

BOARD AGENDA

INDEPENDENT SCHOOL DISTRICT 191

Burnsville High School Senior Campus
Diamondhead Education Center
Regular Meeting
August 13, 2015
6:30 PM

(6:00 PM Listening Session with Directors Ron Hill and Sandy Sweep)

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

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. Minutes 3
 - 2. Human Resources 7
 - 3. Donations 11
 - 4. Approve Change Order #1 Sky Oaks 13
 - 5. Approve Change Order #1 Diamondhead Education Center 15
 - 6. Approve Change Order #1 Rahn and Eagle Ridge 17
 - 7. Change Order #1, 2, 3, 4 Pavement Rehab. Project WB 19
 - 8. Approve change orders #001, #003, #004, #005, #006 for the 2015 Additions and Alterations to Burnsville High School Bid Package #1 25
- III. New Business
 - A. Approve Ice Arena Lease with City of Burnsville for 2015-16 School Year 37
Presenter: Lisa Rider, Executive Director of Business Services
Time: 5 Minutes
 - B. Approve a Five Year Land Lease Agreement with Burnsville High School Black and Gold Alumni Foundation 43
Presenter: Lisa Rider, Executive Director of Business Services and Jeff Marshall, Activities and Athletic Director
Time: 5 Minutes
 - C. Award Bid Package # 3 Burnsville High School 68
Presenter: Lisas Rider, Executive Director of Business Services
Time: 5 Minutes
 - D. Award ISD 191 Paging System Replacement Bid 76
Presenter: Lisa Rider, Executive Director of Business Services
Time: 5 Minutes
 - E. Approve Long-Term Facilities Maintenance Revenue 79

Presenter: Lisa Rider, Executive Director of Business Services
Time: 5 Minutes

- F. Adopt a Resolution Approving ISD 917's Long-Term Facility Maintenance Program Budget and Authorizing the Inclusion of a Proportionate Share of those Projects in the District's Application for Long-Term Facility Maintenance Revenue 82

Presenter: Lisa Rider, Executive Director of Business Services
Time: 5 Minutes

- G. Approve Lease for Purchase of Chromebooks for Social Studies 87
Presenter: Lisa Rider, Executive Director of Business Services
Time: 5 Minutes

- H. Approve Procurement of Chromebooks 93
Presenter: Lisa Rider, Executive Director of Business Services
Time: 5 Minutes

- I. Approve, on a First Reading Basis, Board Policies 405: *Veteran's Preference*, 407: *Employee Right to Know-Exposure to Hazardous Substances*, 408: *Subpoena of a School District Employee*, 414: *Mandated Reporting of Child Neglect or Physical or Sexual Abuse*, 415: *Mandated Reporting of Maltreatment of Vulnerable Adults*, 422: *Policies Incorporated by Reference*, 423: *Employee-Student Relationships*, 424: *License Status*, 427: *Workload Limits for Certain Special Education Teachers*, 206: *Public Participation in School Board Deliberations* and 509: *Enrollment of Nonresident Students-Regulation* 96

Presenter: Dr. Joe Gothard, Superintendent
Time: 10 Minutes

IV. Reports

A. Superintendent

B. Board Members

- V. Adjourn to a Closed Session to Discuss Negotiation Strategies as permitted by Minn. Statute § 13D.03

School Board Minutes
INDEPENDENT SCHOOL DISTRICT 191
June 25, 2015

The meeting of the Board of Education was called to order by Chair VandenBoom at 6:30 p.m. at the Burnsville High School Senior Campus in the Diamondhead Education Center.

Call to Order

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

Attendance

VandenBoom welcomed the audience and asked Currier to lead the Pledge of Allegiance.

Pledge of Allegiance

Public recognition was given to Foundation 191 Grants.

Public Recognition

Hill arrived at 6:35 p.m.

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

Agenda

Moved by Luth, seconded by Alt, to approve the consent agenda with item II.B.9 removed:

Consent Agenda

- Minutes of the June 11, 2015 board meeting and closed session.
- Approve personnel recommendations for J. Bonneville, K. Black, D. Goeldner, M. Mello, P. Nania, A. Herkenhoff, M. Tillman, A. Christenson, N. Ellison, L. Jorgenson, A. Leafblad, C. Griswold, D. Sather, T. Kruger, C. Schmid, R. Betting, R. Richardson, A. Brotten, E. Duea and J. Runyon.
- Adopt a resolution to approve and accept donations.
- Approve May payroll checks numbered 718123-718150, and direct deposit notices numbered 572539-575585, in the net amount of \$3,778,416.90. May and June claims to date represented by checks numbered 439939-440646, 1013055-1013457, 112-117, and 101048-101074 and wire transfers and adjustments totaling \$6,734,525.85. Accepts May receipts of \$18,524,042.30 and investments for the General Fund, 2012A Alt Facilities, and OPEB of \$113,607,582.76 as of May 31, 2015.
- Accept the budget analysis for the month ending May 31, 2015.
- Authorize the release of June and July checks covering district obligations due and payable for June and July business.

Minutes
Personnel

Donation
Checks,
Deposits,
Investments and
Receipts

Accept Budget
Authorize
Release

<ul style="list-style-type: none"> - Approve scheduling a board retreat on August 17, 2015 from 8:00 a.m. to 4:30 p.m. at the Brackett's Crossing Country Club, 17976 Judicial Road, Lakeville, MN, 55044. 	Retreat
<ul style="list-style-type: none"> - Approve the second reading of Board Policies 208: <i>Development, Adoption and Implementation of Policies</i>; 305: <i>Policy Implementation</i>; 101: <i>Legal Status of the School District</i>; 101.1 <i>Name of the School District</i>; 102: <i>Equal Educational Opportunity</i>; 103: <i>Complaints-Students, Employees, Parents, Other Persons</i>; 403: <i>Discipline, Suspension, and Dismissal of School District Employees</i> and rescind Polices KL and GCPAB. 	Policies
<ul style="list-style-type: none"> - Approve an extended field trip proposal submitted by Sky Oaks Elementary for fifth and sixth grade students to go to Eagle Bluff Environmental Center with fifth graders attending December 7-9, 2015 and sixth graders attending December 9-11, 2015. <p>Motion carried unanimously (7, 0).</p>	Sky Oaks Field Trip
<p>Moved by Hill, seconded by Schmid, to postpone definitely the report on Propay. Motion carried unanimously (7, 0).</p>	Report on Propay
<p>Received a report from Tom Umhoefer, director of community education and Christian Kibler, coordinator regarding the Burnsville Youth Collaborative.</p>	Report on BYC
<p>Moved by Hill, seconded by Currier, to approve the three year subscription agreement for Learning Management System (LMS) with Schoology. Motion carried unanimously after discussion (7, 0).</p>	LMS
<p>Received a report from Cindy Amoroso on the 2015-2020 Strategic Roadmap.</p>	Strategic Roadmap
<p>Moved by Schmid, seconded by Alt, to approve the changes to the 2015-16 Student/Parent Handbook. Motion carried unanimously after discussion (7, 0).</p>	Student Parent Handbook
<p>Hill left the meeting at 7:47 p.m.</p>	
<p>Moved by Currier, seconded by Sweep, to approve the 2015-16 parent handbook for the ECSE Program. Motion carried unanimously (6, 0).</p>	ECSE Handbook
<p>Hill returned to the meeting at 7:53 p.m.</p>	
<p>Moved by Luth, seconded by Sweep, to approve the 2015-16</p>	BEST Handbook

student/parent handbook for the BEST Services Transition Program. Motion carried unanimously after discussion (7, 0).

Moved by Sweep, seconded by Currier, approve the agreement for mental health services with Headway Emotional Health Services for 2015-2016 for a total of \$ 287,694. Motion carried unanimously after discussion (7, 0).

Headway
Contract

Moved by Alt, seconded by Luth, to approve the 2015-16 Adopted Budget providing all funds revenues of \$161,527,203 and all funds expenditures of \$230,664,225. Motion carried unanimously after discussion (7, 0).

2015-16 Adopted
Budget

Moved by Luth, seconded by Alt, to approve the commitment of fund balance for Fiscal year 2015 to include fund balance resulting from carryover funds and Propay funds. A point of order by Hill was sustained as board members may only discuss and vote on the current motion. Main motion carried after discussion (5, 2 with Alt, VandenBoom, Hill, Sweep and Schmid voting in favor and Currier and Luth voting against).

Committed
Funds

Moved by Schmid, seconded by Sweep, to award the Burnsville High School Bid Package #2 of Precast Concrete Wall Panels to Wells Concrete, Inc. and authorize the signing of contract. Motion carried unanimously after discussion (7, 0).

Bid Package #2

Received a report from Director Luth regarding Superintendent Gothard's performance evaluation that took place during a closed session on June 11, 2015.

Superintendent
Evaluation

Received verbal reports from Hill on behalf of the Student Performance and Achievement Committee, Luth on behalf of the Ad Hoc Technology Committee, Schmid on behalf of the Negotiating Committee and Currier on behalf of the Policy Review Committee.

Committee
Reports

Moved by Schmid, seconded by Sweep, to adjourn at 8:55 p.m. to a board workshop. Motion carried unanimously (7, 0).

Adjourn to board
workshop

The purpose of the board workshop was Elementary Longitudinal Data Review presented by Connie Erickson, Renae Busse and Beth VanOsdel.

Workshop

The workshop began at 9:05 p.m. and ended at 10:30 p.m.

DeeDee Currier, clerk

August 13, 2015
Date Approved

DRAFT

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

TO: Members, Board of Education
Joe Gothard, Superintendent

FROM: Stacey Sovine, Executive Director of Human Resources

DATE: August 13, 2015

RE: Recommended Personnel Changes

**Administrative Change in
Assignment**

Christopher Bellmont -Assignment changes to Elementary Principal, GP, 1.0 FTE, effective 7/1/15

**Certified
Appointment**

Janelle Anderson -Replacement-Teacher Spanish, .6FTE, NJH, effective 8/25/15

Joshua Becker -Replacement – Teacher Elementary Band, .67 FTE, VV/EN, effective 8/25/15

Jessica Dippel *Replacement-Teacher Math, BAHS, 1.0 FTE, CEDAR, effective 8/25/15

Teegan Ebenhoh -New –Teacher ECSE, .5 FTE, DEC, effective 8/25/15

Brady Gatzmeyer *Replacement –Teacher Language Arts, .8 FTE, NJH, effective 8/25/15

Scheress Hendricks -Replacement-Guidance Counselor, 1.0 FTE, BHS, effective 8/25/2015

Melinda Mallinger -New Teacher-Science, .8 FTE, MJH, effective 8/25/15

Dominick Mancini -New-Teacher-Title 1, 1.0 FTE, VV, effective 8/25/2015

Alaina Martin -New Teacher-FEST, 1.0 FTE, BHS, effective 8/25/2015

Morgan McDowell -Replacement – Social Worker, 1.0 FTE, SPED Cluster, effective 8/25/2015

Guynel Reid -Replacement-School Psychologist, 1.0 FTE, SPED Cluster, effective 8/25/2015

Peter Roehl -Replacement-School Psychologist, 1.0 FTE, SPED Cluster, effective 8/25/2015

*added to original report
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Matthew Schmeichel	-New Teacher-Language Arts, 1.0 FTE, ER/BHS, effective 8/25/2015
Angila Schmidtke	-New-Teacher, SPED, 1.0 FTE, BEST, effective 8/25/15
Alissa Schroeder	*Replacement-Teacher, FEST, 1.0 FTE, BHS, effective 8/25/15
Cheryl Sherbrooke	-Replacement-Teacher, SPED, 1.0 FTE, BEST, effective 8/25/15
Kerry Stone	-Replacement-Teacher, SPED, 1.0 FTE, WB/MJH, effective 8/25/2015
Heather Van Buskirk	-Replacement t- Teacher Grade 4 , 1.0 FTE, VV, effective 8/25/15

Change in Assignment

Caroline Hendrickson	*Assignment changes to Teacher Title I , 1.0 FTE, ST, effective 7/1/15
Stephen Pettinelli	-Assignment changes to Dean of Students, BAHS, 1.0 FTE, effective 8/31/15
Gregory Sylvester	-Assignment changes to Elementary Band Teacher, 1.0 FTE, HV/ST/MWS, effective 7/1/15

Recall from Layoff

Charles Baranauckas	-Teacher, Grade 6, 1.0 FTE, HV, effective 2015/16 school year
Anne Werner-Dempsey	-Replacement-Teacher Chemistry, .8 FTE, BHS, effective 8/25/15
Rebecca Gilray	-Teacher, Grade 6, 1.0 FTE, EN, effective 2015/2016 school year

Resignation

Elise Byrne	-Teacher, EN, effective 7/23/15
Heidi Magner	-Teacher Speech, Sped Cluster, effective 7/30/15
Anthony McNeil	-Teacher, BAHS, effective 7/21/15
Brenda Rolf	-Teacher-School Social Worker, EN, effective 7/14/15
Jenelle Swenson	-Teacher, MJH, effective 7/15/15
Bethann Wiley	-Teacher (currently on leave), EN, effective 6/05/15

Classified Appointment

Mohamed Abdiwahab	-Technology Level 1, 8 hrs/day, ASC, effective 7/13/2015
Christopher Anderson	*B shift Custodian, 8 hrs/day, effective 8/18/15

*added to original report
Burnsville-Eagan-Savage #191
Board Meeting – 08/13/2015

William Bluhm	-Technology Level 2, 8 hrs/day, ASC, effective 8/17/15
Teneasha Ellis	*Administrative Assistant BALC, 8 hrs/day, CEDAR, effective 8/13/15
Genal Heinsen	-EA Health Aid, 6.5 hrs/day, BEST, effective 9/1/2015
Melissa McClellan	*Due Process Clerk LTS, 8 hrs/day, SPED Cluster, effective 8/31/15
Amy Piotrowski	-Replacement SPED Coordinator, 8 hrs/day, effective 8/3/15
Robert Pope	*Replacement TLT Coordinator, 8 hrs/day, DEC, effective 8/17/15
Forest Strauss	-Custodian, B-Shift Custodian, 8 hrs/day MJH, effective 7/6/15
Caleb Willis	-EA Campus Supervisor 6.5 hrs/day, MJH, effective 9/1/15

Change in Assignment

Lyndsay Griffin	-Assignment changes to CE Coordinator III, 8hrs/day, DEC, effective 7/1/15
Pam Reiher	*Assignment changes to Registrar, 8 hrs/day, BHS, effective 8/13/15
Kristin Scalzo	*Assignment changes to Secretary Level 3, 8 hrs/day, ERJH, effective 8/11/15
Angela Tusa	*Assignment changes to CE Coordinator I, 6.5 hrs/day, HV, effective 8/24/15

Resignation

Jennifer Babiash	-TLT Coordinator, DEC, effective 8/7/15
Alex Dolney	-Tech Specialist 2, ASC, effective 7/15/15
Denise Peterson	-EA, MWS, effective 7/9/15
Emily Wood	-Registrar, BHS, effective 07/10/15

Retirement

Sally Didde	-EA, NJH, after 15 years in the District, effective 6/4/15
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Termination by Layoff

Joel Henry	-Tech Custodian, DEC, effective 7/1/15
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Coaches/Co-Curricular

Appointment

Nikki Brolin	-Assistant Volleyball Coach, BHS, effective Fall Season
Jennifer DeShaw	-Elementary Volunteer Coordinator, HB, effective Year Round

James Carlson	*Assistant Football Coach, BHS, effective fall season
Goldenstein, Candice	-Assistant Volleyball Coach, BHS, effective Fall Season
Christopher Morgan	-Head Girls Swimming Coach, BHS, effective Fall Season
Kari Nurminen	-Elementary Volunteer Coordinator, EN, effective Year Round
Tracy Olson	*Assistant Volleyball Coach, BHS, effective Fall Season
Peni Renner	*Elementary Volunteer Coordinator, HV, effective Year Round
Scott Sether	-Head Wrestling Coach, BHS, effective Winter Season
Vince Varpness	-Assistant Football Coach, BHS, effective Fall Season
Niltooli Wilkins	-JV Girls Tennis Coach, BHS, effective Fall Season



**Agenda II.B.3
August 13, 2015**

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

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

Date: August 10, 2015

Re: Donations

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

RESOLUTION TO APPROVE AND ACCEPT DONATIONS

WHEREAS,

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

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

Moved by: _____

Seconded by: _____

Members in favor of the motion:

Members opposed:

Whereupon said Resolution was declared duly passed and adopted on August 13, 2015.

Dr. DeeDee Carrier
Clerk – Board of Education

Date	Donor	Recipient	Terms	Donation
6/16/2015	Target Corporation	John Metcalf Junior High	Co-Curricular Donation	\$150.00
6/16/2015	Chason-BP Cedar Diffley	John Metcalf Junior High	BP Fundraiser Donation	\$78.70
6/9/2015	David Fong	ISD 191	BrainPower in a BackPack	\$225.00
6/19/2015	Pamela Hansen	ISD 191	BrainPower in a BackPack	\$50.00
6/22/2015	Target Corporation	Burnsville High School	Target Corporation Thanks A Billion Program	\$125.00
6/22/2015	United Way	BHS Theatre Guild	A donor donated through United Way. A name was not provided.	\$256.80
6/15/2015	Autumn Ridge Landscaping Inc.	M.W. Savage Elementary	Tree - landscaping	\$817.62
6/29/2015	Burnsville Lion's Club	ISD 191	Ready! for Kindergarten	\$10,000.00
6/15/2015	Foundation 191	BHS Hall of Fame	Foundation Support of BHS Hall of Fame	\$250.00
7/21/2015	Vicki & Robert Roy	BHS Hall of Fame	Support of BHS Hall of Fame	\$50.00
7/24/2015	City of Burnsville	Burnsville High School	None specified	4 Apple iMacs with power cord, 4 Apple keyboards and 4 Apple mouse
7/7/2015	Bosch Community Fund	Burnsville High School	The Bosch Community Fund provides funding for engineering and college and career planning. To support Project Lead the Way courses and curriculum, employer/employee curricula development, and a creativity and collaboration station.	\$21,920.00

Total monetary contributions to accept: **\$33,923.12**



**Agenda II.B.4
August 13, 2015**

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

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

Date: August 13, 2015

Re: Change Order #1 for the 2015 Sky Oaks Elementary School Alterations

RECOMMENDATION: That the Board of Education approve change order #1 for the 2015 Sky Oaks Elementary School Alterations Project in the amount of \$7,107.00.

On April 9, 2015 the School Board approved the bid for the 2015 Sky Oaks Elementary School Alterations Project. Change Order #1 is an increase of the original contract in the amount of \$7,107.00 which is about 2.8% of the original contract amount.

Items #1, #2 and #3 on this change order are changes to hardware in order for new hollow metal doors to function properly.

Item #4 was added as a result of the flooring material not being specified in the construction documents.

The items on this change order have been reviewed and validated by ATS&R Architects and Engineers.



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Change Order

PROJECT <i>(Name and address):</i>	CHANGE ORDER NUMBER: 001	OWNER: <input type="checkbox"/>
Sky Oaks Elementary School	DATE: June 15, 2015	ARCHITECT: <input type="checkbox"/>
Alterations		CONTRACTOR: <input type="checkbox"/>
Burnsville, Minnesota		FIELD: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i>	ARCHITECT'S PROJECT NUMBER: 15002.3	OTHER: <input type="checkbox"/>
CM Construction Company, Inc.	CONTRACT DATE: April 09, 2015	
12215 Nicollet Avenue South	CONTRACT FOR: General Construction	
Burnsville, MN 55337		

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Item #1

Refer to GCPR #1 - Change hinges from 4 1/2" x 4 1/2" to 5" x 4 1/2" to match existing.

ADD \$707.00

Item #2

Refer to GCPR #2 - Openings D119 and D120, mortise ASA strikes and provide 4' wide opening.

ADD \$407.00

Item #3

Refer to GCPR #3 - At openings B102, C102, D102 and D102A, provide surface concealed vertical rods.

ADD \$1,221.00

Item #4

Refer to RFCOP #1 - Install rubber flooring in Room A114.

ADD \$4,772.00

TOTAL ADD THIS CHANGE ORDER: \$7,107.00

The original Contract Sum was	\$	253,900.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	253,900.00
The Contract Sum will be increased by this Change Order in the amount of	\$	7,107.00
The new Contract Sum including this Change Order will be	\$	261,007.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.



**Agenda II.B.5
August 13, 2015**

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

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

Date: August 13, 2015

**Re: Change Order #1 2015 Diamondhead Education Center Early Childhood
Program Alterations**

RECOMMENDATION: That the Board of Education approve change order #1 for the 2015 Diamondhead Education Center Early Childhood Program Alterations Project in the amount of \$16,602.63.

On April 9, 2015 the School Board approved the bid for the 2015 Diamondhead Education Center Early Childhood Program Alterations Project. Change Order #1 is an increase of the original contract in the amount of \$16,602.63 which is about 1.7% of the original contract amount.

Item #1 on this change order is the result of unforeseen conditions found during demolition.

Item #2 is the result of hardware changes that are being made to new and existing hollow metal doors and frames.

Other items on this change order are the results of items being missed in the construction documents.

The items on this change order have been reviewed and validated by ATS&R Architects and Engineers.



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Change Order

PROJECT <i>(Name and address):</i> Diamondhead Education Center Early Childhood Program Alterations Burnsville, Minnesota	CHANGE ORDER NUMBER: 001 DATE: July 2, 2015	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i> Morcon Construction Co., Inc. 5905 Golden Valley Road Minneapolis, MN 55422	ARCHITECT'S PROJECT NUMBER: 15002.1 CONTRACT DATE: April 09, 2015 CONTRACT FOR: General Construction	FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

- | | | |
|---|--------------|--------------|
| 1. Per CR #1, dated June 12, 2015, remove abandoned overhead door uncovered during demolition (time and materials, not to exceed): | ADD | \$9,161.71 |
| 2. Per CR #2, dated June 12, 2015, door, frame and hardware changes per RFI #3. | ADD | \$1,746.52 |
| 3. Per CR #3, dated June 23, 2015, remove existing flooring in rooms 72 and 74. | ADD | \$567.80 |
| 4. Per CR #4, dated June 23, 2015, remove existing VCT in rooms 23, 27, 28, 41, 49, 60 and 61 (time and materials, not to exceed): | ADD | \$5,968.57 |
| 5. Per CR #5, dated June 23, 2015, install new ACT in room 124, labor only. Material to be from attic stock. | ADD | \$167.66 |
| 6. Per CR #6, dated June 23, 2015, install accent color paint on various rooms in response to RFI #4. | NOT ACCEPTED | |
| 7. Per CR #7, dated June 23, 2015, removal of existing floor tile from rooms 10, 118, and 152, work previously removed from the project by addendum #2. | ADD | \$1,285.37 |
| 8. Per CR #8, dated June 26, 2015, Revisions made to flooring material and transitions. | DEDUCT | (\$2,295.00) |

TOTAL ADD THIS CHANGE ORDER: \$16,602.63

The original Contract Sum was	\$	972,500.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	972,500.00
The Contract Sum will be increased by this Change Order in the amount of	\$	16,602.63
The new Contract Sum including this Change Order will be	\$	989,102.63

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.



**Agenda II.B.6
August 13, 2015**

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

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

Date: August 13, 2015

**Re: Change Order #1 for the 2015 Roof Rehabilitation at Rahn Elementary
School & Eagle Ridge Junior High School**

RECOMMENDATION: That the Board of Education approve change order #1 for the 2015 Roof Rehabilitation at Rahn Elementary School and Eagle Ridge Junior High School in the amount of (\$5,810.00).

On March 12, 2015 the School Board approved the bid for the 2015 Roof Rehabilitation at Rahn Elementary School and Eagle Ridge Junior High School. Change Order #1 is a decrease of the original contract in the amount of \$5,810.00 which is about 0.36% of the original contract amount.

The change in design of the parapet cap on the penthouses at Eagle Ridge Junior High are the result of the deduct.

The item on this change order has been reviewed and validated by SRI Consultants Inc.



AIA[®]

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Change Order

PROJECT *(Name and address):*
2015 Roof Rehabilitation
Rahn Elementary School &
Eagle Ridge Jr. High School

CHANGE ORDER NUMBER: 001
DATE: July 13, 2015

OWNER:
ARCHITECT:
CONTRACTOR:

TO CONTRACTOR *(Name and address):*
Central Roofing Company
4550 Main Street N.E.
Minneapolis, MN 55421

ARCHITECT'S PROJECT NUMBER: 50621
CONTRACT DATE: 3/13/15
CONTRACT FOR: General Construction

FIELD:
OTHER:

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

At Eagle Ridge Junior High School Penthouse 1 and Penthouse 2, construct parapet cap in accordance with attached Detail 4/6.


The original Contract Sum was	\$	1,600,865.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	1,600,865.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	5,810.00
The new Contract Sum including this Change Order will be	\$	1,595,055.00


The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

SRI Consultants
ARCHITECT *(Firm name)*
 3380 Annapolis Lane North, Suite 100
 Plymouth, MN 55447
ADDRESS

BY *(Signature)*
 Tom Kaiser
(Typed name)
 July 13, 2015
DATE

Central Roofing Company
CONTRACTOR *(Firm name)*
 4550 Main Street N.E.
 Minneapolis, MN 55421
ADDRESS

BY *(Signature)*
 Gerry Stock
(Typed name)
 July 16, 2015
DATE

Independent School District 191
OWNER *(Firm name)*
 100 River Ridge Court
 Burnsville, MN 55337
ADDRESS

BY *(Signature)*

(Typed name)

DATE



**Agenda II.B.7
August 13, 2015**

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

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

Date: August 13, 2015

**Re: Approve Change Orders #1, #2, #3 and #4 for the 2015 Pavement
Rehabilitation Project at William Byrne Elementary and Marion W Savage
Elementary Schools.**

RECOMMENDATION: That the Board of Education approve change orders #1, #2, #3 and #4 for the 2015 Pavement Rehabilitation Project at William Byrne Elementary and Marion W Savage Elementary Schools in the combined amount of \$23,554.20.

On March 12, 2015 the School Board approved the bid for the 2015 Pavement Rehabilitation Project at William Byrne Elementary and Marion W Savage Elementary Schools. Change orders #1, #2, #3 and #4 are in combination an increase of the original contract in the amount of \$23,554.20 which is about 10.18 % of the original contract amount.

Change Order #1 is a deduct of (\$20,275.00) to the original contract amount and is a result of eliminating all work associated with repairs to the loading dock area. This work will now be rescheduled to be completed during the summer of 2016.

Change Order #2 is an increase of \$13,674.20 to repair catch basins that were discovered to need repair when uncovered during the project.

Change Order #3 is an increase of \$41,655.00 for subgrade corrections that were discovered when the old bituminous was removed. Subgrade corrections needed to take place in order for the new parking lot to be constructed properly.

Change Order #4 is a deduct of (\$11,500.00) due to the elimination of excavation work in the South parking lot. When the old bituminous was removed it was discovered that subgrade corrections were not necessary.



The original contract amount for this project was \$231,284.91, with the combination of change orders #1, #2, #3 and #4 new contract amount will be \$254,839.11.

These change orders have been reviewed and validated by SRI Consultants Inc.



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Document G701[™] – 2001

Change Order

PROJECT (Name and address): 2015 Pavement Rehabilitation Multiple Sites	CHANGE ORDER NUMBER: 001 DATE: June 10, 2015	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): McNamara Contracting Inc. 16700 Chippendale Ave. Rosemount, MN 55068	ARCHITECT'S PROJECT NUMBER: 50608 CONTRACT DATE: 3/13/15 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Eliminate all specified loading dock work at William Byrne Elementary School.

The original Contract Sum was	\$ 231,284.91
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 231,284.91
The Contract Sum will be decreased by this Change Order in the amount of	\$ 20,275.00
The new Contract Sum including this Change Order will be	\$ 211,009.91

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>SRI Consultants</u> ARCHITECT (Firm name)	<u>McNamara Contracting Inc.</u> CONTRACTOR (Firm name)	<u>Independent School District 191</u> OWNER (Firm name)
3380 Annapolis Lane North, Suite 100 Plymouth, MN 55447 ADDRESS	16700 Chippendale Ave. Rosemount, MN 55068 ADDRESS	100 River Ridge Court Burnsville, MN 55337 ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
Tom Kaiser (Typed name)	Mike McNamara (Typed name)	(Typed name)
7/9/15 DATE	7/16/15 DATE	DATE



AIA Document G701™ – 2001

Change Order

PROJECT (Name and address): 2015 Pavement Rehabilitation Multiple Sites	CHANGE ORDER NUMBER: 002 DATE: June 25, 2015	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): McNamara Contracting Inc. 16700 Chippendale Ave. Rosemount, MN 55068	ARCHITECT'S PROJECT NUMBER: 50608 CONTRACT DATE: 3/13/15 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Catch Basin (CB) Repair at William Byrne Elementary Parking Lot.

South Lot - West CB	
R&R curb approx. 12' LF @ \$59.09	\$ 709.08
4" Flat work/sidewalk 84 SF @ 11.88	\$ 997.92
R&R 2x3 Catch Basin Structure	\$2850.00
Adjust Catch Basin w/ Salvage Casting	\$ 505.00
TOTAL	\$5062.00

South Lot - East CB	
R&R curb approx. 10' LF @ \$59.09	\$ 590.90
4" Flat work/sidewalk 80 SF @ 11.88	\$ 950.40
R&R 27" structure	\$2500.00
Adjust Catch Basin w/Salvage Casting New Rings	\$ 505.00
TOTAL	\$4546.30

East Lot - North CB	
R&R curb approx. 10' LF @ \$59.09	\$ 590.90
4" Flat work/sidewalk 250 SF @ 11.88	\$2970.00
Adjust Catch Basin w/ Salvage Casting New Rings	\$ 505.00
TOTAL	\$4065.90

GRAND TOTAL \$13674.20

The original Contract Sum was	\$	<u>231,284.91</u>
The net change by previously authorized Change Orders	\$	<u>-20,275.00</u>
The Contract Sum prior to this Change Order was	\$	<u>211,009.91</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>13,674.20</u>
The new Contract Sum including this Change Order will be	\$	<u>224,684.11</u>

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.



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Change Order

PROJECT (Name and address): 2015 Pavement Rehabilitation Multiple Sites	CHANGE ORDER NUMBER: 003 DATE: July 10, 2015	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): McNamara Contracting Inc. 16700 Chippendale Ave. Rosemount, MN 55068	ARCHITECT'S PROJECT NUMBER: 50608 CONTRACT DATE: 3/13/15 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

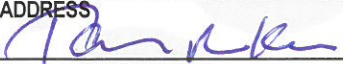
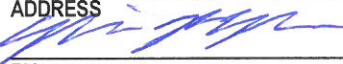
Add subgrade correction at William Byrne Elementary School East Parking Lot: 1' subgrade correction backfilling with 3" minus limestone.

The original Contract Sum was	\$ 231,284.91
The net change by previously authorized Change Orders	\$ -6,600.80
The Contract Sum prior to this Change Order was	\$ 224,684.11
The Contract Sum will be increased by this Change Order in the amount of	\$ 41,655.00
The new Contract Sum including this Change Order will be	\$ 266,339.11

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>SRI Consultants</u> ARCHITECT (Firm name) 3380 Annapolis Lane North, Suite 100 Plymouth, MN 55447 ADDRESS  BY (Signature) Tom Kaiser (Typed name) 7-10-2015 DATE	<u>McNamara Contracting Inc.</u> CONTRACTOR (Firm name) 16700 Chippendale Ave. Rosemount, MN 55068 ADDRESS  BY (Signature) Mike McNamara (Typed name) 7/10/15 DATE	<u>Independent School District 191</u> OWNER (Firm name) 100 River Ridge Court Burnsville, MN 55337 ADDRESS BY (Signature) (Typed name) DATE
--	---	---



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Change Order

PROJECT (Name and address): 2015 Pavement Rehabilitation Multiple Sites	CHANGE ORDER NUMBER: 004 DATE: July 10, 2015	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): McNamara Contracting Inc. 16700 Chippendale Ave. Rosemount, MN 55068	ARCHITECT'S PROJECT NUMBER: 50608 CONTRACT DATE: 3/13/15 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Eliminate South Lot excavation work at William Byrne Elementary School.


The original Contract Sum was	\$	231,284.91
The net change by previously authorized Change Orders	\$	35,054.20
The Contract Sum prior to this Change Order was	\$	266,339.11
The Contract Sum will be decreased by this Change Order in the amount of	\$	11,500.00
The new Contract Sum including this Change Order will be	\$	254,839.11


The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

SRI Consultants
ARCHITECT (Firm name)
 3380 Annapolis Lane North, Suite 100
 Plymouth, MN 55447
ADDRESS

BY (Signature)
 Tom Kaiser
 (Typed name)
 7-10-2015
DATE

McNamara Contracting Inc.
CONTRACTOR (Firm name)
 16700 Chippendale Ave.
 Rosemount, MN 55068
ADDRESS

BY (Signature)
 Mike McNamara
 (Typed name)
 7/16/15
DATE

Independent School District 191
OWNER (Firm name)
 100 River Ridge Court
 Burnsville, MN 55337
ADDRESS

BY (Signature)

 (Typed name)

DATE



**Agenda II.B.8
August 13, 2015**

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

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

Date: August 7, 2015

Re: Change Orders #001, #003, #004, #005, #006 for the 2015 Additions and Alterations to Burnsville High School

RECOMMENDATION: That the Board of Education approve change orders #001, #003, #004, #005, #006 for the 2015 Additions and Alterations to Burnsville High School Bid Package #1.

On May 28th, 2015 the School Board approved the bids for contracts #0600, #0240, #2600, #3100, and #3300 for the 2015 Additions and Alterations to Burnsville High School Bid Package #1.

Change order #001 for contract #0240 (Veit And Company Inc.) is in the amount of \$6243.00. The change was due to lead containing materials that needed different disposal methods in the area of demolition. The change to this contract is about 8.79%.

Change order #003 for contract #3300 (Veit And Company Inc.) is in the amount of \$47,326.00. This change was needed due to revisions to relocate utilities on the site. The change to this contract is about 12.26%.

Change order #004 for contract #3110 (Max Steininger, Inc.) is in the amount of \$15,298.00. This change was needed to provide additional site demolition. The change to this contract is about 2.89%.

Change order #005 for contract #2600 (Peoples Electric Co. Inc.) is in the amount of \$3742.00. The change was needed to remove additional light poles in the parking lot and dispose of light poles originally called out for salvage. The change to this contract is about 0.66%.



Change order #006 for contract #0600 (Ebert Construction) is in the amount of \$5422.00. This change is the result of additional demolition. The change to this contract is about 0.81%.

Total change to the original bid package #1 contract amount of \$3,149,439.00 is 2.79%. New bid package #1 amount is now \$3,237,270.32.

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

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JUL 20 2015

JUL 29 2015

OWNER	<input checked="" type="checkbox"/>	PCO #	001
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>		
ARCHITECT	<input checked="" type="checkbox"/>		
CONTRACTOR	<input checked="" type="checkbox"/>		
FIELD	<input type="checkbox"/>		
OTHER	<input type="checkbox"/>		

(Instructions on reverse side)

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

CHANGE ORDER NO.: 0240.001

INITIATION DATE: 06/15/15

TO CONTRACTOR: VEIT AND COMPANY, INC.
 (Name and address) 14000 VEIT PLACE
 ROGERS, MINNESOTA 55374

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #0240
Building Demolition

CONTRACT DATE: 5/28/2015

The Contract is changed as follows:

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

RECEIVED

JUL 24 2015

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	71,039.00
Net change by previously authorized Change Orders	\$	0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	71,039.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	6,243.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	77,282.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		

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

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS
 BY *[Signature]* DATE 7/24/15

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS
 BY *[Signature]* DATE 7/27/15

VEIT AND COMPANY, INC.
 CONTRACTOR
 14000 Veit Place, Rogers, MN 55374
 ADDRESS
 BY *[Signature]* DATE 7-16-15

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



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Change Order

Burnsville High School

Project # 30150401

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

Date: 6/15/2015

Contractor:

Veit and Company, Inc.
14000 Veit Place
Rogers, MN 55374

Architect's Project No:

Contract Date:

Contract Number: 0240

Change Order Number: 001

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
RCO-001	001	Provide removal of lead containing glazed CMU at Area 10.	6,243

The original Contract (s) Value was.....	71,039
Sum of changes by prior Change Orders.....	0
The Contract Value prior to this Change Order was.....	71,039
The Contract Value will be changed by this Change Order in the amount of.....	6,243
The new Contract Value including this Change Order will be.....	77,282
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION
AIA DOCUMENT G701/CMa

JUL 28 2015
JUL 17 2015

OWNER	<input checked="" type="checkbox"/>	PCO #	003
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>		
ARCHITECT	<input checked="" type="checkbox"/>		
CONTRACTOR	<input checked="" type="checkbox"/>		
FIELD	<input type="checkbox"/>		
OTHER	<input type="checkbox"/>		

(Instructions on reverse side)

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

TO CONTRACTOR:
(Name and address) VEIT AND COMPANY, INC.
14000 VEIT PLACE
ROGERS, MINNESOTA 55374

CHANGE ORDER NO.: 3300.001

INITIATION DATE: 07/01/15

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #3300
Site Utility Relocation

CONTRACT DATE: 5/28/2015

The Contract is changed as follows:

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

RECEIVED

JUL 21 2015

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	410,000.00
Net change by previously authorized Change Orders	\$	0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	410,000.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (<u>unchanged</u>) by this Change Order	\$	47,326.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be ...	\$	457,326.00
The Contract Time will be (increased) (decreased) (<u>unchanged</u>) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		

unchanged.

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

WENCK CONSTRUCTION INC.
CONSTRUCTION MANAGER
7500 Olson Memorial Hwy, Golden Valley, MN 55427
ADDRESS
BY *[Signature]* DATE 7/17/15

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS
ARCHITECT
8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
ADDRESS
BY *[Signature]* DATE 7/23/15

VEIT AND COMPANY, INC.
CONTRACTOR
14000 Veit Place, Rogers, MN 55374
ADDRESS
BY *[Signature]* DATE 7/10/15

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



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Change Order

Burnsville High School

Project # 30150401

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

Date: 7/1/2015

Contractor:

Veit and Company, Inc.
14000 Veit Place
Rogers, MN 55374

Architect's Project No:

Contract Date:
Contract Number: 3300
Change Order Number: 001

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-001	004	Utility revisions as noted in PR 001.	47,326

The original Contract (s) Value was.....	410,000
Sum of changes by prior Change Orders.....	0
The Contract Value prior to this Change Order was.....	410,000
The Contract Value will be changed by this Change Order in the amount of.....	47,326
The new Contract Value including this Change Order will be.....	457,326
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JUL 27 2015

AUG - 5 2015

OWNER	<input checked="" type="checkbox"/>	PCO #	004
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>		
ARCHITECT	<input checked="" type="checkbox"/>		
CONTRACTOR	<input checked="" type="checkbox"/>		
FIELD	<input type="checkbox"/>		
OTHER	<input type="checkbox"/>		

(Instructions on reverse side)

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

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

CHANGE ORDER NO.: 3110.001
 INITIATION DATE: 07/01/15
 PROJECT NOS.: 301504.01
 CONTRACT FOR: Contract #3110
 Site Demolition &
 Improvements
 CONTRACT DATE: 5/28/2015

The Contract is changed as follows:

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

RECEIVED

JUL 31 2015

TORSETH
SKOLD & RYDEEN, INC.

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

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	530,000.00
Net change by previously authorized Change Orders	\$	0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	530,000.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (<u>unchanged</u>) by this Change Order	\$	15,298.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	545,298.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

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

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS
 BY *[Signature]* DATE 7/29/15

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS
 BY *[Signature]* DATE 8/3/15

MAX STEININGER, INC.
 CONTRACTOR
 3080 Lexington Avenue South, Eagan, MN 55121
 ADDRESS
 BY *[Signature]* DATE 07/17/15

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



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Change Order

Burnsville High School

Project # 30150401

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

Date: 7/1/2015

Contractor:

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

Architect's Project No:

Contract Date:

Contract Number: 3110

Change Order Number: 001

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-001	003	Provide additional site demolition per PR 01.	15,298

The original Contract (s) Value was.....	530,000
Sum of changes by prior Change Orders.....	0
The Contract Value prior to this Change Order was.....	530,000
The Contract Value will be changed by this Change Order in the amount of.....	15,298
The new Contract Value including this Change Order will be.....	545,298
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JUL 27 2015

AUG - 5 2015

OWNER	<input checked="" type="checkbox"/>	PCO #	005
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>		
ARCHITECT	<input checked="" type="checkbox"/>		
CONTRACTOR	<input checked="" type="checkbox"/>		
FIELD	<input type="checkbox"/>		
OTHER	<input type="checkbox"/>		

(Instructions on reverse side)

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

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

CHANGE ORDER NO.: 2600.001
 INITIATION DATE: 07/13/15
 PROJECT NOS.: 301504.01
 CONTRACT FOR: Contract #2600
 Electrical
 CONTRACT DATE: 5/28/2015

The Contract is changed as follows:

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

RECEIVED

JUL 31 2015

ARMSTRONG, TORSETH
& RYDEEN, INC.

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

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	566,500.00
Net change by previously authorized Change Orders	\$	0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	566,500.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	3,742.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	570,242.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

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

WENCK CONSTRUCTION INC.

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

ADDRESS
 BY *[Signature]* DATE 7/29/15

PEOPLES ELECTRIC CO., INC.

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

ADDRESS
 BY *[Signature]* DATE 7/24/15

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS

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

ADDRESS
 BY *[Signature]* DATE 8/3/15

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

OWNER
 100 River Ridge Court, Burnsville, MN 55337

ADDRESS
 BY _____ DATE _____



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Change Order

Burnsville High School

Project # 30150401

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

Date: 7/13/2015

Contractor:

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

Architect's Project No:

Contract Date:

Contract Number: 2600

Change Order Number: 001

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-002	001	Remove (1) additional light pole, base & wiring.	2,925
RCO-003	001	Dispose of light poles originally called for salvage.	817

The original Contract (s) Value was.....	566,500
Sum of changes by prior Change Orders.....	0
The Contract Value prior to this Change Order was.....	566,500
The Contract Value will be changed by this Change Order in the amount of.....	3,742
The new Contract Value including this Change Order will be.....	570,242
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JUL 27 2015

AUG - 5 2015

OWNER	<input checked="" type="checkbox"/>	PCO #	006
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>		
ARCHITECT	<input checked="" type="checkbox"/>		
CONTRACTOR	<input checked="" type="checkbox"/>		
FIELD	<input type="checkbox"/>		
OTHER	<input type="checkbox"/>		

(Instructions on reverse side)

PROJECT: <i>(Name and address)</i>	2015 ADDITIONS & ALTERATIONS TO BURNSVILLE HIGH SCHOOL BP #1 600 EAST HIGHWAY 13 BURNSVILLE, MINNESOTA 55337	CHANGE ORDER NO.:	0600.001
TO CONTRACTOR: <i>(Name and address)</i>	EBERT, INC. D/B/A EBERT CONSTRUCTION 23350 COUNTY ROAD 10 CORCORAN, MINNESOTA 55357	INITIATION DATE:	07/14/15
		PROJECT NOS.:	301504.01
		CONTRACT FOR:	<u>Contract #0600</u> General Construction Shop Annex
		CONTRACT DATE:	5/28/2015

The Contract is changed as follows:

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

RECEIVED

JUL 31 2015

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

The original (Contract Sum) (Contracted Maximum Price) was	\$	671,900.00
Net change by previously authorized Change Orders	\$	0.00
The (Contract Sum) (Contracted Maximum Price) prior to this Change Order was	\$	671,900.00
The (Contract Sum) (Contracted Maximum Price) will be (increased) (decreased) (<u>unchanged</u>) by this Change Order	\$	5,422.00
The new (Contract Sum) (Contracted Maximum Price) including this Change Order will be ...	\$	677,322.00
The Contract Time will be (increased) (decreased) (<u>unchanged</u>) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

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

WENCK CONSTRUCTION INC.
CONSTRUCTION MANAGER
7500 Olson Memorial Hwy, Golden Valley, MN 55427
ADDRESS
BY *C. Anderson* 7/29/15
DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS
ARCHITECT
8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
ADDRESS
BY *W. J. Rydeen* 8/3/15
DATE

EBERT, INC. D/B/A EBERT CONSTRUCTION
CONTRACTOR
23350 County Road 10, Corcoran, MN 55357
ADDRESS
BY *B. Ebert* 7/29/15
DATE

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



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



Change Order

Burnsville High School

Project # 30150401

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

Date: 7/14/2015

Contractor:

Ebert Inc.

23350 County Road 10

Corcoran, MN 55357

Architect's Project No:

Contract Date:

Contract Number: 0600

Change Order Number: 001

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
RCO-005	001	Remove and replace existing concrete apron at front of Annex Building.	5,422

The original Contract (s) Value was.....	671,900
Sum of changes by prior Change Orders.....	0
The Contract Value prior to this Change Order was.....	671,900
The Contract Value will be changed by this Change Order in the amount of.....	5,422
The new Contract Value including this Change Order will be.....	677,322
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	



TO: Members, Board of Education
FROM: Lisa Rider, Executive Director of Business Services
DATE: August 06, 2015
RE: Approve Ice Arena Lease with the City of Burnsville for School Year 2015-2016

Agenda Item III.A
August 13, 2015

Recommendation: That the Board of Education approve the Ice Arena Lease with the City of Burnsville for the 2015-2016 year in the amount of \$89,522.40 for a total of 407 hours of ice time.

The ice rental agreement with the City of Burnsville provides practice, game and playoff time for both boys and girls hockey. The contract is similar to last year's language. The rate remains the same at \$220 per hour. I recommend approval.

Attachment: Contract Available Upon Request

**CITY OF BURNSVILLE
BURNSVILLE ICE CENTER RENTAL AGREEMENT**

AGREEMENT made this _____ day of _____, 2015, by and between **ISD 191, BURNSVILLE HIGH SCHOOL** (“User”) and the **CITY OF BURNSVILLE** (“City”), a Minnesota municipal corporation.

RECITALS

- A. The City is the owner and manager of the Burnsville Ice Center (“Ice Center”), which facility is conducive to and available for events open to the public.
- B. User desires to use portions of the Ice Center subject to the terms and conditions of this Agreement (“Agreement”) and all applicable laws and regulations.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties mutually agree as follows:

1. **TERM.** The City hereby permits User the use of the Ice Center and facilities incidental thereto for the period as set forth on the schedule attached hereto as “Household Reservation Report”.
2. **FACILITIES.** User will have exclusive use of ice sheet(s) as well as four dressing rooms during the times scheduled. The City will maintain and clean the ice rink. The common areas of the Burnsville Ice Center shall be open to the public at all times. The User will have shared use of the common areas and may not prohibit use by other patrons.
3. **PAYMENT.** The Ice Center will bill User on a monthly basis for ice time and services. Invoices shall be sent 30 to 45 days in advance of due date. All payments shall be due on or before the 15th of the month in which the User is skating.
4. **SERVICES.** Notwithstanding any other provision of this Agreement, the parties may separately agree for the provision of additional services, personnel, and staffing as needed.
5. **RULES AND REGULATIONS.** User hereby agrees that it and its members using the Ice Center will abide by all rules and regulations adopted by the City, and as amended from time to time, for use of the Ice Center.
6. **USER MAINTENANCE.** User shall be responsible for cleanup of the Ice Center and its facilities following each use of the Ice Center, including the pickup and proper disposal of all trash, litter and other debris left in the Ice Center by User and User’s members, guest, invitees, and others utilizing the Ice Center under User’s rental of the Ice Center.

7. **DAMAGE TO ICE CENTER.** User shall be liable to the City for any loss or damage to the Ice Center or its facilities occasioned by, or in connection with the use of the Ice Center by the User or User's members, guests, or invitees.
8. **INDEMNIFICATION.** User agrees to hold the City and its officers, agents, and employees harmless and defend and indemnify the City against any claims related to use of the Ice Center by User, its agents, employees, or subcontractors. User further agrees to defend, indemnify and hold the City, its officers, agents, and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, occasioned by or arising in connection with the use of the Ice Center by User or User's guests or invitees, including any and all claims for bodily injury or death or property loss or damage sustained as a result of use of the Ice Center by User or User's guests or invitees.
9. **INSURANCE.** User is required to obtain general liability insurance and provide proof of such insurance upon execution of this Agreement. \$1 million commercial general liability for non-profit affiliated with City, ISD 191 or other similar Burnsville local governmental unit and \$2 million commercial general liability for all others that have contracts of \$20,000.00 or higher in value. User shall also maintain and provide proof of statutory minimum workers' compensation (or alternately) User represents that it does not have any employees or other individuals covered by this Agreement for which User would be obligated to provide workers compensation coverage.
10. **CANCELLATION OR RESCHEDULING.**
 - 10.1 **BY USER:** User shall notify Ice Center Management of any cancellation of any ice time scheduled under this Agreement no later than August 15, 2015. Except as otherwise provided herein, all ice time set forth on the Household Reservation Report must be paid for by the User whether or not the Ice Center is actually used. Exception to the above; when an User team's season is complete with a post season loss, all remaining ice time is deleted off the contract for that particular team.
 - 10.2 **BY CITY:** The City reserves the right to: a) cancel this Agreement for any default or breach of this Agreement by the User or its members; and b) reschedule the dates or times of use by the User provided under Paragraph 1, if the City deems necessary. In the event of a mechanical, or other, failure of the Ice Center equipment or facilities, the City will notify User as soon as possible. The City will reimburse fees paid by the User for any time scheduled under this Agreement which makes the Ice Center unavailable to User as a result of such failures. The City shall not be responsible for any damages suffered by User as the result of any cancellation.

11. **DISTRIBUTION OF AGREEMENT AND RULES.** Prior to using the Ice Center pursuant to this Agreement, User shall make available a copy of the Ice Center rules and regulations to User's members.
12. **AGENT AUTHORITY.** User certifies that s/he is the User or an agent for the User and is authorized to execute this Agreement and accept the responsibility for observance of the rules and regulations of the City.
13. **ASSIGNMENT.** User shall not assign this Agreement, or any interest arising herein, without the express written consent of the City.
14. **ENTIRE AGREEMENT.** The entire agreement of the parties is contained herein, and this Agreement supersedes all prior agreements and negotiations between the parties relating to the subject matter herein as well as any previous agreements presently in effect between the parties relating to the subject matter contained herein. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
15. **WAIVER.** Any waiver by either party of a breach of any provision of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.
16. **MISCELLANEOUS.**
 - 16.1 **Additional Fees.** User shall pay such other equipment rental, maintenance, and other fees as appropriate and as set forth on the attached "Exhibit A". The City reserves the right to charge supplemental fees for the use of additional locker rooms, additional ice maintenance, and additional clean up expenses.
 - 16.2 **Sale of Food and Beverages.** The City has the exclusive right to operate concession sales at the Ice Center for the sale of food and beverages, including food and beverages dispensed from vending machines.
 - 16.3 **Advertising.** No advertising by User in or on any part of the Ice Center is permitted without the express written consent of the City.
 - 16.4 **Parking Lot Usage.** The User will have shared use of the parking lot on a first come, first served basis and may not prohibit use by other patrons.
 - 16.5 **Alcohol.** Alcohol is not allowed on the premises of the Ice Center.
17. **ACKNOWLEDGEMENT OF CONCUSSION AWARENESS OBLIGATIONS.** ISD 191, Burnsville High School, a nonprofit organization that organizes youth athletic activities, acknowledges that it has obligations under Minnesota state law to inform and educate coaches, officials, youth athletes, and their parents or guardians about

EXHIBIT B

1. **Rates.** The Ice Center will bill User on a monthly basis for ice time as follows:
 - a. \$220.00 per hour at 4.5 hours per Varsity combined with a Junior Varsity game and/or 2.5 hours per one Varsity or one Junior Varsity game; plus
 - b. \$150 cleaning fee per single game and \$225 per double game.
2. **Payments.** Payments to the Ice Center of the above fees will be made by User within thirty (30) days of receipt of each invoice.
3. **Ticket Proceeds.** The parties agree that, for the purpose of High School hockey games (“Event”) fifty percent (50%) of the ticket proceeds will be retained by the City, and fifty percent (50%) of the ticket proceeds will be paid to the User by the City. Ticket proceeds will be paid to the User within sixty (60) days of each game.
4. **Sales Tax.** Sales tax will not be deducted from gate receipts prior to the above percentage splits being determined and paid.
5. **Ticket Personnel.** For each Event, the Ice Center will schedule ticket personnel and will pay such ticket personnel out of the Ice Center budget.
6. **Adult Supervision.** For each Event, User agrees that the “home school” will provide and pay the public service officer or officers and the adult supervision for the student section.
7. **First Aid Personnel.** For each Event, User agrees that the “home school” will provide and pay the first aid personnel for each game under their game agreement.
8. **Scorekeeper/Announcer.** For each Event, User agrees that the “home school” will provide and pay scorekeeper or announcer scorekeeper combination held under this Agreement.



Agenda Item III.B
August 13, 2015

TO: Members, Board of Education

FROM: Lisa Rider, Executive Director of Business Services

DATE: August 10, 2015

RE: Approve five year land lease agreement with Burnsville High School Black and Gold Alumni Foundation

Recommendation: That the Board of Education approve a five year land lease agreement with Burnsville High School Black and Gold Alumni Foundation

Jeff Marshall, Activities and Athletic Director, has worked with the Burnsville High School Black and Gold Alumni Foundation, City of Burnsville and Daktronics to seek a means and approval as necessary to obtain a video scoreboard to be installed at Burnsville High School.

Finance leasing has been established by the Black and Gold Alumni Foundation for purchase of the scoreboard through Daktronics. The Scoreboard will be owned by the Foundation for the period of five years which is the length of the lease terms. The funding for the payment of the lease will be raised by advertising being sold by the Foundation. The school district owns the land on which the scoreboard will be placed; therefore, it is recommended the Board of Education approve a five year land lease agreement with Burnsville High School Black and Gold Alumni Foundation for the amount of \$1. At the end of the land lease agreement, the scoreboard ownership will pass to the school district as well as any rights to advertising revenue.

A similar process has been utilized by other metro districts to allow for the installation of similar video scoreboards. Permission from the Burnsville City Council was approved for the scoreboard in April, 2014.

Attachment: Land Lease Agreement

PRESENTER(S):

Chris Slania, Planner
Jeff Marshall, Athletic and Activity Director

ITEM:

Application for Independent School District 191 for a Conditional Use Permit Amendment to Replace the Existing Stadium Scoreboards and a Variance to the signage requirements at Burnsville High School located at 600 West Highway 13; Consider Findings of Fact, Conditional Use Permit and Variance

POLICY DECISION / ACTION TO BE CONSIDERED:

Adopt the Findings of Fact and approve the Conditional Use Permit and Variance as revised and recommended by the Planning Commission.

FACTS:

At the April 14, 2014 Planning Commission meeting the Commission discussed the Conditional Use Permit Amendment and Variance for the scoreboards at Burnsville High School. Staff outlined the application and showed images of the scoreboards requested. The Commission reviewed the proposal and held the public hearing.

Jeff Marshall, Athletic and Activity Director for Independent School District 191, was available to answer questions of the Commission. Mr. Marshall indicated the scoreboard could potentially be used for graduation ceremonies, marching band and dance competitions. The stadium is also rented out to semi-professional teams and other organizations for games and tournaments. Mr. Marshall confirmed the sponsorship panels will be backlit but only when the scoreboard is on and the video display is in operation. The panels would not be illuminated if the scoreboard was not in use.

ISSUES:

The Commission's discussion on the project included the recommended conditions and the intent of the conditions as well as the dimensions of the structure. Commissioners had differing opinions on the number of events the scoreboard could be utilized as well as the appropriate size and height of the scoreboard.

As part of the recommendation to the Council the Commission eliminated the following condition from the staff report:

~~The use of the video display shall be limited to no more than 55 events per calendar year.~~

And revised the following:

The use of the video display shall be in conjunction with events in the stadium and limited to no more than 30 45 minutes prior to the start of each event and no more than 40 30 minutes following the completion of the event.

Staff is comfortable with the revised conditions as the change does provide a restriction on when the display can (and cannot) be used so it is clear to all parties.

RECOMMENDATION:

The Planning Commission voted 3 – 2 (Bradrick and Thomas dissenting) to recommend to the City Council approval of the Conditional Use Permit Amendment to replace the existing stadium scoreboards and Variance to the signage requirements at 600 West Highway 13, with the following conditions:

1. The height of the scoreboard shall be limited to 45 feet as not to exceed the height of the high school building.
2. The use of the video display shall be in conjunction with events in the stadium and limited to no more than 45 minutes prior to the start of each event and no more than 30 minutes following the completion of the event.
3. The sponsorship panels on both scoreboards shall be static. No scrolling, flashing, continuous movement or other motion shall be permitted.
4. Separate sign permits are required prior to installation.

Commissioners Bradrick and Thomas had concerns with the size and scale of the stadium scoreboard and the visual impact on the site.

ATTACHMENT(S):

04/14/2014 PC Packet
04/14/2014 PC Minutes
Findings of Fact

CS

CITY OF BURNSVILLE
DAKOTA COUNTY, MINNESOTA

IN RE:

Application of Independent School District 191 for a Conditional Use Permit Amendment to replace the existing stadium scoreboards and a Variance to the signage requirements at Burnsville High School located at 600 West Highway 13.

**FINDINGS OF FACT
AND DECISION**

FINDINGS OF FACT

On April 22, 2014, the Burnsville City Council met at its regularly scheduled meeting to consider the above application of Independent School District 191 for a Conditional Use Permit Amendment to replace the existing stadium scoreboards and a Variance to the signage requirements at Burnsville High School located at 600 West Highway 13. The Planning Commission held a public hearing on the application. The Applicant was present and the Planning Commission heard testimony from any and all interested persons wishing to speak at the meeting.

The City Council now makes the following Findings of Fact and Decision:

1. The subject property is zoned R1 (Single Family Residential)
2. The property is designated as Low Density Residential in the Comprehensive Land Use Plan.
3. Public and parochial schools are Conditional Uses within the R-1 District.
4. The surrounding properties to the north, east and west are zoned I-1 (Industrial Park). The school is bordered by Hwy 13 to the south.
5. The high school occupies 56 acres. The land is utilized for school buildings, parking lots, baseball / softball, and tennis facilities as well as a stadium for other sports.

6. In 1998 ISD 191 received a CUP Amendment to reconstruct the stadium at the Burnsville High School which included a new lighted football/soccer field, press box, team room, ticket buildings and bleacher seating for 4,000 spectators.

7. The proposal enlarges the scoreboard structure by adding a live-video display monitor and sponsorship panels to the sides and top. The video display monitor and sponsorship panels will be visible from the frontage road and Hwy 13.

8. The existing (and proposed) scoreboard location is 600 feet from the frontage road and 685 feet from Hwy 13.

9. There will be no changes to the building, lighting, landscaping or parking.

10. The request is reasonable considering the intended use, location and setback of the scoreboards.

11. The variance is in harmony with the general purposes and intent of the ordinance.

DECISION

Applicant's request for a Conditional Use Permit Amendment to replace the existing stadium scoreboards and a Variance to the signage requirements at Burnsville High School located at 600 West Highway 13, is hereby approved, in accordance with the plans reviewed, modified, approved, and recorded in Clerk's Document No. D-14-

Adopted this 22nd day of April, 2014.

CITY OF BURNSVILLE

By: _____
Elizabeth B. Kautz, Mayor

ATTEST:

Macheal Collins, City Clerk

**CITY OF BURNSVILLE
PLANNING COMMISSION BACKGROUND**

PRESENTERS:

Chris Slania, Planner
Jeff Marshall, Athletic and Activity Director

ITEM:

Public Hearing-Application for Independent School District 191 for a Conditional Use Permit Amendment to replace the existing stadium scoreboards and a variance to the signage requirements at Burnsville High School located at 600 West Highway 13.

60-DAY RULE SUMMARY:

Application Accepted: March 5, 2014
60-Day Review Deadline: May 4, 2014

BACKGROUND/OVERVIEW:

Independent School District 191 has applied for a Conditional Use Permit Amendment to replace the two existing scoreboards and a variance to the signage requirements at Burnsville High School. The high school is located at 600 West Highway 13 and occupies 56 acres. The land is utilized for school buildings, parking lots, baseball / softball, and tennis facilities as well as a stadium for other sports. The scoreboards will remain in the same location as they are today. The application also includes off premise signage as sponsorship panels are proposed for each scoreboard. There are no other changes proposed for the site. All the buildings, parking lots, landscaping and lighting will remain the same.

The property is zoned R-1 (Single Family Residential) and guided as Low Density Residential in the Comprehensive Land Use Plan. Public and parochial schools are Conditional Uses within the R-1 District. The surrounding properties to the north, east and west are zoned I-1 (Industrial Park). The school is bordered by Hwy 13 to the south.

HISTORY:

The original school was built in 1956- 57 and at that time included grades K - 12. Burnsville adopted the Zoning Ordinance in 1965, which established the regulations allowing schools in residential districts as conditional uses. Since the school was built prior to the zoning ordinance, an actual CUP was never granted. A CUP was approved by the City Council in 1992 as part of an expansion of then high school facility.

In 1998 ISD 191 received a CUP Amendment to reconstruct the stadium at the Burnsville High School which included a new lighted football/soccer field, press box, team room, ticket buildings and bleacher seating for 4,000 spectators. That approval included a primary scoreboard on the north end of the stadium, just outside the running track. It also included secondary scoreboard for the football practice field located east of the stadium, south of the overflow parking lot. The previous proposals did not contain the off premise signage. The stadium scoreboard was last replaced in 2010. At that time it was replaced at the same size and same location as before.

PUD BENEFITS: N/A

PUD DEVIATIONS: N/A

CUP DETAILS:

For the stadium scoreboard, the proposal would enlarge the structure by adding a live-video display monitor and sponsorship panels to the sides and top. The video display monitor and sponsorship panels will be visible from the frontage road and Hwy 13. The existing (and proposed) scoreboard location is 600 feet from the frontage road and 685 feet from Hwy 13.

The existing support poles will be removed and redesigned to accommodate the weight while the actual scoreboard portion will be reused within the new design. Considering the proposed height and size of the structure will increase from the 1998 approvals an Amendment to the Conditional Use Permit needs to be processed.

For the practice field scoreboard sponsorship panels are proposed along the top and bottom. No video display will be added to the practice field however the size and height of the structure does increase. The existing support poles will be removed and redesigned and the scoreboard reused. The existing (and proposed) scoreboard location is 450 feet from the frontage road and 180 feet from the nearest property line to the east.

The live-video display is intended for use during athletic or other school events and not for additional advertising from the stadium. Staff is recommending a limit on the number of events the video display can be used. Based on the number of home football, lacrosse and soccer games, track meets and other activities that may occur staff is recommending a limit of 55 events. Further, staff is recommending use of the live display be limited to no more than 30 minutes prior to the start of the event and no more than 10 minutes following the completion of the event.

VARIANCE HARDSHIP:

To include the sponsorship panels in the request staff is considering the scoreboards also to be signage. As such a variance is needed to address the off-premise signage and height of the structure. The panels are intended to display products, goods, or services which are not exclusively related to the school district premise.

In reviewing an application for a variance, practical difficulty and the intent of the ordinance are primary considerations. Practical difficulty, as used in connection with a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by an official control. The plight of the landowner is due to circumstances unique to the property not created by the landowner, and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone do not constitute practical difficulties.

Regarding the off premise signage variance the practical difficulty, in this case, is reasonable use of signage to provide sponsorship for the scoreboard and facility. The advertising is intended for spectators and visitors to the stadium. The signage will be visible from Hwy 13 although that is not intended audience. The City Code does allow for off-premises advertising at city ball fields and hockey rinks.

Signage for the site is limited to a height of 20 feet. The stadium scoreboard proposed height is 47 total feet. The practice scoreboard proposed height is 26 feet. Due to the size of the school campus and location of the scoreboards within the site the height is reasonable

In review of the variance guideline policy (#5.285) the application calculated 5 negative factors, 9 positive factors and 5 factors that are not applicable.

OVERLAY or SPECIAL DISTRICTS: N/A

BUILDING MATERIALS AND ARCHITECTURE:

There are no changes proposed to the high school or stadium, or other accessory buildings.

PARKING / LOADING:

There are no changes proposed to the parking or loading areas for the school or stadium.

LANDSCAPING: N/A

SCREENING: N/A

SIGNAGE:

The stadium and practice field scoreboards are both oriented to the south, toward Hwy 13. The new structures will be in same location and oriented in the same manner not to impact any of the neighboring industrial properties. The dimensions of the display for the existing stadium scoreboard are 12 feet high by 25 feet wide for 300 sq ft. The total existing height is 27 feet. The dimensions of the proposed display are 35.5 feet high by 38 feet wide for 1,350 sq ft. Based on the size of the building the site is allowed over 3,000 sq ft of signage. The total proposed height is 47 feet. Staff is recommending the height of the scoreboard be limited to 45 feet as not to exceed the height of the high school building.

The dimensions of the display for the existing practice scoreboard are 8 feet high by 25 feet wide for 200 sq ft. The total existing height is 18 feet. The dimensions of the proposed display are 16 feet high by 25 feet wide for 400 sq ft. The total proposed height is 26 feet.

Attached are images of the existing and proposed structures for reference. The proposed video display for the stadium is 13.5 feet high by 24 feet wide. The 5 founding partner sponsor panels on each side are individually 4.33 feet high by 6 feet wide. The two anchor partner panels on the top are 6 feet high by 8.5 feet wide. The 8 partner panels on the practice field are 4 feet high by 6.25 feet wide each.

LIGHTING:

The applicant isn't proposing any changes to the existing lighting plan.

ENGINEERING CONSIDERATIONS:

There are no issues from the Engineering Department.

POLICE/FIRE/BUILDING CODE CONSIDERATIONS:

Building and electrical permits will be needed prior to the work. There are no outstanding issues.

PLANNING CONSIDERATIONS:

The property is zoned as R-1 (Single Family Residential). The ordinance provides for public schools in R-1 through a Conditional Use Permit. The school has been in this location is 1957. The applicant is not proposing any changes to the building, lighting, landscaping or parking.

Staff finds the variance requests reasonable considering the intended use, location and setback of the proposed scoreboards. The application has demonstrated that the variance will be in harmony with the general purposes and intent of the ordinance and the project is consistent with the comprehensive plan.

ROLE OF PLANNING COMMISSION:

The role of the Planning Commission is to review the technical aspects of the proposal as it relates to the Zoning and Comprehensive Plan.

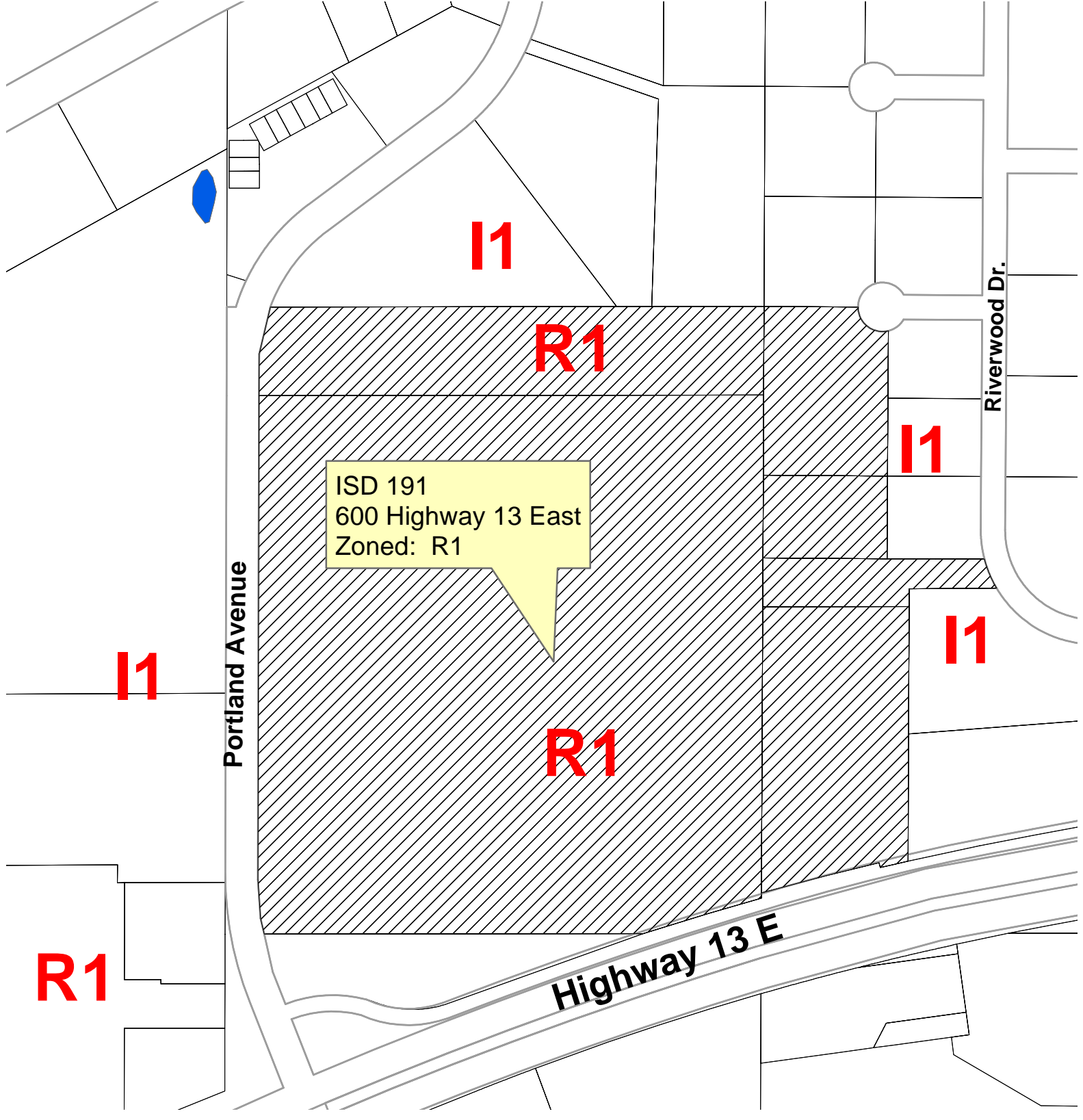
RECOMMENDATION:

Staff recommends the Planning Commission recommend to the City Council approval of the Conditional Use Permit Amendment to replace the two existing scoreboards and a variance to the signage requirements at Burnsville High School located at 600 West Highway 13 with the following condition:

1. The use of the video display shall be limited to no more than 55 events per calendar year.
2. The height of the scoreboard shall be limited to 45 feet as not to exceed the height of the high school building.
3. The use video display shall be limited to no more than 30 minutes prior to the start of each event and no more than 10 minutes following the completion of the event.
4. The sponsorship panels, on both scoreboards, shall be static. No scrolling, flashing, continuous movement or other motion shall be permitted.
5. Separate sign permits are required prior to installation.

ATTACHMENTS:

- Site Location Map
- Pictometry
- Project Narrative
- Scoreboard Locations
- Existing Stadium Scoreboard
- Proposed Stadium Scoreboard (page 3)
- Existing Practice Field Scoreboard
- Proposed Practice Field Scoreboard (page 4)
- Variance Policy Guidelines



Independent School District 191



City of Burnsville
 PLANNING DEPARTMENT
 100 Civic Center Parkway
 Burnsville, MN 55337
 952-895-4455

File DEV14-0008





North



Independent School District 191
Pictometry

John Grabow
AIM Electronics
7655 Washington Ave. South
Edina, MN 55439
952-941-9830 (P)
952-941-7139 (F)
johng@aimele.com

Burnsville High School has maintained a tradition of academic excellence and competitive athletic programs over the years. The BHS Athletic Department and their Booster Associations are looking to continue this tradition by making an investment in technology to create new opportunities for the students that participate in sporting events, as well as students who have an interest in video production.

Burnsville High School is proposing the addition of a live video display and sound system to their competition football/soccer/track venue. This new display will allow for instant replays of in-game activities, sponsorship opportunities for the community, and valuable technical education for students who have a desire to learn about video production and game day operations. The sound system will be a single unit mounted above the video display that will cover the entire field with amazing sound quality.

The plan for this project is to keep the existing scoreboard and place a new live-video display and sound system above it as well as sponsorship panels on the sides to fund the new additions. Similar live-video projects have been successfully completed at Eden Prairie High School and Wayzata High School in recent years (with Eden Prairie also doing a sound system), with additional projects being at various points of discussion in surrounding communities around Minnesota. Photos of these two completed installations attached. Renderings of the proposed system for Burnsville High School also attached.

Lastly, there are plans to add some new sponsorship panels to the Auxiliary Field/JV Field next to the Varsity Field. Photos of these additions are also attached in the email with the other documentation. These panels will be 4' tall by 25' wide on both the top and bottom of the existing scoreboard, but unlike the Varsity Field these panels will not be lit.

For reference:

The estimated existing structure at Burnsville High School from ground to top of the scoreboard truss is about 27 feet.

The estimated new structure at Burnsville High School from ground to top of the scoreboard truss is about 47 feet.





BURNSVILLE *B* BLAZE

HOME [:] **GUEST**

DOWN TO GO BALL ON QTR

T.O.L. T.O.L.

BOB PATES STADIUM

DICK HANCOCK FIELD



BURNSVILLE HIGH SCHOOL BURNSVILLE, MN

57



INSTALLATION PHOTO

The final design & appearance of the installed equipment & marketing elements may differ from what is shown. Copyright © 2014 DSM.

HOME	[Scoreboard]						GUEST
[]	[]	[]	[]	[]	[]	[]	
[]	DOWN	TO GO	BALL ON	QTR	[]	[]	
T.O.L.	[]	[]	[]	[]	[]	T.O.L.	





BURNSVILLE HIGH SCHOOL

BURNSVILLE, MN

59



INSTALLATION PHOTO

The final design & appearance of the installed equipment & marketing elements may differ from what is shown. Copyright © 2013 DSM.

Guidelines For Practical Difficulties

- Does the proposed use constitute redevelopment or an upgrade of the subject property? (Yes + / No -)
 - Does the proposed use allow for saving of trees or other natural resources?
(Yes + / No -)
 - Does the proposed use cause less harm to natural resources if allowed than would strict enforcement? (Yes + / No -)
 - Does the proposed use result in a safety improvement to the subject property or the general public? (Yes + / No -)
 - Does the proposed use provide accessibility to disabled persons or meet ADA requirements? (Yes + / No -) **NA**
 - Will the proposed use have a functional or aesthetic benefit to the property?
(Yes + / No -)
-

- Considering the intent of the ordinance from which the variance is sought, does the proposed use conflict with intent of ordinance? (Yes - / No +)
- Will the proposed use result in the destruction, loss or damage of a natural, scenic or historic feature of importance? (Yes - / No +)
- Does the proposed use require a variance of more than fifty percent (50%) of the ordinance requirement? (Yes - / No +)

b. Circumstances unique to the property, not created by the landowner.

Guidelines For Circumstances Unique to the Property

- Is the property unique – size, shape, topography, easements or natural resources?
(Yes + / No -)
 - Is the need for the variance the result of governmental action (e.g. a taking)?
(Yes + / No -)
-

- Is the need for the variance the result of action or inaction of the property owner (i.e. self-created)? (Yes - / No +)
- If the property is a legal nonconforming use, would the nonconformity be enlarged? (Yes - / No +)

c. The variance will not alter the essential character of the locality.

Guidelines For the Essential Character of the Locality

- Will the proposed use be constructed to be compatible with the existing and intended character of the area? (Yes + / No -)
- Will the proposed use be hazardous or disturbing to existing or future neighboring uses? (Yes - / No +)

B. Guidelines - Shoreland setback ordinance.

1. Is the proposed lot an existing conforming lot of record or does it meet the exception for lot size? (Yes + / No -) **NA**
2. Is the lot now held in separate title from adjoining parcels, and was it also held in the same title at the time of adoption of the 1994 Ordinance?
(Yes= No variance for lot size required / No -) **NA**
3. Is the proposed use new construction on a vacant lot? (Yes + / No -) **NA**
4. Does the proposed use protect or increase vegetation and infiltration areas? (Yes + / No -) **NA**

A positive response to a question (be it a yes or a no) is viewed as a positive factor in favor of granting the variance. A negative response to a questions (be it a yes or a no) is viewed as a negative factor in favor of denial of the variance.

Some questions may not be applicable to a particular application. If a question is not applicable, it has no bearing on whether the variance should be granted. No one question is determinative of the issue. The answer to each question is a factor to consider. Some factors are entitled to more weight than others in making a decision.

V. RESPONSIBILTY

An applicant who is applying for a variance will be required to provide responses to the guidelines. Staff will then use the guidelines in their review of the request and provide these responses as guidance to the Planning Commission and City Council.

**UNAPPROVED MINUTES OF THE APRIL 14, 2014
PLANNING COMMISSION MEETING**

4. Public Hearing – Application for Independent School District 191 for a Conditional Use Permit Amendment to replace the existing stadium scoreboards and a variance to the signage requirements at Burnsville High School located at 600 West Highway 13.

Chris Slania presented an overview of the proposed application and showed images of the scoreboards requested. Slania advised staff recommends approval of the Conditional Use Permit and Variance for signage.

At 7:28 p.m. Julik opened the public hearing.

Jeff Marshall, Athletic and Activity Director for Independent School District 191, was available to answer questions of the Commission. Mr. Marshall indicated the scoreboard could potentially be used for graduation ceremonies, marching band and dance competitions. The stadium is also rented out to semi-professional teams and other organizations for games and tournaments. Mr. Marshall confirmed the sponsorship panels will be backlit but only when the scoreboard is on and the video display is in operation. The panels would not be illuminated if the scoreboard was not in use.

At 7:35 p.m. Julik closed the public hearing.

The Commission's discussion on the project included the recommended conditions and the intent of the conditions as well as the dimensions of the structure. Commissioners had differing opinions on the number of events the scoreboard could be utilized as well as the appropriate size and height of the scoreboard.

As part of the recommendation to the Council the Commission eliminated the following condition from the staff report:

~~The use of the video display shall be limited to no more than 55 events per calendar year.~~

And revised the following:

The use of the video display shall be in conjunction with events in the stadium and limited to no more than ~~30~~ 45 minutes prior to the start of each event and no more than ~~40~~ 30 minutes following the completion of the event.

Singh moved and Taheri seconded a motion to recommend to the City Council approval of the Conditional Use Permit Amendment to replace the existing stadium scoreboards and a variance to the signage requirements at 600 West Highway 13, with the following conditions:

1. The height of the scoreboard shall be limited to 45 feet as not to exceed the height of the high school building.
2. The use of the video display shall be in conjunction with events in the stadium and limited to no more than 45 minutes prior to the start of each event and no more than 30 minutes following the completion of the event.
3. The sponsorship panels on both scoreboards shall be static. No scrolling, flashing, continuous movement or other motion shall be permitted.
4. Separate sign permits are required prior to installation.

Ayes: Julik, Singh, Taheri. Nays: Bradrick, Thomas None. Motion passed (3-2).

AGREEMENT

THIS AGREEMENT is entered into on this 13 day of August, 2015, by and between Burnsville High School Black and Gold Alumni Foundation (hereafter "Foundation") and Independent School District 191 (hereafter "District").

1. **Grants of Rights.** District, in consideration of the sum of One and No/100 Dollar (\$1.00) and other good and valuable consideration received from Foundation, the receipt and sufficiency of which are hereby acknowledged, hereby gives and grants to Foundation the exclusive right to place within and operate a scoreboard at the property of Bob Pates Stadium, Dick Hanson Field at Burnsville High School. Pursuant to the terms of this Agreement, Foundation will be allowed to sell advertising on the scoreboard at a rate acceptable to Foundation and receive all proceeds derived from this granting.

2. **Rights.** Foundation retains the right to sell advertisements on the Scoreboard for the duration of the loan agreement between the Foundation and Merchants Bank (5 years) for the sole purpose of paying off the loan agreement. After 5 years, the district will assume ownership and control of the Scoreboard, including, but not limited to, selling advertisements, maintenance, repairs, and upgrade fees and expenses.

3. **Costs.**
 - a. Foundation shall pay the following charges to be incurred in connection with the Scoreboard:
 - 1.) All costs associated with the construction and installation of the Scoreboard; and
 - 2.) All costs, taxes, and expenses necessary to maintain the Scoreboard, including, but not limited to, all maintenance, repairs, and upgrade fees and expenses.

 - b. District shall pay the following charges to be incurred in connection with the displays:
 - 1.) Primary power supply and final hookup for Scoreboard;

- 2.) All electrical bills incurred by the District as a result of the Scoreboard, including the providing of a primary power supply and phone lines as necessary

4. **Warranties.**

- a. Both parties warrant and represent to each other that they have full power and authority to enter into this Agreement.
- b. Foundation warrants and represents that:
 - 1.) The installation of the Scoreboard shall be in full compliance with applicable building codes, environmental, zoning, and land use laws and other local, state and federal laws and regulations.
 - 2.) It will limit Scoreboard advertising to that described in Section 5 below.
 - 3.) It has or will acquire title free and clear of all title defects, liens, encumbrances, and security interests of any kind, nature, or description to the displays hereby donated, assigned, transferred, conveyed, delivered and installed. It will take all steps reasonably necessary to transfer title to the Scoreboard to District and put District in actual possession and operating control of said Scoreboard.

5. **Content.** Foundation shall have the right to sell advertising on the Scoreboard based on the criteria set forth below. All advertisements will be approved by the Superintendent of District or his/her designee prior to being placed on the Scoreboard. The Superintendent's approval determination shall be made no later than ten (10) business days after he or she has received the proposed advertisement from Foundation. The following advertising is not acceptable:

- i. Individuals or groups promoting tobacco, alcohol or liquor;
- ii. Political parties, candidates, or movements;
- iii. Individuals or groups promoting gambling;
- iv. Religious organizations or messages;

- v. Advertising that is misleading, deceptive, disrespectful, fraudulent, or libelous;
 - vi. Advertising that is obscene, contains vulgar language, or promotes illegal or sexual activity.
 - vii. Advertising that is disruptive of the education of District's students.
6. **Access to Property.** District authorizes Foundation and its agents to enter upon the property on which the Scoreboard will be placed for the purpose of making measurements, surveys, and such other similar investigations with a District staff escort.
7. **Indemnification.** Foundation shall defend, indemnify and hold harmless District from any and all claims, demands, actions, liabilities, losses, damages, judgments, awards, costs, disbursements and expenses (including reasonable attorney's fees) which arises out of, is in connection with, is based upon, or is in any manner related to (1) Foundation's performance of this Agreement or (2) Foundation's liability or other fault owed to persons or entities not party to this Agreement which is caused by Foundation performance of or failure to perform this Agreement.
8. **Insurance.** Foundation agrees to maintain, during the duration of this Agreement, a commercial general liability insurance policy or policies which includes coverage for bodily injury and property damage relating to premises and ongoing operations with limits of One Million Five Hundred Thousand Dollars (\$1,500,000) for any number of claims arising out of a single occurrence, and that District shall be identified as an additional insured under the policy or policies for liabilities for bodily injury and property damage caused in whole or in part by Foundation's acts or omissions or the acts or omissions of those acting on Foundation's behalf in the performance of ongoing operations related to this Agreement. Foundation agrees to provide District with a certificate of insurance evidencing this commercial general liability insurance and District's identification as an additional insured.
9. **Entire Agreement; Amendments.** This Agreement constitutes the entire Agreement between the parties, and no other Agreement prior to or contemporaneous with the Agreement shall be effective, except as expressly set forth or incorporated herein. Any purported amendment hereto shall not be effective unless it shall be set forth in writing and executed by both parties hereto, or their respective successors or assigns.

10. **Assignments.** The terms of this Agreement shall be binding upon the executors, administrators, heirs, successors, and assigns of the parties. This Agreement may not be assigned without the prior written consent of the other party which consent shall not be unreasonably withheld.
11. **Relocation.** District reserves the option during the term of this Agreement to relocate the Scoreboard, at District's expense, to a location that is mutually agreeable to the parties. Consent to relocation will not be unreasonably withheld. In the event of a change in location, Foundation would retain the same rights to signage at the new location as Scoreboard has under this Agreement at the current location.
12. **Independent Contractor.** Foundation agrees that its services are provided as an independent contractor and that individuals who work with District shall not be deemed employees of District for any reason. Further, neither party shall have authority to bind the other party or to assume or create any obligation or responsibility, express or implied, on behalf of the other party, or in the other party's name. This Agreement is not intended to be a distributorship or franchisee agreement, and does not render Foundation a distributor or dealer on behalf of District for any purpose whatsoever.
13. **Minnesota Law Governs.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Minnesota.
14. **Records, Accounts, and Reports.** Nothing in this Agreement shall be construed to be contrary to Minnesota Statutes Chapter 13, the Minnesota Government Data Practices Act. All of the data created, collected, received, stored, used, maintained, or disseminated by the parties in performing functions under the Agreement is subject to the requirements of the Minnesota Government Data Practices Act and all parties must comply with those requirements. If any provision in this Agreement is in conflict with the Minnesota Government Data Practices Act, the Act will control.
15. **Severability.** The provisions of this Agreement shall be severable, and if any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall remain in full force and effect.
16. **Collateral Right.** District acknowledges the right of the Foundation to utilize the video scoreboard equipment being purchased as collateral for the loan being obtained from Merchants Bank by the Foundation for purchase of said video scoreboard equipment, until such time as the loan has been

paid in full and the liens have been released by Merchants Bank. It further acknowledges its agreement to provide Merchants Bank, or agents acting on its behalf, to have access to the video scoreboard equipment for its removal, should the Foundation default on the loan.

Independent School District 191

Black and Gold Alumni Foundation

By: _____

By: _____

Its: School Board Chairperson _____

Its: President _____



**Agenda III.C
August 13, 2015**

To: Members, Board of Education

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

Date: August 6, 2015

Re: Award the Burnsville High School Bid Package #3

RECOMMENDATION: That the Board of Education award the Burnsville High School Bid Package #3 to the following contractors and authorize the signing of contracts with said contractors.

Contract#	Type	Contractor	Amount
0241	Building Demolition	Lloyds Construction Services, Inc.	\$285,155
0330	Cast-In-Place Concrete	Northland Concrete & Masonry Company, LLC	\$2,617,189
0340	Structural Precast Concrete	Wells Concrete Products Company	\$933,340
0420	Masonry	Crosstown Masonry & Concrete, LLC	\$1,240,000
0510	Structural Steel Erection	Red Cedar Steel Erectors, Inc	\$582,300
0512	Structural Steel Supply	American Structural Metals, Inc.	\$898,900
2202	Underground Mechanical	Klamm Mechanical Contractors, Inc.	\$872,000
3100	Earthwork/Site Demolition	Max Steininger, Inc	\$1,071,000
3210	Asphalt Paving/Curbs	Midwest Asphalt Corp	\$921,900
3290	Landscaping/Irrigation Systems	Urban Companies	\$240,069
3301	Site Utilities	Metro Utilities, Inc.	\$288,750
	Total all Contracts		\$9,950,603

On Tuesday August 4, 2015 the Burnsville-Eagan-Savage School District opened sealed bids at 2pm. Wenck Construction, ATS&R and Glenn Simon were present for the bid opening. The attached recommendation letter from Wenck Construction includes the details of each proposed bid and the recommended lowest responsible bidder for each contract. Due to this project utilizing a Construction Management as agent (WCI) there is not one general contractor; rather, there is a number of prime contractors which will require awarding of bids to each and the signing of a contract with each prime contractor.

The contracts for contractors have been developed with the assistance of our construction attorney, Michael Rowley of Terhaar, Archibald, Pfefferle, and Griebel, LLP (TAP&G); Wenck Construction Incorporated (WCI); and Krause Anderson (Property Casualty Insurance) representation. This contract will be finalized in the coming weeks. We ask that the board authorize the signing of this contract to allow for the work to begin as soon as possible.

Attachment: WCI recommendation and bid tab summary

0340	Wells Concrete Products Company 835 Highway 109 NE Wells, Minnesota 56097	Base Bid	\$ 933,340
		Alternate #1	\$ 0
		Alternate #2	\$ 0
		Alternate #3	\$ 0
		Contract Amount	\$933,340
0420	Masonry Crosstown Masonry, Inc. 1322 159 th Avenue NE Ham Lake, Minnesota 55304	Base Bid	\$1,240,000
		Alternate #1	\$ 0
		Alternate #2	\$ 0
		Alternate #3	\$ 0
		Contract Amount	\$1,240,000
0510	Structural Steel Erection Red Cedar Steel Erectors, Inc. 4621 Domain Drive Menomonie, Wisconsin 54751	Base Bid	\$ 582,300
		Alternate #1	\$ 0
		Alternate #2	\$ 0
		Alternate #3	\$ 0
		Contract Amount	\$582,300
0512	Structural Steel Supply American Structural Metals, Inc. 777 Lehmann Way Somerset, Wisconsin 54025	Base Bid	\$ 898,900
		Alternate #1	\$ 0
		Alternate #2	\$ 0
		Alternate #3	\$ 0
		Contract Amount	\$898,900

2202	Underground Mechanical Klamm Mechanical Contractors, Inc. 12409 County Road 11 Burnsville, Minnesota 55337	Base Bid	\$ 864,000
		Alternate #1	\$ 8,000
		Alternate #2	\$ 0
		Alternate #3	\$ 0
		Contract Amount	\$872,000
3100	Earthwork/Site Demolition Max Steininger, Inc. 3080 Lexington Avenue Eagan, Minnesota 55121	Base Bid	\$1,075,000
		Alternate #1	\$ 0
		Alternate #2	\$ 0
		Alternate #3	\$ <4,000>
		Contract Amount	\$1,071,000
3210	Asphalt Paving/Curbs Midwest Asphalt Corporation 6340 Industrial Drive, Suite #200 Eden Prairie, Minnesota 55346	Base Bid	\$ 938,100
		Alternate #1	\$ 0
		Alternate #2	\$ 13,900
		Alternate #3	\$ <30,100>
		Contract Amount	\$921,900
3290	Landscaping Urban Companies, LLC 3781 Labore Road Saint Paul, Minnesota 55110	Base Bid	\$ 223,069
		Alternate #1	\$ 17,000
		Alternate #2	\$ 0
		Alternate #3	\$ 0
		Contract Amount	\$240,069

3301 Site Utilities
Metro Utilities, Inc.
9656 161st Avenue NW
Elk River, Minnesota 55330

Base Bid	\$	278,300
Alternate #1	\$	10,450
Alternate #2	\$	0
Alternate #3	\$	0

Contract Amount **\$288,750**

TOTAL \$ 9,950,603

Thank you, and please call with any questions.

Yours very truly,



Audie Miller
Project Manager

AM:mh

cc: Architect File. 301504-01

ADDITIONS AND ALTERATIONS TO BURNSVILLE HIGH SCHOOL

BID PACKAGE #3

Bid Tabulation 8/4/15

Prepared by Wenck Construction, Inc.



Bidder Name	Base Bid	Alternate #1	Alternate #2	Alternate #3	Unit Price #1	Unit Price #2	Unit Price #3	Unit Price #4	Unit Price #5
Contract #0241 - Building Demolition									
Lloyd's Construction	\$ 285,155.00								
Contract #0330 - Cast In Place Concrete									
Northland Concrete & Masonry	\$2,594,489.00	\$ 22,700.00							
Contract #0340 - Structural Precast Concrete									
Molin Concrete Products	\$ 918,845.00								
Wells Concrete	\$ 933,340.00								
Contract #0420 - Masonry									
Crosstown Masonry & Concrete, LLC	\$1,240,000.00								
Hanson Masonry	\$1,280,016.00								
B&D Associates, Inc.	\$1,353,400.00								
Northland Concrete & Masonry Co, LLC	\$1,362,440.00								
Dels Construction	\$2,818,000.00								
Contract #0510 - Structural Steel Erection									
Red Cedar Steel Erectors, Inc.	\$ 582,300.00								
South Central Erectors, Inc.	\$ 640,500.00								
Sowles Co	\$ 661,000.00								
Contract #0512 - Structural Steel Supply									
American Structural Metals, Inc.	\$ 898,900.00								
Thurnbeck Steel Fabrication, Inc.	\$ 920,900.00								
Contract #2202 - Underground Mechanical									
Klamm Mechanical Contractors, Inc.	\$ 864,000.00	\$ 8,000.00							
Weidner Plumbing & Heating Co	\$ 929,000.00								
Ryan Mechanical, Inc.	\$ 989,400.00	\$ 10,000.00							
NAC Mechanical & Electrical Services	\$1,127,000.00	\$ 6,000.00							
Wenzel Mechanical	\$1,128,000.00	\$ 21,995.00							
Contract #3100 - Earthwork/Site Demolition									
Max Steininger, Inc.	\$1,075,000.00			\$ (4,000.00)	\$ 16.00	\$ (6.00)	\$ 10.50		
New Look Contracting	\$1,226,330.00				\$ 12.00	\$ 2.66	\$ 9.66		
Veit & Company, Inc.	\$1,516,290.00				\$ 57.80	\$ 7.50	\$ 13.75		
Contract #3210 - Asphalt Paving/Curbs									
Midwest Asphalt Corp	\$ 938,100.00		\$ 13,900.00	\$ (30,100.00)				\$ 11.55	\$ 0.25
Northwest Asphalt, Inc.	\$ 978,500.00		\$ 14,000.00	\$ (29,000.00)				\$ 12.00	\$ 0.35
Bituminous Roadways, Inc.	\$1,042,000.00		\$ 16,254.00	\$ (30,000.00)				\$ 14.00	\$ 0.28
Prior Lake Blacktop, Inc.	\$1,109,931.00		\$ 25,735.00	\$ (53,345.00)				\$ 19.00	\$ 1.50
Contract #3290 - Landscaping/Irrigation Systems									
Urban Companies	\$ 223,069.00	\$ 17,000.00							
Friedges Landscaping, Inc.	\$ 255,500.00								
Greenscape Companies, Inc.	\$ 273,800.00	\$ 980.00							
Autumn Ridge Landscaping, Inc.	\$ 279,000.00								
Contract #3301 - Site Utilities									
Metro Utilities, Inc.	\$ 278,300.00	\$ 10,450.00							
Veit & Company, Inc.	\$ 313,940.00	\$ 31,060.00							
Dahn Construction Co., LLC	\$ 322,460.00	\$ 20,630.00							
Penn Contracting, Inc.	\$ 395,000.00	\$ 34,500.00							
Combined Bids - Contracts #0330 & #0420									
Northland Concrete & Masonry, Inc.	\$3,910,547.00	\$ 22,700.00							

Budget Report

Bid Package	Information	Company	Project Budget	Construction Costs	Wenck Budget	Contract Amount Includes Change Orders
BHS						
	BHS Additions		\$31,396,178.00	\$25,200,000.00		
	BHS Activity Center		\$16,981,122.00	\$13,940,000.00		
BHS Fund 6						
	BHS Main Water line replacement			\$174,637.00		
	BHS Annex And Pool Locker room			\$1,960,416.00		
Bid Pack #1						
	Contract #3300	Veit & Co.			\$243,170.00	\$457,326.00
	Contract #0240	Veit & Co.			\$366,047.14	\$77,282.32
	Contract #0600	Ebert Construction			\$919,600.00	\$677,322.00
	Contract #2300	Klamm Mechanical			\$647,800.00	\$900,000.00
	Contract #2600	Peoples Electric			\$293,600.00	\$570,242.00
	Contract #3110	Max Steininger Inc.			\$775,285.10	\$545,298.00
Bid Pack #2						
75	Contract #0345	Wells Concrete			\$2,403,594.00	\$2,615,000.00
Bid Pack #3						
	Contract #3100				\$1,179,458.00	\$1,071,000.00
	Contract #2202				\$551,250.00	\$872,000.00
	Contract #3301				\$181,880.00	\$288,750.00
	Contract #0241				\$146,221.00	\$285,155.00
	Contract #0330				\$2,739,043.00	\$2,617,189.00
	Contract #0340				\$1,013,719.00	\$933,340.00
	Contract #0420				\$1,305,616.00	\$1,240,000.00
	Contract #0510				\$599,057.00	\$582,300.00
	Contract #0512				\$788,856.00	\$898,900.00
	Contract #3290				\$305,275.00	\$240,069.00
	Contract #3210				\$1,244,655.00	\$921,900.00
Totals			\$48,377,300.00	\$41,275,053.00	\$15,704,126.24	\$15,793,073.32



**Agenda III.D
August 13, 2015**

To: Members, Board of Education

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

Date: July 29, 2015

Re: Award the bid for the ISD 191 Paging System Replacements project at multiple locations.

RECOMMENDATION: That the Board of Education award the base bid of \$214,000.00 for the ISD 191 Paging System Replacements project to Olympic Communications, Inc.

On Thursday, July 23rd, 2015, one bid for the ISD 191 Paging System Replacements project was opened and publicly read aloud. Given our system specs, only one bid was submitted. The bid in the amount of \$214,000.00 is within the budgeted amount the school district budgeted for.

The project will replace or update paging systems at:

Cedar Alternative Learning Center
Eagle Ridge Junior High
Gideon Pond Elementary
Harriet Bishop Elementary
Hidden Valley Elementary
John Metcalf Junior High
Joseph Nicollet Junior High
Marion W Savage Elementary
Sioux Trail Elementary
Vista View Elementary

The responsible bidder for this work is Olympic Communications, Inc.

Attached are the bid tabulation results as well as WENCK's recommendation letter.



Responsive partner.
Exceptional outcomes.

July 29, 2015,

Independent School District #191
100 River Ridge Court
Burnsville, Minnesota 55337

ATTENTION: Mr. Glenn Simon

RE: ISD #191 PAGING SYSTEM REPLACEMENTS

Dear Mr. Simon:

Based upon bid results and the results of our pre-award conferences with the apparent low bidders, we are making a recommendation for award of the following time critical prime contract.

<u>Contract #</u>	<u>Description/Contractor</u>		
2750	Building Paging & Intercom Sound Systems Olympic Communications, Inc. 8201 Central Avenue NE, Suite A Spring Lake Park, MN 55432	Base Bid	\$ 214,000.00
		Total	<u>\$214,000.00</u>

Thank you, and please call with any questions.

Yours very truly,

A handwritten signature in blue ink that reads 'Shane Butler'.

Shane Butler
Project Manager

SB:as

cc: Mark Hayes, ATSR File. 301504-06
Dave Bridges, ATSR
Mark Hovelson, WCI

F:\2015\301504-06 Paging Projects\4BIDAWRD\3BIDANAL



BOSSARDT CORPORATION
Professional Construction Services
A Wenck Company

ISD #191 PAGING PROJECT
Bid Tabulation - 7/23/15 - Bid Opening

Contract # - Description Contractor Name	Base Bid
Contract #2750 Paging & Intercom Sound Systems	\$214,000



TO: Members, Board of Education Agenda Item III.E
August 13, 2015

FROM: Lisa Rider, Executive Director of Business Services

DATE: August 6, 2015

RE: Approve Long-Term Facilities Maintenance Revenue Application

Recommendation: That the Board of Education approve the Long-Term Facilities Maintenance Revenue Application.

As a result of the 2015 Legislative Session, Long-Term Facilities Maintenance Revenue was created to replace Alternative Facilities, Health & Safety, and Deferred Maintenance Revenues beginning in FY2017.

To date the Board of Education has taken the following actions:

- April 9 2015 – Approval of the ISD 191 Alternative Facilities 10 year Project Plan.
- June 11, 2015 – Approval of the ISD 191 Health & Safety Budget FY15, FY16, and FY17

What is not changing for ISD 191:

- The 25 large districts formerly eligible for Alternative Facilities revenue, including ISD 191, continue to be eligible for revenue based on approved project costs, without a state-imposed per pupil limit.
- Districts may choose to fund program expenses by issuing bonds, through pay as you go levy, or a combination of the two.

What is changing for ISD 191:

- Current Health & Safety and Alternative Facilities revenues are rolled into a new formula entitled Long-Term Facilities Maintenance Revenue.
- Alternative Facilities and Health & Safety project plans must be submitted using the new Long-Term Facility Maintenance Revenue Application and UFARS structure of finance codes established by MDE as a result of the new state statute. Original board-approved projects remain in place, but are now sorted according to the new UFARS coding structure.
- The new funding formula includes equalized state aid; therefore a portion of the ISD 191's existing long-term deferred maintenance plan will now be funded through state aid; this provides ISD 191 the ability to accelerate

- and expand the investment in deferred maintenance projects while maintaining a flat overall tax impact.
- Members of intermediate districts and cooperatives may levy for a proportionate share of intermediate/coop costs in addition to the regular allowance, with the approval by school boards of all member districts.

As a result of the revised funding formula, we estimate the ability to fund an additional \$441,686 in deferred maintenance projects with no tax impact to taxpayers over the next 2 fiscal years, FY2016 and FY2017. The attached ten-year plan includes this additional capacity within Site Projects, amending the plan previously approved by the Board of Education on April 9, 2015.

For 2018 and beyond, the identified projects are estimated placeholders and will be updated for board approval on an ongoing basis as actual projects are identified. The amount of state aid, and resulting available capacity for deferred maintenance projects, is estimated to grow to over \$800,000 annually beginning in FY19. The projected plan continues to estimate investment in projects which will maintain an overall flat tax impact.


What to expect next:

- **August 13, 2015** – Board of Education approves the Long-Term Facility Maintenance Revenue Application.
- **August 14, 2015** – Application will be submitted to MDE.
- **September, 2015** – MDE drafts preliminary levy certification based upon the revenue application.
- **September, 24, 2015** – Board of Education approves the preliminary levy at its regular meeting.
- **December 3, 2015** – Board of Education approves the final levy at its regular meeting.
- **Beyond** – ISD 191 Long-Term Facility Maintenance Revenue Application revised and approved annually per MDE direction.

I recommend that the Board of Education approve the Long-Term Facility Maintenance Revenue Application, which revises the formerly approved Alternative Facilities 10 Year Project Plan and Health & Safety budget and incorporates the requirements of new state statute.

Please contact me with any questions you may have.

Attached:
Long-Term Facility Maintenance Revenue Application

		Division of School Finance 1500 Highway 36 West Roseville, MN 55113-4266		Long-Term Facility Maintenance Revenue Application Ten Year Expenditure							ED - 02478-01		
INSTRUCTIONS: Enter estimated expenditures that are allowable uses of Long-term Facilities Maintenance Revenue under MS 123B.595, Subd. 10, by UFARS Finance Code by fiscal year in the space provided. Finance codes shown for accessibility and deferred capital expenditures and maintenance projects are proposed new Finance codes				District Name: ISD 191 Burnsville-Eagan-Savage				District # 191					
								Date: 8/6/15					
				District Contact for Questions on this Spreadsheet:				E-mail: Lrider@isd191.org					
				Name: Lisa Rider				Phone #: (952)707-2050					
Fiscal Year, Ending June 30th -->				2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
ESTIMATED EXPENDITURES:													
Health and Safety, Excluding Projects in Finance codes 358, 363 and 366 Costing > \$100,000 per Site													
Finance	Category												
347	Physical Hazards	\$101,494	\$101,494	\$101,494	\$101,494	\$101,494	\$101,494	\$101,494	\$101,494	\$101,494	\$101,494	\$101,494	\$101,494
349	Other Hazardous Materials	\$26,200	\$26,200	\$26,200	\$26,200	\$26,200	\$26,200	\$26,200	\$26,200	\$26,200	\$26,200	\$26,200	\$26,200
352	Environmental Health & Safety Management	\$250,850	\$250,850	\$250,850	\$250,850	\$250,850	\$250,850	\$250,850	\$250,850	\$250,850	\$250,850	\$250,850	\$250,850
358	Asbestos Removal and Encapsulation	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
363	Fire Safety	\$57,072	\$57,072	\$57,072	\$57,072	\$57,072	\$57,072	\$57,072	\$57,072	\$57,072	\$57,072	\$57,072	\$57,072
366	Indoor Air Quality	\$60,650	\$60,650	\$60,650	\$60,650	\$60,650	\$60,650	\$60,650	\$60,650	\$60,650	\$60,650	\$60,650	\$60,650
	Total Health and Safety Capital Projects	\$506,266	\$506,266	\$506,266	\$506,266	\$506,266	\$506,266	\$506,266	\$506,266	\$506,266	\$506,266	\$506,266	\$506,266
Health and Safety, Projects Costing > \$100,000 per Site													
358	Asbestos Removal and Encapsulation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
363	Fire Safety	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
366	Indoor Air Quality	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Health and Safety Capital Projects \$100,000 or More	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accessibility													
Finance	Category												
367	Accessibility	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Deferred Capital Expenditures and Maintenance Projects													
Finance	Category												
368	Building Envelope	\$286,000	\$0	\$0	\$0	\$235,000	\$75,000	\$96,000	\$0	\$175,000	\$205,000	\$0	\$0
369	Building Hardware and Equipment	\$0	\$0	\$0	\$1,394,100	\$0	\$624,000	\$0	\$0	\$0	\$0	\$0	\$0
370	Electrical	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,000	\$0	\$0	\$0
379	Interior Surfaces	\$1,010,695	\$740,660	\$630,000	\$450,000	\$450,000	\$1,182,052	\$63,072	\$0	\$55,000	\$0	\$0	\$0
380	Mechanical Systems	\$102,000	\$1,023,628	\$392,000	\$0	\$498,600	\$0	\$1,217,955	\$949,100	\$694,100	\$1,349,100	\$0	\$0
381	Plumbing	\$100,000	\$75,000	\$117,000	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0
382	Professional Services and Salary	\$305,552	\$319,937	\$264,048	\$252,000	\$211,000	\$213,895	\$165,357	\$181,556	\$263,300	\$0	\$0	\$0
383	Roof Systems	\$620,190	\$124,300	\$0	\$500,000	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0
384	Site Projects	\$575,815	\$834,405	\$1,075,580	\$25,000	\$775,500	\$107,000	\$125,640	\$715,560	\$550,000	\$0	\$0	\$0
	Total Deferred Capital Expense and Maintenance	\$3,000,252	\$3,117,930	\$2,478,628	\$2,621,100	\$2,170,100	\$2,201,947	\$1,668,024	\$1,846,216	\$2,745,400	\$1,629,100	\$0	\$0
	Total Annual 10 Year Plan Expenditures	\$3,506,518	\$3,624,196	\$2,984,894	\$3,127,366	\$2,676,366	\$2,708,213	\$2,174,290	\$2,352,482	\$3,251,666	\$2,135,366	\$0	\$0
end of worksheet													
NOTE:													
April 9, 2015 Original Alternative Facilities Plan		\$2,558,566	\$2,419,302	\$1,529,528	\$1,672,000	\$1,221,000	\$1,252,847	\$718,924	\$897,116	\$1,796,300	\$680,000	\$0	\$0
Additional Capacity Directed Toward Deferred Maintenance Plan		\$441,686	\$698,628	\$949,100	\$949,100	\$949,100	\$949,100	\$949,100	\$949,100	\$949,100	\$949,100	\$949,100	\$949,100



**Agenda III.F
August 13, 2015**

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

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

Date: August 6, 2015

Re: Adopt Resolution Approving Intermediate School District No. 917's Long-Term Facility Maintenance Program Budget

RECOMMENDATION: that the Board of Education adopt the resolution approving Intermediate School District No. 917's Long-Term Facility Maintenance Program Budget and Authorizing the Inclusion of a Proportionate Share of Those Projects In the District's Application for Long-Term Facility Maintenance Revenue.

As a result of the 2015 Legislative Session, Long-Term Facilities Maintenance Revenue was created to replace Alternative Facilities, Health & Safety, and Deferred Maintenance Revenues beginning in FY17.

Intermediate 917 is eligible for the new Long-Term Facility Maintenance Revenue and as a member of 917 a proportionate share of the projects for Intermediate 917 is included in our district calculation when approved by the Board of Education.

Attached is a list of the 917 projects in addition to the resolution to be adopted by the Board.

EXTRACT OF MINUTES OF MEETING
OF SCHOOL BOARD OF
SCHOOL DISTRICT # 191 Burnsville-Eagan-Savage
STATE OF MINNESOTA

Pursuant to due call and notice thereof, a School Board meeting of School District No. 191, State of Minnesota, was held on August 13, at 6:30 pm., for the purpose, in part, of approving the Intermediate School District No. 917's Long-Term Facility Maintenance budget and authorizing the inclusion of a proportionate share of Intermediate School District's long-term facility maintenance projects in the district's application for long-term facility maintenance.

Director _____ introduced the following resolution and moved its adoption:

**RESOLUTION APPROVING INTERMEDIATE SCHOOL DISTRICT
NO. 917'S LONG-TERM FACILITY MAINTENANCE PROGRAM
BUDGET AND AUTHORIZING THE INCLUSION OF A
PROPORTIONATE SHARE OF THOSE PROJECTS IN THE DISTRICT'S
APPLICATION FOR LONG-TERM FACILITY MAINTENANCE
REVENUE**

BE IT RESOLVED by the School Board of District No. 191, State of Minnesota, as follows:

1. The School Board of Intermediate School District 917 has approved a long-term facility maintenance program budget for its facilities for the 2016-2017 school year in the amount of \$24,400.00. The various components of this program budget are attached as Exhibit A hereto and are incorporated herein by reference. Said budget is hereby approved. (Exhibit A)
2. Minnesota Statutes, Section 123B.53, Subdivision 1, as amended, provides that if an intermediate school district's long-term facility maintenance budget is approved by the school boards of each of the intermediate school district's member school districts, each member district may include its proportionate share of the costs of the intermediate school district program in its long-term facility maintenance revenue application.
3. The proportionate share of the costs of the intermediate school district's long-term facility maintenance program for each member school district to be included in its application shall be determined by multiplying the total cost of the intermediate school district long-term facility maintenance program times a formula that weights two components equally between the member districts; total net tax capacity and Adjusted Marginal Cost

pupil units. The long-term facility maintenance costs shall be funded through annual levy instead of issuing bonds. The inclusion of this proportionate share in the district's long-term facility maintenance revenue application for fiscal year 2017 is hereby approved, subject to approval by the Commissioner of Education.

4. Upon receipt of the proportionate share of long-term facility maintenance revenue attributable to the intermediate school district program, the district shall promptly pay to the intermediate school district the applicable aid or levy proceeds.

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

And the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA

COUNTY OF DAKOTA

I, the undersigned, being the duly qualified and acting Clerk of School District No. 191, State of Minnesota, hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of School District No. 191, held on the date therein indicated, with the original of said minutes on file in my office, and the same is a full, true and complete transcript insofar as the same relates to the approval of Intermediate School District No. 917's long-term facility maintenance program budget and authorizing the inclusion of a proportionate share of the Intermediate School District's long-term facility maintenance projects in the district's application for long-term facility maintenance revenue.


WITNESS MY HAND officially as such Clerk this 13 day of August, 2015.

Clerk

School District No. _____

**Intermediate School District #917
Proposed Health and Safety Plan FY17
Due for July, 2015 Board meeting**

Environmental Health and Safety - Finance Code 352			
Numerous expenditures covered in this area please see attachment # 3 page 12-14 for details on allowable expenditures			
Project #	Object Code	Description	Expenditures
	305	Fees For Services (Hepatitis A & B, Metro service fee, pest control, Clariynet tra	\$2,150.00
	366	CPR training and mileage reimbursements	\$100.00
	401	Supplies (personal protective equipment disposable gloves,cloths,pads, masks, pest control, chemical storage (20% Secondary & 80% Special ed)	\$10,057.00
	170	IAQ Coordinator	\$4,200.00
	200	benefits	\$636.00
	820	Mgmt asst. prog. And Metro ECSU H&S Memb	\$3,450.00
			\$20,593.00
- Finance Code 358- Asbestos Removal and Encapsulation			
Includes costs related to asbestos removal. (see attachment #3 page 16-18 for details on allowable expenditures)			
Project #	Object Code	Description**Not approved by state	Expenditures
	305	Estimated Costs of Asbestos Removal per GES (Groundwater & Environmental Services) during Thompson Heights Demolition in FY09	\$0.00 \$0.00
****total project cost is est at \$240,000 will submitt full amount for approval but will levy over two fiscal years(FY08 & FY09)			\$0.00 \$0.00
- Finance Code 366- Indoor Air Quality			
Includes costs related to the development and implementation of the IAQ plan including thoses associated with IAQ coordinator activities. (see attachment #3 page 16-18 for details on allowable expenditures)			
Project #	Object Code	Description**Not approved by state	Expenditures
			\$0.00 \$0.00 \$0.00 \$0.00
Physical Hazard Control - Finance Code 347			
Includes playground safety,swimming pools, bleachers,mechanical & power equipment safety OSHA standards for physical & electrical Hazard (ergonomics not allowed),Food Code Safety (training of staff runs thru Finance Code 352), elevator & lift inspections, Personal protective equipment in industrial, fine arts & science areas and machine guard safety. See enclosed attachment #3 page 10-11 for detailed description of allowable expenditures.			
Project #	Object Code	Description	Expenditures
	305	Elevator inspection	\$0.00
	401	PPE for shop areas (harness, boots, safety glasses etc)	\$1,993.00
	570	AED TEA Program	\$1,814.00
			\$3,807.00
Hazardous Substances - Finance Code 349			
Includes wood boilers, fuel tank removal, Hazardous waste management, Lead or copper in water testing, Local exhaust ventilation, & radon detection. See enclosed attachment #3 pages 11-12 for detail on expenditures			
Project #	Object Code	Description	
	305	Radon and water testing	\$0.00
			\$0.00
Grand Total			\$24,400.00

		Division of School Finance 1500 Highway 36 West Roseville, MN 55113-4266		<h2 style="margin: 0;">Long-Term Facility Maintenance Revenue Application</h2> <h3 style="margin: 0;">Ten Year Expenditure</h3>							ED - 02478-01		
INSTRUCTIONS: Enter estimated expenditures that are allowable uses of Long-term Facilities Maintenance Revenue under MS 123B.595, Subd. 10, by UFARS Finance Code by fiscal year in the space provided. Finance codes shown for accessibility and deferred capital expenditures and maintenance projects are proposed new Finance codes				District Name: Intermediat School District 917				District # \$917		Date: 7/10/2015			
				District Contact for Questions on this Spreadsheet:				E-mail: Nicolle.roush@isd917.k12.mn.us					
				Name: Nicolle Roush, Business Manager				Phone #: (651) 423 -8227					
Fiscal Year, Ending June 30th -->				2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
ESTIMATED EXPENDITURES:													
Health and Safety, Excluding Projects in Finance codes 358, 363 and 366 Costing > \$100,000 per Site													
Finance	Category												
347	Physical Hazards	\$3,807	\$3,902	\$3,999	\$4,099	\$4,202	\$4,307	\$4,414	\$4,525	\$4,638	\$4,754		
349	Other Hazardous Materials	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
352	Environmental Health & Safety Management	\$20,593	\$21,107	\$21,635	\$22,176	\$22,730	\$23,299	\$23,881	\$24,478	\$25,090	\$25,717		
358	Asbestos Removal and Encapsulation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
363	Fire Safety	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
366	Indoor Air Quality	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
	Total Health and Safety Capital Projects	\$24,400	\$25,009	\$25,634	\$26,275	\$26,932	\$27,606	\$28,295	\$29,003	\$29,728	\$30,471		
Health and Safety, Projects Costing > \$100,000 per Site													
358	Asbestos Removal and Encapsulation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
363	Fire Safety	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
366	Indoor Air Quality	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
	Total Health and Safety Capital Projects \$100,000 or More	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Accessibility													
Finance	Category												
367	Accessibility	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Deferred Capital Expenditures and Maintenance Projects													
Finance	Category												
368	Building Envelope	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
369	Building Hardware and Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
370	Electrical	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
379	Interior Surfaces		\$45,000	\$20,500	\$21,012	\$21,537	\$22,076	\$5,657	\$5,798	\$23,741	\$24,335		
380	Mechanical Systems	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$38,000		
381	Plumbing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
382	Professional Services and Salary	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
383	Roof Systems	\$0	\$5,000	\$5,000	\$5,000	\$5,000	\$550,000	\$0	\$0	\$0	\$0		
384	Site Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
	Total Deferred Capital Expense and Maintenance	\$0	\$50,000	\$25,500	\$26,012	\$26,537	\$572,076	\$5,657	\$5,798	\$23,741	\$62,335		
	Total Annual 10 Year Plan Expenditures	\$24,400	\$75,009	\$51,134	\$52,287	\$53,469	\$599,682	\$33,952	\$34,801	\$53,469	\$92,806		
end of worksheet													



**Agenda III.G.
August 13, 2015**

To: Members, Board of Education

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

Date: August 06, 2015

Re: Approve the Lease Financing for Technology Chromebooks

RECOMMENDATION: That the Board of Education approve lease financing for Chromebooks for a 34 month period in the amount not to exceed \$400,000 and authorize the Executive Director of Business Services to finalize the lease documents.

As an initial phase of our increasing access and use of technology for learning, we are working with our 7th - 12th grade Social Studies to increase access and effective use of digital curriculum, resources, and activities that support MN State Standards. These Chromebooks are a necessity moving forward with digital curriculum, access to our learning management system, and are part of our 3-year Technology Plan.

To facilitate the lease and immediate implementation, we are proposing a fair market value lease to fund the cost of the upgrade plus finance fees not to exceed \$400,000.00. The annual lease payment is anticipated to be less than \$135,000. At the end of the lease, all 1310 Chromebooks will be required to be returned to the lessor.

The lease amount would be financed over a period of 34 months. The lease will cover the costs of hardware, licenses, and set up. We are building on our existing partnership with CSI Leasing, Inc. for the lease financing after comparing to another lease quote. We have received multiple quotes for the Chromebooks and have chosen to utilize TIES for this purchase to access favorable pricing through the Cooperative Purchasing Venture (CPV) state contracts.

BUSINESS OFFICE • 100 River Ridge Court • Burnsville, MN 55337

www.isd191.org



Lease Proposal for Burnsville-Eagan-Savage ISD #191

Prepared by Joe Slater

Date: August 4, 2015

Lease Program:	SmartTrack Lease Schedule
Equipment description:	HP Chromebook 11 G3 or G4
Estimated Hardware Cost:	\$325,000.00
Estimated Software Costs:	\$55,000.00
Lease Term:	36 or 34 months
Installation Period:	August 2015
Commencement Date:	September 1, 2015
Value-Added Services:	<ul style="list-style-type: none">- Equipment ordering and order management- Manage leased assets using MyCSI- Customized asset tags- Returns tracking with ShipTrack (equipment information online within 72 hours of receipt)- Coordination of returns- Complete data security program from time of de-installation. Includes secure shipping and NIST-88 US Government standard hard drive sanitization on all PC's, notebooks and servers returned to CSI. A certificate of sanitization is provided to the District electronically.- 100% demanufacturing for obsolete gear (compliant with all environmental laws, Zero Landfill, Zero Export Policy)
Payments:	Annual in advance.
Lease Rate Factors (LRF):	See Lease Quote Matrix
No Fees:	CSI will not charge any deposits, administrative, end of lease or re-stocking fee

Technology Refresh Options:	Throughout the lease term, you may refresh the technology you are leasing by means of a mid-stream rewrite and upgrade program and/or early termination provisions. This applies to some, all or none of the equipment being leased.
End of Lease Options:	Options include returning the equipment, purchasing at fair market value, or extending the lease. (Again in all cases you may choose to exercise your option on some, all or none of the equipment under lease. All buyout and extension pricing is based on fair market value.
Equipment Return.	CSI Leasing, Inc. will send out customized packing materials to ISD #191 once notice is given for the return of the equipment. ISD #191 will fill the cartons and apply the return shipping label to the box. CSI will handle everything else, including the return freight costs. The only caveat is that there needs to be 20 or more units shipped from a single location
Original Packaging:	Original packaging is not required when returning the equipment. CSI will provide customized packing supplies,
Serial Number Substitution:	The District has the right to substitute “like” equipment when returning equipment.
Manuals & Media Disks:	The District is required to return only software that is integral to the functions of the equipment.
Valid Through:	This proposal is valid for 21 days from date of proposal.
Rate Protection:	The lease rates specified in this proposal are based on the like-term Treasury Constant Maturity Yield (the “Treasury Yield”) as of the date of this proposal as published in the Federal Reserve Statistical Release H.15 (519). The lease rates are subject to a one-time increase based on the Treasury Yield in effect at the start of the lease term.



Contingencies:

This proposal is contingent upon final credit approval by CSI.

The information contained within this proposal is confidential and proprietary and is for information and evaluation purposes only. This proposal is not be disclosed to any parties other than Burnsville-Eagan-Savage ISD #191, its employees, officers or directors with a need to know the information contained herein, unless CSI otherwise agrees in writing. Unless and until a written contract has been duly executed, neither Burnsville-Eagan-Savage ISD #191 nor CSI Leasing, Inc. will have any obligation to the other with respect to any proposed transaction, with respect to the procedures employed in connection therewith, or with respect to any representations made by either party. The terms and conditions contained within a final signed contract between Burnsville-Eagan-Savage ISD #191 and CSI Leasing will supersede those within this document.

Lease Quote

Prepared for Burnsville-Eagan-Savage ISD #191

Installation period: August, 2015

Quote date: August 4, 2015

Equipment Type	Examples	Lease Rate Factors - Term in Months			
		34 Month FMV-G3	34 Month FMV-G4	36 Month FMV-G3	36 Month FMV-G4
Networking Equipment	Cisco only				
Large Servers (unit cost > \$75,000)	IBM only	NA	NA	NA	NA
POS Terminals	NCR, Toshiba (IBM), HP, Micros				
Notebook PCs and Tablets, Excludes Ruggedized	Dell, Fujitsu, HP, Lenovo, Apple, Samsung	Apple (current technology)			
Desktop PCs (unit cost < \$1,000)	Apple, Dell, HP, Lenovo				
Monitors and All-in-one PCs	All major brands	All other manufacturers			
		0.3188	0.3161	0.3222	0.3191
Disk Storage	EMC, IBM, Network Appliance				
Other Networking	Riverbed, Juniper, Aruba, Extreme, Foundry, F5	NA	NA	NA	NA
Handheld Scanners	Intermec, Symbol, PSE				
Videoconferencing	Cisco, Polycom				
Small Servers/Blade Servers/Workstations (unit cost \$1,000 to \$75,000)					
Other Storage Manufacturers	HDS, HP, Nimble	NA	NA	NA	NA
All Ruggedized PCs	Panasonic Toughbooks				
Printers, MFPs & Copiers	All major brands	NA	NA	NA	NA
Miscellaneous Standalone (with serial number)	Scanners, smartphones				
Medical	DaVinci, Toshiba, Philips, Siemens, GE				
Phone systems	Avaya, Cisco	NA	NA	NA	NA
Forklifts	Hyster, Yale, Toyota, Raymond				
Miscellaneous Soft Costs	Cards, memory, etc.	0.3444	0.3444	0.3444	0.3444

Assumptions:

- Invoicing annually in advance
- Lease rates do not include applicable taxes, insurance, shipping & delivery charges and maintenance.
- Pro-rated rental will accrue from the acceptance date until the last day of the installation period.
- Rates are subject to final credit review

CSI Lease	FMV Lease return at end			
9/1/2015-18	Annual Pmts			
	Hardware Costs			
	1310 chromebooks	251,441.40		
	carts	42,482.40		
	carts	3,607.32		
		<u>297,531.12</u>	0.3188	94,852.92
	Soft costs			
	software	34,060.00		
	white glove service	7,860.00		
	power supply	1,200.00		
	shipping	257.18		
		<u>43,377.18</u>	0.3444	14,939.10
	TIES Depot Invoice	<u>340,908.30</u>		<u>109,792.02</u> Annual Payment
				<u>3</u>
				<u>329,376.07</u> Total Lease Cost



**Agenda III.H
August 13, 2015**

To: Members, Board of Education

From: Lisa Rider, Executive Director of Business Services

Date: August 6, 2015

Re: Approve Equipment Procurement through TIES for Chromebooks

RECOMMENDATION: That the Board of Education approve procurement of technology Chromebooks, carts, and accessories through TIES Master Price Agreement with HP Inc. in the amount of \$340,908.30 for 1310 G3 Chromebooks, 27 Carts, and accompanying set-up and accessories.

As an initial phase of our plan to increase effective access and use of technology for learning, our secondary social studies team is developing digital curriculum, resources, and activities that support MN State Standards. This phase will include a dedicated cart of Chromebooks for each Social Studies classroom. These Chromebooks are a necessity moving forward with digital curriculum, access to our learning management system, and are part of our 3-year technology plan.

We are members of Minnesota's Cooperative Purchasing Venture (CPV), established by Minn. Stat Section 16C.03, subd. 10, which allows entities to purchase goods, certain services and utilities from contracts established by the Materials Management Division (MMD) for Minnesota state agencies. Through TIES we can use the 2009-2014 WSCA-NASPO contract and extension addendum MNWNC-115 which resulted from a large volume competitively bid contract by the State of MN to provide competitive cost savings. We will be taking advantage of this contract with HP for the Chromebooks.

Upon approval of the recommendation and finalization of the financing lease, the Chromebooks will be ordered with planned installation immediately. At the end of the 3 years, the Chromebooks must be returned to the lessor.



TIES Depot
 1667 Snelling Avenue N
 St.Paul, Minnesota 55108
 United States
<http://www.tiesdepot.com>
 (P) (651) 999-6211
 (F) (651) 999-6210

Quotation (Open)	
Date Jul 31, 2015 02:15 PM CDT	Expiration Date 08/29/2015
Doc # 26156 - rev 1 of 1	
Description G3 Chromebooks w/mgt & white glove (1310) carts	
SalesRep Howe, Ceil (P) 651-999-6252 (F) 651-999-6210	
Customer Contact Weiler, Bob (P) 952-707-2062 (F) 952-707-2046 bweiler@isd191.org	

Bill To

Burnsville-Eagan-Savage ISD 191
 Payable, Accounts
 100 River Ridge Court
 Burnsville, MN 55337
 United States
 (P) 952-707-2065

Ship To

Burnsville-Eagan-Savage ISD 191
 Gorton, Rachel
 100 River Ridge Court
 Burnsville, MN 55337
 United States
 (P) 952-707-2081

Ship Via: FedEx Ground
Special Instructions:
Carrier Account #:

#	Description	Part #	List Price	Qty	Unit Price	Total
1	HP Chromebook 11 G3 Celeron N2840 / 2.16 GHz - Chrome OS - 4 GB RAM - 16 GB eMMC - 11.6" 1366 x 768 (HD) - Intel HD Graphics - 802.11ac - Smart Buy	L8E75UT#ABA	\$259.00	1310	\$191.94	\$251,441.40
2	Google Chrome OS Management Console License - EDU	CROS-SW-DIS-EDU	\$30.00	1310	\$26.00	\$34,060.00
3	White Glove Service	CHROME01	\$11.00	1310	\$6.00	\$7,860.00

Note: What is White Glove Service

It is simply a pre-deployment service. The administrator (customer/end-user) sets up an account with Google, loads their licenses and sets up a profile that has their setup information (access, SSIDs, etc.). Integration Services uses the customer supplied email address, login, and password to attach the Chromebook through the cloud. Once connected, the enrollment process installs one of the licenses and loads the customer's profile. We then perform Chrome OS updates and any additional requested work. When the end-user receives and powers on their Chromebooks the systems will automatically configure into the infrastructure based on the profile.

4	Additional Power Supply will work on both g4 & g3	H6X88UT#ABA	\$0.00	30	\$40.00	\$1,200.00
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CARTS

5	Ergotron Zip40 Charging & Management Cart Cart for 40 tablets / notebooks - steel - black, silver - screen size: up to 15.6" Note: Free Shipping due to quantity	DM40-1008-1	\$2,099.00	24	\$1,770.10	\$42,482.40
6	Anthro YES Junior Cart for 20 notebooks - powder-coated steel - metallic gray, polar white Note: See shipping cost of 257.18	YESMJUGMPW4	\$1,749.00	3	\$1,202.44	\$3,607.32

WSCA # B27164 Amendment 5

Subtotal:	\$340,651.12
Tax (0.000%):	\$0.00
Shipping:	\$257.18
Total:	\$340,908.30

Should you have further questions please call 651-999-6211.

Orders can be Faxed to 651-999-6210, emailed to tsfax@ties.k12.mn.us;
 OR, log into www.tiesdepot.com to place your order from your personal store site.

**** All Prices & Availability Subject To Change ****

**** Shipping & Handling Fees May Apply****

These prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, cables, cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.

****Processing fees will apply if order does not exceed \$250.00****



**Agenda III.I
August 13, 2015**

To: Board of Education, Members
From: Dr. Joe Gothard, Superintendent
Date: August 7, 2015
Re: Board Policies

RECOMMENDATION: Approve, on a first reading basis, Board Policies 405: *Veteran's Preference*, 407: *Employee Right to Know-Exposure to Hazardous Substances*, 408: *Subpoena of a School District Employee*, 414: *Mandated Reporting of Child Neglect or Physical or Sexual Abuse*, 415: *Mandated Reporting of Maltreatment of Vulnerable Adults*, 422: *Policies Incorporated by Reference*, 423: *Employee-Student Relationships*, 424: *License Status*, 427: *Workload Limits for Certain Special Education Teachers*, 206: *Public Participation in School Board Deliberations* and 509: *Enrollment of Nonresident Students-Regulation*. Rescind policies GCDCA, GBED, GBLAC and 423-R.

Administration and the Policy Review Committee have reviewed these policies and recommend approval on a first reading basis.

Edited policies are attached for your review.

Adopted: 7/2001
Reviewed: _____
Revised: 11/2010
Rescinds: GCDCA

Burnsville-Eagan-Savage School District Policy 405

405 VETERAN'S PREFERENCE

[Note: The provisions of this policy substantially reflect legal requirements.]

I. PURPOSE

The purpose of this policy is to comply with the Minnesota Veterans Preference Act (VPA) which provides preference points for veterans applying for employment with political subdivisions, including school districts, as well as additional rights for veterans in the discharge process.

II. GENERAL STATEMENT OF POLICY

- A. ~~The school district~~ Independent School District 191's policy is to comply with the VPA regarding veteran's preference rights and mandated preference points to veterans and spouses of deceased veterans or disabled veterans.
- B. The school district's policy is also to comply with the VPA requirement that no covered veteran may be removed from public employment except for incompetency or misconduct shown after a hearing upon due notice and in writing. This paragraph does not apply to the position of teacher.
- C. Veteran's preference points will be applied pursuant to applicable law as follows:
 - 1. A credit of **ten** points shall be added to the competitive open examination rating of a non disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.
 - 2. A credit of **fifteen** points shall be added to the competitive open examination rating of a disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.
 - 3. A credit of five points shall be added to the competitive promotional examination rating of a disabled veteran, who so elects, provided that (a) the veteran obtained a passing rating on the examination without the addition of the credit points and (b) the veteran is applying for a first promotion after securing public employment.

4. A preference may be used by the surviving spouse of a deceased veteran and by the spouse of a disabled veteran who, because of the disability, is unable to qualify.
- D. Eligibility for and application of veteran's preference, the definition of a veteran, and the definition of a disabled veteran for purposes of this policy will be pursuant to the VPA.
 - E. When notifying applicants that they have been accepted into the selection process, the school district shall notify applicants that they may elect to use veteran's preference.
 - F. The school district's policy is to use a 100-point hiring system to enable allocation of veteran's preference points. The school district may or may not use a 100-point hiring system for filling teaching positions. If a 100-point hiring system is not used for filling a teaching position, preference points will not be added, but all veteran applicants who have proper licensure for the teaching position will be granted an interview for the position.
 - G. If the school district rejects a member of the finalist pool who has claimed veteran's preference, the school district shall notify the finalist in writing of the reasons for the rejection and file the notice with the school district's personnel officer.
 - H. In accordance with the VPA, no honorably discharged veteran shall be removed from a position of employment except for incompetency, misconduct, or good faith abolishment of position.
 1. Incompetency or misconduct must be shown after a hearing, upon due notice, upon stated charges, in writing.
 2. A veteran must irrevocably elect to be governed either by the VPA or by arbitration provisions set forth in a collective bargaining agreement in the event of a discharge.
 - I. The VPA and the provisions of this policy do not apply to the position of private secretary, superintendent, head of a department, or any person holding a strictly confidential relation to the school board or school district. The VPA and the provisions of this policy apply to teachers only with respect to the hiring process, as set forth in Paragraph F., above.

Legal References: Minn. Stat. § 43A.11 (Veteran's Preference)
Minn. Stat. § 197.455 (Veteran's Preference Applied)
Minn. Stat. § 197.46 (Veterans Preference Act)
Hall v. City of Champlin, 463 N.W.2d 502 (Minn. 1990)
Young v. City of Duluth, 410 N.W.2d 27 (Minn. Ct. App. 1987)

Cross References: Burnsville-Eagan-Savage School District Policy 401 (Equal Employment Opportunity)

Descriptor Term: Veteran's Preference
Descriptor Code: GCDCA
Issued Date: 7/01
Reviewed Date:
Revised Date: 11/10
Rescinds:

I. PURPOSE

The purpose of this policy is to comply with the Minnesota Veterans Preference Act (VPA) which provides preference points for veterans applying for employment with political subdivisions, including school districts, as well as additional rights for veterans in the discharge process.

II. GENERAL STATEMENT OF POLICY

- A. It is Independent School District 191's policy to comply with the VPA regarding veteran's preference rights and the mandating of preference points to veterans and spouses of deceased veterans or disabled veterans.
- B. The school district's policy is also to comply with the VPA requirement that no covered veteran may be removed from public employment except for incompetency or misconduct shown after a hearing upon due notice and in writing. This paragraph does not apply to the position of teacher.
- C. Veteran preference points will be applied pursuant to applicable law as follows:
 - 1. There shall be added to the competitive open examination rating of a non disabled veteran, who so elects, a credit of five points provided that the veteran obtained a passing rating on the examination without the addition of the credit points.
 - 2. There shall be added to the competitive open examination rating of a disabled veteran, who so elects, a credit of ten points provided that the veteran obtained a passing rating on the examination without the addition of the credit points.
 - 3. There shall be added to the competitive promotional examination rating of a disabled veteran, who so elects, a credit of five points provided that (a) the veteran obtained a passing rating on the examination without the addition of the credit points and (b) the veteran is applying for a first promotion after securing public employment.
 - 4. A preference may be used by the surviving spouse of a deceased veteran and by the spouse of a disabled veteran who, because of the disability, is unable to qualify.

- D. Eligibility for and application of veteran's preference, the definition of a veteran, and the definition of a disabled veteran for purposes of this policy will be pursuant to the VPA.
- E. When notifying applicants that they have been accepted into the selection process, the school district shall notify applicants that they may elect to use veteran's preference.
- F. The school district's policy is to use a 100-point hiring system to enable allocation of veteran's preference points, including teaching positions, whenever possible. If a 100-point hiring system is not used for filling a teaching position, preference points will not be added, but all veteran applicants who have proper licensure for the teaching position will be granted an interview for the position.
- G. If the school district rejects a member of the finalist pool who has claimed veteran's preference, the school district shall notify the finalist in writing of the reasons for the rejection and file the notice with the school district's personnel officer.
- H. In accordance with the VPA, no honorably discharged veteran shall be removed from a position of employment except for incompetency, misconduct, or good faith abolishment of position.
 - 1. Incompetency or misconduct must be shown after a hearing, upon due notice, upon stated charges, in writing.
 - 2. A veteran must irrevocably elect to be governed either by the VPA or by arbitration provisions set forth in a collective bargaining agreement in the event of a discharge.
- I. The VPA and the provisions of this policy do not apply to the position of private secretary, superintendent, head of a department, or any person holding a strictly confidential relation to the school board or school district. The VPA and the provisions of this policy apply to teachers only with respect to the hiring process, as set forth in Paragraph F., above.

Legal References: Minn. Stat. § 43A.11 (Veteran's Preference)
 Minn. Stat. § 197.455 (Veteran's Preference Applied)
 Minn. Stat. § 197.46 (Veterans Preference Act)
 Hall v. City of Champlin, 463 N.W.2d 502 (Minn. 1990)
 Young v. City of Duluth, 410 N.W.2d 27 (Minn. Ct. App. 1987)

Cross References: MSBA/MASA Model Policy 401 (Equal Employment Opportunity)

Adopted: 7/2001
Reviewed: _____
Revised: _____
Rescinds: GBED

Burnsville-Eagan-Savage School District Policy 407

407 EMPLOYEE RIGHT TO KNOW – EXPOSURE TO HAZARDOUS SUBSTANCES

[Note: School districts are not required by statute to have a policy addressing these issues. However, the provisions of this policy accurately reflect the requirements of Minn. Stat. § 182.653.]

I. PURPOSE

The purpose of this policy is to provide school district employees a place of employment and conditions of employment free from recognized hazards that are likely to cause death or serious injury or harm. (Minn. Stat. § 182.653, Subd. 2)

II. GENERAL STATEMENT OF POLICY

The policy of this school district is to provide information and training to employees who may be “routinely exposed” to a hazardous substance, harmful physical agent, infectious agent, or blood borne pathogen.

III. DEFINITIONS

- A. “Commissioner” means the Commissioner of Labor and Industry.
- B. “Routinely exposed” means that there is a reasonable potential for exposure during the normal course of assigned work or when an employee is assigned to work in an area where a hazardous substance has been spilled.
- C. “Hazardous substance” means a chemical or substance, or mixture of chemicals and substances, which:
 - 1. is regulated by the Federal Occupational Safety and Health Administration under the Code of Federal Regulations; or
 - 2. is either toxic or highly toxic; an irritant; corrosive; a strong oxidizer; a strong sensitizer; combustible; either flammable or extremely flammable; dangerously reactive; pyrophoric; pressure-generating; compressed gas; carcinogen; teratogen; mutagen; reproductive toxic agent; or that otherwise, according to generally accepted documented medical or scientific evidence, may cause substantial acute or chronic personal injury or illness during or as a direct result of any customary or reasonably foreseeable accidental or intentional exposure to the chemical or substance; or

3. is determined by the commissioner as a part of the standard for the chemical or substance or mixture of chemicals and substances to present a significant risk to worker health and safety or imminent danger of death or serious physical harm to an employee as a result of foreseeable use, handling, accidental spill, exposure, or contamination.
- D. “Harmful physical agent” means a physical agent determined by the commissioner as a part of the standard for that agent to present a significant risk to worker health or safety or imminent danger of death or serious physical harm to an employee. This definition includes, but is not limited to, radiation, whether ionizing or nonionizing.
 - E. “Infectious agent” means a communicable bacterium, rickettsia, parasites, virus, or fungus determined by the commissioner by rule, with approval of the commissioner of health, which, according to documented medical or scientific evidence, causes substantial acute or chronic illness or permanent disability as a foreseeable and direct result of any routine exposure to the infectious agent. Infectious agent does not include an agent in or on the body of a patient before diagnosis.
 - F. “Blood borne pathogen” means a pathogenic microorganism that is present in human blood and can cause disease in humans. This definition includes, but is not limited to, hepatitis B virus (HBV) and human immunodeficiency virus (HIV).

IV. TARGET JOB CATEGORIES

Annual training will be provided to all full- and part-time employees who are “routinely exposed” to a hazardous substance, harmful physical agent, infectious agent, or blood borne pathogen as set forth above.

V. TRAINING SCHEDULE

Training will be provided to employees before beginning a job assignment as follows:

- A. Any newly hired employee assigned to a work area where he or she is determined to be “routinely exposed” under the guidelines above.
- B. Any employee reassigned to a work area where he or she is determined to be “routinely exposed” under the above guidelines.

Legal References: Minn. Stat. Ch. 182 (Occupational Safety and Health)
Minn. Rules Ch. 5205 (Safety and Health Standards)
Minn. Rules Ch. 5206 (Employee Right to Know Standards)
29 C.F.R. § 1910.1050, App. B (Substance Technical Guidelines)

Cross References: Burnsville-Eagan-Savage School District Policy 420 (Students and Employees with Sexually Transmitted Infections and Diseases and Certain Other Communicable Diseases and Infectious Conditions)
Burnsville-Eagan-Savage School District Policy 807 (Health and Safety Policy)

Descriptor Term: Employee Right to Know-
Exposure to Hazardous Substances

Descriptor Code: GBED

Issued Date: 7/01

Reviewed Date:

Revised Date:

Rescinds:

I. PURPOSE

The purpose of this policy to provide school district employees a place of employment and conditions of employment free from recognized hazards that are likely to cause death or serious injury or harm. (Minn. Stat. § 182.63, Subd. 2).

II. GENERAL STATEMENT OF POLICY

It is the policy of this school to provide information and training to employees who may be routinely exposed to hazardous substance, harmful physical agent or infectious agent.

III. DEFINITIONS

- A. "Commissioner" means the Commissioner of Labor and Industry.
- B. "Routinely exposed" means that there is a reasonable potential for exposure during the normal course of assigned work or when an employee is assigned to work in an area where a hazardous substance has been spilled.
- C. "Hazardous substance" means a chemical or substance, or mixture of chemicals and substances, which:
 - 1. is regulated by the Federal Occupational safety and Health Administration under the Code of Federal Regulations, title 29, part 1910, subpart Z; or
 - 2. is either toxic or highly toxic; an irritant; corrosive; a strong oxidizer; a strong sensitizer; combustible; either flammable or extremely flammable; dangerously reactive; pyrophoric; pressure-generating; compressed gas; carcinogen; teratogen; mutagen; reproductive toxic agent; or that otherwise, according to generally accepted documented medical or scientific evidence, may cause substantial acute or chronic personal injury or illness during or as a direct result of any customary or reasonably foreseeable accidental or intentional exposure to the chemical or substance; or
 - 3. is determined by the commissioner as a part of the standard for the chemical or substance or mixture of chemicals and substances to present a significant risk to worker health and safety or imminent danger of death or serious physical harm to an employee as a foreseeable use, handling, accidental spill, exposure, or contamination.

- D. "Harmful physical agent" means a physical agent determined by the commissioner as a part of the standard for that agent to present a significant risk to an employee. This definition includes but is not limited to radiation, whether ionizing or nonionizing.
- E. "Infectious agent" means a communicable bacterium, rickettsia, parasites, virus, or fungus determined by the commissioner by rule, with approval of the commissioner of health, which according to documented medical or scientific evidence causes substantial acute or chronic illness or permanent disability as a foreseeable and direct result of any routine exposure to the infectious agent. Infectious agent does not include an agent in or on the body of a patient before diagnosis.

IV. TARGET JOB CATEGORIES

Training will be provided to employees before beginning a job assignment as follows:

- A. Any newly hired employee assigned to a work area where he or she is determined to be "routinely exposed" under the guidelines above.
- B. Any employee reassigned to work area where he or she is determined to be routinely exposed under the above guidelines.

Legal References:

Minn. Stat. § Ch.. 182 (Occupational Safety and Health)
Minn. Rule 5205 (Safety and Health Standards)
Minn. Rule 5206 (Employee right to Know Standards)

Adopted: 8/2006
Reviewed: _____
Revised: _____
Rescinds: GBLAC

408 SUBPOENA OF A SCHOOL DISTRICT EMPLOYEE

I. PURPOSE

The purpose of this policy is to protect the privacy rights of school district employees and students under both state and federal law when requested to testify or provide educational records for a judicial or administrative proceeding.

II. GENERAL STATEMENT OF POLICY

This policy is to provide guidance and direction for school district employees who may be subpoenaed to testify and/or provide educational records for a judicial or administrative proceeding.

III. DATA CLASSIFICATION

A. Educational Data

1. State Law

The Minnesota Government Data Practices Act (MGDPA), Minn. Stat. Ch. 13, classifies all educational data, except for directory information as designated by the school district, as private data on individuals. The state statute provides that private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data or a parent if the subject of the data is a minor. **A subpoena issued by an attorney is not a court order.**

2. Federal Law

The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, provides that educational data may not be released, except pursuant to informed consent by the individual subject of the data or any lawfully issued subpoena. Regulations promulgated under the federal law require that the school district must first make a reasonable effort to notify the parent of the student, or the student if the student is 18 years of age or older, of the subpoena in advance of releasing the information pursuant to the subpoena.

B. Personnel Data

The MGDPA, Minn. Stat. Ch. 13, also classifies all personnel data, except for certain data specifically classified as public, as private data on individuals. The state statute provides that private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data.

IV. APPLICATION AND PROCEDURES

- A. Any employee who receives a subpoena for any purpose related to employment is to inform the building administrator or designated supervisor when the employee receives the subpoena. The building administrator or designated supervisor shall immediately inform the ~~superintendent~~ Executive Director of Human Resources that the employee has received a subpoena.
- B. No employee may release educational data, personnel data, or any other data of any kind without consultation in advance with the school district official who is designated as the authority responsible for the collection, use and dissemination of data.
- C. Payment for attendance at judicial or administrative proceedings and the retention of witness and mileage fees is to be determined in accordance with the applicable school board policies and collective bargaining agreements.
- D. The administration shall not release any information except in strict compliance with state and federal law and this policy. Recognizing that an unauthorized release may expose the school district or its employees to civil or criminal penalties or loss of employment, the administration shall confer with school district legal counsel prior to release of such data.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Rules 1205.0100, Subp. 5 (Minnesota Rules Regarding Data Practices)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

Cross References: Burnsville-Eagan-Savage School District Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)
MSBA Service Manual, Chapter 13, School Law Bulletin “I” (School Records – Privacy – Access to Data)

Descriptor Term: Subpoena of a School District Employee
Descriptor Code: GBLAC
Issued Date: 8/06
Reviewed Date:
Revised Date:
Rescinds:

I. PURPOSE

The purpose of this policy is to protect the privacy rights of school district employees and students under both state and federal law when requested to testify or provide educational records for a judicial or administrative proceeding.

II. GENERAL STATEMENT OF POLICY

This policy is to provide guidance and direction for school district employees who may be subpoenaed to testify and/or provide educational records for a judicial or administrative proceeding.

III. DATA CLASSIFICATION

- A. The Minnesota Government Data Practices Act (MGDPA), Minn. Stat. Ch. 13, classifies all educational data, except for directory information as designated by the school district, as private data on individuals. The state statute provides that private data on individuals may not be released, except pursuant to informed consent by the subject of the data or pursuant to a valid court order. A subpoena is not a court order under the MGDPA.
- B. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, provides that educational data may not be released, except pursuant to informed consent by the individual subject of the data or any lawfully issued subpoena. Regulations promulgated under the federal law require that the school district must first make a reasonable effort to notify the parent of the student, or the student if the student is 18 years of age or older, of the subpoena in advance of releasing the information pursuant to the subpoena.

IV. APPLICATION AND PROCEDURES

- A. Any employee who receives a subpoena for any purpose related to employment is to inform the building administrator or designated supervisor when the employee receives the subpoena. The building administrator or designated supervisor shall immediately inform the Executive Director of Human Resources that the employee has received a subpoena.
- B. No employee may release educational data, personnel data, or any other data of any kind without consultation in advance with the school district official who is designated as the authority responsible for the collection, use and dissemination of data.

- C. Payment for attendance at judicial or administrative proceedings and the retention of witness and mileage fees is to be determined in accordance with the applicable school board policies and collective bargaining agreements.
- D. The administration shall not release any information except in strict compliance with state and federal law and this policy. Recognizing that an unauthorized release may expose the school district or its employees to civil or criminal penalties or loss of employment, the administration shall confer with school district legal counsel prior to release of such data.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Rules 1205.0100, Subp. 5 (Minnesota Rules Regarding Data Practices)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

Cross References:

MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA Service Manual, Chapter 13, School Law Bulletin "I" (School Records – Privacy – Access To Data)

Adopted: 07/2001
Reviewed: 06/2013
Revised: 6/20/2013
Rescinds: GBHA

Burnsville-Eagan-Savage School District Policy 414

414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

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

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

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

- F. "Nonmaltreatment mistake" means: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minn. Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minn. Rules Ch. 9503.
- G. "Physical abuse" means any physical injury, mental injury, or threatened injury, inflicted by a person responsible for the child's care other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minn. Stat. § 121A.67 or § 245.825.

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

Actions which are not reasonable and moderate include, but are not limited to, any of the following that are done in anger or without regard to the safety of the child: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions which result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, Subd. 6; (7) striking a child under age one on the face or head; (8) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances which were not prescribed for the child by a practitioner, in order to control or punish the child, or giving the child other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (9) unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379 including, but not limited to, tying, caging, or chaining; or (10) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minn. Stat. § 121A.58.

- H. "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.

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

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened within the preceding three years to the local welfare agency, police department, county sheriff, or agency responsible for assisting or investigating maltreatment.
- B. If the immediate report has been made orally, by telephone or otherwise, the oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assisting or investigating maltreatment. The written report shall identify the child, any person believed to be responsible for the

abuse or neglect of the child if the person is known, the nature and extent of the abuse or neglect and the name and address of the reporter.

- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred and may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- G. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school.
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, and the reckless making of a false report may result in discipline. The court may also award attorney's fees.

V. INVESTIGATION

- A. The responsibility for investigating reports of suspected neglect or physical or sexual abuse rests with the appropriate county, state, or local agency or agencies. The agency responsible for assessing or investigating reports of child maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged perpetrator, and any other person with knowledge of the abuse or neglect for the purpose of gathering the facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of a school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian or person responsible for the child's care. School officials may not disclose to the parent,

legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.

- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property will be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.
- C. Except where the alleged perpetrator is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.
- D. Where the alleged perpetrator is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

- A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.

- B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

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

VIII. DISSEMINATION OF POLICY AND TRAINING

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

XI. CONTACTS

The Individualized Student Services Office may be contacted regarding this policy at (952) 707-6261.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.67 (Aversive and Deprivation Procedures)
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
Minn. Stat. § 260C.007, Subd. 4, Clause (5) (Child in Need of Protection)
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)
Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)
Minn. Stat. § 609.02, Subd. 6 (Definitions – Dangerous Weapon)
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)
Minn. Stat. § 609.379 (Reasonable Force)
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
Minn. Stat. § 626.5561 (Reporting of Prenatal Exposure to Controlled Substances)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

Cross References: Burnsville-Eagan-Savage School District Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)

Adopted: 7/2001
Reviewed: 12/2003
Revised: 5/16/2013
Rescinds: GBHAB

Burnsville-Eagan-Savage School District Policy 415

415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

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

- E. "Financial Exploitation" means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion, or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.

- F. "Vulnerable Adult" means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services at or from a licensed facility which serves adults as set forth in Minn. Stat. § 626.5572, Subd. 21(a)(2); (3) receives services from a licensed home care provider or home care provider service; or (4) regardless of residence or type of service received possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual's ability to adequately provide the person's own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual's self from maltreatment.

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

IV. REPORTING PROCEDURES

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

V. INVESTIGATION

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

VI. DISSEMINATION OF POLICY AND TRAINING

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

VII. CONTACTS

The Human Resources Office can be contacted relative to this policy at (952) 707-2010.

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

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

Adopted: _____
Reviewed: _____
Revised: _____
Rescinds: _____

422 POLICIES INCORPORATED BY REFERENCE

PURPOSE

Certain policies as contained in this policy reference manual are applicable to employees as well as to students. In order to avoid undue duplication, the school district provides notice by this section of the application and incorporation by reference of the following policies which also apply to employees:

Model Policy 102	Equal Educational Opportunity
Model Policy 103	Complaints – Students, Employees, Parents, Other Persons
Model Policy 206	Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations
Model Policy 211	Criminal or Civil Action Against School District, School Board Member, Employee, or Student
Model Policy 305	Policy Implementation
Model Policy 505	Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees
Model Policy 507	Corporal Punishment
Model Policy 510	Student Activities
Model Policy 511	Student Fundraising
Model Policy 517	Student Recruiting
Model Policy 518	DNR-DNI Orders
Model Policy 519	Interviews of Students by Outside Agencies
Model Policy 524	Internet Acceptable Use and Safety Policy
Model Policy 525	Violence Prevention
Model Policy 610	Field Trips
Model Policy 710	Extracurricular Transportation
Model Policy 711	Video Recording on School Buses
Model Policy 712	Video Surveillance Other Than on Buses
Model Policy 802	Disposition of Obsolete Equipment and Material

Employees are charged with notice that the above cited policies are also applicable to employees; however, employees are also on notice that the provisions of the various policies speak for themselves and may be applicable although not specifically listed above.

Legal References:

Cross References:

Adopted: 4/2001

Burnsville-Eagan-Savage School District Policy 423

Reviewed: _____

Revised: 4/2013

Rescinds: _____: GBEAB

423 EMPLOYEE-STUDENT RELATIONSHIPS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

4. Supplying alcohol or any illegal substance to a student, allowing a student access to such substances, or failing to take reasonable steps to prevent such access from occurring.
- F. School district employees shall, whenever possible, employ safeguards against improper relationships with students and/or claims of such improper relationships.

~~[Note:—~~ Such safeguards may include the following: avoiding altogether or minimizing physical contact, keeping doors open when talking or meeting with students one-on-one, and/or making sure that such meetings with a student take place in rooms with windows and/or others nearby.~~]~~
 - G. Excessive informal and social involvement with individual students is unprofessional, is not compatible with employee-student relationships, and is inappropriate.
 - H. School district employees will adhere to applicable standards of ethics and professional conduct in Minnesota law.

III. REPORTING AND INVESTIGATION

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

IV. SCHOOL DISTRICT ACTION

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

V. SCOPE OF LIABILITY

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

VI. CONTACTS

~~The Director of Labor Relations~~ Executive Director of Human Resources may be contacted relative to this policy at (952) 707-2010.

Legal References: Minn. Stat. § 13.43, Subd. 16 (School District or Charter School Disclosure of Violence or Inappropriate Sexual Contact)
Minn. Stat. § 122A.20, Subd 2 (Mandatory Reporting to Minnesota Board of Teaching)
Minn. Stat. § 122A.40, Subds. 5(b) and 13(b) (Mandatory immediate discharge of teachers with license revocations due to child or sex abuse convictions)
Minn. Stat. §§ 609.341-609.352 (Defining “intimate parts” and “position of authority” as well as detailing various sex offenses)
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)
Minn. Rules Part 8700.7500 (Code of Ethics for Minnesota Teachers)

Cross References: Burnsville-Eagan-Savage School District Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
Burnsville-Eagan-Savage School District Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
Burnsville-Eagan-Savage School District Policy 306 (Administrator Code of Ethics)
Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Burnsville-Eagan-Savage School District Policy 413 (Harassment and Violence)
Burnsville-Eagan-Savage School District Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
Burnsville-Eagan-Savage School District Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
Burnsville-Eagan-Savage School District Policy 421 (Gifts to Employees)
Burnsville-Eagan-Savage School District Policy 507 (Corporal Punishment)

BURNSVILLE-EAGAN-SAVAGE SCHOOL DISTRICT

Regulation 423 Employee-Student Relationships

I. PURPOSE

The purpose of this regulation is to further clarify district standards articulated in policy 423 and to establish expectations regarding implementation of the policy.

II. SCOPE

This policy and regulation applies to all district employees at all times, whether on or off duty and on or off school properties.

III. EXPECTATIONS OF EMPLOYEES REGARDING RELATIONSHIPS WITH STUDENTS

- A. At all times, students will be treated by school district employees with respect, courtesy, and consideration and in a professional manner. Every school district employee is expected to exercise good judgment and professionalism in all interpersonal relationships with students. Such relationships must be and remain on a teacher-student basis or an employee-student basis.
- B. Excessive informal and social involvement with individual students, including electronic communications, is unprofessional, inappropriate, and incompatible with professional employee-student relationships.
- C. All employees must be mindful of their inherent positions of authority and influence over students. School district employees shall, whenever possible, employ safeguards against improper relationships with students and/or claims of such improper relationships.
- Such safeguards may include the following: avoiding altogether or minimizing physical contact, keeping doors open if possible/appropriate when talking or meeting with students one-on-one, holding meetings with students in spaces with windows and/or others nearby if possible, avoiding driving with students in a personal vehicle, avoiding meeting with students at employee's place of residence, avoiding being friends with students on internet based social networks using personal accounts, etc...
- D. Other actions that violate this policy include, but are not limited to, the following:
- Dating students
 - Excessive or inappropriate contact (phone, text, email, social media, letters, etc...) that are not directly related to professional practice
 - Having any interaction/activity of a sexual nature with a student
 - Committing or attempting to induce students or others to commit an illegal act or act of immoral conduct which may be harmful to others or bring discredit to the school district
 - Supplying alcohol or any illegal substance to a student, allowing a student access to such substances, or failing to take reasonable steps to prevent such access from occurring

History: Originally Issued at GBEAB-R, Updated as R-423 on 4/13	
Updated by: Chris Lindholm, Assistant Superintendent	Date: April 2013

- E. Sexual relationships between school district employees and students are strictly forbidden and may subject the employee to termination, loss of professional license, and criminal liability.
- F. All complaints and/or concerns regarding violations of this policy will be investigated and acted upon appropriately. The school district is not required to defend and indemnify an employee for damages in school related litigation if the employee is guilty of malfeasance, willful neglect of duty, bad faith, or is acting outside the scope of the assigned position.
- G. School district employees will adhere to applicable standards of ethics and professional conduct in Minnesota law.

IV. SCHOOL DISTRICT ACTION

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

V. RESPONSIBILITIES

Superintendent – Develop and implement procedures and regulations for communicating district expectations.
Director of Labor Relations - Develop and implement procedures to ensure compliance and to investigate and address reports of non-compliance.
Principals, Directors, and employees with supervision responsibility - Develop and implement an annual process for reviewing district policy 423 and regulation 423-R with staff.

VI. EXCLUSIONS

None

VII. CONTACTS

<u>Office/Department</u>	<u>Telephone Number</u>
Director of Labor Relations	707-2010

VIII. LEGAL REFERENCES

- Minn. Stat. § 13.43, Subd. 16 (School District or Charter School Disclosure of Violence or Inappropriate Sexual Contact)
- Minn. Stat. § 122A.20, Subd 2 (Mandatory Reporting to Minnesota Board of Teaching)
- Minn. Stat. § 122A.40, Subds. 5(b) and 13(b) (Mandatory immediate discharge of teachers with license revocations due to child or sex abuse convictions)
- Minn. Stat. §§ 609.341-609.352 (Defining “intimate parts” and “position of authority” as well as detailing various sex offenses)
- Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
- Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)

Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)
Minn. Rules Part 8700.7500 (Code of Ethics for Minnesota Teachers)

Adopted: _____
Reviewed: _____
Revised: _____
Rescinds: _____

424 LICENSE STATUS

[Note: The provisions of this policy substantially reflect legal requirements.]

I. PURPOSE

The purpose of this policy is to ensure that qualified teachers are employed by the school district and to fulfill its duty to ascertain the licensure status of its teachers. A school board that employs a teacher who does not hold a valid teaching license or permit places itself at risk for a reduction in state aid. This policy does not negate a teacher's duty and responsibility to maintain a current and valid teaching license.

II. GENERAL STATEMENT OF POLICY

- A. A qualified teacher is one holding a valid license to perform the particular service for which the teacher is employed by the school district.
- B. No person shall be a qualified teacher until the school district verifies through the Minnesota education licensing system available on the Minnesota Department of Education website that the person is a qualified teacher consistent with state law.
- C. The school district has a duty to ascertain the licensure status of its teachers and ensure that the school district's teacher license files are up to date. The school district shall establish a procedure for annually reviewing its teacher license files to verify that every teacher's license is current and appropriate to the particular service for which the teacher is employed by the school district.

III. PROCEDURE

- A. The superintendent or the superintendent's designee shall establish a schedule for the annual review of teacher licenses.
- B. Where it is discovered that a teacher's license will expire within one year from the date of the annual review, the superintendent or the superintendent's designee will advise the teacher in writing of the approaching expiration and that the teacher must complete the renewal process and file the license with the superintendent prior to the expiration of the current license. However, failure to provide this notice does not relieve a teacher from his/her duty and responsibility of ensuring that his/her teaching license is valid, current and appropriate to his/her teaching assignment.

- C. If it is discovered that a teacher's license has expired, the superintendent or designee will immediately investigate the circumstances surrounding the lack of license and will take appropriate action. The teacher shall be advised that the teacher's failure to have the license reinstated will constitute gross insubordination, inefficiency and willful neglect of duty which are grounds for immediate discharge from employment.
- D. The duty and responsibility of maintaining a current and valid teaching license appropriate to the teaching assignment as required by this policy shall remain with the teacher, notwithstanding the superintendent's failure to discover a lapsed license or license that does not support the teaching assignment. A teacher's failure to comply with this policy may be grounds for the teacher's immediate discharge from employment.

Legal References: Minn. Stat. § 122A.16 (Highly Qualified Teacher Defined)
Minn. Stat. § 122A.22 (District Verification of Teacher Licenses)
Minn. Stat. § 122A.40, Subd. 13 (Employment; Contracts; Termination – Immediate Discharge)
Minn. Stat. § 127A.42 (Reduction of Aid for Violation of Law)
Vettleson v. Special Sch. Dist. No. 1, 361 N.W.2d 425 (Minn. App. 1985)
Lucio v. School Bd. of Independent Sch. Dist. No. 625, 574 N.W.2d 737 (Minn. App. 1998)
In the Matter of the Proposed Discharge of John R. Statz (Christine D. VerPloeg), June 8, 1992, *affirmed*, 1993 WL 129639 (Minn. App. 1993)

Cross References:

Adopted:
Reviewed:
Revised: 05/19/15
Rescinds:

427 WORKLOAD LIMITS FOR CERTAIN SPECIAL EDUCATION TEACHERS

[Note: School districts are required by Minnesota Rule 3525.2340, Subp. 4.B. to have a policy for determining the workload limits of special education staff who provide special education services to students who receive direct special education services 60 percent or less of the instructional day.]

I. PURPOSE

The purpose of this policy^[1] is for Burnsville-Eagan-Savage School District to establish general parameters for determining the workload limits of special education staff who provide services to children^[2] and youth with disabilities receiving direct special education services 60 percent or less of the instructional day.

II. DEFINITIONS

A. Special Education Staff; Special Education Teacher

“Special education staff” and “special education teacher” both mean a teacher employed by the school district who is licensed under the rules of the Minnesota Board of Teaching to instruct children^[3] and youth with specific disabling conditions.

B. Direct Services

"Direct services" means special education services provided by a special education teacher when the services are related to instruction, including cooperative teaching.

C. Indirect Services

"Indirect services" means special education services provided by a special education teacher which include ongoing progress reviews; cooperative planning; consultation; demonstration teaching; modification and adaptation of the environment, curriculum, materials, or equipment; and direct contact with children^[4] and youth with disabilities to monitor and observe.

D. Workload

"Workload" means a special education teacher's total number of minutes required for all due process responsibilities including direct and indirect services, evaluation and reevaluation time, management of Individual Education Program (IEP)

plan^[15], travel time, parental contact, and other services required in the IEPs.

III. GENERAL STATEMENT OF POLICY

- A. Workload limits for special^[16] Burnsville-Eagan-Savage School District 191 education teachers shall be determined by the appropriate special education administrator, in consultation with the building principal and the superintendent.
- B. In determining workload limits for special education staff, the school Burnsville-Eagan-Savage School District^[17] shall take into consideration the following factors: student contact minutes; evaluation and reevaluation time; indirect services; management of IEPs; travel time; and other services required in the IEPs of eligible students.

IV. COLLECTIVE BARGAINING AGREEMENT UNAFFECTED

This policy shall not be construed as a reopening of negotiations between the school district and the special education teachers' exclusive representative, nor shall it be construed to alter or limit in any way the managerial rights or other authority of the school district set forth in the collective bargaining agreement between the school district and the special education teachers' exclusive representative.

Legal References: Minn. R. 3525.2340, Subp. 4.B.
Minn. R. 3525.0210, Subps. 14, 27, 44, and 49 (Definitions of “direct services,” “indirect services,” “teacher” and “workload”)

Cross References: MSBA/MASA Model Policy 508 Extended School Year for Certain Students with Individualized Education Programs
MSBA/MASA Model Policy 608 Instructional Services—Special Education

Adopted: 11/2003
Reviewed: 2/2010
Revised: 9/2012
Rescinds: BDDH

Burnsville-Eagan-Savage School District Policy 206

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school board is to encourage ~~discussion-participation~~ by citizens of subjects related to the management of the school district ~~at school board meetings~~. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free discussion by all interested parties.
- B. Meetings of the school board are conducted for the primary purpose of carrying on the official business of the school district. The restrictions on public expression are designed to allow the school board to conduct this official business in an efficient way.
- C. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

III. DEFINITIONS

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

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

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

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

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

additional items of data are public: residential address and either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; provided, however, any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

IV. RIGHTS TO PRIVACY

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

- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
 - 1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
 - 2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
 - 3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

V. THE PUBLIC'S OPPORTUNITY TO BE HEARD

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

VI. PROCEDURES

A. Agenda ItemsBoard/Superintendent Listening Sessions

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

1. Board/Superintendent Listening Session

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

2. Public Hearings

Periodically, the school board is required by state law to hold public hearings to obtain public testimony or comment. A public hearing may occur as part of a regular or special meeting, or it may be the sole purpose of a special meeting.

3. Public Forums

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

~~1. Citizens who wish to have a subject discussed at a public school board meeting are encouraged to notify the superintendent's office in advance of the school board meeting. The citizen should provide his or her name, address, the name of group represented (if any), and the subject to be covered or the issue to be addressed.~~

~~2. Citizens who wish to address the school board on a particular subject should identify the subject and identify agenda item(s) to which their comments pertain.~~

~~3. The school board chair will recognize one speaker at a time, and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.~~

~~4. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a~~

~~group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.~~

- ~~5. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.~~
- ~~6. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.~~
- ~~7. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.~~
- ~~8. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.~~

~~B. Complaints~~

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

~~C. Open Forum~~

~~The school board shall normally provide a specified period of time when citizens may address the school board on any topic, subject to the limitations of this policy. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.~~

~~The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.~~

~~D. No Board Action at Same Meeting~~

~~Except as determined by the school board to be necessary or in an emergency, the school board will not take action at the same meeting on an item raised for the first time by the public.~~

VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

VIII. RESPONSIBILITIES

A. School Board Chair or Acting Chair

The chair has the primary responsibility for monitoring compliance with this policy. The board chair may rule that a speaker is out of order and may require the speaker to end his or her presentation.

B. School Board Members/Superintendent

~~If the board chair does not address violations of this policy, a~~All members of the school board will be responsible for monitoring compliance with this policy.

C. Public

Members of the public attending a meeting of the school board will be expected to follow the policies of the school board and maintain appropriate and proper decorum at all times.

IX. CONTACTS

[The Office of the Superintendent may be contacted relative to this policy at \(952\) 707-2005.](#)

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)
Minn. Stat. § 13D.05 (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)
Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)
Minn. Stat. § 122A.44 (Contracting with Teachers)
Minn. Stat. § 123B.02, Subd. 14 (Employees; Contracts for Services)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
Minn. Op. Atty. Gen. 852 (July 14, 2006)

Cross References: Burnsville-Eagan-Savage School District Policy 205 (Open Meetings and Closed Meetings)
Burnsville-Eagan-Savage School District Policy 207 (Public Hearings)
Burnsville-Eagan-Savage School District Policy 406 (Public and Private Personnel Data)
Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)
MSBA Service Manual, Chapter 13, School Law Bulletin “C” (Minnesota’s Open Meeting Law)
MSBA Service Manual, Chapter 13, School Law Bulletin “I” (School Records – Privacy – Access to Data)

Adopted: 04/23/2015
Reviewed: 04/09/2015
Revised:
Rescinds:

509 ENROLLMENT OF NONRESIDENT STUDENTS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. Eligibility. Applications for enrollment under the Enrollment Options (Open Enrollment) Law will be approved provided that acceptance of the application will not exceed the capacity of a program, excluding special education services; class; grade level; or school building as established by school board resolution and provided that:

1. space is available for the applicant under enrollment cap standards established by school board policy or other directive; and
2. in considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a number not less than the lesser of: (a) one percent of the total enrollment at each grade level in the school district; or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with Minn. Stat. § 124D.03.
3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.

B. Standards that may be used for rejection of application. In addition to the provisions of Paragraph II.A., the school district may refuse to allow a pupil who is expelled under Minn. Stat. § 121A.45 to enroll during the term of the expulsion if the student was expelled for:

1. possessing a dangerous weapon, including a weapon, device, instruments, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, with the exception of a pocket knife with a blade less than two and one-half inches in length, at school or a school function;
2. possessing or using an illegal drug at school or a school function;

3. selling or soliciting the sale of a controlled substance while at school or a school function; or
 4. committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.
- C. Standards that may not be used for rejection of application. The school district may not use the following standards in determining whether to accept or reject an application for open enrollment:
1. previous academic achievement of a student;
 2. athletic or extracurricular ability of a student;
 3. disabling conditions of a student;
 4. a student's proficiency in the English language;
 5. the student's district of residence except where the district of residence is directly included in an enrollment options strategy included in an approved achievement and integration program; or
 6. previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as set out in Section F. of this policy.
- D. Application. The student and parent or guardian must complete and submit a School District Enrollment Options Program application developed by the Minnesota Department of Education (that enrollment form follows this policy).
- E. Lotteries. If a school district has more applications than available seats at a specific grade level, it must hold an impartial lottery following the January 15 deadline to determine which students will receive seats. Siblings of currently enrolled students and applications related to an approved integration and achievement plan must receive priority in the lottery. The process for the school district lottery must be established by school board policy and posted on the school district's website. [Refer to 509R: Enrollment of Nonresident Students for the Variance/Open Enrollment process.](#)
- F. Exclusion
1. Administrator's initial determination. If a school district administrator or the administrator designee knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator or the administrator designee will transmit the application to the superintendent with a recommendation of whether exclusion

proceedings should be initiated.

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

G. Termination of Enrollment

1. The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minn. Stat. § 124D.03 or 124D.08 at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy under Minn. Ch. 260A, and the student's case has been referred to juvenile court. A "habitual truant" is a child under 16 years of age who is absent from attendance at school without lawful excuse for seven school days if the child is in elementary school or for one or more class periods on seven school days if the child is in middle school, junior high school, or high school, or a child who is 16 or 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days and who has not lawfully withdrawn from school under Minn. Stat. § 120A.22, Subd. 8.
2. The school district may also terminate the enrollment of a nonresident student over 17 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under Minn. Stat. § 120A.22, Subd. 8.
3. A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parents a written notice of the school district's belief that the student is not a resident of the school district. The notice shall include the facts upon which the belief is based and notice to the parents of their opportunity to provide documentary evidence, in person or in writing, of residency to the superintendent or the superintendent's designee. The superintendent or the superintendent's designee will make the final determination as to the residency status of the student.

- H. Notwithstanding the requirement that an application must be approved by the board of the nonresident district, a student who has been enrolled in a district,

who is identified as homeless, and whose parent or legal guardian moves to another district, or who is placed in foster care in another school district, may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required.

Legal References: Minn. Stat. § 120A.22, Subd. 3(e) (Residency Determined)
Minn. Stat. § 120A.22, Subd. 8 (Withdrawal from School)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District)
Minn. Stat. § 124D.68 (High School Graduation Incentives Program)
Minn. Ch. 260A (Truancy)
Minn. Stat. § 260C.007, Subd. 19 (Habitual Truant Defined)
Minn. Op. Atty. Gen. 169-f (Aug. 13, 1986)
Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ., Co. No. A05-361, 2005 WL 3111963 (Minn. Ct. App. 2005) (unpublished)

Cross References: Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
Burnsville-Eagan-Savage School District Policy 517 (Student Recruiting)
[Burnsville-Eagan-Savage School District Regulation 509](#)
MSBA Service Manual, Chapter 5, Various Educational Programs

Adopted: 06/11/2015
Reviewed: 06/03/2015
Revised:
Rescinds:

509R ENROLLMENT OF NONRESIDENT STUDENTS

Variance/Open Enrollment Process

All students enroll through options 1, 2 or 3 below:

Option 1: No additional applications beyond registration are required for students who live inside the elementary school attendance boundary.

Option 2: Students desiring to enroll in an elementary school outside of their attendance area will need to complete a variance application for the school they desire to attend at the enrollment center. Applicants for magnet programs may need to complete additional information to meet entrance requirements and should contact the magnet program to initiate the enrollment process.

Option 3: Students desiring to enroll in an elementary school in ISD 191 who live outside of the district will need to complete an Open Enrollment application for the school they desire to attend at the enrollment center. Applicants for magnet programs may need to complete additional information to meet entrance requirements and should contact the magnet program to initiate the enrollment process.

Students currently attending a school regardless of the option in which they enrolled do not need to re-enroll.

If there is capacity at a grade level within a school, a lottery will occur to determine admission for new students enrolling through Options 2 - 3.

Current residents of ISD 191 will have priority in the selection process via Variance request:

- A. If there are more applicants than space available, a lottery will occur on the 5th of the month to determine entrance. Applicants with siblings in the requested building will get preference.
 1. If space is available in the building, the selected family's first choice will be granted.
 2. If space is not available, the selected family informed of other school(s) that have available space.
- B. If the applicant declines the offer for entrance they may;
 1. Be placed back in the pool for a later lottery if space becomes available;
 2. Or, withdraw their variance application and apply at a later date.
- C. Lotteries for Magnet Programs will occur once all required application materials are accepted for eligibility. Not every Magnet Program requires additional eligibility

components.

If space is still available within a building after the Variance lottery the selection process for Open Enrollments will be followed:

- A. If there are more applicants than space available, a lottery will occur on the 20th of the month to determine entrance. Applicants with siblings in the requested building will get preference.
 - 1. If space is available in the building, the selected family's first choice will be granted.
 - 2. If space is not available in first school and applicant designated a second and/or third choice, the following procedure will be followed:
 - 3. If space is available in the next building desired, the selected applicant's second choice will be granted.
 - 4. If space is not available in the second building and space is available in the next building desired, the selected applicant's third choice will be granted.

- B. If there is no space in any schools of choice or the applicant declines the offers they may;
 - 1. Be placed back in the pool for a later lottery if space becomes available;
 - 2. Or, withdraw their open enrollment application and apply at a later date.

- C. Lotteries for Magnet Programs will occur once all required application materials are accepted for eligibility. Not every Magnet Program requires additional eligibility components.

Cross References: Burnsville-Eagan-Savage School District Policy 509