

BOARD AGENDA

INDEPENDENT SCHOOL DISTRICT 191

Burnsville High School Senior Campus
Diamondhead Education Center
Regular Meeting
May 28, 2015
6:30 PM

(6:00 PM Listening Session with Dr. Joe Gothard, Superintendent and Cindy Amoroso, Assistant Superintendent)

I. Call to Order

A. Welcome Public

B. Pledge of Allegiance

C. Public Recognition

1. Burnsville High School Robotics Team

2. President's Volunteer Service Award Recipients

3. Board of Education Student Representative

II. Business Meeting

A. Approval of Agenda

B. Consent Agenda

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

1. Minutes 3

2. Human Resources 8

3. Donations 10

4. Payroll, Expenditures, Receipts and Investments 12

5. Budget Analysis 45

6. Approve, on a Second Reading Basis, Board Policies 204: *School Board Meeting Minutes*, 205: *Open Meetings and Closed Meetings*, 207: *Public Hearings*, 209: *Code of Ethics*, 210: *Conflict of Interest-School Board Members*, 211: *Criminal or Civil Action Against School District, School, Board Member, Employee or Student*, 212: *School Board Member Development*, 213: *School Board Committees*, 214: *Out-of-State Travel by School Board Members*, 301: *School District Administration*, 302: *Superintendent*, 303: *Superintendent Selection*, 304: *Superintendent Contract, Duties, and Evaluation*, 306: *Administrator Code of Ethics* and rescind policies BDDG, BD, BDE, BBF, BBFA, BCG, BH, BCE, CBA & CBA-R, CBB and AFB 52

7. Approve the Extended Field Trip Proposal Submitted by Harriet Bishop Elementary School for Sixth Grade Students to go to Eagle Bluff Environmental Center September 14-16, 2015 95

III. New Business

A. Vision One	91
1. Receive a Report from ATS&R and Wenck	96
Presenter: Lisa Rider, Executive Director of Business Services	
2. Awarding of Bids - Package # 1	127
Presenter: Lisa Rider, Executive Director of Business Services	
Time: 10 Minutes	
B. Award the Bid for Waste and Recycling Services (Effective July 1, 2015)	135
Presenter: Lisa Rider, Executive Director of Business Services	
Time: 5 Minutes	
C. Adopt a Resolution Relating to the Termination and Nonrenewal of that	139
Portion of Teaching Contracts in Excess of 1.0 and/or Beyond Contractual	
Rights at the Conclusion of the 2014-15 SY	
Presenter: Stacey Sovine, Executive Director of Human Resources	
Time: 5 Minutes	
D. Adopt a Resolution Terminating Classified Clerical Staff Effective at the End	140
of the 2014-15 School Year	
Presenter: Stacey Sovine, Executive Director of Human Resources	
Time: 5 Minutes	
IV. Committee Reports	141
V. Adjourn	

School Board Minutes
 INDEPENDENT SCHOOL DISTRICT 191
 May 14, 2015

The meeting of the Board of Education was called to order by Chair VandenBoom at 6:31 p.m. at the Burnsville High School Senior Campus in the Diamondhead Education Center.

Call to Order

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

Attendance

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

Pledge of Allegiance

Public recognition was given to the Olympic Weight Lifters and to recipients of the John Coskran Volunteer Awards.

Public Recognition

Moved by Schmid, seconded by Luth, to approve the agenda. Motion carried (6, 0).

Agenda

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

Consent Agenda

- Minutes of the April 30, 2015 special board meeting.
- Approve personnel recommendations for J. Isakson, A. Tofte, B. Andrews, M. Grover, C. Knutson, K. Larson, C. Orlenko, E. Robb, D. Weinberg, S. Gernon, S. Ko, A. Mason, J. Walls, J. Walsh, L. Battleson, A. Schneider, D. Westlund, K. Hartog, C. Schmid, L. Compton and J. Jirik.

Minutes
 Personnel

- Adopt a resolution approving and accepting donations.

Donations

Motion carried unanimously (6, 0).

Moved by Hill, seconded by Luth, to adopt the following resolution: BE IT RESOLVED, by the School Board of Independent School District 191, pursuant to Minnesota Statute § 122A. 40 that the teaching contracts of the following licensed probationary teacher in Independent School District 191 be terminated at the end of the 2014-2015 school year.

Termination of
 Licensed
 Probationary
 Teachers

Name	Location	FTE Amount
Barron, Thomas	Central Cluster	0.5 FTE
Bayrashev, Marina	CE	0.4 FTE
Mayne, Robert	District Wide	0.5 FTE

Brandon, Debra	District Wide	0.5 FTE
Henke, Lori	ECSE	0.87 FTE
Larabee, Kaitlyn	ECSE Cluster	1.0 FTE
Torralba, Kathleen	Neill	0.5 FTE
Pettes, Julie	Neill	Release .5/retain .5
Bielke, Kelly	Neill	1.0 FTE
Gilray, Rebecca	Neill	1.0 FTE
Knutzen, Diana	Neill	0.5 FTE
Burke, Maureen	GP	1.0 FTE
Stewart, Allison	GP	1.0 FTE
Lynch, Michelle	GP	1.0 FTE
Marcotte, Jennifer	GP	1.0 FTE
Aronson, Roberta	GP	0.6 FTE
Teich, Jessica	GP/Byrne	1.0 FTE
Fiagle, Bethany	HB	0.6 FTE
Baranaukas, Charles	HV	1.0 FTE
Edwards, Laura	MWS	1.0 FTE
Vins, Marielle	MWS	1.0 FTE
Schmidt, Jennifer	MWS	0.9 FTE
Sherer, Carol	MWS	0.6 FTE
Jacobson, Daniel	Rahn	1.0 FTE
Olsen, Susan	Rahn	1.0 FTE
Blake, Julie	Rahn	1.0 FTE
Marquardt, Lisa	SO	1.0 FTE
Sifferle, Greg	SO	1.0 FTE
Volkart, Stesha	SO	1.0 FTE
Beenken, Julie	SO	1.0 FTE
Zaborowski, Alyssa	ST	1.0 FTE
Hendrickson, Caroline		Release .2/retain .8
Mayasich, Jennifer	St. Johns	0.25 FTE
Theis, Nicole	St. Johns	0.56 FTE
Miller, Alicia	VV	1.0 FTE
Herkenhoff, Alyssa	Byrne	1.0 FTE
Khanhkeo, Katherine	Byrne	1.0 FTE
Porte, Julia	Byrne	1.0 FTE
Guild, Alicia	BEST	1.0 FTE
Balasis, Christine	BHS	1.0 FTE
Empting, Bodil	BHS	1.0 FTE

Millea, Allison	BHS	1.0 FTE
Eggers, Sheana	BHS	1.0 FTE
Jorgenson, Stephanie	BHS	1.0 FTE
Anderson, Nathan	BHS/ERJH	1.0 FTE
Redig, Essia	ERJH	1.0 FTE
Anderson, Cory	ERJH	1.0 FTE
Hagel, Averyel	ERJH	Release .2/retain .8
Bailey, Alexa	ERJH	1.0 FTE
Lindell, Nicole	MJH	1.0 FTE
Flug, Joshua	MJH	Release .2/retain .8
Abraham, Jo	NJH	1.0 FTE
Nelson, Blaine	NJH	0.6 FTE
Ramirez, Kimberly	NJH	0.4 FTE
Leafblad, Amy	NJH	Release .4/retain .4
Pope, Robert	NJH	1.0 FTE
Tillman, Megan	NJH	1.0 FTE
Suflita, Catherine	NJH	1.0 FTE

BE IT FURTHER RESOLVED that written notice is sent to said teachers regarding termination and nonrenewal of his/her contract as provided by law. A roll call vote was taken and the motion carried unanimously (6, 0).

Moved by Schmid, seconded by Alt, to approve, on a first reading basis, Board Policies 204: *School Board Meeting Minutes*, 205: *Open Meetings and Closed Meetings*, 207: *Public Hearings*, 209: *Code of Ethics*, 210: *Conflict of Interest-School Board Members*, 211: *Criminal or Civil Action Against School District, School, Board Member, Employee or Student*, 212: *School Board Member Development*, 213: *School Board Committees*, 214: *Out-of-State Travel by School Board Members*, 301: *School District Administration*, 302: *Superintendent*, 303: *Superintendent Selection*, 304: *Superintendent Contract, Duties, and Evaluation*, 306: *Administrator Code of Ethics* and rescind policies BDDG, BD, BDE, BBF, BBFA, BCG, BH, BCE, CBA & CBA-R, CBB and AFB. Motion carried unanimously after discussion (6, 0).

Received oral reports from Student Representative Davidson, Superintendent Gothard and Board members Currier, Luth, and VandenBoom.

Moved by Alt, seconded by Schmid, to adjourn at 7:47 p.m. to a

Policies

Reports

Closed Session as Permitted by Minnesota Statutes §13D.03 to Discuss ISD 191's Labor Negotiation Strategy. Motion carried (6, 0).

Adjourn to a closed session

DeeDee Currier, clerk

May 28, 2015
Date Approved

DRAFT

Closed Session Notes
INDEPENDENT SCHOOL DISTRICT 191
May 14, 2015

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

Preliminary

The school board closed session was called to order by Chair VandenBoom at 7:57 p.m. at the Burnsville High School Senior Campus in the Diamondhead Education Center.

Call to Order

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

Attendance

Others in attendance were Dr. Joe Gothard, superintendent; Lisa Rider, executive director of business services; Stacey Sovine, executive director of human resources; and Jami Kenney, executive assistant.

The following item was discussed:

Purpose

- Negotiation Strategy with the Burnsville Education Association.

The closed session adjourned at 8:53 p.m.

Adjourn

s/ DeeDee Currier
DeeDee Currier, clerk

May 28, 2015
Date Approved

**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: May 28, 2015

RE: Recommended Personnel Changes

**Certified
Leave of Absence**

Jennifer VanOekel -Teacher, BHS, requests a 1.0 FTE general leave of absence, effective 2015/16 school year

Recall from Layoff

Julie Beenken -School Nurse, .9 FTE, SO, effective 2015/16 school year

Sheana Eggers *Teacher, .6 FTE BHS and .4 FTE ERJH, effective 2015/16 school year

Lori Henke -School Nurse, .87 FTE, ECSE, effective 2015/16 school year

Allison Millea *Teacher, 1.0 FTE, BHS, effective 2015/16 school year

Nicole Theis -School Nurse, .56 FTE, St. John's, effective 2015/16 school year

Resignation

Heather Knutson *Teacher, VV, effective 6/5/15

Calla Kranz *Teacher, ST, effective 6/5/15

Stephanie Mathews -Teacher, HV, effective 6/5/15

Amy Wilkinson -Teacher (currently on leave), effective 6/5/15

Retirement

Jeff Walsh -Counselor, BHS, after 25 years in the District, effective revised date of 6/9/15

Voluntary Reduction

Lynn Baggot -School Nurse, HB, requests to reduce her contract to .75 FTE, effective 2015/16 school year

Angela Ridgley -School Nurse, WB, requests to reduce her contract to .75 FTE, effective 2015/16 school year

*added to original report
Burnsville-Eagan-Savage #191
Board Meeting – 05/28/2015

Classified
Resignation

Silvia Carrillo

*Custodian, MWS, effective 6/4/15

Retirement

Mary Lu Barrett

*Tech EA, District-wide, after 19 years in the District,
effective 6/4/15

Phyllis Tamasi

*Tech EA, District-wide, after 21 years in the District,
effective 6/4/15



**Agenda II.B.3
May 28, 2015**

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

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

Date: May 22, 2015

Re: Donations

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

RESOLUTION TO APPROVE AND ACCEPT DONATIONS

WHEREAS,

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

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

Moved by: _____

Seconded by: _____

Members in favor of the motion:

Members opposed:

Whereupon said Resolution was declared duly passed and adopted on May 28, 2015.

Bob VandenBoom
Chair - Board of Education

DeeDee Currier
Clerk – Board of Education

Date	Donor	Recipient	Terms	Donation
5/12/2015	Burnsville Lions	Burnsville High School	2015 Hall of Fame	\$1,000.00
5/12/2015	Burnsville Lion's Club	Burnsville High School	Team 3184 Blaze Robotics	\$5,000.00
5/6/2015	Michael J Smith-General Dynamics Mission Systems	John Metcalf Junior High	STEM Program	\$150.00
5/12/2015	Jonathan Peterson Store Manager of Office Max	Harriet Bishop Elementary	Students and Staff	Four boxes of supplies to be used by teachers and students
5/19/2015	Burnsville Lions, Macy's, & RIF	Sioux Trail Elementary	Books for Brainpower in Backpack	35 books
5/20/2015	Chason-BP Cedar Diffley	John Metcalf Junior High	PRIDE Program Incentives	\$292.90
5/15/2015	HealthForce Minnesota	ISD 191	Grant to support development of a Health Sciences Pathway, including curricula, college credit, and work-based learning activities.	\$10,000 to a partnership effort with Inver Hills Community College (\$5,000 specifically to ISD 191)

Total monetary contributions to accept: **\$16,442.90**



**Agenda II.B.4
May 28th, 2015**

TO: Dr. Joe Gothard, Superintendent and Board of Education
FROM: Lisa K. Rider, Executive Director of Business Services
DATE: May 28th, 2015
RE: April Payroll, Claims and Receipts

RECOMMENDATION: That the Board approves April payroll checks numbered 718092-718121, and Direct Deposit notices numbered 569485-572538, in the net amount of \$3,766,953.64. Apr & May claims to date represented by checks numbered 439308-439938, 1012861-1013054, 108-111, and 101045-101047 and wire transfers and adjustments totaling \$7,282,375.76. Also, that the Board accepts Apr receipts of \$12,743,061.01 and investments for the General Fund, 2012A Alt Facilities, and OPEB of \$44,082,642.55 as of April 30, 2015.

April payroll, wire transfers, claims and receipts have been prepared under the direction of Gordon Winterlin, Director of Accounting, and are presented for approval by the School Board. I would be glad to answer any questions.

LKR/mw

**INDEPENDENT SCHOOL DISTRICT 191
FINANCIAL REPORT
APRIL 2015**

Cash Receipts

Receipts	\$12,743,061.01
Miscellaneous Adjustments	<u>\$0.00</u>

TOTAL APR CASH RECEIVED 12,743,061.01

CASH DISBURSEMENTS

Apr

Regular Payroll Checks	718092-718121	\$3,766,953.64
Direct Deposit Notices	569485-572538	

Mar Payables previously approved:		\$275,868.15
Apr Claims previously approved:		\$361,628.03

Apr Claims:	439308-439572	\$1,320,557.87
	108-111	
	1012861-1013010	
	101045-101047	

Apr Wire Transfers		\$5,193,620.38
Miscellaneous Adjustments		<u>\$12,599.29</u>

TOTAL APR CASH DISBURSED 10,931,227.36

TOTAL EXPENSES TO BE APPROVED

Apr Cash Disbursed		\$10,931,227.36
Less: Items Previously Approved		-\$637,496.18

Plus: Apr Payables	439573-439663	\$303,430.63
Checks	439850-439938	

May Claims:		
Checks	439664-439849	\$452,167.59
	1013011-1013054	

TOTAL TO BE APPROVED 11,049,329.40

	<u>Money Market</u>	(Original Cost) <u>Investments</u>	<u>Total 04/30/2015</u>
GENERAL FUND	\$526,806.28	\$19,173,400.00	\$19,700,206.28
OPEB	\$202,792.66	\$10,154,062.00	\$10,356,854.66
OPEB EQUITY INV THROUGH MARCH 31, 2015	\$34,203.04	\$4,569,922.50	\$4,604,125.54
2012A ALT FACILITIES	\$1,653,081.40	\$4,246,078.90	\$5,899,160.30
ALT FACILITY FUND	<u>\$522,295.77</u>	<u>\$3,000,000.00</u>	<u>\$3,522,295.77</u>
	<u>\$2,939,179.15</u>	<u>\$41,143,463.40</u>	<u>\$44,082,642.55</u>

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

BURNSVILLE ISD 191 / GENERAL FUND

2960

Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
CDR	193423	8	2/6/14	2/4/16	LegacyTexas Bank / ViewPoint Bank (MHC)	\$140,667.23	\$139,432.01	0.449
CDR	193423	9	2/6/14	2/4/16	Mutual of Omaha Bank	\$124,399.26	\$123,306.89	0.449
CD	194320	1	3/3/14	3/14/16	POST OAK BANK, NA	\$249,914.78	\$247,900.00	0.400
CD	194321	1	3/3/14	3/14/16	PREMIER BANK	\$249,927.32	\$248,100.00	0.362
CD	194322	1	3/3/14	3/14/16	INDEPENDENT BANK / BANK OF HOUSTON	\$249,965.07	\$248,200.00	0.350
CD	194323	1	3/3/14	3/14/16	STATE BANK OF DAVIS	\$249,932.51	\$248,200.00	0.348
CD	194324	1	3/3/14	3/14/16	LENA STATE BANK	\$249,927.31	\$248,200.00	0.342
CD	208545	1	4/2/15	4/1/16	STATE BANK OF INDIA (NY)	\$249,952.09	\$249,300.00	0.262
CD	208546	1	4/2/15	4/1/16	BANCO POPULAR NORTH AMERICA	\$82,505.75	\$82,300.00	0.250
CD	208547	1	4/2/15	4/1/16	BANCO POPULAR NORTH AMERICA	\$84,210.00	\$84,000.00	0.250
CD	208548	1	4/2/15	4/1/16	BANCO POPULAR NORTH AMERICA	\$83,207.50	\$83,000.00	0.250
SEC	34466	1	4/9/15	4/6/16	Bank Of India Certificate of Deposit	\$248,000.00	\$248,000.00	0.351
SEC	34467	1	4/16/15	4/15/16	Synovus Bank Certificate of Deposit	\$248,000.00	\$248,000.00	0.250
CD	208542	1	4/2/15	7/26/16	METROPOLITAN COMMERCIAL BANK	\$249,959.80	\$249,000.00	0.293
CD	208543	1	4/2/15	7/26/16	ROCKFORD B&TC	\$249,959.80	\$249,000.00	0.293
CD	208544	1	4/2/15	7/26/16	GREAT MIDWEST BANK	\$249,946.44	\$249,300.00	0.197

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

Total Amount --> \$19,790,521.80 \$19,700,206.28

Time and Dollar Weighted Portfolio Yield: 0.309 %

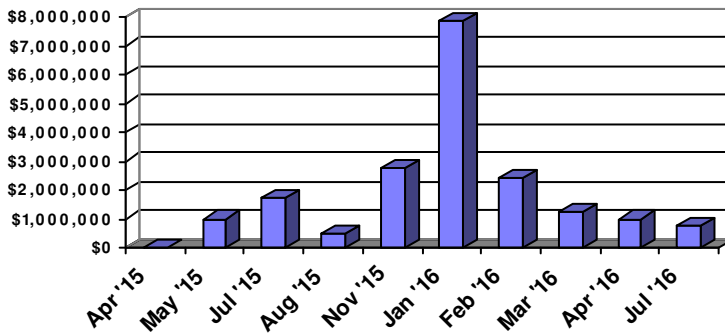
Weighted Average Portfolio Maturity: 236.88 Days

MM: 2.67%

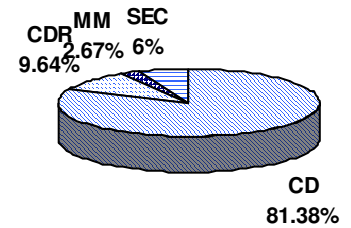
CD's: 81.39%

CP: 0.00%

SEC: 6.29%



Portfolio Maturity Summary - Maturing \$/Month



Portfolio Allocation by Transaction Type



Total Portfolio Report CAR

As of: 4/30/15

PMA Financial Network, Inc.

2135 CityGate Lane
 7th Floor
 Naperville, Illinois 60563
 Telephone . 630-657-6400
 Facsimile . 630-718-8701

BURNSVILLE ISD 191 / 2009 OPEB TRUST

3596

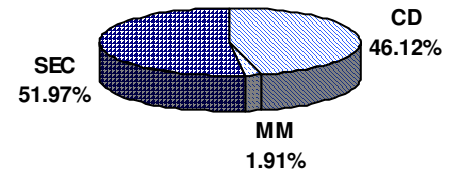
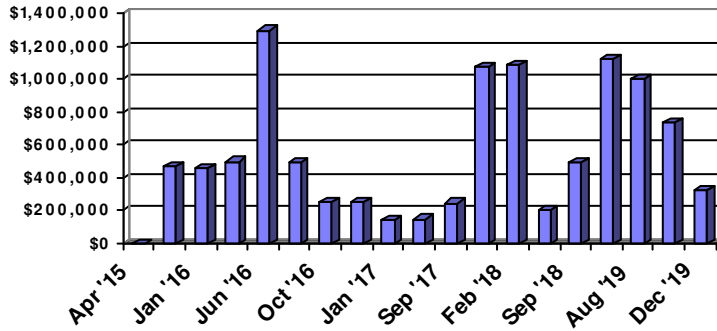
Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
MM					Investment Shares Portfolio	\$202,792.66	\$202,792.66	
SEC	22574	1	6/29/09	6/1/15	CEDAR RAPIDS IOWA REF TAXABLE CAP	\$470,000.00	\$470,000.00	3.250
CD	181996	1	1/16/13	1/19/16	BANK OF THE WEST	\$249,980.28	\$246,200.00	0.510
CD	181997	1	1/16/13	1/19/16	MIDLAND STATES BANK	\$206,595.48	\$203,800.00	0.456
CD	182847	1	2/19/13	2/19/16	EAST BOSTON SAVINGS BANK	\$249,956.54	\$245,900.00	0.550
CD	182848	1	2/19/13	2/19/16	BRIDGEWATER BANK	\$249,899.41	\$245,800.00	0.556
CD	186939	1	6/21/13	6/21/16	FIFTH THIRD BANK	\$155,206.99	\$152,000.00	0.703
CD	187204	1	6/27/13	6/27/16	FIFTH THIRD BANK	\$92,008.39	\$90,000.00	0.743
SEC	29761	1	6/28/13	6/28/16	BMW Bank Of North America Certificate of Deposit	\$249,000.00	\$249,000.00	0.753
CD	208035	1	3/24/15	6/30/16	CFG COMMUNITY BANK	\$249,921.56	\$248,500.00	0.450
CD	208036	1	3/24/15	6/30/16	IDB BANK- NY	\$100,497.94	\$100,000.00	0.392
CD	208037	1	3/24/15	6/30/16	GBC INTERNATIONAL BANK	\$203,045.66	\$202,500.00	0.212
SEC	34379	1	3/30/15	6/30/16	Safra National Bank Certificate of Deposit	\$249,000.00	\$249,000.00	0.360
CD	187467	1	7/2/13	7/5/16	FIRST CAPITAL BANK	\$249,919.20	\$244,400.00	0.750
CD	187468	1	7/2/13	7/5/16	LUANA SAVINGS BANK	\$248,891.44	\$245,200.00	0.500
SEC	31043	1	10/23/13	10/24/16	Sallie Mae Bank Certificate of Deposit	\$248,000.00	\$248,000.00	1.155
CD	187466	1	7/2/13	11/14/16	DAKOTA COMMUNITY BANK	\$249,965.13	\$244,200.00	0.700
CD	192889	1	1/13/14	1/13/17	FAR EAST NATIONAL BANK	\$144,811.46	\$140,800.00	0.949
SEC	23783	1	12/20/10	2/1/17	Woodridge Illinois Taxable	\$150,000.00	\$150,000.00	3.350
SEC	30736	1	9/25/13	9/25/17	Cit Bank Certificate of Deposit	\$247,000.00	\$247,000.00	1.508
CD	205079	1	1/8/15	1/8/18	FIRST FREEDOM BANK	\$164,252.21	\$159,400.00	1.012
CD	205080	1	1/8/15	1/8/18	TRUSTONE FINANCIAL FEDERAL CREDIT UNION	\$249,684.73	\$241,600.00	1.111
CD	205081	1	1/8/15	1/8/18	HIBERNIA BANK	\$207,054.62	\$201,000.00	1.003
CD	192888	1	1/13/14	1/16/18	INDUSTRIAL & COMMERCIAL BANK OF CHINA	\$210,686.40	\$200,000.00	1.332
SEC	33742	1	1/14/15	1/16/18	Goldman Sachs Bank USA Certificate of Deposit	\$248,000.00	\$248,000.00	1.404
CD	205817	1	2/3/15	2/5/18	ADIRONDACK BANK	\$240,475.35	\$234,000.00	0.921
CD	205818	1	2/3/15	2/5/18	FIRST NB OF MCGREGOR	\$102,681.43	\$100,000.00	0.891
CD	205819	1	2/3/15	2/5/18	FIRST NATIONAL BANK	\$249,815.96	\$243,000.00	0.932
SEC	33857	1	2/5/15	2/5/18	Ally Bank Certificate of Deposit	\$248,000.00	\$248,000.00	1.154
CD	182782	1	2/15/13	2/15/18	PLAINS COMMERCE BANK	\$249,902.70	\$236,400.00	1.142
CD	208034	1	3/24/15	3/26/18	PEAPACK-GLADSTONE BANK	\$208,860.51	\$203,000.00	0.960
SEC	30731	1	9/25/13	9/25/18	Discover Bank Certificate of Deposit	\$247,000.00	\$247,000.00	2.013
SEC	30738	1	9/25/13	9/25/18	Compass Bank Certificate of Deposit	\$247,000.00	\$247,000.00	1.962
CD	192886	1	1/13/14	1/14/19	M.Y. SAFRA BANK	\$248,142.42	\$228,500.00	1.717
CD	192887	1	1/13/14	1/14/19	STEARNS BANK NA (N)	\$248,500.88	\$230,700.00	1.542
SEC	28287	1	10/9/12	1/15/19	Lakewood Township NJ Ref	\$630,000.00	\$630,000.00	1.580
SEC	28397	1	11/15/12	8/15/19	DENTON TX INDEP SCH DIST TXBL -REF -SER C	\$1,000,000.00	\$1,000,000.00	1.520
SEC	28355	1	10/19/12	10/1/19	COOK CNTY IL HIGH SCH DIST #205 THORNTON TWP	\$350,000.00	\$350,000.00	1.939
SEC	28316	1	10/15/12	10/15/19	ABERDEEN TWP NJ REF	\$390,000.00	\$390,000.00	1.570
SEC	28317	1	10/16/12	12/1/19	FAIRFIELD & UNION OH LOCAL SCH DIST	\$330,000.00	\$294,162.00	1.620

Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
<i>Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated only on the CD, CP, & SEC desk.</i>						Total Amount -->	\$10,536,549.35	\$10,356,854.66

Time and Dollar Weighted Portfolio Yield: 1.382 %

Weighted Average Portfolio Maturity: 907.09 Days

MM: 1.96%
CD's: 47.19%
CP: 0.00%
SEC: 50.86%



Portfolio Allocation by Transaction Type



Total Portfolio Report CAR

As of: 4/30/15

PMA Financial Network, Inc.

2135 CityGate Lane
7th Floor
Naperville, Illinois 60563
Telephone . 630-657-6400
Facsimile . 630-718-8701

BURNSVILLE ISD 191 / 2012A ALT FACILITY

5070

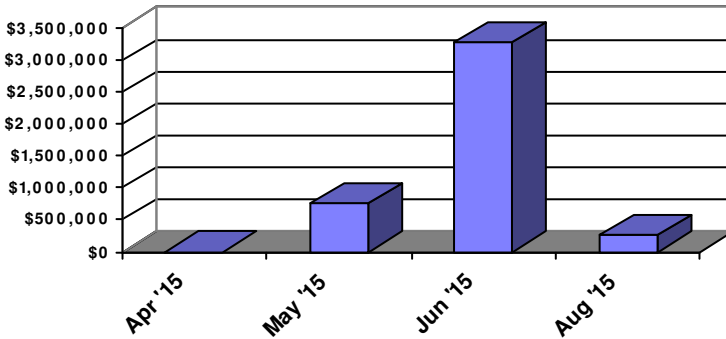
Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
MM					Investment Shares Portfolio	\$1,653,081.40	\$1,653,081.40	
SDA					Savings Deposit Account - CITIBANK (SDA) C	\$78.90	\$78.90	
CD	196868	1	5/28/14	5/28/15	LANDMARK COMMUNITY BANK	\$249,379.14	\$248,900.00	0.193
CD	196869	1	5/28/14	5/28/15	MAINSTREET BANK	\$249,454.09	\$249,000.00	0.182
CD	196870	1	5/28/14	5/28/15	CHEROKEE STATE BANK	\$249,952.01	\$249,500.00	0.181
CD	197351	1	6/4/14	6/4/15	WESTERN ALLIANCE BANK / TORREY PINES BANK	\$3,005,400.00	\$3,000,000.00	0.180
CD	196867	1	5/28/14	6/15/15	ENERBANK USA	\$249,823.19	\$249,300.00	0.200
CD	196866	1	5/28/14	8/31/15	FREEMPORT STATE BANK	\$249,928.38	\$249,300.00	0.200
Total Amount -->						\$5,907,097.11	\$5,899,160.30	

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

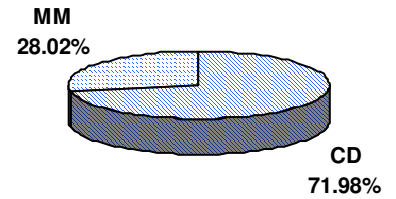
Time and Dollar Weighted Portfolio Yield: 0.186 %

Weighted Average Portfolio Maturity: 28.49 Days

MM: 28.02%
CD's: 71.98%
CP: 0.00%
SEC: 0.00%



Portfolio Maturity Summary - Maturing \$/Month



Portfolio Allocation by Transaction Type



Total Portfolio Report CAR

As of: 4/30/15

PMA Financial Network, Inc.

2135 CityGate Lane
7th Floor
Naperville, Illinois 60563
Telephone . 630-657-6400
Facsimile . 630-718-8701

BURNSVILLE ISD 191 / ALT FACILITY FUND

5298

Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
MM					Investment Shares Portfolio	\$522,295.77	\$522,295.77	
CD	197350	1	6/4/14	6/4/15	WESTERN ALLIANCE BANK / TORREY PINES BANK	\$3,005,400.00	\$3,000,000.00	0.180

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

Total Amount --> **\$3,527,695.77** **\$3,522,295.77**

Time and Dollar Weighted Portfolio Yield: **0.180 %**

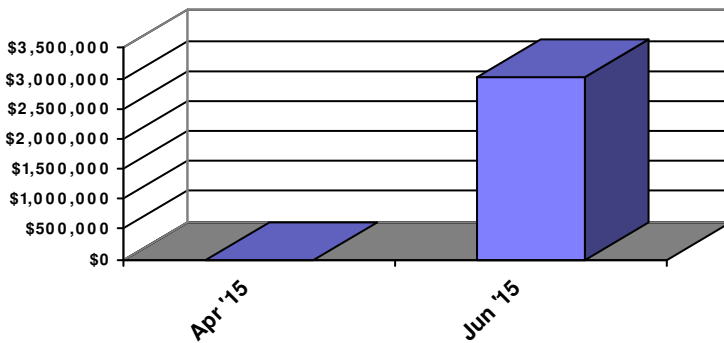
Weighted Average Portfolio Maturity: **29.81 Days**

MM: 14.83%

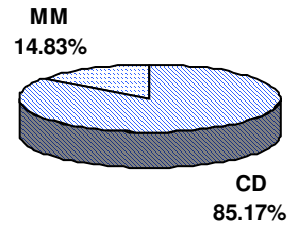
CD's: 85.17%

CP: 0.00%

SEC: 0.00%



Portfolio Maturity Summary - Maturing \$/Month



Portfolio Allocation by Transaction Type

April 2015

Wire Transfers

Date	From	To	Amount	For
040115	MSDLAF	Medica	98,672.93	Health Insurance
040115	MSDLAF	Teacher's Federal Credit Union	39,313.15	March 30th Payroll - Teacher's Dues
040115	MSDLAF	People's Bank	174,979.65	March 30th Payroll - TSA
040115	MSDLAF	State of Minnesota	3,266.53	March 30th Payroll - Child Support
040115	MSDLAF	Internal Revenue Service	767,490.14	March 30th Payroll - Federal Taxes
040115	MSDLAF	State of Minnesota	123,992.13	March 30th Payroll - State Taxes
040115	MSDLAF	Medica	422,071.29	Health Insurance
040215	State of Minnesota	MSDLAF	2,577.71	MN State - MMB
040315	MSDLAF	Corporate Health	10,616.28	Medical Claims
040315	MSDLAF	Corporate Health	15,718.21	Flex Claims
040615	MSDLAF	Delta Dental	30,976.83	Dental Insurance
040715	MSDLAF	US Bank	10,000.00	Payment Plus Prefunding Wire
040715	MSDLAF	US Bank	150,000.00	P Card Prefunding Wire
040815	State of Minnesota	MSDLAF	25,983.51	MN State - MMB
040815	MSDLAF	Medica	378,948.52	Health Insurance
040915	State of Minnesota	MSDLAF	6,068.29	MN State - MMB
041015	MSDLAF	TRA	348,116.37	March 30th Payroll - TRA
041015	MSDLAF	PERA	106,548.90	March 30th Payroll - PERA
041015	MSDLAF	Corporate Health	14,450.74	Medical Claims
041015	MSDLAF	Corporate Health	11,894.69	Flex Claims
041515	State of Minnesota	MSDLAF	4,312,998.77	MN State - MMB
041515	MSDLAF	Neopost	5,000.00	Postage
041515	MSDLAF	Medica	253,565.51	Health Insurance
041615	State of Minnesota	MSDLAF	261,455.47	MN State - MMB
041615	MSDLAF	Teacher's Federal Credit Union	39,349.39	April 15th Payroll - Teacher's Dues
041615	MSDLAF	People's Bank	175,140.63	April 15th Payroll - TSA
041615	MSDLAF	State of Minnesota	3,266.53	April 15th Payroll - Child Support
041615	MSDLAF	Internal Revenue Service	716,045.33	April 15th Payroll - Federal Taxes
041615	MSDLAF	State of Minnesota	116,739.20	April 15th Payroll - State Taxes

April 2015

Wire Transfers

Date	From	To	Amount	For
041615	MSDLAF	Delta Dental	33,690.98	Dental Insurance
041715	MSDLAF	Corporate Health	19,000.06	Medical Claims
041715	MSDLAF	Corporate Health	19,549.82	Flex Claims
042215	State of Minnesota	MSDLAF	2,516.72	MN State - MMB
042215	MSDLAF	Delta Dental	20,782.43	Dental Insurance
042215	MSDLAF	Medica	253,205.51	Health Insurance
042315	State of Minnesota	MSDLAF	231,940.72	MN State - MMB
042415	Dakota County	MSDLAF	8,768.00	Q2, 2015 LCTS Payment
042415	MSDLAF	Corporate Health	19,548.34	Medical Claims
042415	MSDLAF	Corporate Health	7,129.95	Flex Claims
042715	MSDLAF	TRA	342,834.46	March 15th Payroll - TRA
042715	MSDLAF	PERA	104,402.82	March 15th Payroll - PERA
042915	MSDLAF	Delta Dental	15,727.30	Dental Insurance
042915	MSDLAF	Medica	334,218.13	Health Insurance
043015	MSDLAF	Teacher's Federal Credit Union	39,516.43	April 30th Payroll - Teacher's Dues
043015	MSDLAF	People's Bank	174,389.73	April 30th Payroll - TSA wire
043015	State of Minnesota	MSDLAF	7,166,112.67	MN State - MMB

Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
1	1012861		\$9.78	04/15/15	88888	18104	ABBOTT, MARK M
1	1012862		\$32.26	04/15/15	88888	13406	ALLEN, SUSAN M
1	1012863		\$57.00	04/15/15	88888	17934	ANDERSON, ESTHER R
1	1012864		\$72.45	04/15/15	88888	7269	BARTH, TAMI RAE
1	1012865		\$58.00	04/15/15	88888	15549	BECKER, BRENDA S
1	1012866		\$7.13	04/15/15	88888	17156	BOMSTA, LYLE J
1	1012867		\$40.54	04/15/15	88888	15074	CHAMERLIK, KAREN
1	1012868		\$23.46	04/15/15	88888	17216	CHOUANARD, MARY E
1	1012869		\$386.72	04/15/15	88888	16319	CONNELL, PAUL J
1	1012870		\$83.38	04/15/15	88888	17322	CZAPAR, KELLY N
1	1012871		\$16.94	04/15/15	88888	17677	GLAS, JOHN M
1	1012872		\$211.62	04/15/15	88888	15682	GONZALEZ, MEGAN
1	1012873		\$758.89	04/15/15	88888	16514	GRAFF, SALLY M
1	1012874		\$436.08	04/15/15	88888	16514	GRAFF, SALLY M
1	1012875		\$43.85	04/15/15	88888	14501	HARRISON, STACY LYNN
1	1012876		\$82.22	04/15/15	88888	7255	HAUER, PAMELA A
1	1012877		\$47.52	04/15/15	88888	14652	HERKENHOFF, PATRICIA ANN
1	1012878		\$66.75	04/15/15	88888	12301	HJERMSTAD, HEATHER
1	1012879		\$22.43	04/15/15	88888	9267	HOLDEN, MATTHEW J
1	1012880		\$1,086.20	04/15/15	88888	3547	HUGSTAD-VAA, JENNIFER JO
1	1012881		\$29.21	04/15/15	88888	18388	JORGENSEN, STEPHANIE
1	1012882		\$19.63	04/15/15	88888	10810	JOROENSEN, KATHLEEN A
1	1012883		\$56.93	04/15/15	88888	13290	LINDELL, MICHELLE M
1	1012884		\$50.00	04/15/15	88888	18564	LONG, MICHAEL A
1	1012885		\$35.00	04/15/15	88888	17146	MCDONALD, PATRICIA A
1	1012886		\$19.84	04/15/15	88888	15133	MOBERG, CARLENE
1	1012887		\$23.00	04/15/15	88888	13693	NEAL, BRYENY B
1	1012888		\$88.00	04/15/15	88888	7748	NELSON, KIRK A
1	1012889		\$22.38	04/15/15	88888	17716	NEWBY, MATTHEW
1	1012890		\$44.63	04/15/15	88888	15386	ORLICH-SULLIVAN, MEGAN
1	1012891		\$185.10	04/15/15	88888	12351	PORTER, JANICE
1	1012892		\$2,040.00	04/15/15	88888	12351	PORTER, JANICE
1	1012893		\$36.51	04/15/15	88888	18288	REMSING, JODY L
1	1012894		\$62.50	04/15/15	88888	18026	ROCKE, MARGARET PAGE
1	1012895		\$40.94	04/15/15	88888	16194	SCALZO, KRISTIN
1	1012896		\$61.34	04/15/15	88888	14484	SCHMEICHEL, LINDA
1	1012897		\$640.82	04/15/15	88888	17487	SOVINE, STACEY
1	1012898		\$104.31	04/15/15	88888	14961	SPRY, KARIE
1	1012899		\$29.90	04/15/15	88888	17296	SWENSON, JENELLE M
1	1012900		\$29.79	04/15/15	88888	18286	TEICH, JESSICA A
1	1012901		\$75.00	04/15/15	88888	10288	TOMOSON, RHONDA G
1	1012902		\$19.99	04/15/15	88888	18329	VINS, MARIELLE F

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Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
1	1012903		\$16.00	04/15/15	88888	15911	WILLSON, DAWN M
1	1012904		\$13.60	04/15/15	88888	11895	WITTENKELLER, JANE E
1	1012905		\$75.00	04/22/15	88888	17819	ABRAHAMSON, JONATHAN
1	1012906		\$10.00	04/22/15	88888	7817	AMUNDSON, JANE E
1	1012907		\$20.13	04/22/15	88888	7817	AMUNDSON, JANE E
1	1012908		\$159.97	04/22/15	88888	12377	ANDERSON, MELISSA
1	1012909		\$8.62	04/22/15	88888	6956	ASHLEY, MARY K
1	1012910		\$65.15	04/22/15	88888	9749	BLAIR, MICHAEL E.
1	1012911		\$131.10	04/22/15	88888	18367	BLONS, LLIANE M
1	1012912		\$8.40	04/22/15	88888	17981	BLOOD, KELSEY JO
1	1012914		\$53.48	04/22/15	88888	8189	BRAUN, JEAN C
1	1012915		\$31.44	04/22/15	88888	17742	BUCK, REBECCA L
1	1012916		\$19.50	04/22/15	88888	18513	BYRNES, NICOLE
1	1012917		\$1,196.57	04/22/15	88888	16319	CONNELL, PAUL J
1	1012918		\$39.05	04/22/15	88888	9750	CORONIS, ANTHONY L
1	1012919		\$9.98	04/22/15	88888	16920	DETLING, AMY LYN
1	1012920		\$405.00	04/22/15	88888	11355	DUETHMAN, ELIZABETH A
1	1012921		\$115.17	04/22/15	88888	17464	EDMONSON, SUSAN L
1	1012922		\$75.97	04/22/15	88888	18316	EDWARDS, LAURA J
1	1012923		\$14.34	04/22/15	88888	13256	FANDRICH, KARI M
1	1012924		\$167.88	04/22/15	88888	16001	FRITZ, KIMBERLY A
1	1012925		\$17.10	04/22/15	88888	16244	GILBERTSON, SHERRY A
1	1012926		\$20.00	04/22/15	88888	16654	GILRAY, REBECCA J
1	1012927		\$415.00	04/22/15	88888	18003	GOELDNER, DREW S
1	1012928		\$106.81	04/22/15	88888	15209	GRANT, HEIDI A
1	1012929		\$22.31	04/22/15	88888	16683	HREHA, JUSTIN T
1	1012930		\$42.39	04/22/15	88888	9394	HUEMOELLER, MICHAEL T
1	1012931		\$60.64	04/22/15	88888	13396	HUTCHINSON, JENNIFER L
1	1012932		\$396.22	04/22/15	88888	18297	KOCH, REBECCA M
1	1012933		\$39.96	04/22/15	88888	12303	LOESCH, JAKE
1	1012934		\$27.77	04/22/15	88888	17435	LUND, ELLIOTT J
1	1012935		\$46.54	04/22/15	88888	10819	MAIDMENT, LORI
1	1012936		\$42.00	04/22/15	88888	18356	NESS, KATIE L
1	1012937		\$34.95	04/22/15	88888	7820	PAULY, LYNN L
1	1012938		\$8.78	04/22/15	88888	16103	PILNEY, MAUREEN A
1	1012939		\$50.00	04/22/15	88888	17176	POLLITT, LINDSEY M
1	1012940		\$75.00	04/22/15	88888	11522	RAMLOW, NANCY
1	1012941		\$158.18	04/22/15	88888	10890	RETHLAKE-HOMOLKA, PAM
1	1012942		\$20.12	04/22/15	88888	15803	RIGGS, JEANINE L
1	1012943		\$7.87	04/22/15	88888	17910	RING, KATLIN
1	1012944		\$156.92	04/22/15	88888	8937	SAMPERS, CYNTHIA
1	1012945		\$40.25	04/22/15	88888	11825	SIEBER, ANDREA

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Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
1	1012987		\$93.86	04/29/15	88888	15112	NELSON, TARA A
1	1012988		\$5.00	04/29/15	88888	10313	OLSON, AMY
1	1012989		\$843.29	04/29/15	88888	8627	ORTH, STEVEN D. R.
1	1012990		\$1,610.39	04/29/15	88888	8627	ORTH, STEVEN D. R.
1	1012991		\$23.40	04/29/15	88888	17903	PETROSKEY, KELLIE A
1	1012992		\$24.26	04/29/15	88888	16669	PETTINELLI, STEPHEN M
1	1012993		\$200.00	04/29/15	88888	16166	RIDER, LISA K
1	1012994		\$31.63	04/29/15	88888	7829	ROCZNAK, EUGENE A
1	1012995		\$45.54	04/29/15	88888	18334	SHANLEY, SARAH J
1	1012996		\$200.00	04/29/15	88888	17487	SOVINE, STACEY
1	1012997		\$106.95	04/29/15	88888	16213	STAHLY, JANICE
1	1012998		\$200.00	04/29/15	88888	18287	STANLEY, STACIE L
1	1012999		\$92.87	04/29/15	88888	15288	STAPP, BENJAMIN
1	1013000		\$84.00	04/29/15	88888	15288	STAPP, BENJAMIN
1	1013001		\$80.81	04/29/15	88888	6874	STEAD, AMY JO
1	1013002		\$17.98	04/29/15	88888	6874	STEAD, AMY JO
1	1013003		\$51.45	04/29/15	88888	6874	STEAD, AMY JO
1	1013004		\$59.93	04/29/15	88888	6874	STEAD, AMY JO
1	1013005		\$50.00	04/29/15	88888	17169	VAUGHT, ELIZABETH C
1	1013006		\$52.21	04/29/15	88888	10299	WEIGHTMAN, ELIZABETH C
1	1013007		\$17.83	04/29/15	88888	15911	WILLSON, DAWN M
1	1013008		\$200.00	04/29/15	88888	18405	WINTERLIN, GORDON D
1	1013009		\$145.00	04/29/15	88888	10972	WITTNEBEL, KATHY
1	1013010		\$68.31	04/29/15	88888	14127	ZONDAG, KIMBERLY
1	1013011		\$405.00	05/06/15	88888	9302	BOHR, JENNIFER L
1	1013012		\$108.68	05/06/15	88888	10290	BRADY, STEVE
1	1013013		\$61.70	05/06/15	88888	18265	BROWN, JACKLYN D
1	1013014		\$232.60	05/06/15	88888	14969	DEMPSEY, JODI JEAN
1	1013015		\$10.12	05/06/15	88888	11345	DILLE, BARBARA L
1	1013016		\$64.04	05/06/15	88888	16320	GEDDES, RICHARD W
1	1013017		\$18.40	05/06/15	88888	18002	GOLDSMITH, EMILY R
1	1013018		\$25.30	05/06/15	88888	7304	GOSSMAN, LISA ANN
1	1013019		\$26.51	05/06/15	88888	15209	GRANT, HEIDI A
1	1013020		\$80.89	05/06/15	88888	15209	GRANT, HEIDI A
1	1013021		\$13.00	05/06/15	88888	18369	HAGEL, AVERVEL F
1	1013022		\$74.85	05/06/15	88888	11818	HAMMER, JEFFREY
1	1013023		\$105.87	05/06/15	88888	8737	HAMMES, TIMOTHY
1	1013024		\$48.00	05/06/15	88888	8737	HAMMES, TIMOTHY
1	1013025		\$148.30	05/06/15	88888	8737	HAMMES, TIMOTHY
1	1013026		\$301.18	05/06/15	88888	18289	HARVES, NICOLE R
1	1013027		\$66.13	05/06/15	88888	18465	HAYS, TAYLOR E
1	1013028		\$35.49	05/06/15	88888	17771	HELWIG, KRISTINE K

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Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
1	1013029		\$10.75	05/06/15	88888	17771	HELWIG, KRISTINE K
1	1013030		\$75.00	05/06/15	88888	6687	HILL, GWEN LOUISE
1	1013031		\$74.00	05/06/15	88888	11153	HOLEWA, MARY A
1	1013032		\$25.31	05/06/15	88888	17755	JOHNSON, CORY CHARLES
1	1013033		\$33.67	05/06/15	88888	8287	KRUPKE, GRETA
1	1013034		\$78.20	05/06/15	88888	11807	MAKI, CATHY
1	1013035		\$68.43	05/06/15	88888	11807	MAKI, CATHY
1	1013036		\$37.00	05/06/15	88888	14675	NEISEN, LUANN M
1	1013037		\$34.47	05/06/15	88888	18306	REICHERT, KRISTEN K
1	1013038		\$27.96	05/06/15	88888	17656	RIPHENBURG, WENDY A
1	1013039		\$28.22	05/06/15	88888	16459	SCHERER, DEBRA M
1	1013040		\$151.92	05/06/15	88888	13651	SEXTON, MARCIA
1	1013041		\$212.64	05/06/15	88888	4356	SIMON, GLENN D.
1	1013042		\$111.90	05/06/15	88888	17542	SMITH, JACQUELINE J
1	1013043		\$40.03	05/06/15	88888	16046	STRAHOTA, SARA J
1	1013044		\$154.09	05/06/15	88888	18031	THOMAS, JESSICA
1	1013045		\$55.32	05/06/15	88888	17462	TINKLENBERG, AARON D
1	1013046		\$35.88	05/06/15	88888	17462	TINKLENBERG, AARON D
1	1013047		\$104.08	05/06/15	88888	13898	TORGERSEN, SHERRY LYNN
1	1013048		\$26.57	05/06/15	88888	16629	VILLAS, HOLLIE R
1	1013049		\$45.98	05/06/15	88888	16905	WADELL, DANIELLE M
1	1013050		\$50.95	05/06/15	88888	12647	WALLER MCDEVITT, JENNIFER
1	1013051		\$126.21	05/06/15	88888	6624	WESSEN, JANE E
1	1013052		\$154.10	05/06/15	88888	15911	WILLSON, DAWN M
1	1013053		\$19.78	05/06/15	88888	10972	WITTNEBEL, KATHY
1	1013054		\$29.00	05/06/15	88888	11601	ZEIMET, EDWARD
Check Count	193	Grand Total	\$27,883.22				

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	439308		\$5,750.00	04/14/15	00673	0	BURNSVILLE, CITY OF
4	439309		\$240.00	04/14/15	28551	0	ADVANCED IMAGING SOLUTIONS
4	439310		\$315.00	04/14/15	23909	0	ALEMENY-JONES, AUREA
4	439311		\$60.00	04/14/15	27129	0	ALI, AMAAL
4	439312		\$792.80	04/14/15	01365	0	AMERIPRIDE LINEN AND APPAREL SERVICES
4	439313		\$202.50	04/14/15	28401	0	CHOY, KEREN
4	439314		\$195.00	04/14/15	28260	0	CHOY, SERGIO R.
4	439315		\$180.00	04/14/15	25919	0	CORDOVA, LETICIA
4	439316		\$108.48	04/14/15	00645	0	CUB FOODS
4	439317		\$58,082.29	04/14/15	00809	0	DAKOTA ELECTRIC ASSOCIATION
4	439318		\$79.00	04/14/15	00000	9364	DAY, BARBARA
4	439319		\$142.50	04/14/15	27880	0	DUNKLEE, KATHERINE
4	439320		\$139.05	04/14/15	09272	2	ECM PUBLISHERS, INC.
4	439321		\$1,564.00	04/14/15	23990	0	FUTURA LANGUAGE PROFESSIONALS
4	439322		\$13.55	04/14/15	00001	1646	GJORVAD, ANTHONY
4	439323		\$28.50	04/14/15	28337	0	HARTMAN, DANIEL
4	439324		\$79.00	04/14/15	E0016	0	HERRMANN, ROSINA
4	439325		\$65.00	04/14/15	00000	621	KEELER, PATRICIA
4	439326		\$80.00	04/14/15	26282	0	LEE, WAI YEE
4	439327		\$79.00	04/14/15	00000	488	LINS, ELIZABETH
4	439328		\$80.00	04/14/15	08865	13	METRO ECSU
4	439329		\$355.39	04/14/15	23914	0	MIDWEST VENDING
4	439330		\$32,675.74	04/14/15	03029	1	MINNESOTA ENERGY RESOURCES CORPORATION
4	439331		\$212.10	04/14/15	03770	3	MINNESOTA POLLUTION CONTROL AGENCY - MPCA
4	439332		\$130.00	04/14/15	29160	0	MINNESOTA QUIZ BOWL ALLIANCE (MQBA)
4	439333		\$12,035.24	04/14/15	07448	0	MINNESOTA VALLEY ELECTRIC COOPERATIVE
4	439334		\$330.00	04/14/15	03870	0	MN LANDSCAPE ARBORETUM
4	439335		\$116.24	04/14/15	03519	0	NAPA AUTO PARTS
4	439336		\$221.00	04/14/15	28905	0	NICE GUY TECHNOLOGY LLC
4	439337		\$435.00	04/14/15	26842	0	PERALTA, GERMAN
4	439338		\$675.00	04/14/15	24879	0	PEREZ, MELISSA M.
4	439339		\$510.00	04/14/15	26064	0	PRINTEEZ & PROMOTION
4	439340		\$210.00	04/14/15	22793	0	RABINOWICZ, JACK
4	439341		\$60.00	04/14/15	21343	0	RAMACHER, THUY
4	439342		\$30.00	04/14/15	00000	2372	RAMBAUM, AMANDA
4	439343		\$2,409.49	04/14/15	29158	0	REID, GUYNEL
4	439344		\$13.20	04/14/15	00001	1645	ROBERTSON, KIM
4	439345		\$4,957.55	04/14/15	09588	0	SAVAGE, CITY OF
4	439346		\$38.52	04/14/15	00016	2860	SCHEPERS, MICHAEL

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	439347		\$327.82	04/14/15	01076	1	SOUTHWEST NEWSPAPERS
4	439348		\$3,793.00	04/14/15	28706	0	STRATEGIC STAFFING SOLUTIONS, LLC
4	439349		\$225.00	04/14/15	25781	0	TAPIA, FRANCIS
4	439350		\$750.00	04/14/15	02039	0	THE WORKS
4	439351		\$60.00	04/14/15	24968	0	TRANG, KRISTINE
4	439352		\$34.53	04/14/15	01197	1	US FOODS CULINARY EQUIPMENT & SUPPLIES LLC
4	439353		\$10,086.06	04/14/15	04417	1	US FOODS INC
4	439354	Unissued	\$0.00	04/14/15	04417	1	US FOODS INC
4	439355		\$4,741.21	04/14/15	00535	1	VERIZON WIRELESS
4	439356		\$120.00	04/14/15	25837	0	WILLIAMS, REBECCA
4	439357		\$13,574.67	04/14/15	02776	0	XCEL ENERGY
4	439358		\$480.00	04/17/15	28551	0	ADVANCED IMAGING SOLUTIONS
4	439359		\$8,148.00	04/17/15	06215	0	AIRPORT TAXI, INC.
4	439360		\$120.00	04/17/15	23652	0	ALL IN ONE TRANSLATION AGENCY, LLC
4	439361		\$101.50	04/17/15	27125	0	ALLEN, DARIEL J.
4	439362		\$573.50	04/17/15	26795	1	ALLIED PROFESSIONALS, INC.
4	439363		\$29.50	04/17/15	04895	0	ASSOCIATION OF CLERICAL EMPLOYEES
4	439364		\$240.00	04/17/15	01131	0	ATHENA AWARDS COMMITTEE
4	439365		\$17.98	04/17/15	00172	1	BLICK ART MATERIALS
4	439366		\$186.00	04/17/15	28404	0	BOOTH LAW GROUP PLLC
4	439367		\$3,150.00	04/17/15	02422	5	BURNSVILLE YMCA
4	439368		\$4,584.84	04/17/15	28419	0	CANAL PARK LODGE
4	439369		\$266.02	04/17/15	02781	5	CENTURYLINK
4	439370		\$3,000.00	04/17/15	29161	0	CHECKERBOARD INTERNET SERVICES, INC.
4	439371		\$679.83	04/17/15	00502	0	CORNERSTONE COPY CENTER
4	439372		\$183.00	04/17/15	28531	0	EDUCATION MINNESOTA
4	439373		\$1,550.00	04/17/15	24675	3	ELDER RESOURCE ASSOCIATION
4	439374		\$29.00	04/17/15	E5868	0	FREDERICKSON, NORMAN D
4	439375		\$864.00	04/17/15	23312	0	GORNY, MICHELE
4	439376		\$4.50	04/17/15	00575	0	GROTH MUSIC COMPANY
4	439377		\$1,055.46	04/17/15	07139	0	HASTINGS BUS COMPANY
4	439378		\$100.00	04/17/15	24154	0	HEALTH COUNSELING SERVICES
4	439379		\$60.00	04/17/15	28654	0	HERSI, SANAA
4	439380		\$225.00	04/17/15	08148	0	HL CORPORATION
4	439381		\$23.24	04/17/15	25854	1	HOCKENBERGS
4	439382		\$221.00	04/17/15	01896	0	INSTRUMENTALIST COMPANY, THE
4	439383		\$114.83	04/17/15	02483	0	INTEGRA TELECOM
4	439384		\$496.00	04/17/15	01994	0	J&R SCHOOL SUPPLIES, INC.
4	439385		\$18.11	04/17/15	00016	2861	KINNEY, ETHAN
4	439386		\$50.00	04/17/15	26282	0	LEE, WAI YEE
4	439387		\$835.00	04/17/15	24921	0	MECA SPORTSWEAR

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4	439427		\$231.75	04/21/15	00502	0	CORNERSTONE COPY CENTER
4	439428		\$480.00	04/21/15	21336	0	CSD
4	439429		\$340.00	04/21/15	24217	0	DAKOTA COUNTY TREASURER AUDITOR
4	439430		\$360.00	04/21/15	20524	0	DEWALD, RINA C.
4	439431		\$1,982.98	04/21/15	02333	1	EARTHGRAINS BAKING CO. INC.
4	439432		\$319.30	04/21/15	09272	2	ECM PUBLISHERS, INC.
4	439433		\$3,800.00	04/21/15	20802	0	EHLERS & ASSOCIATES, INC.
4	439434		\$122.00	04/21/15	28818	0	ELIASON, THOMAS
4	439435		\$259.07	04/21/15	28202	0	FOUNDATION 191
4	439436		\$75.00	04/21/15	24296	0	FULTON, STEVE
4	439437		\$1,207.50	04/21/15	20540	0	GARDEN & ASSOCIATES, INC
4	439438		\$150.00	04/21/15	28064	0	GERTEN, BRAD
4	439439		\$73.00	04/21/15	01450	0	GOTHMANN, TOM
4	439440		\$117.00	04/21/15	27225	0	K&K EXPRESS, LLC
4	439441		\$14,293.04	04/21/15	27633	0	KELLY SERVICES, INC.
4	439442		\$75.00	04/21/15	27681	0	LEE, TERRY
4	439443		\$50.00	04/21/15	26282	0	LEE, WAI YEE
4	439444		\$1,000.00	04/21/15	05303	0	LEGIONVILLE
4	439445		\$75.00	04/21/15	29077	0	LEITHER, MATTHEW
4	439446		\$150.00	04/21/15	05220	0	MACPHAIL
4	439447		\$208.86	04/21/15	23914	0	MIDWEST VENDING
4	439448		\$150.00	04/21/15	00016	1397	MILLER, BETH
4	439449		\$11,400.00	04/21/15	24621	0	MINNESOTA PREMIER PUBLICATIONS
4	439450		\$45.00	04/21/15	08543	6	MN DEPT OF HEALTH
4	439451		\$80.00	04/21/15	00000	7191	MURVARTIAN SANCHEZ, ELIZABETH
4	439452		\$4,839.90	04/21/15	04476	0	NATIONAL TREASURE KUNG FU INC
4	439453	Unissued	\$0.00	04/21/15	04476	0	NATIONAL TREASURE KUNG FU INC
4	439454		\$150.00	04/21/15	03730	0	NELSON, DON
4	439455		\$450.00	04/21/15	24879	0	PEREZ, MELISSA M.
4	439456		\$826.60	04/21/15	26642	0	ROASTED PEAR
4	439457		\$77.75	04/21/15	03196	3	SCHOLASTIC INC.
4	439458		\$625.00	04/21/15	29087	0	SCIENCE EXPLORERS, INC.
4	439459		\$6,963.98	04/21/15	03587	1	SIMPLEX GRINNELL
4	439460		\$2,180.00	04/21/15	22408	1	SKATETIME SCHOOL PROGRAMS
4	439461		\$680.00	04/21/15	25672	0	SPECIAL DELIVERY OF MINNESOTA, INC
4	439462		\$29.95	04/21/15	20671	0	THE MAILBOX
4	439463		\$145.00	04/21/15	03986	0	THE TROPHY HOUSE, INC.
4	439464		\$116.00	04/21/15	26535	0	THREADS AND INKS
4	439465		\$16,711.50	04/21/15	21008	0	TLC SPECIAL TRANSPORTATION
4	439466	Unissued	\$0.00	04/21/15	21008	0	TLC SPECIAL TRANSPORTATION
4	439467	Unissued	\$0.00	04/21/15	21008	0	TLC SPECIAL TRANSPORTATION
4	439468	Unissued	\$0.00	04/21/15	21008	0	TLC SPECIAL TRANSPORTATION

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	439469	Unissued	\$0.00	04/21/15	21008	0	TLC SPECIAL TRANSPORTATION
4	439470		\$8,677.36	04/21/15	03802	0	TRIO SUPPLY
4	439471	Unissued	\$0.00	04/21/15	03802	0	TRIO SUPPLY
4	439472		\$49,832.09	04/21/15	04417	1	US FOODS INC
4	439473	Unissued	\$0.00	04/21/15	04417	1	US FOODS INC
4	439474	Unissued	\$0.00	04/21/15	04417	1	US FOODS INC
4	439475	Unissued	\$0.00	04/21/15	04417	1	US FOODS INC
4	439476		\$300.00	04/21/15	09846	0	WALKER ART CENTER
4	439477		\$55,663.00	04/21/15	29165	0	WENCK CONSTRUCTION, INC.
4	439478		\$395.00	04/24/15	02623	1	ACCO BRANDS USA LLC
4	439479		\$120.00	04/24/15	27129	0	ALI, AMAAL
4	439480		\$592.00	04/24/15	26795	1	ALLIED PROFESSIONALS, INC.
4	439481		\$14.98	04/24/15	00016	2900	ASSEFA, WUDE
4	439482		\$125.00	04/24/15	00706	0	BURNSVILLE CHAMBER OF COMMERCE
4	439483		\$116,390.00	04/24/15	00673	0	BURNSVILLE, CITY OF
4	439484		\$40,006.69	04/24/15	02519	0	CENTERPOINT ENERGY
4	439485		\$3,002.17	04/24/15	02519	3	CENTERPOINT ENERGY SERVICES, INC.
4	439486		\$60.00	04/24/15	28260	0	CHOY, SERGIO R.
4	439487		\$900.00	04/24/15	25919	0	CORDOVA, LETICIA
4	439488		\$760.00	04/24/15	26097	0	DAD'S BELGIAN WAFFLES
4	439489		\$581.00	04/24/15	06740	0	DAKOTA CITY HERITAGE VILLAGE, INC.
4	439490		\$22.14	04/24/15	00016	2899	DAY, TAMARA
4	439491		\$484,701.96	04/24/15	28300	1	DURHAM SCHOOL SERVICES
4	439492		\$330.70	04/24/15	09272	2	ECM PUBLISHERS, INC.
4	439493		\$425.80	04/24/15	26262	0	EDUCATORS BENEFIT CONSULTANTS, LLC
4	439494		\$100.00	04/24/15	24154	0	HEALTH COUNSELING SERVICES
4	439495		\$5,000.00	04/24/15	00803	0	HENNEPIN TECHNICAL COLLEGE
4	439496		\$50.00	04/24/15	06634	0	JACOB WETTERLING RESOURCE CENTER
4	439497		\$37,590.90	04/24/15	27633	0	KELLY SERVICES, INC.
4	439498		\$85.50	04/24/15	28748	0	LAMPRECHT, JOHN
4	439499		\$2,600.00	04/24/15	02196	0	MACKIN EDUCATIONAL RESOURCES
4	439500		\$67.00	04/24/15	28054	0	MANTHE, MITCHELL
4	439501		\$75.00	04/24/15	28114	0	MCKINNEY, TOM
4	439502		\$75.00	04/24/15	26610	0	MEACHAM, JOHN
4	439503		\$285.00	04/24/15	09215	0	MINNESOTA CHILDREN'S MUSEUM
4	439504		\$1,069.17	04/24/15	03029	1	MINNESOTA ENERGY RESOURCES CORPORATION
4	439505		\$522.50	04/24/15	03870	0	MN LANDSCAPE ARBORETUM
4	439506		\$122.00	04/24/15	27686	0	NELSON, RICK
4	439507		\$30.63	04/24/15	22639	1	NEXTEL
4	439508		\$540.00	04/24/15	24879	0	PEREZ, MELISSA M.
4	439509		\$67.00	04/24/15	28795	0	PERKINSON, PATRICK

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	439551		\$85.00	04/28/15	00016	2901	MAGER, MELISSA
4	439552		\$195.97	04/28/15	02526	0	MINNESOTA CLAY USA
4	439553		\$273.54	04/28/15	02540	0	MN SCHOOL BOARDS ASSOCIATION (MSBA)
4	439554		\$1,015.00	04/28/15	22324	0	MULTILINGUAL WORD, INC.
4	439555		\$1,100.00	04/28/15	29174	0	NATIONAL SUPERINTENDENTS ROUNDTABLE
4	439556		\$60.00	04/28/15	24879	0	PEREZ, MELISSA M.
4	439557		\$120.00	04/28/15	21343	0	RAMACHER, THUY
4	439558		\$1,482.93	04/28/15	20099	2	RELIASTAR LIFE INSURANCE COMPANY
4	439559		\$1,688.85	04/28/15	20099	3	RELIASTAR LIFE INSURANCE COMPANY
4	439560		\$19.00	04/28/15	00000	8963	ROBBINS, NANCY
4	439561		\$100.00	04/28/15	09588	2	SAVAGE, CITY OF
4	439562		\$20.00	04/28/15	09588	4	SAVAGE, CITY OF
4	439563		\$995.00	04/28/15	28384	0	SNAPZ PHOTO BOOTH
4	439564		\$445.00	04/28/15	27951	0	SONIC SOUND ENTERTAINMENT
4	439565		\$29.00	04/28/15	00000	5002	TRAJANO, NORA
4	439566		\$56,980.93	04/28/15	04417	1	US FOODS INC
4	439567	Unissued	\$0.00	04/28/15	04417	1	US FOODS INC
4	439568	Unissued	\$0.00	04/28/15	04417	1	US FOODS INC
4	439569	Unissued	\$0.00	04/28/15	04417	1	US FOODS INC
4	439570	Unissued	\$0.00	04/28/15	04417	1	US FOODS INC
4	439571		\$120.00	04/28/15	25560	0	WARSAME, KADRA
4	439572		\$11.89	04/28/15	02776	0	XCEL ENERGY
4	439573		\$141.50	05/01/15	28171	0	ADVANCEPIERRE FOODS
4	439574		\$18,151.57	05/01/15	28147	1	AGROPUR
4	439575	Unissued	\$0.00	05/01/15	28147	1	AGROPUR
4	439576	Unissued	\$0.00	05/01/15	28147	1	AGROPUR
4	439577	Unissued	\$0.00	05/01/15	28147	1	AGROPUR
4	439578	Unissued	\$0.00	05/01/15	28147	1	AGROPUR
4	439579	Unissued	\$0.00	05/01/15	28147	1	AGROPUR
4	439580	Unissued	\$0.00	05/01/15	28147	1	AGROPUR
4	439581	Unissued	\$0.00	05/01/15	28147	1	AGROPUR
4	439582	Unissued	\$0.00	05/01/15	28147	1	AGROPUR
4	439583	Unissued	\$0.00	05/01/15	28147	1	AGROPUR
4	439584	Unissued	\$0.00	05/01/15	28147	1	AGROPUR
4	439585	Unissued	\$0.00	05/01/15	28147	1	AGROPUR
4	439586		\$1,680.00	05/01/15	25114	0	ALL PRO SOUND
4	439587		\$103.95	05/01/15	03503	0	AMERICAN TIME & SIGNAL
4	439588		\$343.80	05/01/15	01365	0	AMERIPRIDE LINEN AND APPAREL SERVICES
4	439589	Unissued	\$0.00	05/01/15	01365	0	AMERIPRIDE LINEN AND APPAREL SERVICES

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	439590		\$1,610.00	05/01/15	00106	0	AQUA ENGINEERING, INC.
4	439591		\$232.64	05/01/15	03178	1	AQUA LOGIC, INC.
4	439592		\$508.81	05/01/15	00386	1	BARNES & NOBLE INC
4	439593		\$18,398.11	05/01/15	00477	0	BIX PRODUCE COMPANY
4	439594	Unissued	\$0.00	05/01/15	00477	0	BIX PRODUCE COMPANY
4	439595	Unissued	\$0.00	05/01/15	00477	0	BIX PRODUCE COMPANY
4	439596	Unissued	\$0.00	05/01/15	00477	0	BIX PRODUCE COMPANY
4	439597	Unissued	\$0.00	05/01/15	00477	0	BIX PRODUCE COMPANY
4	439598	Unissued	\$0.00	05/01/15	00477	0	BIX PRODUCE COMPANY
4	439599	Unissued	\$0.00	05/01/15	00477	0	BIX PRODUCE COMPANY
4	439600	Unissued	\$0.00	05/01/15	00477	0	BIX PRODUCE COMPANY
4	439601		\$3,873.31	05/01/15	26720	0	BLUE BELL ENTERPRISES, INC.
4	439602		\$38.99	05/01/15	00454	0	BRYAN ROCK PRODUCTS INC
4	439603		\$27.55	05/01/15	00483	0	CASSIDY-TRICKER INDUSTRIAL SALES, INC.
4	439604		\$15,747.81	05/01/15	20289	1	CDW GOVERNMENT, INC.
4	439605		\$386.81	05/01/15	03866	0	CONTINENTAL CLAY COMPANY
4	439606		\$162.86	05/01/15	00645	0	CUB FOODS
4	439607		\$84.00	05/01/15	22013	0	CUSTOM WATER WORKS
4	439608		\$128.34	05/01/15	09859	1	DISCOUNT SCHOOL SUPPLY
4	439609		\$6,141.34	05/01/15	00279	0	DIVERSIFIED SNACK DISTRIBUTION
4	439610	Unissued	\$0.00	05/01/15	00279	0	DIVERSIFIED SNACK DISTRIBUTION
4	439611		\$271.10	05/01/15	28982	0	EKON-O-PAC, LLC
4	439612		\$195.00	05/01/15	26949	0	FAIRFIELD GLASS & WINDOW, INC.
4	439613		\$50.43	05/01/15	23054	1	FASTENAL
4	439614		\$229.85	05/01/15	01235	1	FLAGHOUSE INC.
4	439615		\$148.92	05/01/15	00691	0	FRONTIER AG & TURF
4	439616		\$298.81	05/01/15	01569	1	GENERAL OFFICE PRODUCTS
4	439617		\$1,979.12	05/01/15	01541	1	GENERAL PARTS, LLC
4	439618		\$404.16	05/01/15	01458	1	GOPHER
4	439619		\$2,337.08	05/01/15	04387	1	GRAINGER
4	439620		\$252.76	05/01/15	01641	0	H&B SPECIALIZED PRODUCTS, INC.
4	439621		\$126.02	05/01/15	01436	2	HEINEMANN EDUCATIONAL BOOKS
4	439622		\$4,632.83	05/01/15	09318	1	HILLYARD INC - MINNEAPOLIS
4	439623		\$752.40	05/01/15	01784	2	HIRSHFIELD'S PAINT MANUFACTURING
4	439624		\$173.04	05/01/15	26668	1	HM RECEIVABLES CO LLC
4	439625		\$546.28	05/01/15	04818	0	HORIZON COMMERCIAL POOL SUPPLY
4	439626		\$168.00	05/01/15	01896	0	INSTRUMENTALIST COMPANY, THE
4	439627		\$204.00	05/01/15	29071	0	JOBS FOUNDATION/TECH DUMP
4	439628		\$132.00	05/01/15	28929	0	JOHN'S SEWER AND DRAIN CLEANING, INC.
4	439629		\$15,000.00	05/01/15	28688	0	K12 TRANSPORTATION MANAGEMENT SERVICES, INC.

Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
6	108		\$4,415.34	04/16/15	07752	1	MILLER ELECTRIC, INC.
6	109		\$2,345.86	04/16/15	20320	0	NORTHERN AIR CORPORATION (NAC)
6	110		\$1,346.16	04/16/15	26086	0	ORKIN COMMERCIAL SERVICES
6	111		\$312.24	04/16/15	26290	0	PERFORMANCE APPAREL, LLC
Check Count	4	Grand Total	\$8,419.60				

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Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
3	101045		\$3,214.00	04/24/15	23241	0	RYAN MECHANICAL, INC.
3	101046		\$17,950.00	04/24/15	27619	1	SRI CONSULTANTS, INC.
3	101047		\$15,055.50	04/24/15	27677	0	THE RETROFIT COMPANIES, INC.
Check Count	3	Grand Total	\$36,219.50				

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**Agenda II.B.5
May 28, 2015**

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

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

DATE: May 28, 2015

RE: Budget Analysis for the Month Ending April 30, 2015

RECOMMENDATION: That the Board accepts the Budget Analysis for the month ending April 30, 2015

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

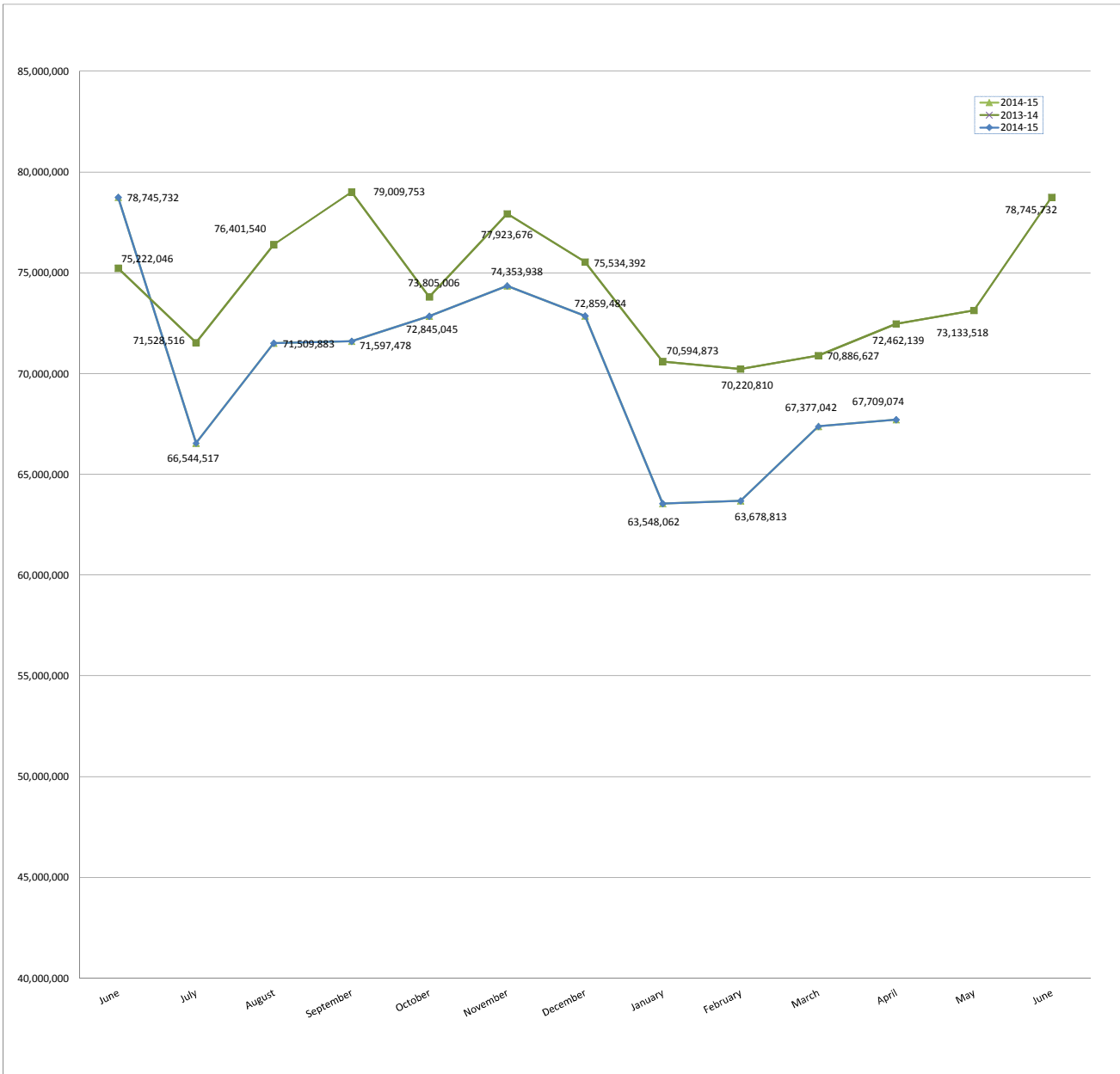
	<u>Year-to-Date Revenue</u>	<u>% of Adopted Budget</u>	<u>Year-to-Date Expenditures</u>	<u>% of Adopted Budget</u>
All Funds	\$ 115,060,703	73.02%	\$ 128,584,685	78.55%
General Fund	\$ 81,679,509	70.62%	\$ 83,372,670	72.63%

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

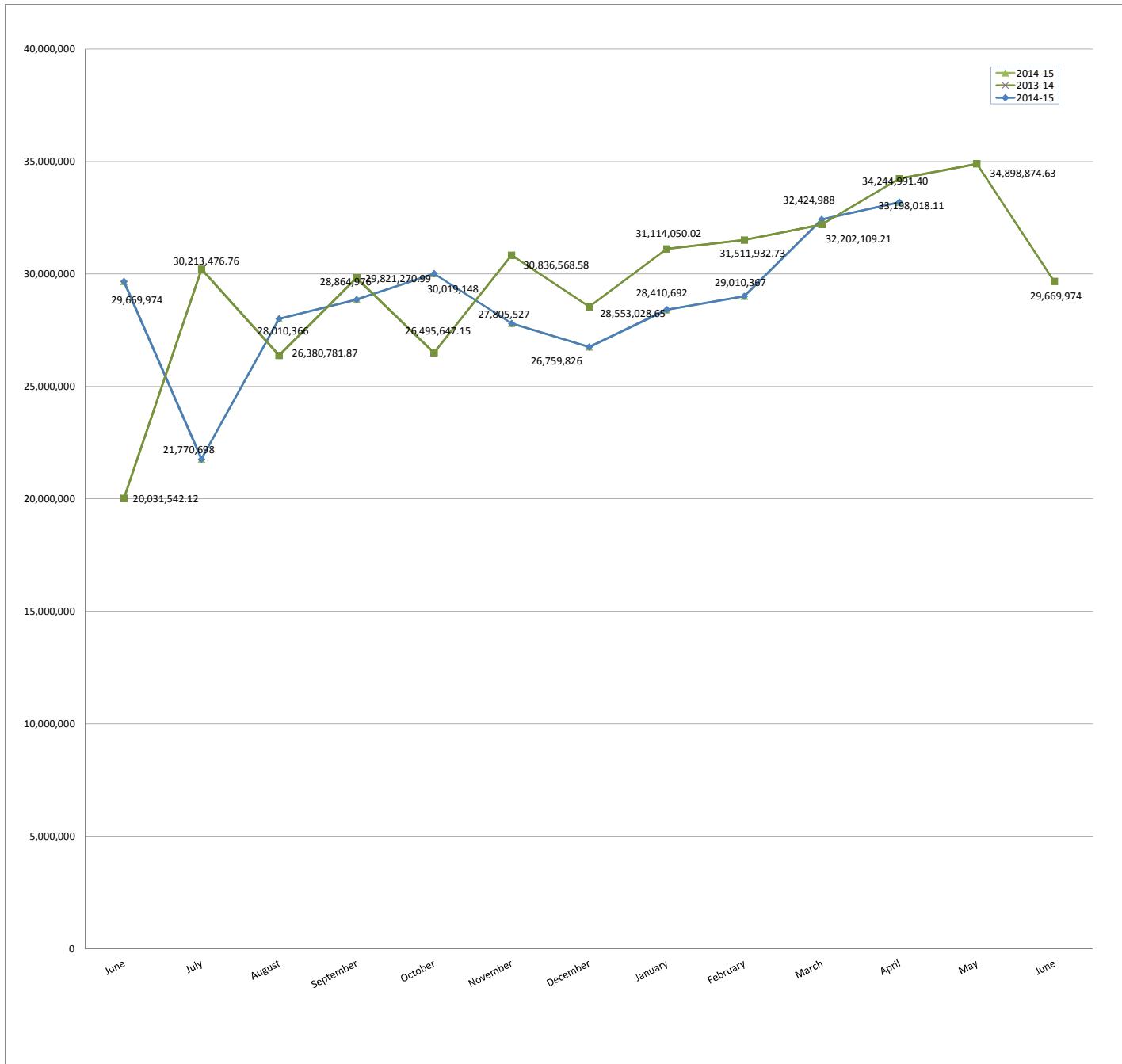
Cash and Investments by Month for Last year and Current year
 Revenues Year-to-Date for Last two years and Current year
 Expenditures Year-to-Date for Last two years and Current year

All of the reports and graphs show last year's actual figures, this year's budget and this year's activity to day. Additional detail is available upon request. I would be glad to answer any questions regarding these reports.

ALL FUNDS CASH AND INVESTMENTS 2013-14 AND 2014-15



GENERAL FUND CASH AND INVESTMENTS
2013-14 AND 2014-15





**Agenda II.B.6
May 28, 2015**

To: Board of Education, Members
From: Dr. Joe Gothard, Superintendent
Date: May 22, 2015
Re: Board Policies 204, 205, 207, 209, 210, 211, 212, 213, 214, 301, 302, 303, 304 and 306

RECOMMENDATION: Approve, on a second reading basis, Board Policies 204: *School Board Meeting Minutes*, 205: *Open Meetings and Closed Meetings*, 207: *Public Hearings*, 209: *Code of Ethics*, 210: *Conflict of Interest-School Board Members*, 211: *Criminal or Civil Action Against School District, School, Board Member, Employee or Student*, 212: *School Board Member Development*, 213: *School Board Committees*, 214: *Out-of-State Travel by School Board Members*, 301: *School District Administration*, 302: *Superintendent*, 303: *Superintendent Selection*, 304: *Superintendent Contract, Duties, and Evaluation*, 306: *Administrator Code of Ethics* and rescind policies BDDG, BD, BDE, BBF, BBFA, BCG, BH, BCE, CBA & CBA-R, CBB and AFB.

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

Board Policies are attached for your review.

Attachments

/jmk

Adopted: 7/1985
Reviewed: 5/14/2015
Revised: 5/28/2015
Rescinds: BDDG

204 SCHOOL BOARD MEETING MINUTES

I. PURPOSE

The purpose of this policy is to establish procedures relating to the maintenance of records of the school board and the publication of its official proceedings.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school district to maintain its records so that they will be available for inspection by members of the general public and to provide for the publication of its official proceedings in compliance with law.

III. MAINTENANCE OF MINUTES AND RECORDS

A. The clerk shall keep and maintain permanent records of the school board, including records of the minutes of school board meetings and other required records of the school board. All votes taken at meetings required to be open to the public pursuant to the Minnesota Open Meeting Law shall be recorded in a journal kept for that purpose. Public records maintained by the school district shall be available for inspection by members of the public during the regular business hours of the school district. Minutes of meetings shall be available for inspection at the administrative offices of the school district after they have been prepared. Minutes of a school board meeting shall be approved or modified by the school board at a subsequent meeting, which action shall be reflected in the official proceedings of that subsequent meeting.

B. Recordings of Closed Meetings

1. All closed meetings, except those closed as permitted by the attorney-client privilege, must be electronically recorded at the expense of the school district. Recordings of closed meetings shall be made separately from the recordings of an open meeting, to the extent such meetings are recorded. If a meeting is closed to discuss more than one (1) matter, each matter shall be separately recorded.
2. Recordings of closed meetings shall be preserved by the school district for the following time periods:
 - a. Meetings closed to discuss labor negotiations strategy shall be preserved for two (2) years after the contract is signed.

- b. Meetings closed to discuss security matters shall be preserved for at least four (4) years.
 - c. Meetings closed to discuss the purchase or sale of property shall be preserved for at least eight (8) years after the date of the meeting.
 - d. All other closed meetings shall be preserved by the school district for at least three (3) years after the date of the meeting.
 - e. Following the expiration of the above time periods, recordings of closed meetings shall be maintained as set forth in the school district's Records Retention Schedule.
3. Recordings of closed meetings shall be classified by the school district as protected non-public data that is not accessible by the public or any subject of the data, with the following exceptions:
- a. Recordings of labor negotiations strategy meetings shall be classified as public data and made available to the public after all labor contracts are signed by the school district for the current budget period.
 - b. Recordings of meetings related to the purchase or sale of property shall be classified as public data and made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school district has abandoned the purchase or sale.
 - c. Recordings of any other closed meetings shall be classified and/or released as required by court order.
4. Recordings of closed meetings shall be maintained separately from recordings of open meetings, to the extent recordings of open meetings are maintained by the school district, with the exception of recordings that have been classified as public data as set forth in Section III.B.3. above. Recordings of closed meetings classified as non-public data also shall be maintained in a secure location, separate from recordings classified as public data.
5. Recordings of closed meetings shall be maintained in a manner to easily identify the data classification of the recording. The recordings shall be identified with at least the following information:
- a. The date of the closed meeting;
 - b. The basis upon which the meeting was closed (i.e.: labor negotiations strategy, purchase or sale of real property, educational data, etc.); and

- c. The classification of the data.
- 6. Recordings of closed meetings related to labor negotiations strategy and the purchase or sale of property shall be maintained and monitored in a manner that reclassifies the recording as public upon the occurrence of an event reclassifying that data as set forth in Section III.B.3. above.

IV. PUBLICATION OF OFFICIAL PROCEEDINGS

- A. The school board shall cause its official proceedings to be published once in the official newspaper of the school district within thirty (30) days of the meeting at which the proceedings occurred; however, if the school board conducts regular meetings not more than once every thirty (30) days, the school board need not publish the minutes until ten (10) days after they have been approved by the school board.
- B. The proceedings to be published shall be sufficiently full to fairly set forth the proceedings. They must include the substance of all official actions taken by the school board at any regular or special meeting, and at minimum must include the subject matter of a motion, the persons making and seconding the motion, a listing of how each member present voted on the motion, the character of resolutions offered including a brief description of their subject matter and whether adopted or defeated. The minutes and permanent records of the school board may include more detail than is required to be published with the official proceedings. If the proceedings have not yet been approved by the school board, the proceedings to be published may reflect that fact.
- C. The proceedings to be published may be a summary of the essential elements of the proceedings, and/or of resolutions and other official actions of the school board. Such a summary shall be written in a clear and coherent manner and shall, to the extent possible, avoid the use of technical or legal terms not generally familiar to the public. When a summary is published, the publication shall clearly indicate that the published material is only a summary and that the full text is available for public inspection at the administrative offices of the school district and that a copy of the proceedings, other than attachments to the minutes, is available without cost at the offices of the school district or by means of standard or electronic mail.

Legal References: Minn. Stat. § 13D.01, Subds. 4-6 (Open Meeting Law)
Minn. Stat. § 123B.09, Subd. 10 (Publishing Proceedings)
Minn. Stat. § 123B.14, Subd. 7 (Record of Meetings)
Minn. Stat. § 331A.01 (Definition)
Minn. Stat. § 331A.05, Subd. 8 (Notice Regarding Published Summaries)
Minn. Stat. § 331A.08, Subd. 3 (Publication of Proceedings)
Op. Atty. Gen. 161-a-20 (Dec. 17, 1970)
Ketterer v. Independent School District No. 1, 248 Minn. 212, 79 N.W.2d 428 (1956)

Cross References: Burnsville-Eagan-Savage School District Policy 205 (Open Meetings and Closed Meetings)
MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties

Adopted: 7/1985
Reviewed: 5/14/2015
Revised: 5/28/2015
Rescinds: BD

205 OPEN MEETINGS AND CLOSED MEETINGS

I. PURPOSE

- A. The school board embraces the philosophy of openness in the conduct of its business, in the belief that openness produces better programs, more efficiency in administration of programs, and an organization more responsive to public interest and less susceptible to private interest. The school board shall conduct its business under a presumption of openness. At the same time, the school board recognizes and respects the privacy rights of individuals as provided by law. The school board also recognizes that there are certain exceptions to the Minnesota Open Meeting Law as recognized in statute where it has been determined that, in limited circumstances, the public interest is best served by closing a meeting of the school board.
- B. The purpose of this policy is to provide guidelines to assure the rights of the public to be present at school board meetings, while also protecting the individual's rights to privacy under law, and to close meetings when the public interest so requires as recognized by law.

II. GENERAL STATEMENT OF POLICY

- A. Except as otherwise expressly provided by statute, all meetings of the school board, including executive sessions, shall be open to the public.
- B. Meetings shall be closed only when expressly authorized by law.

III. DEFINITION

“Meeting” means a gathering of at least a quorum or more members of the school board, or quorum of a committee or subcommittee of school board members, at which members discuss, decide, or receive information as a group on issues relating to the official business of the school board. The term does not include a chance or social gathering.

IV. PROCEDURES

- A. Meetings
 - 1. Regular Meetings

A schedule of the regular meetings of the school board shall be kept on file at its primary offices. If the school board decides to hold a regular meeting at a time or place different from the time or place stated in its schedule, it shall give the same notice of the meeting as for a special meeting.

2. Special Meetings

- a. For a special meeting, the school board shall post written notice of the date, time, place, and purpose of the meeting on the principal bulletin board of the school district or on the door of the school board's usual meeting room if there is no principal bulletin board. The school board's actions at the special meeting are limited to those topics included in the notice.
- b. The notice shall also be mailed or otherwise delivered to each person who has filed a written request for notice of special meetings.
- c. This notice shall be posted and mailed or delivered at least three days before the date of the meeting. As an alternative to mailing or otherwise delivering notice to persons who have filed a written request, the school board may publish the notice once, at least three days before the meeting, in the official newspaper of the school district or, if none, in a qualified newspaper of general circulation within the area of the school district.
- d. A person filing a request for notice of special meetings may limit the request to particular subjects, in which case the school board is required to send notice to that person only concerning those particular subjects.
- e. The school board will establish an expiration date on requests for notice of special meetings and require refiling once each year. Not more than 60 days before the expiration date of request for notice, the school board shall send notice of the refiling requirement to each person who filed during the preceding year.

3. Emergency Meetings

- a. An emergency meeting is a special meeting called because of circumstances that, in the judgment of the school board, require immediate consideration.
- b. If matters not directly related to the emergency are discussed or acted upon, the minutes of the meeting shall include a specific description of those matters.

- c. The school board shall make good faith efforts to provide notice of the emergency meeting to each news medium that has filed a written request for notice if the request includes the news medium's telephone number.
- d. Notice of the emergency meeting shall be given by telephone or any other method used to notify the members of the school board.
- e. Notice shall be provided to each news medium which has filed a written request for notice as soon as reasonably practicable after notice has been given to the school board members.
- f. Notice shall include the subject of the meeting.
- g. Posted or published notice of an emergency meeting shall not be required.
- h. The notice requirements for an emergency meeting as set forth in this policy shall supersede any other statutory notice requirement for a special meeting that is an emergency meeting.

4. Recessed or Continued Meetings

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.

5. Closed Meetings

The notice requirements of the Minnesota Open Meeting Law apply to closed meetings.

6. Actual Notice

If a person receives actual notice of a meeting of the school board at least 24 hours before the meeting, all notice requirements are satisfied with respect to that person, regardless of the method of receipt of notice.

7. Health Pandemic or Declared Emergency

In the event of a health pandemic or an emergency declared under Minn. Stat. Ch. 12, a meeting may be conducted by telephone or other electronic means in compliance with Minn. Stat. § 13D.021.

B. Votes

The votes of school board members shall be recorded in a journal kept for that purpose, and the journal shall be available to the public during all normal business hours at the administrative offices of the school district.

C. Written Materials

1. In any open meeting, a copy of any printed materials, including electronic communications, relating to the agenda items prepared or distributed by the school board or its employees and distributed to or available to all school board members shall be available in the meeting room for inspection by the public while the school board considers their subject matter.
2. This provision does not apply to materials not classified by law as public, or to materials relating to the agenda items of a closed meeting.

D. Data

1. Meetings may not be closed merely because the data to be discussed are not public data.
2. Data that are not public data may be discussed at an open meeting if the disclosure relates to a matter within the scope of the school board's authority and is reasonably necessary to conduct the business or agenda item before the school board.
3. Data discussed at an open meeting retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.

E. Closed Meetings

1. Labor Negotiations Strategy
 - a. The school board may, by a majority vote in a public meeting, decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals.
 - b. The time and place of the closed meeting shall be announced at the public meeting. A written roll of school board members and all other persons present at the closed meeting shall be made available to the public after the closed meeting. The proceedings shall be tape recorded, and the tape recording shall be preserved for two years after the contract discussed at the meeting is signed. The recording shall be made available to the public after all labor contracts are signed by the school board for the current budget period.

2. Sessions Closed by Bureau of Mediation Services

All negotiations, mediation sessions, and hearings between the school board and its employees or their respective representatives are public meetings. These meetings may be closed only by the Commissioner of the Bureau of Mediation Services (BMS). The use of recording devices, stenographic records, or other recording methods is prohibited in mediation meetings closed by the BMS.

3. Preliminary Consideration of Charges

The school board shall close one or more meetings for preliminary consideration of allegations or charges against an individual subject to its authority. If the school board members conclude that discipline of any nature may be warranted as a result of those specific charges or allegations, further meetings or hearings relating to those specific charges or allegations held after that conclusion is reached must be open. A meeting must also be open at the request of the individual who is the subject of the meeting. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

4. Performance Evaluations

The school board may close a meeting to evaluate the performance of an individual who is subject to its authority. The school board shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the school board shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

5. Attorney-Client Meeting

A meeting may be closed if permitted by the attorney-client privilege. Attorney-client privilege applies when litigation is imminent or threatened, or when the school board needs advice above the level of general legal advice, i.e., regarding specific acts and their legal consequences. A meeting may be closed to seek legal advice concerning litigation strategy, but the mere threat that litigation might be a consequence of deciding a matter one way or another does not, by itself, justify closing the meeting. The motion to close the meeting must specifically describe the matter to be discussed at the closed meeting, subject to relevant privacy and confidentiality considerations under state

and federal law. The law does not require that such a meeting be recorded.

6. Dismissal Hearing

- a. A hearing on the dismissal of a licensed teacher shall be public or private at the teacher's discretion. A hearing regarding placement of teachers on unrequested leave of absence shall be public.
- b. A hearing on dismissal of a student pursuant to the Pupil Fair Dismissal Act shall be closed unless the pupil, parent or guardian requests an open hearing.
- c. To the extent a teacher or student dismissal hearing is held before the school board and is closed, the closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

7. Coaches; Opportunity to Respond

- a. If the school board has declined to renew the coaching assignment of a licensed or nonlicensed head varsity coach, it must notify the head coach within 14 days of that decision.
- b. If the head coach requests the reasons for the nonrenewal, the school board must give the head coach the reasons in writing within 10 days of receiving the request.
- c. On the request of the head coach, the school board must provide the head coach with a reasonable opportunity to respond to the reasons at a school board meeting.
- d. The meeting may be open or closed at the election of the head coach unless the meeting is closed as required by Minn. Stat. § 13D.05, Subd. 2, to discuss educational or certain other nonpublic data.
- e. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

8. Meetings to Discuss Certain Not Public Data

Any portion of a meeting must be closed if the following types of data are discussed:

- a. data that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults;
- b. active investigative data collected or created by a law enforcement agency;
- c. educational data, health data, medical data, welfare data, or mental health data that are not public data; or
- d. an individual's personal medical records.
- e. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

9. Purchase and Sale of Property

- a. The school board may close a meeting:
 - (1) to determine the asking price for real or personal property to be sold by the school district;
 - (2) to review confidential or nonpublic appraisal data; and
 - (3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.
- b. Before closing the meeting, the school board must identify on the record the particular real or personal property that is the subject of the closed meeting.
- c. The closed meeting must be tape recorded at the expense of the school district. The tape must be preserved for eight years after the date of the meeting and be made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school board has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of school board members and all other persons present at the closed meeting must be made available to the public after the closed meeting.
- d. An agreement reached that is based on an offer considered at a closed meeting is contingent on its approval by the school board at an open meeting. The actual purchase or sale must be approved at an open meeting and the purchase price or sale price is public data.

10. Security Matters

- a. The school board may close a meeting to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures, and to discuss security deficiencies in or recommendations regarding public services, infrastructure, and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses.
- b. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting.
- c. Before closing a meeting, the school board must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting.
- d. The closed meeting must be tape recorded at the expense of the school district and the recording must be preserved for at least four years.

11. Other Meetings

Other meetings shall be closed as provided by law, except as provided above. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

F. Procedures for Closing a Meeting

The school board shall provide notice of a closed meeting just as for an open meeting. A school board meeting may be closed only after a majority vote at a public meeting. Before closing a meeting, the school board shall state on the record the specific authority permitting the meeting to be closed and shall describe the subject to be discussed.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)
Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)
Minn. Stat. § 179A.14, Subd. 3 (Labor Negotiations)
Minn. Rules Part 5510.2810 (Bureau of Mediation Services)
Brown v. Cannon Falls Township, 723 N.W.2d 31 (Minn. App. 2006)
Brainerd Daily Dispatch v. Dehen, 693 N.W.2d 435 (Minn. App. 2005)

The Free Press v. County of Blue Earth, 677 N.W.2d 471 (Minn. App. 2004)
Prior Lake American v. Mader, 642 N.W.2d 729 (Minn. 2002)
Star Tribune v. Board of Education, Special School District No. 1, 507 N.W.2d 869 (Minn. App. 1993)
Minnesota Daily v. University of Minnesota, 432 N.W.2d 189 (Minn. App. 1988)
Moberg v. Independent School District No. 281, 336 N.W.2d 510 (Minn. 1983)
Sovereign v. Dunn, 498 N.W.2d 62 (Minn. App. 1993), *rev. denied.* (Minn. 1993)
Dept. of Admin. Advisory Op. No. 12-004 (March 8, 2012)
Dept. of Admin. Advisory Op. No. 11-004 (April 18, 2011)
Dept. of Admin. Advisory Op. No. 10-020 (September 23, 2010)
Dept. of Admin. Advisory Op. No. 09-020 (September 8, 2009)
Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)
Dept. of Admin. Advisory Op. No. 06-027 (September 28, 2006)
Dept. of Admin. Advisory Op. No. 04-004 (February 3, 2004)

Cross References: Burnsville-Eagan-Savage School District Policy 204 (School Board Meeting Minutes)
Burnsville-Eagan-Savage School District Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
Burnsville-Eagan-Savage School District Policy 207 (Public Hearings)
Burnsville-Eagan-Savage School District Policy 406 (Public and Private Personnel Data)
Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)
MSBA Service Manual, Chapter 13, School Law Bulletin “C” (Minnesota’s Open Meeting Law)

Adopted: 10/1999
Reviewed: 5/14/2015
Revised: 05/28/2015
Rescinds: BDE

207 PUBLIC HEARINGS

I. PURPOSE

The school board recognizes the importance of obtaining public input on matters properly before the school board. The purpose of this policy is to establish procedures to efficiently receive public input.

II. GENERAL STATEMENT OF POLICY

In order for the school board to efficiently receive public input on matters properly before the school board, the procedures set forth in this policy are established by the school board.

III. PROCEDURES

A. Public Hearings

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

B. Notice of Public Hearings

Public notice of a public hearing required by law shall be given as provided by the enabling legislation. Public notice of other hearings shall be given in the manner required for a regular meeting if held in conjunction with a regular meeting, in the manner required for a special meeting if held in conjunction with a special meeting, or as otherwise determined by the school board.

C. Public Participation

The school board retains the right to require that those in attendance at a public hearing indicate their desire to address the school board and complete and file with the clerk of the school board an appropriate request card prior to the commencement of the hearing if the school board utilizes this procedure. In that case, any request to address the school board after the commencement of the hearing will be granted only at the discretion of the school board.

1. Format of Request: If required by the school board, a written request of an individual or a group to address the school board shall contain the name and address of the person or group seeking to address the school board. It shall also contain the name of the group represented, if any, and a brief statement of the subject to be covered or the issue to be addressed.
2. Time Limitation: The school board retains the discretion to limit the time for each presentation as needs dictate.
3. Groups: The school board retains the discretion to require that any group of persons who desire to address the school board designate one representative or spokesperson. In the event that the school board requires the designation of a representative or spokesperson, no other person in the group will be recognized to address the school board, except as otherwise determined by the school board.
4. Privilege to Speak: A school board member should direct any remarks or questions through the chair. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
5. Personal Attacks: Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
6. Limitations on Participation: Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.

Legal References: Minn. Stat. § 123A.15 (Education District Establishment)
Minn. Stat. § 123A.30 (Agreements for Secondary Education)
Minn. Stat. § 123B.51 (School Closings)

Cross References: Burnsville-Eagan-Savage School District Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)

Adopted: 10/1999
Reviewed: 5/14/2015
Revised: 5/28/2015
Rescinds: BBF

Burnsville-Eagan-Savage School District Policy 209

209 CODE OF ETHICS

I. PURPOSE

The purpose of this policy is to assist the individual school board member in understanding his or her role as part of a school board and in recognizing the contribution that each member must make to develop an effective and responsible school board.

II. GENERAL STATEMENT OF POLICY

Each school board member shall follow the code of ethics stated in this policy.

A. AS A MEMBER OF THE SCHOOL BOARD, I WILL:

1. Attend school board meetings.
2. Come to the meetings prepared for discussion of the agenda items.
3. Listen to the opinions and views of others (including, but not limited to, other school board members, administration, staff, students, and community members).
4. Vote my conscience after informed discussion, unless I abstain because a conflict of interest exists.
5. Support the decision of the school board, even if my position concerning the issue was different.
6. Recognize the integrity of my predecessors and associates and appreciate their work.
7. Be primarily motivated by a desire to provide the best possible education for the students of my school district.
8. Inform myself about the proper duties and functions of a school board member.

B. IN PERFORMING THE PROPER FUNCTIONS OF A SCHOOL BOARD MEMBER, I WILL:

1. Focus on education policy as much as possible.

2. Remember my responsibility is to set policy – not to implement policy.
3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress.
4. Recognize that my responsibility, exercised through the actions of the school board as a whole, is to see that the schools are properly run – not to run them myself.
5. Work through the superintendent – not over or around the superintendent.
6. Delegate the implementation of school board decisions to the superintendent.

C. TO MAINTAIN RELATIONS WITH OTHER MEMBERS OF THE SCHOOL BOARD, I WILL:

1. Respect the rights of others to have and express opinions.
2. Recognize that authority rests with the school board in legal session – not with the individual members of the school board except as authorized by law.
3. Make no disparaging remarks, in or out of school board meetings, about other members of the school board or their opinions.
4. Keep an open mind about how I will vote on any proposition until the board has met and fully discussed the issue.
5. Make decisions by voting in school board meetings after all sides of debatable questions have been presented.
6. Insist that committees be appointed to serve only in an advisory capacity to the school board.

D. IN MEETING MY RESPONSIBILITIES TO MY COMMUNITY, I WILL:

1. Attempt to appraise and plan for both the present and future educational needs of the school district and community.
2. Attempt to obtain adequate financial support for the school district's programs.
3. Insist that business transactions of the school district be ethical and open.
4. Strive to uphold my responsibilities and accountability to the taxpayers in my school district.

E. IN WORKING WITH THE SUPERINTENDENT OF SCHOOLS AND STAFF, I WILL:

1. Hold the superintendent responsible for the administration of the school district.
2. Give the superintendent authority commensurate with his or her responsibilities.
3. Assure that the school district will be administered by the best professional personnel available.
4. Consider the recommendation of the superintendent in hiring all employees.
5. Participate in school board action after considering the recommendation of the superintendent and only after the superintendent has furnished adequate information supporting the recommendation.
6. Insist the superintendent keep the school board adequately informed at all times.
7. Offer the superintendent counsel and advice.
8. Recognize the status of the superintendent as the chief executive officer and a non-voting, ex officio member of the school board.
9. Refer all complaints to the proper administrative officer or insist that they be presented in writing to the whole school board for proper referral according to the chain of command.
10. Present any personal criticisms of employees to the superintendent.
11. Provide support for the superintendent and employees of the school district so they may perform their proper functions on a professional level.

F. IN FULFILLING MY LEGAL OBLIGATIONS AS A SCHOOL BOARD MEMBER, I WILL:

1. Comply with all federal, state, and local laws relating to my work as a school board member.
2. Comply with all school district policies as adopted by the school board.
3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other state and federal agencies with jurisdiction over school districts.

4. Recognize that school district business may be legally transacted only in an open meeting of the school board.
5. Avoid conflicts of interest and refrain from using my school board position for personal gain.
6. Take no private action that will compromise the school board or administration.
7. Guard the confidentiality of information that is protected under applicable law.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (School District Powers)
Minn. Stat. § 123B.09 (School Board Powers)
Minn. Stat. § 123B.143, Subd. 1 (Superintendent)

Cross References: MSBA Service Manual, Chapter 1, School Board Member Code of Ethics

Adopted: 4/1987
Reviewed: 5/14/2015
Revised: 5/28/2015
Rescinds: BBFA

210 CONFLICT OF INTEREST – SCHOOL BOARD MEMBERS

I. PURPOSE

The purpose of this policy is to observe state statutes regarding conflicts of interest and to engage in school district business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

II. GENERAL STATEMENT OF POLICY

The policy of the school board is to contract for goods and services in conformance with statutory conflict of interest laws and in a manner that will avoid any conflict of interest or the appearance thereof. Accordingly, the school board will contract under the statutory exception provisions only when it is clearly in the best interest of the school district because of limitations that may exist on goods or services otherwise available to the school district.

III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS

- A. A school board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom.
- B. In the following circumstances, however, the school board may as an exception, by unanimous vote, contract for goods or services with a school board member of the school district:
 - 1. In the designation of a bank or savings association, in which a school board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with Minn. Stat. Ch. 118A. Any school board member having said interest shall disclose that interest and the interest shall be entered upon the minutes of the school board. Disclosure must be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and must only be made once;
 - 2. The designation of an official newspaper, or publication of official matters therein, in which the school board member is interested when it is the only

newspaper complying with statutory requirements relating to the designation or publication;

3. A contract with a cooperative association of which the school board member is a shareholder or stockholder but not an officer or manager;
4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:
 - a. The school board must authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.
 - b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.
 - c. Before a claim is paid, the interested school board member must file with the clerk of the school board an affidavit stating:
 - (1) The name of the school board member and the office held;
 - (2) An itemization of the goods or services furnished;
 - (3) The contract price;
 - (4) The reasonable value;
 - (5) The interest of the school board member in the contract; and
 - (6) That to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.
5. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.

C. In the following circumstances, the school board may as an exception, by majority vote at a meeting where all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee where there is a reasonable expectation on July 1, or at the

time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed \$8,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting where all school board members are present, that employment must be immediately terminated and that school board member will have no further rights to employment while serving as a school board member in the school district.

- D. A contract made pursuant to the aforementioned exceptions will be void unless the following procedures are observed:
1. The school board must authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere;
 2. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated; and
 3. Before a claim is paid, the interested school board member must file with the clerk of the school board an affidavit stating the following:
 - a. The name of the school board member and the office held (if any);
 - b. An itemization of the goods or services furnished;
 - c. The contract price;
 - d. The reasonable value;
 - e. The interest of the school board member in the contract; and
 - f. That, to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.
- E. The school board may contract with a class of school district employees, such as teachers or custodians, where the spouse of a school board member is a member of the class of employees contracting with the school board and the employee spouse receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. In order for the school board to invoke this exception, it must have a majority of disinterested school board members vote to approve the contract, direct the school board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting where the contract is approved.

IV. LIMITATIONS ON RELATED EMPLOYEES

- A. The school board can hire or dismiss teachers only at duly called meetings. Where a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher may be made or authorized except upon the unanimous vote of the full school board.
- B. The school board may not employ any teacher related by blood or marriage to a school board member, within the fourth degree as computed by the civil law, except by a unanimous vote of the full school board.

V. CONFLICTS PRIOR TO TAKING OFFICE

A school board member with personal financial interest in a sale, lease, or contract with the school district which was entered before the school board member took office and presents an actual or potential conflict of interest, shall immediately notify the school board of such interest. It shall thereafter be the responsibility of the school board member to refrain from participating in any action relating to the sale, lease, or contract. At the time of renewal of any such sale, lease, or contract, the school board may enter into or renew such sale, lease, or contract only if it falls within one of the enumerated exceptions for contracts relating to goods or services provided above and if the procedures provided in this policy are followed.

VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS

The determination as to whether a conflict of interest exists is to be made by the school board. Any school board member who has an actual or potential conflict shall notify the school board of such conflict immediately. The school board member shall thereafter cooperate with the school board as necessary for the school board to make its determination.

Legal References: Minn. Stat. § 122A.40, Subd. 3 (Teacher Hiring, Dismissal)
Minn. Stat. § 123B.195 (Board Member's Right to Employment)
Minn. Stat. § 471.87 (Public Officers; Interest in Contract; Penalty)
Minn. Stat. § 471.88, Subds. 2, 3, 4, 5, 12, 13, and 21 (Exceptions)
Minn. Stat. § 471.89 (Contract, When Void)
Op. Atty. Gen. 90-A (Aug. 14, 1957)
Op. Atty. Gen. 90-C-5 (July 30, 1940)
Op. Atty. Gen. 437-A-4 (March 15, 1935)

Cross References: Burnsville-Eagan-Savage School District Policy 101 (Legal Status of the School Board)
Burnsville-Eagan-Savage School District Policy 209 (Code of Ethics)
MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties

Adopted: 8/1990
Reviewed: 05/14/2015
Revised: 5/28/2015
Rescinds: BCG

Burnsville-Eagan-Savage School District Policy 211

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. CIVIL ACTIONS

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

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

C. Data Practices

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

D. Service of Subpoenas

The policy of the school district is that its officers and employees will normally not be involved in providing service of process for third parties in the school setting.

E. Leave to Testify

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

IV. **CRIMINAL CHARGES OR CONDUCT**

A. Employees

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

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

B. Students

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

C. Criminal Investigations

1. The policy of the school district is to cooperate with law enforcement officials. The school district will make all efforts, however, to encourage law enforcement officials to question students and employees outside of school hours and off school premises unless there are extenuating circumstances or the matter being investigated is school-related, or as otherwise provided by law.
2. If such questioning at school is unavoidable, the school district will attempt to maintain confidentiality, to avoid embarrassment to students and employees and to avoid disruption of the educational program. The school district will attempt to notify parents of a student under age 18 that police will be questioning their child. Normally, the superintendent, principal, or other appropriate school official will be present during the interview, except as otherwise required by law (Minn. Stat. § 626.556, Subd. 10), or as otherwise determined in consultation with the parent or guardian.

D. Data Practices

The school district will release to juvenile justice and law enforcement authorities educational and personnel data only in accordance with Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) and 20 U.S.C. § 1232g (FERPA).

V. STATEMENTS WHEN LITIGATION IS PENDING

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

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 123B.02, Subd. 20 (Legal Counsel, Reimbursement)
Minn. Stat. § 123B.25(b) (Actions Against Teachers)
Minn. Stat. § 466.07, Subd. 1 (Indemnification)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
42 U.S.C. § 1983 (Civil Action for Depriving Rights)
Minn. Op. Atty. Gen. 169 (Mar. 7, 1963)
Minn. Op. Atty. Gen. 169 (Nov. 3, 1943)
Dypress v. School Committee of Boston, 446 N.E.2d 1099 (Mass. App. Ct. 1983)
Wood v. Strickland, 420 U.S. 308, 95 S.Ct. 992, 43 L.Ed.2d 214 (1975)

Cross References: Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Burnsville-Eagan-Savage School District Policy 406 (Public and Private Personnel Data)
Burnsville-Eagan-Savage School District Policy 408 (Subpoena of a School District Employee)
Burnsville-Eagan-Savage School District Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)

Adopted: 7/1985
Reviewed: 5/14/2015
Revised: 5/28/2015
Rescinds: BH

Burnsville-Eagan-Savage School District Policy 212

212 SCHOOL BOARD MEMBER DEVELOPMENT

I. PURPOSE

In recognition of the need for continuing inservice training and development for its members, the purpose of this policy is to encourage the members of the school board to participate in professional development activities designed for them so that they may perform their responsibilities.

II. GENERAL STATEMENT OF POLICY

- A. New school board members will be provided the opportunity and encouragement to attend the orientation and training sessions sponsored by the Minnesota School Boards Association (MSBA). School board members shall receive training in school finance and management developed in consultation with MSBA.
- B. All school board members are encouraged to participate in school board and related workshops and activities sponsored by local, state, and national school boards associations, as well as in the activities of other educational groups.
- C. School board members are expected to report back to the school board with materials of interest gathered at the various meetings and workshops.
- D. The school board will reimburse the necessary expenses of all school board members who attend meetings and conventions pertaining to school activities and the objectives of the school board, within the approved policy and budget allocations of the school district relating to the reimbursement of expenses involving the attendance at workshops and conventions.

Legal References: Minn. Stat. § 123B.09, Subd. 2 (School Board Member Training)

Cross References: Burnsville-Eagan-Savage School District Policy 214 (Out-of-State Travel by School Board Members)
Burnsville-Eagan-Savage School District Policy 412 (Expense Reimbursement)

Adopted: 10/1999
Reviewed: 05/14/2015
Revised: 5/28/2015
Rescinds: BCE

Burnsville-Eagan-Savage School District Policy 213

213 SCHOOL BOARD COMMITTEES

I. PURPOSE

The purpose of this policy is to provide for the structure and the operation of committees or subcommittees of the school board.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school board is to designate school board committees or subcommittees when it is determined that a committee process facilitates the mission of the school board.
- B. The school board has determined that certain permanent standing committees, as described in this policy, do facilitate the operation of the school board and the school district.
- C. A school board committee or subcommittee will be formed by school board resolution which shall outline the duties and purpose of the committee or subcommittee.
- D. A committee or subcommittee is advisory in nature and has only such authority as specified by the school board.
- E. The school board will receive reports or recommendations from a committee or subcommittee for consideration. The school board, however, retains the right and has the duty to make all final decisions related to such reports or recommendations.
- F. The school board also may establish such ad hoc committees for specific purposes as it deems appropriate.
- G. The school board reserves the right to limit, create or abolish any standing or ad hoc committee as it deems appropriate.
- H. A committee of the school board shall not appoint a subcommittee of that committee without approval of the school board.

III. APPOINTMENT OF COMMITTEES

- A. For each standing or ad hoc committee, the school board will establish the number

of members and the term and the charge or mission of each such committee by resolution.

- B. The school board chair, in consultation with the vice chair, shall appoint the members of each standing or ad hoc committee and designate the chair thereof after receiving input from individual school board members on their preferences. Assignments should be rotated when appropriate. School board members shall be responsible for finding another school board member to attend any meeting they are unable to attend whenever possible.
- C. The school board may, as it deems necessary for carrying out its duties create committees. These committees may include the following:
 - 1. Committee of the Whole—A committee comprised of the entire school board to provide a school board forum to discuss matters of policy and work on specific tasks.
 - 2. Ad Hoc Committees—Two or three school board members research an issue facing the school board and make recommendations for consideration by the entire school board. These committees shall be of limited duration to cover the charge of the committee.
 - 3. Board Advisory Committees—Broad representation of the communities of the school district study and make a report to the school board on a specific issue. The school board will provide the committee with a detailed charge and timeline. The duration of such a committee will be determined by the committee or by applicable statute. School board members may serve as non-voting members on any committee formed to advise the school board.
 - 4. Standing Committees—Two or three school board members will serve on standing committees for terms of up to two years, when the school board decides this is necessary for the efficient management of school board affairs. Standing committees will be reviewed by the board annually for the duration of the committee.
- D. School board members will be assigned to represent the school district on boards or committees of organizations of which the school board or school district is a member.
- E. For school board members to represent the school board on other boards or committees, the appointment must be approved by the school board.
- F. Exceptions to the policy may be made by the school board.

IV. PROCEDURES FOR SCHOOL BOARD COMMITTEES

- A. All meetings of committees or subcommittees shall be open to the public in

compliance with the Open Meeting Law, and notice shall be given as prescribed by law.

- B. A committee or subcommittee shall act only within the guidelines and mission established for that committee or subcommittee by the school board.
- C. Actions of a committee or subcommittee shall be by majority vote and be consistent with the governing rules of the school board.
- D. The committee or subcommittee shall designate a secretary who will record the minutes of actions of the school board committee.
- E. The power of a committee or subcommittee of the school board is advisory only and is limited to making recommendations to the school board.
- F. A committee or subcommittee of the school board shall, when appropriate, clarify in any dealings with the public that its powers are only advisory to the school board.

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)

Cross References: Burnsville-Eagan-Savage School District Policy 201 (Legal Status of the School Board)
Burnsville-Eagan-Savage School District Policy 203 (Operation of the School Board – Governing Rules)
MSBA Service Manual, Chapter 13, School Law Bulletin “C” (Minnesota’s Open Meeting Law)

Adopted: 10/1999
Reviewed: 5/14/2015
Revised: 5/28/2015
Rescinds: DLCA

Burnsville-Eagan-Savage School District Policy 214

214 OUT-OF-STATE TRAVEL BY SCHOOL BOARD MEMBERS

I. PURPOSE

The purpose of this policy is to control out-of-state travel by school board members as required by law.

II. GENERAL STATEMENT OF POLICY

School board members have an obligation to become informed on the proper duties and functions of a school board member, to become familiar with issues that may affect the school district, to acquire a basic understanding of school finance and budgeting, and to acquire sufficient knowledge to comply with federal, state, and local laws, rules, regulations, and school district policies that relate to their functions as school board members. Occasionally, it may be appropriate for school board members to travel out of state to fulfill their obligations.

III. APPROPRIATE TRAVEL

Travel outside the state is appropriate when the school board finds it proper for school board members to acquire knowledge and information necessary to allow them to carry out their responsibilities as school board members. Travel to out-of-state meetings, such as regional or national meetings of the National School Boards Association, for which the member intends to seek reimbursement from the school district must be preapproved by the school board at a regularly scheduled meeting of the board.

IV. REIMBURSABLE EXPENSES

Expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district-related expenses.

V. REIMBURSEMENT

A. Requests for reimbursement must adhere to the district's expense reimbursement regulations, be itemized on the appropriate school district form, and are to be submitted to the superintendent. Receipts for lodging, commercial transportation, registration, and other reasonable and necessary expenses must be attached to the reimbursement form.

- B. Automobile travel shall be reimbursed at the mileage rate set by the school board. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.
- C. Amounts to be reimbursed for school board member out-of-state travel, including registration fees, shall be within the school board's approved budget allocations.

VI. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

The superintendent shall develop a schedule of reimbursement rates for school district business expenses, including those expenses requiring advance approval and specific rates of reimbursement. The superintendent shall also develop directives and guidelines to address methods and times for submission of requests for reimbursement.

VII. RESPONSIBILITIES

Board Chair – Ensure out-of-state travel for board members is preapproved at a regularly scheduled meeting of the board.

Superintendent or designee– Assist board members in securing registrations, housing, and travel accommodations for board approved out-of-state travel. Receive and review requests for reimbursement in accordance with district regulations.

VIII. CONTACTS

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

Legal References: Minn. Stat. § 123B.09, Subd. 2 (School Board Member Training)
 Minn. Stat. § 471.661 (Out-of-State Travel)
 Minn. Stat. § 471.665 (Mileage Allowances)
 Minn. Op. Atty. Gen. 1035 (Aug. 23, 1999) (Retreat Expenses)
 Minn. Op. Atty. Gen. 161b-12 (Aug. 4, 1997) (Transportation Expenses)

Cross References: Burnsville-Eagan-Savage School District Policy 212 (School Board Member Development)
 Burnsville-Eagan-Savage School District Policy 412 (Expense Reimbursement)

Adopted: 5/28/2015
Reviewed: 5/14/2015
Revised: 5/28/2015
Rescinds:

301 SCHOOL DISTRICT ADMINISTRATION

I. PURPOSE

The purpose of this policy is to clarify the role of the school district administration and its relationship with the school board.

II. GENERAL STATEMENT OF POLICY

- A. Effective administration and sound management practices are essential to realizing educational excellence. It is the responsibility of the school district administration to develop a school environment that recognizes the dignity of each student and employee, and the right of each student to access educational programs and services.
- B. The school board expects all activities related to the operation of the school district to be administered in a well-planned manner, conducted in an orderly fashion, and to be consistent with the policies of the school board.
- C. The school board shall seek specific recommendations, background information and professional advice from the school district administration, and will hold the administration accountable for sound management of the schools.
- D. Although the school board holds the superintendent ultimately responsible for administration of the school district and annual evaluation of each principal, the school board also recognizes the direct responsibility of principals for educational results and effective administration, supervisory, and instructional leadership at the school building level.
- E. The school board and school administration shall work together to share information and decisions that best serve the needs of school district students within financial and facility constraints that may exist.

Legal References: Minn. Stat. § 123B.143 (Superintendent)
Minn. Stat. § 123B.147 (Principals)

Cross References: MSBA Service Manual, Chapter 3, Superintendent of Schools

Adopted: 6/1982
Reviewed: 5/14/2015
Revised: 5/28/2015
Rescinds: CBA

302 SUPERINTENDENT

I. PURPOSE

The purpose of this policy is to recognize the importance of the role of the superintendent and the overall responsibility of that position within the school district.

II. GENERAL STATEMENT OF POLICY

The school board shall employ a superintendent who shall serve as an ex officio, nonvoting member of the school board and as chief executive officer of the school system.

III. GENERAL RESPONSIBILITIES

- A. The superintendent is responsible for the management of the schools, the administration of all school district policies, and is directly accountable to the school board.
- B. The superintendent shall annually evaluate each principal assigned responsibility for supervising a school building in the district.
- C. The superintendent may delegate responsibilities to other school district personnel, but shall continue to be accountable for actions taken under such delegation.
- D. Where responsibilities are not specifically prescribed, nor school board policy applicable, the superintendent shall use personal and professional judgment, subject to review by the school board.

Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: Burnsville-Eagan-Savage School District Policy 202 (School Board Officers)
Burnsville-Eagan-Savage School District Policy 208 (Development, Adoption, and Implementation of Policies)
Burnsville-Eagan-Savage School District Policy 214 (Out-of-State Travel by School Board Members)
Burnsville-Eagan-Savage School District Policy 301 (School District Administration)
Burnsville-Eagan-Savage School District Policy 303 (Superintendent Selection)

Burnsville-Eagan-Savage School District Policy 304 (Superintendent Contract, Duties, and Evaluation)
Burnsville-Eagan-Savage School District Policy 305 (Policy Implementation)
Burnsville-Eagan-Savage School District Policy 306 (Administrator Code of Ethics)
Burnsville-Eagan-Savage School District Policy 412 (Expense Reimbursement)
Burnsville-Eagan-Savage School District Policy 510 (School Activities)
Burnsville-Eagan-Savage School District Policy 511 (Student Fundraising)
Burnsville-Eagan-Savage School District Policy 513 (Student Promotion, Retention, and Program Design)
Burnsville-Eagan-Savage School District Policy 602 (Organization of School Calendar and School Day)
Burnsville-Eagan-Savage School District Policy 605 (Alternative Programs)
Burnsville-Eagan-Savage School District Policy 701 (Establishment and Adoption of School District Budget)
Burnsville-Eagan-Savage School District Policy 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)
Burnsville-Eagan-Savage School District Policy 802 (Disposition of Obsolete Equipment and Material)
Burnsville-Eagan-Savage School District Policy 903 (Visitors to School District Buildings and Sites)
Burnsville-Eagan-Savage School District Policy 905 (Advertising)
Burnsville-Eagan-Savage School District Policy 906 (Community Notification of Predatory Offenders)
Burnsville-Eagan-Savage School District Policy 907 (Rewards)
MSBA Service Manual, Chapter 3, Superintendent of Schools

Adopted: 2/1990
Reviewed: 5/14/2015
Revised: 5/28/2015
Rescinds: CBB

303 SUPERINTENDENT SELECTION

I. PURPOSE

The purpose of this policy is to convey to the school community that the authority to select and employ a superintendent is vested in the school board.

II. GENERAL STATEMENT OF POLICY

The school board shall employ a superintendent to serve as the chief executive officer of the school board and to conduct the daily operations of the school district.

III. QUALIFICATIONS

- A. The school board shall consider applicants who meet or exceed the licensing standards set by the Minnesota Board of School Administrators and qualifications established in the job description for the superintendent position. State and federal equal employment and nondiscrimination requirements shall be observed throughout the recruitment and selection process.
- B. The school board will consider professional preparation, experience, skill, and demonstrated competence of qualified applicants in making a final decision. The school board will conduct a search to find the person it believes can most effectively translate into action its policies and the aspirations of the community.

IV. SELECTION

- A. A process for recruitment, screening, and interviewing of candidates shall be developed by the school board.
- B. The school board may seek the advice and counsel of interested individuals or of an advisory committee, or it may employ a consultant to assist in the superintendent selection. However, the final selection will rest with the school board after a thorough consideration of qualified applicants.
- C. The school board shall provide the contract for the superintendent and specifically identify all conditions of employment mutually agreed upon with the superintendent. In so doing, the school board shall observe all requirements of state and federal law and school board policy.

Legal References: Minn. Stat. § 123B.143 (Superintendent)
Minn. Rules, Chapter 3512

Cross References: MSBA Service Manual, Chapter 3, Superintendent of Schools

Adopted: 5/2004
Reviewed: 5/14/2015
Revised: 5/28/2015
Rescinds: AFB

304 SUPERINTENDENT CONTRACT, DUTIES, AND EVALUATION

I. PURPOSE

The purpose of this policy is to provide for the use of an employment contract with the superintendent, a position description, and the use of an approved instrument to evaluate performance.

II. GENERAL STATEMENT OF POLICY

- A. The superintendent's contract shall be used to formalize the employment relationship and to specifically identify and clarify all conditions of employment with the superintendent.
- B. Evaluation is a summative description of the superintendent's performance in all areas of his/her responsibility. The purpose of the performance evaluation is to recognize effective leadership and management, encourage improved performance, communicate and clarify school board expectations, generate mutual understanding, improve communication, and facilitate the process of planning to meet future needs. The specific duties for which the superintendent is accountable shall be set forth in a position description for the superintendent
 - 1. The school board will periodically evaluate the superintendent's performance and will formally evaluate the superintendent at least annually.
 - 2. The superintendent and school board members will establish a clear set of expectations for the evaluation, including the goals to be accomplished and the instrument(s) to be used, to provide a consistent and fair process for the evaluation.
- C. The school board may use the model contract approved by the boards of the Minnesota School Boards Association and the Minnesota Association of School Administrators as a model instrument.

III. PROCESS FOR CONDUCTING THE SUPERINTENDENT'S EVALUATION

- A. School board members will complete as much of the evaluation form as possible before the evaluation meeting.
- B. At the evaluation meeting, the superintendent will meet with the school board to present information regarding the status of annual goal accomplishment, overall

performance relative to the job description, and input from others regarding performance. School board members may ask clarifying questions.

- C. The school board and superintendent together will engage in discussion using the information provided by the superintendent in addition to school board members' individual evaluative comments. Following this joint discussion, the school board may ask the superintendent for time by itself to determine evaluation outcomes. If granted, the superintendent will be invited to rejoin the school board for a final review and comment.
- D. The vice chair will prepare a summative evaluation draft based on the discussion noted above and on written comments from individual school board members. All school board members will review the draft. Following that review, the vice chair will meet with the superintendent to share the summative evaluation and the school board's perspective regarding the superintendent's performance. A copy of the summative evaluation instrument will be provided to the superintendent for his/her personnel file.
- E. The vice chair will summarize the findings of the performance evaluation at the next public meeting of the school board following the evaluation.

Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: MSBA Service Manual, Chapter 3, Superintendent of Schools (See Model Contract, Sample Performance Appraisals, and Model Job Description)

Adopted: 5/28/2015
Reviewed: 5/14/2015
Revised: 5/28/2015
Rescinds:

306 ADMINISTRATOR CODE OF ETHICS

I. PURPOSE

The purpose of this policy is to establish the requirements of the school board that administrators adhere to the standards of ethics and professional conduct in this policy and Minnesota law.

II. GENERAL STATEMENT OF POLICY

- A. An administrator's professional behavior must conform to an ethical code. The code must be idealistic and at the same time practical, so that it can apply reasonably to all administrators. The administrator acknowledges that the schools belong to the public they serve for the purpose of providing educational opportunities to all. However, the administrator assumes responsibility for providing professional leadership in the school and community. This responsibility requires the administrator to maintain standards of exemplary professional conduct. It must be recognized that the administrator's actions will be viewed and appraised by the community, professional associates, and students. To these ends, the administrator must subscribe to the following standards.
- B. The Administrator:
1. Makes the well-being of students the fundamental value of all decision-making and actions.
 2. Fulfills professional responsibilities with honesty and integrity.
 3. Supports the principle of due process and protects the civil and human rights of all individuals.
 4. Obeys local, state, and national laws and does not knowingly join or support organizations that advocate, directly or indirectly, the overthrow of the government.
 5. Implements the school board's policies.
 6. Pursues appropriate measures to correct those laws, policies, and regulations that are not consistent with sound educational goals.

7. Avoids using positions for personal gain through political, social, religious, economic, or other influence.
8. Accepts academic degrees or professional certification only from duly accredited institutions.
9. Maintains the standards and seeks to improve the effectiveness of the profession through research and continuing professional development.
10. Honors all contracts until fulfillment, release, or dissolution is mutually agreed upon by all parties to the contract.
11. Adheres to the Code of Ethics for School Administrators in Minnesota Rule.

Legal References: Minn. Stat. § 122A.14, Subd. 4 (Code of Ethics)
Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)

Cross References:



**Agenda II.B.7
May 28, 2015**

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

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

Date: May 22, 2015

Re: Extended Field Trip Request

RECOMMENDATION: That the Board of Education approves the extended field trip proposal submitted by Harriet Bishop Elementary School for sixth grade students to go to Eagle Bluff Environmental Center September 14-16, 2015 and that the IICA Policy requirement prohibiting extended elementary field trips is waived for this trip.

Background

Eagle Bluff Environmental Learning Center is an accredited special function school with a staff of licensed teachers and trained naturalists. In coordination with Minnesota science standards, the students are taught specific skills and standards through hands-on experiments and first hand experiences.

The students will participate in 30 hours of hands on environmental learning to enhance their awareness of the natural world. Students will participate in cooperation, trust, and team building with their classmates by participating in activities purposefully created to develop group cohesiveness.

Policy IICA prohibits extended field trips for elementary students unless the School Board waives the policy requirements. This proposal is in compliance with Board Policy IICA in all other aspects. Background checks of all volunteers will be completed prior to departure. We believe it is a worthy of your support and recommend action accordingly.



**Agenda III.A.1.
May 28, 2015**

To: Members, Board of Education
From: Lisa K. Rider, Executive Director of Business Services
Date: May 22, 2015
Re: Report from ATS&R and Wenck

Receive a report from ATS&R and Wenck.

ATS&R



97



Responsive partner.
Exceptional outcomes.

Vision One91

BURNSVILLE HIGH SCHOOL

BOARD UPDATE

MAY 28, 2015

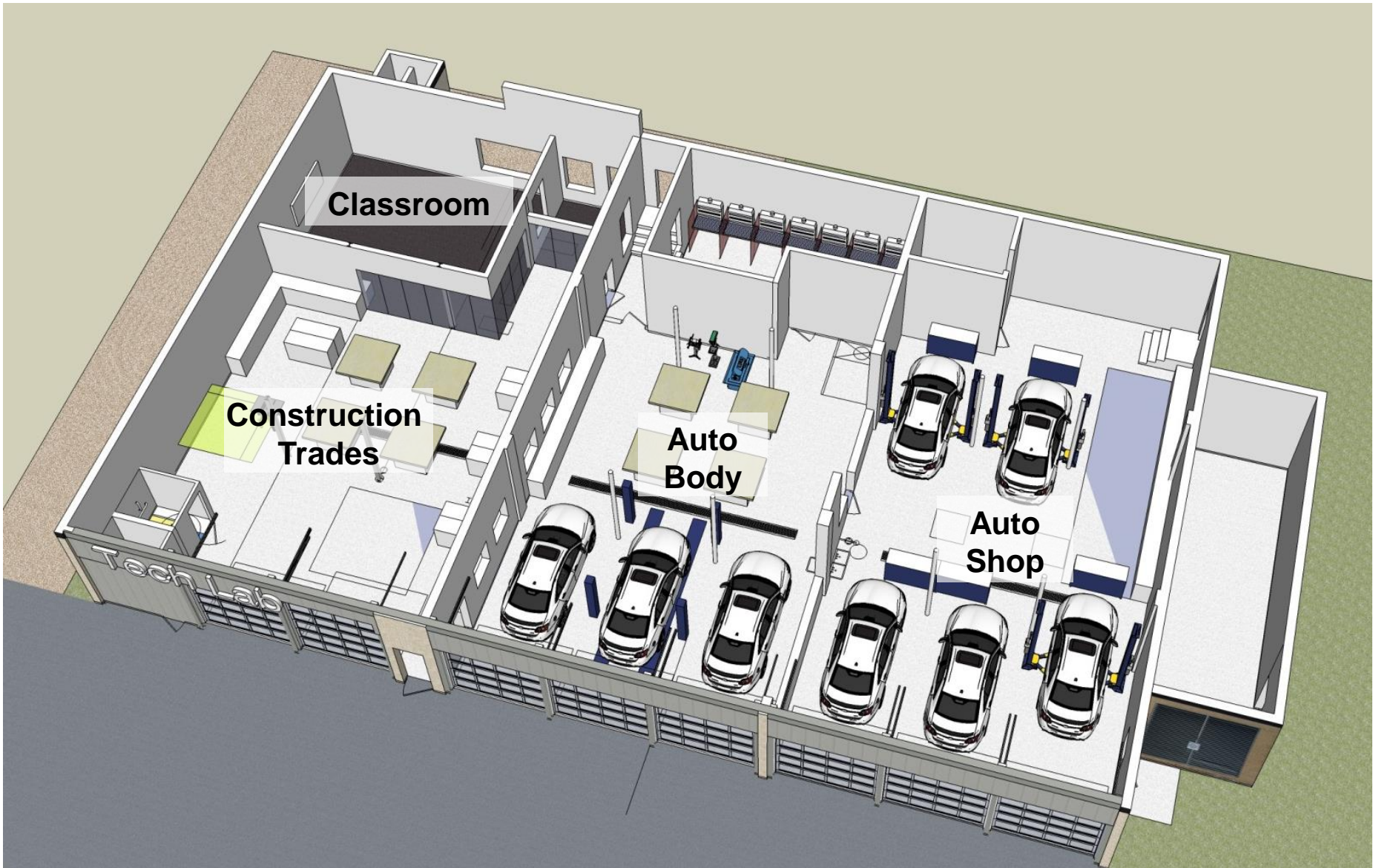
Mark Hayes
Eric Anderson
ATS&R

Mark Hovelson
Andy Hoffmann
Wenck

AGENDA

- **Construction Phasing / Bid Packages**
 - **Bid Package #1 – Scope**
- **Project Update**
 - **Site**
 - **West Classroom / Tech. Addition**
 - **Activity Center Addition**
 - **Science / Classroom Addition**
 - **Preliminary Milestone Dates**

Bid Package	Issue	Bid	Award
#1 – Annex Alts./ Demo./ Site Utilities	4/30/15	5/21/15	5/28/15
#2 - Precast Wall Panels	5/15/15	6/4/15	6/11/15
#3 - Footings / Conc. / Steel / Conc. Blk.	7/1/15	7/28/15	8/13/15
#4 - Finishes / Mech. / Elec. / Tech.	9/1/15	9/24/15	10/8/15



100

Tech Lab



Tech Lab Elevation

101

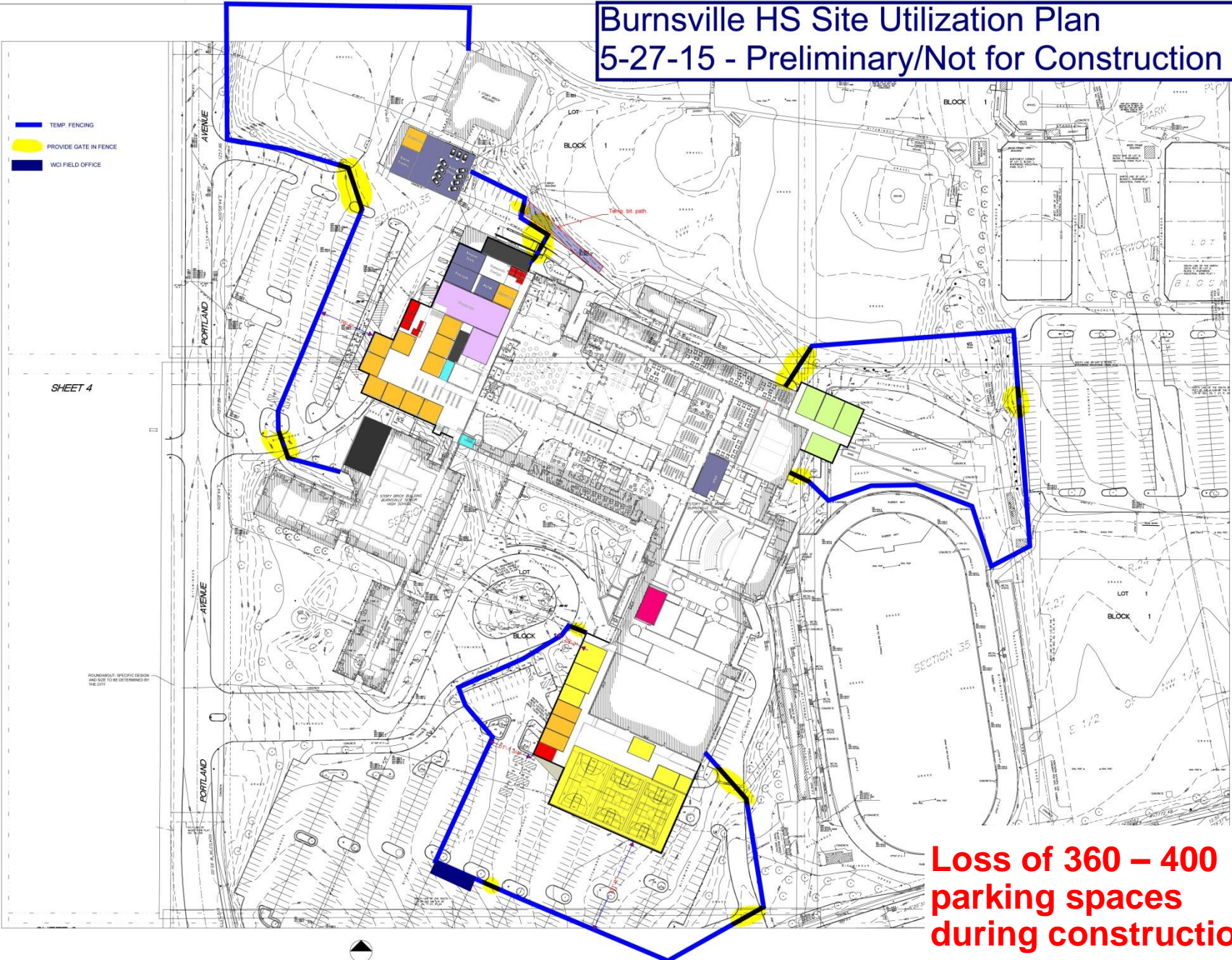


Existing Elevation

Construction Staging

Burnsville HS Site Utilization Plan 5-27-15 - Preliminary/Not for Construction

ATS&R
ARCHITECTURE ENGINEERING
PLANNING LANDSCAPE ARCHITECTURE
3001 GOLDEN VALLEY ROAD
SUITE 200
MINNEAPOLIS, MN 55427
TEL: 763.545.3731
FAX: 763.532.3289
WEB: www.atsr.com



SHEET 4

REMARKS: SPECIFIC DESIGN AND SIZE TO BE DETERMINED BY THE CITY

Additions and Alterations to:
BURNSVILLE SENIOR HIGH SCHOOL
Independent School District No. 191
600 Highway 13
Burnsville, Minnesota 55337

KEY PLAN
DRAWN BY
CHECKED BY
DESIGNED FOR:
Schematic Design
DATE: March 31, 2015
SHEET NUMBER

Loss of 360 – 400 parking spaces during construction

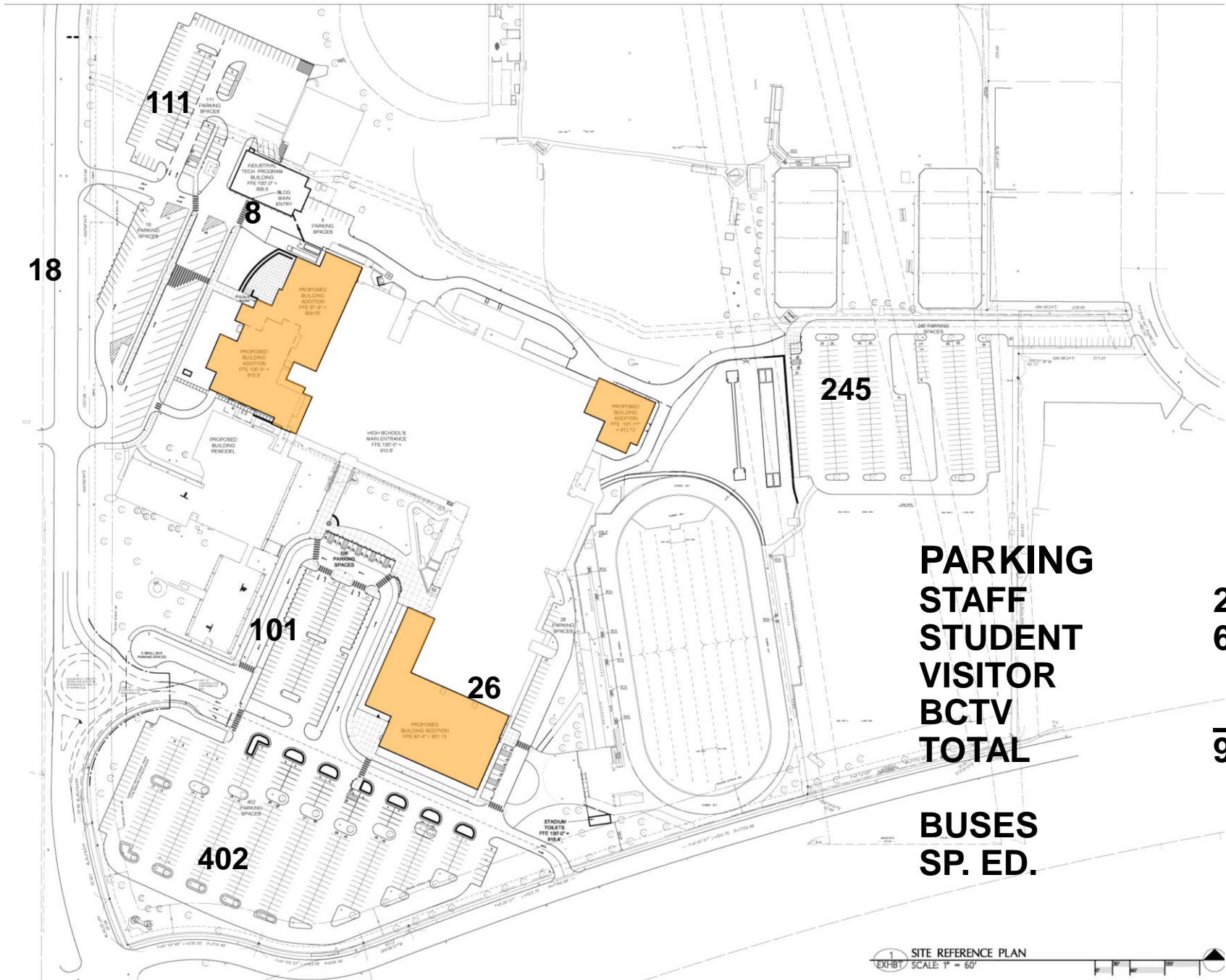
Existing Site



Image U.S. Geological Survey
© 2008 Tele Atlas

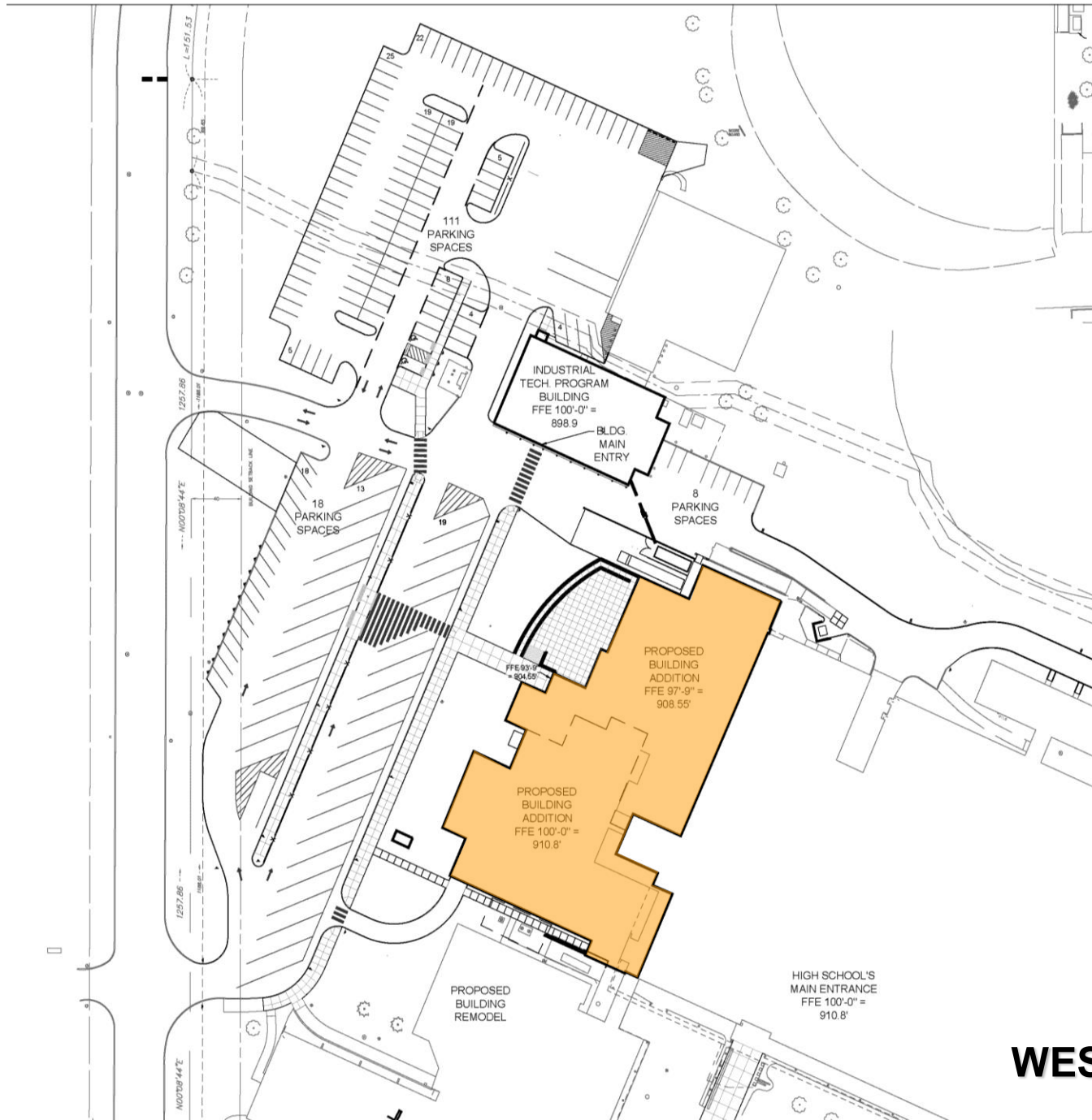
Site Plan

Site Plan



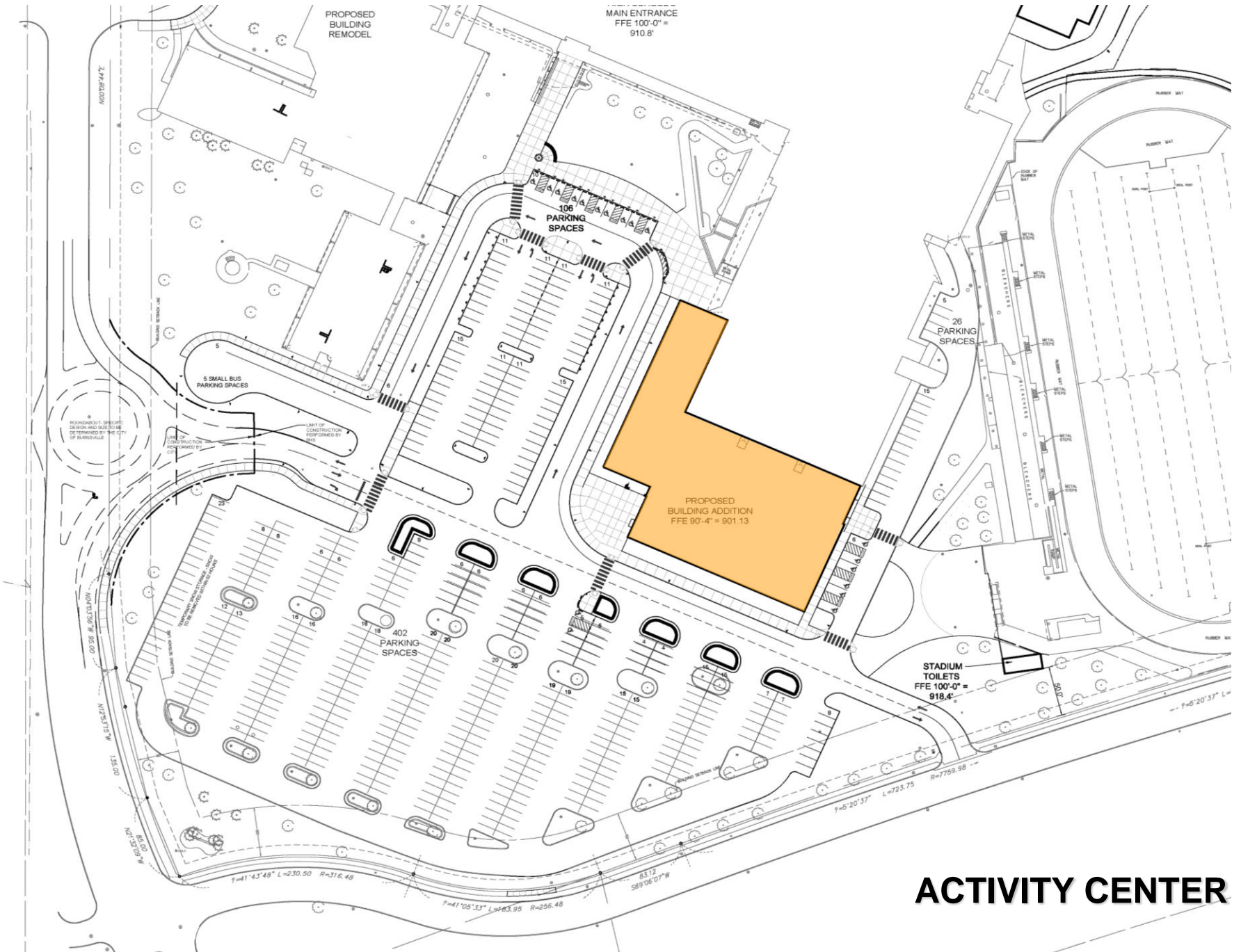
PARKING	
STAFF	250
STUDENT	637
VISITOR	14
BCTV	10
TOTAL	911

BUSES	31
SP. ED.	11



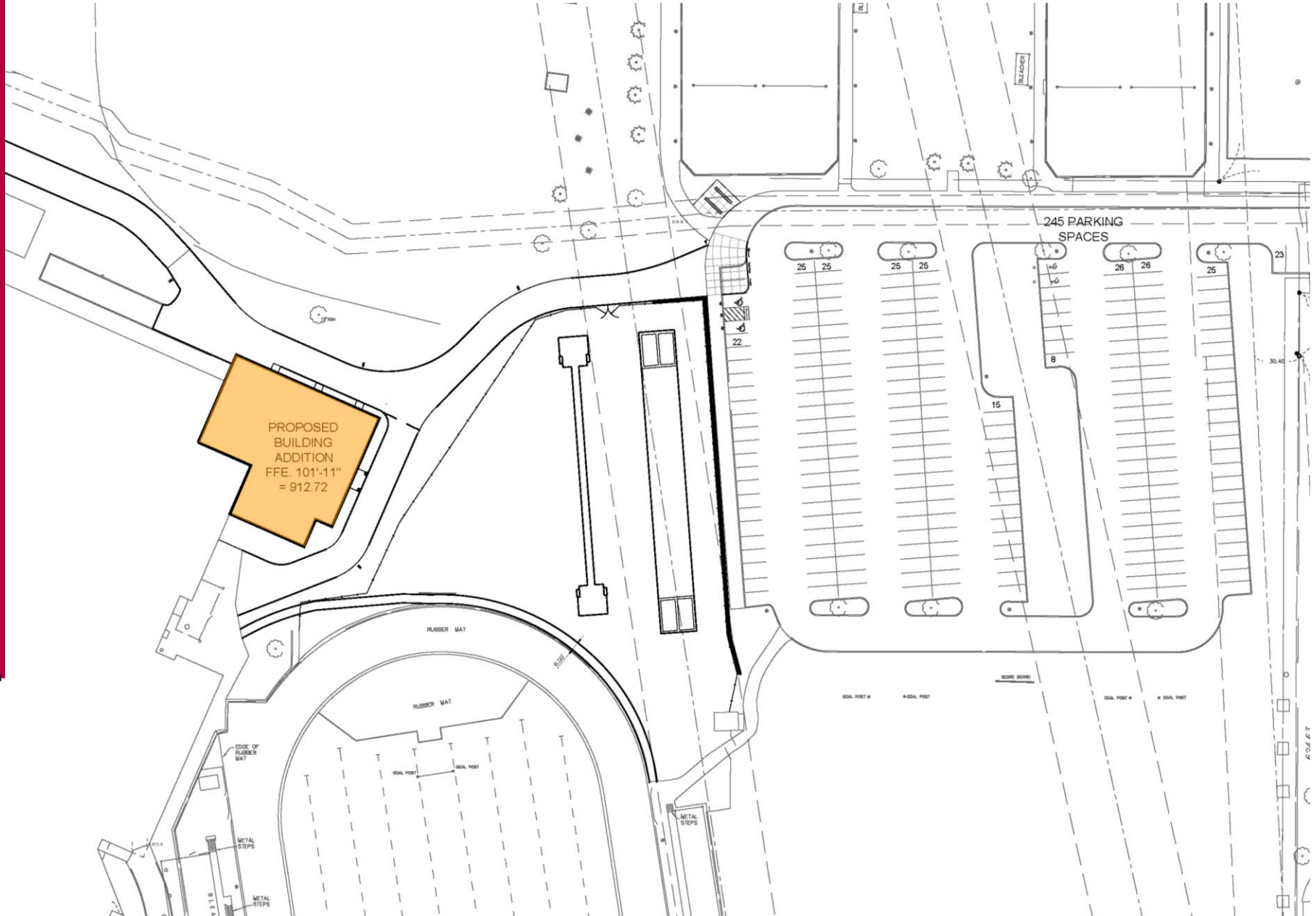
WEST ADDITION

Site Plan

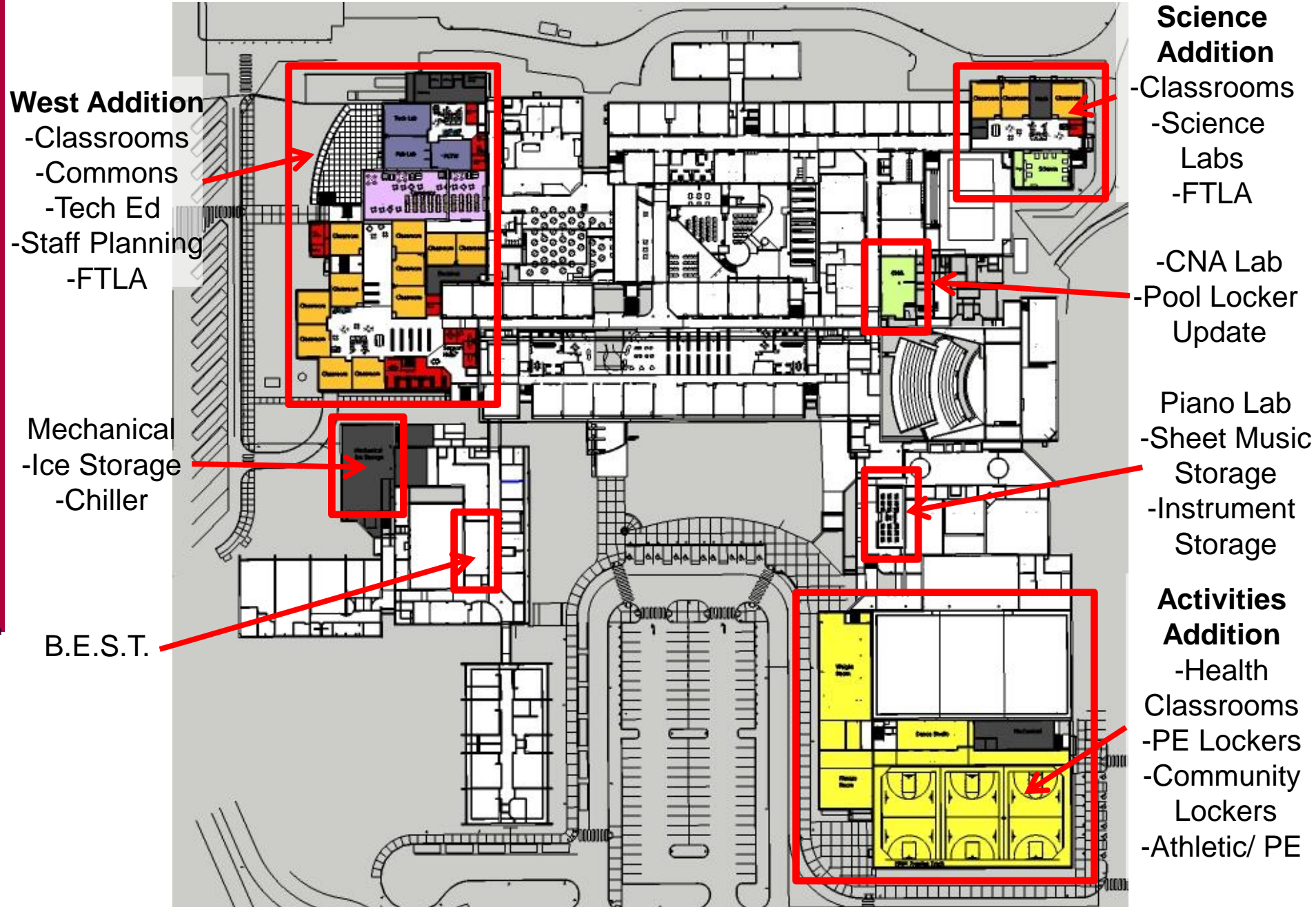


ACTIVITY CENTER

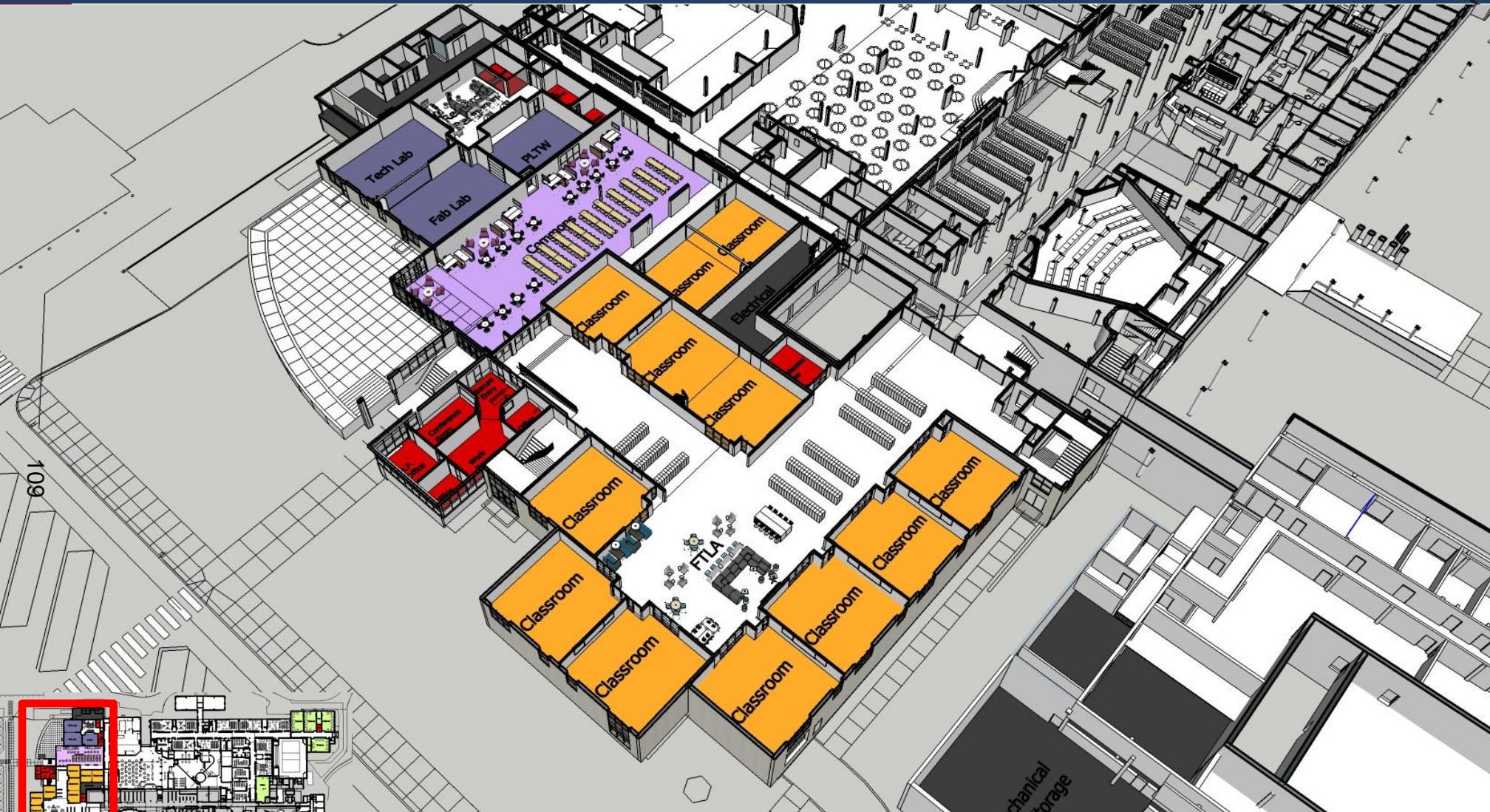
Site Plan



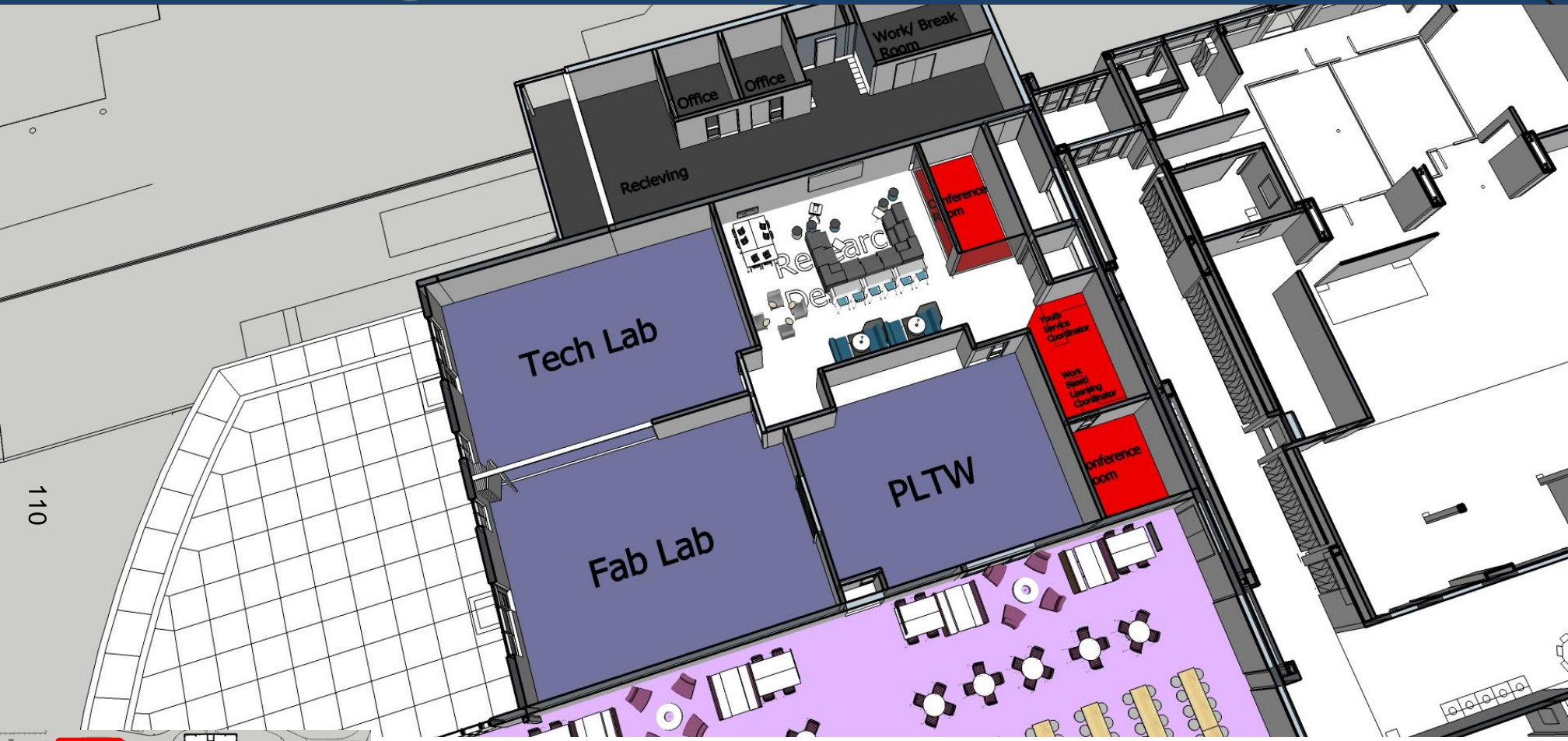
Burnsville High School – Project Scope



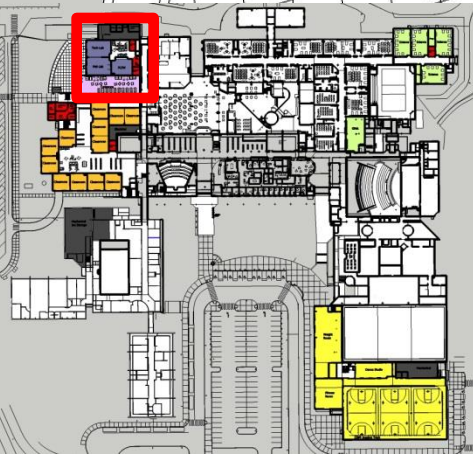
Burnsville High School – West Addition



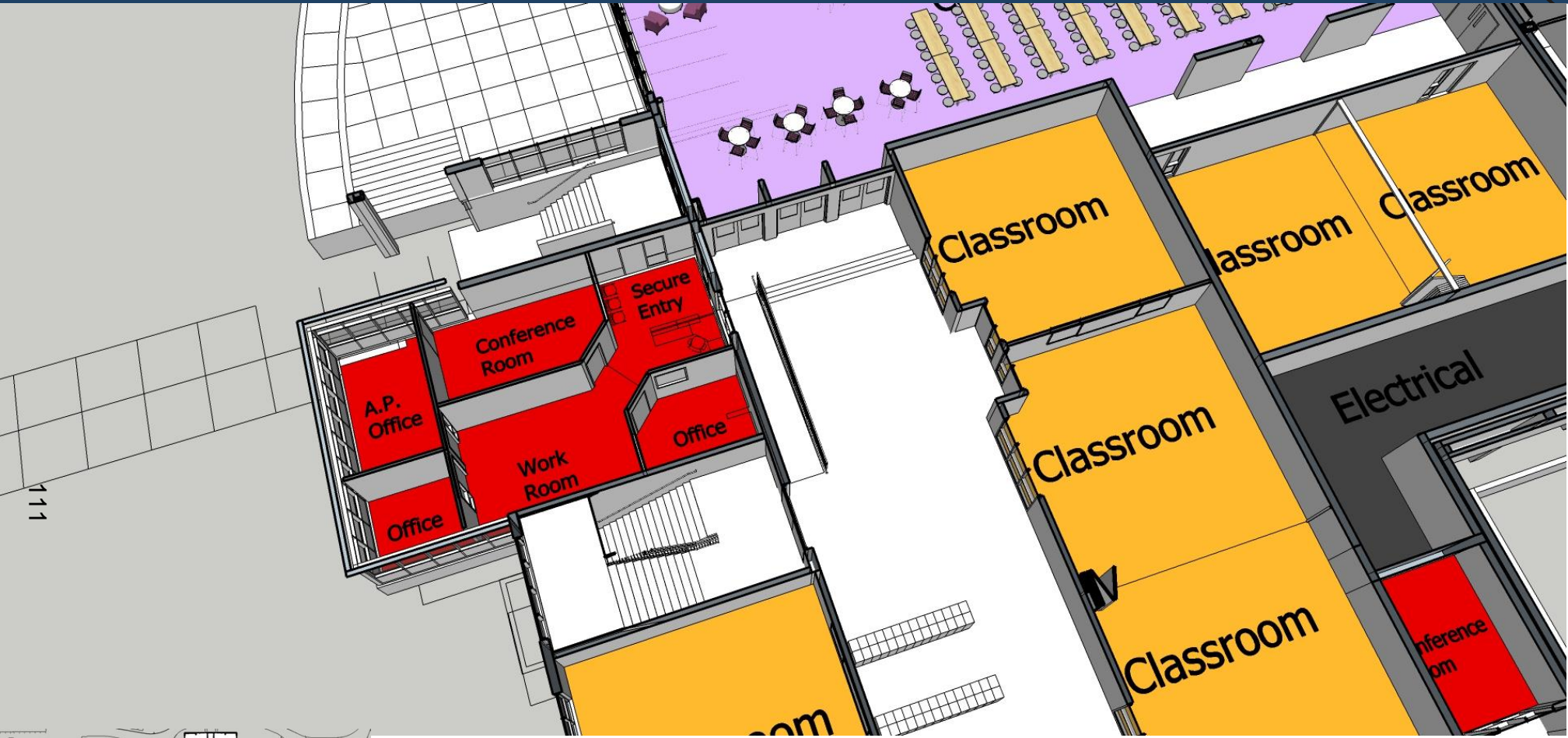
Main Level



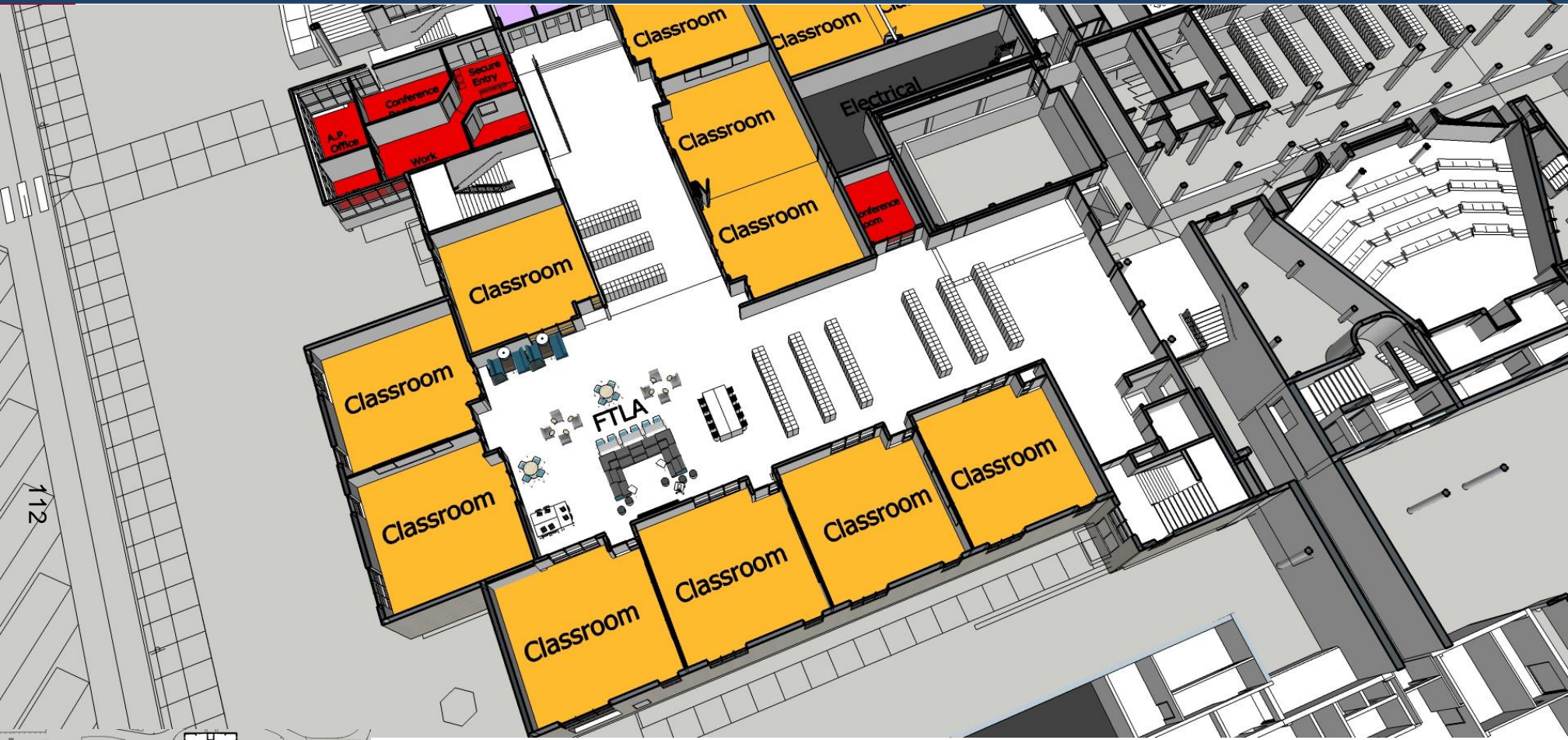
110



Tech Ed House

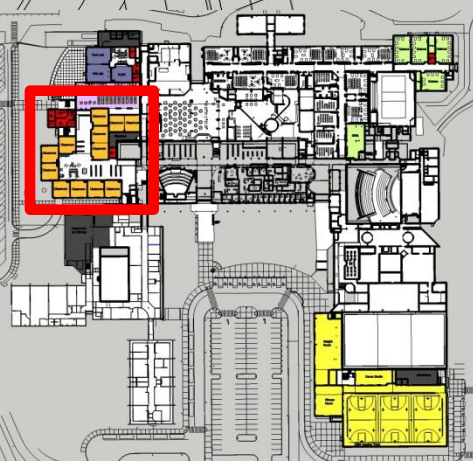


Administration



112

Classroom/ FTLA

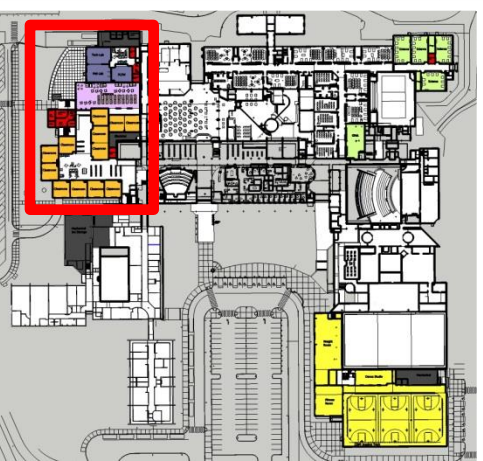
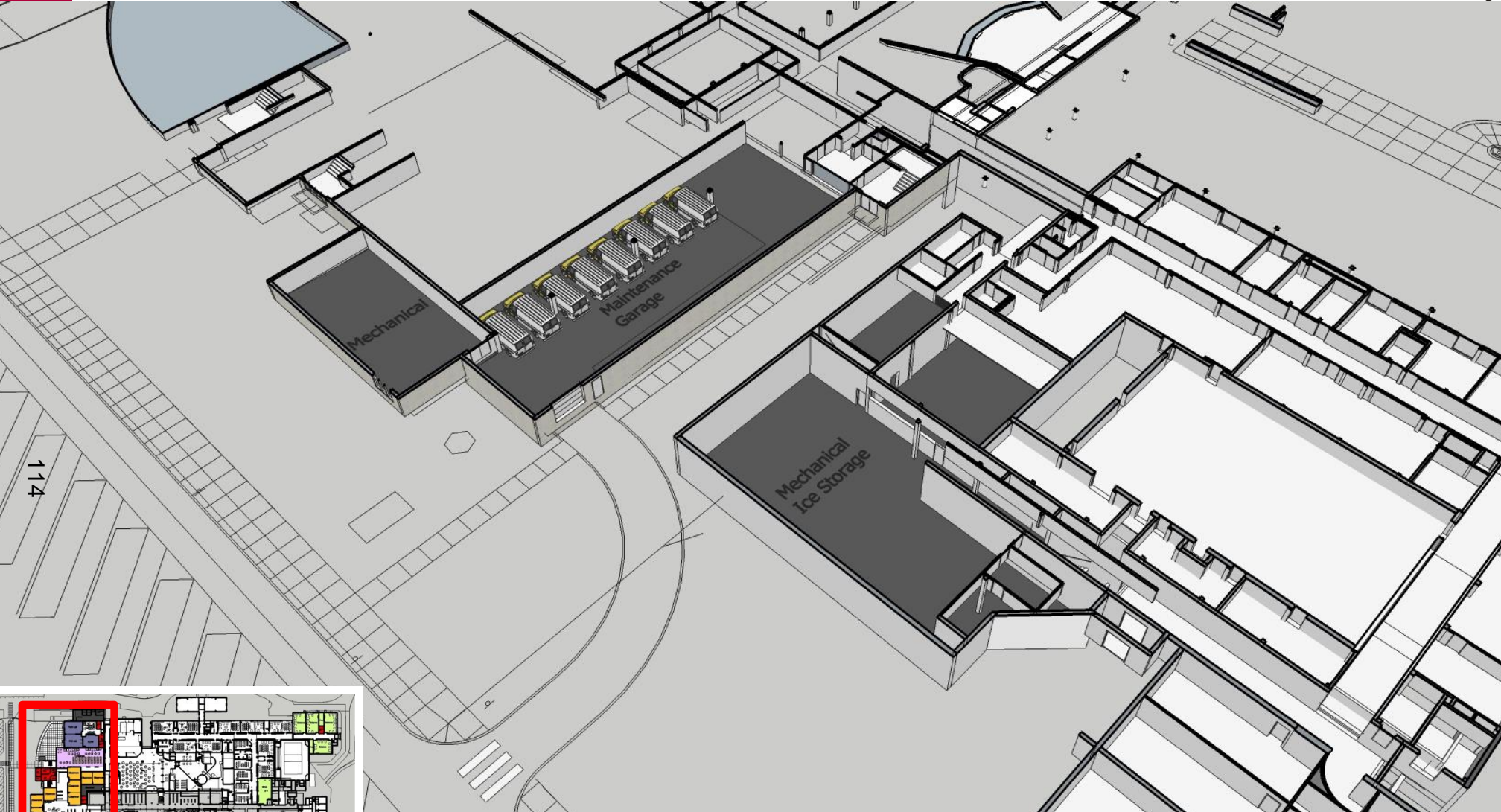


Burnsville High School – West Addition



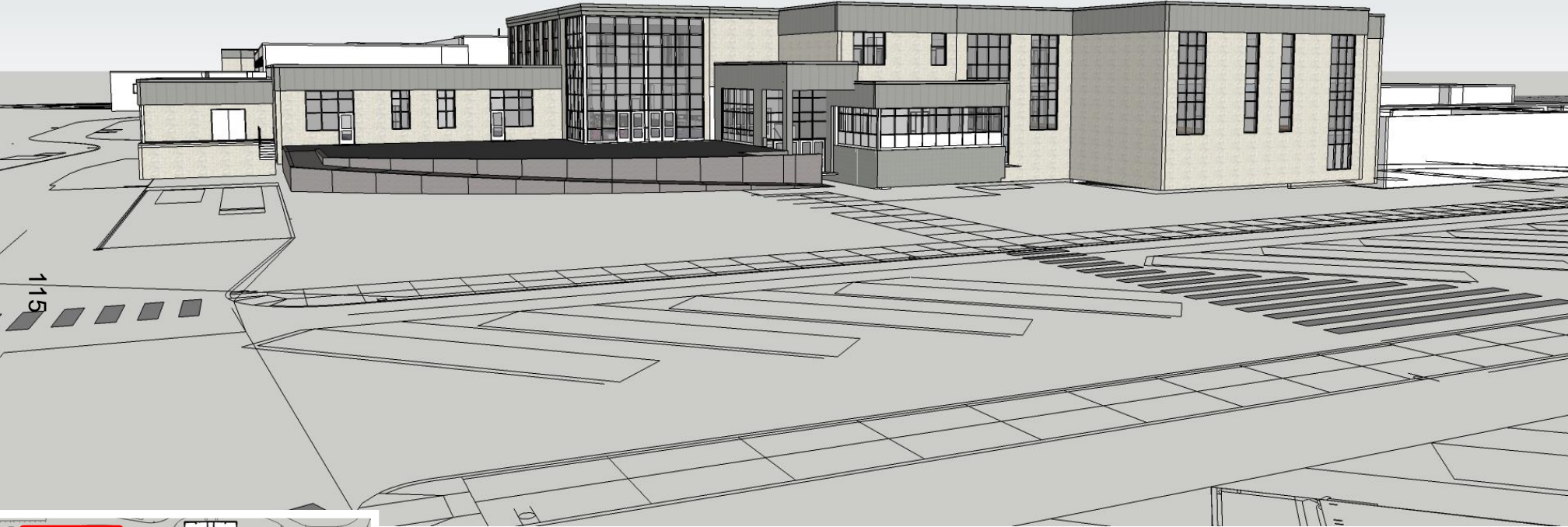
Upper Level

Burnsville High School – West Addition

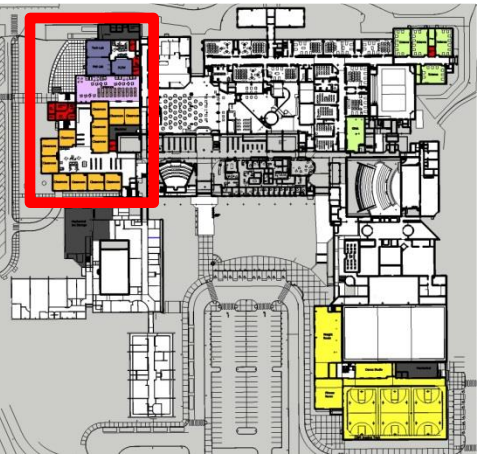


Lower Level

Burnsville High School – West Addition

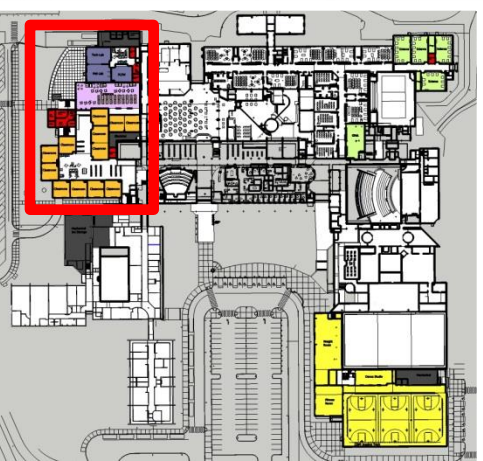


115



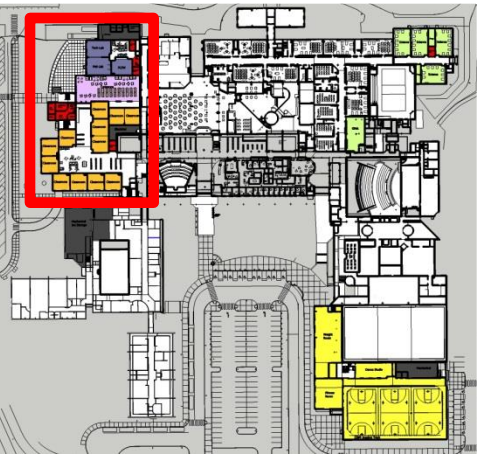
Perspective

Burnsville High School – West Addition



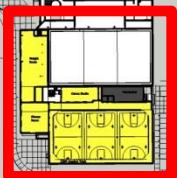
Perspective

Burnsville High School – West Addition

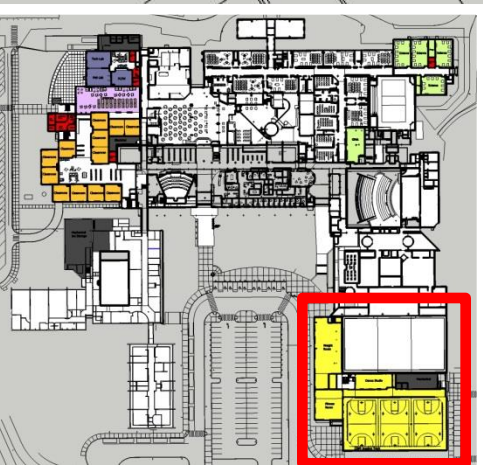
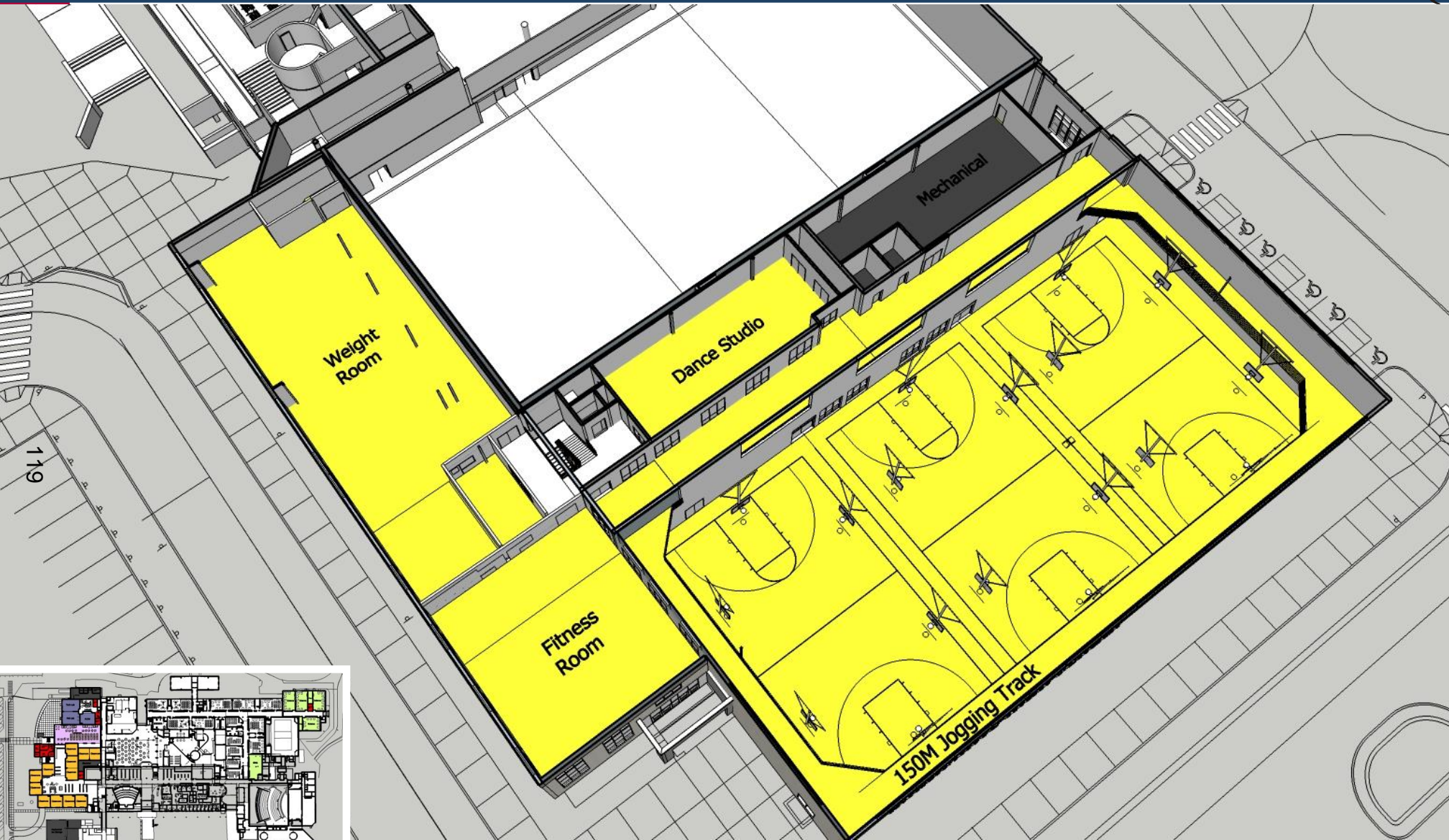


Perspective

Burnsville High School – Activities Addition

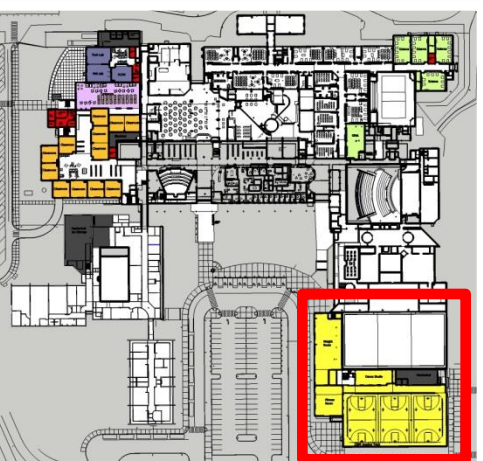


Main Level



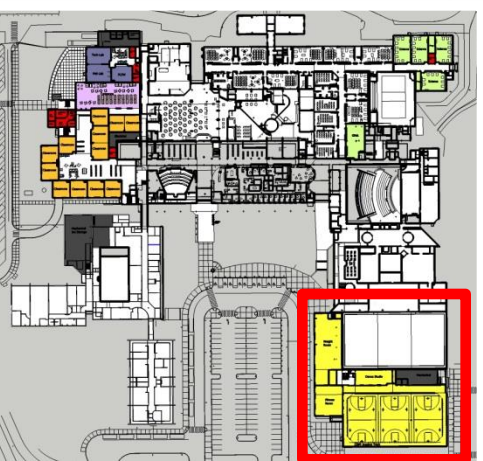
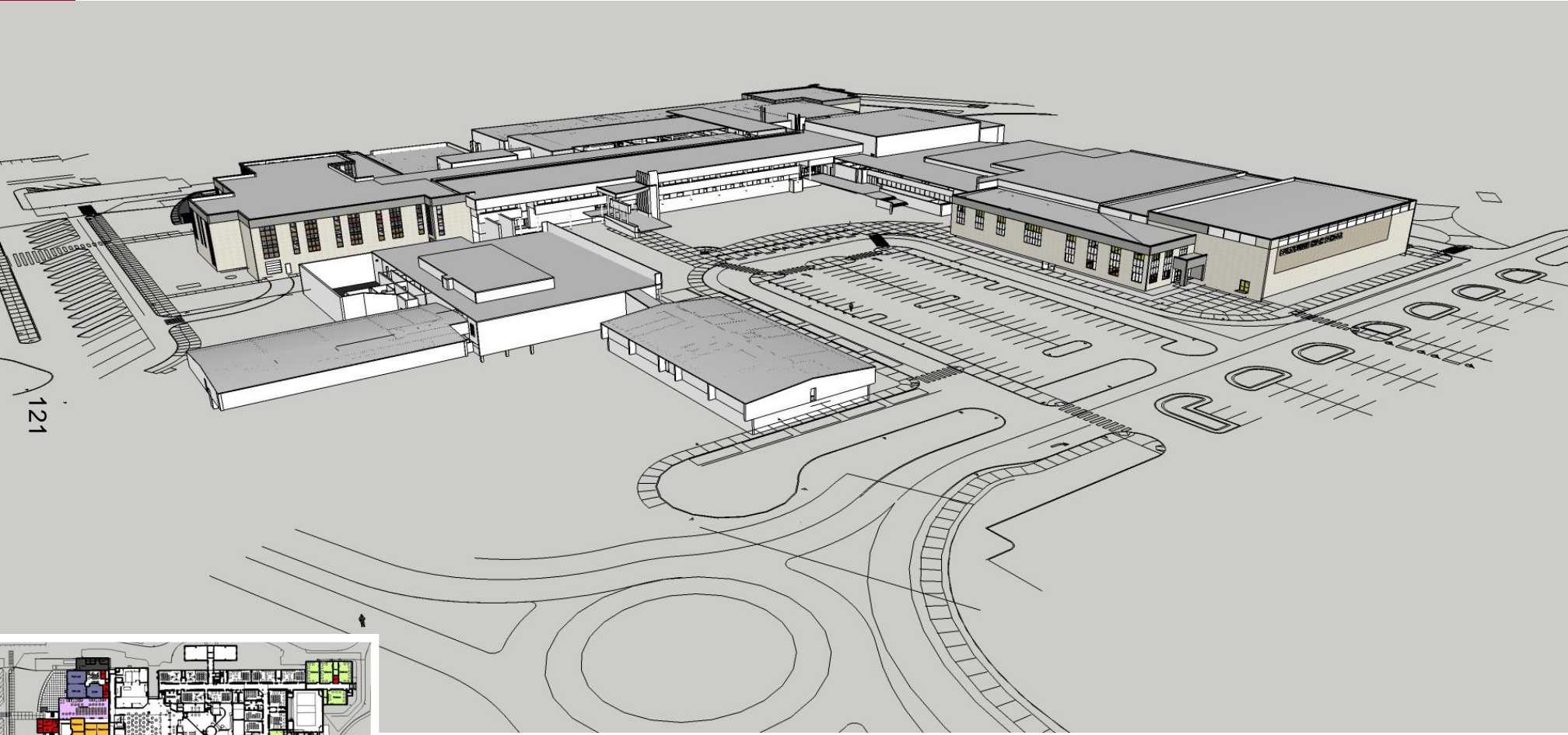
Upper Level

Burnsville High School – Activities Addition



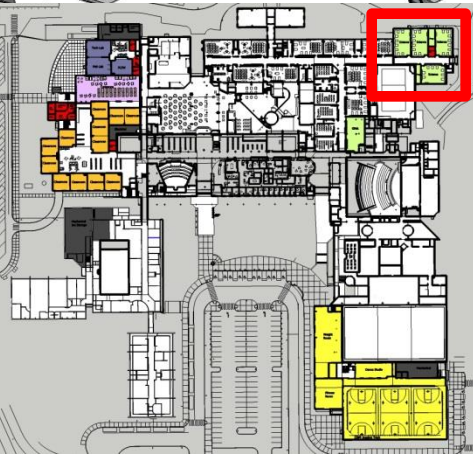
Perspective

Burnsville High School – Activities Addition



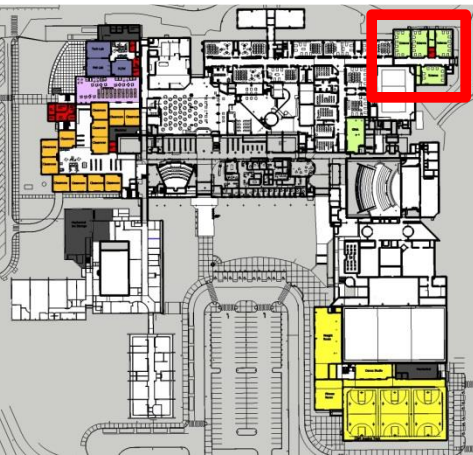
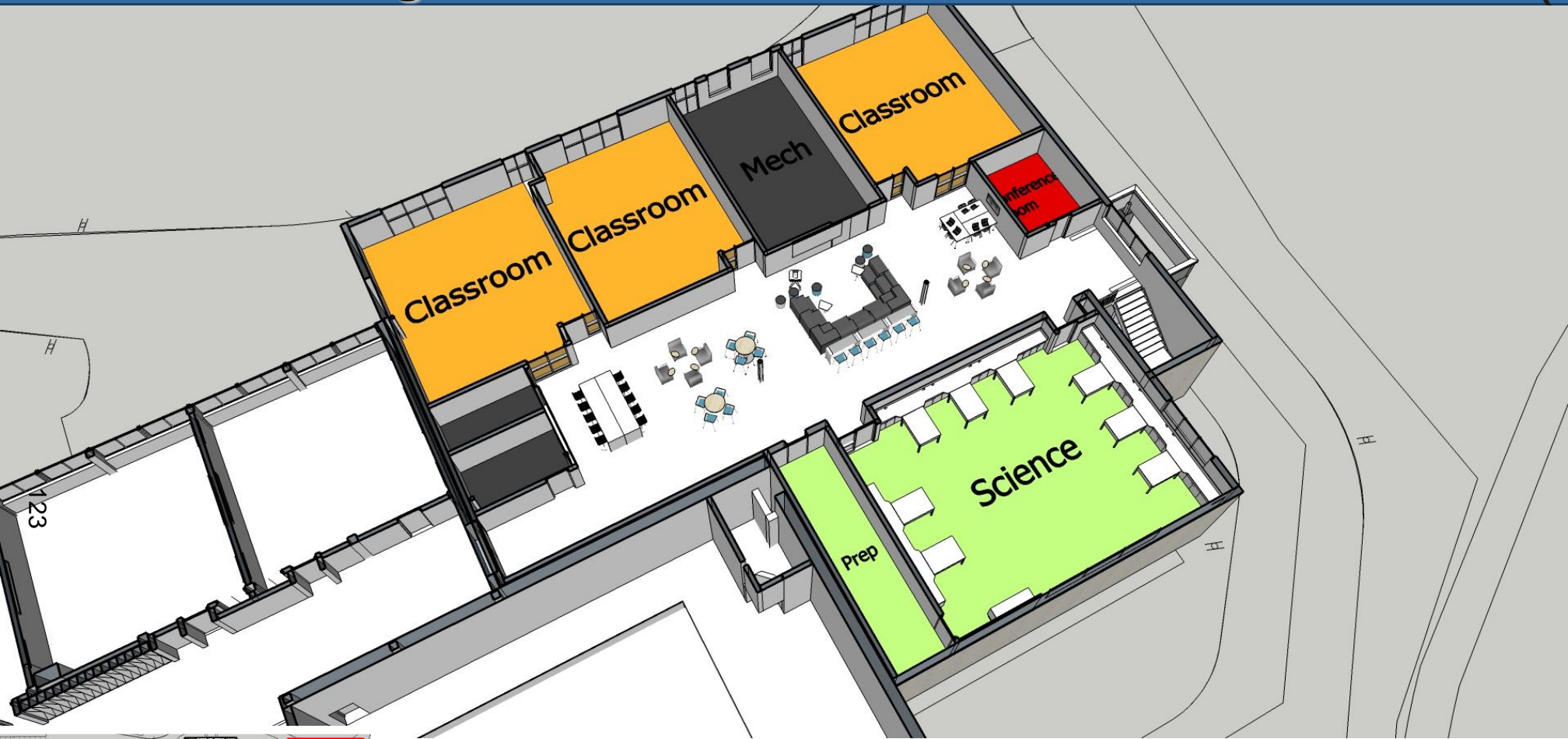
Perspective

Burnsville High School – Science Addition



Main Level

Burnsville High School – Science Addition

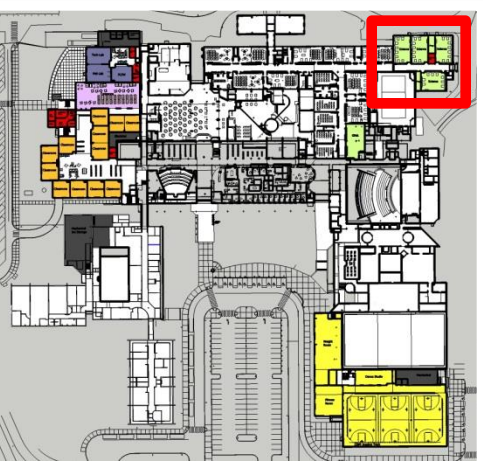


Upper Level

Burnsville High School – Science Addition



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Perspective

Preliminary Milestone Dates

Task	Start	Finish
Bid Package #1 Mobilization	6/15/15	
Site Demolition	6/20/15	8/21/15
Annex Renovations	6/20/15	10/23/15
Reloc. of Underground Utilities	6/20/15	8/7/15
Reloc. of Long Jump/Pole Vault	6/20/15	8/21/15
Precast Wall Panel Erection	12/15/15	1/15/16
Roofing	1/4/16	2/15/16
Building Enclosure	2/15/16	3/15/16
Rough Interior Work	1/15/16	5/15/16
Interior Finishes	3/1/16	8/18/16
Parking Lots/Site Improvements	6/1/16	8/18/16
Project Substantial Completion		8/19/16

Thank You,
Questions...



**Agenda III.A.2.
May 28, 2015**

To: Members, Board of Education

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

Date: May 22, 2015

Re: Award the Burnsville High School Bid Package #1

RECOMMENDATION: That the Board of Education award the Burnsville High School Bid Package #1 to the following contractors and authorize the signing of contracts with said contractors.

#0240 Building Demolition	Veit & Company, Inc.	\$71,039
#0600 General Construction	Ebert Construction	\$671,900
#2300 Mechanical	Klamm Mechanical Contractors, Inc.	\$900,000
#2600 Electric	People's Electric Company., Inc.	\$566,500
#3110 Site Demo & Improvements		
	Max Steininger Inc.	\$530,000
#3300 Site Utilities	Veit & Company, Inc.	\$410,000

\$3,149,439

On Thursday, May 21th, 2015 the Burnsville-Eagan-Savage School District opened sealed bids at 2pm. Wenck Construction, ATS&R and Glenn Simon were present for the bid opening. The attached recommendation letter from Wenck Construction includes the details of each proposed bid and the recommended lowest responsible bidder for each contract. Due to this project utilizing a Construction Management as agent (WCI) there is not one general contractor; rather, there is a number of prime contractors which will require awarding of bids to each and the signing of a contract with each prime contractor.

Summary description of the contracts:

0240 –Building Demolition: The scope of work for this Contract includes demolition of the existing West Industrial Tech wing of the facility ("Area 10").

0600 – General Construction: The scope of work for this Contract includes all general construction work for remodeling the existing vehicle storage garage into the new Industrial Tech Shops, and new restrooms in the existing warehouse building.

2300 – Mechanical: Fire Protection, Plumbing, Heating, Ventilating And Air Conditioning, and Trench Excavation & Backfill for Utilities for new Industrial Tech Shops remodeled and preparation of piping needed for building additions.

2600 – Electric: Electrical, Communications, Electronic Safety and Security, and Trench Excavation & Backfill for Utilities for new Industrial Tech Shops remodeled and preparation for building additions.

3110 – Site Demo & Improvements: Northeast corner of building site demolition and rebuild of Track and Field Equipment areas to allow for Science addition to the building. Demolition of site paving and regrading for new fire road along north side of the site.

3300 – Site Utilities: Movement of utilities that exist under future footprint of the building additions; including Trench Excavation and Backfill for Utilities, Erosion and Sediment Control (as applicable to the work of this contract), Site Demolition (as applicable to the work of this contract) and Utilities

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. The contracts will be finalized in the coming weeks. We ask the board authorize the signing of these contracts to allow for the work to begin as soon as permits allow.

Attachment: WCI recommendation and bid summary



Responsive partner. Exceptional outcomes.

May 22, 2015

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

ATTENTION: Mr. Glenn Simon

RE: ADDITIONS AND ALTERATIONS TO BURNSVILLE HIGH SCHOOL - BID PACKAGE #1

Dear Mr. Simon:

Based upon bid results and the results of our pre-award conferences with the apparent low bidders, we are making a recommendation for award of the following time critical prime contracts, including the base bid and alternates A, B, and C.

<u>Contract #</u>	<u>Description/Contractor</u>		
0240	Building Demolition Veit & Company, Inc. 14000 Veit Place Rogers, Minnesota 55374	Base Bid	\$ 71,039
		Alternate A	\$ 0
		Alternate B	\$ 0
		Alternate C	<u>\$ 0</u>
		Contract Amount	\$ 71,039
0600	General Construction Ebert Construction 23350 County Road 10 Corcoran, Minnesota 55357	Base Bid	\$618,800
		Alternate A	\$ 53,100
		Alternate B	\$ 0
		Alternate C	<u>\$ 0</u>
		Contract Amount	\$ 671,900

2300	Mechanical Klamm Mechanical Contractors Inc. 12409 County Road 11 Burnsville, Minnesota 55337	Base Bid Alternate A Alternate B Alternate C	\$716,000 \$ 0 \$141,000 <u>\$ 43,000</u>
		Contract Amount	\$ 900,000
2600	Electric Peoples Electric Company, Inc. 277 East Fillmore Avenue St. Paul, Minnesota 55107	Base Bid Alternate A Alternate B Alternate C	\$565,000 \$ 0 \$ 1,500 <u>\$ 0</u>
		Contract Amount	\$ 566,500
3110	Site Demolition & Improvements Max Steininger Inc. 3080 Lexington Avenue S. Eagan, Minnesota 55121	Base Bid Alternate A Alternate B Alternate C	\$530,000 \$ 0 \$ 0 <u>\$ 0</u>
		Contract Amount	\$ 530,000

3300 Site Utilities
Veit & Company, Inc.
14000 Veit Place
Rogers, Minnesota 55374

Base Bid	\$386,163
Alternate A	\$ 0
Alternate B	\$ 23,837
Alternate C	<u>\$ 0</u>

Contract Amount	\$ 410,000
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Total	<u>\$3,149,439</u>
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Thank you, and please call with any questions.

Yours very truly,



Mark Hovelson
Project Executive

MH:am

cc: Architect File. 301504-01

15002.4

SECTION 01 23 00

ALTERNATES

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. **General:** This Section identifies Alternates by number and describes basic changes to be incorporated into the Work if an Alternate is accepted by the Owner and is made a part of the Work by specific provisions in the Owner-Contractor Agreement.
- B. **Submittals:** Alternates described in this Section are required to be reflected on Bid Form submitted by each Bidder. Do not submit Alternates other than as described in this Section.
- C. **Work Included Under Each Alternate:** Make modifications to Work as required by an accepted Alternate, at no additional cost to Owner other than the amount quoted on submitted Bid Form for each individual Alternate. Bidders shall be responsible to include amounts for Alternate Bids and shall see that all required changes are included under their related Sections of Work, whether specifically indicated in Bidding Documents or not. Extra costs incurred due to modifications to or deviations from Drawings or Specifications, caused directly or indirectly by an Alternate, shall be included in Alternate Bid amount.
- D. **Owner's Right to Select or Reject Alternates:** Owner reserves the right to accept one or more of described Alternates, in any order, and the right to reject all Alternates.
- E. **Coordination:** Promptly after Owner's decision to accept an Alternate, thoroughly and clearly advise necessary personnel and suppliers as to nature and extent of Alternate accepted. Use whatever means necessary to alert those personnel and suppliers involved as to changes in the Work caused by Owner's acceptance or rejection of an Alternate.

1.02 RELATED REQUIREMENTS

- A. **Bidding Documents:** Refer to Bidding Documents for method of quotation of cost of each Alternate and basis of Owner's acceptance of Alternates.
- B. **Owner-Contractor Agreement:** Refer to Owner-Contractor Agreement for Alternates which have been accepted by Owner and are to be incorporated into the Work.
- C. **Related Specification Sections:** Refer to various Sections which apply to Work related to an Alternate for pertinent requirements for products and methods to achieve the Work required by the Alternate.

15002.4

SECTION 01 23 00

1.03 DESCRIPTION OF ALTERNATES

- A. **Alternate A Replace Existing concrete Floors:** State on Bid Form, amount to be added to Base Bid to remove existing concrete floor slab on grade (6-inch thick) and to provide plastic vapor retarder and new 6-inch thick concrete floor slab on grade where noted on Sheet A14.1 of the Drawings in lieu of removing and patching portions of the existing concrete floor as noted on Floor Plan 1/A3.1. Provide work for new floor slabs per Specifications Section 03 30 00 and related Sections, including Section 09 97 27 Acrylic Concrete Floor Sealer.

- B. **Alternate B -Water Main Replacement:** State amount to be added to Base Bid to Replace the Valving at the Water Meter in the warehouse and replace the 6-inch water main from the warehouse to the high school and back feed the 6-inch cold water to points indicated on tunnel plan. Refer to drawings C-3.2, L2.0, M3.2 and M11.2

- C. **Alternate C - EMCS Provided by Northern Air Corporation (NAC):** State amount to be added to Base Bid to have Alterton Energy Management and Control System provided by Northern Air Corporation (NAC) as indicated in Sections 23 09 13, 23 09 23, 23 09 93 and on Drawings.

- D. **Alternate D - EMCS Provided by Direct Digital Controls (DDC):** State amount to be added to Base Bid to have Alterton Energy Management and Control System provided by Direct Digital Controls (DDC) as indicated in Sections 23 09 13, 23 09 23, 23 09 93 and on Drawings.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

ADDITIONS AND ALTERATIONS TO BURSVILLE HIGH SCHOOL

BID PACKAGE #1

Bid Tabulation 5/21/15

Prepared by *Wenck Construction, Inc.*



Bidder Name	Base Bid	Alternate A	Alternate B	Alternate C	Alternate D	Unit Price #1	Unit Price #2	Unit Price #3	Unit Price #4	Unit Price #5	Unit Price #6	Unit Price #7	Unit Price #8
Contract #0240 - Building Demolition													
Veit & Company, Inc.	\$71,039					\$40							
Lloyd's Construction	\$117,820												
Contract #0600 - General Construction													
Ebert Construction	\$618,800	\$53,100				\$50							
Meisinger Construction	\$688,000	\$58,000											
A&L Construction, Inc.	\$798,000	\$65,000				\$40							
Met-Con Construction, Inc.	\$868,000	\$112,000											
Contract #2300 - Mechanical													
Klamm Mechanical Contractors Inc.	\$716,000		\$141,000	\$43,000	\$53,000								
General Sheet Metal Company, LLC	\$736,700		\$141,200	\$40,990	\$50,838								
Northland Mechanical Contractors, Inc.	\$953,300		\$138,500	\$43,700	\$54,200								
Contract #2600 - Electrical													
Peoples Electric Co., Inc	\$565,000		\$1,500										
Master Electric	\$689,255												
Contract #3110 - Site Demolition & Improvements													
Max Steininger Inc.	\$530,000												
Contract #3300 - Site Utilities													
Veit & Company, Inc.	\$386,163		\$23,837			\$72	\$74	\$ 76.00	\$ 31.00	\$ 36.00	\$ 33.00	\$ 42.00	
Combined Bids - Contracts 0600 + 3300													
Construction Results	\$1,085,000	\$149,000	\$53,000			\$65	\$70	\$ 75.00	\$ 40.00	\$ 65.00	\$ 45.00	\$ 75.00	

BID PACKAGE #1 ESTIMATED BASE BID COST: \$3,245,500
 BID PACKAGE #1 ACTUAL BASE BID COST: \$2,887,002
 BID PACKAGE #1 ACTUAL BASE BID COST + SECLECTED ALTERNATES: \$3,149,439

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**Agenda III.B
May 28, 2015**

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

From: Lisa Rider, Executive Director of Business Services

Date: May 22, 2015

Re: Waste and Recycling Services Bid

RECOMMENDATION: that the Board of Education awards the bid for waste and recycling services to Dick's Sanitation, Inc. (DSI).

Sealed bids for waste and recycling services were solicited and received for ISD 191 on May 6, 2015 at 1:00pm at the office of StrategicSource located at 10812 Nesbitt Ave. South, Bloomington, MN 55437. StrategicSource is a third party authorized by ISD 191 to conduct sealed bids on ISD 191's behalf.

Four vendors received bid documents. Three vendors submitted sealed bids. All three bids were analyzed based on current frequency and container size taking into account any discounts for summer months. Dick's Sanitation provided the lowest pricing at \$83,467 annually. Dick's Sanitation is the incumbent provider for waste and recycling services.



SERVICE AGREEMENT

PO Box 769
 Lakeville, MN 55044
 Phone: 952-469-2239 Fax: 952-469-1146
 www.dickssanitation.com

Account #:

3 YEAR

Billing Information			Service Information		
NAME:	ISD 191		NAME:	ISD 191	
ADDRESS:	Burnsville Schools		ADDRESS:	Burnsville Schools	
ADDRESS:			ADDRESS:		
CITY:		STATE:	CITY:		STATE:
ZIP CODE:			ZIP CODE:		
PHONE:		CELL:	PHONE:	952-895-6664	CELL: 612-490-6437
CONTACT:			CONTACT:	Donley Johnson	
E-MAIL:			E-MAIL:		

Service Specifications						
WASTE TYPE AND EQUIPMENT	QTY	SIZE IN YDS	WGT/ CU YD	LIDS/WHEELS/ LOCKS	FREQUENCY	RATE/MONTH
				/ /		
				/ /		
				/ /		
				/ /		
				/ /		
				/ /		
				/ /		
				/ /		
				/ /		
				/ /		

Effective Date:		Base Cost	\$0.00
Dwelling Units:	0	Taxes and Fuel	\$0.00
County:	0	Monthly Cost	\$0.00

Special Instructions:

See schedule A addendum for locations and pricing.

This agreement is a legally binding contract on part of both Dick's/Lakeville Sanitation and CUSTOMER and their respective heirs, successors and assigns in accordance with the terms and conditions on the reverse side. Above rates do not include special pick-ups, appliances, electronics, tires or additional trash volume over and above the volume specified herein. Fuel adjustment varies each month on the EIA US Department of Energy (Midwest Table) unless specified otherwise. Commodity adjustments will fluctuate based on the market values of paper, fiber and rigids. PAYMENT TERMS: NET 10 DAYS.

By signing this agreement, I acknowledge and agree that DSI/LSI is not responsible for any damage to pavement, asphalt, dirt/gravel or subsurface thereof; and hereby release, discharge and waive any and all actions, and causes of actions, and claims for property damage to driveways, sidewalks, parking areas, and associated structures and sub-grade that may be caused by DSI/LSI equipment when utilizing a route necessary to perform the services requested.

Customer Name: ISD 191

X _____
 Jeff Weast
 DSI/LSI Account Manager

X _____
 Customer Authorized Signature

Title: _____

Date: ___/___/___

___ Original ___ Customer Copy

Date Printed: 5/11/2015

CONTRACTOR'S DUTIES: Contractor agrees to furnish the disposal, solid waste and recycling collection services and equipment as specified herein.

TERM: 3 YEAR

Customer agrees that Contractor shall have the exclusive right to collection and disposal of Customer's solid waste and recyclable materials as defined in the Service Agreement. The initial term of this Agreement will be for the term defined above from the Effective Date and for any renewal term. This Agreement shall automatically renew for like terms unless either party gives written notice of cancellation by Certified Mail to the other at least sixty (60) days but not more than one hundred and twenty (120) days prior to the cancellation of the initial term or any renewal term then in effect. In the event the Customer has an existing agreement with a different service provider, the effective date of this Agreement shall be the first renewal date of the Customer's existing provider's agreement. At the end of the initial term or a renewal term, Customer agrees to give Contractor written notice of any offer received from other service providers for like services and grants Contractor the right to provide a competitive rate for like services. Final costs for the removal of equipment will be provided to the Customer at this time.

EARLY TERMINATION: In the event that the Customer terminates this Agreement other than as provided above. Customer shall pay Contractor, as liquidated damages, an amount equal to fifty percent (50%) of the Average Monthly Charge multiplied by the number of months remaining in the term of this Agreement. The Average Monthly Charge is: 1) the average of charges, including equipment charges, for the six (6) months preceding termination; or 2) if termination is less than six (6) months into the term of this Agreement, the average of charges since the Effective Date; or 3) if termination before any charges, the billing rate multiplied times four (4) months of billing charges. In the event that the Contractor has purchased any compactor, baler or specialized equipment to service Customer, Customer will pay any balance of equipment including interest, installation charges and/or other fees associated with the equipment as well as the cost to remove any equipment on site.

COLLECTIONS: If Contractor fails to make a scheduled collection on the appropriate scheduled day, for any reason other than inaccessibility or causes beyond Contractor's control, Customer shall notify Contractor by fax/phone/e-mail that the collection has not been made. Unless otherwise excused, Contractor shall perform said collection within twenty four (24) hours of communication. In addition, on collection day(s) Customer shall provide unobstructed access to the equipment. If the equipment is blocked or not accessible, Contractor will attempt to notify Customer, Contractor shall be excused from completing that said collection and any additional collection or rescheduled attempts to provide such collection shall be charged as an "additional pick-up" subject to Contractor's inability to service Customer because of parked vehicles and/or other hazardous which may impede collection.

EQUIPMENT AND OPERATION USAGE: Customer shall be responsible for safekeeping and cleanliness of all equipment. Customer shall be liable to Contractor for loss or damage to the equipment in excess of reasonable wear. Customer shall use the equipment only for its intended purpose and shall not overload or make alterations or improvements to the equipment. All equipment provided by Contractor for use by Customer has not purchased shall be in the possession of Customer but shall remain the property of the Contractor and Customer shall have no rights of ownership of equipment herein. Customer agrees to indemnify, defend and hold harmless Contractor against all claims, fines, suits, damages and penalties and any other liability for injury or death to persons or loss or damage to property due to Customer's operation or possession of equipment.

RATE CHANGES & FUEL ADJUSTMENT: Contractor rate increases include, but are not limited to, increases annually to reflect the Metropolitan Consumer Price Index Percentage as set forth by the State of Minnesota and U.S. Department of labor, increases in landfill tip fees and/or increased costs of any additional taxes, host fees and environmental fees passed on by landfills, operational and transportation increases. Changes in rates, frequency, size of and/or quantity of equipment may be agreed upon orally or in writing by the parties without changing the original terms of this agreement as set forth. This Agreement shall remain in effect for the term provided herein and shall apply to changes in service address location (s) or additional service location (s) of Customer within the service area in which the Contractor provide such service which may include subcontracting of service herein.

SOLID WASTE & RECYCLING MATERIALS: Customer represents and acknowledges that the waste material produced, collected and transported by Contractor pursuant to this Agreement is solid waste generated by Customer, and will not contain any hazardous, industrial waste, sludge or liquids, batteries, appliances, electronics, tires, fluorescent or incandescent lamps, yard waste, radio active waste, medical, flammable, explosive and/or "hazardous waste". The term "hazardous waste" as used in this Agreement shall include any waste listed or characterized as hazardous or toxic by state, federal and local laws and regulations and may change at any time based on the changes in these laws. Contractor may reject and return to Customer any waste material which Contractor has not agreed to collect under this Agreement at the Customer's expense. At Contractor's request Customer shall provide, at Customer's expense, a industrial waste profile including TCLP testing, Materials Safety Data Sheets and/or chemical characterization of waste to be collected and transported by Contractor.

CHARGES AND PAYMENT TERMS: Customer shall pay Contractor on a monthly basis for the services provided by Contractor including all fees for collection, disposal, and for equipment used including any repairs. Customer agrees to pay Contractor for all extra fees for additional yardage, bulk items, appliances, tires, electronics and any other special services. Customer shall pay for any contaminated recycling loads in containers, roll-offs, compactor boxes and/or carts at an extra per cubic yardage rate. Payments shall be made by Customer with ten (10) days after receipt of an invoice from Contractor. A late charge will be assessed on any past due balances. Reactivation fee of \$25.00 to restart collection services due to a stop in service for non-payment may be applied. Customer will be liable for all taxes, fees or other charges assessed by for the collection and/or disposal of Customer's waste materials by federal, state, or local laws and regulations. Customer shall pay all attorney's fees incurred by Contractor upon enforcement of this Agreement. Contractor may suspend service or remove equipment from Customer's property if payment terms are not fulfilled, without prejudice to any Contractor's other rights. Suspension of service ("placed on-stop") or removal of equipment due to non-payment shall not void the terms, conditions or obligations of this agreement by Contractor.

FORCE MAJEURE & ASSIGNMENT: If, and to the extent that either Contractor or Customer is precluded from performing its duties and/or obligations under this Agreement as the result of acts of God, strikes, lockouts, authority of laws, riots or labor disputes, or other causes beyond its control, such non-performing party shall be excused to the extent that its performance continues to be precluded by such acts. Customer may not assign its rights and/or obligations under this Agreement without the prior written consent of the Contractor.

OVERWEIGHT CONTAINERS: Customer shall not overload roll-off containers, compactor and self-contained containers and/or dumpsters, carts or other equipment provided by Contractor. In the event an overweight fine is assessed to Contractor as a result of transporting or dumping material during collection, the cost of said overweight fine shall be paid by Customer.

DAMAGE TO PAVEMENT: Customer acknowledges that any right of way by Customer from Customer's equipment location to be serviced to the most convenient access that is sufficient to bear the weight of the Contractor's equipment reasonably required to perform the services herein. Contractor shall not be responsible for damage to any private pavement or accompanying property of any route to provide the services herein.

BINDING AGREEMENT: This Agreement is a legally binding contract on the part of the Contractor and the Customer and their respective heirs, successors and assigns in accordance with the terms and conditions set out Original Customer Copy Date Printed: 5/11/2015

BURNSVILLE EAGAN SAVAGE
Independent School District 191
Human Resources

AGENDA ITEM: III.C

To: Members of the Board of Education
Superintendent Joseph Gothard

From: Stacey Sovine
Executive Director of Human Resources

Date: May 28, 2015

RE: Resolution relating to the termination and nonrenewal of that portion of teaching contracts in excess of 1.0 and/or beyond contractual rights at the conclusion of the 2014 - 15 school year.

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

BE IT RESOLVED, by the School Board of Independent School District 191 that the portion of teaching contracts of staff in excess of 1.0 and/or contractual rights be terminated at the close of the 2014 - 2015 school year.

TEACHER NAME	TOTAL FTE
Nancy Birch	0.20

BE IT FURTHER RESOLVED, that written notice is sent to said teachers regarding termination of that portion of his/her contract in excess of 1.0 and/or contractual rights.

May 28, 2015

To: Board of Education
Superintendent Joseph Gothard

From: Stacey Sovine
Executive Director of Human Resources

Date: May 28, 2015

RE: Resolution Terminating Classified Clerical Staff

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

BE IT RESOLVED, by the Board of Education of Independent School District 191, that the following classified personnel are hereby laid off from their clerical positions, effective June 30, 2015.

Abigail Katzmarek
Melissa McClellan

Cluster-West
Cluster-Secondary

Written notice shall be provided to each employee. Each clerical employee retains recall rights as per the Master Agreement.

BE IT FURTHER RESOLVED, by the Board of Education of Independent School District 191, that the following clerical positions are eliminated effective July 1, 2015:

- 2 SPED Clerks



**Agenda IV
May 28 2015**

To: Board of Education, Members
From: Chair VandenBoom
Date: May 28, 2015
Re: Committee Reports

The following committees will provide updates to the School Board:

- Ad Hoc Technology (Director Luth, committee chair)
- Negotiating Committee (Director Schmid, committee chair)
- Policy Review Committee (Dr. Currier, committee chair)
- Student Performance and Achievement (Director Hill, committee chair)
- Legislative Committee (Director Hill, committee chair)