



**Future Ready. Community Strong.**

## **Regular Meeting Agenda**

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

May 10, 2018

6:30 PM

5:30 PM John Coskran Volunteer Award Reception

5:45 PM Board Listening Session with Chair Jim Schmid and Director DeeDee Currier

- I. Call to Order
  - A. Welcome Public
  - B. Pledge of Allegiance
- II. Approval of Agenda
- III. Information
  - A. Future Ready. Community Strong.
    - 1. John Coskran Volunteer Awards
    - 2. Foundation 191 Grant Recipients 2018-19
  - B. Reports
    - 1. Student Representative 3
    - 2. Superintendent 4
    - 3. Board Members 5
- IV. Business Meeting
  - A. 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 Minutes 6
    - 2. Approve Personnel Recommendation 10
    - 3. Adopt a Resolution to Accept Donations 11
    - 4. Receive a Report on Listening Session 13
    - 5. Approve, on a Second Reading Basis, Changes to Policies 520: *Student Surveys*; 523: *Policies Incorporated by Reference*, and 529: *Staff Notification of Violent Behavior by Students* 14
- V. New Business
  - A. Approve Copier Lease and Printer Maintenance Four Year Agreement with Advanced Imaging Solutions (AIS) 28

Presenter: Lisa Rider. Executive Director of Business Services

VI. Adjourn to a Closed Session, as Permitted by M.S. 13D.03, for Negotiation Strategies



**Agenda III.B.1.  
May 10, 2018**

**To:** Board of Education, Members  
Cindy Amoroso, Superintendent

**From:** Luke Haddorff, Student Representative

**Date:** May 4, 2018

**Re:** Student Representative Report

Receive the Student Representative Report from Student Representative Luke Haddorff.



**Agenda III.B.2.  
May 10, 2018**

**To:** Board of Education, Members  
**From:** Cindy Amoroso Superintendent  
**Date:** May 4, 2018  
**Re:** Superintendent Report

Receive the Superintendent Report from Cindy Amoroso, Superintendent.



**Agenda III.B.3.  
May 10, 2018**

**To:** Board of Education, Members  
Cindy Amoroso, Superintendent

**From:** Jim Schmid, Board Chair

**Date:** May 4, 2018

**Re:** Board Member Reports

Receive reports from Board Members.

School Board Minutes  
 INDEPENDENT SCHOOL DISTRICT 191  
 April 26, 2018

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

Call to Order

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

Attendance

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

Pledge of Allegiance

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

Agenda

Future Ready. Community Strong. Received a report from the Nicollet Breakfast Club Peer Leadership Group.

Future Ready.  
 Community Strong.  
 Information

Received verbal reports from VandenBoom on behalf of Technology Committee; Alt on behalf of Policy Review Committee and Luth on behalf of Student Performance and Achievement Committee and Negotiating Committee. Currier reported on 917 and BHS Hall of Fame. Alt reported on TIES.

Moved by Schatz, seconded by VandenBoom, to approve the consent agenda:

Consent Agenda

-Approve minutes of the regular board meeting and closed session on April 12, 2018.

Minutes

-Approve personnel recommendations for A. Haberlack, L. Storhaug, G. Paek, S. Jorgenson, W. Hirschey, C. Orlenko, T. Nelson, S. Elsagher, A. Danner, J. Koppel, A. Lutz, E. Weilandgruber, D. Taylor, D. Willson, E. Mortinson, D. Hartman, C. Larkin, E. Husen, D. Hartman, A. Mulder, E. Ammerman, B. Ostoff, J. Gauthier, M. Macias, and A. Schram.

Personnel Recommendations

-Adopt a resolution to approve and accept donations.

Donations

-Approve February payroll checks numbered 718964-718981 and direct deposit notices numbered 672810-675961 in the net amount of \$4,075,345.16. February & March claims to date represented by checks numbered 457558-458058, 1019422-1019625, and 102153-102156 and wire transfers and adjustments totaling \$7,722,248.64. Also, that the Board accepts February receipts of \$11,440,993.68 and investments for the General Fund & 2015A School Building Bonds and OPEB of \$46,184,515.82 as of February 28, 2018.

Payroll, deposits,  
 receipts and  
 investments

- Accept the Budget Analysis for the month ending February 28, 2018.

Budget Analysis

-Receive a report on the April 12, 2018 listening session.  
 - Approve, on a second reading basis, Policies 503: *Student Attendance*; 504: *Student Dress and Appearance*; and 524: *Internet Acceptable Use and Safety Policy*.  
 - Approve no changes to Policies 516: *Student Medication*; 527: *Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches*; 510: *School Activities*; and 519: *Interviews of Students by Outside Agencies*.  
 -Approve the extension of the waste and recycling agreement for an additional two years to Dick's Sanitation Inc. (DSI).  
 Motion carried unanimously (7, 0).

Listening Session Policies

Waste/Recycling

Moved by Schatz, seconded by Currier, to approve the FY19 premiums and rates for employee benefits. Motion carried unanimously after discussion (6, 0 all in favor with Luth abstaining).

FY19 Premiums

Moved by VandenBoom, seconded by Alt, to adopt the following resolution: BE IT RESOLVED, by the Board of Education of School District 191, that the teaching contracts of the following long-term substitute teachers be terminated at the close of the 2017 - 2018 school year: C. Dorigan-Slette (ECSE), K. Engelhart (MMS), S. Erbes (ECSE), A. Haberlack (HB), Marlys Johnson (MMS), J. Kamano (WB), Jenifer Kennedy (ECSE), R. Kutz, (VV), A. Lobben (HB), A. Mickelson (HV), N. Mosher (MWS, SO), Tara Nelson (ECSE), K. Oscarson (ECSE), A. Peck (ECSE, BHS), J. Pettes (HV), J. Rossakis (ECSE), D. Schmidt (BHS), T. Sturm (BAHS), and E. Rocznik (BAHS). BE IT FURTHER RESOLVED, that written notice is sent to said teachers regarding termination and nonrenewal of his/her contract as provided by law. Motion carried unanimously (7, 0).

Termination of Teaching contracts for long-term subs

Moved by Schatz, seconded by Luth, to adopt the following resolution: BE IT RESOLVED, by the Board of Education of Independent School District 191 that the portion of teaching contracts of staff in excess of 1.0 and/or contractual rights be terminated at the close of the 2017 – 2018 school year: H Alvery (.2000 FTE), M. Berens (.036 FTE), S. Brady (.0956 FTE), R. Czapar (.0650 FTE), K. Decker (.0650 FTE), J. Glas (.065 FTE), J. Hammer (.0650 FTE), C. Charles Johnson (.0650 FTE), K. Kalina (.065 FTE), S. Kosloski (.2000 FTE), S. Petinelli (.0559 FTE), E. Robb (.2000 FTE), E. Robb (.4000 FTE), V. Robole (.2000 FTE), Jessica Thomas (.0650 FTE), E. Walker (.065 FTE), and J. Weisbond (.0138 FTE). BE IT FURTHER RESOLVED, that written notice is sent to said teachers regarding termination and nonrenewal of his/her contract as provided by law. Motion carried unanimously after discussion (7, 0).

Termination of teaching contracts in excess of 1.0

Moved by VandenBoom, seconded by Currier, to adopt the following resolution: BE IT RESOLVED, by the Board of Education of Independent School District 191, pursuant to Minnesota Statute § 122A.40 that the teaching contracts of the following licensed probationary teachers in

Release of Probationary staff

Independent School District 191 be terminated at the end of the 2017–2018 school year: L. Blackman, VV, 1.00; D. Brandon, HV, .50; S. Buckrey, BHS, .60; A. Craig, WB, 1.00; S. Craig, BHS, 1.00; K. Forster, HB, 1.00; M. Hansen, WB, 1.00; N. Harves, MWS, .30; Hubbard, BHS, .80; M. Huisman, HB, 1.00; J. Jones, BHS, .30; K. Kalina, NMS, 1.00; A. Kaso, MMS, .15; S. Kosloski, BHS, .20; K. Kramer, VV, 1.00; J. Lahr, BHS/ERMS, 1.00; K. Lindula, SO, 1.00; J. Mayasich, MMS, .34; A. Meyer, NMS, .83; A. Mohamed, MMS, 1.00; C. Monson, Rahn, 1.00; C. Novine, Rahn, .50; K. Palesch, ERMS, .17; M. Pleviak, Rahn, 1.00; A. Plueger, MMS, .15; S. Robinette, Rahn, .50; S. Schenkelberg, NMS, 1.00; A. Strano, WB, 1.00; J. Vanthournout, EN, 1.00, A. Wening, ST, .50; D. Wiggins, MMS, 1.00; and S. Winterlin, MWS, 1.00.

Motion carried unanimously after discussion (7, 0).

Moved by Schatz, seconded by Miller, to appoint Director DeeDee Currier a School Board Member of Intermediate School District 917, to represent Independent School District 191, for a term of three years beginning July 1, 2018. Motion carried unanimously (7, 0).

917  
Representative

Moved by Currier, seconded Alt, to approve, on a first reading basis, changes to Policies 520: *Student Surveys*; 523: *Policies Incorporated by Reference*, and 529: *Staff Notification of Violent Behavior by Students*. Motion carried unanimously (7, 0).

Policies

Moved by Schatz, seconded by VandenBoom, to adjourn at 7:34 p.m. to a Board Workshop on budget discussion followed by a closed session, as permitted by M.S. 13D.03, for negotiation strategies

Adjourn tow  
workshop

The workshop began at 7:40 p.m.

Workshop

The purpose of the workshop was budget discussion.

The workshop adjourned at 8:30 p.m.

May 10, 2018

Bob VandenBoom, clerk

Date Approved

Closed Session Minutes  
INDEPENDENT SCHOOL DISTRICT 191  
April 26, 2018

The closed session was called to order by Chair Schmid at 8:33 p.m. at Diamondhead Education Center, 200 West Burnsville Parkway, Burnsville, MN.

Call to Order

Members present: Directors Currier, Schatz, Miller, VandenBoom, Alt, Luth and Chair Schmid.

Attendance

Others in Attendance: C. Amoroso, superintendent; L. Rider, executive director of business services; S. Sovine, executive director of human resources; D. Watkins, assistant superintendent and R. Dunn, communications director.

The meeting was closed, as permitted by Minnesota Statutes 13D.03, to discuss ISD 191's labor negotiation strategies with the Burnsville Education Association.

Purpose

The meeting adjourned at 9:33 p.m.

Adjourn

---

Bob VandenBoom, clerk

May 10, 2018  
Date Approved

May 10, 2018

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

**TO:** Members, Board of Education  
Cynthia Amoroso, Superintendent

**FROM:** Stacey Sovine, Executive Director of Human Resources

**DATE:** May 10, 2018 FINAL

**RE:** Recommended Personnel Changes

CLASSIFICATION	ACTION	POSITION CONTROL	NAME	FINAL	LOCATION	POSITION	EFFECTIVE DATE
Certified	Appointment		Julie Pettes		Hidden Valley Elementary	Teacher Long Term Substitute	4/26/2018-6/8/2018
Certified	Appointment		Dwight Schmidt		Burnsville High School	Teacher Long Term Substitute	4/24/2018-6/8/2018
Certified	Appointment		Annalise Peck	*	ECSE Center	Teacher	8/27/2018
Certified	Appointment		Kyna Engelhart		Metcalf Middle School	Teacher Long Term Substitute	4/27/18-6/8/2018
Certified	Appointment		Kathryn Reagan	*	ECSE Center	Teacher Long Term Substitute	5/7/2018-6/8/2018
Certified	Appointment	Replacement	Jenna Mitchler		Diamondhead Education Center	Director of Curriculum, Instruction, A	7/2/2018
Certified	Appointment	New Position	Kayla Zwicke	*	Harriet Bishop Elementary	Teacher SPED	8/20/2018
Certified	Leave of Absence		Bridgette Andrews		Nicollet Middle School	Teacher	2018/2019 School Year
Certified	Leave of Absence		Keri Peterson		Rahn Elementary School	Teacher	2018/2019 School Year
Certified	Leave of Absence		Elizabeth Weilandgruber		Eagle Ridge Middle School	Teacher	2018/2019 School Year
Certified	Leave of Absence		Mollie Bousu		Burnsville High School	Teacher	6/5/18-6/7/19
Certified	Recall		Susan Buckley	*	Burnsville High School	Teacher	8/27/2018
Certified	Resignation		Korey Kronforst		Eagle Ridge Middle School	Teacher	6/8/2018
Certified	Resignation		Michele Berens		Burnsville High School	Teacher	6/8/2018
Classified	Change of Assignment		Camille DeCarlo	*	Gideon Pond Elementary	Food Service Associate	5/3/2018
Classified	Probationary Release		Anna Lomeli		Hidden Valley Elementary	Food Service Associate	5/4/2018
Classified	Resignation		Chase Ledin	*	Burnsville High School	EA Level IV	6/7/2018
Classified	Resignation		Brenda Hernandez		Hidden Valley Elementary	EA Level III	6/7/2018
Classified	Resignation		Alec Whipple		Diamondhead Education Center	Tech Specialist 2	5/15/2018
Co-Curricular/Coach	Appointment	Replacement	David Peters		Burnsville High School	FTC Robotics Coach	Year Round
Co-Curricular/Coach	Appointment	New Position	Jacob Senta		Burnsville High School	Coach - Asst Boys Lacrosse	Spring Season 2018
Co-Curricular/Coach	Resignation		Jennifer DeShaw		Harriet Bishop Elementary	Volunteer Coordinator	6/7/2018
Co-Curricular/Coach	Resignation		Heather Walberg		Burnsville High School	FTC Robotics Coach	3/3/2018
Co-Curricular/Coach	Resignation		Janne Kivihalm	*	Burnsville High School	Coach - Boys Hockey	5/5/2018



**Agenda IV.A.3.  
May 10, 2018**

**To:** Members, Board of Education  
Cindy Amoroso, Superintendent

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

**Date:** May 4, 2018

**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 May 10, 2018.

---

Bob VandenBoom  
Clerk – Board of Education

<b>Date</b>	<b>Donor</b>	<b>Recipient</b>	<b>Terms</b>	<b>Donation</b>
4/20/2018	Capstone Homes, Inc.	Harriet Bishop Elementary	For Service Day	\$150.00
4/20/2018	Youth Service America	Harriet Bishop Elementary	Service Day Saturday	\$400.00
4/20/2018	Children's Dental Care	Harriet Bishop Elementary	Service Day Saturday	\$35.00

**Total monetary donation received: \$585.00**



**Agenda IV.A.4.  
May 10, 2018**

**To:** Board of Education, Members  
**From:** Cindy Amoroso, Superintendent  
**Date:** May 4, 2018  
**Re:** Report on Listening Session on April 26, 2018

Board members Abigail Alt and Eric Miller  
Superintendent Cindy Amoroso

Three speakers presented at the 4.26.18 Board Listening session.

One topic focused on budget adjustments. One community member and one middle school student spoke to the importance of keeping the middle level wrestling program and concerns around safety if middle level students were wrestling against stronger and more mature high school students.

The other topic addressed was Teacher Contract Negotiations. One community member spoke to the need to settle the teacher contract and to give teachers a fair and respectful contract as soon as possible.



**Future Ready. Community Strong.**

**Agenda IV.A.5.  
May 10, 2018**

**To:** Board of Education  
Cindy Amoroso, Superintendent

**From:** Dave Watkins, Assistant Superintendent

**Date:** May 4, 2018

**Re:** Policies 520: *Student Surveys*; 523: *Policies Incorporated by Reference*, and 529: *Staff Notification of Violent Behavior by Students*

**Recommendation:** Approve, on a second reading basis, changes to Policies 520: *Student Surveys*; 523: *Policies Incorporated by Reference*, and 529: *Staff Notification of Violent Behavior by Students*.

Changes were suggested by administration or MSBA. These policies were reviewed by the Policy Review Committee on April 16, 2018. The first reading was approved by the Board of Education on April 26.

Adopted: 10/22/2015  
Reviewed: 4/26/2018  
Revised: 5/10/2018  
Rescinds:

## **520 STUDENT SURVEYS**

### **I. PURPOSE**

Occasionally the school district utilizes surveys to obtain student opinions and information about students. The purpose of this policy is to establish the parameters of information that may be sought in student surveys.

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

Student surveys may be conducted as determined necessary by the school district. Surveys, analyses and evaluations conducted as part of any program funded through the U.S. Department of Education must comply with 20 U.S.C. § 1232h.

### **III. DEFINITIONS**

- A. “Parent” means a legal guardian or other person acting *in loco parentis* (in place of a parent), such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child.
- B. “Instructional material” means instructional content that is provided to a student, regardless of format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (i.e., materials accessible through the Internet). The term does not include academic tests or academic assessments.
- C. “Personal information” means individually identifiable information including a student or parent’s first and last name; a home or other physical address (including street name and the name of the city or town); a telephone number; or a Social Security identification number.
- D. “Invasive physical examination” means any medical examination that involves the exposure of private body parts, or act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or dental screening.

### **IV. STUDENT SURVEYS IN GENERAL**

- A. Student surveys will be conducted anonymously and in an indiscernible fashion.

No mechanism will be used for identifying the participating student in any way. No attempt will be made in any way to identify a student survey participant. There will be no requirement that the student return the survey, and no record of the student's returning a survey will be maintained.

- B. The superintendent or designee may choose not to approve any survey that seeks probing personal and/or sensitive information that could result in identifying the survey participant, or is discriminatory in nature based on age, race, color, sex, disability, religion, or national origin.
- C. Surveys containing questions pertaining to the student's or the student's parent(s) or guardian(s) personal beliefs or practices in sex, family life, morality and religion will not be administered to any student unless the parent or guardian of the student is notified in writing that such survey is to be administered and the parent or guardian of the student has the opportunity to opt out of the survey. Any and all documents containing the written permission of a parent for a student to opt out of a survey will be maintained by the school district in a file separate from the survey responses.
- D. Although the survey is conducted anonymously, potential exists for personally identifiable information to be provided in response thereto. To the extent that personally identifiable information of a student is contained in his or her responses to a survey, the school district will take appropriate steps to ensure the data is protected in accordance with Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act), 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act) and 34 C.F.R. Part 99.
- E. The school district must not impose an academic or other penalty on a student who opts out of participating in a student survey.

**V. STUDENT SURVEYS CONDUCTED AS PART OF DEPARTMENT OF EDUCATION PROGRAM**

- A. All instructional materials, including teacher's manuals, films, tapes, or other supplementary material which will be used in connection with any survey, analysis, or evaluation as part of any program funded in whole or in part by the U.S. Department of Education, shall be available for inspection by the parents or guardians of the students.
- B. No student shall be required, as part of any program funded in whole or in part by the U.S. Department of Education, without the prior consent of the student (if the student is an adult or emancipated minor), or in the case of an unemancipated minor, without the prior written consent of the parent, to submit to a survey that reveals information concerning:
  - 1. political affiliations or beliefs of the student or the student's parent;

2. mental and psychological problems of the student or the student's family;
3. sex behavior or attitudes;
4. illegal, antisocial, self-incriminating, or demeaning behavior;
5. critical appraisals of other individuals with whom respondents have close family relationships;
6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
7. religious practices, affiliations, or beliefs of the student or the student's parent; or
8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

C. A school district that receives funds under any program funded by the U.S. Department of Education shall develop local policies consistent with Sections IV.A. and IV.B., above, concerning student privacy, parental access to information, and administration of certain physical examinations to minors.

1. The following policies are to be adopted in consultation with parents:
  - a. The right of a parent to inspect, on request, a survey, including an evaluation, created by a third party before the survey is administered or distributed by a school to a student, including procedures for granting a parent's request for reasonable access to such survey within a reasonable period of time after the request is received.
  - b. Arrangements to protect student privacy in the event of the administration or distribution of a survey, including an evaluation, to a student which contains one or more of the items listed in Section IV.B., above, including the right of a parent of a student to inspect, on request, any such survey.
  - c. The right of a parent of a student to inspect, on request, any instructional material used as part of the educational curriculum for the student and procedures for granting a request by a parent for such access within a reasonable period of time after the request is received.

- d. The administration of physical examinations or screenings that the school district may administer to a student. This provision does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. § 1400, *et seq.*).
- e. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing the information to others for that purpose), including arrangements to protect student privacy that are provided by the school district in the event of such collection, disclosure, or use.
  - (1) This provision does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as:
    - (a) college or other post-secondary education recruitment or military;
    - (b) book clubs, magazines, and programs providing access to low cost literary products;
    - (c) curriculum and instructional materials used by elementary and secondary schools;
    - (d) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students, or to generate other statistically useful data for the purpose of securing such tests and assessments and the subsequent analysis and public release of the aggregate data from such tests and assessments;
    - (e) the sale by students of products or services to raise funds for school-related or education-related activities; and
    - (f) student recognition programs.
  - (2) The right of a parent to inspect, on request, any instrument used in the collection of information, as described in Section IV.C.1., Subparagraph e., above, before the

instrument is administered or distributed to a student and procedures for granting a request by a parent for reasonable access to such an instrument within a reasonable period of time after the request is received.

2. The policies adopted under Section IV.C., Subparagraph 1., above, shall provide for reasonable notice of the adoption or continued use of such policies directly to parents of students enrolled in or served by the school district.
  - a. The notice will be provided at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in a policy.
  - b. The notice will provide parents with an opportunity to opt out of participation in the following activities:
    - (1) Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, or otherwise providing that information to others for that purpose.
    - (2) The administration of any third-party survey (non-Department of Education funded) containing one or more of the items contained in Section IV.B., above.
    - (3) Any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered by the school and scheduled by the school in advance, and not necessary to protect the immediate health and safety of the student or other students.
  - c. The notice will advise students of the specific or approximate dates during the school year when the activities in Section IV.C.2., Subparagraph b., above, are scheduled, or expected to be scheduled.
  - d. The notice provisions shall not be construed to preempt applicable provisions of state law that require parental notification and do not apply to any physical examination or screening that is permitted or required by applicable state law, including physical examinations or screenings that are permitted without parental notification.

## **VI. NOTICE**

- A. The school district must give parents and students notice of their rights under this policy at the beginning of each school year and after making substantive changes to this policy.
- B. The school district must inform parents at the beginning of the school year if the district or school has identified specific or approximate dates for administering surveys and give parents reasonable notice of planned surveys scheduled after the start of the school year. The school district must give parents direct, timely notice when their students are scheduled to participate in a student survey by United States mail, e-mail, or another direct form of communication.
- C. The school district must give parents the opportunity to review the survey and to opt their students out of participating in the survey.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
 Minn. Stat. § 121A.065 (District Surveys to Collect Student Information;  
 Parent Notice and Opportunity for Opting Out)  
 20 U.S.C. 1232g (Family Educational Rights and Privacy Act)  
 20 U.S.C. 1232h (Protection of Pupil Rights)  
 34 C.F.R. Part 99 (Family Educational Rights and Privacy Act  
 Regulations)  
*Gonzaga University v. Doe*, 536 U.S. 273, 122 S.Ct. 2268, 153 L.Ed. 2d  
 309 (2002)  
*C.N. v. Ridgewood Bd. of Educ.*, 430 F.3d. 159 (3<sup>rd</sup> Cir. 2005)  
*Fields v. Palmdale School Dist.*, 427 F.3d. 1197 (9<sup>th</sup> Cir. 2005)

**Cross References:** Burnsville-Eagan-Savage School District Policy 515 (Protection and  
 Privacy of Pupil Records)  
 Burnsville-Eagan-Savage School District Policy 521 (Student Disability  
 Nondiscrimination)  
 Burnsville-Eagan-Savage School District Policy 522 (Student Sex  
 Nondiscrimination)

*Adopted:* 10/22/2015  
*Reviewed:* 4/26/2018  
*Revised:* 5/10/2018  
*Rescinds:*

*Burnsville-Eagan-Savage School District Policy 5230*

## **523 POLICIES INCORPORATED BY REFERENCE**

### **PURPOSE**

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

Policy 102	Equal Educational Opportunity
Policy 103	Complaints – Students, Employees, Parents, Other Persons
Policy 206	Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations
Policy 211	Criminal or Civil Action Against School District, School Board Member, Employee, or Student
Policy 305	Policy Implementation
Policy 413	Harassment and Violence
Policy 417	Chemical Use and Abuse
Policy 418	Drug-Free Workplace/Drug-Free School
Policy 419	Tobacco- and Smoke-Free Environment
Policy 498	Political Campaigns and Activities
Policy 524	Internet Acceptable Use and Safety Policy
Policy 525	Violence Prevention
Policy 610	Field Trips
Policy 613	Graduation Requirements
Policy 614	School District Testing Plan and Procedure
Policy 615	Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and ELStudents
Policy 616	School District System Accountability
Policy 707	Transportation of Public School Students
Policy 708	Transportation of Nonpublic School Students
Policy 709	Student Transportation Safety Policy
Policy 710	Extracurricular Transportation
Policy 711	Video Recording on School Buses
Policy 712	Video Surveillance Other Than on Buses
Policy 801	Equal Access to School Facilities

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

*Legal References:*

*Cross References:*

Adopted: 10/22/2015  
Reviewed: 4/26/2018  
Revised: 5/10/2018  
Rescinds: GBEAD

## **529 STAFF NOTIFICATION OF VIOLENT BEHAVIOR BY STUDENTS**

### **I. PURPOSE**

In an effort to provide a safe school environment, the assigned classroom teacher and certain staff members should know whether a student to be placed in the classroom has a history of violent behavior. Additionally, decisions should be made regarding how to interact with such a student.

The purpose of this policy is to address the circumstances in which private student data should be provided to classroom teachers and other school staff members about students with a history of violent behavior and to establish a procedure for notifying staff regarding the assignment of students with a history of violent behavior.

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

- A. Any staff member or other employee of the school district who obtains or possesses information concerning a student in the building with a history of violent behavior shall immediately report said information to the principal of the building in which the student attends school.
- B. The administration will meet with the assigned classroom teacher and other appropriate staff members for the purpose of notifying and determining how staff will interact with such student.
- C. Only staff members who have a legitimate educational interest in the information will receive notification.

### **III. DEFINITIONS**

For purposes of this policy, the following terms have the meaning given them.

A. Administration

“Administration” means the superintendent, building principal, or other designee.

B. Classroom Teacher

“Classroom Teacher” means the instructional personnel responsible for the course or room to which a student is assigned at any given time, including a substitute hired in place of the classroom teacher.

C. History of Violent Behavior

1. A student will be considered to have a history of violent behavior if incident(s) of violence, including any documented physical assault of a school district employee by the student, have occurred during the current or previous school year.
2. If a student has an incident of violence during the current or previous school year, that incident and all other past related or similar incidents of violence will be reported.

D. Incident(s) of Violence

“Incident(s) of violence” means willful conduct in which a student endangers or causes physical injury to the student, other students, a school district employee, or surrounding person(s) or endangers or causes significant damage to school district property, regardless of whether related to a disability or whether discipline was imposed.

E. Legitimate Educational Interest

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

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

F. School Staff Member

“School Staff Member” includes:

1. A person duly elected to the school board;
2. A person employed by the school board in an administrative, supervisory, instructional, or other professional position;
3. A person employed by the school board as a temporary substitute in a

professional position for the period of his or her performance as a substitute; and

4. A person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

#### **IV. PROCEDURE FOR STAFF NOTIFICATION OF STUDENTS WITH VIOLENT BEHAVIOR**

##### **A. Reports of Violent Behavior**

Any staff member or other employee of the school district who becomes aware of any information regarding the violent behavior of an enrolling student or any student enrolled in the school district shall immediately report the information to the building principal where the student is enrolled or seeks to enroll.

##### **B. Recipients of Notice**

Each classroom teacher of a student with a history of violent behavior (see Section III.C., above) will receive written notification from the administration prior to assignment of the student in the teacher's classroom. In addition, written notice will be given by the administration to other school staff members who have a legitimate educational interest, as defined in this policy, when a student with a history of violent behavior is assigned to a teacher's classroom. The administration will provide notice to anyone substituting for the classroom teacher or school staff member, who has received notice under this policy, that the substitute will be overseeing a student with a history of violent behavior.

The administration may provide other school district employees or individuals outside of the school district with information regarding a student, including information regarding a student's history of violent behavior, in accordance with Policy 515, Protection and Privacy of Pupil Records.

##### **C. Determination of Who Receives Notice**

The determination of which classroom teachers and school staff members have a legitimate educational interest in information regarding a student with a history of violent behavior will be made by either: (1) the school district's Responsible Authority appointed by the school board under the Minnesota Government Data Practices Act or (2) the administration. In the event the administration makes this determination, the Responsible Authority will provide guidance to the administration as to what data will be shared.

##### **D. Form of Written Notice**

The notice given to classroom teachers and school staff members will be in

writing and will include the following:

1. Name of the student;
2. Date of notice;
3. Notification that the student has been identified as a student with a history of violent behavior as defined in Section III. of this policy; and
4. Reminder of the private nature of the data provided.

E. Record of Notice

1. The administration will retain a copy of the notice or other documentation provided to classroom teachers and school staff members notified under this section.
2. Retention of the written notice or other documentation provided to classroom teachers and school staff members is governed by the approved Records Retention Schedule.

F. Meetings Regarding Students with a History of Violent Behavior

1. If the administration determines, in his or her discretion, that the classroom teacher and/or school staff members with a legitimate educational interest in such data reasonably require access to the details regarding a student's history of violent behavior for purposes of school safety and/or intervention services for the student, the administration also may convene a meeting to share and discuss such data.
2. The persons present at the meeting may have access to the data described in Section IV.D., above.

G. Law Enforcement Reports

Staff members will be provided with notice of disposition orders or law enforcement reports received by the school district in accordance with Policy 515, Protection and Privacy of Pupil Records. Where appropriate, information obtained from disposition orders or law enforcement reports also may be included in a Notification of Violent Behavior.

**V. MAINTENANCE AND TRANSFER OF RECORDS**

A report, notice, or documentation pertaining to a student with a history of violent behavior are educational records of a student and will be retained, maintained, and transferred to a school or school district in which a student seeks to enroll in accordance with Policy 515, Protection and Privacy of Pupil Records.

## **VI. PARENTAL OR GUARDIAN NOTICE**

- A. The administration will notify parents or guardians annually that the school district gives classroom teachers and other school staff members notice about students' history of violent behavior.
- B. Prior to providing the written notice of a student's violent behavior to classroom teachers and/or school staff members, the administration will inform the student's parent or guardian that such notice will be provided.
- C. Parents or guardians will be given notice that they have the right to review and challenge records or data, including the data documenting the history of violent behavior, in accordance with Policy 515, Protection and Privacy of Pupil Records.

## **VII. PROFESSIONAL DEVELOPMENT NEEDS**

Representatives of the school board and representatives of the teachers will discuss the needs of students and staff. The parties may discuss necessary training which may include training on conflict resolution and positive behavior intervention support and may discuss necessary intervention services such as student behavioral assessments.

***Legal References:*** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 120A.22, Subd. 7 (School Attendance - Education Records)  
Minn. Stat. § 121A.45 (Grounds for Dismissal)  
Minn. Stat. § 121A.64 (Notification of Students with Violent Behavior)  
Minn. Stat. § 121A.75 (Law Enforcement Notice to Schools)  
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
34 C.F.R. §§ 99.1-99.67 (Rules Implementing FERPA)  
Minn. Laws 2003, 1<sup>st</sup> Sp., Ch. 9, Art. 2, § 53

***Cross References:*** Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)



**Agenda V.A.  
May 10, 2018**

**To: Members, Board of Education  
Cindy Amoroso, Superintendent**

**From: Lisa Rider, Executive Director of Business**

**Date: May 3, 2018**

**Re: Approve Lease Agreement between ISD 191 and Advanced Imaging Solutions**

RECOMMENDATION: That the Board of Education authorizes the budget necessary and approves a 48 month lease agreement with leasing company to be determined and an equipment and maintenance agreement with Advanced Imaging Solutions (AIS). The Board authorizes the Executive Director of Business Services to complete individual lease agreements within the terms of the contract.

The past four years our copiers and printers within ISD 191 have been maintained and leased through Advanced Imaging Solutions (AIS). Our experience with AIS and the Konica-Minolta machines has been favorable. After checking with two other vendors as to their anticipated costs to be able to provide a similar package of products and services, we determined we would continue to work with AIS in preparing a proposal for us that would continue to use the Konica-Minolta machines and move a step further in our process to reduce the printing spend within our school district. This proposal utilizes pricing via the Association of Educational Purchasing Agencies (AEPA).

The result has been a plan that provides a reduction in the total lease costs for the machines across the district and a redistribution of where our printing will take place to less expensive Multi-function Devices versus the networked printers we have across the district. This is particularly true for our color printing which can be quite costly when using networked printers. Once board approved, next steps include: contracts executed, copiers ordered, and installation plans confirmed for a change in machines to be effective by the end of July, 2018.

The AIS contract for copier machines, maintenance and service is included for reference.



1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us and will start on the date we pay the supplier. Interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. Unless otherwise stated in an addendum hereto, this Agreement will renew for 12-month term(s) unless you send us written notice between 90 and 150 days (before the end of any term) that you want to purchase or return the Equipment. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, ~~plus any applicable sales, use and property taxes.~~ <sup>the</sup> The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, ~~you~~ <sup>we</sup> will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, ~~at your expense~~, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree (a) to keep the Equipment fully insured through a carrier acceptable to us against loss in an amount not less than the original cost of the Equipment, with us named as lender's loss payee; (b) to maintain commercial general liability insurance acceptable to us and to include us as additional insured on the policy; (c) to provide proof of insurance satisfactory to us no later than thirty (30) days following the start of this Agreement and thereafter upon our written request and to provide us with 10 days advance written notice of any modification or cancellation of your insurance policy(s); (d) if you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we have the option, but not the obligation, to do as provided in either (A) or (B) as follows, of the following paragraphs as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an insurance charge, which will include reimbursement of the premiums advanced by us, our processing fee, and a finance charge of up to 18% (or the maximum rate allowed by law if less) and which may be higher than the amount that you would pay if you placed the insurance independently and may result in a profit to us through an investment in reinsurance or otherwise. Any insurance proceeds received will be applied, at our option, (i) to repair, restore or replace the Equipment, or (ii) to pay us the remaining balance of the Agreement plus our estimated residual value, both discounted at 2% per year, provided we elect to apply this Subsection A. (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

8. **FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

9. **WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.**

10. **LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable.** This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

# Non-Appropriation Addendum

Financial Services | 800 Walnut, 4th floor | Des Moines, Iowa 50309

Title of lease, rental or other agreement: \_\_\_\_\_ (the "Agreement")

Lessee/Renter/Customer: \_\_\_\_\_ ("Customer")

Lessor/Lender/Owner: \_\_\_\_\_ ("Company")

This Addendum (this "Addendum") is entered into by and between Customer and Company. This Addendum shall be effective as of the effective date of the Agreement.

**1. INCORPORATION AND EFFECT.** This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

**2. GOVERNMENTAL PROVISIONS.** Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) ~~Customer shall return the Equipment to Company pursuant to the terms of the Agreement.~~ Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder; (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby. A15

**3. INDEMNIFICATION.** To the extent Customer is or may be obligated to indemnify, defend or hold Company harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 2 above.

**4. REMEDIES.** To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

**5. GOVERNING LAW.** Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located.

**6. MISCELLANEOUS.** This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this Addendum and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Addendum.

<b>Customer (identified above):</b>	<b>Company (identified above):</b>
<div style="border: 1px solid red; height: 40px; width: 100%; background-color: #cccccc;"></div>	By: _____ Date: ____ / ____ / ____
	Print name: _____ Title: _____
<b>Agreement Number:</b>	
<b>Master Agreement Number (if applicable):</b>	

Account Manager **Ryan Keating**

Agreement #: \_\_\_\_\_

PHONE: (952)930-1882 FAX: (952)930-1929

**CUSTOMER INFORMATION SHIP TO: CUSTOMER INFORMATION BILL TO:**

COMPANY NAME <b>Independent School District No. 191</b>		COMPANY NAME	
ADDRESS <b>200 W Burnsville Parkway</b>	Suite	ADDRESS	Suite
CITY, STATE <b>Burnsville, MN</b>	Zip Code <b>55337</b>	CITY, STATE, ZIP	Zip Code
PHONE # <b>952-707-2000</b>	FAX #	PHONE #	FAX #
METER CONTACT NAME <i>Bethany Voth</i>		EMAIL ADDRESS	CONTACT NAME
METER CONTACT METHOD INFO			

Agreement Term 48 months

MODEL	SERIAL NUMBER	INITIAL METER	EQUIPMENT ID #	COPY / MONTH	SERVICE BASE MONTHLY	OVERAGES
Konica Minolta 6136						\$0.0026
Konica Minolta 1100						\$0.0026
Koncia Minolta 368/C368						\$0.0045 b/w
						\$0.042 color

BILLING CYCLE		Agreement Summary		SUBTOTAL _____  MN TAX of _____  TOTAL _____
Service Base	Monthly	Total Monthly Service Base		
		Monochrome Allowance		
Overage	Monthly	Color Allowance		
		Monochrome Overage		
		Color Overage		
COMMENTS:		Agreement Start Date		

**CUSTOMER IT CONTACT** Contact Name/Title *Doug Johnson* Email \_\_\_\_\_  
 Direct Dial \_\_\_\_\_

**PROGRAM TYPE**

<input checked="" type="checkbox"/> <b>SUPPLY INCLUSIVE:</b> Includes parts, labor drums, toner, developer	<input type="checkbox"/> <b>PARTS/LABOR INCLUSIVE:</b> Includes parts & labor
	<input type="checkbox"/> <b>TIME &amp; MATERIALS:</b> Rate: _____

**AUTOMATIC METER READS**

**FM Audit Authorization** Accepted \_\_\_\_\_ Declined  \_\_\_\_\_

**Customer Acceptance:** This agreement consisting of the terms & conditions appearing is hereby approved, accepted & executed by the respective parties, hereto on the dates set forth adjacent to their signatures. See reverse for additional terms.

Customer Signature (Required)	Date	Print Name & Title (Required)
-------------------------------	------	-------------------------------

## Maintenance Agreement Terms & Conditions

1. The initial term of this Agreement shall be for a period ending on the date shown, and shall be automatically renewed, at the then current rate, for an additional period of twelve (12) months unless written notice of the termination is received by either the Customer or Advanced Imaging Solutions at least ninety (90) days prior to the expiration of the initial term of this Agreement or any renewal term thereof. This Agreement shall not be assignable or transferable by Customer without Advanced Imaging Solutions prior written consent. Advanced Imaging Solutions may terminate this Agreement if Equipment is sold or transferred to a third party, and upon either event all remaining payments shall become immediately due and owing. Advanced Imaging Solutions reserves the right to adjust maintenance pricing, terminate this Agreement, and/or assign the service of any equipment which has been relocated more than sixty (60) miles from Advanced Imaging Solutions nearest Service Center. Equipment may not be relocated without the prior written approval of Advanced Imaging Solutions.
2. The pricing of this Agreement is based upon the number of clicks and/or the term of this Agreement. In the event of early termination by the Customer, all remaining charges shall become immediately due and owing. If this Agreement is calculated on a cost-per-click maintenance program, the early termination fee will be calculated according to the contracted usage from the beginning date of the Agreement, multiplied by the remaining months of the Agreement. If Maintenance is included in a CPC lease program the cancelation is for the total number of months remaining multiplies by the total stated monthly payment stated on leasing including maintenance agreement increases.
3. This Agreement does not cover network support beyond the specific equipment and included hardware listed on the front of this Agreement. All network support beyond the initial installation will be chargeable at Advanced Imaging Solutions standard time and materials rates, unless covered by a separate network support Agreement.
4. The minimum monthly Maintenance rate, any billable excess clicks, and all applicable taxes on such charges or on services rendered, or parts supplied hereto, shall be due net thirty (30) days from the date of the invoice. All Maintenance Agreements are reviewed annually and are subject to adjustment based upon service costs and/or manufacturer's price increases.
5. All required preventive maintenance and emergency service necessary to keep the Equipment in efficient operating order will be performed by Advanced Imaging Solutions or its assigned Servicing Dealer during its regular business hours (8:00 a.m. - 5:00 p.m., Monday through Friday, except holidays) at no additional cost to Customer provided that the Equipment is in good working order on the date of commencement of this Agreement.
6. Service calls for operator function (adding or changing supplies, removing misfeeds or any other Customer responsibility) will be subject to a time and material service charge at Advanced Imaging Solutions then current rate. Additional chargeable services include but are not limited to:
  - a) Repairs resulting from causes other than normal use: Customer's willful act; negligence or misuse; Customer's use of supplies or spare parts which do not meet published specifications and which cause abnormally frequent service calls or service problems; accident, failure or variances of electrical power; failure to provide air conditioning, heat or humidity control as required; abuse, theft, fire, water, or any other damage resulting from uncontrollable causes.
  - b) Subsequent repairs made when personnel other than those of Advanced Imaging Solutions or its assigned Servicing Dealer perform service.
  - c) Transportation and relocation - repairs resulting from unauthorized relocation of equipment by anyone other than Advanced Imaging Solutions or its assigned Servicing Dealer. Advanced Imaging Solutions reserves the right to terminate this Agreement based upon damages to Equipment and to invoice Customer any and all remaining payments applicable to this Agreement.
  - d) Work which Customer requests to be performed outside regular business hours.
  - e) Shop reconditioning or modification to the Equipment except as specified by Advanced Imaging Solutions Technical Service Department to assure greater performance of the Equipment. All of the foregoing shall be invoiced in accordance with Dealer's established per-call rates and terms in effect. When in the Dealer's opinion the Equipment becomes of advanced age or usage exceeds manufacturer's specifications, and cannot be maintained in good working order through Dealer's routine preventive maintenance service, or if work beyond the scope of this Agreement is required, Advanced Imaging Solutions shall submit to Customer a cost estimate of such work. If Customer declines to authorize the same, Dealer shall have the right, on ten (10) days written notice to Customer, to terminate service under this Agreement as to any or all items of Equipment. Removed parts replaced by Dealer shall become property of Dealer. Dealer shall have full and free access to the equipment to provide service thereon. Neither Advanced Imaging Solutions nor an assigned Servicing Dealer shall be responsible for any delays in servicing the Equipment due to the inability or delay in obtaining a necessary part or supply.
7. Dealer assumes no liability for operator error or damage caused by Customer.
8. This Agreement constitutes the entire Agreement between the parties with respect to the furnishing of maintenance service superseding all previous proposals, oral or written.
9. Advanced Imaging Solutions reserves the right to withhold service and product if Customer fails to make any payment due under the terms and conditions of this Agreement. If Customer fails to make any payment when due under the terms and conditions of this Agreement as set forth above or otherwise is in default of the terms and conditions of this Agreement, Customer agrees that all payments due under said Agreement shall be accelerated and Customer shall be liable for all payments due under the full term of this Agreement that are unpaid or the reasonable cost of all services completed by the Dealer for the benefit of Customer, whichever is greater. If Customer breaches any term or condition of this Agreement, Customer agrees to reimburse Advanced Imaging Solutions for all attorney fees and costs Advanced Imaging Solutions expends to enforce the terms and conditions of this Agreement against Customer.