

# BOARD AGENDA

## INDEPENDENT SCHOOL DISTRICT 191

Burnsville High School Senior Campus  
Diamondhead Education Center  
Regular Meeting  
March 10, 2016  
6:30 PM

(6:00 PM Board Listening Session with Directors Jim Schmid and Ron Hill)

### I. Call to Order

- A. Welcome Public
- B. Pledge of Allegiance
- C. Public Recognition
  - 1. Burnsville High School Triple A Award Recipients
  - 2. Perfect PSAT Scorer at Burnsville High School

### 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. Approve Meeting Minutes 3
- 2. Approve Personnel Recommendations 7
- 3. Adopt a Resolution to Accept Donations 8
- 4. Approve Second Reading of Board Policies 609: *Religion*; 701: *Establishment and Adoption of School District Budget* (rescind DBH); 701.1: *Modification of School District Budget* (rescind DBH); 702: *Accounting* (rescind DIA); 703: *Annual Audit* (rescinds DB and DIC); 704: *Development and Maintenance of an Inventory of Fixed Assets and a Fixed Accounting System*; 705.1: *Post-Issuance Debt Compliance*; 705.2: *Other Post-Employment Employee Benefits* (OPEB) *Investments* (rescind 705R); 706: *Acceptance of Gifts*; 714: *Fund Balances* (rescind DAA); 801: *Equal Access to School Facilities*; 802: *Disposition of Obsolete Equipment and Material* (rescind DN); and 807: *Health and Safety Policy* (rescind 803) 11
- 5. Approve Change Orders #068, #069, and #071 for the 2015 Additions and Alterations to Burnsville High School 44

### III. New Business

- A. Report on Schoology Staff and Student 55  
Presenter: Rachel Gorton, District Instructional Technology Coordinator
- B. Award Bid for Harriet Bishop Roofing 73  
Presenter: Lisa Rider, Executive Director of Business Services
- C. Award Bid for DEC and BEST 76  
Presenter: Lisa Rider, Executive Director of Business Services

D. Approve 2016 Smarter People Planning, LLC and Independent School District 81  
191 Data Sharing Agreement

Presenter: Dr. Kathy Funston, Director of Strategic Partnerships and Pathways

IV. Reports

A. Student Representative

B. Superintendent

C. Board Members

V. Adjourn

School Board Minutes  
INDEPENDENT SCHOOL DISTRICT 191  
February 25, 2016

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

Call to Order

Members present: Directors Currier, Alt, Schmid, VandenBoom and Chair Luth. Directors Sweep and Hill were absent. Others in attendance were Superintendent Gothard, Student Representative Abegaz, staff and members of the public.

Attendance

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

Pledge of Allegiance

Public recognition was given to the winners of the 2<sup>nd</sup> U.S. Congressional District App Competition.

Public Recognition

Moved by Schmid, seconded by VandenBoom, to approve the agenda. Motion carried unanimously (5, 0).

Agenda

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

Consent Agenda Minutes

- Approve minutes of the February 11, 2016 regular school board meeting.
- Approve personnel recommendations for A. Abbe, L. Coddington, K. Firstbrook, J. Hinrich, C. Knutson, B. Mason, S. Olson-Wyman, M. Rocke, B. Shoeneck, D. Wadell, K. Ward, J. Maronde, G. May, E. Robb, C. Coleman, J. Cooper, J. Perry, M. Smith, R. Keeney, D. Meyers, N. Ryan, S. Sanderson, Z. Smith, H. Knight, G. Helenburg, S. Schumacher, and J. Strand.
- Adopt a resolution to approve and accept donations.
- Approve January payroll checks numbered 718351-718397, and direct deposit notices numbered 596603-599675, in the net amount of \$3,608,349.05. January and February claims to date represented by checks numbered 444352-444833, 147-150, 1014836-1015036, and 101275-101308 and wire transfers and adjustments totaling \$17,710,232.15. Accept January receipts of \$12,240,062.18 and investments for the General Fund, 2012A Alt Facilities, 2015A School Building Bonds and OPEB of \$90,648,420.17 as of January 31, 2016.
- Accept the Budget Analysis for the month ending January 31, 2016.
- Approve change orders #063, #066, #070, #072, #073, #074, #075 and #076 for the 2015 Additions and Alterations to Burnsville High School.

Human Resources

Donations  
Checks, deposits,  
receipts and  
investments

Budget Analysis  
Change Orders

Motion carried unanimously (5, 0).

Moved by VandenBoom, seconded by Schmid, to adopt the formal resolution awarding for the sale of General Obligation Alternative Facilities

General Obligation  
Alternative

Refunding Bonds, Series 2016A. Motion carried unanimously after discussion (5, 0).

Facilities

Receive a report from Dr. Kathy Funston on the Burnsville Promise.

Burnsville Promise

Moved by Schmid, seconded by Currier, that the Board of Education approve the Burnsville Promise Agreement with the Inver Hills Community College Foundation and the Burnsville-Eagan-Savage School District 191. Motion carried unanimously after discussion (5, 0).

Burnsville Promise Agreement

Moved by Alt, seconded by Currier, Pursuant Minnesota Statute, section 124D.78 Subdivision 2, that the Board reviews the American Indian Parent Advisory Group reasons for non-concurrence and set of recommendations. Also pursuant the aforementioned statute, it is recommended that the school board respond in writing within 60 days, to each recommendation made by the committee and state its reasons for not implementing the recommendations. Motion carried unanimously after discussion (5, 0).

American Indian Parent Advisory

The meeting was turned over to Vice Chair Alt.

Moved by Currier, seconded by VandenBoom, that the Board of Education approves the revisions and readopts the unchanged language in the 2015-2017 collective bargaining agreement with the Burnsville Association of Educational Assistants. Motion carried (4, 0 with Schmid, Alt, Currier and VandenBoom voting in favor and Luth abstaining).

Burnsville Association of Education

Chair Luth began chairing the meeting again.

Moved by Schmid, seconded by VandenBoom, to approve the proposed revisions and readopt the unchanged language in the 2015-2017 collective bargaining agreement with the Burnsville Food Services Association and ISD 191. Motion carried unanimously (5, 0).

Burnsville Food Services Association

Moved by Currier, seconded by Alt, to approve the proposed revisions and readopt the unchanged language in the 2015-2017 master agreement with the Operations and Maintenance Supervisors. Motion carried unanimously (5, 0).

Operations and Maintenance Supervisors

Moved by Schmid, seconded by VandenBoom, to approve the proposed revisions and readopt the unchanged language in the 2015-2017 master agreement with the Burnsville District-Wide Administrators. Motion carried unanimously (5, 0).

Burnsville District-wide Administrators

Moved by VandenBoom, seconded by Alt, to approve on a first reading basis, Board Policies 609: *Religion*; 701: *Establishment and Adoption of School District Budget* (rescind DBH); 701.1: *Modification of School District Budget* (rescind DBH); 702: *Accounting* (rescind DIA); 703: *Annual Audit* (rescinds DB and DIC); 704: *Development and Maintenance of an*

Policies

*Inventory of Fixed Assets and a Fixed Accounting System; 705.1: Post-Issuance Debt Compliance; 705.2: Other Post-Employment Employee Benefits (OPEB) Investments (rescind 705R); 706: Acceptance of Gifts; 714: Fund Balances (rescind DAA); 801: Equal Access to School Facilities; 802: Disposition of Obsolete Equipment and Material (rescind DN); and 807: Health and Safety Policy (rescind 803) and refer Policy 409: Employee Publications, Instructional Materials, Inventions and Creations (rescind GCQB) back to the Policy Review Committee. Motion carried unanimously after discussion (5, 0).*

Received reports from Director Alt on behalf of the Policy Review Committee; Dr. Currier on behalf of the Student Performance and Achievement Committee; and Director Schmid on behalf of the Technology Committee.

Moved by VandenBoom, seconded by Alt, to adjourn at 8:22 p.m. to a Closed Session as Permitted by Minnesota State Statute §13D.03 to Discuss ISD 191's Labor Negotiations Strategy. Motion carried unanimously (5, 0).

Committee Reports

Adjourn to Closed Session

March 10, 2016

Jim Schmid, clerk

Date Approved

Closed Session Minutes  
INDEPENDENT SCHOOL DISTRICT 191  
February 25, 2016

This meeting will be closed, as permitted by Minnesota State Statute §13D.03, to discuss ISD 191's labor negotiation strategy.

Preliminary

The school board closed session was called to order by Chair Luth at 8:37 p.m. at the Burnsville High School Senior Campus in the Diamondhead Education Center.

Call to Order

Directors Alt, Currier, Hill, Schmid, VandenBoom and Chair Luth were present. Director Sweep was absent.

Attendance

Others in attendance were Dr. Gothard, superintendent; S. Sovine, executive director of human resources; L. Rider, executive director of business services; C. Amoroso, assistant superintendent; and J. Kenney, executive assistant.

ISD 191's Negotiations Strategy was discussed.

Purpose

The closed session adjourned at 9:38 p.m.

/s/ Jim Schmid

March 10, 2016

Clerk

Date Approved

Adjourn

**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: March 10, 2016

RE: Recommended Personnel Changes

**Certified**

**Appointment**

Karli Long -Replacement-Long Term Substitute, Teacher, 1.0 FTE, EN, effective 2/22/16

**Retirement**

Leanne Banks -Teacher, ER, after 22 years in the District, effective 6/10/16  
Lynette Boekhoff -Psychologist, Central Cluster, after 23 years in the District, effective 6/10/16  
Mark Challgren -Teacher, MJH, after 32 years in the District, effective 6/10/16  
Mary Hatrick -Teacher, SO, after 29 years in the District, effective 6/10/16  
Pamela Hauer -Teacher, ECSE, after 28 years in the District, effective 6/10/16  
Janet Johnshoy -Occupational Therapist, West Cluster, after 14 years in the District, effective 6/10/16  
Roely Lawrence -Teacher, HB, after 28 years in the District, effective 6/10/16  
Mark Mraz -Teacher, MJH, after 34 years in the District, effective 6/10/16  
Lynn Pauly -Teacher, HV, after 27 years in the District, effective 6/10/16  
Sharon Shelerud -Teacher, MJH, after 35 years in the District, effective 6/10/16  
Terry Walters -Teacher, BHS, after 35 years in the District, effective 6/10/16  
Jane Wegleitner -Teacher, BHS, after 31 years in the District, effective 6/10/16

**Classified**

**Appointment**

Ramon Astacio Matos -Replacement Custodian Level I, 8 hrs/day, NJH, effective 3/3/16  
Joseph Lopez -Replacement Custodian Level I, 8 hrs/day, WB, effective 3/2/16

**Change in Assignment**

Winston Ruiz \*Assignment changes to EA Level IV, 7.5 hrs/day, HV, effective 3/8/16

**Resignation**

Trudy Barseness -EA Level IV, ECSE, effective 4/1/16



**Agenda II.B.3  
March 10, 2016**

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

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

**Date:** March 4, 2016

**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 March 10, 2016.

\_\_\_\_\_  
Jim Schmid  
Clerk – Board of Education

<b>Date</b>	<b>Donor</b>	<b>Recipient</b>	<b>Terms</b>	<b>Donation</b>
1/21/2016	Glendale United Methodist Church	ISD 191	BrainPower in a BackPack	\$390.00
1/21/2016	Andrea Nelson (Nelson's Apple Farm)	ISD 191	BrainPower in a BackPack	15 boxes of apples
1/26/2016	Ta Lovan	Sky Oaks Elementary	Kindergarten students in Mrs. Ritchie's class	3 sleep mats
2/18/2016	SKY OAKS PTO	Sky Oaks Elementary	Mrs. Singleton's Classroom	\$389.70
2/8/2016	Brenda Eckert	Burnsville High School	None Listed	\$94.64
2/19/2016	Target Take Charge of Education	Burnsville High School	Education	\$8,857.66
2/19/2016	Prior Lake-Savage Optimist	Harriet Bishop Elementary	HB Service Club	\$500.00
2/19/2016	Mosaic Global Sales	Harriet Bishop Elementary	To HB Service Club	\$500.00
2/17/2016	ALLINA HEALTH SYSTEM	Sioux Trail Elementary	Dollars for doers reward in Honor of J. Erickson & J. Kneeland	\$200.00
2/17/2016	TARGET	Sioux Trail Elementary	Target Take Charge of Education	\$2,591.52
2/17/2016	Target	Burnsville Alternative High School	Target Take Charge of Education	\$138.72
2/18/2016	Not Sure	Edward Neill Elementary	Wells Fargo Matching Program	\$77.00
2/18/2016	Target	Gideon Pond Elementary	Target	\$2,614.04
2/19/2016	Target	Harriet Bishop Elementary	Target Take Charge of Education	\$8,092.94
2/25/2016	Kathleen Volner	Eagle Ridge Junior High School	General	\$210.00
2/16/2016	Target Corporation	Gideon Pond Elementary	Take Charge of Education	\$2,614.04
2/26/2016	Robin L. Swanson	Hidden Valley Elementary	To be used towards school beautification/playground fund	\$70.00
2/29/2016	Wells Fargo Community Support Campaign	Joseph Nicollet Junior High School	Wells Fargo Matching Gifts Program	\$100.00
3/1/2016	Wells Fargo Matching Gift Program	Harriet Bishop Elementary	To help support our students and staff	\$150.00
3/1/2016	Kevin Ly	Harriet Bishop Elementary	To help support our students and staff	\$150.00
2/22/2016	Not sure	M.W. Savage Elementary	Wells Fargo Community Support Campaign and Educational Matching Gifts	\$100.00

3/3/2016	Daniel & Nancy Beegle	Harriet Bishop Elementary	To be used for the Strings Dept.	Engelhardt, Chello, Model 110
3/3/2016	Chason-Cedar BP	John Metcalf Junior High	Donation	\$76.85

Total monetary contributions to accept: **\$27,917.11**



**Agenda II.B.4.  
March 10, 2016**

**To:** Board of Education, Members  
**From:** Dr. Joe Gothard, Superintendent  
**Date:** March 4, 2016  
**Re:** Board Policies

**RECOMMENDATION:** Approve, on a second reading basis, Board Policies 609: *Religion*; 701: *Establishment and Adoption of School District Budget* (rescind DBH); 701.1: *Modification of School District Budget with edits* (rescind DBH); 702: *Accounting* (rescind DIA); 703: *Annual Audit* (rescinds DB and DIC); 704: *Development and Maintenance of an Inventory of Fixed Assets and a Fixed Accounting System*; 705.1 *Post-Issuance Debt Compliance*; 705.2: *Other Post-Employment Employee Benefits (OPEB) Investments* (rescind 705R); 706: *Acceptance of Gifts*; 714: *Fund Balances* (rescind DAA); 801: *Equal Access to School Facilities*; 802: *Disposition of Obsolete Equipment and Material* (rescind DN); and 807: *Health and Safety Policy* (rescind 803).

The Policy Review Committee and administration have reviewed these policies and recommend approval on a second reading basis.

The policies are attached for your review.

*Adopted: 3/10/2016*  
*Reviewed: 2/25/2016*  
*Revised:*  
*Rescinds*

## **609 RELIGION**

### **I. PURPOSE**

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

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

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

### **III. RESPONSIBILITY**

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

4. The school district will make efforts to reasonably accommodate any student who wishes to be excused from curricular activity for the purpose of a religious practice or observance of religious holidays. As with other absences, students are expected to make-up any classwork or curricular requirements missed due to the student's absence.

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

**Cross References:** Burnsville-Eagan-Savage School District Policy 801 (Equal Access to School Facilities)

*Adopted:* 2/1991, 8/1996  
*Reviewed:* 2.25/2016  
*Revised:* 1/2005, 3/10/2016  
*Rescinds:* DBH

*Burnsville-Eagan-Savage School District Policy 701*

**701 ESTABLISHMENT AND ADOPTION OF SCHOOL DISTRICT BUDGET**

**I. PURPOSE**

The purpose of this policy is to establish lines of authority and procedures for the establishment of the school district's revenue and expenditure budgets.

**II. GENERAL STATEMENT OF POLICY**

The policy of the school district is to establish its revenue and expenditure budgets in accordance with the applicable provisions of law. Budget planning is an integral part of program planning so that the annual budget will effectively express and implement school board goals and the priorities of the school district.

**III. REQUIREMENT**

- A. The superintendent or designee shall each year prepare preliminary revenue and expenditure budgets for review by the school board or its designated committee or committees. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for the school district for the next fiscal year and make such adjustments in the expenditure budget as necessary to carry out the education program within the revenues projected.
- B. The school district must maintain separate accounts to identify revenues and expenditures for each building. Expenditures shall be reported in compliance with Minn. Stat. § 123B.76.
- C. Prior to July 1 of each year, the school board shall approve and adopt its initial revenue and expenditure budgets for the next school year. The adopted expenditure budget document shall be considered the school board's expenditure authorization for that school year. No funds may be expended for any purpose in any school year prior to the adoption of the budget document which authorizes that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year.
- D. Each year, the school district shall publish its adopted revenue and expenditure budgets for the current year, the actual revenues, expenditures, and fund balances for the prior year, and the projected fund balances for the current year in the form prescribed by the Commissioner within one week of the acceptance of the final

audit by the school board, or November 30, whichever is earlier, in accordance with Minn. Stat. § 123B.10.

- E. At the public hearing on the adoption of the school district's proposed property tax levy, the school board shall review its current budget and the proposed property taxes payable in the following calendar year.

#### **IV. IMPLEMENTATION**

- A. The school board places the responsibility for administering the adopted budget with the superintendent. The superintendent may delegate duties related thereto to other school officials, but maintains the ultimate responsibility for this function.
- B. The program-oriented budgeting system will be supported by a program-oriented accounting structure organized and operated on a fund basis as provided for in Minnesota statutes through the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS).
- C. The superintendent or designee is authorized to make payments of claims or salaries authorized by the adopted or amended budget prior to school board approval.
- D. The school district shall make such reports to the Commissioner as required relating to initial allocations of revenue, reallocations of revenue, and expenditures of funds.

**Legal References:** Minn. Stat. § 123B.10 (Publication of Financial Information)  
Minn. Stat. § 123B.76 (Expenditures; Reporting)  
Minn. Stat. § 123B.77 (Accounting, Budgeting and Reporting Requirements)  
Minn. Stat. § 126C.23 (Allocation of General Education Revenue)

**Cross References:** Burnsville-Eagan-Savage School District Policy 701.1 (Modification of School District Budget)  
Burnsville-Eagan-Savage School District Policy 702 (Accounting)  
MSBA Service Manual, Chapter 7, Education Funding

*Adopted:* 2/1991  
*Reviewed:* 2/25/2016  
*Revised:* 3/10/2016  
*Rescinds:* DBH

*Burnsville-Eagan-Savage School District Policy 701.1*

**701.1 MODIFICATION OF SCHOOL DISTRICT BUDGET**

**I. PURPOSE**

The purpose of this policy is to establish procedures for the modification of the school district's adopted revenue and expenditure budgets.

**II. GENERAL STATEMENT OF POLICY**

The policy of this school district is to modify its revenue and expenditure budgets in accordance with the applicable provisions of law.

**III. REQUIREMENT**

- A. The school district's adopted expenditure budget shall be considered the school board's expenditure authorization for that school year.
- B. If revisions or modifications in the adopted expenditure budget are determined to be advisable by the administration, the superintendent shall recommend the proposed changes to the school board. The proposed changes shall be accompanied by sufficient and appropriate background information on the revenue and policy issues involved to allow the school board to make an informed decision. A school board member may also propose modifications on that board member's own motion, provided, however, the school board member is encouraged to review the proposed modifications with the superintendent prior to their being proposed so that the administration may prepare necessary background materials for the school board prior to its consideration of those proposed modifications.
- C. If sufficient funds are not included in the expenditure budget in a particular fund to allow the proposed expenditure, funds for this purpose may not be expended from that fund prior to the adoption of an expenditure budget amendment by the school board to authorize that expenditure for that school year. An amended expenditure shall not exceed the projected revenues available for that purpose in that fund. Unbudgeted expenditures, in clear alignment with the school district mission, may be made for which revenue is collected for a particular purpose and for which neither revenue nor expenditures were budgeted. Example of such includes; PTO donations, Insurance proceeds, miscellaneous grants, etc.
- D. The school district's revenue budget shall be amended from time to time during a fiscal year to reflect updated or revised revenue estimates. The superintendent

shall make recommendations to the school board for appropriate revisions. If necessary, the school board shall also make necessary revisions in the expenditure budget if it appears that expenditures would otherwise exceed revenues and fund balances in a fund.

***Legal References:*** Minn. Stat. § 123B.77 (Accounting, Budgeting, and Reporting Requirement)

***Cross References:*** Burnsville-Eagan-Savage School District Policy 701 (Establishment and Adoption of School District Budget)  
MSBA Service Manual, Chapter 7, Education Funding

*Adopted:* 2/1991  
*Reviewed:* 2/25/2016  
*Revised:* 1/2005, 3/16/2016  
*Rescinds:* DIA

*Burnsville-Eagan-Savage School District Policy 702*

**702 ACCOUNTING**

**I. PURPOSE**

The purpose of this policy is to adopt the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts provided for in guidelines adopted by the Minnesota Department of Education.

**II. GENERAL STATEMENT OF POLICY**

The policy of this school district is to comply with the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts.

**III. MAINTENANCE OF BOOKS AND ACCOUNTS**

The school district shall maintain its books and records and do its accounting in compliance with the Uniform Accounting and Reporting Standards for Minnesota School Districts (UFARS) provided for in the guidelines adopted by the Minnesota Department of Education and in compliance with applicable state laws and rules relating to reporting of revenues and expenditures.

**IV. PERMANENT FUND TRANSFERS**

Unless otherwise authorized pursuant to Minn. Stat. § 123B.80, as amended, or any other law, fund transfers shall be made in compliance with UFARS and permanent fund transfers shall only be made in compliance with Minn. Stat. §123B.79, as amended, or other applicable statute.

**V. REPORTING**

The school board shall provide for an annual audit of the books and records of the school district to assure compliance of its records with UFARS. Each year, the school district shall also provide for the publication of the financial information specified in Minn. Stat. §123B.10 in the manner specified therein.

***Legal References:*** Minn. Stat. § 123B.02 (School District Powers)  
Minn. Stat. § 123B.09 (School Board Powers)  
Minn. Stat. § 123B.10 (Publication of Financial Information)  
Minn. Stat. § 123B.14, Subd. 7 (Duties of School Board Clerk)  
Minn. Stat. § 123B.75 (Revenue)

Minn. Stat. § 123B.76 (Expenditures)  
Minn. Stat. § 123B.77 (Accounting, Budgeting and Reporting Requirements)  
Minn. Stat. § 123B.78 (Cash Flow, Revenues, Borrowing, Deficits)  
Minn. Stat. § 123B.79 (Permanent Fund Transfers)  
Minn. Stat. § 123B.80 (Exceptions for Permanent Fund Transfers)

***Cross References:*** Burnsville-Eagan-Savage School District Policy 703 (Annual Audit)  
MSBA Service Manual, Chapter 7, Education Funding

*Adopted: 1/2005*  
*Reviewed: 2/25/2016*  
*Revised: 1/2007, 3/10/2016*  
*Rescinds: DB, DIC*

*Burnsville-Eagan-Savage School District Policy 703*

**703 ANNUAL AUDIT**

**I. PURPOSE**

The purpose of this policy is to provide for an annual audit of the books and records of the school district in order to comply with law, to provide a permanent record of the financial position of the school district, and to provide guidance to the school district to correct any errors and discrepancies in its practices.

**II. GENERAL STATEMENT OF POLICY**

The policy of this school district is to comply with all laws relating to the annual audit of the books and records of the school district.

**III. REQUIREMENT**

- A. The school board shall appoint independent certified public accountants to audit, examine, and report upon the books and records of the school district. The school board may enter into a contract with a person or firm to provide the agreed upon services.
- B. After the close of each fiscal year, the books, records, and accounts of the school district shall be audited by said independent certified public accountants in accordance with applicable standards and legal requirements. The superintendent and members of the administration shall cooperate with the auditors.
- C. The school district shall, prior to September 15 of each year, submit unaudited financial data for the preceding year to the Commissioner of Education (Commissioner) on forms prescribed by the Commissioner. The report shall also include those items required by Minn. Stat. § 123B.14, Subd. 7.
- D. The school district shall, prior to November 30 of each year, provide to the Commissioner audited financial data for the preceding fiscal year. The school district shall, prior to December 31 of each year, provide to the Commissioner and the State Auditor an audited financial statement in a form that will allow comparison with and correction of material differences in the unaudited data. The audited financial statement must also provide a statement of assurance pertaining to compliance with uniform financial accounting and reporting standards and a copy of the management letter submitted to the school district by its auditor.
- E. The audit must be conducted in compliance with generally accepted governmental

auditing standards, the Federal Single Audit Act and the Minnesota Legal Compliance Guide issued by the Office of the State Auditor.

- F. The school board must approve the audit report or require a further or amended report.
- G. The administration shall report to the school board regarding any actions necessary to correct any deficiencies or exceptions noted in the audit.
- H. The accounts and records of the school district shall also be subject to audit and inspection by the State Auditor to the extent provided in Minn. Stat. Ch. 6.

**Legal References:** Minn. Stat. Ch. 6 (State Auditor)  
Minn. Stat. § 123B.02 (School District Powers)  
Minn. Stat. § 123B.09 (School Board Powers)  
Minn. Stat. § 123B.14, Subd. 7 (Duties of School Board Clerk)  
Minn.Stat. § 123B.77, Subds. 2 and 3 (Audited Financial Statements;  
Statement for Comparison and Correction)

**Cross References:** Burnsville-Eagan-Savage School District Policy 702 (Accounting)  
MSBA Service Manual, Chapter 7, Education Funding

*Adopted:* 3/10/2016  
*Reviewed:* 2/25/2016  
*Revised:*  
*Rescinds:*

*Burnsville-Eagan-Savage School District Policy 704*

## **704 DEVELOPMENT AND MAINTENANCE OF AN INVENTORY OF FIXED ASSETS AND A FIXED ASSET ACCOUNTING SYSTEM**

### **I. PURPOSE**

The purpose of this policy is to provide for the development and maintenance of an inventory of the fixed assets of the school district and the establishment and maintenance of a fixed asset accounting system.

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

The policy of the school district is that a fixed asset accounting system and an inventory of fixed assets be developed and maintained.

### **III. DEVELOPMENT OF INVENTORY AND ACCOUNTING SYSTEM**

The superintendent or designee be responsible for the development and maintenance of an inventory of the fixed assets of the school district and for the establishment and maintenance of a formal fixed asset accounting system. The accounting system shall be operated in compliance with the applicable provisions of the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS). Capital assets are defined as those with an initial, individual cost of \$5,000 or more, which benefit more than one fiscal year. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

### **IV. REPORT**

The administration shall annually update the property records of the school district and provide an inventory of the fixed assets of the school district as part of the annual audit.

***Legal References:*** Minn. Stat. § 123B.02 (School District Powers)  
Minn. Stat. § 123B.09 (School Board Powers)  
Minn. Stat. § 123B.51 (Schoolhouse and Sites; Access for Noncurricular Purposes)

***Cross References:*** Burnsville-Eagan-Savage School District Policy 702 (Accounting)  
MSBA Service Manual, Chapter 7, Education Funding

*Adopted: 3/14/2013*  
*Reviewed 2/25/2016*  
*Revised: 3/10/2016*  
*Rescinds:*

## **705.1 POST-ISSUANCE DEBT COMPLIANCE**

### **I. PURPOSE**

The Internal Revenue Service (IRS) is responsible for enforcing compliance with the Internal Revenue Code (Code) and certain regulations promulgated thereunder (Treasury Regulations), such as regulations of tax-exempt obligations, Build America Bonds, Recovery Zone Development Bonds, and various “Tax Credit” Bonds. The IRS encourages issuers and beneficiaries of these obligations to adopt and implement a post-issuance debt compliance policy and procedures to safeguard against post-issuance violations.

### **II. POLICY OBJECTIVE**

The school district desires to monitor its post-issuance debt compliance obligations to ensure compliance with the Code and Treasury Regulations. To help ensure compliance, the school district has developed this policy, which shall apply to the obligations mentioned above, including bonds, notes, loans, lease purchase contracts, lines of credit, commercial paper, or any other form of debt that is subject to compliance.

### **III. RESPONSIBILITIES**

- A. The Executive Director of Business Services is designated as the school district’s agent responsible for post-issuance compliance with these obligations.
- B. The Executive Director of Business Services shall assemble all relevant documentation, records, and activities required to ensure post-issuance debt compliance as further detailed in corresponding procedures (the Post-Issuance Debt Compliance Procedures). At a minimum, the Post-Issuance Debt Compliance Procedures for each qualifying obligation will address the following:
  - 1. General post-issuance compliance;
  - 2. Proper and timely use of obligation proceeds and obligation-financed property;
  - 3. Arbitrage yield restriction and rebate;
  - 4. Timely filings and other general requirements;

5. Additional undertakings or activities that support points 1 through 4 above;
  6. Maintenance of proper records related to the obligations and the investment of proceeds of obligations;
  7. Any other requirements that become necessary in the future.
- C. The Executive Director of Business Services shall apply the Post-Issuance Debt Compliance Procedures to each qualifying obligation and maintain a record of the results. Further, the Executive Director of Business Services will ensure that the Post-Issuance Debt Compliance Policy and Procedures are updated on a regular and as needed basis.
- D. The Executive Director of Business Services, or any other individuals responsible for assisting the Executive Director of Business Services in maintaining records needed to ensure post-issuance debt compliance, are authorized to expend funds as needed to attend training or secure use of other educational resources for ensuring compliance such as consulting, publications, and compliance assistance.
- E. Most of the provisions of this Post-Issuance Debt Compliance Policy are not applicable to taxable governmental obligations unless a reasonable possibility exists that the school district may refund their taxable governmental obligation, in whole or in part, with the proceeds of a tax-exempt governmental obligation. If this refunding possibility exists, then the Executive Director of Business Services shall treat the taxable governmental obligation as if such issue were an issue of tax-exempt governmental obligations and comply with the requirements of this Post-Issuance Debt Compliance Policy.

#### **IV. PRIVATE ACTIVITY BONDS**

- A. The school district may issue tax-exempt obligations that are “private activity” bonds because either (1) the bonds finance a facility that is owned by the school district but used by one or more qualified 501(c)(3) organizations, or (2) the bonds are so-called “conduit bonds,” where the proceeds are loaned to a qualified 501(c)(3) organization or another private entity that finances activities eligible for tax-exempt financing under federal law (such as certain manufacturing projects and certain affordable housing projects). Prior to the issuance of either of these types of bonds, the Executive Director of Business Services shall take steps necessary to ensure that such obligations will remain in compliance with the requirements of this Post-Issuance Debt Compliance Policy.
- B. In a case where compliance activities are reasonably within the control of a private party (i.e., a 501(c)(3) organization or conduit borrower), the Executive Director of Business Services may determine that all or some portion of compliance responsibilities described in this Post-Issuance Debt Compliance

Policy shall be assigned to the relevant party. In the case of conduit bonds, the conduit borrower will be assigned all compliance responsibilities other than those required to be undertaken by the District under federal law. In a case where the Executive Director of Business Services is concerned about the compliance ability of a private party, the Executive Director of Business Services may require that a trustee be retained to assist with record keeping for the obligation and/or that the trustee or such third party be responsible for all or some portion of the compliance responsibilities.

- C. The Executive Director of Business Services is additionally authorized to seek the advice, as necessary, of bond counsel and/or its financial advisor to ensure the District is in compliance with this Post-Issuance Debt Compliance Policy.

***Legal References:*** Internal Revenue Code – Post-Issuance Debt Compliance  
Internal Revenue Service Form 8038-G

*Adopted:* 1/2005 *Burnsville-Eagan-Savage School District Policy 705.2*  
*Reviewed:* 2/25/2016  
*Revised:* 7/2009, 8/2014, 3/10/2016  
*Rescinds:* DFA, 705R

**705.2 OTHER POST-EMPLOYMENT EMPLOYEE BENEFITS (OPEB) INVESTMENTS**

- I. OPEB trust assets should be invested within the framework of a long-term investment horizon.
- II. OPEB trust assets will take risks consistent with longer term asset classes with a goal of maintaining purchasing power relative to inflation and providing sufficient asset value and cash flow to fund OPEB liabilities.
- III. OPEB assets will be invested in compliance with Minn. Stat. §§ 356A.06 and 118A.04.
- IV. Within Minn. Stat. § 356A.06, the maximum percentage of dollars in funds invested shall not exceed 31% of the OPEB Trust portfolio. In order to adjust for market fluctuations, the Executive Director of Business Services is responsible for rebalancing the mix of the portfolio semi-annually so the equity portion does not exceed 31% of the OPEB Trust portfolio. The maximum percentage can only be changed after consultation and approval from the Superintendent and School Board.

***Legal References:*** Minn. Stat. § 118A.01 (Public Funds; Depositories and Investments)  
Minn. Stat. § 118A.02 (Authorization for Deposit and Investment)  
Minn. Stat. § 118A.03 (Depositories and Collateral)  
Minn. Stat. § 118A.04 (Investments)  
Minn. Stat. § 118A.05 (Contracts and Agreements)  
Minn. Stat. § 118A.06 (Delivery and Safekeeping)  
Minn. Stat. § 356A.06, Subd. 7 (Authorized Investment Securities)  
Minn. Stat. § 471.38 (Claims)  
Minn. Stat. § 471.6175 (Trust for Postemployment Benefits)

***Cross References:*** Burnsville-Eagan-Savage School District Policy 703 (Annual Audit)  
Burnsville-Eagan-Savage School District Policy 705 (Investments)  
MSBA Service Manual, Chapter 7, Education Funding  
Minnesota Legal Compliance Audit Guide Prepared by the Office of the State Auditor

*Adopted:* 11/1983  
*Reviewed:* 12/5/2013, 2/25/2016  
*Revised:* 3/10/2016  
*Rescinds:* KH

*Burnsville-Eagan-Savage School District Policy 706*

**706 ACCEPTANCE OF GIFTS**

**I. PURPOSE**

The purpose of this policy is to provide guidelines for the acceptance of gifts by the school board.

**II. GENERAL STATEMENT OF POLICY**

The policy of this school district is to accept gifts only in compliance with state law.

**III. ACCEPTANCE OF GIFTS GENERALLY**

The school board may receive, for the benefit of the school district, bequests, donations or gifts for any proper purpose. The school board shall have the sole authority to determine whether any gift or any precondition, condition, or limitation on use included in a proposed gift furthers the interests of or benefits the school district and whether it should be accepted or rejected.

**IV. GIFTS OF REAL OR PERSONAL PROPERTY**

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. The resolution must fully describe any conditions placed on the gift. The real or personal property so accepted may not be used for religious or sectarian purposes.

**V. ADMINISTRATION IN ACCORDANCE WITH TERMS**

If the school board agrees to accept a bequest, donation, gift, grant or devise which contains preconditions, conditions or limitations on use, the school board shall administer it in accordance with those terms. Once accepted, a gift shall be the property of the school district unless otherwise provided in the agreed upon terms.

***Legal References:*** Minn. Stat. § 123B.02, Subd. 6 (Bequests, Donations, Gifts)  
Minn. Stat. § 465.03 (Gifts)

***Cross References:***

*Adopted:* 5/2001  
*Reviewed:* 2/25/2016  
*Revised:* 1/2005, 5/2011, 3/10/2016  
*Rescinds:* DAA

*Burnsville-Eagan-Savage School District Policy 714*

## **714 FUND BALANCES**

### **I. PURPOSE**

The purpose of this policy is to create new fund balance classifications to allow for more useful fund balance reporting and for compliance with the reporting guidelines specified in Statement No. 54 of the Governmental Accounting Standards Board (GASB).

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

The policy of this school district is to comply with GASB Statement No. 54. To the extent a specific conflict occurs between this policy and the provisions of GASB Statement No. 54, the GASB Statement shall prevail.

### **III. DEFINITIONS**

- A. “Assigned” fund balance amounts are comprised of unrestricted funds constrained by the school district’s intent that they be used for specific purposes, but that do not meet the criteria to be classified as restricted or committed. In funds other than the general fund, the assigned fund balance represents the remaining amount that is not restricted or committed. The assigned fund balance category will cover the portion of a fund balance that reflects the school district’s intended use of those resources. The action to assign a fund balance may be taken after the end of the fiscal year. An assigned fund balance cannot be a negative number.
- B. “Committed” fund balance amounts are comprised of unrestricted funds used for specific purposes pursuant to constraints imposed by formal action of the school board and that remain binding unless removed by the school board by subsequent formal action. The formal action to commit a fund balance must occur prior to fiscal year end; however, the specific amounts actually committed can be determined in the subsequent fiscal year. A committed fund balance cannot be a negative number.
- C. “Enabling legislation” means legislation that authorizes a school district to assess, levy, charge, or otherwise mandate payment of resources from external providers and includes a legally enforceable requirement that those resources be used only for the specific purposes listed in the legislation.

- D. “Fund balance” means the arithmetic difference between the assets and liabilities reported in a school district fund.
- E. “Nonspendable” fund balance amounts are comprised of funds that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact. They include items that are inherently unspendable, such as, but not limited to, inventories, prepaid items, long-term receivables, non-financial assets held for resale, or the permanent principal of endowment funds.
- F. “Restricted” fund balance amounts are comprised of funds that have legally enforceable constraints placed on their use that either are externally imposed by resource providers or creditors (such as through debt covenants), grantors, contributors, voters, or laws or regulations of other governments, or are imposed by law through constitutional provisions or enabling legislation.
- G. “Unassigned” fund balance amounts are the residual amounts in the general fund not reported in any other classification. Unassigned amounts in the general fund are technically available for expenditure for any purpose. The general fund is the only fund that can report a positive unassigned fund balance. Other funds would report a negative unassigned fund balance should the total of nonspendable, restricted, and committed fund balances exceed the total net resources of that fund.
- H. “Unrestricted” fund balance is the amount of fund balance left after determining both nonspendable and restricted net resources. This amount can be determined by adding the committed, assigned, and unassigned fund balances.

#### **IV. CLASSIFICATION OF FUND BALANCES**

The school district shall classify its fund balances in its various funds in one or more of the following five classifications: nonspendable, restricted, committed, assigned, and unassigned.

#### **V. MINIMUM FUND BALANCE**

Unassigned balances in the District’s Operating Funds are necessary to:

- A. Maintain a positive cash position at all times.
- B. Provide for reasonable and expected budget variances.
- C. Anticipate appropriation deficiencies.
- D. Retain credit worthiness as determined by bond rating agencies.
- E. Provide for unexpected or emergency expenditures.

The school district will strive to maintain a minimum unassigned general fund balance of 8 percent of the general fund expenditures. Amounts in excess of that goal may be

committed to future years' expenditures upon determination that the accumulation of reserves are not needed for other reasons. If the school board determines that the fund balance goal cannot be met, the policy requirements may be waived upon majority vote when the budget is formally adopted or revised. When conditions permit, subsequent budgets shall reflect an effort to restore the unassigned general fund balance to the desired level.

#### **VI. ORDER OF RESOURCE USE**

If resources from more than one fund balance classification could be spent, the school district will strive to spend resources from fund balance classifications in the following order (first to last): restricted, committed, assigned, and unassigned.

#### **VII. COMMITTING FUND BALANCE**

A majority vote of the school board is required to commit a fund balance to a specific purpose and subsequently to remove or change any constraint so adopted by the board.

#### **VIII. ASSIGNING FUND BALANCE**

The school board, by majority vote, may assign fund balances to be used for specific purposes when appropriate. An appropriation of an existing fund balance to eliminate a projected budgetary deficit in the subsequent year's budget in an amount no greater than the projected excess of expected expenditures over expected revenues satisfies the criteria to be classified as an assignment of fund balance.

#### **IX. REVIEW**

The school board will review the sufficiency of the minimum unassigned general fund balance level at least annually, when the budget is formally adopted or revised.

**Legal References:** Statement No. 54 of the Governmental Accounting Standards Board

**Cross References:** MSBA Service Manual, Chapter 7, Education Funding

*Adopted:* 3/10/2016  
*Reviewed:* 2/25/2016  
*Revised:*  
*Rescinds:*

## **801 EQUAL ACCESS TO SCHOOL FACILITIES**

### **I. PURPOSE**

The purpose of this policy is to implement the Equal Access Act by granting equal access to secondary school facilities for students who wish to conduct a meeting for religious, political, or philosophical purposes during noninstructional time.

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

- A. The policy of the school district is not to deny equal access or a fair opportunity to, or to discriminate against, any students who wish to conduct a meeting, on the basis of the religious, political, philosophical, or other content of the speech at such meetings.
- B. The school board has created a limited open forum for students enrolled in secondary schools during which noncurriculum-related student groups shall have equal access and a fair opportunity to conduct meetings during noninstructional time.
- C. Student use of facilities under this policy does not imply school district sponsorship, approval, or advocacy of the content of the expression at such meetings.
- D. The school district retains its authority to maintain order and discipline on school premises, to protect the well-being of students and faculty, and to assure that attendance of students at meetings is voluntary.
- E. In adopting and implementing this equal access policy, the school district will NOT:
  - 1. influence the form or content of any prayer or other religious activity;
  - 2. require any person to participate in prayer or other religious activity;
  - 3. expend public funds beyond the incidental cost of providing the space for student-initiated meetings;
  - 4. compel any school agent or employee to attend a school meeting if the content of the speech at the meeting is contrary to the beliefs of the agent or employee;

5. sanction meetings that are otherwise unlawful;
6. limit the rights of groups of students based on the size of the group;
7. abridge the constitutional rights of any person.

### **III. DEFINITIONS**

- A. “Limited open forum” means that the school grants an offering to or opportunity for one or more noncurriculum related student groups to meet on school premises during noninstructional time.
- B. “Secondary school” means any school with enrollment of pupils ordinarily in grades 6 through 12 or any portion thereof.
- C. “Sponsorship” includes the act of promoting, leading, or participating in a meeting. The assignment of a school employee for custodial, observation, or maintenance of order and discipline purposes does not constitute sponsorship of the meeting.
- D. “Meeting” includes activities of student groups which are permitted under a limited open forum and are not directly related to the school curriculum. Distribution of literature does not constitute a meeting protected by the Equal Access Act.
- E. “Noninstructional time” means time set aside by the school before actual classroom instruction begins or after actual classroom instruction ends, including such other periods that occur during the school day when no classroom instruction takes place.

### **IV. FAIR OPPORTUNITY CRITERIA**

Schools in this school district shall uniformly provide that:

- A. A meeting held pursuant to this policy is voluntary and student-initiated;
- B. There is no sponsorship of the meeting by the school or its agents or employees;
- C. Employees or agents of the school are present at religious meetings only in a nonparticipatory capacity;
- D. The meeting does not materially and substantially interfere with the orderly conduct of educational activities within the school; and
- E. Nonschool persons may not direct, control, or regularly attend activities of student groups.

## V. PROCEDURES

- A. Any student who wishes to initiate a meeting under this policy shall apply to the principal of the building at least 48 hours in advance of the time of the activity or meeting. The student must agree to the following:
1. All activities or meetings must comply with existing policies, regulations, and procedures that govern operation of school-sponsored activities.
  2. The activities or meetings are voluntary and student-initiated. The principal may require assurances of this fact.
- B. Student groups meeting under this policy must comply with the following rules:
1. Those attending must not engage in any activity that is illegal, dangerous, or which materially and substantially interferes with the orderly conduct of the educational activities of the school. Such activities shall be grounds for discipline of an individual student and grounds for a particular group to be denied access.
  2. The groups may not use the school name, school mascot name, school emblems, the school district name, or any name that might imply school or district sponsorship or affiliation in any activity, including fundraising and community involvement.
  3. The groups must comply with school policies, regulations and procedures governing school-sponsored activities.
- C. Students applying for use of school facilities under this policy must provide the following information to the principal: time and date of meeting, estimated number of students in attendance, and special equipment needs.
- D. The building principal has responsibility to:
1. Keep a log of application information.
  2. Find and assign a suitable room for the meeting or activity. The number of students in attendance will be limited to the safe capacity of the meeting space.
  3. Note the condition of the facilities and equipment before and after use.
  4. Assure proper supervision. Assignment of staff to be present in a supervisory capacity does not constitute school district sponsorship of the meeting or activity.
  5. Assure that the meeting or activity does not interfere with the school's regular instructional activities.

- 6. Add the meeting to the district facility calendar.
- E. The school district shall not expend public funds for the benefit of students meeting pursuant to this policy beyond the incidental cost of providing space. The school district will provide no additional or special transportation.
- F. Nonschool persons may not direct, conduct, control, or regularly attend meetings and activities held pursuant to this policy.
- G. School district employees or agents may not promote, lead, participate in, or otherwise sponsor meetings or activities held pursuant to this policy.
- H. A copy of this policy and procedures shall be made available to each student who initiates a request to use school facilities.

**Legal References:** 20 U.S.C. §§ 4071-74 (Equal Access Act)  
 20 U.S.C. § 7905 (Boy Scouts of America Equal Access Act)  
*Board of Educ. of Westside Community Schools v. Mergens*, 496 U.S. 226, 1105 S.Ct. 2356 (1990)  
*Good News Club v. Milford Central School*, 533 U.S. 98, 1215 S.Ct. 2093 (2001)  
*Child Evangelism Fellowship of Minnesota v. Special Sch. Dist. 1*, 690 F.3d 996 (8<sup>th</sup> Cir. 2012)  
*Child Evangelism Fellowship of Minnesota v. Elk River Area School Dist.* 728, 599 F.Supp. 2d 1136 (D. Minn. 2009)

**Cross References:** Burnsville-Eagan-Savage School District Policy 902 (Use of School District Facilities and Equipment)  
 MSBA Service Manual, Chapter 13, School Law Bulletin “O” (Equal Access Act)

**Independent School District No. 191  
Application for Use of Facilities Form  
Equal Access Act Meeting**

Statement of Policy

The policy of this school district is to grant equal access to school facilities for students who wish to conduct a meeting for religious, political, or philosophical discussion during noninstructional time, pursuant to the Equal Access Act.

Provision of school facilities does not constitute school district sponsorship of such meeting, and the views expressed therein may or may not reflect those of the school administration, staff, or board of education and are neither approved nor disapproved by them.

Name of student initiating request: \_\_\_\_\_  
School: \_\_\_\_\_  
Grade: \_\_\_\_\_  
Home Room: \_\_\_\_\_  
Date of Meeting: \_\_\_\_\_  
Time: \_\_\_\_\_  
Estimated number to attend : \_\_\_\_\_  
Special Equipment needs: \_\_\_\_\_

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*(School District Use Only)*

Room assigned: \_\_\_\_\_  
Condition of Facilities: \_\_\_\_\_  
Staff (if any) assigned to supervise: \_\_\_\_\_  
Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Adopted: 4/1991  
Reviewed: 2/25/2016  
Revised: 1/2005, 3/10/2016  
Rescinds: DN

*Burnsville-Eagan-Savage School District Policy 802*

## **802 DISPOSITION OF OBSOLETE EQUIPMENT AND MATERIAL**

### **I. PURPOSE**

The purpose of this policy is to provide guidelines for the superintendent or designee to assist in timely disposition of obsolete equipment and material.

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

Effective use of school building space, and consideration for safety of personnel, will at times require disposal of obsolete equipment and material.

### **III. DEFINITIONS**

- A. “Contract” means an agreement entered into by the school district for the sale of supplies, materials, or equipment.
- B. “Official newspaper” is a regular issue of a qualified legal newspaper.

### **IV. MANNER OF DISPOSITION**

#### **A. Authorization**

The superintendent shall be authorized to dispose of obsolete equipment and materials by selling it at a fair price consistent with the procedures outlined in this policy. Any sale exceeding the minimum amount for which bids are required must first be specifically authorized by the school board. The superintendent or designee shall be authorized to properly dispose of used books, materials, and equipment deemed to have little or no value.

#### **B. Contracts Over \$100,000**

1. If the value of the equipment or materials is estimated to exceed \$100,000, sealed bids shall be solicited by two weeks’ published notice in the official newspaper. This notice shall state the time and place of receiving bids and contain a brief description of the subject matter. Additional publication in the official newspaper or elsewhere may be made as the school board shall deem necessary.
2. The sale shall be awarded to the highest responsible bidder, be duly executed in writing, and be otherwise conditioned as required by law.

3. A record shall be kept of all bids, with names of bidders and amounts of bids, and an indication of the successful bid. A bid containing an alteration or erasure of any price contained in the bid which is used in determining the highest responsible bid shall be rejected unless the alteration or erasure is corrected by being crossed out and the correction printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid.
4. In the case of identical high bids from two or more bidders, the school board may, at its discretion, utilize negotiated procurement methods with the tied high bidders so long as the price paid does not go below the high tied bid price. In the case where only a single bid is received, the school board may, at its discretion, negotiate a mutually agreeable contract with the bidder so long as the price paid does not fall below the original bid. If no satisfactory bid is received, the board may readvertise.
5. All bids obtained shall be kept on file for a period of at least one year after their receipt. Every contract made without compliance with the foregoing provisions shall be void.
6. Data submitted by a business to a school in response to a request for bids are private until opened. Once opened, the name of the bidder and the dollar amount specified become public; all other data are private until completion of the selection process, meaning the school has completed its evaluation and ranked the responses. After completion of the selection process, all data submitted by all bidders are public except trade secret data. If all responses are rejected prior to completion of the selection process, all data remain private, except the name of the bidder and the dollar amount specified which were made public at the bid opening for one year from the proposed opening date or until resolicitation results in completion of the selection process or until a determination is made to abandon the purchase, whichever occurs sooner, at which point the remaining data becomes public. Data created or maintained by the school district as part of the selection or evaluation process are protected as nonpublic data until completion of the selection or evaluation process. At that time, the data are public with the exception of trade secret data.

C. Contracts From \$25,000 to \$100,000

If the amount of the sale is estimated to exceed \$25,000 but not to exceed \$100,000, the contract may be made either upon sealed bids in the manner directed above or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding notice. All quotations obtained shall be kept on file for a period of at least one year after receipt.

D. Contracts \$25,000 or Less

If the amount of the sale is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the school board. The sale in the open market may be by auction. If the contract is made on quotation, it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after receipt.

E. Electronic Sale of Surplus Supplies, Materials, and Equipment

Notwithstanding the other procedural requirements of this policy, the school district may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused through an electronic selling process in which purchasers compete to purchase the supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

F. Notice of Quotation

Notice of procedures to receive quotations shall be given by publication or other means as appropriate to provide reasonable notice to the public.

G. Sales to Employees

No officer or employee of the school district shall sell or procure for sale or possess or control for sale to any other officer or employee of the school district any property or materials owned by the school district unless the property and materials are not needed for public purposes and are sold to a school district employee after reasonable public notice, at a public auction or by sealed response, if the employee is not directly involved in the auction or sale process. Reasonable notice shall include at least one week's published or posted notice. A school district employee may purchase no more than one motor vehicle from the school district at any one auction. This section shall not apply to the sale of property or materials acquired or produced by the school district for sale to the general public in the ordinary course of business. Nothing in this section shall prohibit an employee of the school district from selling or possessing for sale public property if the sale or possession for sale is in the ordinary course of business or the normal course of the employee's duties.

H. Exceptions for Surplus School Computers

A school district may bypass the requirements for competitive bidding and is not subject to any other laws relating to school district contracts if it is disposing of surplus school computer and related equipment by conveying the property and title to:

1. another school district;
2. the state department of corrections;

3. the board of trustees of Minnesota State Colleges and Universities; or
4. the family of a student residing in the district whose total family income meets the federal definition of poverty.

***Legal References:*** Minn. Stat. § 13.591 (Business Data)  
Minn. Stat. § 15.054 (Public Employees Not to Purchase Merchandise From Governmental Agencies; Exceptions; Penalty)  
Minn. Stat. § 123B.29 (Sale of School Building at Auction)  
Minn. Stat. § 123B.52 (Contracts)  
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)  
Minn. Stat. § 645.11 (Published Notice)

***Cross References:*** MSBA Service Manual, Chapter 13, School Law Bulletin “F” (School District Contract and Bidding Procedures)

*Adopted:* 7/1994  
*Reviewed:* 2/25/2016  
*Revised:* 5/16/2013, 3/10/2016  
*Rescinds:* EB &EB-R, 803

*Burnsville Eagan Savage School District Policy 807*

## **807 HEALTH AND SAFETY POLICY**

### **I. PURPOSE**

The purpose of this policy is to assist the school district in promoting health and safety, reducing injuries, and complying with federal, state, and local health and safety laws and regulations.

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

- A. The policy of the school district is to implement a health and safety program that includes plans and procedures to protect employees, students, volunteers, and members of the general public who enter school district buildings and grounds. The objective of the health and safety program will be to provide a safe and healthy learning environment; to increase safety awareness; to help prevent accidents, illnesses, and injuries; to reduce liability; to assign duties and responsibilities to school district staff to implement and maintain the health and safety program; to establish written procedures for the identification and management of hazards or potential hazards; to train school district staff on safe work practices; and to comply with all health and safety, environmental, and occupational health laws, rules, and regulations.
  
- B. All school district employees have a responsibility for maintaining a safe and healthy environment within the school district and are expected to be involved in the health and safety program to the extent practicable. For the purpose of implementing this policy, the school district may form a health and safety advisory committee to be appointed by the superintendent. The health and safety advisory committee will be composed of employees and other individuals with specific knowledge of related issues. The advisory committee will provide recommendations to the administration regarding plans and procedures to implement this policy and to establish procedures for identifying, analyzing, and controlling hazards, minimizing risks, and training school district staff on safe work practices. The committee will also recommend procedures for investigating accidents and enforcement of workplace safety rules. Each recommendation shall include estimates of annual costs of implementing and maintaining that proposed recommendation. The superintendent may request that the safety committee established under Minn. Stat. § 182.676 carry out all or part of the duties of the advisory committee or the advisory committee may consider recommendations from a separate safety committee established under Minn. Stat § 182.676.

### **III. PROCEDURES**

- A. Based upon recommendations from the health and safety advisory committee and subject to the budget adopted by the school board to implement or maintain these recommendations, the administration will adopt and implement written plans and procedures for identification and management of hazards or potential hazards existing within the school district in accordance with federal, state, and local laws, rules, and regulations. Written plans and procedures will be maintained, updated, and reviewed by the school board on an annual basis and shall be an addendum to this policy. The administration shall identify in writing a contact person to oversee compliance with each specific plan or procedure.
- B. To the extent that federal, state, and local laws, rules, and regulations do not exist for identification and management of hazards or potential hazards, the health and safety advisory committee shall evaluate other available resources and generally accepted best practice recommendations. Best practices are techniques or actions which, through experience or research, have consistently proven to lead to specific positive outcomes.
- C. The school district shall monitor and make good faith efforts to comply with any new or amended laws, rules, or regulations to control potential hazards.

#### **IV. PROGRAM AND PLANS**

- A. For the purpose of implementing this policy, the administration will, within the budgetary limitations adopted by the school board, implement a health and safety program that includes specific plan requirements in various areas as identified by the health and safety advisory committee. Areas that may be considered include, but are not limited to, the following:
  - 1. Asbestos
  - 2. Fire and Life Safety
  - 3. Employee Right to Know
  - 4. Emergency Action Planning
  - 5. Combustible and Hazardous Materials Storage
  - 6. Indoor Air Quality
  - 7. Mechanical Ventilation
  - 8. Mold Cleanup and Abatement
  - 9. Accident and Injury Reduction Program: Model AWAIR Program for Minnesota Schools
  - 10. Infectious Waste/Bloodborne Pathogens
  - 11. Community Right to Know
  - 12. Compressed Gas Safety
  - 13. Confined Space Standard
  - 14. Electrical Safety
  - 15. First Aid/CPR/AED
  - 16. Food Safety Inspection
  - 17. Forklift Safety
  - 18. Hazardous Waste

19. Hearing Conservation
20. Hoist/Lift/Elevator Safety
21. Integrated Pest Management
22. Laboratory Safety Standard/Chemical Hygiene Plan
23. Lead
24. Control of Hazardous Energy Sources (Lockout/Tagout)
25. Machine Guarding
26. Safety Committee
27. Personal Protection Equipment (PPE)
28. Playground Safety
29. Radon
30. Respiratory Protection
31. Underground and Above Ground Storage Tanks
32. Welding/Cutting/Brazing
33. Fall Protection
34. National Emission Standards for Hazardous Air Pollutants for School Generators established by the United States E.P.A.
35. Other areas determined to be appropriate by the health and safety advisory committee.

If a risk is not present in the school district, the preparation of a plan or procedure for that risk will not be necessary.

- B. The administration shall establish procedures to ensure, to the extent practicable, that all employees are properly trained and instructed in job procedures, crisis response duties, and emergency response actions where exposure or possible exposure to hazards and potential hazards may occur.
- C. The administration shall conduct or arrange safety inspections and drills. Any identified hazards, unsafe conditions, or unsafe practices will be documented and corrective action taken to the extent practicable to control that hazard, unsafe condition, or unsafe practice.
- D. Communication from employees regarding hazards, unsafe or potentially unsafe working conditions, and unsafe or potentially unsafe practices is encouraged in either written or oral form. No employee will be retaliated against for reporting hazards or unsafe or potentially unsafe working conditions or practices.
- E. The administration shall conduct periodic workplace inspections to identify potential hazards and safety concerns.
- F. In the event of an accident or a near miss, the school district shall promptly cause an accident investigation to be conducted in order to determine the cause of the incident and to take action to prevent a similar incident. All accidents and near misses must be reported to an immediate supervisor as soon as possible.

## **V. BUDGET**

The superintendent or designee shall be responsible to provide for periodic school board review and approval of the various plan requirements of the health and safety program, including current plan requirements and related written plans and procedures and recommendations for additional plan requirements proposed to be adopted. The superintendent, or such other school official as designated by the superintendent, each year shall prepare preliminary revenue and expenditure budgets for the school district's health and safety program. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for this program and make such adjustments within the expenditure budget to carry out the current program and to implement new recommendations within the revenues projected and appropriated for this purpose. No funds may be expended for the health and safety program in any school year prior to the adoption of the budget document authorizing that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year. The health and safety program shall be implemented, conducted, and administered within the fiscal restraints of the budget so adopted.

## **VI. ENFORCEMENT**

Enforcement of this policy is necessary for the goals of the school district's health and safety program to be achieved. Within applicable budget limitations, school district employees will be trained and receive periodic reviews of safety practices and procedures, focusing on areas that directly affect the employees' job duties. Employees shall participate in practice drills. Willful violations of safe work practices may result in disciplinary action in accordance with applicable school district policies.

***Legal References:*** Minn. Stat. § 123B.56 (Health, Safety, and Environmental Management)  
Minn. Stat. § 123B.57 (Capital Expenditure; Health and Safety)  
Minn. Stat. § 182.676 (Safety Committees)  
Minn. Rules Part 5208.0010 (Applicability)  
Minn. Rules Part 5208.0070 (Alternative Forms of Committee)

***Cross References:*** Burnsville Eagan Savage School District Policy 407 (Employee Right to Know - Exposure to Hazardous Substances)  
Burnsville Eagan Savage School District Policy 701 (Establishment and Adoption of School District Budget)  
Burnsville Eagan Savage School District Policy 806 (Crisis Management Policy)



**Agenda II.B.5.  
March 10, 2016**

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

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

**Date: March 10, 2016**

**Re: Change Order #068, #069, and #071 for the 2015 Additions and Alterations to Burnsville High School**

RECOMMENDATION: That the Board of Education approve change orders #068, #069, and #071 for the 2015 Additions and Alterations to Burnsville High School.

On May 28, 2015 the school board awarded contracts for bid package #1, on June 25, 2015 the school board awarded one contract for bid package #2, on August 13, 2015 the school board awarded contracts for bid package #3 and on October 22, November 5, November 19 and December 17, 2015 school board awarded contracts for bid package #4 for the 2015 Additions and Alterations to the Burnsville High School.

Change order #068 for contract #0980M (Haldeman-Homme, Inc.) is a deduction in the amount of \$39,017.00. The changes to this contract are the result of changes in the type of material being used for the backsplash and countertops in the science labs. The addition of adjustable basketball backboards in the activity center and the deletion of 374 student lockers.

Change order #069 for contract #0980L (Haldeman-Homme, Inc.) is a deduction in the amount of \$2,231.00. Changes to this contract are in direct correlation with change order #068, the reduction of labor costs needed for installation of lockers due to the deletion of 374 student lockers.

Change order #071 for contract #3100 (Max Steininger, Inc.) is in the amount of \$13,400.00. The added cost to this contract is for winter conditions earthwork.



To date total change orders in amount of \$542,069.00 to the 45 original contract amounts of \$37,734,946.00 brings the total contracts with change orders to \$38,277,015.00. This represents change orders of 1.44% of original bid amounts.

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

FEB 11 2016

FEB 18 2016

OWNER	<input checked="" type="checkbox"/>	PCO #	068
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 #4  
 600 EAST HIGHWAY 13  
 BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.: 0980M.001  
 INITIATION DATE: 01/07/16  
 PROJECT NOS.: 301504.01  
 CONTRACT FOR: Contract #0980M  
 Finishes, Specialties  
 & Equipment  
 CONTRACT DATE: 11/5/2015

TO CONTRACTOR:  
 (Name and address) HALDEMAN-HOMME, INC.  
 430 INDUSTRIAL BOULEVARD  
 MINNEAPOLIS, MINNESOTA 55413

The Contract is changed as follows:

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

# RECEIVED

FEB 16 2016

ARMSTRONG, TORSETH  
SKOLD & RYDEEN, INC.

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

The original (Contract Sum) ( <del>Contracted Maximum Price</del> ) was .....	\$	831,373.00
Net change by previously authorized Change Orders .....	\$	0.00
The (Contract Sum) ( <del>Contracted Maximum Price</del> ) prior to this Change Order was .....	\$	831,373.00
The (Contract Sum) ( <del>Contracted Maximum Price</del> ) will be ( <del>increased</del> ) (decreased) ( <del>exchanged</del> ) by this Change Order .....	\$	(39,017.00)
The new (Contract Sum) ( <del>Contracted Maximum Price</del> ) including this Change Order will be ...	\$	792,356.00
The Contract Time will be ( <del>increased</del> ) (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 2/11/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT  
 ARCHITECT  
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427  
 ADDRESS  
 BY *[Signature]* DATE 2/17/16

HALDEMAN-HOMME, INC.  
 CONTRACTOR  
 430 Industrial Blvd., Minneapolis, MN 55413  
 ADDRESS  
 BY *[Signature]* DATE 2-9-16

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: 1/7/2016**

**Contractor:**

Haldeman-Homme, Inc.  
430 Industrial Boulevard  
Minneapolis, MN 55413

**Architect's Project No:**

**Contract Date:**  
**Contract Number: 0980M**  
**Change Order Number: 001**

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
RCO-075	002	Material for countertop material and height changes, new backsplash, adjustable backstops, and deletion of lockers per draft RFCOP dated 12/2.	-39,017

The original Contract (s) Value was.....	831,373
Sum of changes by prior Change Orders.....	0
The Contract Value prior to this Change Order was.....	831,373
The Contract Value will be changed by this Change Order in the amount of.....	-39,017
The new Contract Value including this Change Order will be.....	792,356
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

FEB 11 2016

FEB 18 2016

OWNER   
 CONSTRUCTION MANAGER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

PCO # 069

(Instructions on reverse side)

PROJECT: 2015 ADDITIONS & ALTERATIONS TO  
 (Name and address) BURNSVILLE HIGH SCHOOL BP #4  
 600 EAST HIGHWAY 13  
 BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.: 0980L.001  
 INITIATION DATE: 01/07/16  
 PROJECT NOS.: 301504.01  
 CONTRACT FOR: Contract #0980L  
 Finishes, Specialties  
 & Equipment  
 CONTRACT DATE: 11/5/2015

TO CONTRACTOR: HALDEMAN-HOMME, INC.  
 (Name and address) 430 INDUSTRIAL BOULEVARD  
 MINNEAPOLIS, MINNESOTA 55413

The Contract is changed as follows:

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

# RECEIVED

FEB 16 2016

ARMSTRONG, TORSETH  
SKOLD & RYDEEN, INC.

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

The original (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) was .....	\$	253,408.00
Net change by previously authorized Change Orders .....	\$	0.00
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) prior to this Change Order was .....	\$	253,408.00
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) will be (increased) (decreased) ( <del>unchanged</del> ) by this Change Order .....	\$	(2,231.00)
The new (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) including this Change Order will be ...	\$	251,177.00
The Contract Time will be ( <del>increased</del> ) ( <del>decreased</del> ) (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 *[Signature]* 2/11/16  
 BY DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT  
 ARCHITECT  
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427  
 ADDRESS *[Signature]* 2/17/16  
 BY DATE

HALDEMAN-HOMME, INC.  
 CONTRACTOR  
 430 Industrial Blvd., Minneapolis, MN 55413  
 ADDRESS *[Signature]* 2-9-16  
 BY DATE

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: 1/7/2016**

**Contractor:**

Haldeman-Homme, Inc.  
 430 Industrial Boulevard  
 Minneapolis, MN 55413

**Architect's Project No:**

**Contract Date:**  
**Contract Number: 0980L**  
**Change Order Number: 001**

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
RCO-075	001	Labor for countertop material and height changes, new backsplash, adjustable backstops, and deletion of lockers per draft RFCOP dated 12/2.	-2,231

The original Contract (s) Value was.....	253,408
Sum of changes by prior Change Orders.....	0
The Contract Value prior to this Change Order was.....	253,408
The Contract Value will be changed by this Change Order in the amount of.....	-2,231
The new Contract Value including this Change Order will be.....	251,177
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

FEB 18 2016

OWNER   
 CONSTRUCTION MANAGER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

PCO # 071

(Instructions on reverse side)

PROJECT: 2015 ADDITIONS & ALTERATIONS TO  
 BURNSVILLE HIGH SCHOOL BP #3  
 (Name and address) 600 EAST HIGHWAY 13  
 BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.: 3100.002  
 INITIATION DATE: 01/15/16  
 PROJECT NOS.: 301504.01  
 CONTRACT FOR: Contract #3100  
 Earthwork Site Demo  
 CONTRACT DATE: 8/13/2015

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

The Contract is changed as follows:

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

# RECEIVED

FEB 16 2016

ARMSTRONG, TORSETH  
SKOLD & RYDEEN, INC.

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

The original (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) was .....	\$	1,071,000.00
Net change by previously authorized Change Orders .....	\$	1,035.00
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) prior to this Change Order was .....	\$	1,072,035.00
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) will be (increased) ( <del>decreased</del> ) ( <del>unchanged</del> ) by this Change Order .....	\$	13,400.00
The new (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) including this Change Order will be ...	\$	1,085,435.00
The Contract Time will be ( <del>increased</del> ) ( <del>decreased</del> ) (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 2/16/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS  
 ARCHITECT  
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427  
 ADDRESS  
 BY *[Signature]* DATE 2/17/16

MAX STEININGER, INC.  
 CONTRACTOR  
 3080 Lexington Avenue South, Eagan, MN 55121  
 ADDRESS  
 BY *[Signature]* DATE 2-8-16

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: 1/15/2016**

**Contractor:**

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

**Architect's Project No:**

**Contract Date:**

**Contract Number: 3100**

**Change Order Number: 002**

**The Contract is hereby revised by the following items:**

<b>PCO</b>	<b>Item #</b>	<b>Description</b>	<b>Amount</b>
RCO-079	001	Earthwork Winter Conditions to 1-8-16.	13,400

The original Contract (s) Value was.....	1,071,000
Sum of changes by prior Change Orders.....	1,035
The Contract Value prior to this Change Order was.....	1,072,035
The Contract Value will be changed by this Change Order in the amount of.....	13,400
The new Contract Value including this Change Order will be.....	1,085,435
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

# BHS Budget Report with Change Orde

Information	Company	Wenck Estimates	Awarded Bid	Change Orders To Date	Precent of Change	Numer of Change Orders	Contract Amount With Change Orders	Precent of Completion
Bid Pack #1								
Contract #0600 General Construction Shop Annex	Ebert Construction	\$919,600.00	\$671,900.00	\$82,593.00	12.29%	15	\$754,493.00	93.13%
Contract #2300 Mechanical	Klamm Mechanical	\$647,800.00	\$900,000.00	\$18,357.00	2.04%	6	\$918,357.00	80.01%
Contract #2600 Electrical	Peoples Electric	\$293,600.00	\$566,500.00	\$81,004.00	14.30%	15	\$647,504.00	86.12%
Contract #3110 Site Demolition and Improvements	Max Steininger Inc.	\$775,285.10	\$530,000.00	\$330,107.00	62.28%	7	\$860,107.00	80.42%
Contract #3300 Site Utility Relocation	Veit & Co.	\$243,170.00	\$410,000.00	\$115,109.00	28.08%	5	\$525,109.00	95.00%
Contract #0240 Building Demolition	Veit & Co.	\$366,047.14	\$71,039.00	\$30,496.00	42.93%	5	\$101,535.00	100.00%
		<u>\$3,245,502.24</u>	<u>\$3,149,439.00</u>	<u>\$657,666.00</u>			<u>\$3,807,105.00</u>	
Bid Pack #2								
Contract #0345 Precast Concrete Wall Panels	Wells Concrete	\$2,403,594.00	\$2,615,000.00	(\$120,000.00)	-4.59%	1	\$2,495,000.00	70.46%
		<u>\$2,403,594.00</u>	<u>\$2,615,000.00</u>	<u>(\$120,000.00)</u>			<u>\$2,495,000.00</u>	
Bid Pack #3								
Contract #0420 Masonry	Crosstown Masonry Incorporated	\$1,305,616.00	\$1,240,000.00	\$2,287.00	0.18%	2	\$1,242,287.00	13.77%
Contract #3301 Site Utilities	Metro Utilities, Inc.	\$181,880.00	\$288,750.00	\$839.00	0.29%	1	\$289,589.00	24.41%
Contract #3290 Landscaping/Irrigation Systems	Urban Companies, LLC	\$305,275.00	\$240,069.00	\$5,740.00	2.39%	2	\$245,809.00	16.05%
Contract #3210 Asphalt Paving/Curbs	Midwest Asphalt Corporation	\$1,244,655.00	\$921,900.00	\$7,055.00	0.77%	3	\$928,955.00	12.49%
Contract #3100 Earthwork/Site Demolition	Max Steininger Inc.	\$1,179,458.00	\$1,071,000.00	\$14,435.00	1.35%	2	\$1,085,435.00	44.79%
Contract #2202 Mechanical	Klamm Mechanical	\$551,250.00	\$872,000.00	(\$4,143.00)	-0.48%	1	\$867,857.00	11.93%
Contract #0510 Structural Steel Erection	Red Cedar Steel Erectors, Inc.	\$599,057.00	\$582,300.00	\$0.00	0.00%	0	\$582,300.00	7.34%
Contract #0340 Structural Precast Concrete	Wells Concrete	\$1,013,719.00	\$933,340.00	\$0.00	0.00%	0	\$933,340.00	72.20%
Contract #0330 Cast-In-Place Concrete	Northland Concrete & Masonry, LLC	\$2,739,043.00	\$2,617,189.00	\$38,165.00	1.46%	5	\$2,655,354.00	39.40%
Contract #0241 Building Demolition	Lloyd's Construction Services Inc.	\$146,221.00	\$285,155.00	\$0.00	0.00%	0	\$285,155.00	90.25%
Contract #0512 Structural Steel Supply	American Structural Metals, Inc.	\$788,856.00	\$898,900.00	\$0.00	0.00%	0	\$898,900.00	13.64%

Information	Company	Wenck Estimates	Awarded Bid	Change Orders To Date	Percent of Change	Numer of Change Orders	Contract Amount With Change Orders	Percent of Completion
		<u>\$10,055,030.00</u>	<u>\$9,950,603.00</u>	<u>\$64,378.00</u>			<u>\$10,014,981.00</u>	
Bid Pack #4								
Contract #0790 Caulking/Firestopping/Traffic Coatings	The Caulkers Company, Inc.	\$96,495.00	\$86,900.00	\$0.00	0.00%	0	\$86,900.00	0.00%
Contract #0335 Polished Concrete Floors	Questmark Flooring	\$33,633.60	\$15,969.00	\$0.00	0.00%	0	\$15,969.00	0.00%
Contract #0511 Miscellaneous Metals - Erection	Red Cedar Steel Erectors, Inc.	\$58,387.35	\$126,500.00	\$0.00	0.00%	0	\$126,500.00	0.00%
Contract #0550 Miscellaneous Metals Fabrication- Supply	American Structural Metals, Inc.	\$411,285.00	\$802,450.00	\$0.00	0.00%	0	\$802,450.00	0.00%
Contract #0990 Painting	Fransen Decorating, Inc.	\$401,378.25	\$230,305.00	\$0.00	0.00%	0	\$230,305.00	0.00%
Owner Direct - Architectural Purchase	Haldeman-Homme Inc.	\$1,636,582.50	\$1,084,781.00	(\$41,248.00)	-3.80%	2	\$1,043,533.00	0.00%
Contract #2601 Electrical/Communications/Security/Paging	Peoples Electric	\$3,736,950.00	\$3,558,650.00	\$8,072.00	0.23%	2	\$3,566,722.00	5.52%
Contract #2305 Testing and Balancing	Marcus Global, Inc.	\$71,299.20	\$67,800.00	\$0.00	0.00%	0	\$67,800.00	0.00%
Contract #2302 HVAC/Temperature Controls	Thelen Heating & Roofing, Inc.	\$3,479,700.00	\$2,751,800.00	\$0.00	0.00%	0	\$2,751,800.00	2.74%
Contract #2200 Plumbing and Heating	El-Jay Plumbing & Heating, Inc.	\$3,709,440.00	\$3,269,000.00	(\$26,799.00)	-0.82%	1	\$3,242,201.00	0.89%
Contract #2100 Fire Protection	Total Fire Protection, Inc.	\$427,798.35	\$418,890.00	\$0.00	0.00%	0	\$418,890.00	0.00%
Contract #1440 Wheelchair Lift	DRN Enterprises, d.b.a Arrow Lift	\$15,750.00	\$26,989.00	\$0.00	0.00%	0	\$26,989.00	28.50%
Contract #1420 Elevators	ThyssenKrupp Elevator Americas	\$189,000.00	\$200,047.00	\$0.00	0.00%	0	\$200,047.00	0.00%
Contract #1140 Food Service Equipment	Advanced Contract Equipment and Design	\$15,750.00	\$18,381.00	\$0.00	0.00%	0	\$18,381.00	0.00%
Contract #0610 Selective Demolition/Carpentry	George F. Cook Construction Co.	\$1,521,190.65	\$1,443,000.00	\$0.00	0.00%	0	\$1,443,000.00	1.29%
Contract #1022 Folding Panel Partitions	W.L. Hall Company	\$61,425.00	\$52,904.00	\$0.00	0.00%	0	\$52,904.00	1.03%
Contract #0750 Roofing and Metal Panels	Palmer West Construction Company, Inc.	\$2,206,743.00	\$1,603,200.00	\$0.00	0.00%	0	\$1,603,200.00	0.00%
Contract #0966 Epoxy Terrazzo Flooring	Advance Terrazzo Flooring	\$612,417.75	\$508,000.00	\$0.00	0.00%	0	\$508,000.00	0.00%
Contract #0965 Resilient Flooring/Carpet	Floors by Becker, Inc.	\$368,131.05	\$431,132.00	\$0.00	0.00%	0	\$431,132.00	0.00%
Contract #0950 Acoustical Ceilings	Kirk Acoustics	\$383,939.85	\$300,280.00	\$0.00	0.00%	0	\$300,280.00	0.00%
Contract #0930 Tile	Multiple Concepts Interiors, Inc.	\$886,415.25	\$1,324,000.00	\$0.00	0.00%	0	\$1,324,000.00	0.00%

Information	Company	Wenck Estimates	Awarded Bid	Change Orders To Date	Percent of Change	Numer of Change Orders	Contract Amount With Change Orders	Percent of Completion
Contract #0920 Drywall/Cold Formed Metal Framing/DEF	Commercial Drywall, Inc.	\$1,222,033.05	\$609,850.00	\$0.00	0.00%	0	\$609,850.00	3.89%
Contract #0840 Aluminum Entrances I Storefronts I Curta	Envision Glass, Inc.	\$1,668,936.15	\$1,276,534.00	\$0.00	0.00%	0	\$1,276,534.00	0.00%
Contract #0833 Coiling/Overhead Doors	Overhead Door of the Northland	\$76,125.00	\$73,689.00	\$0.00	0.00%	0	\$73,689.00	0.00%
Contract #0810 Doors/Frames/Hardware - Supply	Kendell Doors & Hardware, Inc.	\$445,068.75	\$409,848.00	\$0.00	0.00%	0	\$409,848.00	0.00%
Owner Direct - Chiller Plant Purchase	Train Co.	\$1,470,000.00	\$1,296,580.00	\$0.00	0.00%	0	\$1,296,580.00	0.00%
Contract #1044 Signage	Walker Sign Holdings, Inc.	\$47,250.00	\$32,425.00	\$0.00	0.00%	0	\$32,425.00	0.00%
		<u>\$25,253,124.75</u>	<u>\$22,019,904.00</u>	<u>(\$59,975.00)</u>			<u>\$21,959,929.00</u>	
	Grand Totals	<b><u>\$40,957,250.99</u></b>	<b><u>\$37,734,946.00</u></b>	<b><u>\$542,069.00</u></b>	<b>1.44%</b>		<b><u>\$38,277,015.00</u></b>	
							<b><u>\$41,716,739.00</u></b>	

REVIEW AND COMMENT CONSTRUCTION BUDGET WITH ALTERNATIVE FACILITIES FUNDING

**\$41,716,739.00**



**Agenda III.A.  
March 10, 2016**

**To:** Board of Education, Members  
Dr. Joe Gothard, Superintendent

**From:** Rachel Gorton, District Instructional Technology Coordinator

**Date:** March 4, 2016

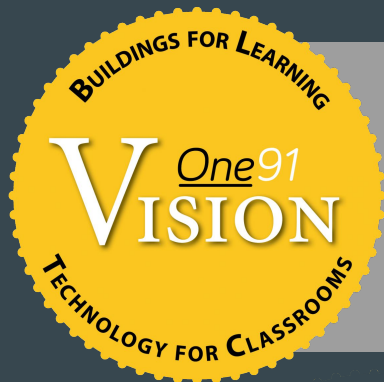
**Re:** Report on Schoology-Staff and Student

Receive a report from Rachel Gorton, District Instructional Technology Coordinator on Schoology-Staff and Student.

# Schoolology Report

March 10, 2016

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“Utilize technology for instruction to provide rigorous, personalized learning, and maximize operational systems”

# Overview

“Our LMS will become the central hub for an increasingly digital learning ecosystem designed to *create collaborative, relevant experiences and resources for students and teachers*. The LMS will be used for traditional face--to--face classes as a method for *organizing curriculum and course resources, sharing and communicating with students, and gathering feedback and assignments*. It will also be the backbone for hybrid courses to be developed in the upcoming years.”

*Schoology Recommendation*

*ISD191 Board of Education Packet June 25, 2015*

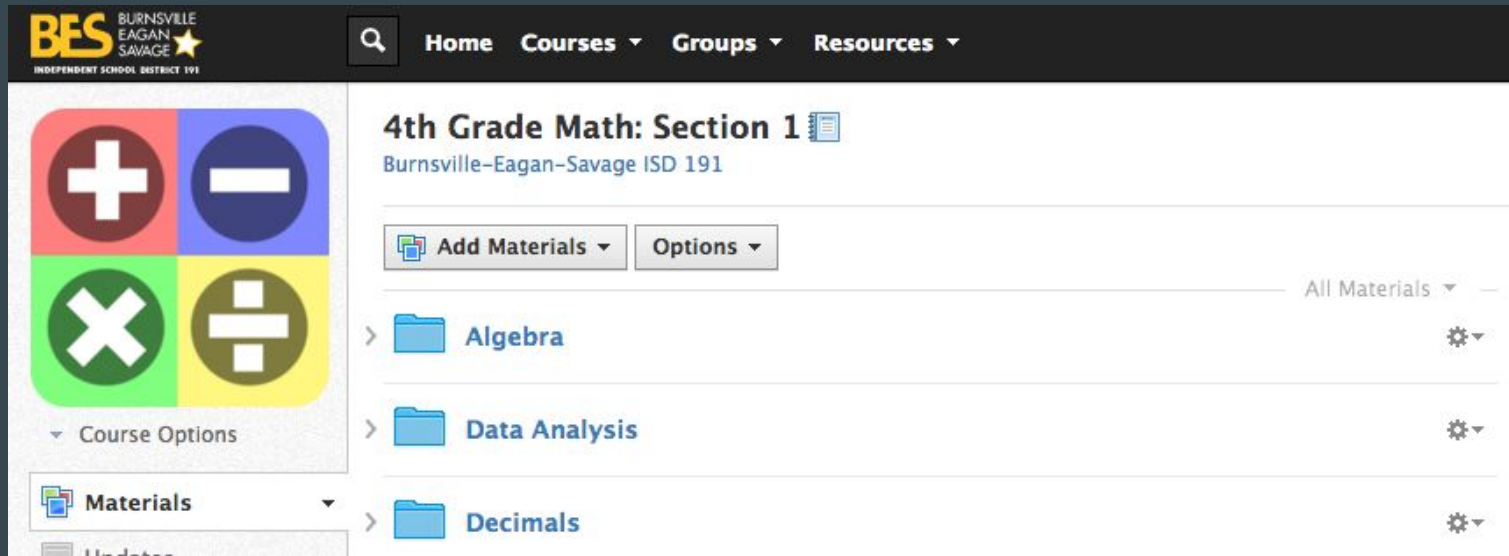
# 2015-16 Professional Development

- ☐ Summer 2015 Train the Trainer
- ☐ Building Based Trainings and PD
- ☐ Self-Paced Online PD
- ☐ Curriculum Meetings
- ☐ CPSS Leadership Academy
- ☐ Tech Tuesday opportunities

Date/Time	Time	Location	Topic (ie. Intro, Assignments)	Facilitator/TA	Participants
7/13/15	9-10am	ASC	Schoology - Intro for Adm	Rachel	any admin
8/3	2-4pm	ASC	Schoology - Intro for Adm	Rachel	any admin
8/7	12-3pm	DEC	Train the Trainer - Sessio	Schoology	Train the Trainer including media s
8/20	8-9:30a	DEC	Schoology - Intro	TIES	any interested sta
8/20		DEC	Train the Trainer - Sessio	Schoology	Train the Trainer including media s
varied	varied	BHS and	Getting Started with Scho	Rachel	individual session with Social Studie
9/8	8-2:30	Nicol	Schoology Intro and Goc	TIES	8th and 9th grade
9/9	2-4pm	BHS	Getting Started with Scho	Rachel	any BHS SS teach
9/10	8-10am	ASC	Schoology - Intro for Adm	Rachel	any admin
9/23	4 hours	DEC	HS Social Studies Meetin	Rachel/Sarah	all HS SS teacher
9/24	4 hours	DEC	Junior High Social Studie	Rachel/Sarah	all JH SS teacher
9/30	1 hour	Pond	Elementary Media EA Me	Nancy	all elementary me
10/5	7:40-2:2	Nicol	Schoology Intro and Goc	TIES	7th grade NJH tea
10/7	2:30-3:3	Metc	Schoology Intro - Code J	Bobby	Metcalf Staff
10/27	4:15-5:4	DEC	Getting Started with Scho	TIT (Train the	any interested sta
10/27	4:15-5:4	DEC	Schoology: Quizzes	TIT	any interested sta
10/28	12:30-3	DEC	Schoology Intro/Individual	Rachel/Sarah	JH Math teachers
10/29	12:30-2	DEC	Schoology Intro/Individual	Rachel/Sarah	JH Science teach
11/15	online o	online	Schoology Online Option	Rachel	any interested tea
	approx. 6		Course information will b		
	hours		Extending your Classroom		
			Schoology led (81) and		
			Course code: 2GP7D-R		
11/17	10-11:30	DEC	Schoology Intro/Individual	Rachel/Sarah	HS ELA teachers
11/19	2:15-3:0	BHS	Schoology Intro	Roger	BHS Staff
11/24	4:15-5:4	DEC	Getting Started with Scho	Rachel	any interested sta
11/24	4:15-5:4	DEC	Schoology: Folders and Organization	Joe R.	any interested sta
12/1	12:30-2	DEC	Schoology Intro/Individual	Rachel/Sarah	Secondary Math t
12/2	2:30-3:3	Metc	Schoology - Assignments	Bobby	Metcalf staff
12/7	2:15-3:0	BHS	Schoology Intro	Roger	BHS Staff
12/14		TIES	Schoology Sessions	Various	TIES Conference teachers
12/15		TIES	Schoology Sessions	Various	TIES Conference teachers
1/20	2:30-3:3	Metc	Schoology - TBD	Bobby	Metcalf staff
1/26	4:15-5:4	DEC	Schoology: Creating Dyn	Joe R.	any interested sta
2/3	4 hours	DEC	HS Social Studies Meetin	Rachel/Sarah	all HS SS teacher
2/3	4 hours	DEC	Middle School Social Stu	Rachel/Sarah	all MS SS teacher
2/11	1-2 hou	DEC	MS science meeting & P	Sarah	all MS science tea
2/16	1-4 hou	DEC	Middle School Social Stu	Rachel/Sarah	all MS SS teacher
2/23	4:15-5:4	DEC	Schoology: Collecting St	Joe R.	any interested sta
2/25	1-2 hou	DEC	Schoology Intro/Individual	Rachel/Sarah	HS ELA teachers
3/16	2:30-3:3	Metc	Schoology - TBD	Bobby	Metcalf staff
4/21	1-4 hou	DEC	Middle School Social Stu	Rachel/Sarah	all MS SS teacher
4/26	1-4 hou	DEC	HS Social Studies Meetin	Rachel/Sarah	all HS SS teacher
4/26	4:15-5:4	DEC	Getting Started with Scho	TIT	any interested sta
4/26	4:15-5:4	DEC	Schoology: Quizzes	TIT	any interested sta
4/27	1-2 hou	DEC	Schoology Intermediate	Rachel/Sarah	all MS math teach
4/28	1-2 hou	DEC	Schoology Intermediate	Rachel/Sarah	all MS ELA teach

# Highlights of Past 8 Months

## Consistent Location for Assignments



# Highlights of Past 8 Months

## Discussions



**Matt** The overall animation lacked some detail within the drawings. However, the illustrator makes up for the errors in voice. The story of the animation and the amounts of images thrown at the viewer makes viewer over see the detail and focus on other things.

[Reply](#) · [Like](#) · [Delete](#) · Mon Dec 17, 2012 at 11:58 am



**Samantha** what kind of detail did it lack? I thought each scene was quite detailed with either the background, the people, or the motion each person was doing.

[Reply](#) · [Like](#) · [Delete](#) · Wed Dec 19, 2012 at 7:28 am



**Nick** I think that the animation was fairly detailed or at least as detailed as it needs to be. I like the art style the artist chose it is nice and colorful. Also, i agree that the animation seems like something the artist made to create a visualization of what the narrator is saying and i think it works greatly.

[Reply](#) · [Like](#) · [Delete](#) · Thu Dec 20, 2012 at 10:04 am



**Matt** I guess i worded that poorly. What i meant was that the artist very cartoon like, almost to cartoon, however i did not mind that i just thought his voice and music made the animation.

[Reply](#) · [Like](#) · [Delete](#) · Thu Dec 20, 2012 at 10:09 am



# Highlights of Past 8 Months

## Immediate Feedback

Hide Feedback ? Correct Answer

↕ Choice 1	Implementation of a centralized bureaucracy	had an emperor held central power	<input checked="" type="checkbox"/>
↕ Choice 2	forced conversion of subjects to a single religion	they did not force people to have a single religion	<input type="checkbox"/>
↕ Choice 3	Allowed subjects to keep their own form of writing	Qin standardized Chinese writing	<input type="checkbox"/>
↕ Choice 4	Divison of the empire into smaller independent states	Qin forced all families or states to be under his rule	<input type="checkbox"/>

Add more choices: 1

# Highlights of Past 8 Months





## Collaborative Group Space

The screenshot displays a user interface for finding public groups. At the top, there are two tabs: 'Groups' and 'Resources'. Below the tabs is a search bar with the text 'Find Public Groups' and a magnifying glass icon. The search results are listed in a table-like format with five rows. Each row contains a logo for 'BES DISTRICT 193' followed by the group name and a crown icon. The groups are: 'One91 HS Social Studies', 'One91 HS Math', 'One91 MS Math', 'One91 MS Science', and 'One91 MS ELA'. At the bottom of the interface, there are three buttons: 'Create' (with a group icon), 'Join' (with a double-headed arrow icon), and 'See All'.

Group Name	Logo	Icon
One91 HS Social Studies	BES DISTRICT 193 Social Studies	Crown
One91 HS Math	BES DISTRICT 193 Mathematics	Crown
One91 MS Math	BES DISTRICT 193 Math	Crown
One91 MS Science	BES DISTRICT 193 Science	Crown
One91 MS ELA	BES DISTRICT 193 Language	Crown

# Year to Date Usage Data

## School Analytics

School Users System Logs  16  11,756  4,649  82

All Schools Custom Edit Range Web & Mobile Analytics Data as of Feb 15, 2016 (May take up to 24 hours to populate)

**136,127**  
Total Visits

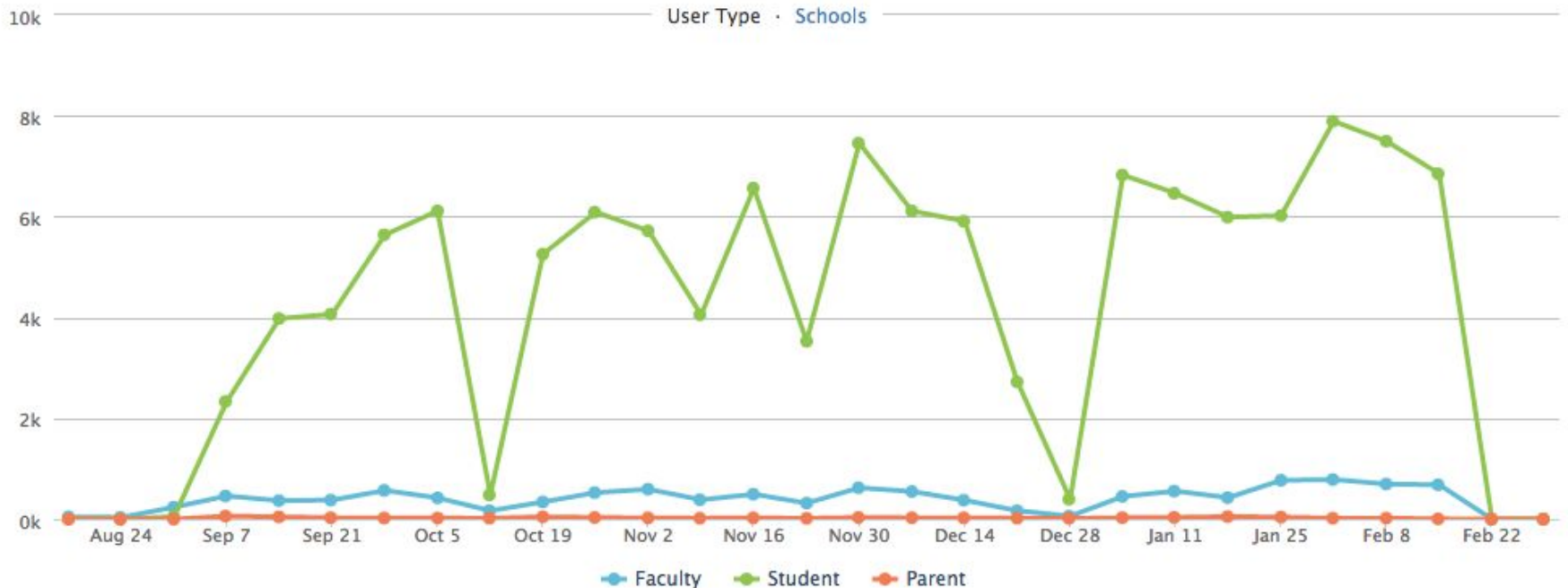
**1,120,163**  
Page Views  
Avg 95.28 Per User

**00:08:56**  
Avg. Time Per Visit

**12,860**  
Comments Posted  
Avg 1.09 Per User

**23,942**  
Submissions  
Avg 2.04 Per User

**11,483**  
Files Uploaded  
Avg 0.98 Per User



# February Usage Data



## School Analytics

School Users System Logs

16 11,766 4,649 82

All Schools Custom Edit Range Web & Mobile Analytics Data as of Mar 2, 2016 (May take up to 24 hours to populate)

**35,410**

Total Visits

**239,804**

Page Views  
Avg 20.38 Per User

**00:07:43**

Avg. Time Per Visit

**2,199**

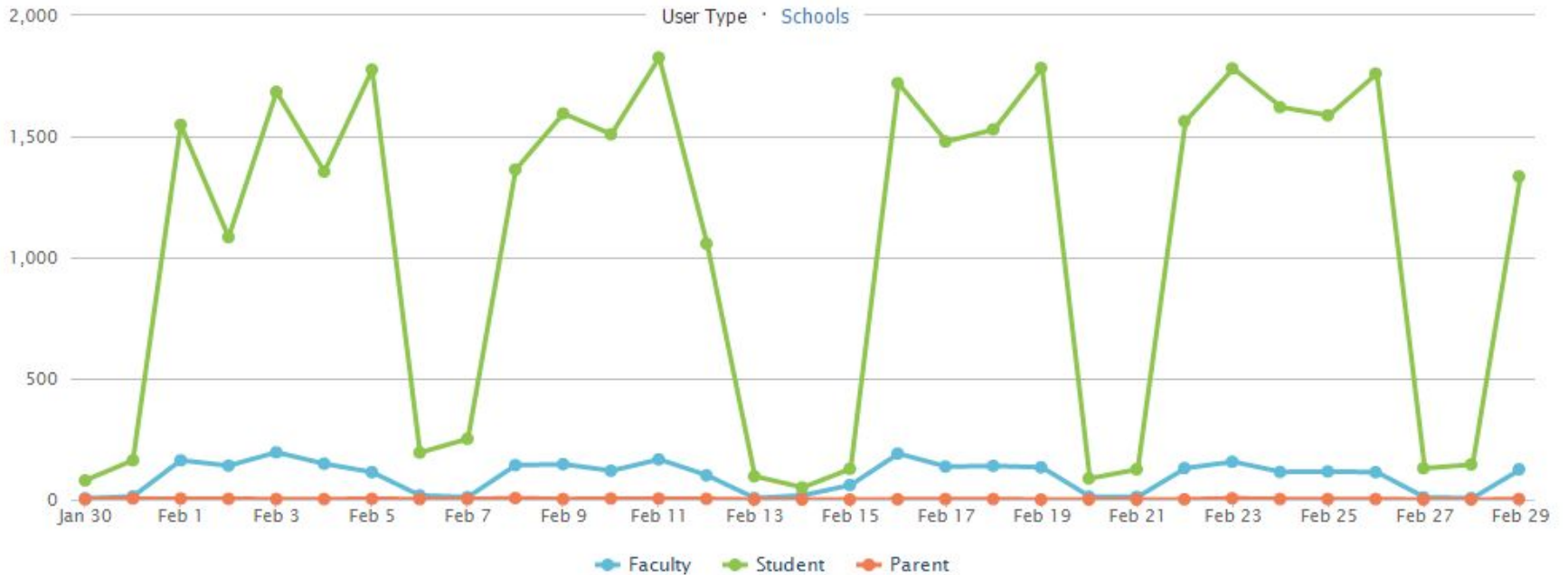
Comments Posted  
Avg 0.19 Per User

**5,200**

Submissions  
Avg 0.44 Per User

**3,054**

Files Uploaded  
Avg 0.26 Per User



# Best of Schoology - Grading/Content Groups

65

The screenshot displays the Schoology interface for a course titled "DRAMA: Section 63". The top navigation bar includes "Home", "Courses", "Groups", and "Resources", along with the user's name "Ms. PARKINSON". The left sidebar contains various course management tools such as "Materials", "Updates", "Gradebook", "Mastery", "Badges", "Attendance", "Members", "Analytics", and "Workload Planning".

The main content area shows the course details and a list of members. The members list includes:

- Ms. PARKINSON (Admin)
- HANNAH BUCHANAN (Macbeth)
- RYAN CRAWFORD (Midsummer Night's Dream)
- CARLY DAHL (Macbeth)
- JULIA DAM (Midsummer Night's Dream)
- SAMIYA DAUID (Hamlet)
- DANIEL GAMAYUNOV (Macbeth)
- HANA HANDZIJA (Macbeth)
- ERIN HELGESTAD (Hamlet)
- MEGAN HOPKINS (Macbeth)
- EMELIA HOVDE (Midsummer Night's Dream)
- SANDRA JACK (Hamlet)

On the right side, there is a section for "Organize members into Grading Groups" with a search bar and a list of groups: "Midsummer Night's Dream", "Hamlet", and "Macbeth". Below this is an "Access Code" section showing the code "G7VS2-DD3NN" and a "Reset" button. There is also a checkbox for "Require approval" and a "Parent Access Codes" section.

# Best of Schoology - Planner/Workflow Managing

BURNSVILLE  
EAGAN  
SAVAGE  
INDEPENDENT SCHOOL DISTRICT 193

Home
Courses ▾
Groups ▾
Resources ▾

Ms. PARKINSON ▾

- Recent Activity
- Grades
- Mastery
- Calendar**
- Messages
- People
- Subscriptions 62
- App Center
- Remind

◀ ▶ Today
**February 2016** · 8 of 16 Calendars ▾

Month
Week
Day

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
31		1 Section 17.3 12:00 pm Section 17.4 12:00 pm	2 Tweet the Civil War! 3:00 pm Consider Yourself 11:59 pm Oliver! Tryouts	3 January Words of the Day Quiz 12:00 pm Oliver! Tryouts	4	5 DRAMA 8: Children's Book Reading at Hidden Valley 2:00 pm	6
7		8 Civil War Unit Test 12:00 pm	9	10 Oliver! Call Backs - If Needed	11 Reconstruction Debate 12:00 pm	12	13
14		15	16 Sections 19.1 & 19.3 12:00 pm	17 Section 19.2 12:00 pm Freak the Mighty Pre-Reading 1:00 pm	18 Section 19.4 12:00 pm First Day of Rehearsals! 3:10 pm	19 Freak the Mighty Chapters 1-5 12:00 pm Full Cast Rehearsal	20
21		22 Section 20.2 12:00 pm Full Cast Rehearsal	23 Freak the Mighty Chapters 6-10 12:00 pm Ode & Ballad Brainstorm Sheet 12:00 pm Full Cast Rehearsal	24 Full Cast Rehearsal	25 Rough Draft of Ode or Ballad due in class! 12:00 pm No Rehearsal - Conferences	26 Sections 20.3 & 20.4 12:00 pm Book Reflection #5 11:59 pm Full Cast Rehearsal	27
28		29 Dead Poets Society Response Journal 12:00 pm Freak the Mighty Chapters 11-15 12:00 pm Final Draft of Ode or Ballad Due! 12:00 pm Act 1, Scene 2; Act 2, Scene 3; Act 2, Scene 4	1 No Rehearsal - Caucus Night	2 February Root Words Quiz 12:00 pm Act 1, Scene 3; Act 1, Scene 4	3 Freak the Mighty Chapters 16-20 12:00 pm Act 1, Scene 5; Act 2, Scene 6	4 Poetry Unit Test 12:00 pm Act 1, Scene 2; Act 1, Scene 3; Act 1, Scene 4	5

Import ·  Export

Help Center · Schoology Blog · Privacy Policy & Terms of Use
English · Schoology © 2016

POWERED BY **schoology**

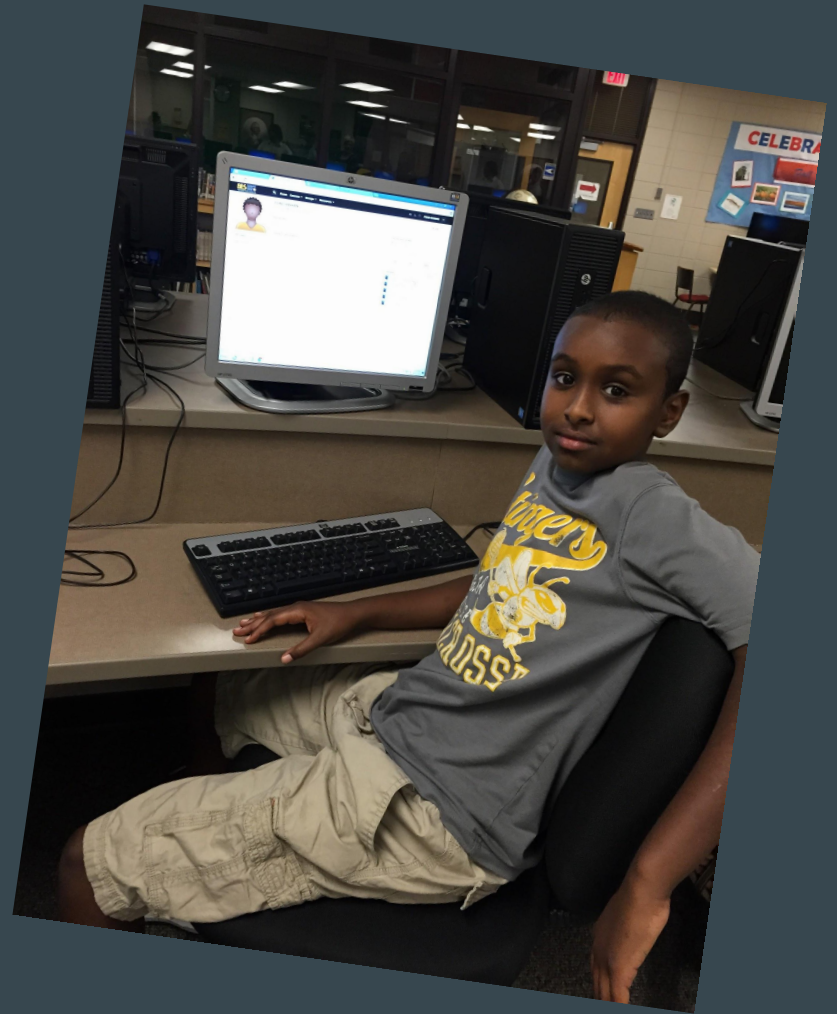
66

# Best of Schoology - Class Facilitation

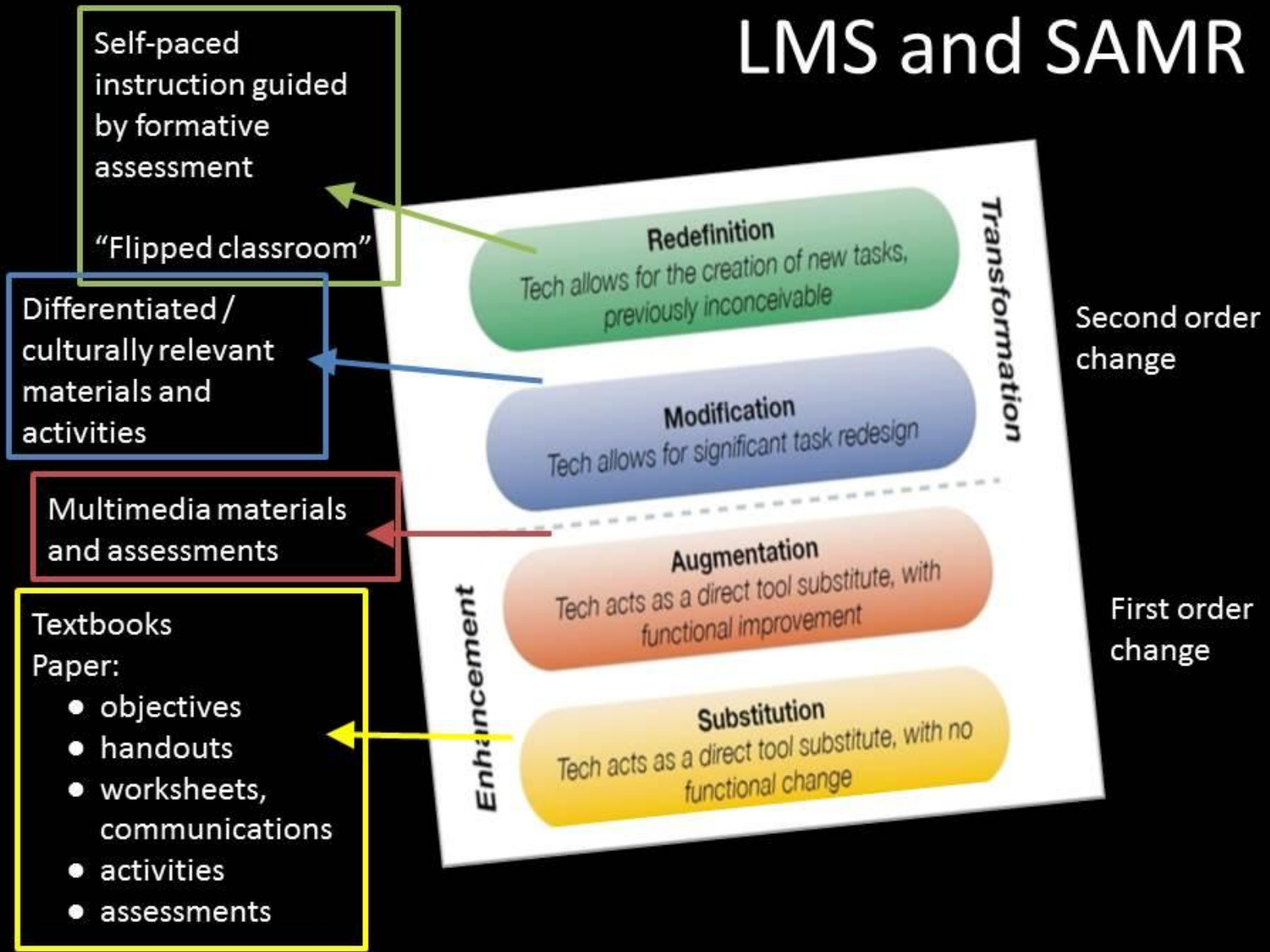
67

The screenshot shows a Schoology course interface. At the top, the navigation bar includes the school logo (BES Burnsville Eagan Savage Independent School District 191), a search icon, and menu items for Home, Courses, Groups, and Resources. The user's name, Ms. Parkinson, is displayed in the top right. A vertical 'SMART Ink' button is on the far right. The main content area is titled 'HONORS LA/SS BLOCK: Section 13, Section 33' and 'Changing America', with a sub-header for 'Sub Day - February 16th'. Below this are navigation buttons for 'Prev' and 'Next'. A toolbar contains 'Add Materials' and 'Options' buttons. The course content is organized into sections: 'Start Here! Changing America Unit - Native ...' (2 sections), 'Parking Lot' (2 sections) with a note about asking questions, 'Discussion Question #1' (2 sections) with a video link, and 'Discussion Question #2' (2 sections) with another video link. A left sidebar contains navigation icons for Course Options, Materials, Updates, Gradebook, Mastery, Badges, Attendance, Members, Analytics, and Workload Planning. An 'Access Code' box shows codes KDTKN-3HKQP and BTVCP-BJ286 with 'Reset' buttons. The footer includes 'Help Center · Schoology Blog · Privacy Policy & Terms of Use', 'POWERED BY schoology', and 'English · Schoology © 2016'. The URL 'schoology.isd191.org/user/24408603' is visible at the bottom left.

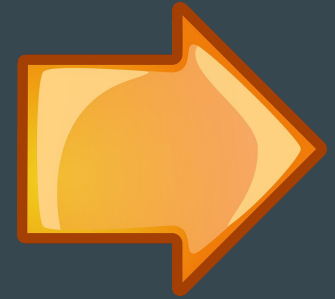
# Student Experiences



# LMS and SAMR



# Next Steps



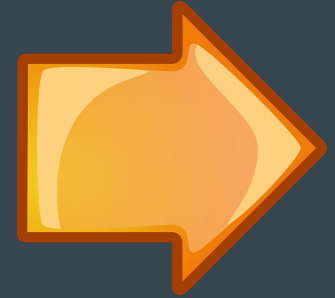
- **BHS and BAHS**

- All teachers will begin using Schoology by beginning of school 2016-17
- Continued development and PD

- **Middle Schools**

- Teachers are highly encouraged to use Schoology
- Continued development and PD in preparation for student devices in 2017-18

# Next Steps



- **Elementary**
  - Teachers invited to use Schoology
  - Additional planning and PD through the Digital Learning Specialists
- **Professional Development**
  - Expansion of self-paced PD

# Thank You

Any questions?

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**Agenda III.B.  
March 10, 2016**

**To: Members, Board of Education**

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

**Date: March 4, 2016**

**Re: 2016 Roof Rehabilitation at Harriet Bishop Elementary School.**

**RECOMMENDATION:** That the Board of Education award the base bid in the amount of \$569,000.00 for the Harriet Bishop School 2016 roof rehabilitation project to B & B Sheet Metal & Roofing Inc.

On Tuesday, February 23, 2016 at 10:00 a.m. sealed bids for the Harriet Bishop Elementary School roofing project were opened publicly and read aloud. Representatives from SRI Consultants Inc. and Glenn Simon were present for the bid opening. Seven bids were submitted and analyzed; the apparent low bidder with a cost to replace the roof on Harriet Bishop in the amount of \$569,000.00 is B & B Sheet Metal & Roofing Inc.

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

All costs have been reviewed and validated by SRI Consultants Inc.

February 25, 2016

Glenn Simon  
Director of Operations & Transportation  
ISD 191 Administrative Service Center  
100 River Ridge Court  
Burnsville, MN 55337

Re: 2016 Roof Rehabilitation at Harriet Bishop Elementary School for Independent School District #191

Dear Mr. Simon:

We have reviewed and evaluated the bids received for the above referenced project. B & B Sheet Metal & Roofing, Inc. submitted the low qualified Base Bid in amount of \$569,000.00.

Following the bid opening, we discussed the bid results with Mr. Bob Olson of B & B Sheet Metal & Roofing, Inc. and he indicated they have reviewed their bid proposal and would be pleased to complete the work for their submitted contract total amount of \$569,000.00 which is within the District's budget for this year's Roof Rehabilitation construction.

SRI's staff has reviewed references and has past work history with B & B Sheet Metal & Roofing, Inc. and it is our opinion they are capable of performing the work as specified. We would like this letter to serve as SRI's formal letter of recommendation for B & B Sheet Metal & Roofing, Inc. to perform the Roof Rehabilitation for Independent School District #191 this year at Harriet Bishop Elementary School.

Sincerely,

SRI CONSULTANTS



Tom R. Kaiser, RRO  
Consultant

CC: Mr. Bob Olson, B & B Sheet Metal & Roofing, Inc.





**2016 Roof Rehabilitation**  
**Harriet Bishop Elementary School, ISD 191**  
 February 23, 2016 - 10:00 a.m.

	B&B Sheet Metal	Berwald Roofing	Central Roofing	Commercial Roofing	John A. Dalsin & Son	McPhillips Bros. Roofing	Palmer West Construction
<b>BASE BID</b>							
<b>Ballasted Elastomeric Roofing</b>	\$569,000.00	NO BID	\$613,220.00	\$776,740.00	\$638,152.00	NO BID	NO BID
<b>ALTERNATE BID #1</b>							
<b>4-ply Modified Asphalt Bitumen Roofing</b>	NO BID	NO BID	+\$143,865.00	\$964,800.00	\$769,334.00	NO BID	NO BID
<b>ALTERNATE BID #2 (w/BASE BID RFG)</b>							
<b>Shop-fabricated Metal Assemblies &amp; Wd Blockings</b>	\$549,000.00	\$637,300.00	-\$1,655.00	\$742,179.00	\$613,024.00	\$575,000.00	\$658,900.00
<b>ALTERNATE BID #3 (w/ALTERN BID #1 RFG)</b>							
<b>Shop-fabricated Metal Assemblies &amp; Wd Blockings</b>	NO BID	\$801,100.00	+\$144,475.00	\$930,239.00	\$740,373.00	\$735,000.00	NO BID
<b>START DATE</b>	6/6/16	6/13/16	6/13/16	6/13/16	6/16	6/16	6/15/16
<b>COMPLETION DATE</b>	8/26/16	8/15/16	8/21/16	8/21/16	Bbid & Alt 1=9/16 Alts 2 & 3=8/16	8/16	8/19/16
<b>CREW SIZE</b>	8	8	7	10	8-10	8	12
<b>BID SECURITY</b>	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
<b>UNIT PRICE 1: Deter. Wood Nailers Repl - Per Ln. Ft.</b>							
75 a. 2 x 4	\$3.00	\$2.00	\$1.35	\$1.65	\$2.95	\$1.00	\$2.00
b. 2 x 6	\$3.50	\$2.50	\$1.55	\$1.85	\$3.15	\$1.25	\$2.25
c. 2 x 8	\$4.00	\$3.25	\$1.70	\$3.25	\$3.45	\$1.50	\$2.50
d. 2 x 10	\$5.00	\$4.10	\$1.95	\$4.00	\$3.90	\$2.00	\$2.75
e. 2 x 12	\$6.00	\$5.20	\$2.20	\$4.25	\$4.50	\$2.50	\$3.00
f. 4 x 4 (cant)	\$4.00	\$2.60	\$1.65	\$7.00	\$3.25	\$2.00	\$2.75
g. Other (specify)	3/4" Plywd up to 12" wide \$3.00	N/A	N/A	\$11.00		\$1.50	
<b>UNIT PRICE 2: Add'l 1/8" /ft. Tapered Iso Insul-Per Bd. Ft.</b>	\$2.25	\$1.50	\$3.00	\$0.65	\$2.10	\$0.60	\$2.00
<b>UNIT PRICE 3: Deter. Decking Overlay-Per Sq. Ft.</b>	\$6.00	\$6.50	\$15.00	\$4.00	\$8.00	\$6.50	\$6.50
<b>UNIT PRICE 4: Deter. Decking Removal/Repl-Per Sq. Ft.</b>	\$20.00	\$9.00	\$30.00	\$9.00	\$9.50	\$10.00	\$15.00
<b>UNIT PRICE 5: Steel Deck Prep-Per Sq. Ft.</b>	\$6.00	\$4.50	\$10.00	\$2.00	\$4.50	\$2.00	\$4.00
<b>RESPONSIBLE CONTRACTOR SUBMITTAL</b>	X	X	X	X		X	X



**Agenda III.C  
March 10, 2016**

**To: Members, Board of Education**

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

**Date: March 4, 2016**

**Re: Award Bids for Diamondhead Education Center and Administrative Service Center Alterations**

RECOMMENDATION: That the Board of Education awards the Diamondhead Education Center and Administrative Services base bid and Alternate #1 to the following contractors and authorizes the signing of contracts with said contractors.

Contract#	Type	Contractor	Amount
0610	General Construction	George F. Cook Construction Company	\$1,074,800
2300	Mechanical	Northland Mechanical Constructors	\$371,500
2600	Electrical/ Communications/ Security/ Sound	Gopher, LLC	\$570,000
	Total all Contracts		\$2,016,300

On Tuesday February 16, 2016 the Burnsville-Eagan-Savage School District opened sealed bids at 2:00 p.m. 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. Alternate #1, exterior aluminum windows is recommended for acceptance while Alternate #2, ASC led lighting fixtures is rejected. Due to this project utilizing a Construction Management as agent (WCI) there is not one general contractor; rather, there are a few 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



February 22, 2016

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

ATTENTION: Mr. Glenn Simon

**RE: ISD #191 – DIAMONDHEAD EDUCATION CENTER &  
ADMINISTRATIVE SERVICE CENTER ALTERATIONS  
RECOMMENDATION FOR CONTRACT AWARD**

Dear Mr. Simon:

Based upon bid results and the results of pre-award conferences with the apparent responsive low bidders, we are making a recommendation for award of the following base bid prime contracts.

The following is a summary of our recommendation for contract award.

<u>Contract #</u>	<u>Contractor/Description</u>	<u>Contract Amount</u>
#0610	General Construction	\$1,023,000.00
	George F. Cook Construction Company 2300 Nevada Ave. N., Suite 200 Golden Valley, MN 55427	
	Alternate#1 Diamondhead – Exterior Aluminum Windows	\$51,800.00
	<b>Total Contract Amount</b>	<b>\$1,074,800.00</b>
#2300	Mechanical	\$371,500.00
	Northland Mechanical Contractors, Inc. 9001 Science Center Drive New Hope, MN 55428	
	<b>Total Contract Amount</b>	<b>\$371,500.00</b>



Responsive partner.  
Exceptional outcomes.

#2600 Electrical/Communication/Security/Sound \$570,000.00

Gopher, LLC  
2330 Leibel St.  
St Paul, MN 55110

**Total Contract Amount \$570,000.00**

**Bid Package Total \$2,016,300.00**

Authorization to award the above referenced contracts at the School Board meeting on Thursday, March 10, 2016, will allow the projects to proceed on schedule

Thank you, and please call with any questions.

Yours very truly,

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

Shane Butler  
Project Manager

cc: Architect File. 301504-04

# DIAMONDHEAD/A.S.C. ALTERATIONS

## Accepted Alternates

Bid Tabulation 2/16/16

Prepared by Wenck Construction, Inc.



Bidder Name	Base Bid	Alternate #1	Alternate #2
<b>Contract #0610 - General Construction</b>			
<b>Geroge F. Cook Construction</b>	\$ 1,023,000	\$ 51,800	\$ -
Ebert, Inc.	\$ 1,088,000	\$ 70,000	\$ -
CM Construction Company, Inc.	\$ 1,234,000	\$ 59,000	\$ -
<b>Contract #2300 Mechanical</b>			
<b>Northland Mechanical Contractors, Inc.</b>	\$ 371,500	\$ -	\$ -
Cool Air Mechanical	\$ 373,800	\$ -	\$ -
Klamm Mechanical Contractors, Inc.	\$ 411,000	\$ -	\$ -
Northern Air Corp	\$ 431,400	\$ -	\$ -
<b>Contract #2600 Electrical</b>			
<b>Gopher, LLC</b>	\$ 570,000	\$ -	\$ 8,000
CM Construction Company, Inc.	\$ 695,000	\$ -	\$ 10,700

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# DEC / Best Budget Report with Change Orders

Information	Company	Wenck Estimates	Awarded Bid	Change Orders To Date	Percent of Change	Numer of Change Orders	Contract Amount With Change Orders	Percent of Completion
Bid DEC,Best								
Contract #2600 Electrical	Gopher LLC.	\$543,100.00	\$570,000.00	\$0.00	0.00%		\$570,000.00	0.00%
Contract #2300 Mechanical	Northland Mechanical Contractors, Inc.	\$264,900.00	\$371,500.00	\$0.00	0.00%		\$371,500.00	0.00%
Contract #0610 Gen. construction	George F. Cook Construction Co.	\$990,019.00	\$1,074,800.00	\$0.00	0.00%		\$1,074,800.00	0.00%
		<u>\$1,798,019.00</u>	<u>\$2,016,300.00</u>	<u>\$0.00</u>			<u>\$2,016,300.00</u>	
	Grand Totals	<b><u>\$1,798,019.00</u></b>	<b><u>\$2,016,300.00</u></b>	<b><u>\$0.00</u></b>	<b>0.00%</b>		<b><u>\$2,016,300.00</u></b>	
						REVIEW AND COMMENT CONSTRUCTION BUDGET	<b><u>\$1,253,500.00</u></b>	

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**Agenda III.D.  
March 10, 2016**

**To:** Board of Education, Members  
Dr. Joe Gothard, Superintendent

**From:** Dr. Kathy Funston, Director of Strategic Partnerships and Pathways

**Date:** March 4, 2016

**Re:** **Approve the 2016 Smarter People Planning, LLC and ISD 191 Data Sharing Agreement**

**RECOMMENDATION:** that the Board of Education approves the 2016 Smarter People Planning, LLC and ISD 191 Data Sharing Agreement.

Attachment: Agreement

2016 Agreement for Services  
Smarter People Planning, LLC and Independent School District 191  
Data Sharing Agreement

This Agreement is effective as of March 10, 2016. The purpose of this Agreement is to set forth the terms of the agreement between Smarter People Planning, LLC ("SPP"), an Illinois-based LLC, and Independent School District 191 ("ISD 191"), regarding data pulls for the evaluation of the Career Academies ~~funded~~supported by Greater Twin Cities United Way.

1. Project Reference. The project described in this Agreement may be referred to as "Career Academies Evaluation." SPP is conducting the Career Academies Evaluation as an independent contractor of the Greater Twin Cities United Way (GTCUW). Some of SPP's deliverables to GTUW are dependent upon receiving data from ISD 191 as outlined in the approved study design and in the Data Requirements Document.

2. Services. The parties shall provide the following services (the "Services").

**Burnsville-Eagan-Savage School Deliverables**

ISD 191 will provide the following services to assist SPP in its evaluation of the work of the Career Academies Evaluation for Greater Twin Cities United Way (GTCUW). This will include:

- Provide SPP with agreed-upon data to support the evaluation for the Career Academies supported by GTCUW.
- Produce agreed-upon data for 2016-17, and 2017-18, two times during each school year.
- On-going communication with SPP as necessary for the project.

**SPP Deliverables**

SPP will deliver the following:

- One meeting per academic year to ensure Burnsville-Eagan-Savage School - District 191, GTCUW, and SPP staff have a shared understanding of study design and final evaluation results.
- Access to reports completed by SPP and approved by GTCUW.

**Proposed Timeline for deliverables:** As outlined in the Data Requirement Document submitted by SPP, deliverables will generally be due 6 times a year:

- Student surveys – SPP or ISD 191 administer and deliver data for the student entrance and end-of-year survey once an academic semester within the first four weeks of the first semester and five weeks prior to the end of the school year.
- Student Focus Group – facilitated by SPP twice an academic year.
- Instructor Interviews – facilitated by SPP twice an academic year.

- Monitoring Dashboard – one time an academic year approximately after the second semester starts.
- Quantitative data -2 times an academic year at the conclusion of each semester, once data from the previous semester are available.

3. Term. The Services to be provided under this Agreement shall begin no later than March 10, 2016 completed on or before June 30, 2018.

4. Late Performance. Without limiting any other provision of this Agreement, failure by either party to perform any of the Services or to furnish any deliverable as specified, by the date specified, and in this Agreement shall constitute a breach of a material provision of this Agreement.

5. Termination. This Agreement may be terminated at any time under the following circumstances:

- a. In the event of a breach of any material provision of this Agreement, on 30 days written notice by the non-breaching party to the other party, but only if such breach is not cured within 30 days after such notice is given. The notice shall specify the nature of the breach.
- b. By SPP immediately upon written notice to ISD 191 in the event that it is directed by GTCUW not to continue with the Career Academies Evaluation.

6. Compensation. No compensation will be paid between the parties for the Services.

7. No reimbursement of Expenses. Each party assumes all responsibility for payment of expenses incurred in its performance of this Agreement.

8. Confidentiality

- a. The parties acknowledge that they may receive, create or gain access to confidential information, proprietary information or trade secrets of the other ("Confidential Information") throughout the term of this Agreement. Neither party shall, without the other's prior written consent, use the Confidential Information for its own benefit, disclose the Confidential Information to any third party, or make the Confidential Information available to anyone other than their representatives who need such information in order to perform the Services and agree to be bound by the requirements of this paragraph. If a party becomes subject to a subpoena or other demand for Confidential Information, it shall promptly notify the other and cooperate with the other in seeking a protective order or other appropriate remedy if requested. If such protective order or other remedy is not obtained, the party shall disclose only such Confidential Information for which disclosure is legally required and shall use its best efforts to obtain reasonable assurance of continuing confidentiality of confidential Information so disclosed. Each party shall destroy or delete the other's

Confidential Information, whether in paper or electronic form, when it is no longer needed.

- b. ISD 191 will provide to SPP only information that qualifies as de-identified data in accordance with 34 C.F.R. § 99.31(b)(1).
- c. The de-identified data will be transferred via a secure FTP site or uploaded into SPP's Dropbox account.
- d. When SPP obtains information via survey or in-person meetings, those from whom information is requested may choose not to provide information, and will be asked to provide written consent before information is collected.
- e. SPP will comply with all applicable federal and state statutes and rules with respect to its receipt of Confidential Information. Both parties will implement reasonable data security programs intended to protect Confidential Information from unauthorized disclosure.

9. SPP Representations and Warranties. SPP is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Illinois, and has all requisite power and authority to enter into and perform its obligations under this Agreement.

10. ISD 191 Representations and Warranties. ISD 191 is validly existing and in good standing under the laws of the State of Minnesota, and has all requisite power and authority to enter into and perform its obligations under this Agreement.

11. Permissions. ISD 191 shall obtain, maintain, and comply with the requirements of all registrations, licenses, consents, human subject research authorizations and filings with any party or any public authority required in connection with ISD 191's operation or the execution and performance of this Agreement.

12. Nonexclusive Agreement. Nothing herein shall preclude ISD 191 from performing similar Services for other entities nor shall it prohibit SPP from perform the same or similar Services with respect to others.

13. Employment Not Intended. In the performance of this Agreement, it is mutually understood and agreed the parties, and each of their employees and agents, if any, are at all times performing as independent contractors and not as employees of the other party, and shall have no claim under this Agreement or otherwise against the other for income taxes, employment taxes, workers compensation, unemployment insurance benefits, or other employee benefits. All contractors comply with all applicable local, state, and federal laws, including those relating to employment authorization to work in the United States.

14. Agency Not Intended. ISD 191 shall have no power or right to incur any liability or obligation in the name of SPP and shall have no power or right to bind SPP to any contracts or agreements. ISD 191 shall not represent the contrary, either expressly or implicitly, to anyone.

15. Control. Each party reserves the right to control the manner and means by which its portion of the Services are to be accomplished. Both parties shall retain the right, however, to ensure that the other party's Services are being performed according to agreement upon specifications included in this Agreement.

16. Indemnification. Each party shall indemnify, protect, defend, and hold harmless the other party and its directors, officers, employees, and agents, from and against all liabilities, claims, losses, damages, injuries, demands, actions, causes of actions, suits, proceedings, judgments and expenses, including: without limitation, attorneys' fees and expenses arising directly or indirectly from a party's failure to perform its obligations under this Agreement. Upon the request, the indemnifying party shall assume the defense of any such claim, demand, or action and shall, if requested, allow the other party to participate in the defense thereof at its own expense.

17. Notices. All notices to either party pursuant to this Agreement shall be in writing and shall be given by certified mail, postage prepaid, to the addresses set out below, or at any other address as may from time to time be established:

To: Smarter People Planning, LLC  
819 Columbia Circle  
North Aurora, IL 60542  
Attn: Stacey Boyle, Chief People Planner  
E-mail: stacey.boyle@smarterpeopleplanning.com  
Phone: 630.642.0168

To: Burnsville-Eagan-Savage Schools ISD 191  
100 River Ridge Court  
Burnsville, MN 55337  
Attn: Kathy Funston, Ed.D.  
Director of Strategic Partnerships/Pathways  
E-mail: kfunston@isd191.org  
Phone: 952-707-6276

18. Assignment. Neither party will assign its rights or delegate its obligations arising under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other. Any attempted assignment or delegation without such prior written consent shall be null and void.

19. Force Majeure. Neither party shall be liable nor be deemed to be in default hereunder for any delay or failure in performance or interruption of Services, resulting directly or indirectly from acts beyond the control of such party, including but not limited to acts of God, labor disputes, acts of a public enemy, accidents, acts of war, governmental regulations, equipment breakdown, or any cause beyond the control of the parties hereto.

20. Entire Agreement. This Agreement, including any exhibits or attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties, whether written

or oral. This Agreement does not confer any rights or remedies upon any person or entity not a party hereto.

21. Waiver. The failure of either party to insist upon strict performance of the terms, conditions and provisions of this Agreement shall not be deemed a waiver of future compliance or a waiver of any provisions herein.

22. Amendment. No amendment or modification to this Agreement shall be effective unless it is in writing and signed by a duly authorized representative of each party.

23. Survival. Any term of this Agreement which by its nature extends beyond expiration or termination; including but not limited to the terms of Paragraphs 8 (Confidentiality), 16 (Indemnification), 25 (Governing Law), and this paragraph (Survivorship), shall survive the termination of this Agreement and shall remain in effect.

24. Severability. The provisions of this Agreement are severable. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portion or portions of the Agreement shall not be affected thereby.

25. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota. Any legal action arising out of or relating to this Agreement shall be brought in the State of Minnesota.

26. Insurance. Contractor will obtain certificate general liability insurance and ISD 191 is named as an additional insured.

27. Binding Effect. This Agreement shall be binding upon the parties hereto, their successors and assigns.

28. Headings. Section headings in this Agreement are for convenience only and shall not be construed as part of this Agreement for any other purpose.

29. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

The undersigned each agree to the terms and conditions set forth above.

SMARTER PEOPLE PLANNING, LLC

BURNSVILLE-EAGAN-SAVAGE  
SCHOOLS District 191

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature)

Print Name \_\_\_\_\_

Print Name Dan Luth

Title \_\_\_\_\_

Title School Board Chair

Date \_\_\_\_\_

Date March 10, 2016

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03/4/16