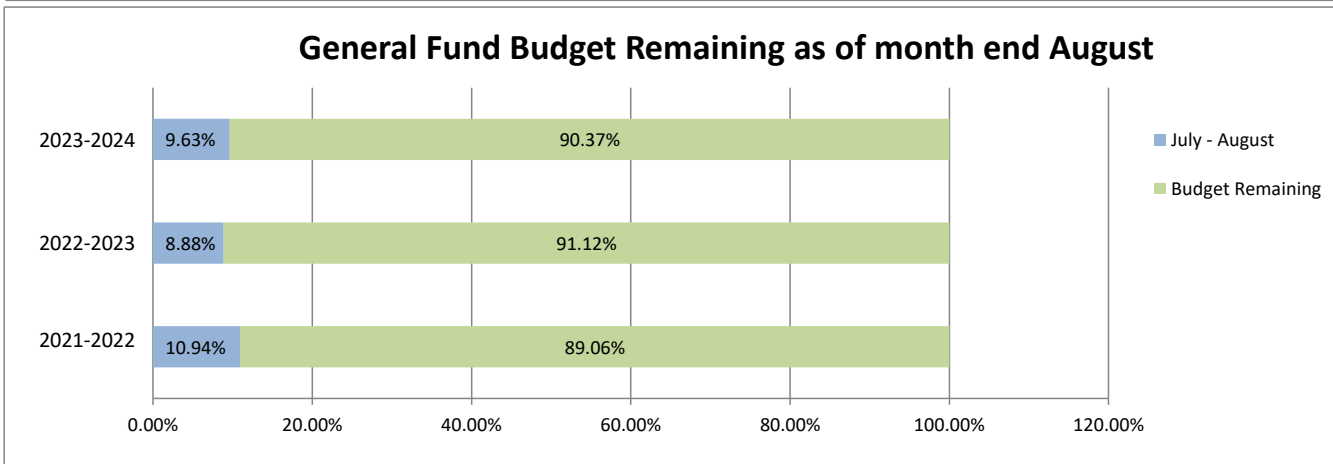
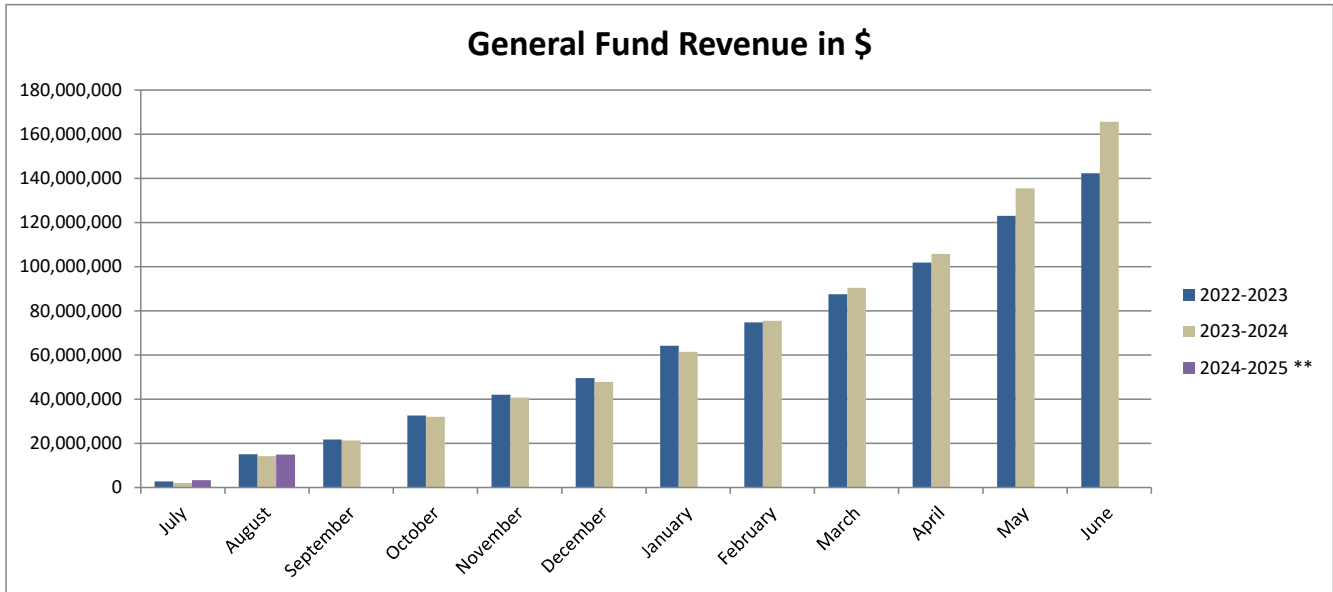
	2022-2023		2023-2024		2024-2025 **	
	\$	%	\$	%	\$	%
July	5,211,222	2.83%	3,923,767	1.88%	6,225,707	3.01%
August	19,546,851	10.63%	19,367,531	9.29%	20,740,146	10.02%
September	28,812,784	15.67%	29,426,322	14.11%	0	0.00%
October	42,091,259	22.89%	44,587,953	21.38%	0	0.00%
November	54,008,523	29.37%	58,912,738	28.25%	0	0.00%
December	64,648,180	35.15%	69,535,132	33.34%	0	0.00%
January	82,067,715	44.62%	85,949,535	41.22%	0	0.00%
February	95,325,754	51.83%	102,919,054	49.35%	0	0.00%
March	111,508,111	60.63%	121,657,811	58.34%	0	0.00%
April	128,551,918	69.90%	140,495,577	67.37%	0	0.00%
May	152,059,166	82.68%	173,364,073	83.13%	0	0.00%
June	190,043,786	103.33%	217,399,399	104.26%	0	0.00%
BUDGET	183,913,084	100.00%	208,539,165	100.00%	207,043,563	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**

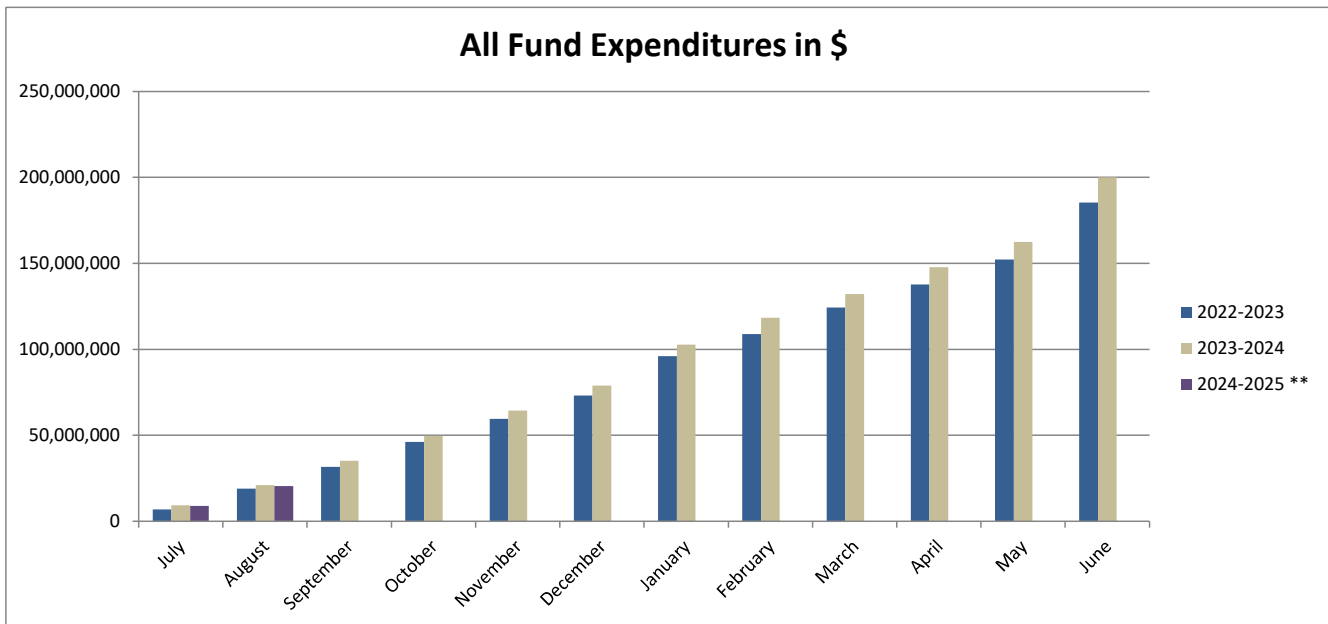
	2022-2023		2023-2024		2024-2025 **	
	\$	%	\$	%	\$	%
July	2,782,571	2.02%	2,054,035	1.28%	3,348,046	2.17%
August	15,069,992	10.94%	14,217,775	8.88%	14,863,848	9.63%
September	21,696,447	15.75%	21,337,010	13.32%	0	0.00%
October	32,616,003	23.68%	31,945,444	19.94%	0	0.00%
November	42,025,977	30.51%	40,706,009	25.41%	0	0.00%
December	49,535,706	35.96%	47,800,679	29.84%	0	0.00%
January	64,158,526	46.57%	61,461,736	38.37%	0	0.00%
February	74,679,348	54.21%	75,447,748	47.10%	0	0.00%
March	87,518,465	63.53%	90,432,887	56.45%	0	0.00%
April	101,791,548	73.89%	105,750,808	66.02%	0	0.00%
May	122,924,136	89.23%	135,431,731	84.55%	0	0.00%
June	142,274,703	103.28%	165,587,981	104.32%	0	0.00%
BUDGET	137,755,710	100.00%	160,186,251	100.00%	154,353,629	100.00%



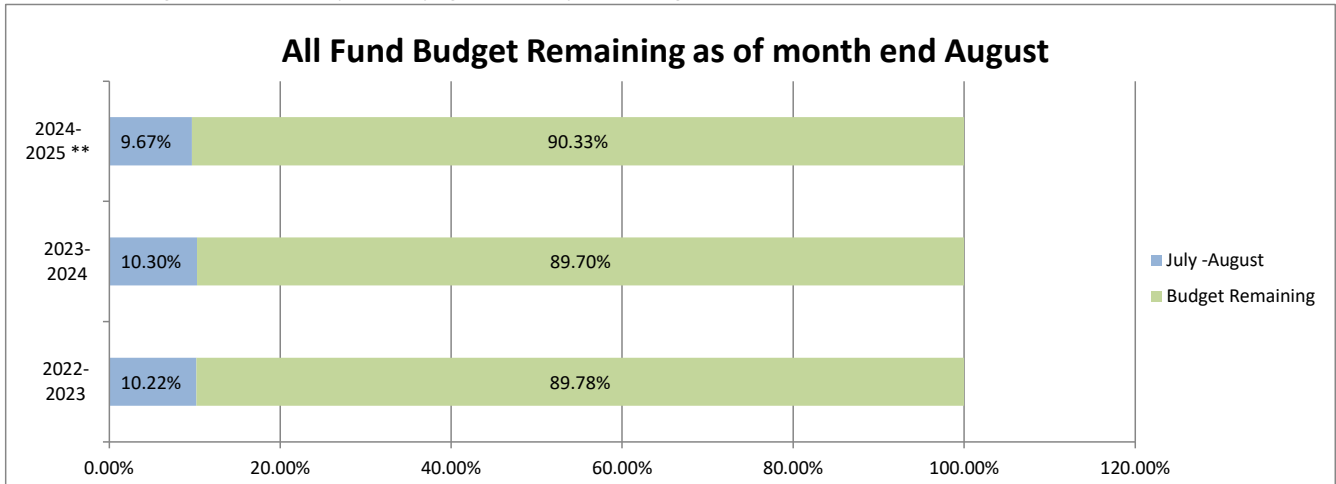
** The year to year comparison will vary due to the timing of the reversal of prior year accruals and based on timing of financial activity, monthly figures are subject to change

**EXPENDITURE COMPARISON
ALL FUNDS**

	2022-2023		2023-2024		2024-2025 **	
	\$	%	\$	%	\$	%
July	6,846,145	3.69%	9,311,625	4.58%	8,925,457	4.22%
August	18,979,577	10.22%	20,942,388	10.30%	20,447,158	9.67%
September	31,646,042	17.05%	35,122,008	17.27%	0	0.00%
October	46,123,533	24.85%	49,720,835	24.45%	0	0.00%
November	59,574,576	32.09%	64,276,579	31.61%	0	0.00%
December	73,187,172	39.43%	78,945,654	38.82%	0	0.00%
January	96,054,702	51.75%	102,672,354	50.49%	0	0.00%
February	108,872,180	58.65%	118,252,837	58.15%	0	0.00%
March	124,261,557	66.94%	132,146,998	64.98%	0	0.00%
April	137,800,461	74.24%	147,830,013	72.69%	0	0.00%
May	152,188,528	81.99%	162,388,218	79.85%	0	0.00%
June	185,336,975	99.85%	200,012,729	97.47%	0	0.00%
BUDGET	185,621,470	100.00%	203,361,619	100.00%	211,347,425	100.00%

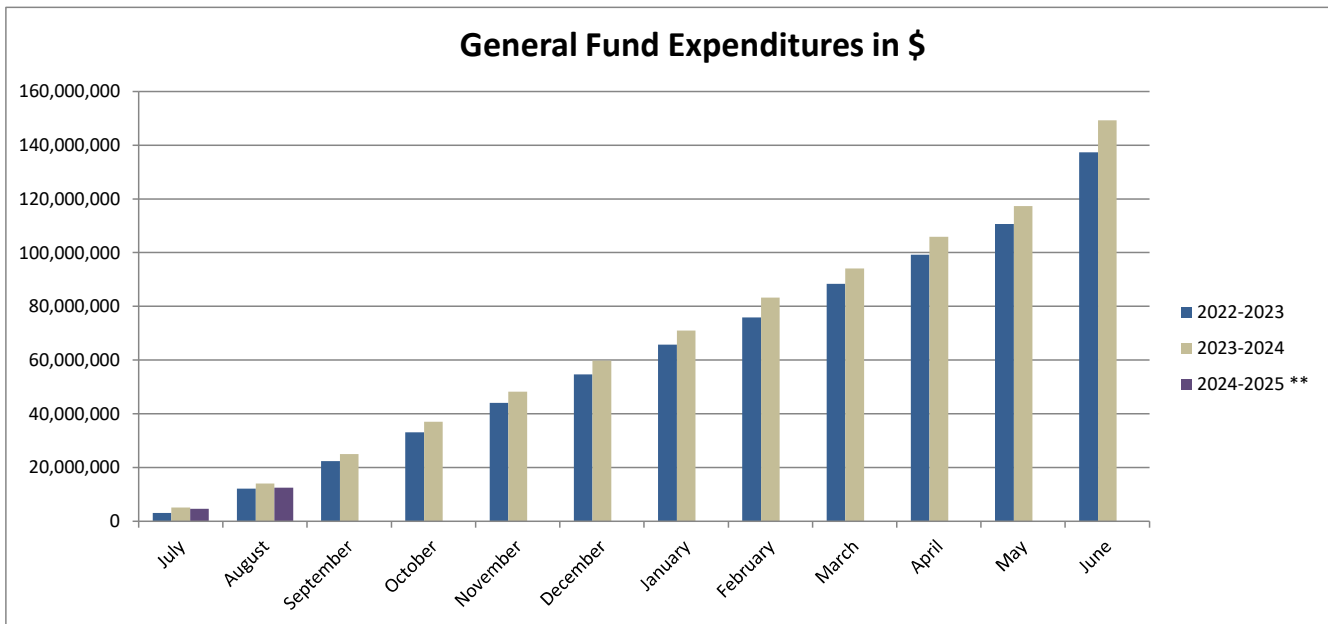


**based on timing of financial activity, monthly figures are subject to change

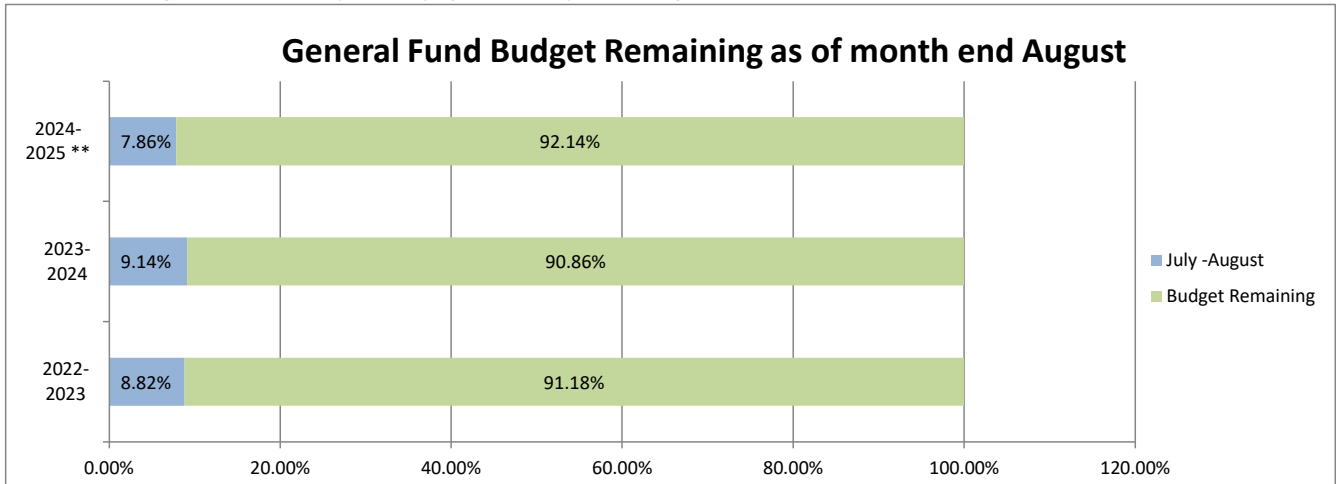


**EXPENDITURE COMPARISON
GENERAL FUND**

	2022-2023		2023-2024		2024-2025 **	
	\$	%	\$	%	\$	%
July	2,991,235	2.17%	5,034,065	3.28%	4,587,438	2.91%
August	12,150,968	8.82%	14,041,027	9.14%	12,408,150	7.86%
September	22,316,375	16.19%	24,985,208	16.27%	0	0.00%
October	33,077,014	24.00%	36,953,232	24.06%	0	0.00%
November	44,001,209	31.93%	48,220,445	31.40%	0	0.00%
December	54,594,640	39.62%	59,804,086	38.94%	0	0.00%
January	65,687,324	47.67%	70,996,511	46.23%	0	0.00%
February	75,861,166	55.05%	83,195,216	54.17%	0	0.00%
March	88,349,602	64.11%	94,048,702	61.24%	0	0.00%
April	99,274,558	72.04%	105,915,624	68.96%	0	0.00%
May	110,663,496	80.31%	117,328,149	76.39%	0	0.00%
June	137,313,387	99.64%	149,279,289	96.75%	0	0.00%
BUDGET	137,803,486	100.00%	153,581,253	100.00%	157,791,210	100.00%



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





**Agenda IV.A.5.
October 24, 2024**

To: Board of Education
From: Dr. Theresa Battle, superintendent
Date: October 24, 2024
Re: Report about the Listening Session

Recommendation: Receive a report about the listening session on October 10, 2024.

Speaker Name	Relationship to School District	Speaker Topic
Natividad Reza	Parent of ISD 191 Students	Fights at school, improving communication and increased support for athletics

Agenda IV.A.6.
October 24, 2024

To: Board of Education

From: Dr. Chris Bellmont, assistant superintendent

Date: October 24, 2024

Re: Approve, on a Second Reading Basis, Changes to Policies: 416: *Drug and Alcohol Testing*, 418: *Drug Free Workplace/Drug Free School*, 509: *Enrollment of Nonresident Students*, 515: *Protection and Privacy of Pupil Records*

RECOMMENDATION: That the Board of Education approve, on a second reading basis, changes to policies: 416: *Drug and Alcohol Testing*, 418: *Drug Free Workplace/Drug Free School*, 509: *Enrollment of Nonresident Students* and 515: *Protection and Privacy of Pupil Records*.

The policies were reviewed by the Policy Review committee on September 24, 2024.

Summary of changes:

- Policy 416: *Legislative update* – Adds “oral fluid testing” language
- Policy 418: *Legislative update* – Adds protection for persons in MN Patient Registry Program
- Policy 509: *Legislative update* – Removes School Readiness Plus and Adds School of Parents’ Choice Law
- Policy 515: *Legislative update* – Adds explanatory note for directory information

Adopted: 9/2006
Reviewed: 09/24/24
Revised: 10/24/24
Rescinds: BAB

Burnsville-Eagan-Savage School District Policy 416

416 DRUG, ALCOHOL, AND CANNABIS TESTING

I. PURPOSE

- A. The school board recognizes the significant problems created by drug, alcohol, and cannabis use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.
- B. The school board believes that a work environment free of drug, alcohol, and cannabis use will be not only safer, healthier, and more productive but also more conducive to effective learning. To provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug, alcohol, and cannabis testing in accordance with the provisions of this policy and as provided in federal law and Minnesota Statutes, sections 181.950-181.957.

II. GENERAL STATEMENT OF POLICY

- A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol and cannabis testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing and cannabis testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.
- B. If the school district contracts for transportation services, it will require the transportation contractor to comply with the provisions of this policy applicable to school bus drivers.
- C. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing and cannabis testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.
- D. The use, possession, sale, purchase, transfer, or dispensing of any drugs or cannabis not medically prescribed, including medical cannabis, regardless of whether it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of

drugs or cannabis which are not medically prescribed, including medical cannabis, regardless of whether it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs which are not medically prescribed are prohibited from entering or remaining on school district property.

- E. The use, possession, sale, purchase, transfer, or dispensing of alcohol or cannabis is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol or cannabis is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol or cannabis are prohibited from entering or remaining on school district property.
- F. Any employee who violates this section shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge.
- G. The school district may discipline, discharge, or take other adverse personnel action against an employee for cannabis flower, cannabis product, lower-potency hemp edible, or hemp-derived consumer product use, possession, impairment, sale, or transfer while an employee is working, on school district premises, or operating a school district vehicle, machinery, or equipment as follows:
 1. if, as the result of consuming cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product, the employee does not possess that clearness of intellect and control of self that the employee otherwise would have;
 2. if cannabis testing verifies the presence of cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product following a confirmatory test;
 3. as provided in the school district's written work rules for cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products and cannabis testing, provided that the rules are in writing and in a written policy that contains the minimum information required by Minnesota Statutes, section 181.952; or
 4. as otherwise authorized or required under state or federal law or regulations, or if a failure to do so would cause the school district to lose a monetary or licensing-related benefit under federal law or regulations.

III. FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL

BUS DRIVERS

A. General Statement of Policy

All persons subject to commercial driver's license requirements shall be tested for alcohol, marijuana (including medical cannabis), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.
2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.
3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.
4. "Commercial Motor Vehicle" (CMV) includes a vehicle which is designed to transport 16 or more passengers, including the driver.
5. "Designated Employer Representative" (DER) means an employee authorized by the school district to take immediate action to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation process. The DER receive test results and other communications for the school district.
6. "Department of Transportation" (DOT) means United States Department of Transportation.
7. "Direct Observation" means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.
8. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers,

and independent owner-operator contractors.

9. “Evidential Breath Testing Device” (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.
10. “Licensed Medical Practitioner” means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.
11. “Medical Review Officer” (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district’s drug testing program and for evaluating medical explanations for certain drug tests.
12. “Refusal to Submit” (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver’s provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the school district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer’s instructions, in an observed collection, to raise the driver’s clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because they have left before it commences is not deemed to have refused to submit to testing.

13. “Safety-sensitive functions” are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work and all responsibility for performing work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
14. “Screening Test Technician” (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.
15. “Stand Down” means the practice of temporarily removing an employee from performing safety-sensitive functions based only upon a laboratory reports to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated, or a substituted test result but before the MRO completes the verification process.
16. “Substance Abuse Professional” (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.
2. The school district shall provide to each driver information required under Title 49 of the Code of Federal Regulations, including information concerning the effects of alcohol and controlled substances use on an individual’s health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem (the driver’s or a coworker’s); and available methods of intervening when an alcohol or controlled substance problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.
3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that the driver received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

D. Alcohol and Controlled Substances Testing Program Manager

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.
2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.
2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until they undergo a post-accident alcohol test, whichever occurs first.
6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.
7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed medical practitioner who is familiar with the driver's medical history and who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.

8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.
9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district that prohibit possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and the policies of the school district.

G. Prescription Drugs/Cannabinoid Products

A driver shall inform the driver's supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for cannabis, MROs will verify a drug test confirmed as positive, even if a driver claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

H. Testing Requirements

1. Pre-Employment Testing

- a. A driver applicant shall undergo testing for [alcohol and] controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.
- b. Tests shall be conducted only after the applicant has received a conditional offer of employment.

- c. To be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, including medical cannabis, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.
- d. The applicant also must be asked whether they have tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.
- e. Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whether the driver (1) has a verified positive, adulterated, or substituted controlled substances test result; (2) has an alcohol confirmation test with a concentration of 0.04 or higher; (3) has refused to submit to a test in violation of federal law; or (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law. The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query (see Attachment C to this policy). The school district shall retain the consent for three (3) years from the date of the query.

2. Post-Accident Testing

- a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.
- b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.

- c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.
- d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.
- e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.
- f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.
- g. The school district shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

3. Random Testing

- a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.
- b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.
- c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.
- d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.
- e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is

performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4. Reasonable Suspicion Testing

- a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty or within four (4) hours before coming on duty, or just after the period of the work day. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.
- b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.
- c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.
- d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

5. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances. The school district is not required to return a driver to safety-sensitive duties because the driver has met these conditions; this is a personnel decision subject to collective bargaining agreements or other

legal requirements.

6. Follow-Up Testing. When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.
7. Refusal to Submit and Attendant Consequences
 - a. A driver or driver applicant may refuse to submit to drug and alcohol testing.
 - b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 United States Code, section 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.
 - c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.
 - d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.
 - e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment D to this policy.

I. Testing Procedures

1. Drug Testing

- a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory

for analysis. The specimen preparation shall be conducted in sight of the donor.

- b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.
- c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.
- d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor's failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.
- e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must

contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.

- f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:
 - (1) The donor expressly declines the opportunity to discuss the test results;
 - (2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or
 - (3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

- a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.
- b. Any test result less than 0.02 alcohol concentration is considered a “negative” test.
- c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor’s inability to provide a breath sample is genuine or constitutes a refusal to test.
- d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.
- e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

- 1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the

driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.

2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and
 - b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.
 - c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be certified by the Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minnesota Statutes, chapter 13. Any information concerning the individual's test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

M. Recordkeeping Requirements and Retention of Records

1. The school district shall keep and maintain records in accordance with the federal regulations in a secure location with controlled access.
2. The required records shall be retained for the following minimum periods:

Basic records	5 years
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“Basic records” includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

Information obtained from previous employers	3 years
Alcohol and controlled substance collection procedures	
Negative and cancelled controlled substance tests	1 year
Alcohol tests with less than 0.02 concentration	1 year
Education and training records	indefinite

“Education and training records” must be maintained while the individuals perform the functions which require training and for the two (2) years after ceasing to perform those functions.

3. Personal Information

Personal information about all individuals who undergo any required testing under this policy will be shared with the U.S. DOT Drug & Alcohol Clearinghouse (“Clearinghouse) as required under federal law, including:

- a. The name of the person tested;
- b. Any verified positive, adulterated, or substituted drug test result;
- c. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;
- d. Any refusal to submit to any test required hereunder;
- e. Any report by a supervisor of actual knowledge of use as follows
 - i. Any on-duty alcohol use;
 - ii. Any pre-duty alcohol use;
 - iii. Any alcohol use following an accident; and
 - iv. Any controlled substance use.
- f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;
- g. Any negative return-to-duty test; and

- h. Any employer's report of completion of follow-up testing.

N. Training

The school district shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

- 1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.

- 2. Referral, Evaluation, and Treatment

- a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.
- b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.
- c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.
- d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

- 3. Disciplinary Action

- a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

- b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
- c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to cannabis testing or drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo cannabis testing or drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minnesota Statutes sections 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section IV. of this policy.

Q. Annual Clearinghouse Query

1. The school district must conduct a query of the Clearinghouse record at least once per year for information for all employees subject to controlled substance and alcohol testing related to CMV operation to determine whether information exists in the Clearinghouse about those employees. In lieu of a full query, the school district may obtain the individual driver's consent to conduct a limited query to satisfy the annual query requirement. The limited query will tell the employer whether there is information about the driver in the Clearinghouse but will not release that information to the employer. If the limited query shows that information exists in the Clearinghouse about the driver, the school district must conduct a full query within twenty-four (24) hours or must not allow the driver to continue to perform any safety-sensitive function until the employee conducts the full query and the results confirm the driver's Clearinghouse record contains no prohibitions showing the driver has a verified positive, adulterated or substitute controlled substance test, no alcohol confirmation test with a concentration of 0.04 or higher, refuses to submit to a test, or was reported to have used alcohol on duty, before duty, following an accident or otherwise used a controlled substance in violation of the regulations except where the driver completed the SAP evaluation, referral and education/treatment process as required by the regulations. The school district shall comply with the query requirements set forth in 49 Code of Federal Regulations 382.701.

2 The school district may not access an individual's Clearinghouse record unless the school district (1) obtains the individual's prior written or electronic consent for access to the record; and (2) submits proof of the individual's consent

to the Clearinghouse. The school district must retain the consent for three (3) years from the date of the last query. The school district shall retain for three (3) years a record of each request for records from the Clearinghouse and the information received pursuant to the request.

3. The school district shall protect the individual's privacy and confidentiality of each Clearinghouse record it receives. The school district shall ensure that information contained in a Clearinghouse record is not divulged to a person or entity not directly involved in assessing and evaluating whether a prohibition applies with respect to the individual to operate a CMV for the school district.

4. The school district may use an individual's Clearinghouse record only to assess and evaluate whether a prohibition applies with respect to the individual to operate a CMV for the school district.

IV. CANNABIS TESTING OR DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

The school district may request or require drug and alcohol testing or cannabis testing for other school district personnel, i.e., employees who are not school bus drivers, or job applicants for such positions. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug and alcohol testing or cannabis testing as authorized in this policy, except for school bus drivers and other drivers of CMVs who are subject to federally mandated testing. (See Section III. of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV. of this policy will be applicable to such testing.

A. Definitions

1. "Cannabis testing" means the analysis of a body component sample according to the standards established under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of cannabis flower, as defined in Minnesota Statutes, section 342.01, subdivision 16, cannabis products, as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, hemp-derived consumer products as defined in section 342.01, subdivision 37, or cannabis metabolites in the sample tested. The definitions in this section apply to cannabis testing unless stated otherwise.
2. "Confirmatory test" and "confirmatory retest" mean a drug or alcohol test that uses a method of analysis allowed under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
3. "Drug" means a controlled substance as defined in Minnesota Statutes,

section 152.01, subdivision 4, but does not include marijuana, tetrahydrocannabinols, cannabis flower as defined in section 342.01, subdivision 16, cannabis products as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, and hemp-derived consumer products as defined in section 342.01, subdivision 37.

4. “Drug and Alcohol Testing,” “Drug or Alcohol Testing,” and “Drug or Alcohol Test” mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested. “Drug and alcohol testing,” “drug or alcohol testing,” and “drug or alcohol test” do not include cannabis or cannabis testing, unless stated otherwise.
5. “Employee” means a person, independent contractor, or person working for an independent contractor who performs services for compensation, in whatever form, for an employer.
6. “Initial screening test” means a drug or alcohol test or cannabis test which uses a method of analysis under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
7. “Job Applicant” means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the charter school in a position that does not require a commercial driver’s license, and includes a person who has received a job offer made contingent on the person’s passing drug or alcohol testing. Job applicants for positions requiring a commercial driver’s license are governed by the provisions of the charter school’s drug and alcohol testing policy relating to school bus drivers (Section III.).
8. “Oral fluid test” means analysis of a saliva sample for the purpose of measuring the presence of the same substances as drug and alcohol testing and cannabis testing that:
 - a. can detect drugs, alcohol, cannabis, or their metabolites in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1; and
 - b. does not require the services of a testing laboratory under section 181.953, subdivision 1.
9. “Other Employees” means any persons, independent contractors, or persons working for an independent contractor who perform services for the charter school for compensation, either full time or part time, in

whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the charter school's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."

10. "Positive Test Result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
11. "Random Selection Basis" means a mechanism for selection of employees that:
 - a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and
 - b. does not give the charter school discretion to waive the selection of any employee selected under the mechanism.
12. "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
13. "Safety-Sensitive Position" means a job, including any supervisory or management position, in which an impairment caused by drug, alcohol, or cannabis usage would threaten the health or safety of any person.

B. Circumstances Under Which Drug or Alcohol Testing May Be Requested or Required:

1. General Limitations
 - a. The school district may not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing or cannabis testing, unless the testing is done pursuant to this policy; and either (1) is conducted by a testing laboratory that meets one of the criteria listed in Minnesota Statutes section 181.953, Subdivision 1 ; or (2) complies with the oral fluid test procedures under section 181.953, subdivision 5a.
 - b. The school district will not request or require an employee or job

applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing or cannabis testing on an arbitrary and capricious basis.

2. Cannabis Testing Exceptions

For the following positions, cannabis and its metabolites are considered a drug and subject to the drug and alcohol testing provisions in Minnesota Statutes, sections 181.950 to 181.957:

- a. a safety-sensitive position, as defined in Minnesota Statutes, section 181.950, subdivision 13;
- b. a position requiring face-to-face care, training, education, supervision, counseling, consultation, or medical assistance to children;
- c. a position requiring a commercial driver's license or requiring an employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing of a job applicant or an employee;
- d. a position of employment funded by a federal grant; or
- e. any other position for which state or federal law requires testing of a job applicant or an employee for cannabis.

3. Job Applicant Testing

The school district may request or require any job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing, provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered employment for that position. If a job applicant has received a job offer that is contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the event the job offer is subsequently withdrawn, the school district shall notify the job applicant of the reason for its action.

- a. The school district must not request or require a job applicant to undergo cannabis testing solely for the purpose of determining the presence or absence of cannabis as a condition of employment unless otherwise required by state or federal law.
- b. Unless otherwise required by state or federal law, the school district must not refuse to hire a job applicant solely because the

job applicant submits to a cannabis test or a drug and alcohol test authorized by Minnesota law and the results of the test indicate the presence of cannabis.

- c. The school district must not request or require an employee or job applicant to undergo cannabis testing on an arbitrary or capricious basis.
- d. Cannabis testing authorized under paragraph (d) must comply with the safeguards for testing employees provided in Minnesota Statutes, sections 181.953 and 181.954.

4. Oral fluid testing

- a. When drug and alcohol testing or cannabis testing is otherwise authorized under Minnesota Statutes, section 181.951, the school district may request an employee or job applicant to undergo oral fluid testing according to the procedures under Minnesota Statutes, section 181.953, subdivision 5a as an alternative to using the services of a testing laboratory under Minnesota Statutes, section 181.953, subdivision 1.
- b. The employee must be informed of the test result at the time of the oral fluid test. Within 48 hours of an oral fluid test that indicates a positive test result or that is inconclusive or invalid, the employee or job applicant may request drug or alcohol testing or cannabis testing at no cost to the employee or job applicant using the services of a testing laboratory under Minnesota Statutes, section 181.953, subdivision 1, and according to the existing laboratory testing standards in subdivisions 1 to 5. The rights, notice, and limitations in Minnesota Statutes, section 181.953, subdivision 6, paragraph (b), and subdivisions 7 to 8 and 10 to 11 apply to an employee or job applicant and a laboratory test conducted pursuant to this paragraph.
- c. If the laboratory test under paragraph (b) above indicates a positive result, any subsequent confirmatory retest, if requested by the employee or job applicant, must be conducted following the retest procedures provided in Minnesota Statutes, section 181.953, subdivision 6, paragraph (c), and subdivision 9 at the employee's or job applicant's own expense.
- d. Nothing in this subdivision is intended to modify the existing requirements for drug and alcohol testing or cannabis testing in the workplace under Minnesota Statutes, sections 181.950 to 18.957, unless stated otherwise.

5. Random Testing

The school district may request or require “other employees” to undergo cannabis testing or drug and alcohol testing on a random selection basis only if they are employed in safety-sensitive positions.

6. Reasonable Suspicion Testing

The school district may request or require any employee to undergo cannabis testing or drug and alcohol testing if the school district has a reasonable suspicion that the employee:

- a. is under the influence of cannabis, drugs or alcohol;
- b. has violated the school district’s written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products while the employee is working or while the employee is on the school district’s premises or operating the school district’s vehicles, machinery, or equipment;
- c. has sustained a personal injury, as that term is defined in Minnesota Statutes, section 176.011, subdivision 16, or has caused another employee to sustain a personal injury; or
- d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

7. Treatment Program Testing

The school district may request or require any employee to undergo cannabis testing and drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo cannabis testing and drug and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

8. Routine Physical Examination Testing

The school district may request or require any employee to undergo drug and alcohol testing as part of a routine physical examination provided the drug or alcohol test is requested or required no more than once annually and the employee has been given at least two weeks’ written notice that a

drug or alcohol test may be requested or required as part of the physical examination.

C. No Legal Duty to Test

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing.

D. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing and Consequences of Such Refusal

1. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing

Any employee or job applicant whose position does not require a commercial driver's license has the right to refuse drug and alcohol testing subject to the provisions contained in Paragraphs 2. and 3. of Section IV.D.

2. Consequences of an Employee's Refusal to Undergo Drug and Alcohol Testing

Any employee in a position that does not require a commercial driver's license who refuses to undergo drug and alcohol testing in the circumstances set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.

3. Consequences of a Job Applicant's Refusal to Undergo Drug and Alcohol Testing

Any job applicant for a position which does not require a commercial driver's license who refuses to undergo drug and alcohol testing pursuant to the Job Applicant Testing provision of this policy shall not be employed.

E. Reliability and Fairness Safeguards

1. Pretest Notice

Before requesting an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing or requesting cannabis testing, the school district shall provide the employee or job applicant with a Pretest Notice in the form of Attachment D to this policy on which to acknowledge that the employee or job applicant has received the school district's drug and alcohol testing or cannabis testing

policy.

2. Notice of Test Results

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee or job applicant who has undergone drug or alcohol testing or cannabis testing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test or cannabis test.

4. Notice of and Right to Explain Positive Test Result

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information (see Attachment G to this policy).
- b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.
- c. The employee may present verification of enrollment in the medical cannabis patient registry or of enrollment in a Tribal medical cannabis program as part of the employee's explanation.
- d. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for cannabis. MROs will verify a drug test confirmed as positive, even if an employee claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.
- e. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.
- b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minnesota Statutes, section 181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug, alcohol, or cannabis threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

6. If an employee or job applicant has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform the individual of other rights provided under Sections F. or G., below, whichever is applicable.

Attachments F and G to this policy provide the Notices described in Paragraphs 2. through 6. of this Section E.

F. Discharge and Discipline of Employees Whose Positions Do Not Require a Commercial Driver's License

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.
2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test or cannabis test requested by the school district, unless the following conditions have been met:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug, alcohol, or cannabis counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
 - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.
6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.
7. An employee must be given access to information in the individual personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process or cannabis testing

process and conclusions drawn from and actions taken based on the reports or other acquired information.

G. Withdrawal of Job Offer for an Applicant for a Position That Does Not Require a Commercial Driver's License

If a job applicant has received a job offer made contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

H. Chain-of-Custody Procedures

The school district has established its own reliable chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the samples to be tested. The procedures require the following:

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;
2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;
3. A sample must be accompanied by a written chain-of-custody record; and
4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

A laboratory may only disclose to the school district test result data regarding the presence or absence of drugs, alcohol or their metabolites in a sample tested.

2. Confidentiality Limitations

With respect to employees and job applicants, test result reports and other information acquired in the drug or alcohol testing process are private data on individuals as that phrase is defined in Minnesota Statutes Chapter 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant

tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding Paragraphs 1. and 2., evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee or job applicant tested.

J. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug and alcohol testing policy to all affected employees upon adoption of the policy, to a previously non-affected employee upon transfer to an affected position under the policy, and to a job applicant upon hire and before any testing of the applicant if the job offer is made contingent on the applicant's passing drug and alcohol testing. Affected employees and applicants will acknowledge receipt of this written notice in the form of Attachment H to this policy.

V. POSTING

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees or job applicants in its personnel office or other suitable locations.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Stat. Ch. 43A (State Personnel Management)
 Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
 Minn. Stat. § 152.01 (Definitions)
 Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
 Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
 Minn. Stat. § 152.32 (Protections for Registry Program Participation)
 Minn. Stat. § 176.011, subd. 16 (Definitions; Personal Injury)
 Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the

Workplace)

Minn. Stat. § 221.031 (Motor Carrier Rules)

49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)

49 U.S.C. 31306a (National Clearinghouse for Controlled Substance and Alcohol Test Results of Commercial Motor Vehicle Operators)

49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)

49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)

49 C.F.R. Part 382 (Controlled Substances and Alcohol Use and Testing)

- 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 417 (Chemical Use and Abuse)
 - Burnsville-Eagan-Savage School District Policy 418 (Drug-Free Workplace/Drug-Free School)

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Rescinds: GBCBA, JFCH

Burnsville-Eagan-Savage School District Policy 418

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances without a physician's prescription.

II. GENERAL STATEMENT OF POLICY

- A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.
- B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, or controlled substances in any school location.
- C. An individual may not use or possess cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13, including all facilities, whether owned, rented or leased, and all vehicles that the school district owns, leases, rents, contracts for, or controls.
- D. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

- A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent alcohol by volume.
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code, section 812, including analogues and look-alike drugs.

- C. “Edible cannabinoid product” means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.
- D. “Nonintoxicating cannabinoid” means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by injections, inhalation, ingestion, or by any other immediate means.
- E. “Medical cannabis” means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method, approved by the commissioner.
- F. “Possess” means to have on one’s person, in one’s effects, or in an area subject to one’s control.
- G. “School location” includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.
- H. “Sell” means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.
- I. “Toxic substances” includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the commissioner of health.
- J. “Use” means to sell, buy, manufacture, distribute, dispense, be under the influence of, or consume in any manner, including, but not limited to, consumption by injection, inhalation, ingestion, or by any other immediate means.

IV. EXCEPTIONS

- A. A violation of this policy does not occur when a person brings onto a school location, for such person’s own use, a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, which

has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.

- B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).
- C. A violation of this policy does not occur when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxications, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor.
- D. The school district may not refuse to enroll or otherwise penalize a patient or person enrolled in the Minnesota Patient Registry Program as a pupil solely because the patient or person is enrolled in the registry program, unless failing to do so would violate federal law or regulations or cause the school to lose a monetary or licensing-related benefit under federal law or regulations.

V. PROCEDURES

- A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, must comply with the school district's student medication policy.
- B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform their supervisor. The employee may be required to provide a copy of the prescription.
- C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that they have received the policy.
- D. Employees are subject to the school district's drug and alcohol testing policies and procedures.
- E. Members of the public are not permitted to possess controlled substances, intoxicating cannabinoids, or edible cannabinoid products in a school location except with the express permission of the superintendent or designee.

- F. No person is permitted to possess or use medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medical cannabis, Nonintoxicating cannabinoids, or edible cannabinoid products.
- G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. SCHOOL PROGRAMS

- A. Starting in the 2026-2027 school year, the school district must implement a comprehensive education program on cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, for students in middle school and high school. The program must include instruction on the topics listed in the Minnesota Statutes, section 120B.215, subdivision 1 and must:
 - 1. respect community values and encourage students to communicate with parents, guardians, and other trusted adults about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl; and
 - 2. refer students to local resources where students may obtain medically accurate information about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, and treatment for a substance use disorder.
- B. School district efforts to develop, implement, or improve instruction or curriculum as a result of the provisions of this section must be consistent with the Minnesota Statutes, sections 120B.10 and 120B.11.
- C. Notwithstanding any law to the contrary, the school district shall have a procedure for a parent, a guardian, or an adult student 18 years of age or older to review the content of the instructional materials to be provided to a minor child or to an adult student pursuant to this article. The district must allow a parent or adult student to opt out of instruction under this article with no academic or other penalty for the student and must inform parents and adult students of this right to opt out.

VII. ENFORCEMENT

A. Students

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids, and including edible cannabinoid products.
2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service. which may be provided by school based mental health services providers; and/or referral to law enforcement officials when appropriate.
3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify their supervisor in writing of their conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.
3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.
4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

- Legal References:***
- Minn. Stat. § 120B.215 (Education on Cannabis Use and Substance Use)
 - Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
 - Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)
 - Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
 - Minn. Stat. § 152.01, Subd. 15a (Definitions)
 - Minn. Stat. § 152.0264 (Cannabis Sale Crimes)
 - Minn. Stat. § 152.22, Subd. 6 (Definitions; Medical Cannabis)
 - Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
 - Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
 - Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)
 - Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
 - Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
 - Minn. Stat. § 342.09 (Personal Adult Use of Cannabis)
 - Minn. Stat. § 342.56 (Limitations)
 - Minn. Stat. § 609.684 (Abuse of Toxic Substances)
 - Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
 - 20 U.S.C. § 7101-7165 (Student Support and Academic Enrichment Grants)
 - 21 U.S.C. § 812 (Schedules of Controlled Substances)
 - 41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
 - 21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
 - 34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)
- Cross References:***
- Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 - Burnsville-Eagan-Savage School District Policy 416 (Drug and Alcohol Testing)
 - Burnsville-Eagan-Savage School District Policy 417 (Chemical Use and Abuse)
 - Burnsville-Eagan-Savage School District Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
 - Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
 - Burnsville-Eagan-Savage School District Policy 516 (Student Medication)

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Reviewed: 09/24/24
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Rescinds:

Burnsville-Eagan-Savage School District Policy 509

509 ENROLLMENT OF NONRESIDENT STUDENTS

I. PURPOSE

The school district desires to participate in the Enrollment Options Program established by Minnesota Statutes section 124D.03. The purpose of this policy is to set forth the application and exclusion procedures used by the school district in making said determination.

II. GENERAL STATEMENT OF POLICY

The school board adopts specific standards for acceptance and rejection of Open Enrollment applications.

III. OPEN ENROLLMENT PROCESS

- A. Open Enrollment applications will be approved provided that acceptance of the application will not exceed the capacity of a program, excluding special education services; class; grade level; or school building as established by school board resolution and provided that:
1. space is available for the applicant under enrollment cap standards established by school board policy or other directive; and
 2. in considering the capacity of a grade level, the school district may only limit enrollment of nonresident students to a number not less than the lesser of: (a) one percent of the total enrollment at each grade level in the school district; or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with Minnesota Statutes, section 124D.03.
 3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.
- B. If the school district limits enrollment of nonresident students pursuant to this Section, the district shall report to the Commissioner of the Minnesota Department of Education (MDE) by July 15 on the number of nonresident pupils denied admission due to the limitations on the enrollment of nonresident pupils.
- C. The parent of a student with a disability not yet enrolled in kindergarten and not open enrolled in a nonresident district may elect, in the same manner as the parent

of a resident student with a disability, a school in the nonresident district where the child is enrolled in a Head Start program or a licensed child care setting in the nonresident district, provided the child can be served in the same setting as other children in the nonresident district with the same level of disability.

Under this paragraph, parents must demonstrate enrollment in a community preschool or childcare setting.

- D. A nonresident preschool aged child with a disability open enrolled in the district may be required to open enroll for kindergarten.

IV. BASIS FOR DECISIONS

A. Standards that may be used for rejection of application.

In addition to the provisions A above, the school district may refuse to allow a pupil who is expelled under Minnesota Statutes, section 121A.45 to enroll during the term of the expulsion if the student was expelled for:

1. possessing a dangerous weapon, including a weapon, device, instruments, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade less than two and one-half inches in length, at school or a school function;
2. possessing or using an illegal drug at school or a school function;
3. selling or soliciting the sale of a controlled substance while at school or a school function; or
4. committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.

B. Standards that may not be used for rejection of application.

The school district may not use the following standards in determining whether to accept or reject an application for open enrollment:

1. previous academic achievement of a student;
2. athletic or extracurricular ability of a student;
3. disabling conditions of a student;
4. a student's proficiency in the English language;

5. the student's district of residence except where the district of residence is directly included in an enrollment options strategy included in an approved achievement and integration program; or
6. previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as set out in this policy.

C. Application.

The student and parent or guardian must complete and submit the "General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education (or the Statewide Enrollment Options Application for State-funded Voluntary Prekindergarten (VPK) Application if applicable) developed by MDE and available on its website.

The school district may require a nonresident student enrolled in a program under Minnesota Statutes, section 125A.13, or in a preschool program, except for a program under Minnesota Statutes, section 124D.151 to remain enrolled in the district when the student enters kindergarten without submitting annual or periodic applications, unless the district terminates the student's enrollment under subdivision 12.

The school district shall notify the caregiver in writing by February 15 or within ninety (90) days for applications submitted after January 15 in the case of achievement and integration district transfers whether the application has been accepted or rejected. If an application is rejected, the district must state in the notification the reason for rejection. The caregiver must notify the nonresident district by March 1 or within ten (10) business days whether the pupil intends to enroll in the nonresident district.

D. Lotteries.

If a school district has more applications than available seats at a specific grade level, it must hold an impartial lottery following the January 15 deadline to determine which students will receive seats. The district must give priority to enrolling siblings of currently enrolled students, students whose applications are related to an approved integration and achievement plan, children of the school district's staff, and students residing in that part of a municipality (a statutory or home rule charter city or town) where:

1. the student's resident district does not operate a school building;
2. the municipality is located partially or fully within the boundaries of at least five school districts;
3. the nonresident district in which the student seeks to enroll operates one or

more school buildings within the municipality; and

4. no other nonresident, independent, special, or common school district operates a school building within the municipality.

The process for the school district lottery must be established by school board policy and posted on the school district's website.

E. Exclusion

1. Administrator's initial determination.

If a school district administrator or the administrator designee knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator or the administrator designee will transmit the application to the superintendent with a recommendation of whether exclusion proceedings should be initiated.

2. Superintendent's review.

The superintendent or the superintendent's designee may make further inquiries. If the superintendent or designee determines that the applicant should be admitted, they will notify the applicant and the school board chair. If the superintendent or designee determines that the applicant should be excluded, the superintendent or designee will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, other than as set forth in II.B., the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.

F. Termination of Enrollment

The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minnesota Statutes section 124D.03 or 124D.08 at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy under Minnesota Chapter 260A, and the student's case has been referred to juvenile court. A "habitual truant" is a child under 17 years of age who is absent from attendance at school without lawful excuse for seven school days in a school year if the child is in elementary school or for one or more class periods on seven school days in a school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days in a school year and who has not lawfully

withdrawn from school under Minnesota Statutes section 120A.22, Subd. 8. The school district may also terminate the enrollment of a nonresident student over 17 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under Minnesota Statutes section 120A.22, subdivision 8.

A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parents a written notice of the school district's belief that the student is not a resident of the school district. The notice shall include the facts upon which the belief is based and notice to the parents of their opportunity to provide documentary evidence, in person or in writing, of residency to the superintendent or the superintendent's designee. The superintendent or the superintendent's designee will make the final determination as to the residency status of the student.

Notwithstanding the requirement that an application must be approved by the board of the nonresident district, a student who has been enrolled in a district, who is identified as homeless, and whose parent or legal guardian moves to another district, or who is placed in foster care in another school district, may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required.

Legal References: Minn. Stat. § 120A.22, Subd. 3(e) (Compulsory Instruction)
 Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)
 Minn. Stat. § 125A.13 (School of Parents' Choice)
 Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
 Minn. Stat. § 124D.03 (Enrollment Options Program)
 Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District; Exceptions)
 Minn. Stat. § 124D.68 (High School Graduation Incentives Program)
 Minn. Stat. Ch. 260A (Truancy)
 Minn. Stat. § 260C.007, Subd. 19 (Definitions)
 Minn. Op. Atty. Gen. 169-f (Aug. 13, 1986)
Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ., Co. No. A05-361, 2005 WL 3111963 (Minn. Ct. App. 2005) (unpublished)
 18 U.S.C. 930, para. (g)(2) (Definition of weapon)

Cross References: Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
 Burnsville-Eagan-Savage School District Policy 517 (Student Recruiting)

Adopted: 1/86
 Reviewed: 09/24/24
 Revised: 10/24/24
 Rescinds: JO

Burnsville-Eagan-Savage School District Policy 515

515 PROTECTION AND PRIVACY OF STUDENT RECORDS

I. PURPOSE

The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of student records and the protection of the privacy rights of students as provided in federal law and state statutes.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 United States Code section 1232g, et seq., (Family Educational Rights and Privacy Act (FERPA)) 34 Code of Federal Regulations Part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, and Minnesota Rules Parts 1205.0100-1205.2000.

III. DEFINITIONS

A. Authorized Representative

“Authorized representative” means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

B. Biometric Record

“Biometric record,” as referred to in “Personally Identifiable,” means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual (e.g., fingerprints, retina and iris patterns, voice prints, DNA sequence, facial characteristics, and handwriting).

C. Dates of Attendance

“Dates of attendance,” as referred to in “Directory Information,” means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence,

videoconference, satellite, internet or other electronic information and telecommunications technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

D. Directory Information

1. Under federal law, "Directory information," means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes: the student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status (i.e. full-time or part-time); participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors, and awards received and the most recent educational agency or institution attended. It also includes the name, address, and telephone number of the student's parent(s). Directory information does not include:
 - a. a student's social security number;
 - b. a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;
 - c. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;
 - d. personally, identifiable data which references religion, race, color, social position, or nationality; or
 - e. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.

2. Under Minnesota law, a school district may not designate a student's home address, telephone number, email address, or other personal contact information as "directory information." Minnesota law prohibits schools from designating student contact information as "directory information" despite the FERPA definition. Minnesota schools should comply with Minnesota law and should not include student contact information in their definition of "directory

information.”

E. Education Records

1. What constitutes “education records.” Education records means those records that are: (1) directly related to a student; and (2) are maintained by the school district or by a party acting for the school district.
2. What does not constitute education records. The term, “education records,” does not include:
 - a. Records of instructional personnel that are:
 - (1) kept in the sole possession of the maker of the record;
 - (2) used only as a personal memory aid;
 - (3) not accessible or revealed to any other individual except a temporary substitute teacher; and
 - (4) destroyed at the end of the school year.
 - b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:
 - (1) maintained separately from education records;
 - (2) maintained solely for law enforcement purposes; and
 - (3) disclosed only to law enforcement officials of the same jurisdiction.
 - c. Records relating to an individual, including a student, who is employed by the school district which:
 - (1) are made and maintained in the normal course of business;
 - (2) relate exclusively to the individual in that individual’s capacity as an employee; and
 - (3) are not available for use for any other purpose.

However, records relating to an individual in attendance at the school district who is employed as a result of their status as a

student are education records.

- d. Records relating to an eligible student, or a student attending an institution of post-secondary education, that are:
 - (1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in their professional or paraprofessional capacity or assisting in that capacity;
 - (2) made, maintained, or used only in connection with the provision of treatment to the student; and
 - (3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.
- e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.
- f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

"Education support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes, section 13.46.

Unless otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes, section 13.05 or a court order.

G. Eligible Student

"Eligible student" means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

H. Juvenile Justice System

“Juvenile justice system” includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

I. Legitimate Educational Interest

“Legitimate educational interest” includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person’s need to know in order to:

1. Perform an administrative task required in the school or employee’s contract or position description approved by the school board;
2. Perform a supervisory or instructional task directly related to the student’s education;
3. Perform a service or benefit for the student or the student’s family such as health care, counseling, student job placement, or student financial aid, or
4. Perform a task directly related to responding to a request for data.

J. Parent

“Parent” means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

K. Personally Identifiable

“Personally identifiable” means that the data or information includes, but is not limited to: (a) a student’s name; (b) the name of the student’s parent or other family member; (c) the address of the student or student’s family; (d) a personal identifier such as the student’s social security number or student number or biometric record; (e) other indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

L. Record

“Record” means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

M. Responsible Authority

“Responsible authority” means the superintendent of schools or designee.

N. Student

“Student” includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. Student also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services from the school district.

O. School Official

“School official” includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of their performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of their performance as an employee or contractor.

P. Summary Data

“Summary data” means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.

Q. Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

IV. GENERAL CLASSIFICATION

State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA

and the regulations promulgated thereunder.

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;
2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;
4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;
6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the location set forth in Section XXI. of this policy.

B. Eligible Students

All rights and protections given to parents under this policy transfer to the student when they reach eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in Code of Federal Regulations section 99.31(a).

C. Students with Disabilities

The school district shall follow 34 Code of Federal Regulations sections 300.610-300.617 with regard to the privacy, notice, access, record keeping and accuracy of

information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
 - a. a specification of the records to be disclosed;
 - b. the purpose or purposes of the disclosure;
 - c. the party or class of parties to whom the disclosure may be made;
 - d. the consequences of giving informed consent; and
 - e. if appropriate, a termination date for the consent.
3. When a disclosure is made under this subdivision:
 - a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and
 - b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.
4. A signed and dated written consent may include a record and signature in electronic form that:
 - a. identifies and authenticates a particular person as the source of the electronic consent; and
 - b. indicates such person's approval of the information contained in the electronic consent.
5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:

- a. in plain language;
- b. dated;
- c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
- d. specific as to the nature of the information the subject is authorizing to be disclosed;
- e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
- f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and
- g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minnesota Statutes, Chapter 256B or Minnesota Care under Minnesota Statutes, Chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Section V. of this policy.

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;

2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:
 - a. performs an institutional service or function for which the school district would otherwise use employees;
 - b. is under the direct control of the school district with respect to the use and maintenance of education records; and
 - c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made,
3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code section 7917, Burnsville-Eagan-Savage School District Policy 529 and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes, section 260B.171, unless the data are required to be destroyed under Minnesota Statutes, section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;
4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or their representative, subject to the conditions relative to such disclosure provided under federal law;
5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
 - a. determine eligibility for the aid;
 - b. determine the amount of the aid;

- c. determine conditions for the aid; or
- d. enforce the terms and conditions of the aid.

“Financial aid” for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual’s attendance at an educational agency or institution;

- 6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
 - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system’s ability to effectively serve the student whose records are released; or
 - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system’s ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student’s full name, home address, telephone number, and date of birth; a student’s school schedule, attendance record, and photographs, if any; and parents’ names, home addresses, and telephone numbers.
- 7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information

when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, “organizations,” includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 United States Code section 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student’s education records that are relevant for the school district to defend itself;
11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account

the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
13. Information the school district has designated as “directory information” pursuant to Section VII. of this policy;
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;
15. To the parent of a student who is not an eligible student or to the student himself or herself;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
 - a. the following information about a student must be disclosed: a student’s full name; home address; telephone number; date of birth; a student’s school schedule, daily attendance record, and photographs, if any; and any parents’ names, home addresses, and telephone numbers;
 - b. the existence of the following information about a student, not the

actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file;

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes, section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by

law, and only to the student or the student's parent or guardian;

20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota Statutes, section 260B.171, subdivision 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action;

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements. or

22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code section 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.
23. When requested, educational agencies or institutions may share personal student contact information and directory information for students served in special education with postsecondary transition planning and services under Minnesota Statutes, section 125A.08, paragraph (b), clause (1), whether public or private, with the Minnesota Department of Employment and Economic Development, as required for coordination of services to students with disabilities under Minnesota Statutes, sections 125A.08, paragraph (b), clause (1); 125A.023; and 125A.027.

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;
2. Pursuant to a statute specifically authorizing access to the private data; or
3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

VII. RELEASE OF DIRECTORY INFORMATION

A. Educational Data

1. Educational data designated as directory information is public data on individuals to the extent required under federal law. Directory information must be designated pursuant to the provisions of:
 - a. Minnesota Statutes, section 13.32, subdivision 5; and
 - b. 20 United States Code, section 1232g, and 34 Code of Federal Regulations, section 99.37, which were in effect on January 3, 2012.
2. The school district may not designate a student's home address, telephone number, email address, or other personal contact information as directory information under this section.
3. When requested, the school district must share personal contact information and directory information, whether public or private, with the Minnesota Department of Education, as required for federal reporting purposes.

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain information about an individual obtained after they are no longer a student at the school district and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

C. Present Students and Parents

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein.

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein.

1. When conducting the directory information designation and notice process required by federal law, the school district shall give parents and students notice of the right to refuse to let the district designate specified data about the student as directory information.

2. The school district shall give annual notice by any means that are reasonably likely to inform the parents and eligible students of:
 - a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
 - b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and
 - c. the period of time in which a parent or eligible student has to notify the school district in writing that they do not want any or all of those types of information about the student and/or the parent designated as directory information.

3. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI. of this policy.

4. A parent or eligible student may not opt out of the directory information disclosures to:
 - a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or
 - b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.

5. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate;
2. Home address;
3. School presently attended by student;
4. Parent's legal relationship to student, if applicable; and
5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Section VI. of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases, state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:

- a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
- b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
- c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
- d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and
- e. whether the data concerns medical, dental or other health services provided pursuant to Minnesota Statutes, sections 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes, Chapter 260E, written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes, Chapter 260E.

Regardless of whether a written report is made under Minnesota Statutes, Chapter 260E,, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or that are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
2. A complainant has access to a statement they provided to the school district.
3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes, section 13.393.
4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:

- a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;
 - b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
 - c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.
5. A “pending civil legal action” for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student’s parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, section 121A.40, *et seq.*

XI. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS

- A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.
- B. Data released to military recruiting officers under this provision:
 - 1. may be used only for the purpose of providing information to students about military service, state and federal veterans’ education benefits, and

- other career and educational opportunities provided by the military;
2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces. And
 3. copying fees shall not be imposed.
- C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority, the superintendent of schools or designee in writing by September 15 each year. The written request must include the following information:
1. Name of student and parent, as appropriate;
 2. Home address;
 3. Student's grade level;
 4. School presently attended by student;
 5. Parent's legal relationship to student, if applicable;
 6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
 7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.
- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.
- E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request

from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure Not Prohibited

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:
 - a. The disclosures meet the requirements of Section VI. of this policy; and
 - b. The school district has complied with the record-keeping requirements of Section XIII. of this policy.
2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code section 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification

The school district shall inform the party to whom a disclosure is made of the

requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 Code of Federal Regulations section 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in section 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record Security

The principal of each school, subject to the supervision and control of the responsible authority, shall be the records manager of the school and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

The building principal shall submit to the responsible authority a written plan for securing student records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;
2. Titles and addresses of person(s) responsible for the security of student records;
3. Location of student records, by category, in the buildings;
4. Means of securing student records; and
5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph

C. of this section for compliance with the law, this policy, and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record with the education records of the student that indicates:
 - a. the parties who have requested or received personally identifiable information from the education records of the student;
 - b. the legitimate interests these parties had in requesting or obtaining the information; and
 - c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.

2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:
 - a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
 - b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
 - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 Code of Federal Regulations section 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to

other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code section 2332b(g)(5)(B) or an act of domestic or international terrorism.

4. The record of requests of disclosures may be inspected by:
 - a. the parent of the student or the eligible student;
 - b. the school official or their assistants who are responsible for the custody of the records; and
 - c. the parties authorized by law to audit the record-keeping procedures of the school district.
5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:
 - a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and
 - b. the parties to whom the school district disclosed the information.
6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

A. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

The school district shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Section VIII. of this policy.

B. Response to Request for Access

The school district shall respond to any request pursuant to Subdivision A. of this section immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under Subdivision A. of this section includes:

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and
2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.
3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records they wish to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:
 - a. the cost of materials, including paper, used to provide the copies;
 - b. the cost of the labor required to prepare the copies;
 - c. any schedule of standard copying charges established by the school district in its normal course of operations;
 - d. any special costs necessary to produce such copies from machine based record-keeping systems, including but not limited to computers and microfilm systems; and
 - e. mailing costs.
2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.
3. The cost of providing copies shall be borne by the parent or eligible student.
4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the school district amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.
2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.
3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

B. Right to a Hearing

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C. of this section.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.
2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why they disagree with the decision of the school district, or both.
3. Any statement placed in the education records of the student under Subdivision B. of this section shall:
 - a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and
 - b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.
2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.
3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of their choice at their own expense, including an attorney.
4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minnesota Statutes, Chapter 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
- B. Data practices compliance official means superintendent of schools or designee.
- C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

- A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the U.S. Department of Education, Student Privacy Policy Office, 400 Maryland Avenue S.W., Washington, D.C. 20202-8520.

B. Content of Complaint

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

XVIII. WAIVER

A parent or eligible student may waive any of their rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and

6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

B. Notification to Parents of Students Having a Primary Home Language Other Than English

The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

C. Notification to Parents or Eligible Students Who are Disabled

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

XX. DESTRUCTION AND RETENTION OF RECORDS

Destruction and retention of records by the school district shall be controlled by state and federal law.

XXI. COPIES OF POLICY

Copies of this policy may be obtained by parents and eligible students online at the district's website or at the superintendent's office.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32, Subd. 5 (Directory Information)
Minn. Stat. § 13.393 (Attorneys)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
Minn. Stat. Ch. 256L (MinnesotaCare)
Minn. Stat. § 260B.171, Subds. 3 and 5 (Records)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
Minn. Stat. § 480.40 (Personal Information, Dissemination) Minn. Rules
Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns;
Compilation of Directory Information)

18 U.S.C. § 2331 (Definitions)
 18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
 20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
 20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
 20 U.S.C. § 7908 (Armed Forces Recruiting Information)
 20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
 25 U.S.C. § 5304 (Definitions – Tribal Organization)
 26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
 42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
 42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
 34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
 34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
 42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273 (2002)
 Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

Cross References: Burnsville-Eagan-Savage School District Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
 Burnsville-Eagan-Savage School District Policy 417 (Chemical Use and Abuse)
 Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
 Burnsville-Eagan-Savage School District Policy 519 (Interviews of Students by Outside Agencies)
 Burnsville-Eagan-Savage School District Policy 520 (Student Surveys)
 Burnsville-Eagan-Savage School District Policy 711 (Video Recording on School Buses)
 Burnsville-Eagan-Savage School District Policy 722 (Public Data Requests)
 Burnsville-Eagan-Savage School District Policy 906 (Community Notification of Predatory Offenders)
 MSBA School Law Bulletin “I” (School Records – Privacy – Access to Data)

Agenda IV.A.7.
October 24, 2024

To: Board of Education
Dr. Chris Bellmont, assistant superintendent

From: Isis Buchanan, director of educational equity

Date: October 24, 2024

Re: Approve, on a Second Reading Basis, Changes to Policies: 102; *Equal Educational Opportunity*, 419: *Tobacco Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices* and 609: *Religion and Religious and Cultural Observances*

RECOMMENDATION: That the Board of Education approve, on a second reading basis, changes to policies: 102; *Equal Educational Opportunity*, 419: *Tobacco Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices* and 609: *Religion and Religious and Cultural Observances*.

The policies were reviewed by the Policy Review Committee on September 24, 2024.

Summary of changes:

- Policy 102: *Legislative update* – Adds legislative changes to “discrimination” definition
- Policy 419: *Legislative update*- Adds smudging as a permissible activity
- Policy 609: *Legislative update* -Adds cultural observances provision

Adopted: 10/1999
Reviewed: 09/24/24
Revised: 10/24/24
Rescinds: AC

Burnsville-Eagan-Savage School District Policy 102

102 EQUAL EDUCATIONAL OPPORTUNITY

I. PURPOSE

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district's policy is to provide equal educational opportunity for all students. The school district does not discriminate on the basis of one or more of the following: race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, gender identity and expression, or age. The school district also makes reasonable accommodations for students with disabilities.
- B. The school district prohibits the harassment and discrimination of any individual based on any of the protected classifications listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence (Policy 413).
- C. The school district prohibits discrimination of students with a disability, within the intent of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), who need services, accommodations, or programs in order to receive a free appropriate public education. For information as to protections that may apply pursuant to Section 504 and the school district's corresponding procedures for addressing disability discrimination complaints, refer to the school district's policy on student disability nondiscrimination (Policy 521).
- D. The school district prohibits sexual harassment discrimination of any individual on the basis of sex in its education programs or activities. For information as to the protections that apply pursuant to Title IX and school district's corresponding procedures and processes for addressing sexual harassment and discrimination, refer to the school district's policy on Title IX sex nondiscrimination (Policy 522).
- E. The school district shall provide equal opportunity for members of each sex and to members of all races and ethnicities to participate in its athletic program. In determining whether equal opportunity to participate in athletic programs is

available for the purposes of this law, at least the following factors shall be considered to the extent that they are applicable to a given situation: whether the opportunity for males and females to participate in the athletic program reflects the demonstrated interest in athletics of the males and females in the student body of the educational institution; whether the opportunity for members of all races and ethnicities to participate in the athletic program reflects the demonstrated interest in athletics of members of all races and ethnicities in the student body of the educational institution; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of each sex; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of all members of all races and ethnicities; the provision of equipment and supplies; scheduling of games and practice times; assignment of coaches; provision of locker rooms; practice and competitive facilities; and the provision of necessary funds for teams of one sex.

- F. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- G. Every teacher, administrator, volunteer, contractor, or other employee of the school district is responsible to comply with this policy.
- H. Any student, parent or guardian having a question regarding this policy should discuss it with the Assistant Superintendent.

Legal References: Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
 Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
 20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)
 42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
 42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References: Burnsville-Eagan-Savage School District Policy 105 (Equity, Access and Excellence in Education)
 Burnsville-Eagan-Savage School District Policy 413 (Harassment and Violence)
 Burnsville-Eagan-Savage School District Policy 422 (Policies Incorporated by Reference)
 Burnsville-Eagan-Savage School District Policy 521 (Student Disability Nondiscrimination)
 Burnsville-Eagan-Savage School District Policy 522 (Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process)

Adopted: 6/87
 Reviewed: 09/24/24
 Revised: 10/24/24
 Rescinds: GBK-R, JFCG

Burnsville-Eagan-Savage School District Policy 419

419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES: VAPING AWARENESS AND PREVENTION INSTRUCTION

I. PURPOSE

The purpose of this policy is to maintain learning and working environments that are tobacco and smoke free.

II. GENERAL STATEMENT OF POLICY

- A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related device, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.
- D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.

III. DEFINITIONS

- A. “Electronic delivery device” means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through inhalation of aerosol or vapor from the product. Electronic delivery device includes but is not limited to devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device excludes drugs, devices, or combination products, as those terms are defined in the Federal Food Drug, and Cosmetic Act that are authorized for sale by the United States Food and Drug Administration.
- B. “Heated tobacco product” means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.
- C. “Tobacco” means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; Cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.
- D. “Tobacco-related devices” means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of aerosols or vapor of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.
- E. “Smoking” means inhaling or exhaling, burning or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhaling. Smoking includes carrying or using an activated electronic delivery device.
- F. “Vaping” means using an activated electronic delivery device or heated tobacco product.”

IV. EXCEPTIONS

- A. A violation of this policy does not occur when an American Indian adult lights tobacco on school district property as a part of a traditional American Indian spiritual or cultural ceremony. An American Indian student may carry a medicine pouch containing loose tobacco intended as observance of traditional or cultural practices. An American Indian is a person who is a member of an American Indian tribe as defined under Minnesota law and/or self identifies as an American Indian.
- B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.
- C. An American Indian student or staff member may use tobacco, sage, sweetgrass, and cedar to conduct individual or group smudging in a public school. The process for conducting smudging is determined by the building or site administrator. Smudging must be conducted under the direct supervision of an appropriate staff member, as determined by the building or site administrator.

V. VAPING AWARENESS AND PREVENTION INSTRUCTION

- A. The school district must provide vaping prevention instruction at least once to students in grades 6 through 8.
- B. The school district may use instructional materials based upon the Minnesota Department of Health's school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district's locally developed health standards.

VI. ENFORCEMENT

- A. All individuals on school premises shall adhere to this policy.
- B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.
- C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.
- D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.
- E. Persons who violate this tobacco-free policy may be referred to the building

administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.

- F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.
- G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

VI. DISSEMINATION OF POLICY

- A. This policy shall appear in the student handbook.
- B. The school district will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)
 Minn. Stat. § 121A.08 (Smudging Permitted)
 Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)
 Minn. Stat. § 609.685 (Sale of Tobacco to Persons Under Age 21)
 2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

Cross References: Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
 Burnsville-Eagan-Savage School District Policy 706 (Acceptance of Gifts)

Adopted: 3/10/2016
Reviewed: 09/24/24
Revised: 10/24/24
Rescinds

Burnsville-Eagan-Savage School District Policy 609

609 RELIGION AND RELIGIOUS AND CULTURAL OBSERVANCES

I. PURPOSE

The purpose of this policy is to identify the status of religion as it pertains to the programs of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall neither promote nor disparage any religious belief or nonbelief. Instead, the school district encourages all students and employees to have appreciation for and tolerance of each other's views.
- B. The school district also recognizes that religion has had and is having a significant role in the social, cultural, political, and historical development of civilization.
- C. The school district recognizes that one of its educational objectives is to increase its students' knowledge and appreciation of music, art, drama, and literature which may have had a religious basis or origin as well as a secular importance.
- D. Religious music, art, drama, and literature may be included in the curriculum and in school activities provided it is intrinsic to the learning experience and is presented without a religious purpose.
- E. The historical and contemporary values and the origin of various religions, holidays, customs, and beliefs may be presented in a nonreligious manner as part of the school district's curriculum.

III. RESPONSIBILITY

- A. The superintendent or designee shall be responsible for ensuring that the study of religious materials, customs, beliefs, and holidays in the school district is in keeping with the following guidelines:
 - 1. The proposed activity must have a secular purpose.
 - 2. The primary objective of the activity must be one that neither advances nor inhibits religion.
 - 3. The activity must not foster excessive governmental relationships with religion.

4. Notwithstanding the foregoing guidelines, reasonable efforts must be made to accommodate any student who wishes to be excused from a curricular activity for a religious observance or American Indian cultural practice, observance, or ceremony. The school district must provide annual notice to parents of this policy.
- B. The superintendent is granted authority to develop and present for school board review and approval directives and guidelines for the purpose of providing further guidance relative to the teaching of materials related to religion. Approved directives and guidelines shall be attached as an addendum to this policy.

Legal References: U. S. Const., amend. I
 Minn. Stat. § 120A.22, Subd. 12 (Compulsory Instruction)
 Minn. Stat. § 120A.35 (Absence from School for Religious and Cultural Observances)
 Minn. Stat. § 121A.10 (Moment of Silence)
Good News Club v. Milford Central School, 533 U.S. 98, 121 S.Ct. 2093, 150 L.Ed.2d 151 (2001)
Santa Fe Indep. Sch. Dist. v. Doe, 530 U.S. 290, 120 S.Ct. 2266 (2000)
Tangipahoa Parish Bd. of Educ. v. Freiler, 530 U.S. 1251, 120 S.Ct. 2706 (2000)
Lemon v. Kurtzman, 403 U.S.602, 91 S.Ct. 2105, 29 L.Ed.2d 745 (1971)
Child Evangelism Fellowship v. Minneapolis Special Sch. Dist. No. 1, 690 F.3d 996 (8th Cir. 2012)
Wigg v. Sioux Falls Sch. Dist., 382 F.3d 807 (8th Cir. 2004)
Doe v. School Dist. of City of Norfolk, 340 F.3d 605 (8th Cir. 2003)
Stark v. Independent Sch. Dist. No. 640, 123 F.3d 1068 (8th Cir. 1997)
Florey v. Sioux Falls Sch. Dist. 49-5, 619 F.2d 1311 (8th Cir. 1980)
Roark v. South Iron R-1 Sch. Dist., 573 F.3d 556 (8th Cir. 2009)
Child Evangelism Fellowship v. Elk River Area Sch. Dist. No. 728, 599 F.Supp.2d 1136 (D. Minn. 2009)
LeVake v. Independent Sch. Dist. No. 656, 625 N.W.2d 502 (Minn. App. 2001)
 Minn. Op. Atty. Gen. 169-J (Feb. 14, 1968)
 Minn. Op. Atty. Gen. 169-K (Oct. 21, 1949)
 Minn. Op. Atty. Gen. 63 (1940)
 Minn. Op. Atty. Gen. 120 (1924)
 Minn. Op. Atty. Gen. 121 (1924)

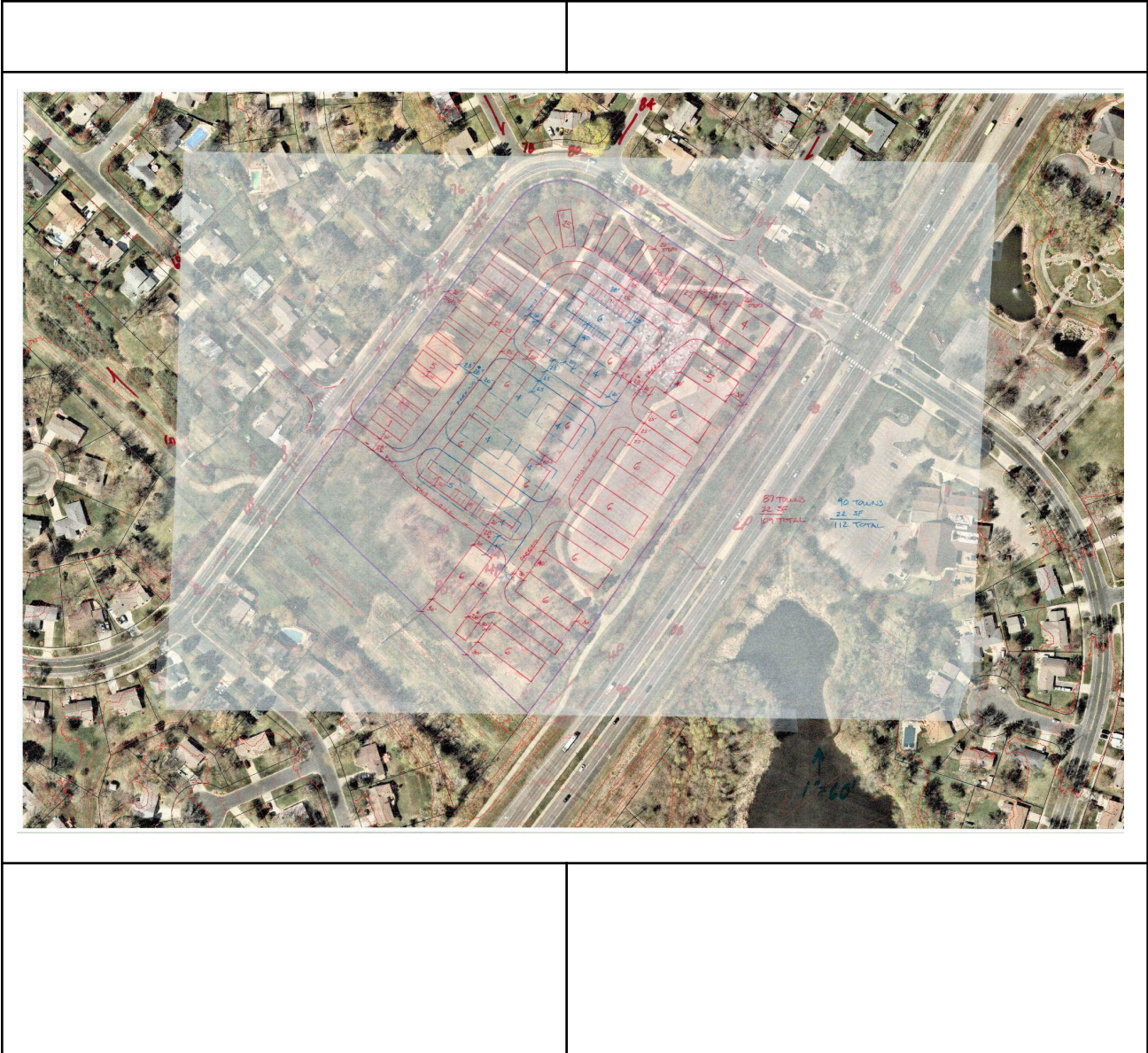
Cross References: Burnsville-Eagan-Savage School District Policy 102 (Equal Educational Opportunity)
 Burnsville-Eagan-Savage School District Policy 105 (Equity, Access and Excellence in Education)
 Burnsville-Eagan-Savage School District Policy 801 (Equal Access to School Facilities)

October 24, 2024 Board Meeting

Board Members' Questions and Staff Responses regarding BoardBook materials

(Sioux Trail Purchase)

Board Member Question	Staff Response
<p>1. In the Recommendation and Resolution: <i>"Miscellaneous: Buyer acknowledges buying the property "As Is" with no right of reduction in purchase price. District will not enter into any service contacts that can't be terminated within 30 days' notice."</i> Is it service contacts or contracts?</p> <p>2. Please post the Resolution. We currently have the Recommendation posted twice: once as the Recommendation, and once as the Resolution.</p> <p>3. Please present visuals and new facility details including a site plan for the use case of the property.</p>	<p>1. We will update the word contact to contract. We were waiting on the final version from the attorney. The final agreement was updated in the board book and sent to the BOE earlier this week.</p> <p>2. We have uploaded the resolution into the board packet.</p> <p>3. Below is the concept drawing that the developer provided to Burnsville last week to review for zoning purposes. It appears that the initial feedback was positive for the concept as to what the zoning would allow. Another meeting between the developer and Burnsville will occur on Monday to move the process along. As was presented at the closed session they are looking at around 70 detached townhomes around the \$400k price point. This is preliminary as was the Metcalf and DEC projects and will evolve with input from the City, county and other development councils. The developer's project meets the only Open Facility Requirement as passed by the Board to not sell or lease to a competitor for educational purposes. Zach Mahan from M & I will be at the meeting on Thursday.</p>



(Topic)

Board Member Question	Staff Response

(Topic)

Board Member Question	Staff Response

Agenda IV.B.1.
October 24, 2024

To: Board of Education
Dr. Chris Bellmont, assistant superintendent

From: Stacey Sovine, executive director of administrative services

Date: October 24, 2024

Re: Metcalf Middle School Purchase Agreement Revision

RECOMMENDATION: That the Board of Education adopt the resolution ratifying authorization of conveyance of property by Independent School District No.191 to Syndica, LLP and execution of first amendment to amended and restated purchase agreement in connection therewith.

Notes:

Through the entitlement process with the City, the developer was informed of an additional round of approvals and a required sewer study. In addition, they have to complete a Phase 2 environmental study to address clean up of the school fuel tank and potentially issues with the neighboring gas station site. As such, this may delay their timing for obtaining all approvals from the City and closing.

To accommodate their anticipated updated timing, they have requested:

1. That the approvals period be extended by 30 days. Originally they had from September 31, 2024, with the ability to extend by two 90-day periods (April 30, 2025). They are requesting that it be from October 25, 2024, with the ability to extend for a 90-day period (January 25, 2025) and another 120-day period (May 25, 2025); and
2. Extend the required closing date by 60 days from May 1, 2025 to July 1, 2025.

Attached in the board packet for your review and reference is a first amendment to the amended and restated purchase agreement which has already been signed by the developer.

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

**RESOLUTION RATIFYING AUTHORIZATION OF CONVEYANCE OF
PROPERTY BY INDEPENDENT SCHOOL DISTRICT NO. 191 TO SYNDICA,
LLP AND EXECUTION OF FIRST AMENDMENT TO AMENDED AND
RESTATED PURCHASE AGREEMENT IN CONNECTION THEREWITH**

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. Pursuant to a resolution adopted by the Board on May 9, 2024 (the “Approving Resolution”), the School District and Syndica, LLP, a North Dakota limited liability partnership (“Buyer”), executed that certain Amended and Restated Purchase Agreement dated May 9, 2024 (the “A&R Purchase Agreement”), which amends and restates that certain Purchase Agreement, made on April 28, 2022 (the “Original Agreement”), under which the School District agreed to sell and Buyer agreed to purchase from Seller, certain real estate located at 2250 Diffley Road, in the City of Eagan, Dakota County, Minnesota (PID No. 100300031010), legally described on Exhibit A of the A&R Purchase Agreement (the “Property”).

1.02. Thereafter, in accordance with the authority granted under Section 2.02 of the Approving Resolution, which approved the A&R Purchase Agreement subject to modifications that do not alter the substance of the transaction, the School District and the Buyer executed that certain First Amendment to the Amended and Restated Purchase Agreement (the “First Amendment”), dated September 26, 2024 (together, the Original Agreement, the A&R Purchase Agreement, and the First Amendment are hereinafter referred to as the “Purchase Agreement”).

Section 2. First Amendment to Amended and Restated Purchase Agreement Approved.

2.01. The Board hereby ratifies its findings and approvals in the Approving Resolution.

2.02. The Board hereby approves the First Amendment and ratifies the execution of the First Amendment by the Board Chair and the Board Clerk of the School District.

2.03. 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 ___ day of October, 2024, by the School Board of Independent School District No. 191 (Burnsville – Eagan – Savage), Dakota and Scott Counties, Minnesota.

ATTEST:

Board Chair

Board Clerk

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED PURCHASE AGREEMENT**

This First Amendment to the Amended and Restated Purchase Agreement (the “First Amendment”) is entered into and effective the 26th day of September, 2024 (the “First Amendment 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”).

RECITALS:

WHEREAS, Seller and Buyer executed that certain Purchase Agreement, made on April 28, 2022 (the “Original Agreement”), as amended by the Amended and Restated Purchase Agreement dated May 9, 2024 (the “A&R Purchase Agreement”) under which Seller agreed to sell and Buyer agreed to purchase from Seller, certain real estate located at 2250 Diffley Road, in the City of Eagan, Dakota County, Minnesota (PID No. 100300031010), legally described on Exhibit A of the A&R Purchase Agreement (the “Property”); and

WHEREAS, Buyer and Seller desire to revise Sections 8 and 9 of the A&R Purchase Agreement as set forth below.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree that the A&R Purchase Agreement is hereby resurrected, reinstated and amended as follows:

1. **Recitals.** The above Recitals are hereby incorporated as a material part of this First Amendment with the same force and effect as if restated in full in this Section.
2. **Capitalized Terms.** Except as otherwise set forth in this First Amendment, terms capitalized in this First Amendment, but not otherwise defined, have the meanings ascribed to them in the A&R Purchase Agreement.
3. **Extension Periods.** The first and second sentences of Section 8 of the A&R Purchase Agreement are deleted and replaced with the following:

Following the conclusion of the Due Diligence Period, the Buyer shall have until October 25, 2024 (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 one 90-day period and one 120-day period (each an “Extension Period”).

4. **Closing Date.** The first sentence of Section 9 of the A&R Purchase Agreement is deleted and replaced with the following:

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 or July 1, 2025, whichever is earlier (the “Closing Date”).

5. **Miscellaneous.** The A&R Purchase Agreement, except as modified herein, is hereby confirmed to be in full force and effect. The individuals executing this First Amendment hereby represent and warrant that they are empowered and duly authorized to so execute this First Amendment on behalf of the parties they represent. This First Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns. This First Amendment may be executed in any number of counterparts, each of which when executed shall be deemed an original with all such counterparts taken together shall constitute one and the same instrument. Facsimile or email (PDF format) signatures shall be deemed and treated as originals. The A&R Purchase Agreement, as amended by this First Amendment, constitutes the entire agreement between Buyer and Seller with respect to the Property and may be amended or altered only by written agreement executed by Seller and Buyer, and supersedes all prior agreements, whether written or oral, between the parties. The A&R Purchase Agreement, as amended by this First Amendment, and the rights and obligations of the parties hereto, must be construed and enforced in accordance with the laws of the State of Minnesota, without regard to conflict of law principles

[Signature page to follow]

[Signature Page to First Amendment to Amended and Restated Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the First Amendment Effective Date.

SELLER:

INDEPENDENT SCHOOL DISTRICT NO. 191
(Burnsville-Eagan-Savage), a body corporate and politic in the State of Minnesota

By: _____
Name: Eric Miller
Its: Board Chair

By: _____
Name: Abigail Alt
Its: Board Clerk

BUYER:

Syndica, LLP,
a North Dakota limited liability partnership

By:  _____
Name: Austin Morris
Its: Managing Partner



**Agenda IV.B.2.
October 24, 2024**

To: Board of Education
Dr. Chris Bellmont, assistant superintendent

From: Stacey Sovine, executive director of administrative services

Date: October 24, 2024

Re: Consider Adopting a Resolution to Approve Purchase Proposal for the Sioux Trail Elementary School Property

RECOMMENDATION: That the Board of Education adopt the proposed resolution to approve the purchase agreement between Independent School District No. 191 and M/I Homes of Minneapolis/St. Paul, LLC.

Notes:

On September 12, 2024, 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: M/I Homes of Minneapolis/St. Paul, LLC.

Purchase Price: \$3,500,000

Earnest Money: \$50,000 deposited upon execution of the Agreement with CHB Title LLC.

Within 5 days of the expiration of the Due Diligence period, if the Buyer does not terminate the Agreement, the Buyer will deposit an additional \$100,000 with the Title Company.

Upon expiration of the Due Diligence Period, all earnest money shall become non-refundable, except if Buyer terminates the Agreement pursuant to title examination, inability to obtain City entitlements, condemnation or default on part of the District.

Financing: Cash

Due Diligence: 120 Days from execution of the Agreement to conduct an investigation of the property and work with the City of Burnsville 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.

Entitlement Period: Upon satisfactory Due Diligence Period, the Buyer has until July 15, 2025, days to obtain all necessary approvals from the City. The Buyer will make application for entitlements within 120 of the date of the Agreement.

Buyer may extend the Entitlement Period by 4 months.

Closing Date: Within 15 days following the City's approval of the final plat of the property, but in the event no later than July 30, 2025. 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: Both parties acknowledge there are no broker commissions to be paid.

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 120 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.

Preliminary Concept:

Below is the concept drawing that the developer provided to the city of Burnsville last week, preliminary plans include looking at around 70 detached townhomes and single family homes around the \$400,000 price point.



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

**RESOLUTION APPROVING PURCHASE AGREEMENT BETWEEN
INDEPENDENT SCHOOL DISTRICT NO. 191 AND M/I HOMES OF
MINNEAPOLIS/ST. PAUL, LLC.**

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 M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability partnership (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 2801 River Hills Drive, in the City of Burnsville, Minnesota (the "Property") to the Buyer. The Property is described as:

Outlot A, River Hills 2nd Addition, according to the recorded plat thereof, County of Dakota, State of Minnesota.

PID: 02-64101-00-010

1.02. Pursuant to the Purchase Agreement, the School District will convey the Property to the Buyer for a purchase price of \$3,500,000.00.

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 March 23, 2023, the Board of the School District adopted a resolution entitled: Resolution Approving Modifications to the District's Open Facilities Action Plan and Authorizing District Administration to Consider Options for the Sale or Lease of Certain Open Facilities," which authorized the lease and/or sale of certain surplus properties of the School District no longer needed for school purposes, including the Property (the "Modified Open Facilities Resolution"). The Modified Open Facilities Resolution modified the resolution adopted by the Board of the School District on October 8, 2020, 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" (together with the Modified Open Facilities Resolution, 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 ___ day of _____, 2024, by the School Board of Independent School District No. 191 (Burnsville – Eagan – Savage), Dakota and Scott Counties, Minnesota.

Board Chair

ATTEST:

Board Clerk

PURCHASE AGREEMENT

1. PARTIES. This Purchase Agreement (this “Agreement”) is made on this _____ day of _____, 2024 (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 M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company (the “Buyer”).

2. SUBJECT PROPERTY. The Seller is the owner of that certain real estate located at 2801 River Hills Drive, in the City of Burnsville, Dakota County, Minnesota (PID No. 02-64101-00-010), 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.

4. PERSONAL PROPERTY AND FIXTURES. There is no personal property included in this sale. Because the structures on the Property are expected to be demolished by Buyer, if Seller desires to take any fixtures, those items shall be removed by the Seller prior to closing.

5. PURCHASE PRICE AND TERMS:

A. PURCHASE PRICE. The Buyer shall pay the Seller \$3,500,000.00 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. Within seven (7) days of the Effective Date, the Buyer shall deposit \$50,000.00 in earnest money (the “Earnest Money”) (which shall include any Additional Earnest Money as this term is defined below when paid pursuant to Section 7 below) with CHB Title, LLC (the “Title Company”), which may be placed in an interest-bearing account. The Earnest Money, and any Additional Earnest Money 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 and any Additional Earnest Money and any debts/credits at Closing to the Seller 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 Buyer contingencies, which must be accepted or waived before the expiration of the Due Diligence Period, the Entitlement Period (where applicable) or the Closing 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) Prior to expiration of the Due Diligence Period, the Buyer's review of the Due Diligence Materials (as defined herein) to the satisfaction of Buyer in its sole discretion.
- (4) Prior to the expiration of the Entitlement Period, the Buyer has obtained approval from the City of Burnsville (the "City") to re-guide and rezone the Property for the Buyer's intended use;
- (5) Prior to the expiration of the Entitlement Period, the Buyer has obtained approval from the City of the Buyer's preliminary plat and final plat of the Property;
- (6) Prior to the expiration of the Entitlement Period, the Buyer has obtained any required engineer's permits or necessary watershed district approvals; and
- (7) Prior to the expiration of the Entitlement Period, 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.

B. During the Due Diligence Period, 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; ADDITIONAL EARNEST MONEY.

Commencing on the Effective Date and for 120 calendar days after the Effective 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. Seller shall cooperate with Buyer's efforts to perform and complete due diligence investigations during the Due Diligence Period. Within 5 days of the expiration of the Due Diligence Period, should the Buyer decide not to terminate this Agreement, the Buyer will deposit an additional deposit of \$100,000.00 with the Title Company (the "Additional Earnest Money").

Upon the expiration of the Due Diligence Period, the Earnest Money and the Additional Earnest Money shall become non-refundable, except if Buyer terminates this Agreement pursuant to Section 15 (Title Examination), Section 8 (Entitlements), Section 20 (Condemnation) or Section 22 (following a Seller default).

8. ENTITLEMENT PERIOD. Following the conclusion of the Due Diligence Period, the Buyer shall have until July 15, 2025 (the "Entitlement Period") to obtain all necessary entitlements of the Property in a manner the Buyer deems necessary for construction and sale of the Buyer's residential product. The Seller agrees to cooperate with the Buyer throughout the entitlement process of the Property. The Buyer will make applications for entitlements within one hundred twenty (120) days after the Effective Date. If, at the expiration of the Entitlement Period, the Buyer has not obtained final plat approval and all other governmental approvals necessary to develop the Property, the Buyer has the right to exercise a four-month extension (the "Extension Period"). Upon the conclusion of the Entitlement Period, as extended by any Extension Period, without prior termination this Agreement shall constitute a binding contract that is not subject to any material contingencies, as described in Treasury Regulations, Section 1.141-2(c).

Provided that Seller is not in default hereunder and is able to deliver title as contemplated herein, after the expiration of the Entitlement Period and the Extension Period, if applicable, 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 other reason, the Buyer may terminate this Agreement by giving the Seller written notice of termination. In that event, the Earnest Money and any Additional Earnest Money shall be retained by the Seller, and this Agreement shall be null and void and neither party shall have any further obligation to the other.

9. CLOSING DATE. The closing of the sale of the Property (the "Closing") shall take place within 15 days following the City's approval of the Buyer's final plat of the Property, or as otherwise mutually agreed upon by the parties but in no event later than July 30, 2025 (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 or control 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, environmental reports or inspections, plans and specifications or other records of the Property that the Seller has in the Seller’s possession (the “Due Diligence Materials”).

11. SURVEYING, ENVIRONMENTAL INSPECTION, AND SOIL TESTS. From the Effective Date through termination or Closing hereunder, 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 by the Buyer shall occur outside of normal school business hours as reasonably 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 substantially the same condition as before such change or alteration by the Buyer, at the Buyer’s expense. The Buyer shall not have the right to do any intrusive testing, except geo-tech soil testing, lead paint and asbestos 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 but shall not be required to turn over any confidential or proprietary information. 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), (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 and sign closing documents as required herein.
 - (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) 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 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; and (d) one-half of the Closing fee charged by the Title Company, if any, utilized to close the transaction contemplated by this Agreement. 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 the Effective Date, 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 in this Agreement or in Seller’s closing documents. 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 in this Agreement or in Seller’s closing documents. Except for the Seller’s express representations and warranties contained in this Agreement or in Seller’s closing documents, all other warranties, either express or implied, of the physical condition (including environmental condition) of the Property are void.

17. EFFECT OF INVESTIGATION. The representations, warranties and covenants of the Seller set forth in this Agreement shall survive the Closing for a period of 12 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 has 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 has 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 as part of the Due Diligence Materials.
- M. Delivery of Due Diligence Materials. The Seller has or will deliver or make available to the Buyer complete copies of all Due Diligence Materials, and there are no other documents or information that have not been or will not be provided to the Buyer.
- N. 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.
- O. Underground Storage Tank. The Seller does not know of any underground storage tanks 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, defend and hold the Buyer harmless from any damages sustained by the Buyer that were caused by the Seller’s breach of any of the above representations and warranties, but only if the claim for indemnification is made within 12 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. 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 breach of any of the above representations and warranties, but only if the claim for indemnification is made within 12 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 30 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 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. The Seller 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 Seller agrees to indemnify the Buyer for any and all claims for brokerage commissions or finders' fees in connection with negotiations for the sale of the Property arising out of any alleged agreement or commitment or negotiation by the Seller, and 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.

22. REMEDIES. If the Seller defaults in any of the agreements herein, the Buyer may (i) terminate this Agreement and seek actual damages for breach of this Agreement or (ii) 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 this Agreement is terminated as a result of a default of this Agreement by the Seller, the Earnest Money and the Additional 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, unless this Agreement is terminated 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).

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 sent by email with receipt confirmed or hand delivered or the date of receipt or the date of delivery if deposited with a reputable overnight delivery service or 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
Email: superintendent191@isd191.org
- With a copy to: Kennedy & Graven, Chartered
Attn: Sarah J. Sonsalla
150 South 5th Street, Suite 700
Minneapolis, MN 55402
Email: ssonsalla@kennedy-graven.com
- If to the Buyer: M/I Homes of Minneapolis/St. Paul, LLC
Attn: Tana Wahtola
5354 Parkdale Drive #100
St. Louis Park, MN 55416
Email: twahntola@mihomes.com
M/I Homes
4131 Worth Avenue
Columbus, OH 43219
Attn: Legal Department
lpowers@MIHomes.com
- With a copy to: Larkin Hoffman Daly & Lindgren, Ltd.
Attn: Thomas F. Alexander
8300 Norman Center Drive, Suite 1000
Minneapolis, MN 55437-1060
Email: talexander@larkinhoffman.com

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 Effective 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 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 180 days of the Closing Date, Buyer shall demolish the structures on the Property. If Buyer fails to demolish the structures on the Property within 180 days of the Closing Date, Seller may re-enter the Property upon prior written notice to Buyer for the sole purpose of demolishing the structures on the Property (including all preliminary work related thereto) as required hereunder. Any 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, Seller may place a lien against the Property for such costs. This provision shall survive Closing. This requirement shall be set forth in the deed to the Property to be executed by Seller at Closing.
- E. Buyer understands and agrees that the Property shall be subject to a restrictive covenant, in the 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. Intentionally left blank.

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.

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.

33. EXECUTION BY BUYER. This Agreement and any amendments hereto shall not be effective against Buyer unless executed and delivered by at least one of the following officers on behalf of Buyer (each, an “**Authorized Officer**”): Robert H. Schottenstein, its Chief Executive Officer and President; Phillip G. Creek, its Executive Vice President and Chief Financial Officer; Susan Krohne, its Senior Vice President and Chief Legal Officer; Zachary M. Sugarman, Vice President and Deputy General Counsel; McDonald W. Taylor, its Vice President and Assistant General Counsel; or James A. Carr II, its Vice President and Assistant General Counsel. Execution and delivery by anyone in addition to an Authorized Officer may be for Buyer convenience but is not effective as against Buyer unless, as noted above, at least one Authorized Officer also executes and delivers this Agreement and any amendment hereto. Once this Agreement has been executed by an Authorized Officer, Tom Jacobs, the Region President, or John Rask, the Area President, is authorized and empowered to execute and deliver in the name and on behalf of Buyer any and all documents that may be required to effectuate the Closing of the purchase of the Property in accordance with this Agreement. The foregoing shall not limit Buyer's right through a duly adopted resolution of Buyer, to add to, reduce or substitute any Authorized Officer, or the Area President, for any purpose. This Agreement shall be considered void and of no force or effect unless Buyer has signed and delivered its signature page, including that of an Authorized Officer within five (5) Business days after the date signed and delivered by Seller, unless Seller agrees in writing to extend such time period.

[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: _____
Eric Miller
Its: Board Chair

By: _____
Abigail Alt
Its: Board Clerk

BUYER

**M/I HOMES OF MINNEAPOLIS/
ST. PAUL, LLC**

By: _____

(Printed Name)

Its: _____

By: _____

(Printed Name)

Its: _____

EXHIBIT A**Legal Description of the Property**

Outlot A, River Hills 2nd Addition, according to the recorded plat thereof, County of Dakota, State of Minnesota.

PID: 02-64101-00-010

4855-4136-0110, v. 2



**Agenda V.
October 24, 2024**

To: Board of Education
Dr. Chris Bellmont, assistant superintendent

From: Eric Miller, board chair

Date: October 24, 2024

Re: Work Session for Board Discussion about Uses of Excess Funds from Sale of Diamondhead Outlot, Metcalf Middle School and Sioux Trail Elementary

Uses of Excess Funds from Sale of Diamondhead Outlot, Metcalf Middle School and Sioux Trail Elementary School

October 24, 2024

Current Transactions and Net Proceeds

Location	Outstanding bonds at time of closing	Purchase price	Net proceeds
Metcalf Middle School	\$ (4,761,834.00)	\$ 9,631,000.00	\$ 4,869,166.00
DEC Outlot	\$ -	\$ 900,000.00	\$ 900,000.00
Sioux Trail Elementary	\$ (1,245,541.00)	\$ 3,500,000.00	\$ 2,254,459.00
	\$ (6,007,375.00)	\$14,031,000.00	\$ 8,023,625.00

Fund Balance Categories

- **Unassigned:** Funds not classified in the following categories.
- **Nonspendable:** Represents the amount already spent on inventory and prepaid amounts.
- **Restricted (ALC):** Established by legislation. State statutes require the revenue and expenditures for certain programs such as long term facilities maintenance, operating capital, Area Learning Center, etc to be restricted/reserved in their own fund balance account.
- **Committed:** Represents amounts for a specific purpose established by the district using the highest level of decision making authority (generally the school board). The district uses this currently for ProPay, facilities rental, and building carryover.
- **Assigned:** Similar to committed balances, represents amounts for a specific purpose established by the district using the highest level of decision making authority OR someone the school board has delegated the authority to assign amounts for a specific purpose (Executive Director of Administrative Services according to [policy 714](#)).

Thank you!