



Future Ready. Community Strong.

Regular Meeting Agenda

Diamondhead Education Center
200 W. Burnsville Parkway
Burnsville, MN, 55337

March 9, 2017

6:30 PM

(6:00 PM Board Listening Session with Directors Dan Luth and Darcy Schatz)

I. Call to Order

A. Welcome Public

B. Pledge of Allegiance

C. Future Ready/Community Strong

1. Triple A Award Recipients

2. Founders of the Job Shadow Club at Burnsville High School 3

II. Business Meeting

A. Approval of Agenda

B. Consent Agenda

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

1. Approve Meeting Minutes 15

2. Approve Personnel Recommendations 17

3. Adopt a Resolution to Accept Donations 18

4. Approve First Reading of Policies 406: *Public and Private Personnel Data*; 501: *Weapons Policy*; and 506: *Student Discipline* 21

5. Approve an Extended Field Trip to Puerto Rico June 2018 53

6. Approve an Extended Field Trip to Netherlands, Belgium, and France June 2018 54

7. Approve Change Orders #181, #182R, #194, #218, #219 and #256 for the 2015 Additions and Alterations to Burnsville High School 55

8. Approve Change Order #09 for the 2016 Alterations to Diamondhead Education Center and Administrative Service Center 72

9. Approve Change Orders #019, #020 and #021 for the 2016 Additions and Alterations to Metcalf Middle School, William Byrne Elementary and Rahn Elementary Schools 82

III. New Business

- A. Award the Base Bid for the 2017 Partial Roof Rehabilitation at Nicollet Middle School 91
Presenter: Lisa Rider, Executive Director of Business Services
- B. Receive a Report on AVID (Advancement Via Individual Determination) 94
Presenter: Jeff Pope, AVID Coordinator, and Renee Brandner, Principal at Nicollet Middle School
- C. Approve Integration 2017-2018 Budget 103
Presenter: Lisa Rider, Executive Director of Business Services
- D. Receive a Report on Project Kids, the EDGE, and PALS 120
Presenter: Tom Umhoefer, Director of Community Education

IV. Reports

- A. Student Representative
- B. Superintendent
- C. Board Members

V. Adjourn

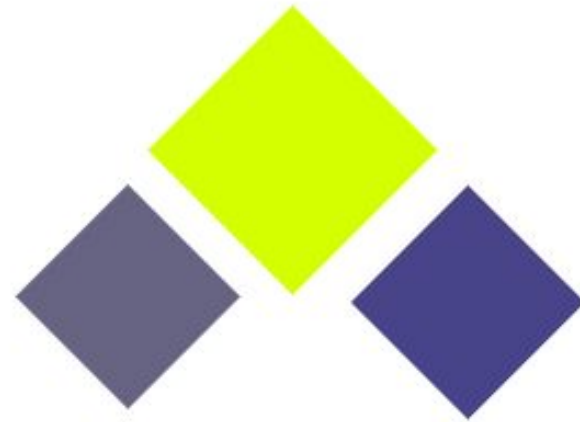


ONE91
Burnsville · Eagan · Savage



BURNSVILLE HIGH SCHOOL JOB SHADOWING PROGRAM

Future Ready. Community Strong.



J S P

FIND YOUR PATH

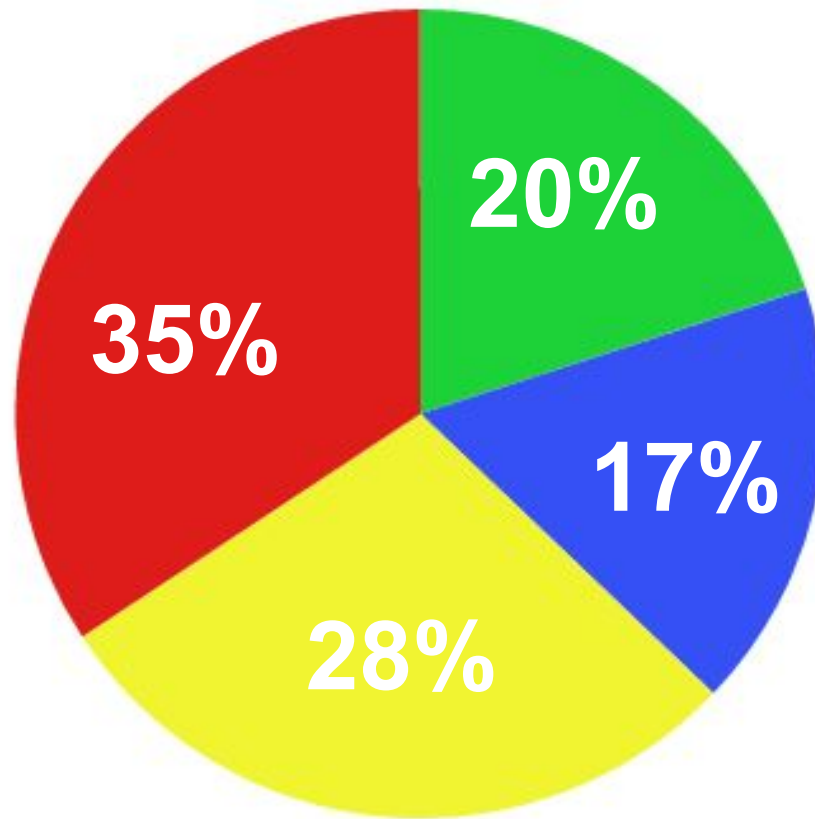


5

9



Student Survey Results



- Finance
- Hospitality
- Management
- Marketing

35 Responses



experience
Burnsville
MINNESOTA




**TWIN CITIES
PREMIUM OUTLETS®**
A SIMON CENTER

BHS Job Shadowing Program





BOSCH

March 2017

WALSER

April 2017



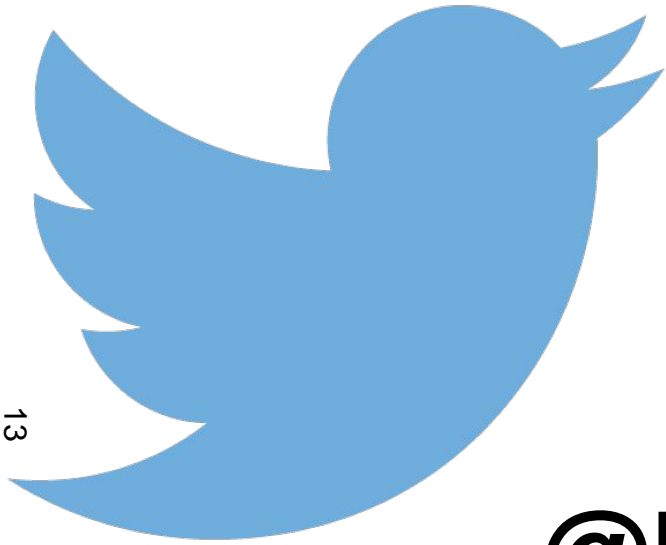
**State Competition:
March 19-21**



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12 Two Students Create Job Shadowing Opportunities For Their Classmates





13

@BHSJobShadowing



J S P

FIND YOUR PATH

BURNSVILLE HIGH SCHOOL
JOB SHADOWING PROGRAM

School Board Minutes
 INDEPENDENT SCHOOL DISTRICT 191
 February 23, 2017

The meeting of the Board of Education was called to order by Chair Alt at 6:30 p.m. at the Diamondhead Education Center, 200 West Burnsville Parkway, Burnsville, MN.

Call to Order

Members present: Directors Currier, Schmid, VandenBoom, Miller, Schatz, Luth, and Chair Alt. Others in attendance were Superintendent Gothard, Student Representative Green, administrators, staff and members of the public.

Attendance

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

Pledge of Allegiance

Public recognition was given to Diamondhead Clinic's Ten Year Anniversary.

Public Recognition

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

Agenda

Moved by Luth, seconded by Currier to approve the consent agenda with removal of item 6:

Consent Agenda

- Approve minutes of the regular board meeting on February 9, 2017.
- Approve personnel recommendations for N. Cochran, D. Schmidt, S. Olson-Wyman, B. Raebel, J. Beenken, S. Jorgenson, B. Meredith, R. Hashi, H. Hussein, H. Kaur, K. Kelson, L. Sutter, K. Esley, J. Martinson, M. Holewa, J. Gust, E. Anderson, M. LaFarve, M. Young, R. Betting, B. Anderson, and R. Haddorff.

Minutes
 Personnel
 Recommendations

- Adopt a resolution to approve and accept donations as presented.
- Approve January payroll checks numbered 718664-718685 and direct deposit notices numbered 632864-635918, in the net amount of \$3,865,343.63. January and February claims to date represented by checks numbered 450764-451342, 1017167-1017330, and 101853-101878 and wire transfers and adjustments totaling \$17,514,368.87. Also, that the Board accepts January receipts of \$13,336,265.53 and investments for the General Fund, 2012A Alt Facilities, 2015A School Building Bonds and OPEB of \$46,452,912.84 as of January 31, 2017.
- Accept the Budget Analysis for the month ending January 31, 2017.

Motion carried unanimously (7, 0).

Donations
 Payroll, deposits,
 receipts, and
 investments

Budget Analysis

Moved by Currier, seconded by VandenBoom, to approve Change Orders #222, #228, #232, #237, #244, #247, #250, #252, #253, #254 and #255 for the 2015 Additions and Alterations to Burnsville High School. Motion carried unanimously with discussion (7, 0).

Change Orders

Receive a report from Tom Umhoefer, Director of Community Education, Brianna Ostoff, Program Coordinator, Christian Kibler, BYC Coordinator, and Steven Jensen, Enrichment Coordinator on Youth Service, Youth Development, and Burnsville Youth Collaborative (BYC).

Reports on Youth Services, Youth Development, and BYC

Moved by Schmid, seconded by Miller, to approve the 2017-2020 Achievement & Integration Plan. Motion carried unanimously after discussion (7, 0).

A&I Plan

Moved by Luth, seconded by Currier, to award the base bid in the amount of \$496,000.00 for the Burnsville High School Emergency Lighting Upgrades to Peoples Electric Company. Motion carried unanimously after discussion (7, 0).

Award Bid

Moved by Currier, seconded by Miller, to approve the Burnsville Promise Agreement with the Inver Hills Community College Foundation and the Burnsville-Eagan-Savage School District 191. Motion carried unanimously after discussion (7, 0).

Burnsville Promise

Received verbal reports from VandenBoom on behalf of the Technology Committee; Schmid on behalf of the Policy Review Committee; Currier on behalf of the Student Performance and Achievement Committee and ISD 917; and Luth on behalf of the Negotiating Committee. Currier attended the AMSD meeting and Hall of Fame Committee. Alt reported on the Burnsville Chamber of Commerce Legislative Breakfast.

Reports

Moved by Schmid, seconded by Schatz, to adjourn at 8:01 p.m. Motion carried unanimously (7, 0).

Adjourn

Jim Schmid, clerk

March 9, 2017
Date Approved

March 9, 2017

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

TO: Members, Board of Education
Joe Gothard, Superintendent

FROM: Stacey Sovine, Executive Director of Human Resources

DATE: March 9, 2017 FINAL
RE: Recommended Personnel Changes

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CLASSIFICATION	ACTION	POSITION CONTROL	NAME	FINAL	LOCATION	POSITION	FTE	EFFECTIVE DATE
Administrative	Retirement		Stephanie Corbey		Diamondhead Education Center	Special Education Director	1.0 FTE	7/31/2017
Certified	Appointment	Replacement	Kelly Freeburg		District-wide	Teacher - Social Worker	1.0 FTE	3/6/2017
Certified	Appointment	Replacement	Akram Osman		Burnsville High School	Teacher - TOSA Dean	1.0 FTE	3/6/2017
Certified	Appointment	Replacement	Joanne Himrich		ECSE Center	Teacher	1.0 FTE	2017/2018 School Year
Certified	Retirement		Jeanne Brostom		Vista View Elementary School	Teacher	1.0 FTE	6/9/2017
Certified	Retirement		Amber Cordahl		Elementary Cluster	Teacher-Speech Language Pathology	1.0 FTE	6/9/2017
Certified	Retirement		Brian Ribnick		Metcalf Middle School	Teacher	1.0 FTE	6/9/2017
Certified	Retirement		James Wittstruck		Eagle Ridge Middle School	Teacher	1.0 FTE	6/9/2017
Certified	Retirement		Lori Meagher	*	Gideon Pond Elementary	Teacher	1.0 FTE	6/9/2017
Certified	Leave of Absence		Margaret Rocke		ECSE Center	Teacher - ECSE	1.0 FTE	2017/2018 School Year
Certified	Leave of Absence		Jaclyn Kopel		WM. Byrne Elementary School	Teacher	1.0 FTE	2017/2018 School Year
Certified	Leave of Absence		Megan Anderson		Harriet Bishop Elementary	Teacher	1.0 FTE	2017/2018 School Year
Certified	Leave of Absence		Jennifer VanOekel		Burnsville High School	Teacher	1.0 FTE	2017/2018 School Year
Certified	Leave of Absence		Jessica Perry		Harriet Bishop Elementary	Teacher	1.0 FTE	11/21/16 - 6/9/17
Classified	Appointment	Replacement	Harpeet Kaur	*	Burnsville High School	Food Service Associate	3.75 hrs/day	3/3/2017 Revised
Classified	Appointment	Replacement	Amy Bassett		MW Savage Elementary School	Clerical Level I	4 hrs/day	3/2/2017
Classified	Appointment	Replacement	Alexandra Joyce		Sky Oaks Elementary School	EA Level IV	7.25 hrs/day	3/2/2017
Classified	Appointment	Replacement	Saido Mohamud	*	Hidden Valley Elementary	EA Level II	3 hrs/day	3/9/2017
Classified	Change of Assignment	Replacement	Mary Young		Gideon Pond Elementary	Food Service Manager	7.25 hrs/day	3/1/2017
Classified	Resignation		Lubke Joelle		Burnsville High School	Food Service Associate	5.75 hrs/day	6/8/2017
Classified	Retirement		Gordon Winterlin		Diamondhead Education Center	Director of Accounting	8 hrs/day	6/30/2017
Classified	Leave of Absence		Leann Peterson		Burnsville High School	Food Service Assistant Manager	7 hrs/day	12/14/16-6/8/2017
Classified	Leave of Absence		Ramon Astacio Matos		Edward Neill Elementary	Custodian	8 hrs/dayMar	1/18/17-3/10/17
Classified	Termination		Patricia Schneeweis	*	Burnsville High School	EA Level IV	7.25 hrs/day	2/23/2017
Classified	Probationary Release		Lori Gagnon	*	Sioux Trail Elementary School	EA Level II	4 hrs/day	3/6/2017
Co-Curricular/Coach	Appointment	Replacement	John Lilly		Burnsville High School	Assistant Softball Coach		Spring Season



**Agenda II.B.3.
March 9, 2017**

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

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

Date: March 2, 2017

Re: Donations

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

RESOLUTION TO ACCEPT DONATIONS

WHEREAS,

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

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

Moved by: _____

Seconded by: _____

Members in favor of the motion:

Members opposed:

Whereupon said Resolution was declared duly passed and adopted on March 9, 2017.

Jim Schmid
Clerk – Board of Education

Date	Donor	Recipient	Terms	Donation
2/8/2017	Patrick Stieg	District 191	BrainPower in a BackPack	\$39.00
2/8/2017	Anonymous	District 191	Unknown	\$53.83
2/8/2017	Kathleen Volner	District 191	BHS	\$210.00
2/10/2017	Joanne Mahoney	District 191	For students to use	Flute and case
2/22/2017	Burnsville Lions Club	CE Youth Service	Ecuador Service Trip	\$200.00
12/21/2016	Anonymous	Food & Nutrition Services	Apply to negative meal account balances for Edward Neill students	\$300.00
2/3/2017	John Hainsworth	District 191	Musical instrument for students to use	Yamaha digital piano, Artley flute, Linton Oboe, Royce acoustic guitar
1/17/2017	Burnsville Rotary Breakfast Club Foundation	Brainpower in a Backpack	To buy food for kids to take home over the weekend.	\$1,725.59
1/31/2017	Tiny Tots-Hidden Valley; Teacher Angie Tusa	Brainpower in a backpack	provided food for kids to take home over the weekend.	Did a food drive
2/1/2017	Burnsville Rotary Breakfast Club Foundation	District 191	Books for the welcome center for students.	Donated books for CE/ISD 191 to hand out
1/27/2017	Danette Westerlund	Sioux Trail Elementary	Books for the Media	About 60 books, hardcover & paperbacks
2/23/2017	Scholarship America	Sioux Trail Elementary	Target Field Trip Grant for 3rd grade	\$700.00
2/23/2017	Allina Health Community Engagement	Sioux Trail Elementary	Dollars for Doers Reward in Honor of J. Kneeland	\$100.00
1/9/2017	Project KIDS - Shar Lattery	BrainPower In A BackPack	Cash donation	\$3,334.67
2/7/2017	Donald and Mary Anne Bennet	BrainPower In A BackPack	Donation	\$100.00
2/20/2017	Vista View Elementary Parent Teacher Organization	BrainPower in a BackPack	Donation to Bowls for BrainPower Fundraiser	\$245.00

2/20/2017	Burger Jones Employees -- Burnsville Location	BrainPower In A Backpack	Cash Donation	\$750.00
2/28/2017	Bush Foundation	Sioux Trail Elementary	Bush Foundation Grant for CPSS - Sioux Trail	\$5,000.00
2/28/2017	Dana McKenzie	Vista View Elementary	To help support families at VV who may be in need of basic health care items	shampoo/conditioner/deodorant/feminine hygiene products, laundry soap/pet food
3/2/2017	Rotary of Savage	Harriet Bishop Elementary	To be used for the HB Service Club	\$200.00
3/2/2017	Barbara and Nikolas Anastos	District 191	none given	gait trainer: Snug Seat-Mustang \$2,425

Total monetary contributions to accept: **\$12,958.09**



Future Ready. Community Strong.

**Agenda II.B.4.
March 9, 2017**

To: Board of Education
From: Dr. Joe Gothard, Superintendent
Date: March 3, 2017
Re: First Reading of Changes to Policies 406: *Public and Private Personnel Data*; 501: *Weapons Policy*; and 506: *Student Discipline*

Recommendation: That the Board of Education approves, on a first reading basis, changes to Policies 406: *Public and Private Personnel Data*; 501: *Weapons Policy*; and 506: *Student Discipline*.

Background Information: The Policy Review Committee will be reviewing all policies on a rotating basis every three to five years. New policies or policies with substantive changes will be listed under new business. Policies with non-substantive changes or changes that were made as a result of Minn. State Statute will be listed on the consent agenda.

The Policy Review Committee met on February 21 to review changes to the policies listed below and are recommending Board approval.

- 406: *Public and Private Personnel Data* – The policy is being updated to comply with Minn. State Statutes. The policy was last revised on June 9, 2016. (The changes suggested by MSBA in 2014 were not included in the last policy revision).
- 501: *Weapons Policy* – MSBA recommended revising the policy. The policy was adopted on September 24, 2015.
- 506: *Student Discipline* – Non substantive changes were made to the policy. The policy was last revised on May 26, 2016.

Adopted: 12/03
Reviewed: 5/26/2016
Revised: 6/9/2016 ([MSBA 2014](#))
Rescinds: GBLA

Burnsville-Eagan-Savage School District Policy 406

406 PUBLIC AND PRIVATE PERSONNEL DATA

I. PURPOSE

The purpose of this policy is to provide guidance to Independent School District 191 employees as to the data the school district collects and maintains regarding its personnel.

II. GENERAL STATEMENT OF POLICY

- A. All data on individuals collected, created, received, maintained or disseminated by Independent School District 191, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district.
- B. All other data on individuals is private or confidential.

III. DEFINITIONS

- A. "Public" means that the data is available to anyone who requests it.
- B. "Private" means the data is available to the subject of the data and to school district staff who need it to conduct the business of the school district.
- C. "Confidential" means the data is not available to the subject.
- D. "Personnel data" means government data on individuals collected because they are or were employees of the school district, applicants for employment, volunteers or independent contractors for the school district, or members of or applicants for an advisory board or commission. -Personnel data includes data submitted to the school district by an employee as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district operations. An employee who is identified in a suggestion shall have access to all data in the suggestion except the identity of the employee making the suggestion.
- E. "Finalist" means an individual who is selected to be interviewed by the school board for a position.
- F. "Protected health information" means individually identifiable health information transmitted in electronic form by a school district acting as a health

care provider. “Protected health information” excludes health information in education records covered by [FERPA-the Federal Family Educational Rights and Privacy Act](#) and employment records held by a school district in its role as employer.

- G. “Public officials” means business managers; human resource directors; athletic directors whose duties include at least 50 percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; and individuals defined as superintendents and principals.

IV. PUBLIC PERSONNEL DATA

- A. The following information on employees, including volunteer and independent contractors, is public:
 - 1. name;
 - 2. employee identification number, which may not be the employee’s social security number;
 - 3. actual gross salary;
 - 4. salary range;
 - 5. terms and conditions of employment relationship;
 - 6. contract fees;
 - 7. actual gross pension;
 - 8. the value and nature of employer-paid fringe benefits;
 - 9. the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;
 - 10. job title;
 - 11. bargaining unit;
 - 12. job description;
 - 13. education and training background;
 - 14. previous work experience;
 - 15. date of first and last employment;

16. the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;
17. the final disposition of any disciplinary action, as defined in Minn. Stat. §13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school district;
18. the complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money, and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;
19. work location;
20. work telephone number;
21. badge number;
22. work-related continuing education;
23. honors and awards received;
24. payroll time sheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

B. The following information on applicants for employment or advisory board/ commission is public:

1. veteran status;
2. relevant test scores;
3. rank on eligible list;
4. job history;
5. education and training; and
6. work availability;

- C. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when they become finalists for an employment position.
- D. Regardless of whether there has been a final disposition as defined in Minn. Stat. §13.43, Subd.2 (b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minn. Stat. 13.43, Subd. 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources.
- E. According to Minn. Stat. Section 13.43, subd. 2 (f)(1)(2), data relating to a complaint or charge against a public official is public only if: (1) the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or (2) potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement. Data that is classified as private under another law is not made public by this provision.

V. PRIVATE PERSONNEL DATA

- A. All other personnel data is private and will only be shared with school district staff whose work requires such access. Private data will not be otherwise released unless authorized by law or by the employee's informed written consent.
- B. Data pertaining to an employee's dependents is private data on individuals.
- C. Data created, collected, or maintained by the school district to administer employee assistance programs are private.
- D. An individual's checking account number is private when submitted to a government entity.
- E. Personal data may be disseminated to labor organizations to the extent the school district determines it is necessary for the labor organization to conduct its business or when ordered or authorized by the Commissioner of the Bureau of Mediation Services.
- F. Independent School District 191 may display a photograph of a current or former employee to prospective witnesses as part of the school district's investigation of any complaint or charge against the employee.
- G. Independent School District 191 may, if the responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:

1. The person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;
 2. A pre-petition screening team conducting an investigation of the employee under Minn. Stat. §253.07, Subd. 1; or
 3. A court, law enforcement agency or prosecuting authority.
- H. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of such a crime or alleged crime.
- I. A complainant has access to a statement provided by the complainant to be school district in connection with a complaint or charge against an employee.
- J. When allegations of sexual or other types of harassment are made against an employee, the employee shall not have access to data that would identify the complainant or other witnesses if the school district determines that the employee's access to that data would:
1. threaten the personal safety of the complainant or a witness; or
 2. subject the complainant or witness to harassment.
- If a disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary for the employee to prepare for the proceeding.
- K. Independent School District 191 shall make any report to the board of teaching or the state board of education as required by Minn. Stat. §122A.20, Subd. 2, and shall, upon written request from the licensing board having jurisdiction over a teacher's license, provide the licensing board with information about the teacher from the school district's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minn. Stat. §122A.20, Subd. 2.
- L. Private personnel data shall be disclosed to the department of economic security for the purpose of administration of the unemployment insurance program under Minn. Ch. 268.
- M. When a report of alleged maltreatment of a student in a school is made to the Commissioner of Minnesota Department of Education, data that are relevant and collected by the school about the person alleged to have committed maltreatment must be provided to the Commissioner on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personnel data may be released for purposes of informing a parent, legal guardian, or custodian of a child that an incident has occurred that may constitute maltreatment of the child, when

the incident occurred, and the nature of the conduct that may constitute maltreatment.

- N. The school district shall release to a requesting school district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if an investigation conducted by or on behalf of the school district or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data; or the employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employer informed the employee in writing, before the employee resigned, that if the employee resigns while the complaint or charge is still pending, the employer must release private personnel data about the employee's alleged sexual contact with a student to a school district or charter school requesting the data after the employee applies for employment with that school district or charter school and the data remain classified as provided in Minn. Stat. Ch. 13. Data that are released under this paragraph must not include data on the student.
- O. The identity of an employee making a suggestion as part of an organized self-evaluation effort by the school district to cut costs, make the school district more efficient, or to improve school district operations is private.
- P. Health information on employees is private unless otherwise provided by law. To the extent that the school district transmits protected health information, the school district will comply with all privacy requirements.
- Q. Personal home contact information for employees may be used by the school district and shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school district or government entity.
- R. The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school district and a contractor or subcontractor entered on or after August 1, 2012, are private data. These data must be shared with another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.
- S. When a teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual abuse or when the Commissioner of the Minnesota Department of Education (MDE) makes a final determination of child maltreatment involving a teacher, the executive director of human resources or designee must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under Minn. Stat. § 13.41, Subd. 5, and must provide the Board of Teaching and the

licensing division at MDE with the necessary and relevant information to enable the Board of Teaching and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check required under Minn. Stat. § 123B.03, a school board or other school hiring authority must contact the Board of Teaching and MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school district must disseminate to another school district private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

VI. MULTIPLE CLASSIFICATIONS

If data on individuals is classified as both private and confidential by Minn. Stat. Ch. 13, or any other state or federal law, the data are private.

VII. CHANGE IN CLASSIFICATIONS

Independent School District 191 shall change the classification of data in its possession if it is required to do so to comply with other judicial or administrative rules pertaining to the conduct of legal actions or with a specific statute applicable to the data in the possession of the disseminating or receiving agency.

VIII. RESPONSIBLE AUTHORITY

The school district has designated Stacey Sovine, executive director of human resources as the authority responsible for personnel data. If you have any questions, contact him at 952-707-2010.

IX. EMPLOYEE AUTHORIZATION/RELEASE FORM

An employee authorization form is included as an addendum to this policy.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

Minn. Stat. §13.02 (Definitions)

Minn. Stat. §13.37 (General Nonpublic Data)

Minn. Stat. §13.39 (Civil Investigation Data)

Minn. Stat. §13.43 (Personnel Data)

Minn. Stat. § 13.601, Subd. 3 (Elected and Appointed Officials)

Minn. Stat. §122A.20, Subd. 2 (Mandatory Reporting)

[P.L.](#)

[Minn. Stat. § 122A.40, Subds. 13 and 16 \(Employment; Contracts; Termination\)](#)

[Minn. Stat. § 626.556, Subd. 7 \(Reporting of Maltreatment of Minors\)](#)

[P.L. 104-191 9HIPAA\)](#)
[45 C.F.R. Parts 160 and 164 \(HIPAA Regulations\)](#)

Cross References:

Policy 206 (Public Participation in School Board [Deliberations Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations\)](#))

Policy 515 (Protection and Privacy of Pupil Records)

MSBA Service Manual, Chapter 13, School Law Bulletin “I” (School Records – Privacy – Access to Data)

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Rescinds:

Burnsville-Eagan-Savage School District Policy 501

501 SCHOOL WEAPONS POLICY

I. PURPOSE

The purpose of this policy is to assure a safe school environment for students, staff and the public.

II. GENERAL STATEMENT OF POLICY

No student or nonstudent, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

III. DEFINITIONS

A. "Weapon"

1. A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; airguns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; numchucks; throwing stars; explosives; fireworks; mace and other propellants; stunguns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.
2. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.
3. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

- B. "School Location" includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of

entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.

- C. “Possession” means having a weapon on one’s person or in an area subject to one’s control in a school location.

IV. EXCEPTIONS

- A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the principal’s office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal’s office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon’s location.
- B. It shall not be a violation of this policy if a nonstudent (or student where specified) falls within one of the following categories:
1. active licensed peace officers;
 2. military personnel, or students or nonstudents participating in military training, who are on duty performing official duties;
 3. persons authorized to carry a pistol under Minn. Stat. § 624.714 while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;
 4. persons who keep or store in a motor vehicle pistols in accordance with Minn. Stat. §§ 624.714 or 624.715 or other firearms in accordance with § 97B.045;
 - a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for “antique firearms which are carried or possessed as curiosities or for their historical significance or value.”
 - b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with §§ 624.714 and 624.715.

5. firearm safety or marksmanship courses or activities for students or nonstudents conducted on school property;
6. possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;
7. possession of dangerous weapons, BB guns, or replica firearms with written permission of the principal or other person having general control and supervision of the school or the director of a child care center; or
8. persons who are on unimproved property owned or leased by a child care center, school or school district unless the person knows that a student is currently present on the land for a school-related activity.

C. Policy Application to Instructional Equipment/Tools

While the school district ~~takes a firm “Zero Tolerance” position on~~ does not allow the possession, use or distribution of weapons by students, ~~and a similar position with regard to~~ or nonstudents, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or nonstudents. Such equipment and tools, when properly possessed, used and stored, shall not be considered in violation of the rule against the possession, use or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. Firearms in School Parking Lots and Parking Facilities

A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the “lawful” carry or possession of a firearm in a school parking lot or parking facility is specifically limited to nonstudent permit-holders authorized under Minn. Stat. § 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder’s vehicle shall constitute a violation of this policy.

V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION / USE / DISTRIBUTION

A. The school district ~~takes a position of “Zero Tolerance” in regard to~~ does not allow the possession, use or distribution of weapons by students. Consequently, the minimum consequence for students possessing, using or distributing weapons shall include:

1. immediate out-of-school suspension;

2. confiscation of the weapon;
 3. immediate notification of police;
 4. parent or guardian notification; and
 5. recommendation to the superintendent of dismissal for a period of time not to exceed one year.
- B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The school board may modify this requirement on a case-by-case basis.
- C. Administrative Discretion

While the school district ~~takes a “Zero Tolerance” position on~~ does not allow the possession, use or distribution of weapons by students, the superintendent may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

VI. CONSEQUENCES FOR WEAPON POSSESSION / USE / DISTRIBUTION BY NONSTUDENTS

A. Employees

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate by the school board.
2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.
3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

B. Other Nonstudents

1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in another school district, that school district may be contacted concerning the policy violation.

2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

Legal References: Minn. Stat. § 97B.045 (Transportation of Firearms)
Minn. Stat. § 121A.05 (Referral to Police)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat. § 609.02, Subd. 6 (Definition of Dangerous Weapon)
Minn. Stat. § 609.605 (Trespass)
Minn. Stat. § 609.66 (Dangerous Weapons)
Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)
Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)
18 U.S.C. § 921 (Definition of Firearm)
In re C.R.M. 611 N.W.2d 802 (Minn. 2000)

Cross References: Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
Burnsville-Eagan-Savage School District Policy 525 (Violence Prevention)

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Burnsville-Eagan-Savage School District Policy 506

506 STUDENT DISCIPLINE

I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the school district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that the school district's work toward its mission of providing an exemplary educational program to its students is not interrupted. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked to the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others, and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56.

In view of the foregoing and in accordance with Minn. Stat. § 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as

appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

III. AREAS OF RESPONSIBILITY

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.
- C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm or death to another.
- F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice.

They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

IV. STUDENT RIGHTS

All students have the right to an education and the right to learn.

V. STUDENT RESPONSIBILITIES

All students have the responsibility:

- A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;
- B. To attend school daily, except when excused, and to be on time to all classes and other school functions;
- C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;
- D. To make necessary arrangements for making up work when absent from school;
- E. To assist the school staff in maintaining a safe school for all students;
- F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;
- G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;
- H. To be aware of and comply with federal, state, and local laws;
- I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;
- J. To respect and maintain the school's property and the property of others;
- K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;

- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- M. To conduct themselves in an appropriate physical or verbal manner; and
- N. To recognize and respect the rights of others.

VI. CODE OF STUDENT CONDUCT

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.
 - 1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
 - 2. The use of profanity or obscene language, or the possession of obscene materials;
 - 3. Gambling, including, but not limited to, playing a game of chance for stakes;
 - 4. Violation of the school district's Hazing Prohibition Policy;
 - 5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
 - 6. Violation of the school district's Student Attendance Policy;
 - 7. Opposition to authority using physical force or violence;

8. Using, possessing, or distributing tobacco, e-cigarettes, tobacco paraphernalia, or tobacco related devices;
9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);
11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
13. Violation of the school district's Weapons Policy;
14. Violation of the school district's Violence Prevention Policy;
15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
19. Violation of any local, state, or federal law as appropriate;
20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;

21. Violation of the school district's Internet Acceptable Use and Safety Policy;
22. Use of devices or objects to cause distractions or facilitate cheating;
23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;
28. Possession or distribution of slanderous, libelous, or pornographic materials;
29. Violation of the school district's Bullying Prohibition Policy;
30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;
31. Criminal activity;
32. Falsification of any records, documents, notes, or signatures;
33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of electronic devices or other technology to accomplish this end;

35. Impertinent or disrespectful language toward teachers or other school district personnel;
36. Violation of the school district's Harassment and Violence Policy;
37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
40. Verbal assaults or verbally abusive behavior including, but not limited to, use of language that is discriminatory, abusive, obscene, threatening, intimidating, or that degrades other people;
41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;
43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;
44. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
45. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

VII. DISCIPLINARY ACTION OPTIONS

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within

the discretion of the school district. At a minimum, violation of school district rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

- A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact;
- D. Parent conference;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;

- R. Expulsion under the Pupil Fair Dismissal Act;
- S. Exclusion under the Pupil Fair Dismissal Act; and/or
- T. Other disciplinary action as deemed appropriate by the school district.

VIII. REMOVAL OF STUDENTS FROM CLASS

- A. The teacher of record shall have the general control and government governance of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as outlined in the Student/Parent Handbook.. “Removal from class” and “removal” mean any actions taken by an authorized school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher’s ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
4. Other conduct, which in the discretion of the teacher or administration requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

- B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student’s tenth removal from class and make reasonable attempts to convene a meeting with the student’s parent or guardian to discuss the problem that is causing the student to be removed from class.

IX. DISMISSAL

- A. “Dismissal” means the denial of the current educational program to any student, including exclusion, expulsion, and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to provide alternative educational services before dismissal proceedings, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

- B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;
2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

C. Suspension Procedures

1. “Suspension” means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.
2. If a student’s total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student’s parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian’s expense. The purpose of this meeting is to attempt to determine the pupil’s need for assessment or other services or whether the parent or guardian should have the student

assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

3. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.
4. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed.
5. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minn. Stat. § 123A.05 selected to allow the pupil to progress toward meeting graduation standards under Minn. Stat. § 120B.02, although in a different setting.
6. The school administration shall not suspend a student from school without an informal administrative conference with the student. Effort will be made to include parent or guardian in the administrative conference. The

informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

7. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, petition the juvenile court that the student is in need of services under Minn. Stat. Ch. 260C.
8. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference.
9. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
10. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
11. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) days.

D. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.
2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.

3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§121A.40-121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56; describe alternative educational services accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE).
6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.
10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.

11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minn. Stat. § 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.

19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

X. ADMISSION OR READMISSION PLAN

A school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student's behavior, including completing a character education program consistent with Minn. Stat. § 120B.232, Subd. 1, and require parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XI. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

XII. STUDENT DISCIPLINE RECORDS

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

XIII. STUDENTS WITH DISABILITIES

- A. Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

- B. Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was
1. caused by or had a direct and substantial relationship to the child's disability and
 2. whether the child's conduct was a direct result of a failure to implement the child's IEP.
- C. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise.
- D. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.
- E. School personnel may order a change in the placement of a student with a disability for the same amount of time that a student without a disability would be subject to discipline, but not to exceed 45 school days, if a student with a disability:
1. carries or possesses a weapon; or
 2. knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance; or
 3. inflicts serious bodily harm upon another person;

while on school transportation, at school, on school premises, or at a school function.

The IEP team must include services and modifications designed to address the misbehavior which led to the placement in an interim alternative educational setting, expulsion, or exclusion, and modifications designed to address the behavior that gave rise to the 45-day placement.

- F. When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to

provide special education and related services during the period of expulsion or exclusion.

XIV. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minn. Stat. § 124D.03) or Enrollment in Nonresident District (Minn. Stat. § 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minn. Stat. Ch. 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XV. DISTRIBUTION OF POLICY

The school district will notify students and parents of the existence and contents of this policy through the Independent School District 191 Student/Parent Handbook or in such a manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

XVI. REVIEW OF POLICY

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations for Minnesota Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.582 (Reasonable Force)
Minn. Stat. §§ 121A.60-121A.61 (Removal From Class)
[Minn. Stat. § 122A.42 \(General Control of Schools\)](#)
Minn. Stat. § 123A.05 (Area Learning Center Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (Enrollment in Nonresident District)
Minn. Stat. Ch.125A (Students With Disabilities)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)

Minn. Stat. § 152.23 (Medical Cannabis; Limitations)

Minn. Stat. Ch. 260A (Truancy)

Minn. Stat. Ch. 260C (Juvenile Court Act)

20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Improvement Act of 2004)

29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References: Burnsville-Eagan-Savage School District Policy 413 (Harassment and Violence)
Burnsville-Eagan-Savage School District Policy 417 (Chemical Use and Abuse)
Burnsville-Eagan-Savage School District Policy 419 (Tobacco Free Environment)
Burnsville-Eagan-Savage School District Policy 501 (School Weapons)
Burnsville-Eagan-Savage School District Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
Burnsville-Eagan-Savage School District Policy 503 (Student Attendance)
Burnsville-Eagan-Savage School District Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
Burnsville-Eagan-Savage School District Policy 514 (Bullying Prohibition Policy)
Burnsville-Eagan-Savage School District Policy 524 (Internet Acceptable Use and Safety Policy)
Burnsville-Eagan-Savage School District Policy 525 (Violence Prevention)
Burnsville-Eagan-Savage School District Policy 526 (Hazing Prohibition)
Burnsville-Eagan-Savage School District Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)
Burnsville-Eagan-Savage School District Policy 610 (Field Trips)
Burnsville-Eagan-Savage School District Policy 709 (Student Transportation Safety Policy)
Burnsville-Eagan-Savage School District Policy 711 (Video Recording on School Buses)
Burnsville-Eagan-Savage School District Policy 712 (Video Surveillance Other Than on Buses)



**Agenda II.B.5.
March 9, 2017**

To: Board of Education
Dr. Joe Gothard, Superintendent

From: Lisa Rider, Executive Director of Business Services

Date: March 3, 2017

Re: Approve an Extended Field Trip to Puerto Rico, June 2018

Recommendation: That the Board of Education approves an application for initial approval of an extended field trip for Burnsville High School students to travel to Puerto Rico in June 2018.

The proposed field trip is a six day trip to Puerto Rico to immerse students in the history, heritage, and culture of the Spanish Language. Students will spend time communicating in the target language, exploring the country through guided tours, eat Puerto Rican cuisine, and practice their Spanish language skills.

The educational objective of the trip is to Immerse Spanish language learners in the Spanish culture, practice Spanish language skills with native speakers, promote cultural awareness and historical understanding of Puerto Rico, and gain insight and respect for the natural world/biodiversity of Puerto Rico.

Estimated number of students attending is 20 with two chaperones. The anticipated cost of the trip is \$2237 plus \$200 for spending. Fundraising efforts will be provided to help finance the trip.



Future Ready. Community Strong.

**Agenda II.B.6.
March 9, 2017**

To: Board of Education
Dr. Joe Gothard, Superintendent

From: Lisa Rider, Executive Director of Business Services

Date: March 3, 2017

Re: Approve an Extended Field Trip to Netherlands, Belgium, and France in June 2018

Recommendation: That the Board of Education approves an application for initial approval of an extended field trip for Burnsville High School Travel Club students to travel to Netherlands, Belgium, and France in June 2018.

The proposed field trip is a tour of Western Europe with a focus on sites from World War II.

The educational objective of the trip is to immerse students in the culture of Europe and history of World War II. The focus will be on intercultural interaction to move towards an understanding of self and others in a global world and an understanding of the role of history. Students will appreciate the joy of international travel and gain self confidence in the process.

The estimated number of students participating is 24 with four chaperones. The anticipated costs of the trip is \$3,559 per person with \$200 additional for spending money. Fundraisers for the trip will depend on student want and participation.



**Agenda II.B.7.
March 9, 2017**

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

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

Date: March 9, 2017

Re: Change Orders #181, #182, #194, #218, #219 and #256 for the 2015 Additions and Alterations to Burnsville High School

RECOMMENDATION: That the Board of Education approve change Orders #181, #182R, #194, #218, #219 and #256 for the 2015 Additions and Alterations to Burnsville High School.

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

Change order #181 for contract #2380L (The Trane Company) is in the amount of \$12,625.00. The added cost to this contract was labor to add butterfly valves, flanges and piping to the new chiller loop so that it could be isolated from the existing loop for cleaning purposes.

Change order #182R for contract #2380M (The Trane Company) is in the amount of \$59,382.00. Items on this change order include material costs to add butterfly valves, flanges, and glycol in the new chiller plant, Glycol which was the majority of this cost at \$50,000.00 was not written into the specifications in the chiller plant contract. Also on this change order is a back charge to another contractor for the foundation at the cooling tower being incorrect and needing corrections.

Change order #194 for contract #2380L (The Trane Company) is in the amount of \$4,713.00. The increased cost of this contract is labor to correct the cooling tower foundation due to it being incorrect, back charges to Northland Concrete.



Change order #218 for contract #2380L (The Trane Company) is in the amount of \$4,125.00. Items on this change order include labor to reinstall two hydronic mains that were installed backwards and to provide a water meter and piping for the chilled water chemical feed system.

Change order #219 for contract #2380M (The Trane Company) is in the amount of \$2,873.00. Items on this change order include material to reinstall 2 hydronic mains that were installed backwards and material to provide a water meter and piping to the chilled water chemical feed system.

Change order #256 for contract #0840 (Envision Glass, Inc.) is in the amount of \$8,080.00. Items on this change order include providing aluminum closures at interior partitions, cutting down existing doors to open smoothly over new carpeted entrances and overtime needed to finish the project on time for school to start in September 2016.

To date total change orders in amount of \$2,326,339.00 to the 45 original contract amounts of \$37,734,946.00 brings the total contracts with change orders to \$40,061,285.00. This represents change orders of 6.16% of original bid amounts.

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

CHANGE ORDER

FEB 06 2017

CONSTRUCTION MANAGER-ADVISER EDITION

FEB 16 2017

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CONSTRUCTION MANAGER
ARCHITECT
CONTRACTOR
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OTHER

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PCO # 181

(Instructions on reverse side)

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

CHANGE ORDER NO.: 2380L.01
INITIATION DATE: 07/27/16
PROJECT NOS.: 301504.01
CONTRACT FOR: Contract #2380
Mech. Chiller Plant
Labor
CONTRACT DATE: 10/22/2015

TO CONTRACTOR: THE TRANE COMPANY
(Name and address) 775 VANDALIA STREET
ST. PAUL, MINNESOTA 55114

The Contract is changed as follows:

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

RECEIVED

FEB - 9 2017

ARMSTRONG, TORSETH, SKOLD & RYDEEN ARCHITECTS

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

Table with 2 columns: Description and Amount. Rows include Contract Sum, Net change, and Total Contract Sum.

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

WENCK CONSTRUCTION INC.
CONSTRUCTION MANAGER
7500 Olson Memorial Hwy, Golden Valley, MN 55427

ADDRESS Add Drew 2/6/17
BY DATE

THE TRANE COMPANY U.S. Inc.
CONTRACTOR
775 Vandalia Street, St. Paul, MN 55114

ADDRESS Karen M. Campbell
BY DATE 2/1/2017

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS
ARCHITECT
8501 Golden Valley Road, Ste. 300, Mpls., MN 55427

ADDRESS W J Jorgensen 2/13/17
BY DATE

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

ADDRESS
BY DATE

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G701/CMa-1992

Change Order

Burnsville High School

Project # 30150401

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

Date: 7/27/2016

Contractor:

The Trane Company
775 Vandalia Street
St. Paul, MN 55114

Architect's Project No:

Contract Date:

Contract Number: 2380L

Change Order Number: 001

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
RCO-157	003	Labor cost for additional butterfly valves, flanges and piping per Gary Grenzer and RFI 454	12,625

The original Contract (s) Value was.....	446,900
Sum of changes by prior Change Orders.....	0
The Contract Value prior to this Change Order was.....	446,900
The Contract Value will be changed by this Change Order in the amount of.....	12,625
The new Contract Value including this Change Order will be.....	459,525
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION
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OWNER
CONSTRUCTION MANAGER
ARCHITECT
CONTRACTOR
FIELD
OTHER

X
X
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X
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X
X

PCO # 182R

(Instructions on reverse side)

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

TO CONTRACTOR:
(Name and address) THE TRANE COMPANY
775 VANDALIA STREET
ST. PAUL, MINNESOTA 55114

CHANGE ORDER NO.: 2380M.01R
INITIATION DATE: 08/25/16
PROJECT NOS.: 301504.01
CONTRACT FOR: Contract #2380M
Mech. Chiller Plant
Materials
CONTRACT DATE: 10/22/2015

The Contract is changed as follows:

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

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ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

The original (Contract Sum) (Guaranteed Maximum Price)	\$	849,680.00
Net change by previously authorized Change Orders	\$	0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	849,680.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	59,382.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	909,062.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged

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

WENCK CONSTRUCTION INC.
CONSTRUCTION MANAGER
7500 Olson Memorial Hwy, Golden Valley, MN 55427
ADDRESS
BY *[Signature]* DATE 2/6/17

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT
ARCHITECT
8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
ADDRESS
BY *[Signature]* DATE 2/13/17

THE TRANE COMPANY U.S. Inc.
CONTRACTOR
775 Vandalia Street, St. Paul, MN 55114
ADDRESS
BY *[Signature]* DATE 2/1/2017

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



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G701/CMa-1992

Change Order

Burnsville High School

Project # 30150401

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

Date: 8/25/2016

Contractor:

The Trane Company
775 Vandalla Street
St. Paul, MN 55114

Architect's Project No:

Contract Date:

Contract Number: 2380M

Change Order Number: 001

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
RCO-157	004	Material cost for additional butterfly valves, flanges and piping per Gary Grenzer and RFI 454	58,800
RCO-157	005	Material costs incurred due to cooling tower foundation being incorrect. Back charge to Northland.	582

The original Contract (s) Value was.....	849,680
Sum of changes by prior Change Orders.....	0
The Contract Value prior to this Change Order was.....	849,680
The Contract Value will be changed by this Change Order in the amount of.....	59,382
The new Contract Value including this Change Order will be.....	909,062
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

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OWNER PCO # 194
CONSTRUCTION MANAGER
ARCHITECT
CONTRACTOR
FIELD
OTHER

FEB 16 2017

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PROJECT: 2015 ADDITIONS & ALTERATIONS TO
(Name and address) BURNSVILLE HIGH SCHOOL BP #4
600 EAST HIGHWAY 13
BURNSVILLE, MINNESOTA 55337
TO CONTRACTOR: THE TRANE COMPANY
(Name and address) 775 VANDALIA STREET
ST. PAUL, MINNESOTA 55114

CHANGE ORDER NO.: 2380L.02
INITIATION DATE: 08/25/16
PROJECT NOS.: 301504.01
CONTRACT FOR: Contract #2380
Mech. Chiller Plant
CONTRACT DATE: Labor
10/22/2015

The Contract is changed as follows:

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

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FEB - 9 2017

ARMSTRONG, TORSETH

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

The original (Contract Sum) (XXXXXXXXXXXXXXXXXXXX)	\$	446,900.00
Net change by previously authorized Change Orders	\$	12,625.00
The (Contract Sum) (XXXXXXXXXXXXXXXXXXXX) prior to this Change Order was	\$	459,525.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	4,713.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	464,238.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		

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

WENCK CONSTRUCTION INC.
CONSTRUCTION MANAGER
7500 Olson Memorial Hwy, Golden Valley, MN 55427
ADDRESS
BY *[Signature]* DATE 2/6/17

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT
ARCHITECT
8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
ADDRESS
BY *[Signature]* DATE 2/13/17

~~THE TRANE COMPANY~~ U.S. Inc.
CONTRACTOR
775 Vandalia Street, St. Paul, MN 55114
ADDRESS
BY *[Signature]* DATE 2/1/2017

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



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Change Order

Burnsville High School

Project # 30150401

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

Date: 8/25/2016

Contractor:

The Trane Company
775 Vandalla Street
St. Paul, MN 55114

Architect's Project No:

Contract Date:

Contract Number: 2380L

Change Order Number: 002

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
RCO-157	001	Labor costs incurred due to cooling tower foundation being incorrect. Back charge to Northland.	4,713

The original Contract (s) Value was.....	446,900
Sum of changes by prior Change Orders.....	12,625
The Contract Value prior to this Change Order was.....	459,525
The Contract Value will be changed by this Change Order in the amount of.....	4,713
The new Contract Value including this Change Order will be.....	464,238
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

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OWNER PCO # 218
CONSTRUCTION MANAGER
ARCHITECT
CONTRACTOR
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OTHER

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

TO CONTRACTOR: THE TRANE COMPANY
(Name and address) 775 VANDALIA STREET
ST. PAUL, MINNESOTA 55114

CHANGE ORDER NO.: 2380L.03
INITIATION DATE: 10/17/16
PROJECT NOS.: 301504.01
CONTRACT FOR: Contract #2380
Mech. Chiller Plant
CONTRACT DATE: Labor
10/22/2015

The Contract is changed as follows:

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

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

The original (Contract Sum) (Guaranteed Maximum Price)	\$	446,900.00
Net change by previously authorized Change Orders	\$	17,338.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	464,238.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	4,125.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	468,363.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

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

WENCK CONSTRUCTION INC.
CONSTRUCTION MANAGER
7500 Olson Memorial Hwy, Golden Valley, MN 55427
ADDRESS *[Signature]*
BY *[Signature]* DATE 2/6/17
THE TRANE COMPANY U.S. Inc.
CONTRACTOR
775 Vandalia Street, St. Paul, MN 55114
ADDRESS * *[Signature]*
BY Karen M. Campbell DATE 2/1/2017

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT
ARCHITECT
8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
ADDRESS *[Signature]* DATE 2/13/17
BY BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS
OWNER
100 River Ridge Court, Burnsville, MN 55337
ADDRESS
BY DATE



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*NOTE: Acknowledged on the same basis as the original agreement.



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G701/CMa-1992

Change Order

Burnsville High School

Project # 30150401
 Tel: 952-707-2000 Fax: 952-707-2102

Date: 10/17/2016

Contractor:
 The Trane Company
 775 Vandalia Street
 St. Paul, MN 55114

Architect's Project No:
Contract Date:
Contract Number: 2380L
Change Order Number: 003

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
RCCO-164	003	Re-install two hydronic mains that are currently installed backwards.	2,475
RCCO-164	005	Provide meter, wafer tap, and piping to chemical board.	1,650

The original Contract (s) Value was.....	446,900
Sum of changes by prior Change Orders.....	17,338
The Contract Value prior to this Change Order was.....	464,238
The Contract Value will be changed by this Change Order in the amount of.....	4,125
The new Contract Value including this Change Order will be.....	468,363
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

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CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION
AIA DOCUMENT G701/CMa

FEB 06 2017

FEB 16 2017

OWNER PCO # 219
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

(Instructions on reverse side)

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

TO CONTRACTOR: THE TRANE COMPANY
 (Name and address) 775 VANDALIA STREET
 ST. PAUL, MINNESOTA 55114

CHANGE ORDER NO.: 2380M.002
 INITIATION DATE: 10/17/16
 PROJECT NOS.: 301504.01
 CONTRACT FOR: Contract #2380M
 Mech. Chiller Plant
 Materials
 CONTRACT DATE: 10/22/2015

The Contract is changed as follows:

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

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FEB - 9 2017

ARMSTRONG, TORSETH

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

The original (Contract Sum) (XXXXXXXXXXXXXXXXXXXX)	\$	849,680.00
Net change by previously authorized Change Orders	\$	59,382.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	909,062.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	2,873.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	911,935.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

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

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS
 BY *[Signature]* DATE 2/6/17
 THE TRANE COMPANY U.S. Inc.
 CONTRACTOR
 775 Vandalia Street, St. Paul, MN 55114
 ADDRESS
 BY Karen M. Campbell, Contract Manager DATE 1/25/2017

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS
 BY *[Signature]* DATE 2/13/17
 BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS
 OWNER
 100 River Ridge Court, Burnsville, MN 55337
 ADDRESS
 BY DATE



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 *NOTE: Acknowledged on the same basis as the original agreement.

Change Order

Burnsville High School

Project # 30150401

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

Date: 10/17/2016

Contractor:

The Trane Company
775 Vandalia Street
St. Paul, MN 55114

Architect's Project No:

Contract Date:

Contract Number: 2380M

Change Order Number: 002

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
RCO-164	002	Re-install two hydronic mains that are currently installed backwards.	2,533
RCO-164	004	Provide meter, wafer tap, and piping to chemical board.	340

The original Contract (s) Value was.....	849,680
Sum of changes by prior Change Orders.....	59,382
The Contract Value prior to this Change Order was.....	909,062
The Contract Value will be changed by this Change Order in the amount of.....	2,873
The new Contract Value including this Change Order will be.....	911,935
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

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CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

FEB 03 2017

FEB 16 2017

OWNER	<input checked="" type="checkbox"/>	PCO #	256
CONSTRUCTION MANAGER	<input type="checkbox"/>		
ARCHITECT	<input checked="" type="checkbox"/>		
CONTRACTOR	<input checked="" type="checkbox"/>		
FIELD	<input type="checkbox"/>		
OTHER	<input type="checkbox"/>		

(Instructions on reverse side)

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

TO CONTRACTOR:
 (Name and address) ENVISION GLASS, INC.
 2958 CLEVELAND AVENUE NORTH
 ROSEVILLE, MINNESOTA 55113

CHANGE ORDER NO.: 0840.004

INITIATION DATE: 01/20/17

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #0840
 Alum Entr/Strfts/CW
 SkyL/Winds/Glazing

CONTRACT DATE: 10/22/2015

The Contract is changed as follows:

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

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

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	1,276,534.00
Net change by previously authorized Change Orders	\$	11,257.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	1,287,791.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	8,080.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be ...	\$	1,295,871.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

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

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS
 BY: *[Signature]* DATE: 2/8/17

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCH.
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS
 BY: *[Signature]* DATE: 2/14/17

ENVISION GLASS, INC.
 CONTRACTOR
 2958 Cleveland Ave. N., Roseville, MN 55113
 ADDRESS
 BY: *[Signature]* DATE: 2/16/17

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



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Subcontract Change Order

Detailed, Grouped by Each Number

Burnsville High School

Project # 30150401

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

Date: 1/20/2017

To Subcontractor/Vendor:

Envision Glass, Inc.
2958 Cleveland Avenue N
Roseville, MN 55113

Architect's Project No:

Contract Date:

Contract Number: 0840

Change Order Number: 004

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-160	001	Provide aluminum closures at interior partitions abutting exterior window wall per PR 160.	1,330
RCO-191	003	Envision Glass overtime over the summer.	6,000
RCO-191	004	Cut down existing doors to receive entrance carpet.	750

The original Contract Value was.....	1,276,534
Sum of changes by prior Subcontract Change Orders.....	11,257
The Contract Value prior to this Subcontract Change Order was.....	1,287,791
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	8,080
The new Contract Value including this Subcontract Change Order will be.....	1,295,871
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Subcontract Change Order is.....	

CONTRACTOR

Address

BY _____

SIGNATURE

DATE

Envision Glass, Inc.

SUBCONTRACTOR/VENDOR

2958 Cleveland Avenue N
Roseville, MN 55113

Address

BY Doane Terris

SIGNATURE [Signature]

DATE 2/6/17

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BHS Budget Report with Change Orders

Information	Company	Wenck Estimates	Awarded Bid	Change Orders To Date	Percent of Change	Numer of Change Orders	Contract Amount With Change Orders	Percent of paid to Date
Bid Pack #1								
Contract #0600 General Construction Shop Annex	Ebert Construction	\$919,600.00	\$671,900.00	\$95,682.00	14.24%	18	\$767,582.00	100.00%
Contract #2300 Mechanical	Klamm Mechanical	\$647,800.00	\$900,000.00	\$47,621.00	5.29%	9	\$947,621.00	95.00%
Contract #2600 Electrical	Peoples Electric	\$293,600.00	\$566,500.00	\$90,391.00	15.96%	16	\$656,891.00	100.00%
Contract #3110 Site Demolition and Improvements	Max Steininger Inc.	\$775,285.10	\$530,000.00	\$347,577.00	65.58%	9	\$877,577.00	94.12%
Contract #3300 Site Utility Relocation	Veit & Co.	\$243,170.00	\$410,000.00	\$114,909.00	28.03%	6	\$524,909.00	100.00%
Contract #0240 Building Demolition	Veit & Co.	\$366,047.14	\$71,039.00	\$30,496.00	42.93%	5	\$101,535.00	100.00%
		<u>\$3,245,502.24</u>	<u>\$3,149,439.00</u>	<u>\$726,676.00</u>			<u>\$3,876,115.00</u>	
Bid Pack #2								
Contract #0345 Precast Concrete Wall Panels	Wells Concrete	\$2,403,594.00	\$2,615,000.00	(\$104,208.00)	-3.99%	5	\$2,510,792.00	94.43%
		<u>\$2,403,594.00</u>	<u>\$2,615,000.00</u>	<u>(\$104,208.00)</u>			<u>\$2,510,792.00</u>	
Bid Pack #3								
Contract #0420 Masonry	Crosstown Masonry Incorporated	\$1,305,616.00	\$1,240,000.00	\$94,132.00	7.59%	9	\$1,334,132.00	95.00%
Contract #3301 Site Utilities	Metro Utilities, Inc.	\$181,880.00	\$288,750.00	\$23,674.00	8.20%	6	\$312,424.00	95.00%
Contract #3290 Landscaping/Irrigation Systems	Urban Companies, LLC	\$305,275.00	\$240,069.00	\$51,972.00	21.65%	8	\$292,041.00	95.00%
Contract #3210 Asphalt Paving/Curbs	Midwest Asphalt Corporation	\$1,244,655.00	\$921,900.00	(\$11,784.00)	-1.28%	5	\$910,116.00	96.17%
Contract #3100 Earthwork/Site Demolition	Max Steininger Inc.	\$1,179,458.00	\$1,071,000.00	\$122,691.00	11.46%	10	\$1,193,691.00	92.72%
Contract #2202 Mechanical	Klamm Mechanical	\$551,250.00	\$872,000.00	\$45,857.00	5.26%	8	\$917,857.00	95.00%
Contract #0510 Structural Steel Erection	Red Cedar Steel Erectors, Inc.	\$599,057.00	\$582,300.00	\$14,680.00	2.52%	5	\$596,980.00	100.00%
Contract #0340 Structural Precast Concrete	Wells Concrete	\$1,013,719.00	\$933,340.00	(\$9,510.00)	-1.02%	3	\$923,830.00	95.98%
Contract #0330 Cast-In-Place Concrete	Northland Concrete & Masonry, LLC	\$2,739,043.00	\$2,617,189.00	\$293,885.00	11.23%	15	\$2,911,074.00	95.00%
Contract #0241 Building Demolition	Lloyd's Construction Services Inc.	\$146,221.00	\$285,155.00	\$108,649.00	38.10%	4	\$393,804.00	95.00%
Contract #0512 Structural Steel Supply	American Structural Metals, Inc.	\$788,856.00	\$898,900.00	(\$23,172.00)	-2.58%	6	\$875,728.00	95.29%

Information	Company	Wenck Estimates	Awarded Bid	Change Orders To Date	Percent of Change	Numer of Change Orders	Contract Amount With Change Orders	Percent of paid to Date
		<u>\$10,055,030.00</u>	<u>\$9,950,603.00</u>	<u>\$711,074.00</u>	<u>\$10,661,677.00</u>			
Bid Pack #4								
Contract #0790 Caulking/Firestopping/Traffic Coatings	The Caulkers Company, Inc.	\$96,495.00	\$86,900.00	\$0.00	0.00%	0	\$86,900.00	95.00%
Contract #0335 Polished Concrete Floors	Questmark Flooring	\$33,633.60	\$15,969.00	\$0.00	0.00%	0	\$15,969.00	95.00%
Contract #0511 Miscellaneous Metals - Erection	Red Cedar Steel Erectors, Inc.	\$58,387.35	\$126,500.00	(\$1,489.00)	-1.18%	1	\$125,011.00	95.00%
Contract #0550 Miscellaneous Metals Fabrication- Supply	American Structural Metals, Inc.	\$411,285.00	\$802,450.00	(\$5,121.00)	-0.64%	3	\$797,329.00	95.00%
Contract #0990 Painting	Fransen Decorating, Inc.	\$401,378.25	\$230,305.00	\$16,252.00	7.06%	4	\$246,557.00	84.31%
Owner Direct - Architectural Purchase	Haldeman-Homme Inc.	\$1,636,582.50	\$1,084,781.00	(\$15,152.00)	-1.40%	11	\$1,069,629.00	94.26%
Contract #2601 Electrical/Communications/Security/Paging	Peoples Electric	\$3,736,950.00	\$3,558,650.00	\$271,538.00	7.63%	13	\$3,830,188.00	94.56%
Contract #2305 Testing and Balancing	Marcus Global, Inc.	\$71,299.20	\$67,800.00	\$0.00	0.00%	0	\$67,800.00	76.30%
Contract #2302 HVAC/Temperature Controls	Thelen Heating & Roofing, Inc.	\$3,479,700.00	\$2,751,800.00	\$81,832.00	2.97%	9	\$2,833,632.00	95.00%
Contract #2200 Plumbing and Heating	El-Jay Plumbing & Heating, Inc.	\$3,709,440.00	\$3,269,000.00	\$163,090.00	4.99%	11	\$3,432,090.00	92.16%
Contract #2100 Fire Protection	Total Fire Protection, Inc.	\$427,798.35	\$418,890.00	\$26,777.00	6.39%	2	\$445,667.00	95.00%
Contract #1440 Wheelchair Lift	DRN Enterprises, d.b.a Arrow Lift	\$15,750.00	\$26,989.00	\$1,384.00	5.13%	1	\$28,373.00	90.37%
Contract #1420 Elevators	ThyssenKrupp Elevator Americas	\$189,000.00	\$200,047.00	\$4,500.00	2.25%	1	\$204,547.00	92.91%
Contract #1140 Food Service Equipment	Advanced Contract Equipment and Design	\$15,750.00	\$18,381.00	\$7,216.00	39.26%	3	\$25,597.00	97.78%
Contract #0610 Selective Demolition/Carpentry	George F. Cook Construction Co.	\$1,521,190.65	\$1,443,000.00	\$89,240.00	6.18%	7	\$1,532,240.00	92.74%
Contract #1022 Folding Panel Partitions	W.L. Hall Company	\$61,425.00	\$52,904.00	\$0.00	0.00%	0	\$52,904.00	95.00%
Contract #0750 Roofing and Metal Panels	Palmer West Construction Company, Inc.	\$2,206,743.00	\$1,603,200.00	\$30,993.00	1.93%	6	\$1,634,193.00	95.00%
Contract #0966 Epoxy Terrazzo Flooring	Advance Terrazzo Flooring	\$612,417.75	\$508,000.00	\$25,096.00	4.94%	3	\$533,096.00	95.00%
Contract #0965 Resilient Flooring/Carpet	Floors by Becker, Inc.	\$368,131.05	\$431,132.00	\$27,885.00	6.47%	2	\$459,017.00	95.00%
Contract #0950 Acoustical Ceilings	Kirk Acoustics	\$383,939.85	\$300,280.00	\$12,225.00	4.07%	2	\$312,505.00	83.09%
Contract #0930 Tile	Multiple Concepts Interiors, Inc.	\$886,415.25	\$1,324,000.00	\$21,763.00	1.64%	6	\$1,345,763.00	95.00%

Information	Company	Wenck Estimates	Awarded Bid	Change Orders To Date	Precent of Change	Numer of Change Orders	Contract Amount With Change Orders	Precent of paid to Date
Contract #0920 Drywall/Cold Formed Metal Framing/DEF	Commercial Drywall, Inc.	\$1,222,033.05	\$609,850.00	\$93,870.00	15.39%	8	\$703,720.00	94.32%
Contract #0840 Aluminum Entrances I Storefronts I Curta	Envision Glass, Inc.	\$1,668,936.15	\$1,276,534.00	\$19,337.00	1.51%	4	\$1,295,871.00	94.41%
Contract #0833 Coiling/Overhead Doors	Overhead Door of the Northland	\$76,125.00	\$73,689.00	\$0.00	0.00%	0	\$73,689.00	85.09%
Contract #0810 Doors/Frames/Hardware - Supply	Kendell Doors & Hardware, Inc.	\$445,068.75	\$409,848.00	\$37,843.00	9.23%	6	\$447,691.00	94.02%
Owner Direct - Chiller Plant Purchase	Train Co.	\$1,470,000.00	\$1,296,580.00	\$83,718.00	6.46%	5	\$1,380,298.00	86.91%
Contract #1044 Signage	(Lawrence) Walker Sign Holdings, Inc.	\$47,250.00	\$32,425.00	\$0.00	0.00%	0	\$32,425.00	95.00%
		<u>\$25,253,124.75</u>	<u>\$22,019,904.00</u>	<u>\$992,797.00</u>			<u>\$23,012,701.00</u>	
	Grand Totals	<u>\$40,957,250.99</u>	<u>\$37,734,946.00</u>	<u>\$2,326,339.00</u>	6.16%		<u>\$40,061,285.00</u>	
							<u>\$41,716,739.00</u>	

REVIEW AND COMMENT CONSTRUCTION BUDGET WITH ALTERNATIVE FACILITIES FUNDING

\$41,716,739.00



**Agenda II.B.8.
March 9, 2017**

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

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

Date: March 9, 2017

**Re: Change Order #09 for the 2016 Diamondhead Education Center and
Administrative Service Center Alterations**

RECOMMENDATION: That the Board of Education approve change order #09 for the 2016 Alterations to Diamondhead Education Center and Administrative Service Center.

On March 10, 2016 the School Board approved the bids for contract #0610, #2300 and #2600 for the Diamondhead Education Center and Administrative Service Center projects.

Change order #09 for contract #2300 (Northland Mechanical Contractors) is in the amount of \$3,360.00. Items on this change order include a credit for allowances that were not used during the project and a cost to reconfigure controls for the heating and cooling system to better serve classrooms at River Ridge Education Center.

To date total change orders in amount of \$195,958.00 to the 3 contract amounts of \$2,016,300.00 brings the total contracts with change orders to \$2,212,258.00. This represents change orders of 9.72% of original bid amounts.

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



Document G701/CMa™ - 1992

FEB 10 2017

FEB 21 2017

Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address): Diamondhead and Administration Service Center Alterations 100 River Ridge Court Burnsville, Minnesota 55337	CHANGE ORDER NUMBER: 2300-02 INITIATION DATE: 2/7/2017	OWNER: <input checked="" type="checkbox"/> CONSTRUCTION MANAGER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Northland Mechanical Contractors 9001 Science Center Drive New Hope, Minnesota 55428	PROJECT NUMBERS: 301504-04 / CONTRACT DATE: March 11, 2016 CONTRACT FOR: #2300 Mechanical	

THE CONTRACT IS CHANGED AS FOLLOWS:

Provide labor and material as necessary to complete the work noted on page #2.

The original Contract Sum was	\$	371,500.00
Net change by previously authorized Change Orders	\$	37,251.00
The Contract Sum prior to this Change Order was	\$	408,751.00
The Contract Sum will be increased by this Change Order in the amount of	\$	3,360.00
The new Contract Sum including this Change Order will be	\$	412,111.00

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

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

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

Wenck Construction and Remediation, Inc.
CONSTRUCTION MANAGER (Firm name)
7500 Olson Memorial Hwy, Ste 300, Golden Valley, MN 55427

ADDRESS
Mark Hovelson
BY (Signature)
(Typed name) **DATE:** 2/15/17

Northland Mechanical Contractors
CONTRACTOR (Firm name)
9001 Science Center Drive, New Hope, Minnesota 55428

ADDRESS
Matthew R. Tieva
BY (Signature)
Matthew R. Tieva **DATE:** 02/07/2017
(Typed name)

Armstrong, Torseth, Skold and Rydeen Inc.
ARCHITECT (Firm name)
8501 Golden Valley Road, Suite 300, Minneapolis, Minnesota 55438

ADDRESS
W. J. [Signature]
BY (Signature)
(Typed name) **DATE:** 2/17/17

Independent School District #191
OWNER (Firm name)
District No 191 Administrative Services Center, , 100 River Ridge Court, Burnsville, Minnesota 55337,
ADDRESS

BY (Signature)
(Typed name) **DATE:**

RECEIVED

FEB 15 2017

Subcontract Change Order

Detailed, Grouped by Each Number

Diamondhead & Administrative Service

Project # 30150404

Tel: Fax:

Date: 2/7/2017

To Subcontractor/Vendor:

Northland Mechanical Contractors
9001 Science Center Drive
New Hope, MN 55428

Architect's Project No:

Contract Date:

Contract Number: 2300

Change Order Number: 002

The Contract is hereby revised by the following items:

ASC and DEC CO#002

PCO	Item #	Description	Amount
COR#042	001	ASC - AHU Controls Reconfiguration	5,922
COR#042	002	Allowance Credit	-2,562

The original Contract Value was.....	371,500
Sum of changes by prior Subcontract Change Orders.....	37,251
The Contract Value prior to this Subcontract Change Order was.....	408,751
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	3,360
The new Contract Value including this Subcontract Change Order will be.....	412,111
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Subcontract Change Order is.....	

CONTRACTOR

Address

BY _____

SIGNATURE

DATE

Northland Mechanical Contractors

SUBCONTRACTOR/VENDOR

9001 Science Center Drive
New Hope, MN 55428

Address

BY Matthew R. Tieva

SIGNATURE

DATE 02/07/2017



Document G701/CMa™ - 1992

FEB 10 2017
FEB 21 2017

Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address): Diamondhead and Administration Service Center Alterations 100 River Ridge Court Burnsville, Minnesota 55337	CHANGE ORDER NUMBER: 2300-02 INITIATION DATE: 2/7/2017	OWNER: <input checked="" type="checkbox"/> CONSTRUCTION MANAGER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Northland Mechanical Contractors 9001 Science Center Drive New Hope, Minnesota 55428	PROJECT NUMBERS: 301504-04 / CONTRACT DATE: March 11, 2016 CONTRACT FOR: #2300 Mechanical	

THE CONTRACT IS CHANGED AS FOLLOWS:

Provide labor and material as necessary to complete the work noted on page #2.

The original Contract Sum was	\$	371,500.00
Net change by previously authorized Change Orders	\$	37,251.00
The Contract Sum prior to this Change Order was	\$	408,751.00
The Contract Sum will be increased by this Change Order in the amount of	\$	3,360.00
The new Contract Sum including this Change Order will be	\$	412,111.00

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

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

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

Wenck Construction and Remediation, Inc.
CONSTRUCTION MANAGER (Firm name)
7500 Olson Memorial Hwy, Ste 300, Golden Valley, MN 55427

ADDRESS

BY (Signature)
(Typed name) **DATE:** 2/15/17

Northland Mechanical Contractors
CONTRACTOR (Firm name)
9001 Science Center Drive, New Hope, Minnesota 55428

ADDRESS

BY (Signature)
Matthew R. Tieva
(Typed name) **DATE:** 02/07/2017

Armstrong, Torseth, Skold and Rydeen Inc.
ARCHITECT (Firm name)
8501 Golden Valley Road, Suite 300, Minneapolis, Minnesota 55438

ADDRESS

BY (Signature)
(Typed name) **DATE:** 2/17/17

Independent School District #191
OWNER (Firm name)
District No 191 Administrative Services Center, , 100 River Ridge Court, Burnsville, Minnesota 55337,

ADDRESS
BY (Signature)
(Typed name) **DATE:**

RECEIVED

FEB 15 2017

Subcontract Change Order

Detailed, Grouped by Each Number

Diamondhead & Administrative Service

Project # 30150404

Tel: Fax:

Date: 2/7/2017

To Subcontractor/Vendor:

Northland Mechanical Contractors
 9001 Science Center Drive
 New Hope, MN 55428

Architect's Project No:

Contract Date:

Contract Number: 2300

Change Order Number: 002

The Contract is hereby revised by the following items:

ASC and DEC CO#002

PCO	Item #	Description	Amount
COR#042	001	ASC - AHU Controls Reconfiguration	5,922
COR#042	002	Allowance Credit	-2,562

The original Contract Value was.....	371,500
Sum of changes by prior Subcontract Change Orders.....	37,251
The Contract Value prior to this Subcontract Change Order was.....	408,751
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	3,360
The new Contract Value including this Subcontract Change Order will be.....	412,111
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Subcontract Change Order is.....	

 CONTRACTOR

 Address

BY _____

SIGNATURE _____

DATE _____

 Northland Mechanical Contractors

 SUBCONTRACTOR/VENDOR

 9001 Science Center Drive
 New Hope, MN 55428

 Address

BY Matthew R. Tjeva

SIGNATURE 

DATE 02/07/2017

AIA Document G701/CMa™ - 1992

Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address): Diamondhead and Administration Service Center Alterations 100 River Ridge Court Burnsville, Minnesota 55337	CHANGE ORDER NUMBER: 2300-02 INITIATION DATE: 2/7/2017	OWNER: <input checked="" type="checkbox"/> CONSTRUCTION MANAGER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Northland Mechanical Contractors 9001 Science Center Drive New Hope, Minnesota 55428	PROJECT NUMBERS: 301504-04 / CONTRACT DATE: March 11, 2016 CONTRACT FOR: #2300 Mechanical	

THE CONTRACT IS CHANGED AS FOLLOWS:

Provide labor and material as necessary to complete the work noted on page #2.

The original Contract Sum was	\$	371,500.00
Net change by previously authorized Change Orders	\$	37,251.00
The Contract Sum prior to this Change Order was	\$	408,751.00
The Contract Sum will be increased by this Change Order in the amount of	\$	3,360.00
The new Contract Sum including this Change Order will be	\$	412,111.00

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

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

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

Wenck Construction and Remediation, Inc.
CONSTRUCTION MANAGER (Firm name)
7500 Olson Memorial Hwy, Ste 300, Golden Valley, MN 55427

ADDRESS
Mark Hovelson
BY (Signature) *2/15/17*
(Typed name) **DATE:**

Northland Mechanical Contractors
CONTRACTOR (Firm name)
9001 Science Center Drive, New Hope, Minnesota 55428

ADDRESS
Matthew R. Tieva
BY (Signature) *02/07/2017*
(Typed name) **DATE:**

Armstrong, Torseth, Skold and Rydeen Inc.
ARCHITECT (Firm name)
8501 Golden Valley Road, Suite 300, Minneapolis, Minnesota 55438

ADDRESS
[Signature]
BY (Signature) *2/17/17*
(Typed name) **DATE:**

Independent School District #191
OWNER (Firm name)
District No 191 Administrative Services Center, , 100 River Ridge Court, Burnsville, Minnesota 55337,

ADDRESS
BY (Signature)
(Typed name) **DATE:**

RECEIVED

FEB 15 2017

Subcontract Change Order

Detailed, Grouped by Each Number

Diamondhead & Administrative Service

Project # 30150404

Tel: Fax:

Date: 2/7/2017

To Subcontractor/Vendor:

Northland Mechanical Contractors
9001 Science Center Drive
New Hope, MN 55428

Architect's Project No:

Contract Date:

Contract Number: 2300

Change Order Number: 002

The Contract is hereby revised by the following items:

ASC and DEC CO#002

PCO	Item #	Description	Amount
COR#042	001	ASC - AHU Controls Reconfiguration	5,922
COR#042	002	Allowance Credit	-2,562

The original Contract Value was.....	371,500
Sum of changes by prior Subcontract Change Orders.....	37,251
The Contract Value prior to this Subcontract Change Order was.....	408,751
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	3,360
The new Contract Value including this Subcontract Change Order will be.....	412,111
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Subcontract Change Order is.....	

CONTRACTOR

Address

BY

SIGNATURE

DATE

Northland Mechanical Contractors

SUBCONTRACTOR/VENDOR

9001 Science Center Drive
New Hope, MN 55428

Address

BY Matthew R. Tieva

SIGNATURE 

DATE 02/07/2017

FEB 10 2017
FEB 21 2017

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Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address): Diamondhead and Administration Service Center Alterations 100 River Ridge Court Burnsville, Minnesota 55337	CHANGE ORDER NUMBER: 2300-02 INITIATION DATE: 2/7/2017	OWNER: <input checked="" type="checkbox"/> CONSTRUCTION MANAGER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Northland Mechanical Contractors 9001 Science Center Drive New Hope, Minnesota 55428	PROJECT NUMBERS: 301504-04 / CONTRACT DATE: March 11, 2016 CONTRACT FOR: #2300 Mechanical	

THE CONTRACT IS CHANGED AS FOLLOWS:

Provide labor and material as necessary to complete the work noted on page #2.

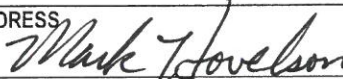
The original Contract Sum was	\$	371,500.00
Net change by previously authorized Change Orders	\$	37,251.00
The Contract Sum prior to this Change Order was	\$	408,751.00
The Contract Sum will be increased by this Change Order in the amount of	\$	3,360.00
The new Contract Sum including this Change Order will be	\$	412,111.00

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


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

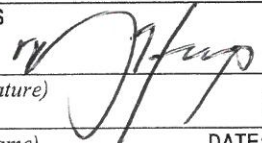
Wenck Construction and Remediation, Inc.
CONSTRUCTION MANAGER (Firm name)
7500 Olson Memorial Hwy, Ste 300, Golden Valley, MN 55427

ADDRESS

BY (Signature)
(Typed name) Mark Lovelson
DATE: 2/15/17

Northland Mechanical Contractors
CONTRACTOR (Firm name)
9001 Science Center Drive, New Hope, Minnesota 55428

ADDRESS

BY (Signature)
Matthew R. Tieva
(Typed name) **DATE:** 02/07/2017

Armstrong, Torseth, Skold and Rydeen Inc.
ARCHITECT (Firm name)
8501 Golden Valley Road, Suite 300, Minneapolis, Minnesota 55438

ADDRESS

BY (Signature)
(Typed name) rv J. J. J. J.
DATE: 2/17/17

Independent School District #191
OWNER (Firm name)
District No 191 Administrative Services Center, , 100 River Ridge Court, Burnsville, Minnesota 55337,
ADDRESS

BY (Signature)
(Typed name) **DATE:**

RECEIVED

FEB 15 2017

Subcontract Change Order

Detailed, Grouped by Each Number

Diamondhead & Administrative Service

Project # 30150404

Tel: Fax:

Date: 2/7/2017

To Subcontractor/Vendor:
 Northland Mechanical Contractors
 9001 Science Center Drive
 New Hope, MN 55428

Architect's Project No:
Contract Date:
Contract Number: 2300
Change Order Number: 002

The Contract is hereby revised by the following items:

ASC and DEC CO#002

PCO	Item #	Description	Amount
COR#042	001	ASC - AHU Controls Reconfiguration	5,922
COR#042	002	Allowance Credit	-2,562

The original Contract Value was.....	371,500
Sum of changes by prior Subcontract Change Orders.....	37,251
The Contract Value prior to this Subcontract Change Order was.....	408,751
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	3,360
The new Contract Value including this Subcontract Change Order will be.....	412,111
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Subcontract Change Order is.....	

 CONTRACTOR

 Address

BY _____

SIGNATURE _____

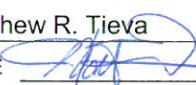
DATE _____

Northland Mechanical Contractors

 SUBCONTRACTOR/VENDOR
 9001 Science Center Drive
 New Hope, MN 55428

 Address

BY Matthew R. Tjeva

SIGNATURE 

DATE 02/07/2017

DEC / Best Budget Report with Change Orders

Information	Company	Wenck Estimates	Awarded Bid	Change Orders To Date	Percent of Change	Numer of Change Orders	Contract Amount With Change Orders	Percent of paid to Date
Bid DEC,Best								
Contract #2600 Electrical	Gopher LLC.	\$543,100.00	\$570,000.00	\$47,018.00	8.25%	3	\$617,018.00	73.16%
Contract #2300 Mechanical	Northland Mechanical Contractors, Inc.	\$264,900.00	\$371,500.00	\$40,611.00	10.93%	2	\$412,111.00	93.63%
Contract #0610 Gen. construction	George F. Cook Construction Co.	\$990,019.00	\$1,074,800.00	\$108,329.00	10.08%	4	\$1,183,129.00	94.61%
		<u>\$1,798,019.00</u>	<u>\$2,016,300.00</u>	<u>\$195,958.00</u>			<u>\$2,212,258.00</u>	
	Grand Totals	<u>\$1,798,019.00</u>	<u>\$2,016,300.00</u>	<u>\$195,958.00</u>	9.72%		<u>\$2,212,258.00</u>	
				REVIEW AND COMMENT CONSTRUCTION BUDGET			<u>\$1,253,500.00</u>	



**Agenda II.B.9.
March 9, 2017**

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

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

Date: March 9, 2017

Re: Change Orders #019, #020 and #021 for the 2016 Additions and Alterations to Metcalf Middle School, William Byrne Elementary and Rahn Elementary schools

RECOMMENDATION: That the Board of Education approve change orders #019, #020 and #021 for the 2016 Additions and Alterations to Metcalf Middle School, William Byrne Elementary and Rahn Elementary schools.

On December 17th, 2015 the School Board approved the bids for contracts #0610, #2300, and #2600 for the 2016 Additions and Alterations to Metcalf Middle School, William Byrne Elementary and Rahn Elementary schools.

Change order #019 for contract #0610 (Morcon Construction Co., Inc.) is in the amount of \$23,040.00. Items on this change order include additional work not shown on the construction documents and raising of whiteboards installed per specifications but needed to be raised for age appropriate classrooms at William Byrne Elementary.

Change order #020 for contract #0610 (Morcon Construction Co., Inc.) is in the amount of \$8,637.00. Items on this change order include installing gypsum board underneath windows where casework was removed to unfinished surfaces only discovered after demolition at Rahn Elementary, after demolition at Metcalf Middle School it was discovered that exposed walls were not called out for new finishes so the added cost to laminate these walls with sheet rock and paint is an additional cost in this change order.

Change order #021 for contract #0610 (Morcon Construction Co., Inc.) is in the amount of \$54,182.00. Items on this change order include replacement of a rotted railing, demolition and replacement of an existing floor due to condition, and providing new soils for correction to install footings at the new vestibule area at Metcalf Middle School. The addition of a (ACT) drop ceiling, new footings and



foundation at the stoop area because it was discovered after digging up the existing that it was not constructed correctly originally which led for the need to remove the existing storefront and reinstall it once the new footings and foundation were reconstructed at Rahn Elementary.

To date total change orders in amount of \$212,362.00 to the 3 contract amounts of \$4,342,600.00 brings the total contracts with change orders to \$4,554,962.00. This represents change orders of 4.89% of original bid amounts.

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

POC 019

JAN 18 2017
JAN 18 2017



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Change Order - Construction Manager-Adviser Edition

JAN 18 2017

PROJECT (Name and address):
ISD 191 William Byrne ES/Rahn
ES/Metcalf JHS - Additions &
Alterations
Burnsville - Eagan - Savage Public
Schools
600 MN-13
Burnsville, Minnesota

CHANGE ORDER NUMBER: 0610-09
INITIATION DATE: 11/22/2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN
OWNER:
CONSTRUCTION MANAGER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO CONTRACTOR (Name and address):
Morcon Construction Co., Inc.
5151 Industrial Blvd NE
Fridley, MN 55421

PROJECT NUMBERS: 301504-02 /
CONTRACT DATE:
CONTRACT FOR: #0610 - General
Construction

THE CONTRACT IS CHANGED AS FOLLOWS:

The original Contract Sum was	\$	2,949,700.00
Net change by previously authorized Change Orders	\$	84,115.00
The Contract Sum prior to this Change Order was	\$	3,033,815.00
The Contract Sum will be increased by this Change Order in the amount of	\$	23,040.00
The new Contract Sum including this Change Order will be	\$	3,056,855.00

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

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

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

Wenck Construction and Remediation, Inc. d/b/a/ Bossardt Corporation

Armstrong, Torseth, Skold and Rydeen Inc.

CONSTRUCTION MANAGER (Firm name)
7500 Olson Memorial Hwy, Suite 300, Golden Valley, MN 55427

ARCHITECT (Firm name)
8501 Golden Valley Road, Suite 300, Minneapolis, Minnesota 55438

ADDRESS

ADDRESS

BY (Signature)
Shane Butler
(Typed name) DATE: 1/18/17

BY (Signature)
ATSJR
(Typed name) DATE: 2/16/17

Morcon Construction Co., Inc.
CONTRACTOR (Firm name)
5151 Industrial Blvd NE, Fridley, MN 55421
ADDRESS

Independent School District #191
OWNER (Firm name)
200 River Ridge Court, Burnsville, Minnesota 55337,
ADDRESS

BY (Signature)

SHAWN OLSON
(Typed name) DATE: 1-6-17

BY (Signature)
(Typed name) DATE:

Subcontract Change Order

Detailed, Grouped by Each Number

William Bryne-Rahn Metcalf

Project # 30150402

Tel: Fax:

Date: 11/22/2016

To Subcontractor/Vendor:

Morcon Construction Co., Inc.

5151 Industrial Blvd NE

Fridley, MN 55421

Architect's Project No:

Contract Date:

Contract Number: 0610

Change Order Number: 009

The Contract is hereby revised by the following items:

Approved Changes

PCO	Item #	Description	Amount
COR#036	001	MC - Rahn - Handrail work @ Media Center per RFI#121	4,268
COR#037	001	MC - Byrne - plaster patching at existing walls	4,124
COR#038	001	MC - Byrne/Rahn - Additional ACT no shown	5,803
COR#039	001	MC - Byrne - Moving of whiteboards	1,311
COR#040	001	MC - Rahn - Additional demo & masonry work for louver not shown on plans	3,933
COR#041	001	MC - Byrne - Floor infill work at B144	3,601

The original Contract Value was.....	2,949,700
Sum of changes by prior Subcontract Change Orders.....	84,115
The Contract Value prior to this Subcontract Change Order was.....	3,033,815
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	23,040
The new Contract Value including this Subcontract Change Order will be.....	3,056,855
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Subcontract Change Order is.....	

CONTRACTOR

Address

BY

SIGNATURE

DATE

Morcon Construction Co., Inc.

SUBCONTRACTOR/VENDOR

5151 Industrial Blvd NE

Fridley, MN 55421

Address

BY

SIGNATURE

DATE

POC 020



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JAN 18 2017

Change Order - Construction Manager-Adviser Edition

JAN 18 2017

PROJECT (Name and address):
ISD 191 William Byrne ES/Rahn
ES/Metcalf JHS - Additions &
Alterations
Burnsville - Eagan - Savage Public
Schools
600 MN-13
Burnsville, Minnesota

CHANGE ORDER NUMBER: 0610-10
INITIATION DATE: 12/21/2016

ARMSTRONG, TORSETH, SKOLD & RYDEEN INC.
OWNER: [X]
CONSTRUCTION MANAGER: [X]
ARCHITECT: [X]
CONTRACTOR: [X]
FIELD: []
OTHER: []

TO CONTRACTOR (Name and address):
Morcon Construction Co., Inc.
5151 Industrial Blvd NE
Fridley, MN 55421

PROJECT NUMBERS: /
301504-02
CONTRACT DATE:
CONTRACT FOR: #0610 - General
Construction

THE CONTRACT IS CHANGED AS FOLLOWS:

Table with 2 columns: Description of change and Amount. Rows include original contract sum, net change by change orders, and new total contract sum.

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

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

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

Wenck Construction and Remediation, Inc. d/b/a/ Bossardt Corporation

Armstrong, Torseth, Skold and Rydeen Inc.

CONSTRUCTION MANAGER (Firm name)
7500 Olson Memorial Hwy, Suite 300, Golden Valley, MN 55427

ARCHITECT (Firm name)
8501 Golden Valley Road, Suite 300, Minneapolis, Minnesota 55438

ADDRESS
[Signature]

ADDRESS
[Signature]

BY (Signature)
DATE: 1/18/17

BY (Signature)
DATE: 2/6/17

Morcon Construction Co., Inc.
CONTRACTOR (Firm name)
5151 Industrial Blvd NE, Fridley, MN 55421,
ADDRESS

Independent School District #191
OWNER (Firm name)
200 West Burnsville Parkway, Burnsville, Minnesota 55337,
ADDRESS

[Signature]
BY (Signature)
DATE: 1-6-17

[Signature]
BY (Signature)
DATE:

Subcontract Change Order

Detailed, Grouped by Each Number

William Bryne-Rahn Metcalf

Project # 30150402

Tel: Fax:

Date: 12/21/2016

To Subcontractor/Vendor:

Morcon Construction Co., Inc.
5151 Industrial Blvd NE
Fridley, MN 55421

Architect's Project No:

Contract Date:

Contract Number: 0610

Change Order Number: 010

The Contract is hereby revised by the following items:

Approved Changes

PCO	Item #	Description	Amount
COR#042	001	MC - T&M Work for RFI#47 response	2,124
COR#043	001	MC - T&M Work for the Response to RFI#44 (MC#44)	4,292
COR#044	001	MC - T&M Work for the response to RFI#70 (MC#45)	2,221

The original Contract Value was.....	2,949,700
Sum of changes by prior Subcontract Change Orders.....	107,155
The Contract Value prior to this Subcontract Change Order was.....	3,056,855
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	8,637
The new Contract Value including this Subcontract Change Order will be.....	3,065,492
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Subcontract Change Order is.....	

CONTRACTOR

Address

BY

SIGNATURE

DATE

Morcon Construction Co., Inc.

SUBCONTRACTOR/VENDOR

5151 Industrial Blvd NE
Fridley, MN 55421

Address

BY

SIGNATURE

DATE

JAN 31 2017
FEB 09 2017



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Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address):
ISD 191 William Byrne ES/Rahn
ES/Metcalf JHS - Additions &
Alterations
Burnsville - Eagan - Savage Public
Schools
600 MN-13
Burnsville, Minnesota

CHANGE ORDER NUMBER: 0610-011

INITIATION DATE: 01/19/2017

OWNER:
CONSTRUCTION MANAGER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO CONTRACTOR (Name and address):
Morcon Construction Co., Inc.
5151 Industrial Blvd. NE
Fridley MN 55421

PROJECT NUMBERS: /
301504-02

CONTRACT DATE:
CONTRACT FOR: #0610 - General
Construction

THE CONTRACT IS CHANGED AS FOLLOWS:

Provide labor and material as necessary to complete the work noted on page #2.

The original Contract Sum was	\$	2,949,700.00
Net change by previously authorized Change Orders	\$	115,792.00
The Contract Sum prior to this Change Order was	\$	3,065,492.00
The Contract Sum will be increased by this Change Order in the amount of	\$	54,182.00
The new Contract Sum including this Change Order will be	\$	3,119,674.00

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

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

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

Wenck Construction and Remediation, Inc. d/b/a/ Bossardt Corporation

Armstrong, Torseth, Skold and Rydeen Inc.

CONSTRUCTION MANAGER (Firm name)
7500 Olson Memorial Hwy, Suite 300, Golden Valley, MN
55427

ARCHITECT (Firm name)
8501 Golden Valley Road, Suite 300, Minneapolis, Minnesota
55438

ADDRESS

ADDRESS

BY (Signature)

(Typed name) **DATE:** 2-2-17

BY (Signature)

(Typed name) **DATE:** 2/7/17

Morcon Construction Co., Inc.
CONTRACTOR (Firm name)
5151 Industrial Blvd. NE, Fridley MN 55421
ADDRESS

Independent School District #191
OWNER (Firm name)
200 West Burnsville Parkway, Burnsville, Minnesota 55337,
ADDRESS

BY (Signature)

(Typed name) **DATE:** 2-2-17

BY (Signature)

(Typed name) **DATE:**

RECEIVED

FEB - 6 2017

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User Notes:

(1182355303)

Subcontract Change Order

Detailed, Grouped by Each Number

William Bryne-Rahn Metcalf

Project # 30150402

Tel: Fax:

Date: 1/19/2017

To Subcontractor/Vendor:

Morcon Construction Co., Inc.
5151 Industrial Blvd NE
Fridley, MN 55421

Architect's Project No:

Contract Date:

Contract Number: 0610

Change Order Number: 011

The Contract is hereby revised by the following items:

Morcon - Final Change Order

PCO	Item #	Description	Amount
COR#045	001	MC - Byrne - Replace rotted out railing	4,605
COR#046	001	MC - Rahn - Add ACT ceilings per punchlist	542
COR#047	001	MC - Metcalf - Demo existing floor in B149B & provide new	4,667
COR#048	001	MC - Rahn - Excavate, new footing, foundation & new stoop @ Entry	17,882
COR#049	001	MC - Metcalf - Provide new soils for corrections at new entry due to heavy rains	7,526
COR#050	001	MC - Rahn - Additional Work at Stoop included temp wall at removed storefront	18,960

The original Contract Value was.....	2,949,700
Sum of changes by prior Subcontract Change Orders.....	115,792
The Contract Value prior to this Subcontract Change Order was.....	3,065,492
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	54,182
The new Contract Value including this Subcontract Change Order will be.....	3,119,674
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Subcontract Change Order is.....	

CONTRACTOR

Address

BY

SIGNATURE

DATE

Morcon Construction Co., Inc.

SUBCONTRACTOR/VENDOR

5151 Industrial Blvd NE
Fridley, MN 55421

Address

BY

SIGNATURE

DATE

Metcalfe/Byrne/Rahn Budget Report with Change Orders

Information	Company	Wenck Estimates	Awarded Bid	Change Orders To Date	Percent of Change	Numer of Change Orders	Contract Amount With Change Orders	Percent of paid to Date
Bid Metcalf,Rahn,Byrne								
Contract #2600 Electrical/Communication/Security/Sound	A.J. Moore Electric, Inc.	\$524,800.00	\$602,000.00	\$12,576.00	2.09%	6	\$614,576.00	94.75%
Contract #2300 Mechanical	Norther Air Corporation	\$911,550.00	\$790,900.00	\$29,812.00	3.77%	4	\$820,712.00	95.00%
Contract #0610 General Construction	Morcon Construction	\$3,075,056.00	\$2,949,700.00	\$169,974.00	5.76%	11	\$3,119,674.00	91.94%
		<u>\$4,511,406.00</u>	<u>\$4,342,600.00</u>	<u>\$212,362.00</u>			<u>\$4,554,962.00</u>	
	Grand Totals	<u>\$4,511,406.00</u>	<u>\$4,342,600.00</u>	<u>\$212,362.00</u>	4.89%		<u>\$4,554,962.00</u>	
				REVIEW AND COMMENT CONSTRUCTION BUDGET WITH ALTERNATIVE FACILITIES FUNDING			<u>\$4,032,129.00</u>	

06



**Agenda III.A.
March 9, 2017**

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

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

Date: March 9, 2017

Re: Award the bid for the 2017 Partial Roof Rehabilitation at Nicollet Middle School

RECOMMENDATION: That the Board of Education award the base bid in the amount of \$103,820.00 for the 2017 Partial Roof Rehabilitation at Nicollet Middle School to Central Roofing Company.

On Wednesday, March 1, 2017 seven sealed bids were received and opened for the Partial Roof Rehabilitation at Nicollet Middle School. The apparent low bidder (Central Roofing Company) with their bid amount of \$103,820.00 is within the budgeted amount for this project.

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

March 1, 2017

Glenn Simon
Director of Operations & Transportation
Independent School District 191
Diamondhead Education Center
200 West Burnsville Parkway
Burnsville, MN 55337

Re: 2017 Partial Roof Rehabilitation at Nicollet Middle School for Independent School District 191

Dear Mr. Simon:

We have reviewed and evaluated the bids received for the above referenced project. Central Roofing Company submitted the low qualified Base Bid in amount of \$103,820.00.

Following the bid opening, we discussed the bid results with Mr. Lloyd Carr of Central Roofing Company and he indicated they have reviewed their bid proposal and would be pleased to complete the work for their submitted total contract amount of \$103,820.00 which is within the District's budget for this year's Roof Rehabilitation construction.

ZMD's staff has reviewed references and has past work history with Central Roofing Company and it is our opinion they can perform the work as specified. We would like this letter to serve as ZMD's formal letter of recommendation for Central Roofing Company to perform the Partial Roof Rehabilitation for Independent School District 191 this year at Nicollet Middle School.

Sincerely,

ZMD Engineered Solutions



Tom R. Kaiser, RRO (H. Arends)
Sr. Project Manager

CC: Mr. Lloyd Carr, Central Roofing Company



**Agenda III.B.
March 9, 2017**

To: Board of Education
Dr. Joe Gothard, Superintendent

From: Jeff Pope, AVID coordinator and Renee Brandner, principal at Nicollet Middle School

Date: March 3, 2017

Re: Receive a report on AVID (Advancement Via Individual Determination)

Receive a report from Jeff Pope, AVID coordinator, and Renee Brander, principal at Nicollet Middle School on AVID (Advancement Via Individual Determination).



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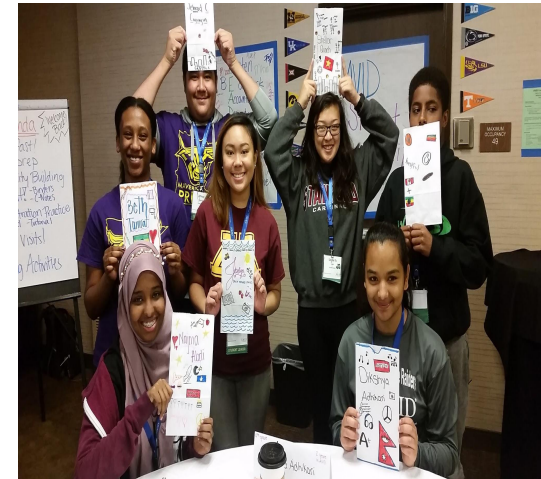


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AVID Board Presentation

Jeff Pope, Renee Brandner, Najma
Abdi, Tam Nguyen, and Dalton Passon

March 9, 2017



Future Ready. Community Strong.

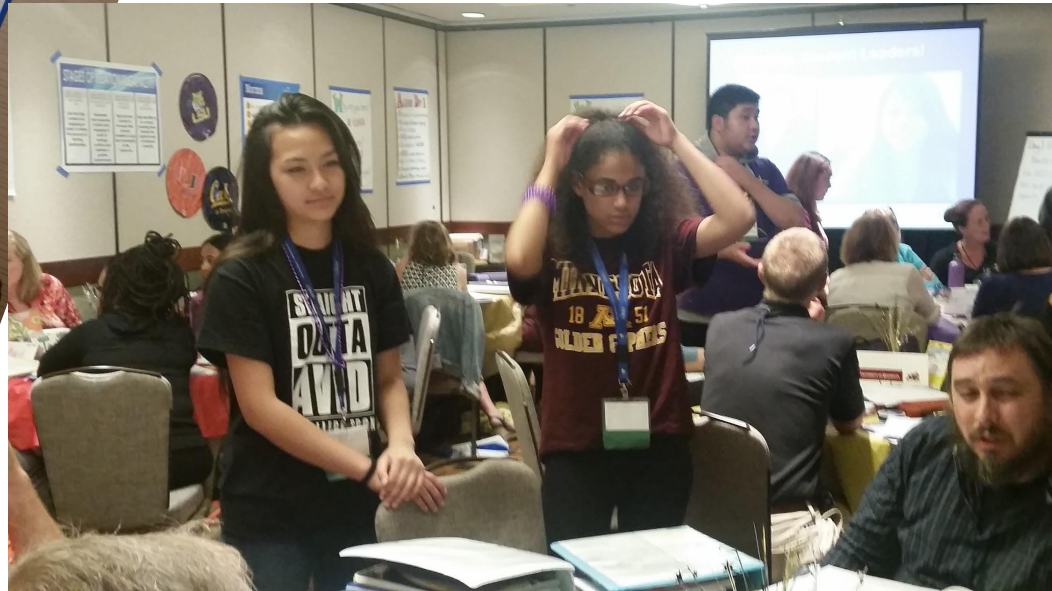
Achievement Via Individual Determination (AVID)

- Strategic framework & direction #1
- College Career Ready (CCR)
- Established AVID College Readiness System (ACRS) grades 6-12.



Why AVID?

- One student's success story....



Our students at Summer Institute 2016!

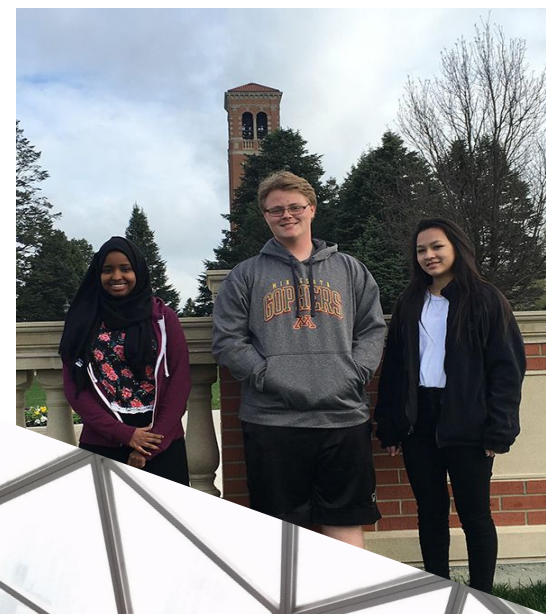
20 out of 70 students were selected regionally. 3500+ attendees!

88

Najma Abdi

Dalton Passon

Tam Nguyen



What was our experience?

69



National Conference Panel: Rare Company!

Principal Dr. Renee Brandner

- [National Conference](#) panel - December 8-10, 2016
- 2 out of 40 MN AVID School Districts
- One of two MN principals

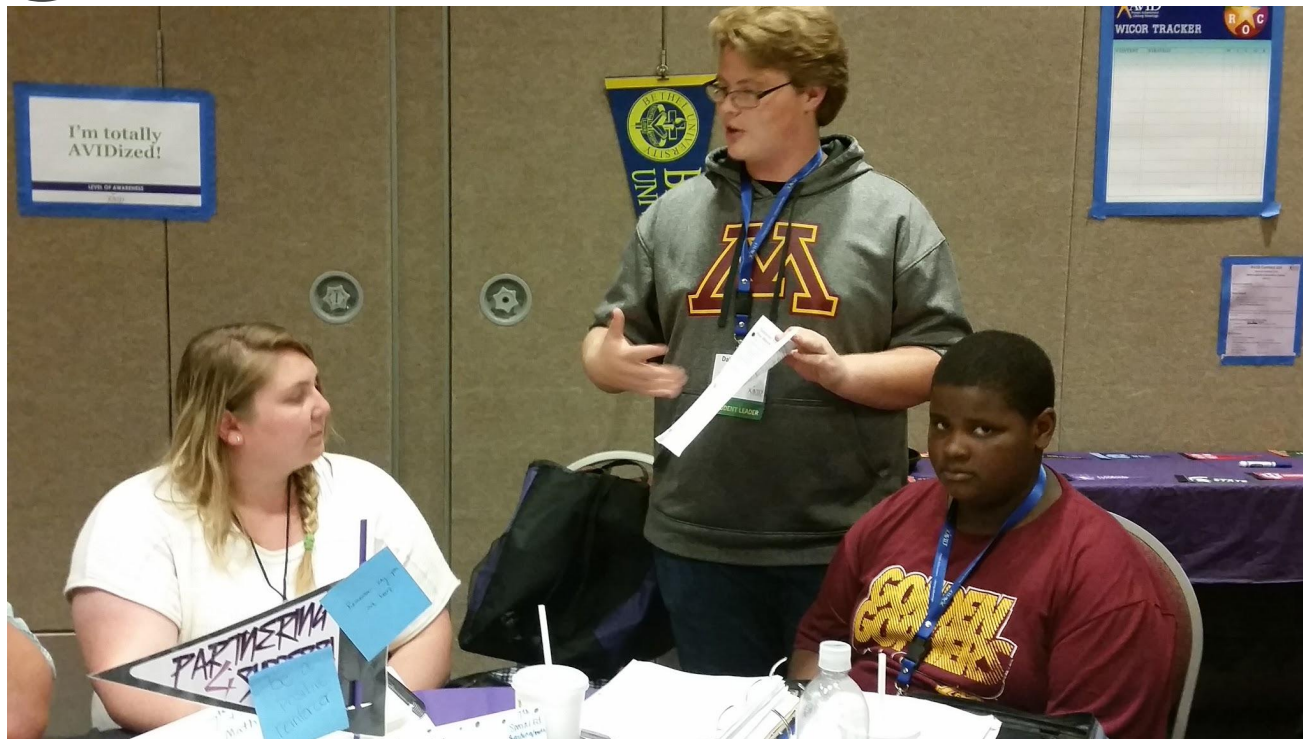


Thank you!



Q&A

Questions?





To: Members, Board of Education

March 09, 2017

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

Date: March 02, 2017

Re: Approve FY17 Achievement and Integration Revenue Budget

RECOMMENDATION: That the Board of Education approve FY 18 Achievement and Integration Revenue Budget plan. The FY18 representing revenues and expenditure of each \$1,911,171.78.

The FY 2017-2018 budget for Achievement and Integration is built around the 2017-2020 Achievement and Integration Plan. No longer do we have Racially Isolated Identified schools within our school district. Resources from the Achievement and Integration budget will continue to serve our schools district wide as student needs determine.

Attached you will find the Line Item Budget Summary and Budget Narrative, along with narratives for the connections to the Achievement and Integration Plan goals and activities.

We must stay within the guidelines of no less than 80% of Direct Services to Students, No more than 10% Administrative/Indirect, and no more than 20% Professional Development.

Achievement and Integration is not allowed to carry over funds from one year to another, provided we spend within the guidelines of the planned budget, we are reimbursed for the lesser of that which is spent or approved in the budget on an annual basis.

The application must be submitted by March 15, 2017. Minnesota Department of Education will review the application and provide us notice of their approval later this spring.

Achievement and Integration Revenue FY 2018 Budget Workbook

This workbook includes information to help districts develop their annual AI budget. Please continue to refer to the *Achievement Integration Budget Requirements* on MDE's AI webpage for additional, detailed budget requirements.

The *Expenditure Summary* page helps track the required budget ratios and total expenditures. Do not delete pages from this workbook. Doing so will disable the formulas on the expenditure summary page.

- The first step for budget development is district program and fiscal staff to work together, bringing their respective knowledge of the district's AI plan and of school finance practices.

- **Admin costs include postage, dues, memberships, printing charges, FTE for support staff and administrators that do not provide direct instruction or supervision of students in AI activities.**

- Proposed expenditures that align with budget requirements will be approved only for programs and activities included in a district's MDE-approved AI plan.

- **All expenditures for a district's racially identifiable school (RIS) must be included in the RIS section of this budget.**

- These budget worksheets are organized around the 80/20/10% budget ratios explained in the *AI Budget Requirements* and included in AI legislation.

- Include a **budget narrative** for each line item in the space provided to document the connection between activities in your district's MDE-approved AI plan and proposed expenditures. Do not copy your plan description into the budget. Instead, identify by name and number the intervention in your plan which the expenditure supports. Budget narratives are meant to provide expenditure detail not included in your AI plan.

- Add lines to a worksheet by inserting rows **before** the row preceding a revenue total line. This last row is linked to a formula for your Expenditure Summary page. If you insert rows after this one, your Expenditure Summary detail will be inaccurate.

- Find your district's aid entitlement estimate for AI revenue in the Minnesota Funding Reports (MFR) section of the MDE website. Steps for viewing that report are listed on the MDE AI webpage.

- **List FIN 313 (initial revenue) and FIN 318 (incentive revenue) expenditures on separate tabs provided for each.**

- Because AI revenue is a 70/30 percent levy/aid appropriation, superintendent and board chair signatures are required on the budget coversheet.

- Payments to integration collaboratives should be listed as line items in the corresponding Direct Student Services, PD, or Admin tabs.

- **The budget narratives for proposed salary expenditures should include the following: percentage FTE, name of position, and the name and number of the intervention included in the district's AI plan that the position is part of.**

- Only fringe benefits for positions that are part of the same intervention may be bundled by OBJ code. For example, if three staff are providing instruction for an AI summer program, benefits for their hours working on that program may be listed in the same line item.

- Resubmit this workbook listing proposed and actual FY 2018 expenditures by December 1, 2018. Remember, expenditure changes over \$3,000 per line item or 10% of total expenditures must be approved by MDE prior to April 1, 2018.

▪ Address general questions on budget submission to the Office of Equity and Innovation at mde.integration@state.mn.us or by calling 651-582-8462.

FINAL STEPS

1) Return proposed budget by March 15, 2017 to mde.integration@state.mn.us.

2) Electronic submission is required.

3) Submit your district's budget as an excel file. No PDF's please.

4) Please submit your budget using the file name *FY18 [District Name] AI budget*.

I thank you for your work on this budget!

Use the worksheets provided here to list your district's proposed expenditures of FY 2018 Achievement Integration (AI) revenue.

District Name: Burnsville Public Schools
District ISD Number: 191
Superintendent: Joe Gothard
Collaborative: Burnsville/Lakeville

Fiscal and program staff should work together to complete this budget. Please list those staff members below. Both will be contacted if changes or more detail is needed for the budget to be approved.

Program Staff: Stacie Stanley **Fiscal Staff:** Lisa Rider
Phone: 952.707.2008 **Phone:** 952.707.2050
E-mail: sstanley@isd191.org **Email:** lrider@isd191.org

If you have been notified by MDE that your district has one or more *Racially Identifiable Schools*, please list those schools here:dkfasodifaisdfaoisdfoisdf

Total Initial Revenue expenditures (FIN 313 expenditures)	\$ 1,885,481.64
Total Incentive Revenue expenditures (FIN 318 expenditures)	\$ 97,274.80
TOTAL AI REVENUE	\$ 1,982,756.44

CERTIFICATION STATEMENT

We certify that the budget information submitted for our school district to the Minnesota Department of Education (MDE) is an accurate and complete representation of the fiscal year 2018 Achievement & Integration budget as approved by the school board.

Board Approval Date _____

School Board Chair _____

Date _____

Superintendent _____

Date _____

Approved Initial Revenue: _____ **Approved Incentive Revenue:** _____

MDE Approval: _____ **Date:** _____

District Number: **191**

District Name:

Burnsville Public Schools

Proposed Budget			Actual Expenditures		
		Proposed Budget Ratios			Actual Budget Ratios
Direct Services to Students must equal at least 80% of total revenue	\$1,596,553.61	83.54%	DSS At least 80% of total expenditures	\$0.00	#DIV/0!
Professional Development may equal no more than 20% of total revenue	\$123,500.99	6.46%	Professional Development No more than 20% of total expenditures	\$0.00	#DIV/0!
Administrative/Indirect may equal no more than 10% of total revenue	\$191,117.18	10.00%	Admin/Indirect No more than 10% of total expenditures	\$0.00	#DIV/0!
Total Proposed Revenue:	\$1,911,171.78		Total Revenue Expended	\$0.00	

Total Amount Proposed FIN 313	\$1,885,481.64
Total Amount Proposed FIN 318	\$25,690.14

Notes or Comments :



FY 2018 Achievement and Integration Budget

District Number: 191

District Name: Burnsville Public Schools

80% Direct Services to Students

On this worksheet please list proposed **FIN 318** expenditures for Direct Student Services. At least 80% of a district's proposed expenditures must be used for programs included in the district's MDE-approved AI plan which provide direct services to students. Read AI Budget Requirements on the MDE website for details.

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Budget Narrative: a crosswalk between your AI budget and your AI plan
	ORG	PROG	FIN	OBJ			
Provide a short description of the expenditure.					List the total amount budgeted for this line item.	Resubmit form with actual FY18 expenditures by 12/1/18.	By name and number, clearly identify the activity in your plan that each expenditure supports. Provide a brief description of how these funds will be used to support that activity. This narrative should be different from the program description in your plan. Do not copy and paste your plan here.
Summer Enrichment Program	005	610	318	369	\$9,000.00		1.1, 1.2, 2.1, 2.2, 3.1, 4.2 registration fees for protected class and economically diverse students to attend summer GTI programming
Early Childhood Programming	005	610	318	185	\$6,765.20		1.1, 1.2, 1.3; provide summer early childhood experiences that focus on literacy and numeracy skills
Ready for Kindergarten FICA/TRA	005	610	318	2xx	\$924.94		1.1, 1.2, 1.3; provide summer early childhood experiences that focus on literacy and numeracy skills (FICA/TRA)
Early Childhood Programming	005	610	318	186	\$2,605.30		1.1, 1.2, 1.3; provide summer early childhood experiences that focus on literacy and numeracy skills (FICA/TRA)
Ready for Kindergarten FICA/TRA	005	610	318	2xx	\$394.71		1.1, 1.2, 1.3; provide summer early childhood experiences that focus on literacy and numeracy skills (FICA/TRA)
Summer AVID Bridge	005	610	318	185	\$5,210.59		3.1,3.2,3.3; 4.1,4.2,4.3 summer bridge programming focused on grade level algebra & science skills
Summer AVID Bridge (FICA)	005	610	318	2xx	\$789.40		3.1,3.2,3.3; 4.1,4.2,4.3 summer bridge programming focused on grade level algebra & science skills
			318				
FIN 318 TOTAL					\$25,690.14	\$0.00	

Notes or Comments:



FY 2018 Achievement and Integration Budget

District Number: 191

District Name: Burnsville Public Schools

20% Professional Development

On this worksheet please list proposed **FIN 313** expenditures for professional development. No more than 20% of a district's proposed expenditures may be used for PD costs that are part of a district's MDE-approved plan. Read the AI Budget Requirements on the MDE website for details.

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Budget Narrative
	ORG	PROG	FIN	OBJ			
Provide a short description of the expenditure.					List the total amount budgeted for this line item.	Resubmit form with actual FY18 expenditures by 12/1/18.	By name and number, clearly identify the activity in your plan that each expenditure supports. Provide a brief description of how these funds will be used to support that activity. This narrative should be different from the program description in your plan. Do not copy and paste your plan here.
AVID PD	005	610	313	366	\$52,000.00		3.1,3.2,3.3; 4.1,4.2,4.3; training for principals and teachers
AVID PD	005	610	313	311	\$10,000.00		3.1,3.2,3.3; 4.1,4.2,4.3; AVID critical reading training for teachers
culturally proficient school systems training consultant	005	610	313	305	\$25,000.00		1.3; 2.1,2.3;3.1,3.3; 4.1,4.2,4.3 train the trainer program for teacher and principals to build intra-district sustainability
PD materials (inventories, books and copies)	005	610	313	401	\$13,500.00		1.3; 2.1,2.3;3.1,3.3; 4.1,4.2,4.3 train the trainer program for teacher and principals to build intra-district sustainability
Culturally Proficient School Systems teacher-licensed	005	610	313	185	\$21,631.78		1.3; 2.1,2.3;3.1,3.3; 4.1,4.2,4.3 train the trainer program for teacher to build intra-district sustainability
fringe	005	610	313	2xx	\$1,369.21		1.3; 2.1,2.3;3.1,3.3; 4.1,4.2,4.3 train the trainer program for teacher to build intra-district sustainability
			313				
TOTAL					\$123,500.99	\$0.00	

Notes or Comments :



FY 2018 Achievement and Integration Budget

District Number:

District Name:

20% Professional Development

On this worksheet list proposed **FIN 318** expenditures for professional development. No more than 20% of a district's proposed expenditures may be used for PD costs that are part of a district's MDE-approved plan. Read the AI Budget Requirements on the MDE website for details.

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Budget Narrative
	ORG	PROG	FIN	OBJ			
Provide a short description of the expenditure.					List the total amount budgeted for this line item.	Resubmit form with actual FY18 expenditures by 12/1/18.	By name or number, identify the activity in your plan that each expenditure supports. Provide a brief description of how these funds will be used to support that activity. This narrative should be different from the program description in your plan.
			318			\$0.00	
			318				
			318				
			318				
TOTAL					\$0.00	\$0.00	

Notes or Comments :

District Number: 191

District Name: Burnsville Public Schools

10% Admin/Indirect Costs

On this worksheet please list proposed Administrative/Indirect **FIN 313** expenditures. No more than 10% of total revenue may be spent on PD costs that are part of a district's MDE-approved plan. Read the AI Budget Requirements on the MDE website for details.

Line Item Description	UFARS Code Required				Budgeted Amount	Actual Expenditures	Budget Narrative
	ORG	PROG	FIN	OBJ			
Provide a short description of the expenditure.					List the total amount budgeted for this line item.	Resubmit form with actual FY18 expenditures by 12/1/18.	By name or number, identify the activity in your plan that each expenditure supports. Provide a brief description of how these funds will be used to support that activity. This narrative should be different from the program description in your AI plan.
The Director of Systems Improvement & Student Achievement will oversee the intentional and systemic work to establish a K-12 coherent approach to the delivery of culturally responsive curriculum & instruction efforts, American Ind Education Grant, Culturally Proficient leadership efforts, student support services (AVID, social workers, cultural liaisons and family outreach programming).	005	610	313	110	\$95,060.60		1.1, 1.2., 1.3; 2.1, 2.2, 2.3; 3.1, 3.2, 3.3; 4.1, 4.2, 4.3 Oversight of all program efforts. .64FTE
fringe	005	610	313	2xx	\$17,945.55		1.1, 1.2., 1.3; 2.1, 2.2, 2.3; 3.1, 3.2, 3.3; 4.1, 4.2, 4.3 Oversight of all program efforts. .64 FTE
AVID Coordinators	005	610	313	143	\$55,778.08		3.1, 3.2, 3.3 providing training and oversight for school AVID programming
fringe	005	610	313	2xx	\$22,332.95		3.1, 3.2, 3.3 providing training and oversight for school AVID programming
			313				
Total					\$191,117.18	\$0.00	

Notes or Comments :

District Number: 191

District Name: Burnsville Public Schools

10% Admin/Indirect Costs

On this worksheet please list proposed **FIN 318** Administrative/Indirect expenditures for your FY17 budget. No more than 10% of the budget may be spent on Admin/Indirect costs included in a district's MDE-approved plan. Read the AI Budget Requirements on the MDE website for more details.

Line Item Description	UFARS Code Required				Budgeted Amount	Actual Expenditures	Budget Narrative
	ORG	PROG	FIN	OBJ			
Provide a short description of the expenditure.			318		List the total amount budgeted for this line item.	Resubmit form with actual FY18 expenditures by 12/1/18.	By name or number, identify the activity in your plan that each expenditure supports. Provide a brief description of how these funds will be used to support that activity. This narrative should be different from the program description in your AI plan.
			318				
			318				
			318				
			318				
Total					\$0.00	\$0.00	

Notes or Comments:



FY 2018 Achievement and Integration Budget

District Number: 191

District Name: Burnsville Public Schools

80% Direct Services to Students

On this worksheet please list proposed **FIN 313** expenditures for Direct Student Services for your district's Racially Identifiable School(s). At least 80% of a district's proposed expenditures must be used for programs included in the district's MDE-approved AI plan which provide direct services to students. Read the AI Budget Requirements on the MDE website for details.

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Budget Narrative: a crosswalk between your AI budget and your AI plan
	ORG	PROG	FIN	OBJ			
Provide a short description of the expenditure.			313		List the total amount budgeted for this line item.	Resubmit form with actual FY18 expenditures by 12/1/18.	By name or number, identify the activity in your plan that each expenditure supports. Provide a brief description of how these funds will be used to support that activity. This narrative should be different from the program description in your plan.
			313			\$0.00	
			313				
			313				
			313				
			313				
			313				
FIN 313 TOTAL					\$0.00	\$0.00	

Notes or Comments :



FY 2018 Achievement and Integration Budget

District Number: 191

District Name: Burnsville Public Schools

80% Direct Services to Students
 On this worksheet please list proposed **FIN 318** expenditures for Direct Student Services for your district's Racially Identifiable School(s). At least 80% of a district's proposed expenditures must be used for programs included in the district's MDE-approved AI plan which provide direct services to students. Read the AI Budget Requirements on the MDE website for details.

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Budget Narrative: a crosswalk between your AI budget and your AI plan
	ORG	PROG	FIN	OBJ			
Provide a short description of the expenditure.			318				By name or number, identify the activity in your plan that each expenditure supports. Provide a brief description of how these funds will be used to support that activity. This narrative should be different from the program description in your plan.
			318			\$0.00	
			318				
			318				
			318				
FIN 318 TOTAL					\$0.00	\$0.00	

Notes or Comments :



FY 2018 Achievement and Integration Budget

District Number:

District Name:

20% Professional Development

On this worksheet please list proposed **FIN 313** expenditures for professional development for your district's Racially Identifiable School(s). No more than 20% of a district's proposed expenditures may be used for PD costs that are part of a district's MDE-approved plan. Read the AI Budget Requirements on the MDE website for details.

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Budget Narrative
	ORG	PROG	FIN	OBJ			
Provide a short description of the expenditure.			313		List the total amount budgeted for this line item.	Resubmit form with actual FY18 expenditures by 12/1/18.	By name or number, identify the activity in your plan that each expenditure supports. Provide a brief description of how these funds will be used to support that activity. This narrative should be different from the program description in your plan.
			313			\$0.00	
			313				
			313				
			313				
			313				
			313				
TOTAL					\$0.00	\$0.00	

Notes or Comments:



FY 2018 Achievement and Integration Budget

District Number: 191

District Name: Burnsville Public Schools

20% Professional Development

On this worksheet please list proposed **FIN 318** expenditures for professional development for your district's Racially Identifiable School(s). No more than 20% of a district's proposed expenditures may be used for PD costs that are part of a district's MDE-approved plan. Read the AI Budget Requirements on the MDE website for details.

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Budget Narrative
	ORG	PROG	FIN	OBJ			
Provide a short description of the expenditure.			318		List the total amount budgeted for this line item.	Resubmit form with actual FY18 expenditures by 12/1/18.	By name or number, identify the activity in your plan that each expenditure supports. Provide a brief description of how these funds will be used to support that activity. This narrative should be different from the program description in your plan.
			318		\$0.00	\$0.00	
			318				
			318		\$0.00		
TOTAL					\$0.00	\$0.00	

Notes or Comments:

District Number: 191

District Name: Burnsville Public Schools

10% Admin/Indirect Costs

On this worksheet please list proposed Administrative/Indirect **FIN 313** expenditures for your district's Racially Identifiable School(s). No more than 10% of total revenue may be spent on PD costs that are part of a district's MDE-approved plan. Read the AI Budget Requirements on the MDE website for details.

Line Item Description	UFARS Code Required				Budgeted Amount	Actual Expenditures	Budget Narrative
	ORG	PROG	FIN	OBJ			
Provide a short description of the expenditure.			313		List the total amount budgeted for this line item.	Resubmit form with actual FY18 expenditures by 12/1/18.	By name or number, identify the activity in your plan that each expenditure supports. Provide a brief description of how these funds will be used to support that activity. This narrative should be different from the program description in your AI plan.
			313				
			313				
			313				
Total					\$0.00	\$0.00	

Notes or Comments :

District Number: 191

District Name: Burnsville Public Schools

10% Admin/Indirect Costs

On this worksheet please list proposed **FIN 318** Administrative/Indirect expenditures for your district's Racially Identifiable School(s). No more than 10% of the budget may be spent on Admin/Indirect costs included in a district's MDE-approved plan. Read the AI Budget Requirements on the MDE website for details.

Line Item Description	UFARS Code Required				Budgeted Amount	Actual Expenditures	Budget Narrative
	ORG	PROG	FIN	OBJ			
Provide a short description of the expenditure.			318		List the total amount budgeted for this line item.	Resubmit form with actual FY18 expenditures by 12/1/18.	By name or number, identify the activity in your plan that each expenditure supports. Provide a brief description of how these funds will be used to support that activity. This narrative should be different from the program description in your AI plan.
			318				
			318				
Total					\$0.00	\$0.00	

Notes or Comments:



**Agenda III.D.
March 9, 2017**

To: Board of Education
Dr. Joe Gothard, Superintendent

From: Tom Umhoefer, Director of Community Education

Date: March 3, 2017

Re: Receive a Report on Project Kids, the EDGE, and PALS

Receive a report from Tom Umhoefer, Director of Community Education on Project Kids, the EDGE, and PALS

.



ONE91
Burnsville · Eagan · Savage



121

PALS

(Partners Achieving Learning Success)

Elementary Targeted Services Program

Future Ready. Community Strong.

Qualifying for PALS

State Legislated Indicators of Need

- performs substantially below the performance level for pupils of the same age in a locally determined achievement test;
- is a victim of physical or sexual abuse;
- has experienced mental health problems;
- is at least one year behind in satisfactorily completing coursework or obtaining credits for graduation;
- has experienced homelessness sometime within six months before requesting a transfer to an eligible program;
- is pregnant or is a parent;
- speaks English as a second language or has limited English proficiency (ELL);
- has been assessed as chemically dependent according to sections 121.40 to 121A.56;
- has withdrawn from school or has been chronically truant;
- has been referred by a school district for enrollment in an eligible program or a program pursuant to section 124.69 (out of district referrals).

PALS Model

- November-April
 - 10 Elementary Schools
 - 3 Days a week
 - 1.5 hours/day 3:55-5:25pm
-
- 1 site leader for each school
 - licensed teachers
 - Educational Assistants



Partnerships

- Project Kids
- High school Volunteers
- ABE- Educational Certification class
- Wilderness Inquiry

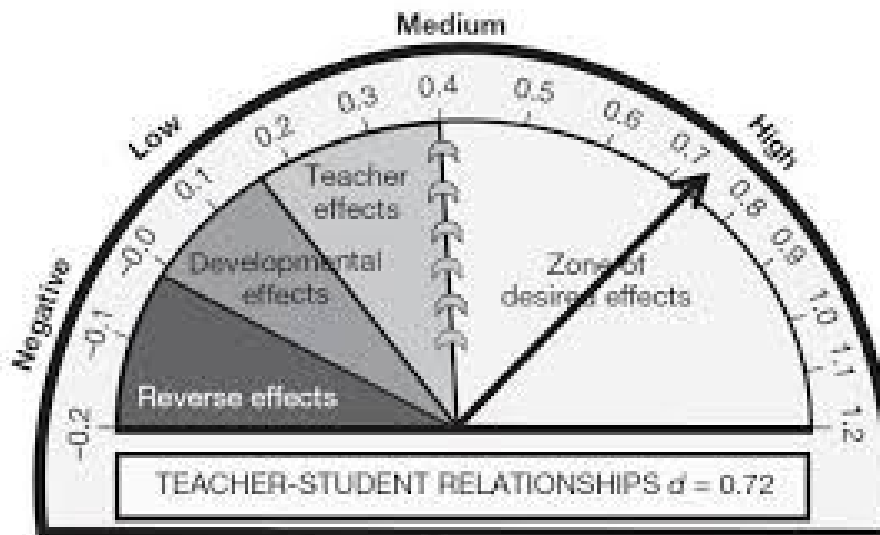


Importance of teacher-student relationships

Dr. John Hattie's Research

(15 years of research, millions of students, over 150 effects on learning)

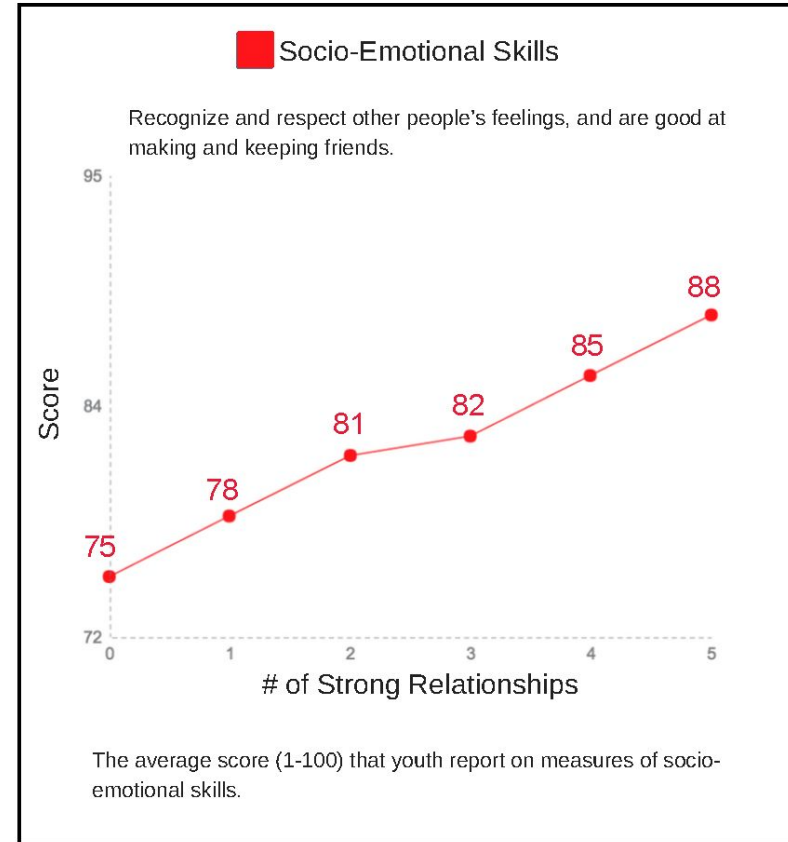
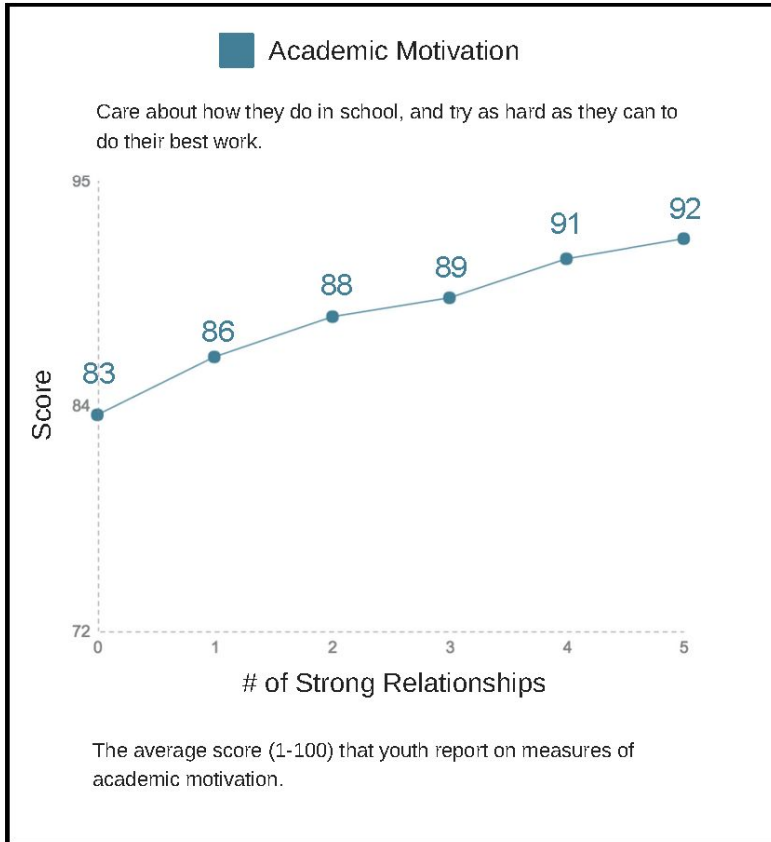
- the Student teacher relationship can shape the way a student looks at school each day
- We have created an environment where teachers and students can have fun and build strong relationships beyond the school day



Source: Hattie, J. (2009). Visible Learning: A Synthesis of Over 800 Meta-Analyses On Achievement. Routledge.

Relationships continued

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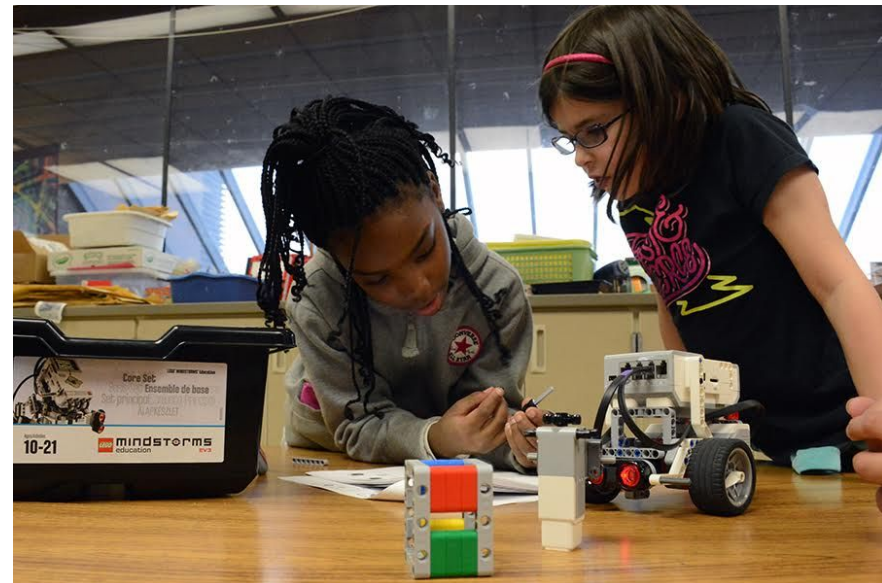
Roehlkepartain, E. C., Pekel, K., Syvertsen, A. K., Sethi, J., Sullivan, T. K., & Scales, P. C. (2017). Relationships First: Creating Connections that Help Young People Thrive. Minneapolis, MN: Search Institute.

What are we teaching?

Enrichment focus with an emphasis on building relationships

Technology

- **Minecraft** (Using I-pads to build scenes from the stories being read)
- **Math and reading lessons on the computer**
 - TenMarks, Front Row, myON Reader
- **Robotics**
 - **LEGO Mindstorms**



What are we teaching?

Strategy games to support number sense and strategic thinking.

- Quarto, Goblet, Chess, Cribbage

Piano Lessons

Outdoor education

- Pat Mosey
- Wilderness Inquiry

Cooking



PALS Students

- PALS student
- Continual Learning Plan



Overcoming Challenges

New Structure

Flexibility

Creative Solutions



Looking ahead

Collaborations continue...

- Wilderness Inquiry
- Internal staff expertise
- YMCA
- City of Burnsville
- The GARAGE
- Alignment with PALS and the Middle Schools