

Hastings Area Public Schools - ISD 200
School Board Meeting Agenda

Wednesday, February 26, 2020
Regular Meeting
District Office - Board Room

- I. Call Meeting to Order**
 - a. Attendance
- II. Approval of the agenda/table file**
 - a. Approval of the minutes from the January 22nd, 2020 Regular Board Meeting and the January 23rd, Special Board Meeting.
 - b. Superintendent's Memo
- III. Recognition of visitors**
- IV. Announcements and Recognitions**
 - a. Good News items
- V. Items for Discussion**
 - a. Middle School Presentation
 - Speaker(s):** Principal Steve Kovach
 - b. Todd Field Parcel Proposal update
 - c. Consideration of High School Athletic Fields Parking Lot Options
 - d. Update on High School Student Support Request
 - e. Policy First Reads or Review
 - i. Policy 203.2 - Order of the Regular School Board Meeting
 - ii. Policy 203.6 - Consent Agendas
 - iii. Policy 206 - *Review* Public Participation in School Board Meetings and Participation Addendum
 - iv. Policy 208 - Development, Adoption, and Implementation of Policies
 - f. 2021-22 Academic School Calendar
 - g. District plan to deal with coronavirus
- VI. Administrative Reports**
 - a. Superintendent
 - Speaker(s):** Jeff Pesta
 - b. Building Construction Fund Project Update
 - c. Student Enrollment
 - d. School Board Committee Reports
 - i. Community Partners Committee
 - ii. Self Funded Insurance Committee
 - iii. Facility Committee
 - iv. Policy Committee
- VII. Action Items**
 - a. Consent Agenda
 - i. Change Orders
 - ii. Approve the 2019-20 Non-Public Transportation Reimbursement rate of \$225.00 per student for families whose children attend non-public schools outside of District #200.
 - iii. Bills Payable
 - iv. Personnel Report
 - b. AIPAC roster and concurrence resolution.
 - c. Hastings High School licensed school counselor position
 - d. Custodian Group master agreement.

- e. Community Education Paraprofessionals group master agreement.
- f. Hastings High School activities parking lot.
- g. Temporary all-day preschool location.
- h. Affirm Policy number 201 - Legal Status of the School Board
- i. Affirm policy number 202 - School Board Officers
- j. Affirm policy number 203.1 - School Board Procedures - Rules of Order
- k. Affirm policy number 203.5 - School Board Meeting Agenda
- l. Affirm policy number 203 - Operation of the School Board - Governing Rules
- m. Affirm policy number 204 - School Board Meeting Minutes
- n. Affirm policy number 205 - Open Meetings and Closed Meetings
- o. Affirm policy number 207 - Public Hearings
- p. Affirm policy number 209 - Code of Ethics
- q. Affirm policy number 211 - Criminal or Civil Action Against the School District School, School Board Member, Employee, or Student
- r. Affirm policy number 212 - School Board Member Development
- s. Affirm policy number 213 - School Board Committees
- t. Affirm policy number 214 - Out of State Travel

VIII. Future Meetings

IX. Adjournment

**Board of Education
Independent School District 200
Hastings, Minnesota**

A Regular Meeting of the School Board of Independent School District No. 200, Hastings, Minnesota, was held on Wednesday, January 22nd, 2020 in the Board Room at the Hastings School District Office.

The meeting was called to order by Kelsey Waits at 6:00 PM. The following members were present: Kelsey Waits, Stephanie Malm, Dave Pemble, Lisa Hedin, Scott Gergen, Brian Davis, Becky Beissel, and Interim Superintendent Jeff Pesta. Members absent, none.

The first order of business was to approve the agenda and the table file. A motion was made by Scott Gergen and seconded by Stephanie Malm. Ayes all, nays none, motion carried.

Kelsey Waits welcomed and acknowledged all visitors at the meeting as well as those viewing from home.

A motion was made by Brian Davis to approve the minutes from the December 11th, 2019 Board Meeting and the January 8th, 2020 Board Organizational Meeting. The motion was seconded by Dave Pemble. Ayes all, nays none, motion carried.

The board then opened the meeting to the discussion portion of the agenda. At this time the Board turned the time over to MSBA for their Superintendent Search presentation which was then followed by a presentation by a representative from McPherson & Jacobson, L.L.C.

The next order of business was a presentation prepared and presented by Kari Gorr, Angie McGinnis, and Dave Haveman detailing options for possible solutions to the issue of space for Tilden's preschool program. The options presented were portable classrooms, moving the kids to the elementary schools, modifying Tilden further to accommodate growing enrollment needs, and utilizing a portion of the High School. The board had discussion about the possible options and determined to look into the idea of using a portion of the High School as a potential option at the next Regular Board Meeting on February 26th, 2020.

Dave Haveman then gave a presentation updating the board on his Special Education Staffing search.

The Board discussed the 2020 Standing and Ad Hoc Committee Assignments and decided to make a motion to move this item from a discussion item to an action item. The motion was made by Brian Davis and seconded by Dave Pemble. The vote was cast with six ayes, and one nay, motion carried.

The Kelsey Waits informed the Board that the November 11th, 2020, date for their scheduled work meeting needed to be changed as that is Veteran's Day. A motion was made by Scott Gergen to make this discussion item an action item. Motion was seconded by Dave Pemble. Ayes all, nays none, motion carried.

There was a proposed amendment to the Middle School Calendar for the 2020-2021 school year. The amendment proposed was to allow the fifth graders to start a day before the rest of the students. The Board decided that they would like to have more information presented to them about this topic at the next Regular Board Meeting on Wednesday, February 18th, 2020.

There was discussion about the Minnesota Department of Transportation land lease and purchase options for Todd Field. The decision was made that Interim Superintendent Pesta will call MNDOT to determine why the lease has increased so much. He will then report back to the Board with this feedback.

There was a discussion about BoardBook and how it could benefit the Board and the Board was provided with the cost of services. Scott Gergen made a motion to make this discussion item an action item. Brian Davis seconded the motion. Ayes all, nays none, motion carried.

Interim Superintendent Pesta briefly discussed his recommendation that the Board's Policy committee should consider discussing, researching, and implement a social media policy. This will help the District determine how to handle District social media communication.

The next order of business was to approve the consent agenda which contains all personnel information and bills payable. A motion to accept the consent agenda was made by Dave Pemble and seconded by Lisa Hedin. Ayes all, nays none, motion carried.

A motion to introduce the resolution directing administration to recommend program reductions was made by Dave Pemble and seconded by Scott Gergen. Ayes all, nays none, motion carried.

Scott Gergen made a motion to accept a gift from both MASSP and NASSP totally \$1200.00 for a National Conference in Washington, D.C. to be held March 23rd to March 25th, 2020. This is in accordance with Policy 412. Motion was seconded by Briand Davis. Ayes all, nays none, motion carried.

Lisa Hedin made a motion to approve Joe Haas to attend the National Conference on behalf of the Hastings School District. Motion seconded by Becky Beissel. Ayes all, nays none, motion carried.

A motion was made by Stephanie Malm to accept the second quarter donations made to the Hastings School District. Motion seconded by Dave Pemble. The roll call vote was cast with all in favor of accepting the donations, and none against, motion carried.

A motion was made by Becky Beissel to accept the creation of the Standing and Ad Hoc committees as they have been presented by Chairperson Kelsey Waits. The motion was seconded by Brian Davis. The roll call vote was cast with six ayes, one nay, motion carried.

Hastings Area District 200 Board of Education 2020 Committee Assignments (as of 1/17/2020) <i>Tentative</i>		
<u>Licensed Staff</u>	<u>Joint Powers Committee</u>	
<u>Negotiations</u>		
Lisa Hedin	Brian Davis	
Scott Gergen	Stephanie Malm	
Stephanie Malm	Dave Pemble	
<u>Admin Negotiations</u>	<u>Meet & Confer</u>	Ad Hoc
Scott Gergen	Becky Beissel	Committees
Stephanie Malm	Lisa Hedin	
Kelsey Waits	Dave Pemble	<u>New Policy</u>
		<u>Committee</u>
		Brian Davis
<u>Classified</u>	<u>Self-Funded Insurance</u>	Stephanie Malm
<u>Negotiations</u>		Kelsey Waits
Scott Gergen	Scott Gergen	
Kelsey Waits	Lisa Hedin	
<u>Facility Committee</u>	<u>Finance Committee</u>	
Lisa Hedin	Brian Davis	
Dave Pemble	Lisa Hedin	
Kelsey Waits	Stephanie Malm	
	<u>917 Board Member</u>	
	Russ Rohloff will stay on until July	
	1, 2020	

Dave Pemble made a motion to change the date of the November 11th, 2020 Work meeting to combine it with the November 18th, 2020 Regular Board Meeting. Motion seconded by Scott Gergen. Ayes all, nays none, motion carried.

A motion was made by Scott Gergen to approve the purchase of the BoardBook program. Motion was seconded by Lisa Hedin. Ayes all, nays none, motion carried.

The Board turned the time over for Administrative Reports.

Lisa Hedin took time to give an update on the Self-funded Insurance, Community Partners, and the Meet and Confer committees.

There are three upcoming meetings set for the School Board which are to be held in the Board Room at the Hastings District Office.

January 23rd, 2020 4:00 PM – Special Board Meeting for selection of Superintendent search firm.

February 12th, 2020 6:00 PM – Board Work Session

February 26th, 2020 6:00 PM – Regular Board Meeting

With no further business to discuss a motion to adjourn the Regular Board Meeting was made by Brian Davis and seconded by Becky Beissel. Ayes all, nays none, motion carried.

**Board of Education
Independent School District 200
Hastings, Minnesota**

A Special Meeting of the School Board of the Independent School District No. 200, Hastings, Minnesota, was held on Thursday, January 23rd, 2020 in the Board Room at the Hastings School District Office.

The meeting was called to order by Kelsey Waits at 4:02 PM. The following members were present: Kelsey Waits, Dave Pemble, Becky Beissel, Lisa Hedin, Scott Gergen, Stephanie Malm, and Interim Superintendent Jeff Pesta. Brian Davis was absent.

The first order of business was to approve the agenda and the table file. A motion was made by Dave Pemble and seconded by Stephanie Malm. Ayes all, nays none, motion carried.

A motion was made by Scott Gergen to approve the minutes from the Special Meeting on Tuesday, January 21st, 2020. The motion was seconded by Stephanie Malm. Ayes all, nays none, motion carried.

A motion was made by Scott Gergen to approve the selection the Superintendent Search Firm of the Board's choosing. The motion was seconded by Stephanie Malm. Ayes all, nays none, motion carried.

After some discussion the Board determined that they should accept the proposal from MSBA and to start the Superintendent search as soon as possible. Motion to accept MSBA's proposal and to move forward with the Superintendent search was made by Dave Pemble. Motion seconded by Becky Beissel. Ayes all, nays none, motion carried.

With no further business to discuss a motion to adjourn the Special Board Meeting was made by Stephanie Malm. Motion seconded by Dave Pemble. Ayes all, nays none, motion carried. Meeting was adjourned at 4:10 PM.



2020-2021 CALENDAR

Hastings Public Schools

July 2020 (0/184 - 0) 0					Aug. 2020 (5/184 - 5) 1				
M	T	W	Th	F	M	T	W	Th	F
		1	2	3	3	4	5	6	7
6	7	8	9	10	10	11	12	13	14
13	14	15	16	17	17	18	19	20	21
20	21	22	23	24	24	25	26	27	28
27	28	29	30	31	31				
Sept. 2020 (25/184 - 20) 20					Oct. 2020 (45/184 - 20) 19				
M	T	W	Th	F	M	T	W	Th	F
	1	2	3	4				1	2
7	8	9	10	11	5	6	7	8	9
14	15	16	17	18	12	13	14	15	16
21	22	23	24	25	19	20	21	22	23
28	29	30			26	27	28	29	30
Nov. 2020 (64/184 - 19) 18					Dec. 2020 (81/184 - 16) 16				
M	T	W	Th	F	M	T	W	Th	F
2	3	4	5	6		1	2	3	4
9	10	11	12	13	7	8	9	10	11
16	17	18	19	20	14	15	16	17	18
23	24	25	26	27	21	22	23	24	25
30					28	29	30	31	
Jan. 2021 (101/184 - 20) 18					Feb. 2021 (120/184 - 19) 18				
M	T	W	Th	F	M	T	W	Th	F
				1	1	2	3	4	5
4	5	6	7	8	8	9	10	11	12
11	12	13	14	15	15	16	17	18	19
18	19	20	21	22	22	23	24	25	26
25	26	27	28	29					
Mar. 2021 (140/184 - 20) 19					April 2021 (160/184 - 20) 19				
M	T	W	Th	F	M	T	W	Th	F
1	2	3	4	5				1	2
8	9	10	11	12	5	6	7	8	9
15	16	17	18	19	12	13	14	15	16
22	23	24	25	26	19	20	21	22	23
29	30	31			26	27	28	29	30
May 2021 (180/184 - 20) 20					June 2021 (184/184 - 4) 4				
M	T	W	Th	F	M	T	W	Th	F
3	4	5	6	7		1	2	3	4
10	11	12	13	14	7	8	9	10	11
17	18	19	20	21	14	15	16	17	18
24	25	26	27	28	21	22	23	24	25
31					28	29	30		

- Aug. 20-21 **No School** - New Teacher Workshop
- Aug. 24- 26 **No School** - Teacher Workshop - All Teachers
- Aug. 27 **No School** - Teacher Workshop/Staff. Dev.
- Aug. 31 **First Day Grades: 1 - 5, and 9**
- Sept. 1 **First Day Grades: Kindergarten, 6 - 8 and 10 - 12**
- Sept. 4 **No School**
- Sept. 7 **No School** - Labor Day
- Sept. 25 **No School** - Staff Development/Workshop
- Oct. 12 Elem. Evening Conferences
- Oct. 13 Elem./MS/HS Evening Conferences
- Oct. 14 **No School** - Elem./MS/HS Conferences
- Oct. 15 & 16 **No School** - Teacher Assoc. Days
- Nov. 3 Election Day - No Public Meeting before 8 PM
- Nov. 25 **No School** - Staff Development/Workshop
- Nov. 26 & 27 **No School** - Thanksgiving Break
- Dec. 23 **Comp Day for Conferences**
- Dec. 24 - Jan. 1 **No School** - Holiday Break
- Jan. 15 **No School** - District Workshop
- Jan. 18 **No School** - Martin Luther King Day
District Staff Development
- Feb. 12 **No School** - District Staff Development
- Feb. 15 **No School** - President's Day
- Mar. 2 Township Election - No Public Meeting before 8 PM
- Mar. 3 Elem. Evening Conference.
- Mar. 4 Elem/MS/HS Evening Conference.
- Mar. 5 **No School** - Elem/MS/HS Conferences
- Mar. 29 - April 5 **No School** - Spring Break
- May 14 **No School** - Staff Development/Workshop
- May 31 **No School** - Memorial Day
- June 4 HS Graduation
- June 4 **Early Release** - Last Day of School K-11

KEY

Non-School / Teacher Contract Day

Early Release Day

Evening Conferences

Comp Day for Conferences

Non School/Non Teacher Contract Day

The days off for students will be used for teachers to engage in curriculum work, instructional delivery, assessment reporting and communication with parents.

Red Numbers = Teacher Contracted Days

Black Numbers = Student Days

Revised 1/8/2020



Hastings Public Schools

INDEPENDENT SCHOOL DISTRICT 200
1000 11TH STREET WEST
HASTINGS, MN 55033-2597
Phone (651) 480-7000
Fax (651) 480-7004

BRIDGE TO SUCCESS

Dr. Jeff Pesta
INTERIM SUPERINTENDENT

February 5, 2020

RE: Todd Field Lease or Purchase Options

The following is a summary of progress made toward negotiations with MnDOT at time of the transition of superintendents and school boards (December-January, 2019-2020).

Exhibit A: Lease Agreement circa 1990

Exhibit B: Correspondence between Superintendent Tim Collins and MnDOT Engineer Molly Kline requesting a revaluation of the parcels in question at Todd Field (parking lot and concession stand).

Exhibit C: E-mail communication from outgoing superintendent Tim Collins.

Exhibit D: Proposed sale offer for concession stand parcel.

Exhibit E: Proposed lease for parking lot parcel.

Exhibit F: Current map describing the parcels identified in the proposals.

January 22, 2020: The recently received land lease and purchase options for parcels owned by MnDOT were shared with the school board as a discussion item. The consensus opinion of the board was for the interim superintendent to contact MnDOT to ask for an orientation to the situation and an explanation of the lease proposal.

February 5, 2020: An extensive phone conversation occurred with Molly Kline. She described the initial prompt to reconsider the 1990 lease (due to expire in 2040) was contact made by Wold Engineers about proposed improvements to the facility. At that time, MnDOT reinforced that there can be no permanent structures in any Right of Way. MnDOT approved of a sale option for the parcel beneath the improved concession stand facility. They cannot approve of the sale of the parcel beneath the improved parking lot until after all tentative road projects in that proximal portion of HWY 61 are completed (estimated 2025). MnDOT most likely will need to retain a storm water runoff pond and there is a high probability that the parking lot parcel could be purchased at that time. Due to MnDOT regulations, which have changed since 1990, leases must be at Fair Market Value (FMV). At the school district's request, the value was re-appraised and lowered to the current lease offer.

If the district did not enter into the new lease agreement, MnDOT could terminate the current lease and consider the parking lot improvement area as abandoned. It would then be incumbent upon the district to return the parcel to its original state at district expense.

In addition, Ms. Kline stated that the Right of Way for HWY 55 currently includes the bleachers and press box facilities. The press box is classified as a permanent structure. Due to the unique history and public use of Todd Field, they are choosing not to seek a remedy for that infringement. They intend to focus on the HWY 61 Right of Way because of scheduled road improvements only. MnDOT will be completing an assessment of the external brick wall of Todd Field as a component of their road project preparations.

February 7: (Update from Kelsey Waits) "I spoke with Senator Bigham this afternoon. I had seen her at an event the other day so I had let her know that we would be connecting with her regarding the situation with the parking lot. She actually reached out to Commissioner Kelliher on the subject and heard back today. Nothing is official, but apparently there was a mix-up at MNDOT and they were not treating us as a local government when determining the cost of the lease. I'm not sure if that means we'll go back to the \$1 or if it will just be less than what the initial estimate is. Either way, it should be an improvement. Senator Bigham said that if we are not contacted by them by the end of next week that we should let her know. I just wanted to give that update since you were going to have a packet for the Board on this subject next week."

In summary:

- There is a purchase option for the concession parcel.
- There is a lease only option for the parking lot parcel with a purchase option likely available in 2025. The lease price must be set at FMV.
- MnDOT will terminate the previous lease and require restoration if the parking lot is abandoned.
- MnDOT is presently not pursuing the removal of the press box because there is no scheduled road project on HWY 55.

A

Minnesota Department of Transportation
Office of Right of Way
Room 511, Transportation Building
St. Paul, Minnesota 55155
(612) 296-3226

S.P. 1910 (55=53-21) *92-381
PARCEL 79X

LEASE NO.
H-4952

19001

COMMERCIAL LEASE

THIS LEASE, made the 3rd day of May, 1990, at St. Paul, Minnesota, by and between the State of Minnesota, Department of Transportation, Landlord, and Hastings Independent School District #200, Tenant.

Mail lease to: Kenneth LaCroix
Hastings Independent School District #200
9th and Vermillion
Hastings, Minnesota 55033

W I T N E S S E T H

In consideration of payment of the rent hereinafter specified to be paid by Tenant, and the covenants and agreements herein contained, Landlord hereby leases to Tenant that certain property (herein called the Premises) in the County of Dakota, State of Minnesota, the address of which is Jct. T.H. 55 and T.H. 61, Hastings, Minnesota.

Type of Property: Vacant Land

Legal Description:

That land shown outlined in red on the attached Exhibit, which exhibit is hereby incorporated as a part of this lease.

including improvements, if any, for the term of 50 years commencing on June 1, 1990 and ending on May 31, 2040, with the right of termination in both Landlord and Tenant as hereinafter set forth.

IT IS AGREED:

1. RENT. Tenant shall pay to Landlord as rent for the Premises the sum of \$50.00, in one payment of \$50.00 in advance. Rent payment is to be mailed or delivered to Landlord's finance office as follows:

3. USE OF PREMISES. Tenant will use the Premises for the following purpose only: Public Use.

It shall be the sole responsibility of Tenant to comply with all laws, regulations, or ordinances imposed by any jurisdiction governing the use of the Premises. Failure to comply will not relieve Tenant of the obligation to pay rent.

4. MAINTENANCE AND REPAIRS. Tenant shall keep the Premises in good condition at Tenant's own expense, and shall not call on Landlord to make any improvements or repairs.

5. UTILITY CHARGES. Tenant shall pay when due all utility charges and any other charges or expenses connected with Tenant's use of the Premises.

6. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when served personally on Landlord or Tenant, or when made in writing and deposited in the United States mail and addressed as follows: To Tenant at the mailing address above stated and to Landlord, Department of Transportation, at the State Transportation Building, Office of Right of Way, St. Paul, Minnesota, 55155. The address to which notices are mailed may be changed by written notice given by either party to the other as herein provided.

7. CANCELLATION. This lease shall be subject to cancellation by either party at any time during the term hereof by giving the other party notice in writing at least 180 days prior to the date when the cancellation shall become effective. Furthermore, this lease shall be subject to cancellation by Landlord if the Premises becomes needed for highway purposes (as determined solely by Landlord) by giving Tenant notice in writing at least 10 days prior to the date when the cancellation shall become effective. In the event of cancellation any unearned rent paid by Tenant shall be returned.

8. INDEMNIFICATION AND RELEASE. Tenant shall defend, indemnify, save harmless, and release Landlord and Landlord's employees from and against all claims, demands, and causes of action for injury to or death of persons or loss of or damage to property (including Tenant and Tenant's property) occurring on the Premises or connected with Tenant's use and occupancy of the Premises, regardless of whether such injury, death, loss, or damage is caused in part by the negligence of Landlord or is deemed to be the responsibility of Landlord because of its failure to supervise, inspect, or control the operations of Tenant or otherwise discover or prevent actions or operations of Tenant giving rise to liability to any person.

9. LIABILITY INSURANCE. Tenant shall maintain during the full term of this lease a policy of public liability insurance with the following minimum limits of liability:

Prior to execution of this lease by Landlord, the Tenant shall have a Certificate of Insurance sent to Landlord as proof of coverage. The Certificate shall name the State of Minnesota as Additional Insured and shall designate the leased Premises as the location covered by the policy.

The above specified minimum limits of liability coverage may be revised from time to time over the term of this lease upon the request of either party in order to reflect changes in state law governing tort liability of state agencies or political subdivisions, or to provide reasonable liability coverage reflecting changes in commercial liability coverage generally.

In lieu of the above Certificate of Liability Insurance, Tenant may submit to Landlord a statement that Tenant is self-insured as provided by Minnesota law and signed by the appropriate official.

10. FIRE INSURANCE. None Required. Tenant will make no claim against Landlord arising out of any loss to the Premises.

11. RIGHT TO ENTER. Tenant shall allow Landlord, Landlord's contractors, and utility companies to enter upon the Premises for any of the following purposes: to survey the land, to take soil borings, or to make emergency repairs required for highway safety.

12. ADJACENT HIGHWAY FACILITY. Tenant shall not permit the storage of any substance or material on the Premises which may create a fire hazard to the adjacent highway facility (including any overhead bridge and its structural supports). If Landlord determines that Tenant is using the Premises in such a way as to create a danger to the adjacent highway facility or the traveling public thereon, and if, upon receiving notice, Tenant does not remedy the danger to the satisfaction of Landlord, then Landlord may immediately cancel this lease and take possession of the Premises. Any requirement for giving notice of cancellation set out elsewhere in this lease shall not apply to cancellation under this paragraph 12. Unearned rent paid by Tenant will be returned.

13. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this lease or sublet the Premises, in whole or in part, without the written consent of Landlord.

14. CIVIL RIGHTS ACT. Tenant shall not discriminate on the ground of race, color, sex, or national origin against any person in access to and use of the facilities and services operated or otherwise maintained on the Premises; and the Tenant shall operate and maintain such facilities and services in compliance with Title VI of the Civil Rights Act of 1964, and Title 49, Code of Federal Regulations, Part 21.

15. REMEDIES. If any rent is due and unpaid or if Tenant defaults in any of the covenants or agreements on the part of the Tenant contained in this lease, Landlord may, at any time after default, re-enter and take possession of the Premises in the manner provided by law. Tenant

17. MOVING OUT. At the expiration or sooner termination of this lease, Tenant shall leave the Premises in as good condition as when delivered to Tenant (except for ordinary wear and any loss covered by insurance under Paragraph 10).

18. PRIOR LEASES. If there is any prior existing lease between Tenant and the State of Minnesota (or its predecessor in interest) covering the Premises, it is agreed that this lease shall cancel the prior lease as of the beginning date of this lease.

19. ADDITIONAL AGREEMENTS. None

TENANT

HASTINGS INDEPENDENT
SCHOOL DISTRICT #200

Approved as to form and execution

ATTORNEY GENERAL

By: [Signature]
Special Assistant Attorney General

By: [Signature]

Date: 6/21/90

Title Clerk 6/6/90

By: [Signature]

Title Supt.

LANDLORD, STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
COMMISSIONER OF TRANSPORTATION

By: [Signature]

Director
Office of Right of Way and Surveys

TOTAL 4,3560 SQ.FT.

BLEACHER'S

CURVE NO. 6032

P.I. DEG DEL RAD LEN TAN X Y

6 30' 0" 881.474' 4 283.761'

FOOTBALL & TRACK FIELD

AL O PT 832 * 27.95

78

EXTENSION OF INPLACE RETAINING WALL

66'

BLEACHER'S

830

CURVE NO. 6019

P.I. DEG DEL RAD LEN TAN X Y
8' 19.28' 1384.395' 465.989'

17720 SQ.FT.

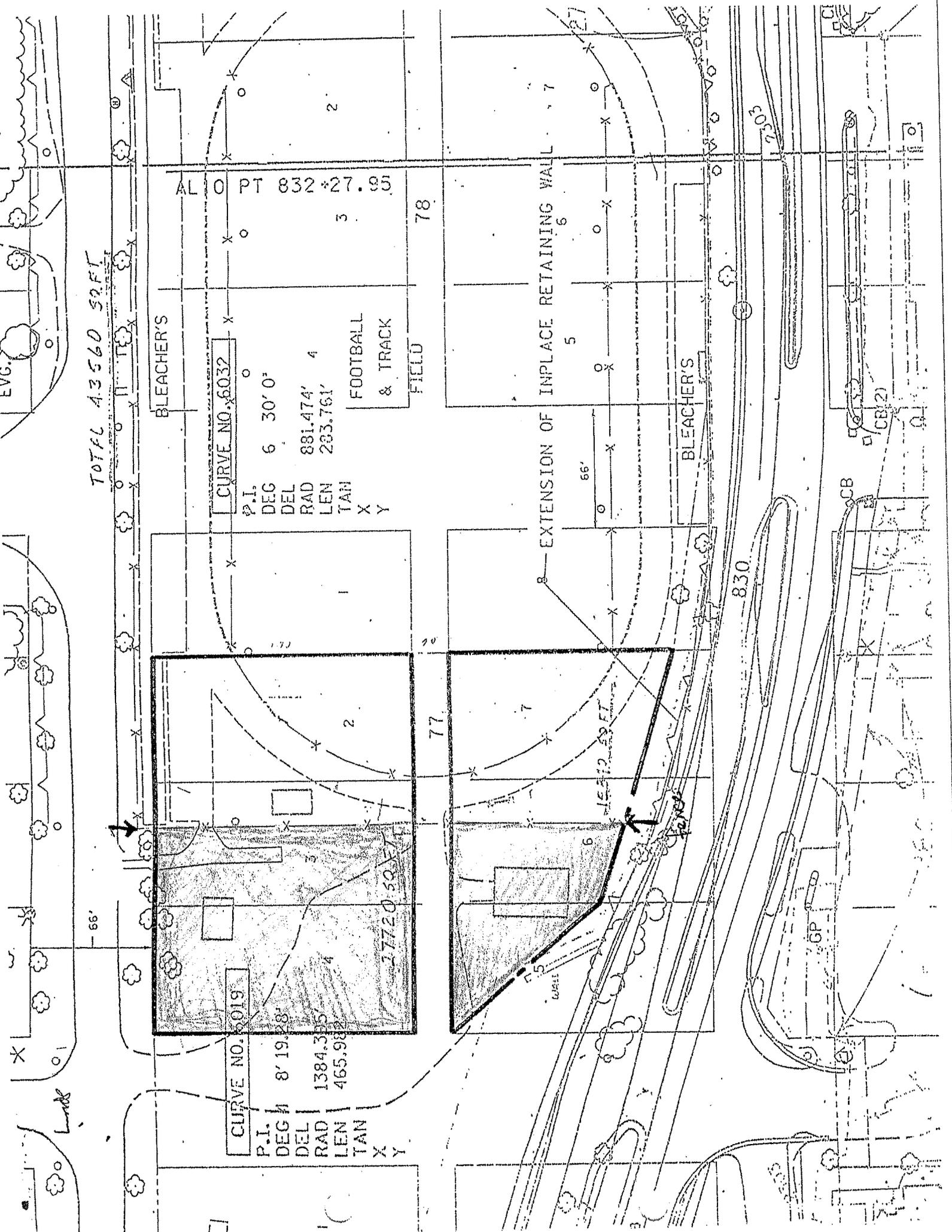
77

15312 SQ.FT.

GP

CB

CR(2)





Hastings Public Schools

INDEPENDENT SCHOOL DISTRICT 200
1000 11TH STREET WEST
HASTINGS, MN 55033-2597
Phone (651) 480-7000
Fax (651) 480-7004

BRIDGE TO SUCCESS

Tim Collins
SUPERINTENDENT

March 13th, 2019

Molly Kline
South Area Engineer
MnDOT- Metro District
1500 West County Road B2
Roseville, MN, 55113

Dear Molly,

Please consider this an official request by Hastings Public Schools for an updated lease for the parking area and request for conveyance of the building area land, located adjacent to Todd Field at 10th Street and Vermillion Street in Hastings. Attached you will find an parcel exhibit and legal description, representing the proposed parcel for conveyance from MnDOT ownership to ISD #200 ownership for the purposes of building improvements to our stadium facility. We understand this will also help the existing buildings to be more acceptable per your department's recommendations. We look forward to a prompt response and are ready to work through any further details related to both the lease and the parcel conveyance. Thank you for all your help in getting us this far in the process.

Respectfully,

Tim Collins
Hastings Superintendent

Cc: Jay Pomeroy, Anderson-Johnson Associates, Inc.
Scott McQueen, Wold Architect & Engineers

Pesta, Jeff

From: Collins, Tim
Sent: Wednesday, December 11, 2019 2:58 PM
To: Pesta, Jeff
Cc: Seubert, Jennifer
Subject: FW: Hastings Public School Lease 19018
Attachments: Hastings Public School Lease 19018 11.21.2019.pdf.pdf; Hastings Public School Lease 19018 Exhibit A.pdf

Jeff,

Over the last couple of years I have mainly dealt with Molly Kline from MnDOT about Todd Field. The parking lot area and part of the concession stand is on MnDOT property. I think that for about 50 years we had leased the land for a \$1. They now informed us that we would need to purchase the small chunk of land that the Concession Stand is on (.33 Acres) and lease the parking lot. They will sell the parking lot property to us 5 years from now after they reinvest in Highway 61 and the know for sure how much run off area they need to own.

I was not happy with this lease offer and I e-mailed her back and told her so. I told her that I would like to lease with the option to buy and the \$\$ from the lease going to an agreed upon purchase price. My e-mail was sent up the legal chain at MnDOT to see what they can do, but we have not heard back from them yet.

This is going to fall into your lap.

Tim

Mr. Collins:

Attached please find a copy of a proposed lease agreement between MnDOT and Hastings Public School for the property located adjacent to Todd Field at 10th Street and Vermillion Street in Hastings. Also attached is an Exhibit A depicting the location of this site.

Please review the lease language and advise me of any issues or concerns. I look forward to assisting you in completing this lease agreement with the Minnesota Department of Transportation.

FYI I am out of the office until Monday, 11/25. Have a nice weekend.

Jan Kinney

Real Estate Representative, Sr.
Minnesota Department of Transportation
Metro District - Right of Way Office
1500 West County Road B2
Roseville, MN 55113-3174
Phone: 651.234.7577
Fax: 651.234.7549
Email: jan.kinney@state.mn.us
Office Hours: 6:00am-4:30pm Mon.-Thurs.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

December 24, 2019

Certified Mail Return Receipt Requested

Tim Collins
Hastings Public Schools Independent School District 200
1000 11th Street West
Hastings, MN 55033

In reply refer to: C.S. 1910 (55=53) 321 Parcel 79X
Dakota County
Conveyance No. 2019-0029

Dear Mr. Collins,

We are pleased to inform you that conditional approval has been obtained for the conveyance of the above-referenced real property as described in Exhibit "A" and shown in Exhibit "B" (the "Property").

The State of Minnesota, Department of Transportation ("Seller") offers to convey the Property to Hastings Public Schools Independent School District 200 ("Buyer") for a consideration of \$137,000.00 in accordance with the following terms and conditions:

1. All current real estate taxes, existing or pending assessments, delinquent taxes, fees and penalties will be paid by Buyer.
2. Seller makes no representations about the status of the title to the Property and is not obligated to correct any title defects.
3. This conveyance is subject to the following, which will be included in the deed issued to Buyer (the Grantee described below is one and the same as the Buyer described in this offer letter):
 - a. Access control described in Exhibit "A" and shown in Exhibit "B".
 - b. The Property is subject to the rights of existing utilities, if any, as provided in Minnesota Statutes §161.45 subd. 3.
 - c. The Grantee, by acceptance of this quitclaim deed, hereby covenants and agrees that no billboard, placard or advertising device of any nature will ever be placed on the premises hereby conveyed, except: (1) signs, displays and devices advertising the sale or lease of the premises and (2) signs, displays and devices advertising activities conducted on the premises.

4. The Property and all improvements, if any, are being conveyed as-is and where-is.
5. Payment must be made in the form of a cashier's check, certified check or money order made payable to "Commissioner of Transportation – Trunk Highway Fund" in the amount of \$137,000.00
6. This offer is subject to and specifically conditioned upon receipt of the above-mentioned consideration on or before **May 22, 2020**. If such consideration is not received on or before that date, this offer is null and void and of no further force and effect; and Seller is released from any further obligation to Buyer and may negotiate with other parties for sale or other disposition of the Property.
7. Upon receipt of payment for the conveyance, Seller will issue to Buyer a quitclaim deed in substantially the form attached hereto as Exhibit "C", using the legal description in Exhibit "A". Buyer agrees that upon issuance of the quitclaim deed, the Seller may record the deed in the Office of the County Recorder or Registrar of Titles as appropriate. Seller will provide Buyer with the recorded deed within 15 days of the return of the deed from the County.
8. ***The Seller may revoke this offer and cancel this conveyance in its discretion at any time before payment is received. The Seller shall notify Buyer in writing of such revocation and cancellation. Upon cancellation, this offer is null and void and shall be of no further force and effect; and the Seller is released from any further obligation to Buyer.***

Please submit payment and any questions you may have regarding this transaction to:

Jason Alman
Minnesota Department of Transportation
395 John Ireland Blvd.
St. Paul, MN 55155-1800.
Jason may be reached at: 651-366-3487.

Sincerely,

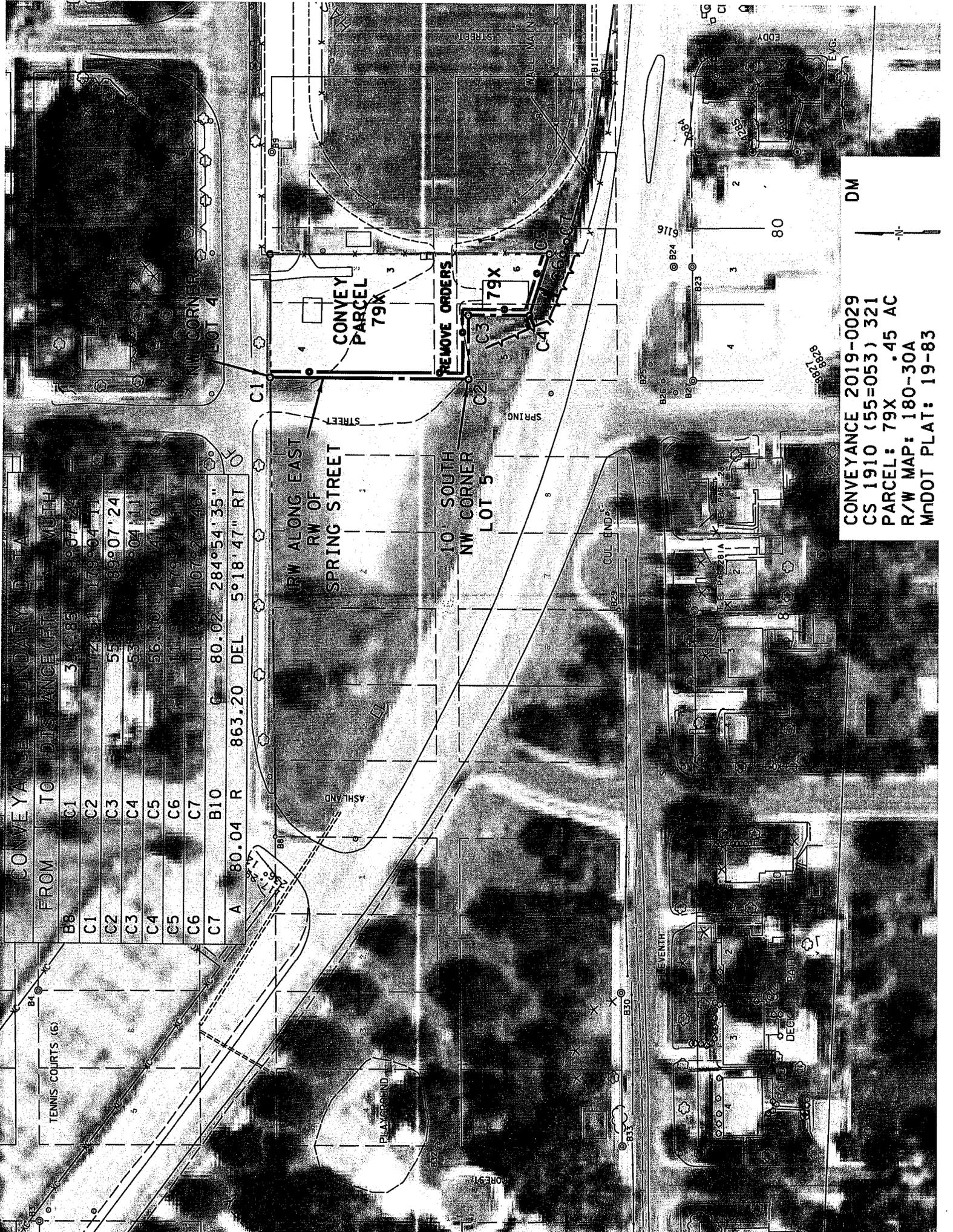
Joseph D. Pignato, Director
Office of Land Management

Enclosures: Exhibits A, B & C

c: Julie Groetsch, Assistant Director

CONVEYANCE BOUNDARY DATA

FROM	TO	DISTANCE (FEET)	Bearing
B8	C1	374.85	33°07'24"
C1	C2	112.11	17°04'11"
C2	C3	55	89°07'24"
C3	C4	53	8°04'11"
C4	C5	56.10	16°41'01"
C5	C6	11.35	179°27'46"
C6	C7	11.35	107°27'46"
C7	B10	80.02	284°54'35"
A 80.04 R 863.20 DEL 5°18'47" RT			



DM

CONVEYANCE 2019-0029
 CS 1910 (55=053) 321
 PARCEL: 79X .45 AC
 R/W MAP: 180-30A
 MDDOT PLAT: 19-83

E

Minnesota Department of Transportation
Metro District
1500 W. County Road B2
Roseville, MN 55113
651-234-7577

PARCEL: 1910 (55=053) 321 0078AX

LEASE NO. 19018
MnDOT
Contract NO.

COMMERCIAL LEASE

THIS LEASE is made between the State of Minnesota, Department of Transportation ("Landlord"), and Hastings Public Schools Independent School District 200 ("Tenant").

Mail lease to: Hastings Public Schools Independent School District 200
1000 11th Street West
Hastings, MN 55033

IT IS AGREED:

1. In consideration of payment of the rent hereinafter specified to be paid by Tenant, and the covenants and agreements herein contained, Landlord hereby leases to Tenant that certain property ("Premises") in the County of Dakota, State of Minnesota, described as follows:

Location of Premises: adjacent to 10th Street & Vermillion Street, a portion of the area commonly known as Todd Field as shown on Exhibit A attached hereto and by this reference incorporated herein.

This Lease includes improvements, if any, and is in effect for the term of five (5) years commencing on December 1, 2019 and continuing through November 30, 2024, with the right of termination in both Landlord and Tenant as hereinafter set forth.

2. RENT. Tenant shall pay to Landlord as rent for the Premises the sum of Seventy-Nine Thousand Eight Hundred and no/100 Dollars (\$79,800.00) in sixty equal monthly payments of One Thousand Three Hundred Thirty and no/100 Dollars (\$1,330.00) in advance on the first day of each month during the term of this Lease.

Rent payments are to be mailed or delivered to Landlord's finance office as follows:

Department of Transportation
Office of Financial Management
Accounting Department
395 John Ireland Boulevard - Mailstop 215
St. Paul, Minnesota 55155

Make checks payable to:
Commissioner of Transportation

3. USE OF PREMISES. Tenant shall use the Premises for the following purpose only: a paved parking lot for public use and for no other use whatsoever.

It shall be the sole responsibility of Tenant to comply with all laws, regulations, or ordinances imposed by any jurisdiction governing the use of the Premises. Failure to comply will not relieve Tenant of the obligation to pay rent. Tenant's use of the Premises must not interfere with the public's use of any adjacent highway.

Tenant at its sole cost and expense, agrees to comply with, and provide and maintain the Premises in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with the Premises including the Americans with Disabilities Act ("ADA"). If the Premises are not in compliance with the ADA or other applicable laws Landlord may enter the Premises and perform such obligation without liability to Tenant for any loss or damage to Tenant thereby incurred, and Tenant shall pay Landlord for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of Landlord's invoice.

Signs or displays will be restricted to those indicating proprietorship and type of activities conducted on the Premises, and will be subject to regulation by Landlord and the Federal Highway Administration as to number, size, location, and design.

4. MAINTENANCE AND REPAIRS. Tenant shall keep the Premises in good condition at Tenant's own expense, and shall not call on Landlord to make any improvements or repairs.

5. CHARGES AND EXPENSES. Tenant shall pay when due all utility charges and any other charges or expenses connected with Tenant's use of the Premises.

6. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when served personally on Landlord or Tenant, or when made in writing and deposited in the United States Mail and addressed as follows: To Tenant at the mailing address above stated and to Landlord, Department of Transportation, Office of Land Management, Transportation Metro District - 1500 W. County Road B2, Roseville, MN 55113. The address to which notices are mailed may be changed by written notice given by either party to the other.

7. CANCELLATION. This Lease shall be subject to cancellation by either party at any time during the term hereof by giving the other party notice in writing at least thirty (30) days prior to the date when the cancellation will become effective. Furthermore, this Lease shall be subject to cancellation by Landlord if the Premises become needed for highway purposes (as determined solely by Landlord) by giving Tenant notice in writing at least thirty (30) days prior to the date when the cancellation will become effective. In the event of cancellation any unearned rent paid by Tenant will be returned.

Tenant hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this Lease by Landlord, including any cancellation or termination for highway purposes (as determined solely by the Landlord). Tenant agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the Lease. Tenant agrees not to sue or institute any legal action against Landlord based upon any of the claims released in this paragraph.

8. INDEMNIFICATION AND RELEASE. Notwithstanding anything to the contrary in this Lease, Tenant shall indemnify, hold harmless, release and defend Landlord (with the approval of the State's Office of the Attorney General) Landlord and Landlord's employees from and against all claims, demands, and causes of action for injury to or death of persons or loss of or damage to property (including Tenant and Tenant's property) occurring on the Premises and connected with Tenant's use and occupancy of the Premises, regardless of whether such injury, death, loss, or damage is caused in part by:

- (i) the negligence of Landlord or
- (ii) is deemed to be the responsibility of Landlord,

because of its failure to supervise, inspect, or control the operations of Tenant or otherwise discover or prevent actions or operations of Tenant giving rise to liability to any person.

If any negligence or responsibility of Landlord is unrelated to Tenant's occupancy or use of the Premises, Tenant will not be obligated to indemnify and hold harmless as set forth above.

Landlord's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. §3.736.

9. INSURANCE. Prior to execution of this Lease by Landlord, the Tenant shall provide Landlord with a properly executed certificate(s) of insurance which shall clearly evidence the insurance required below.

9.1 Tenant shall maintain during the full term of this Lease commercial general liability insurance or equivalent form including Premises-Operations Liability, Products/Completed Operations Liability (if applicable), Contractual Liability, and Fire Legal Liability with a limit of not less than \$2,000,000 each occurrence. If such insurance contains a general aggregate limit, it will be equal to or greater than \$2,000,000 and apply separately to this Lease.

9.2 The insurance shall name the State of Minnesota as an Additional Insured with respect to performance of the Lease.

- 9.3 This insurance shall be primary with respect to any insurance or self-insurance programs covering Landlord, its officers and employees.
- 9.4 Tenant shall maintain during the full term of this Lease workers' compensation insurance with statutory limits and employers' liability insurance with limits not less than \$100,000 bodily injury by disease per employee, \$500,000 bodily injury by disease aggregate and \$100,000 bodily injury by accident.

If Minnesota Statute 176.041 exempts Tenant from Workers' compensation insurance or if the Tenant has no employees in the State of Minnesota, Tenant must provide a written statement, signed by the authorized signer of the contract, stating the qualifying exemption that excludes Tenant from MN Workers' Compensation requirements.

If during the course of the contract the Tenant becomes eligible for Workers' Compensation, the Tenant must comply with the Worker's Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

If Tenant receives a cancellation notice from an insurance carrier affording coverage herein Tenant agrees to notify the Landlord within five (5) business days with a copy of the cancellation notice, unless Tenant's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the Landlord.

An Umbrella or Excess Liability insurance policy may be used to supplement the policy limit to satisfy the full policy limits required by the Lease.

10. FIRE INSURANCE. Tenant shall not be required to keep the Premises insured against fire and extended coverage loss. Tenant shall make no claim against Landlord arising out of any loss to the Premises

11. RIGHT TO ENTER. Tenant shall allow Landlord and Landlord's contractors and authorized licensees to enter upon the Premises for any of the following purposes: to survey the land, to take soil borings, to perform utility relocation or repair work, or to perform any other work which is preparatory to a highway construction project; also to make emergency repairs required for highway safety. If there is a bridge above or adjacent to any part of the Premises, Tenant shall allow Landlord to enter upon the Premises to inspect, maintain, and repair the bridge and its structural supports. If any of these operations substantially restrict the Tenant's use of the premises, rent will be reduced proportional to the restricted use of the Premises during the period of the restricted use. The reduction (or abatement) of rent will be Tenant's only claim against Landlord based on such restriction (or abatement) of use. Tenant shall allow Landlord to inspect the Premises and to show the Premises by appointment to prospective buyers or renters. Before entering the Premises for any of the purposes under this paragraph, Landlord will make a reasonable effort to notify Tenant, provided, however, that in case of an emergency

affecting highway safety (the existence of which will be determined solely by Landlord), if Tenant is not present to permit entry onto the Premises, Landlord or its representatives may enter without notice to Tenant, and for such entry Landlord or its representatives will not be liable to Tenant.

12. ADJACENT HIGHWAY FACILITY. Tenant shall not permit the storage of any substance or material on the Premises which may create a fire hazard to the adjacent highway facility (including any overhead bridge and its structural supports). If Landlord determines that Tenant is using the Premises in such a way as to create a danger to the adjacent highway facility or the traveling public thereon, and if, upon receiving notice, Tenant does not immediately remedy the danger to the satisfaction of Landlord, then Landlord may immediately cancel this Lease and take possession of the Premises. Any requirement for giving notice of cancellation set out elsewhere in this Lease will not apply to cancellation under this section. Unearned rent paid by Tenant will be returned.

If a part of the Premises is situate under or adjacent to a highway bridge, Tenant acknowledges that Landlord's plowing and sweeping of the bridge may cause snow, ice, sand, or road sweepings to be pushed off the sides of the bridge or otherwise expelled off the bridge, falling onto the Premises. Tenant agrees that this risk is specifically included in the Tenant's indemnification and release of Landlord appearing elsewhere in this Lease.

13. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or sublet the Premises.

14. CIVIL RIGHTS ACT. The Tenant for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Premises described in this Lease for a purpose for which a Landlord activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Tenant will maintain and operate such improvements in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency (LEP) will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.

15. DEFAULT BY TENANT - LANDLORD'S REMEDIES. The following occurrences are "events of default":

(a) Tenant defaults in the due and punctual payment of rent, and such default continues for five (5) days after notice from Landlord; however, Tenant will not be entitled to more than one notice for default in payment of rent during any twelve month period, and if, within twelve months after any such notice, any rent is not paid when due, an event of default shall have occurred without further notice.

(b) Tenant breaches any of the other agreements, terms, covenants, or conditions which this Lease requires Tenant to perform, and such breach continues for a period of thirty (30) days after notice by Landlord to Tenant.

At any time after the occurrence of either of the above events of default, Landlord may terminate this Lease upon giving written notice to Tenant and may then re-enter and take possession of the Premises in such manner as allowed or provided by law. Tenant shall pay Landlord all costs and expenses, including attorney's fees, in any successful action brought by Landlord to recover unpaid rent, or to recover damages for breach of any of the other covenants, agreements, terms, or conditions which this Lease requires Tenant to perform, or to recover possession of the Premises.

16. **HOLDING OVER.** If Tenant remains in possession of the Premises after the end of this Lease with the consent of Landlord, express or implied, Tenant shall occupy the Premises as a Tenant from month to month, subject to all conditions, provisions, and obligations of this Lease in effect on the last day of the term.

17. **MOVING OUT.** At the expiration or sooner termination of this Lease, Tenant shall leave the Premises in as good condition as when delivered to Tenant (except for ordinary wear and any loss covered by insurance payment to Landlord).

18. **SALE OR TRANSFER OF PREMISES.** If Landlord sells or transfers the Premises, Landlord's liability for the performance of its covenants under this Lease shall end on the date of the sale or transfer, and Tenant shall look solely to the purchaser or transferee for the performance of those covenants.

19. **RELOCATION ASSISTANCE:** Persons, businesses, farms, non-profit organizations, and other entities (hereinafter collectively referred to as Tenant) displaced by cancellation or termination of this Lease, or by moving out prior to cancellation or termination of this Lease, are not classified as "displaced persons" and are **not** eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and its amendments. By signing this Lease, TENANT acknowledges and agrees that they are not a displaced person.

20. HAZARDOUS SUBSTANCES OR POLLUTANTS OR CONTAMINANTS. Tenant shall not cause or permit any hazardous substance or pollutant or contaminant to be used, generated, stored or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors or invitees. If the Tenant causes or allows the Premises to become contaminated in any manner by hazardous substances or pollutants or contaminants, during the term of this Lease, Tenant shall indemnify and hold harmless the Landlord in accordance with Section 8 of this Lease. This indemnification is intended to, and shall, survive the termination of this Lease. Without limitation of the foregoing, if Tenant causes or permits the presence of any hazardous substance or pollutant or contaminant on the Premises, and that presence results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions approved by the Landlord to return the Premises to a condition that is in accordance with all applicable Federal, State and Local regulations.

21. ADDITIONAL AGREEMENTS

22. ENTIRE AGREEMENT. This Lease contains the entire agreement between Landlord and Tenant with respect to its subject matter and may be amended only by subsequent written agreement between them. Except for those which are set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to one another with respect to this Lease.

TENANT
Hastings Public Schools Independent
School District 200

Signature _____

Print Name _____

Title _____ Date _____

Signature _____

Print Name _____

Title _____ Date _____

LANDLORD, STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
COMMISSIONER OF TRANSPORTATION

By _____

Date _____

Approved as to form and execution

OFFICE OF CONTRACT MANAGEMENT

By _____

Title _____

Date _____

Exhibit A

MN

10TH STREET

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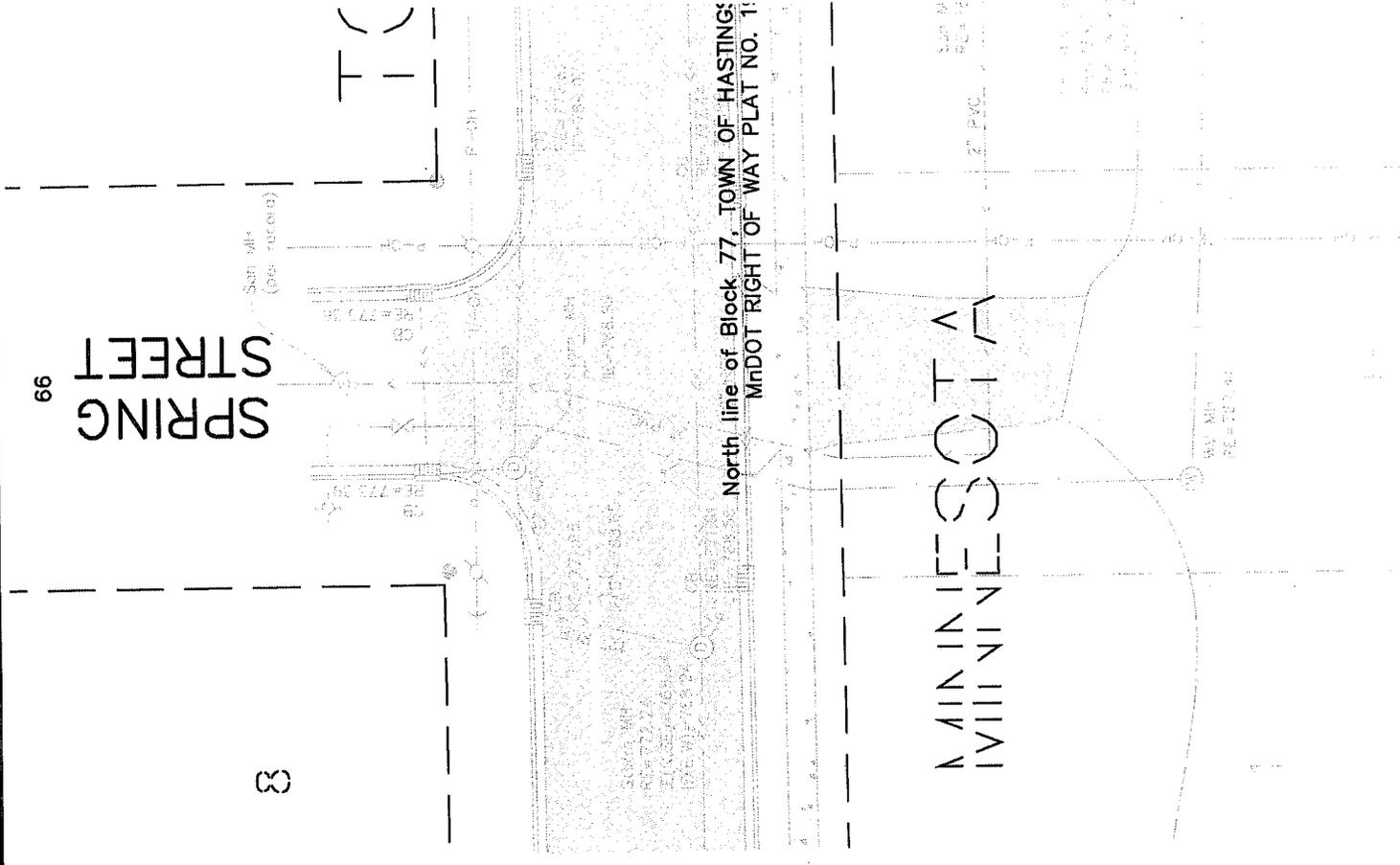
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PROPOSED CONVEYANCE DESCRIPTION:

That part of Lots 3, 5, and 6, Block 77, and that part of the alley adjacent to said Lots 3, 5, and 6, Block 77, TOWN OF HASTINGS, Dakota County, Minnesota, described as follows:

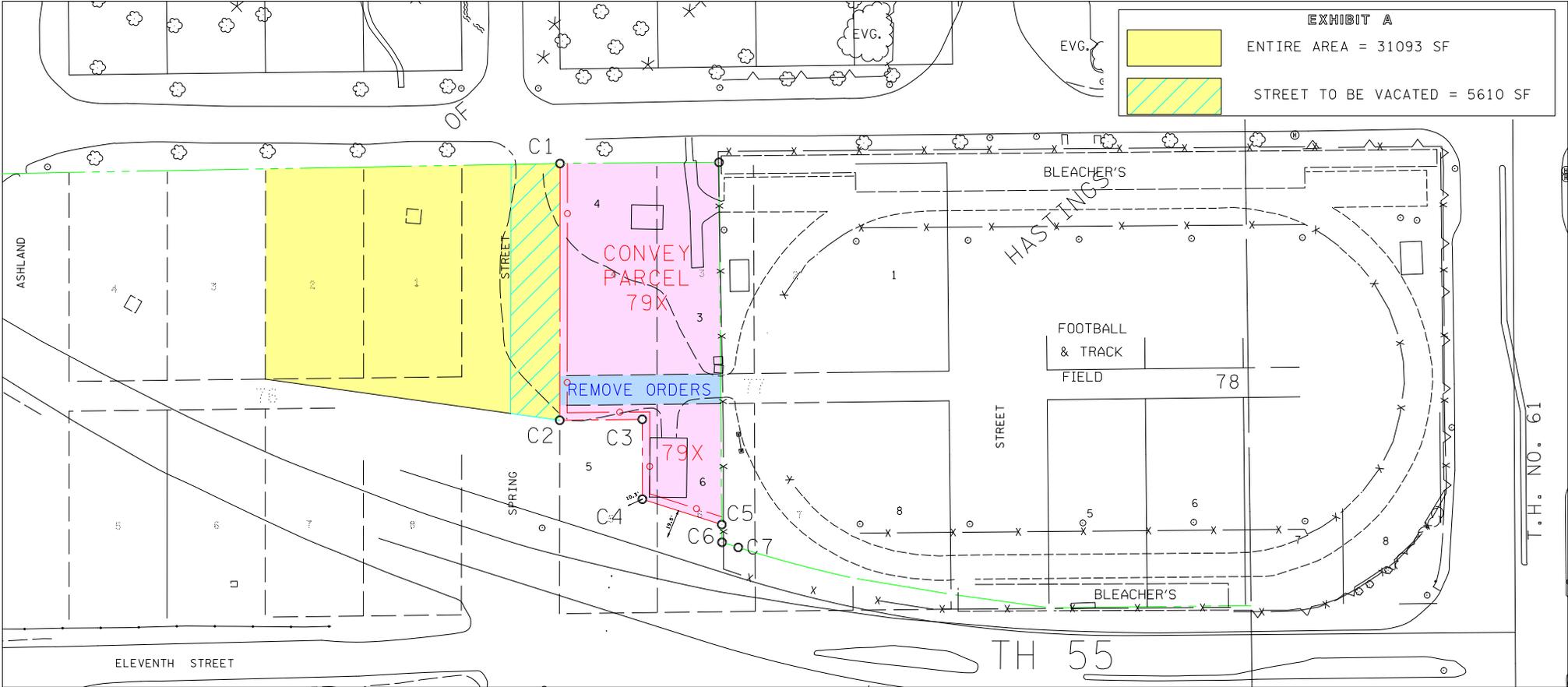
Commencing at the Northeast corner of Lot 2, said Block 77, TOWN OF HASTINGS, also known as Right of Way Boundary Corner No. B9 on MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-83; thence South 89 degrees 36 minutes 17 seconds West, assumed bearing along the North line of said Lots 2 and 3, a distance of 89.69 feet; thence South 00 degrees 26 minutes 56 seconds East, a distance of 37.28 feet to the point of beginning of the land to be described; thence South 88 degrees 20 minutes 39 seconds West, a distance of 12.50 feet; thence South 01 degrees 29 minutes 22 seconds East, a distance of 61.28 feet; thence South 88 degrees 32 minutes 34 seconds West, a distance of 22.04 feet; thence South 00 degrees 08 minutes 45 seconds East, a distance of 54.75 feet; thence South 89 degrees 51 minutes 15 seconds West, a distance of 71.41 feet; thence South 00 degrees 08 minutes 45 seconds East, a distance of 12.00 feet; thence North 89 degrees 51 minutes 15 seconds East, a distance of 55.47 feet; thence South 00 degrees 26 minutes 56 seconds East, a distance of 59.46 feet; thence North 89 degrees 33 minutes 04 seconds East, a distance of 49.72 feet to the intersection with a line which bears South 00 degrees 26 minutes 56 seconds East from the point of beginning; thence North 00 degrees 26 minutes 56 seconds West, a distance of 188.05 feet to the point of beginning.



PROPOSED CONVEYANCE DESCRIPTION:

That part of Lots 3, 5, and 6, Block 77, and that part of the alley adjacent to said Lots 3, 5, and 6, Block 77, TOWN OF HASTINGS, Dakota County, Minnesota, described as follows:

Commencing at the Northeast corner of Lot 2, said Block 77, TOWN OF HASTINGS, also known as Right of Way Boundary Corner No. B9 on MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-83; thence South 89 degrees 36 minutes 17 seconds West, assumed bearing along the North line of said Lots 2 and 3, a distance of 89.69 feet; thence South 00 degrees 26 minutes 56 seconds East, a distance of 37.28 feet to the point of beginning of the land to be described; thence South 88 degrees 20 minutes 39 seconds West, a distance of 12.50 feet; thence South 01 degrees 29 minutes 22 seconds East, a distance of 61.28 feet; thence South 88 degrees 32 minutes 34 seconds West, a distance of 22.04 feet; thence South 00 degrees 08 minutes 45 seconds East, a distance of 54.75 feet; thence South 89 degrees 51 minutes 15 seconds West, a distance of 71.41 feet; thence South 00 degrees 08 minutes 45 seconds East, a distance of 12.00 feet; thence North 89 degrees 51 minutes 15 seconds East, a distance of 55.47 feet; thence South 00 degrees 26 minutes 56 seconds East, a distance of 59.46 feet; thence North 89 degrees 33 minutes 04 seconds East, a distance of 49.72 feet to the intersection with a line which bears South 00 degrees 26 minutes 56 seconds East from the point of beginning; thence North 00 degrees 26 minutes 56 seconds West, a distance of 188.05 feet to the point of beginning.



Minnesota Department of Transportation
Metro District
1500 W. County Road B2
Roseville, MN 55113
651-234-7577

PARCEL: 1910 (55=053) 321 0078AX LEASE NO. 19018
MnDOT
Contract NO.

COMMERCIAL LEASE

THIS LEASE is made between the State of Minnesota, Department of Transportation ("Landlord"), and Hastings Public Schools Independent School District 200 ("Tenant").

Mail lease to: Hastings Public Schools Independent School District 200
1000 11th Street West
Hastings, MN 55033

IT IS AGREED:

1. In consideration of payment of the rent hereinafter specified to be paid by Tenant, and the covenants and agreements herein contained, Landlord hereby leases to Tenant that certain property ("Premises") in the County of Dakota, State of Minnesota, described as follows:

Location of Premises: adjacent to 10th Street & Vermillion Street, a portion of the area commonly known as Todd Field as shown on Exhibit A attached hereto and by this reference incorporated herein.

This Lease includes improvements, if any, and is in effect for the term of five (5) years commencing on December 1, 2019 and continuing through November 30, 2024, with the right of termination in both Landlord and Tenant as hereinafter set forth.

2. RENT. Tenant shall pay to Landlord as rent for the Premises the sum of Forty Four Thousand Five Hundred Eighty Dollars and no/100 (\$44,580.00) in sixty equal monthly payments of Seven Hundred Forty Three Dollars and no/100 (\$743.00) in advance on the first day of each month during the term of this Lease.

Rent payments are to be mailed or delivered to Landlord's finance office as follows:

Department of Transportation
Office of Financial Management
Accounting Department
395 John Ireland Boulevard - Mailstop 215
St. Paul, Minnesota 55155

Make checks payable to:
Commissioner of Transportation

3. USE OF PREMISES. Tenant shall use the Premises for the following purpose only: a paved parking lot for public use and for no other use whatsoever.

It shall be the sole responsibility of Tenant to comply with all laws, regulations, or ordinances imposed by any jurisdiction governing the use of the Premises. Failure to comply will not relieve Tenant of the obligation to pay rent. Tenant's use of the Premises must not interfere with the public's use of any adjacent highway.

Tenant at its sole cost and expense, agrees to comply with, and provide and maintain the Premises in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with the Premises including the Americans with Disabilities Act ("ADA"). If the Premises are not in compliance with the ADA or other applicable laws Landlord may enter the Premises and perform such obligation without liability to Tenant for any loss or damage to Tenant thereby incurred, and Tenant shall pay Landlord for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of Landlord's invoice.

Signs or displays will be restricted to those indicating proprietorship and type of activities conducted on the Premises, and will be subject to regulation by Landlord and the Federal Highway Administration as to number, size, location, and design.

Tenant may not charge for public parking on the Premises.

4. MAINTENANCE AND REPAIRS. Tenant shall keep the Premises in good condition at Tenant's own expense, and shall not call on Landlord to make any improvements or repairs.

5. CHARGES AND EXPENSES. Tenant shall pay when due all utility charges and any other charges or expenses connected with Tenant's use of the Premises.

6. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when served personally on Landlord or Tenant, or when made in writing and deposited in the United States Mail and addressed as follows: To Tenant at the mailing address above stated and to Landlord, Department of Transportation, Office of Land Management, Transportation Metro District - 1500 W. County Road B2, Roseville, MN 55113. The address to which notices are mailed may be changed by written notice given by either party to the other.

7. CANCELLATION. This Lease shall be subject to cancellation by either party at any time during the term hereof by giving the other party notice in writing at least thirty (30) days prior to the date when the cancellation will become effective. Furthermore, this Lease shall be subject to cancellation by Landlord if the Premises become needed for highway purposes (as determined solely by Landlord) by giving Tenant notice in writing at least thirty (30) days prior

to the date when the cancellation will become effective. In the event of cancellation any unearned rent paid by Tenant will be returned.

Tenant hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this Lease by Landlord, including any cancellation or termination for highway purposes (as determined solely by the Landlord). Tenant agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the Lease. Tenant agrees not to sue or institute any legal action against Landlord based upon any of the claims released in this paragraph.

8. INDEMNIFICATION AND RELEASE. Notwithstanding anything to the contrary in this Lease, Tenant shall indemnify, hold harmless, release and defend Landlord (with the approval of the State's Office of the Attorney General) Landlord and Landlord's employees from and against all claims, demands, and causes of action for injury to or death of persons or loss of or damage to property (including Tenant and Tenant's property) occurring on the Premises and connected with Tenant's use and occupancy of the Premises, regardless of whether such injury, death, loss, or damage is caused in part by:

- (i) the negligence of Landlord or
- (ii) is deemed to be the responsibility of Landlord,

because of its failure to supervise, inspect, or control the operations of Tenant or otherwise discover or prevent actions or operations of Tenant giving rise to liability to any person.

If any negligence or responsibility of Landlord is unrelated to Tenant's occupancy or use of the Premises, Tenant will not be obligated to indemnify and hold harmless as set forth above.

Landlord's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. §3.736.

9. INSURANCE. Prior to execution of this Lease by Landlord, the Tenant shall provide Landlord with a properly executed certificate(s) of insurance which shall clearly evidence the insurance required below.

9.1 Tenant shall maintain during the full term of this Lease commercial general liability insurance or equivalent form including Premises-Operations Liability, Products/Completed Operations Liability (if applicable), Contractual Liability, and Fire Legal Liability with a limit of not less than \$2,000,000 each occurrence. If such insurance contains a general aggregate limit, it will be equal to or greater than \$2,000,000 and apply separately to this Lease.

- 9.2 The insurance shall name the State of Minnesota as an Additional Insured with respect to performance of the Lease.
- 9.3 This insurance shall be primary with respect to any insurance or self-insurance programs covering Landlord, its officers and employees.
- 9.4 Tenant shall maintain during the full term of this Lease workers' compensation insurance with statutory limits and employers' liability insurance with limits not less than \$100,000 bodily injury by disease per employee, \$500,000 bodily injury by disease aggregate and \$100,000 bodily injury by accident.

If Minnesota Statute 176.041 exempts Tenant from Workers' compensation insurance or if the Tenant has no employees in the State of Minnesota, Tenant must provide a written statement, signed by the authorized signer of the contract, stating the qualifying exemption that excludes Tenant from MN Workers' Compensation requirements.

If during the course of the contract the Tenant becomes eligible for Workers' Compensation, the Tenant must comply with the Worker's Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

If Tenant receives a cancellation notice from an insurance carrier affording coverage herein Tenant agrees to notify the Landlord within five (5) business days with a copy of the cancellation notice, unless Tenant's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the Landlord.

An Umbrella or Excess Liability insurance policy may be used to supplement the policy limit to satisfy the full policy limits required by the Lease.

10. FIRE INSURANCE. Tenant shall not be required to keep the Premises insured against fire and extended coverage loss. Tenant shall make no claim against Landlord arising out of any loss to the Premises

11. RIGHT TO ENTER. Tenant shall allow Landlord and Landlord's contractors and authorized licensees to enter upon the Premises for any of the following purposes: to survey the land, to take soil borings, to perform utility relocation or repair work, or to perform any other work which is preparatory to a highway construction project; also to make emergency repairs required for highway safety. If there is a bridge above or adjacent to any part of the Premises, Tenant shall allow Landlord to enter upon the Premises to inspect, maintain, and repair the bridge and its structural supports. If any of these operations substantially restrict the Tenant's use of the premises, rent will be reduced proportional to the restricted use of the Premises during the period of the restricted use. The reduction (or abatement) of rent will be Tenant's only claim against Landlord based on such restriction (or abatement) of use. Tenant

shall allow Landlord to inspect the Premises and to show the Premises by appointment to prospective buyers or renters. Before entering the Premises for any of the purposes under this paragraph, Landlord will make a reasonable effort to notify Tenant, provided, however, that in case of an emergency affecting highway safety (the existence of which will be determined solely by Landlord), if Tenant is not present to permit entry onto the Premises, Landlord or its representatives may enter without notice to Tenant, and for such entry Landlord or its representatives will not be liable to Tenant.

12. ADJACENT HIGHWAY FACILITY. Tenant shall not permit the storage of any substance or material on the Premises which may create a fire hazard to the adjacent highway facility (including any overhead bridge and its structural supports). If Landlord determines that Tenant is using the Premises in such a way as to create a danger to the adjacent highway facility or the traveling public thereon, and if, upon receiving notice, Tenant does not immediately remedy the danger to the satisfaction of Landlord, then Landlord may immediately cancel this Lease and take possession of the Premises. Any requirement for giving notice of cancellation set out elsewhere in this Lease will not apply to cancellation under this section. Unearned rent paid by Tenant will be returned.

If a part of the Premises is situate under or adjacent to a highway bridge, Tenant acknowledges that Landlord's plowing and sweeping of the bridge may cause snow, ice, sand, or road sweepings to be pushed off the sides of the bridge or otherwise expelled off the bridge, falling onto the Premises. Tenant agrees that this risk is specifically included in the Tenant's indemnification and release of Landlord appearing elsewhere in this Lease.

13. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or sublet the Premises.

14. CIVIL RIGHTS ACT. The Tenant for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Premises described in this Lease for a purpose for which a Landlord activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Tenant will maintain and operate such improvements in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency (LEP) will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.

15. DEFAULT BY TENANT - LANDLORD'S REMEDIES. The following occurrences are "events of default":

(a) Tenant defaults in the due and punctual payment of rent, and such default continues for five (5) days after notice from Landlord; however, Tenant will not be entitled to more than one notice for default in payment of rent during any twelve month period, and if, within twelve months after any such notice, any rent is not paid when due, an event of default shall have occurred without further notice.

(b) Tenant breaches any of the other agreements, terms, covenants, or conditions which this Lease requires Tenant to perform, and such breach continues for a period of thirty (30) days after notice by Landlord to Tenant.

At any time after the occurrence of either of the above events of default, Landlord may terminate this Lease upon giving written notice to Tenant and may then re-enter and take possession of the Premises in such manner as allowed or provided by law. Tenant shall pay Landlord all costs and expenses, including attorney's fees, in any successful action brought by Landlord to recover unpaid rent, or to recover damages for breach of any of the other covenants, agreements, terms, or conditions which this Lease requires Tenant to perform, or to recover possession of the Premises.

16. HOLDING OVER. If Tenant remains in possession of the Premises after the end of this Lease with the consent of Landlord, express or implied, Tenant shall occupy the Premises as a Tenant from month to month, subject to all conditions, provisions, and obligations of this Lease in effect on the last day of the term.

17. MOVING OUT. At the expiration or sooner termination of this Lease, Tenant shall leave the Premises in as good condition as when delivered to Tenant (except for ordinary wear and any loss covered by insurance payment to Landlord).

18. SALE OR TRANSFER OF PREMISES. If Landlord sells or transfers the Premises, Landlord's liability for the performance of its covenants under this Lease shall end on the date of the sale or transfer, and Tenant shall look solely to the purchaser or transferee for the performance of those covenants.

19. RELOCATION ASSISTANCE: Persons, businesses, farms, non-profit organizations, and other entities (hereinafter collectively referred to as Tenant) displaced by cancellation or termination of this Lease, or by moving out prior to cancellation or termination of this Lease, are not classified as "displaced persons" and are **not** eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and its

amendments. By signing this Lease, TENANT acknowledges and agrees that they are not a displaced person.

20. HAZARDOUS SUBSTANCES OR POLLUTANTS OR CONTAMINANTS. Tenant shall not cause or permit any hazardous substance or pollutant or contaminant to be used, generated, stored or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors or invitees. If the Tenant causes or allows the Premises to become contaminated in any manner by hazardous substances or pollutants or contaminants, during the term of this Lease, Tenant shall indemnify and hold harmless the Landlord in accordance with Section 8 of this Lease. This indemnification is intended to, and shall, survive the termination of this Lease. Without limitation of the foregoing, if Tenant causes or permits the presence of any hazardous substance or pollutant or contaminant on the Premises, and that presence results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions approved by the Landlord to return the Premises to a condition that is in accordance with all applicable Federal, State and Local regulations.

21. ADDITIONAL AGREEMENTS.

22. ENTIRE AGREEMENT. This Lease contains the entire agreement between Landlord and Tenant with respect to its subject matter and may be amended only by subsequent written agreement between them. Except for those which are set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to one another with respect to this Lease.

TENANT
Hastings Public Schools Independent
School District 200

Signature_____

Print Name_____

Title_____ Date_____

Signature_____

Print Name_____

Title_____ Date_____

LANDLORD, STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
COMMISSIONER OF TRANSPORTATION

By _____
Lynn P. Clarkowski, P.E.
Metro Program Delivery Engineer

Date _____

Approved as to form and execution

OFFICE OF CONTRACT MANAGEMENT

By _____

Title _____

Date _____



To: Superintendent Jeff Pesta

From: Kyle Edsten | KE

Date: February 21, 2020

Comm. No: 192192

Subject: Independent School District #200
Hastings High School 2020 Parking Lot Upgrade

Per our discussion on February 19, 2020, we have provided construction estimates for possible parking lot options in partnership with our Civil Engineer. Based on our discussions with Nininger Township, either a gravel or bituminous parking lot will be acceptable. As a reminder, the original construction budget for this project included in the 2017 referendum is \$335,200. Attached Exhibit A is the parking lot diagram from referendum planning.

Option 1: New Gravel Parking Lot with 129 Parking Stalls

Refer to attached Exhibit B. Option 1 is estimated to be within original construction budget.

Estimated Construction Cost: \$333,800

Option 2: New Bituminous Curb and Gutter Parking Lot with 129 Parking Stalls

Refer to attached Exhibit B. Option 2 is estimated to exceed the original construction budget. Note: New parking lot could be paved in the future if desired.

Estimated Construction Cost: \$481,600

Option 3: New Bituminous Curb and Gutter Parking Lot with 52 Parking Stalls

Refer to attached Exhibit C. Option 3 is estimated to be within original construction budget.

Estimated Construction Cost: \$279,400

Attachments

cc: Jennifer Seubert, ISD #200
Scott McQueen, Wold
Douglas Kahl, Wold

CM/MN/ISD_200/192192/crsp/feb20

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101
woldae.com | 651 227 7773

**PLANNERS
ARCHITECTS
ENGINEERS**

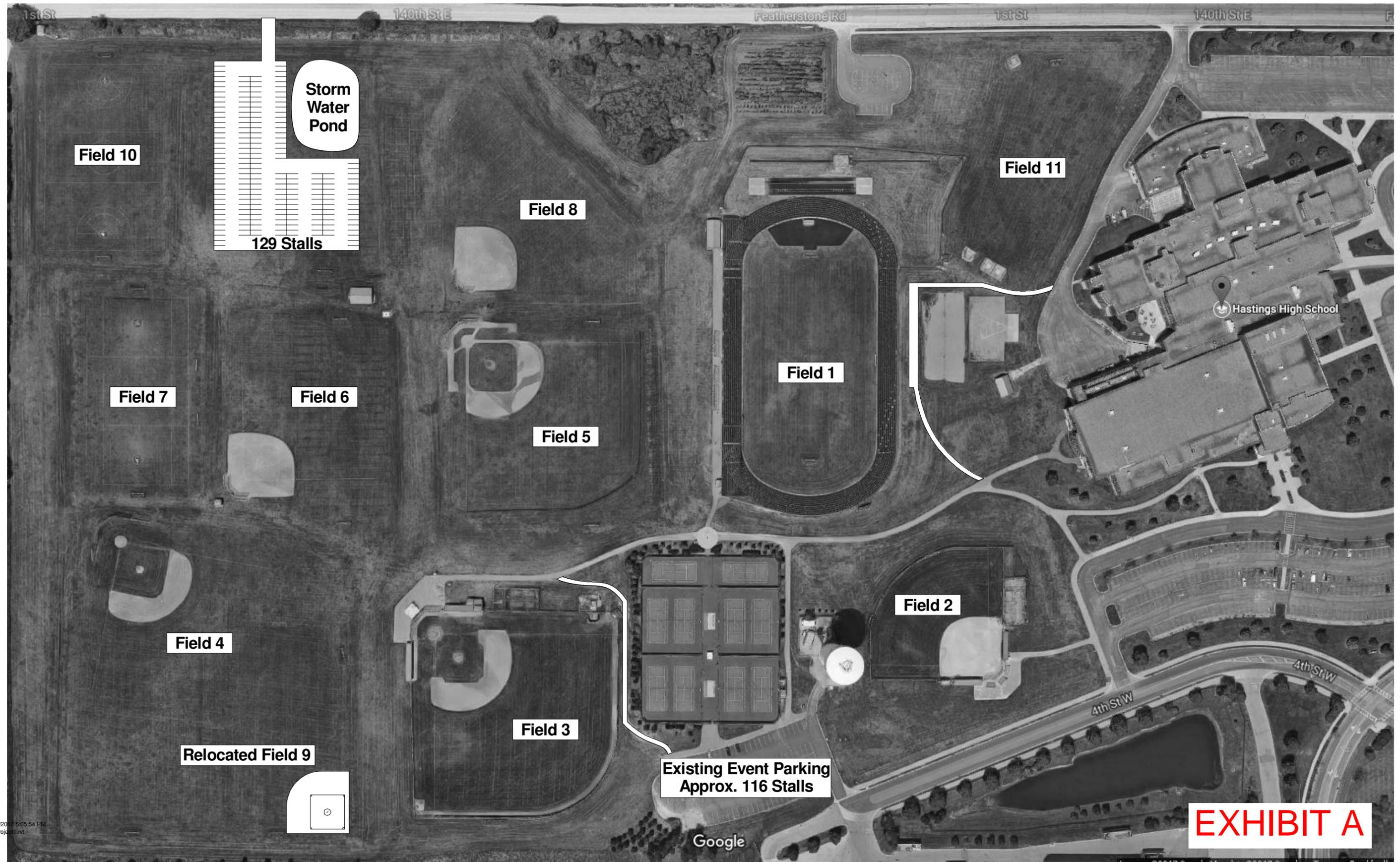


EXHIBIT A

1 2 3 4 5 6 7 8 9 10

A

B

C

D

E

F

G

H



ISD #200: HASTINGS
PUBLIC SCHOOLS
1000 11th Street West
Hastings, MN 55033



WOLD ARCHITECTS
AND ENGINEERS
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101
woldac.com | 651.227.7773

ANDERSON-JOHNSON
ASSOCIATES, INC. **AJA**
LANDSCAPE ARCHITECTURE • SITE PLANNING • CIVIL ENGINEERING
225 GRAND VILLAGE DRIVE, SUITE 200 • MINNEAPOLIS, MN 55425
P. 612.337.2000 • F. 612.337.2001

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed under the laws of the State of MINNESOTA

Registration Number XXXXX Date XX/XX/XXXX

Description	Revisions	
	Date	Num

Comm: _____
Date: 11/26/2019
Drawn: MET
Check: DAR

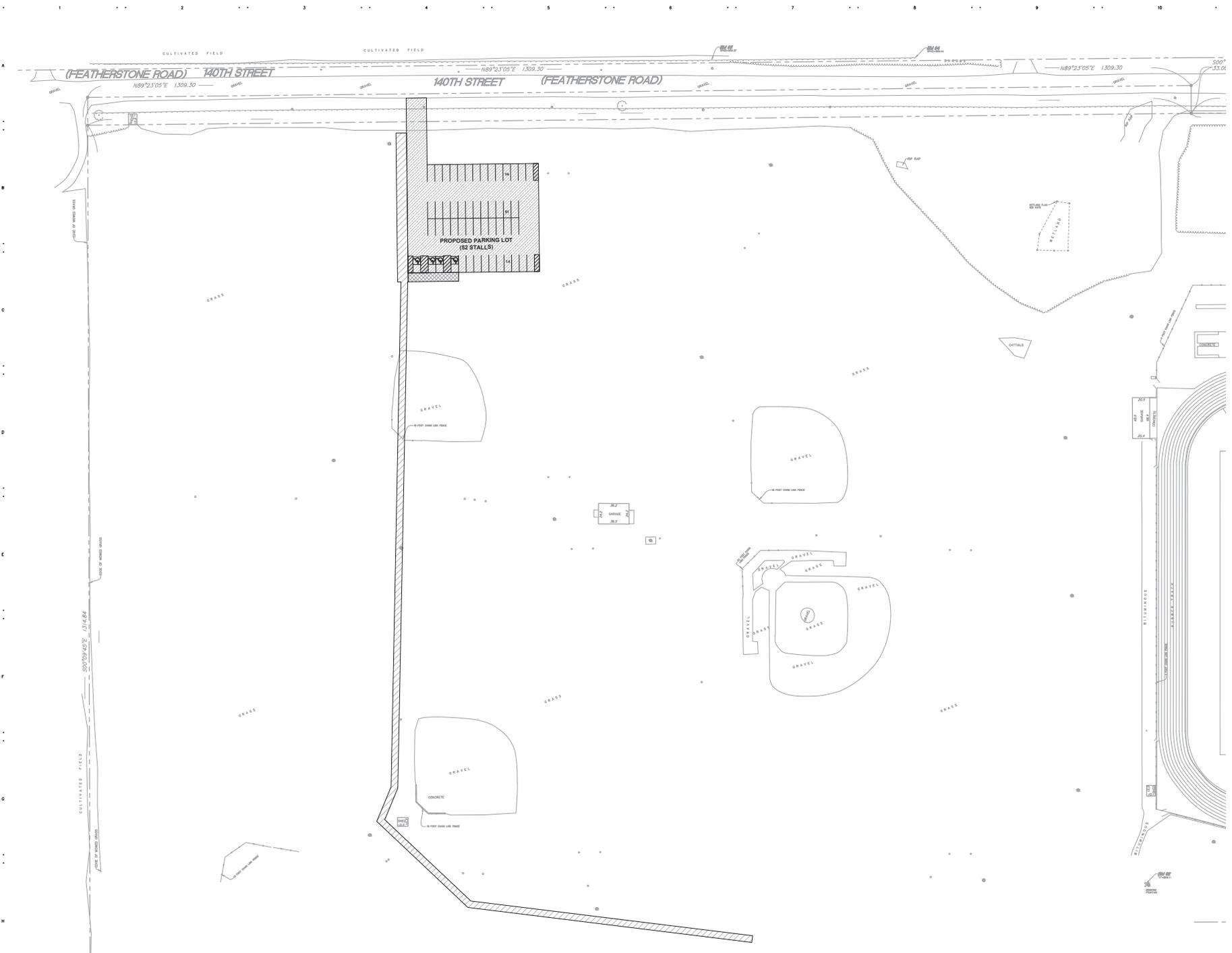


SITE PLAN

Scale: 1" = 40'
EXHIBIT B
C1.21

MN

C



**ISD #200: HASTINGS
PUBLIC SCHOOLS**
1000 11th Street West
Hastings, MN 55033



**WOLD ARCHITECTS
AND ENGINEERS**
312 Minnesota Street, Suite 5000
Saint Paul, MN 55101
wold.com | 651.221.7773

**ANDERSON - JOHNSON
ASSOCIATES, P.C.**
ARCHITECTS AND ENGINEERS
1000 11th Street West, Suite 5000
Saint Paul, MN 55101
ajassociates.com | 651.221.7773

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of MINNESOTA

Registration Number	XXXXX	Class	REGISTERED
Description	Position	Date	Initials

Client: _____
Date: 11/26/2019
Drawn: MET
Check: DAR



SITE PLAN

Scale: 1" = 40'

C1.21

EXHIBIT C



PROJECT BIDDING SCHEDULE

**Administrative Group on Facilities
Hastings District Office
Wednesday, January 19, 2020
10:00 a.m.**

TILDEN DEFERRED MAINTENANCE

ISSUE: Friday, February 28

ADD #1: Monday, March 9

ADD #2: Monday, March 16

BID: Tuesday, March 24

AWARD: Wednesday, March 25

HASTINGS HIGH SCHOOL PARKING LOT

ISSUE: Monday, March 16

ADD #1: Monday, March 23

ADD #2: Monday, March 30

BID: Tuesday, April 7

AWARD: Wednesday, April 22*

PINECREST DEFERRED MAINTENANCE

ISSUE: Monday, March 16

ADD #1: Monday, March 23

ADD #2: Monday, March 30

BID: Thursday, April 9

AWARD: Wednesday, April 22*

PINECREST ROOF REPLACEMENT

ISSUE: Monday, March 16

ADD #1: Monday, March 23

ADD #2: Monday, March 30

BID: Thursday, April 9

AWARD: Wednesday, April 22*

EARLY CHILDHOOD IMPROVEMENTS

ISSUE: Friday, March 27

ADD #1: Tuesday, April 7

ADD #2: Tuesday, April 14

BID: Tuesday, April 21

AWARD: Wednesday, April 22

*Perhaps sooner with a special board meeting?



Hastings Public School District
ISD #200

MSBA/MASA Model Policy 203.2
Orig. 1997
Rev. 2007

203.2 ORDER OF THE REGULAR SCHOOL BOARD MEETING

I. PURPOSE

The purpose of this policy is to ensure consistency in the order of business at regular school board meetings.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school board to consider matters that come before it in a consistent and orderly manner.

III. ORDER

A. The school board shall conduct an orderly school board meeting. The school board will, at all regular school board meetings, follow an agenda order similar to:

1. Call to order.
2. Approval of agenda, table agenda, and minutes.
3. Recognition of visitors, correspondence, and public comment.
4. Items for discussion.
5. Reports.
6. Action Items.
7. Future Meetings.
8. Adjournment.

[Note: The school board should incorporate its preferred order of business into this policy.]

- B. Items in this order may be considered as part of a consent agenda.
- C. The school board may depart from the order of business with the consent of the majority of members present.

Legal References: Minn. Stat. § 123B.09, Subd. 7 (School Board Powers)

Cross References: MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)
MSBA/MASA Model Policy 203.5 (School Board Meeting Agenda)
MSBA/MASA Model Policy 203.6 (Consent Agendas)

Policy Reviewed: 02.19.2020

Policy Adopted:

Policy Revised: 02.21.2020



Hastings Public School District
ISD #200

MSBA/MASA Model Policy 203.6
Orig. 1997
Rev. 1999

203.6 CONSENT AGENDAS

I. PURPOSE

The purpose of this policy is to allow the use of a consent agenda.

II. GENERAL STATEMENT OF POLICY

In order for a more efficient administration of school board meetings, the school board may elect to use a consent agenda for the passage of noncontroversial items or items of a similar nature.

III. CONSENT AGENDAS

- A. The superintendent, in consultation with the school board chair, may place items on the consent agenda. By using a consent agenda, the school board has consented to the consideration of certain items as a group under one motion. Should a consent agenda be used, an appropriate amount of discussion time will be allowed to review any item upon request.
- B. Consent items are those which usually do not require discussion or explanation prior to school board action, are noncontroversial and/or similar in content, or are those items which have already been discussed and/or explained and do not require further discussion or explanation. Such agenda items might include ministerial tasks such as, but not limited to, the approval of the agenda, approval of previous minutes, approval of bills, approval of reports, etc. These items might also include similar groups of decisions such as, but not limited to, approval of staff contracts, approval of maintenance details for the school district buildings and grounds or approval of various schedules.
- C. Items shall be removed from the consent agenda by a timely request by an individual school board member for independent consideration. A request is timely if made prior to the vote on the consent agenda. The request does not require a second or a vote by the school board. An item removed from the consent agenda will then be discussed and acted on separately immediately following the consideration of the consent agenda.

- D. Consent agenda items are approved en masse by one vote of the school board. The consent agenda items shall be separately recorded in the minutes.

Legal References: Minn. Stat. § 123B.09, Subd. 7 (School Board Powers)

Cross References: MSBA/MASA Model Policy 203.2 (Order of the Regular School Board Meeting)
MSBA/MASA Model Policy 203.5 (School Board Meeting Agenda)
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)

Policy Reviewed: 02.19.2020

Policy Adopted:

Policy Revised:



Hastings Public School District
ISD #200

MSBA/MASA Model Policy 206
Orig. 1995
Rev. 2017

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school board is to encourage discussion by persons of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free discussion by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

III. DEFINITIONS

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

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added

remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

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

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

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

on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

IV. RIGHTS TO PRIVACY

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. Right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
 2. Right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
 3. Right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
 4. Right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. Right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
 2. Right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
 3. Right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

V. THE PUBLIC'S OPPORTUNITY TO BE HEARD

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

VI. PROCEDURES FOR REQUESTING TO ADDRESS BOARD

A. Agenda Items

1. Citizens who wish to address the school board on an agenda item may speak during the public comment period in accordance with the Policy 206 addendum.
2. The school board chair will recognize one speaker at a time, and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, school board, or the proceedings may be directed to leave.
3. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
4. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
5. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
6. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
7. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.

B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse,

discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.

3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

C. School Board Listening Sessions

There will be at least two school board members available fifteen minutes prior to the start of each Regular Board Meeting or Work Session. This time is for citizens who wish to have a subject discussed that is or is not on the Regular Board Agenda.

D. No Board Action at Same Meeting

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

VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)
Minn. Stat. § 13D.05 (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)
Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)

Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)
Minn. Stat. § 122A.44 (Contracting with Teachers)
Minn. Stat. § 123B.02, Subd. 14 (Employees; Contracts for Services)
Minn. Stat. § 123B.143, Subd. 2 (Disclose Past Buyouts or Contract is Void)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
Minn. Op. Atty. Gen. 852 (July 14, 2006)

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

Policy Reviewed: 02.19.2020

Policy Adopted:

Policy Revised: 02.21.2020



Hastings Public School District
ISD #200

MSBA/MASA Model Policy 208
Orig. 1995
Rev. 2015

208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES

[Note: The provisions of this policy are recommendations. The procedures for policy development, adoption, and implementation are not specifically provided by statute.]

I. PURPOSE

The purpose of this policy is to emphasize the importance of the policy-making role of the school board and provide the means for it to continue to be an ongoing effort.

II. GENERAL STATEMENT OF POLICY

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, efficient, and consistent manner. A set of written policy statements shall be maintained and modified as needed. Policies should define the desire and intent of the school board and should be in a form which is sufficiently explicit to guide administrative action.

III. DEVELOPMENT OF POLICY

- A. The school board has jurisdiction to legislate policy for the school district with the force and effect of law. School board policy provides the general direction as to what the school board wishes to accomplish while delegating implementation of policy to the administration.
- B. The school board's written policies provide guidelines and goals to the school community. The policies shall be the basis for the formulation of guidelines and directives by the administration. The school board shall determine the effectiveness of the policies by evaluating periodic reports from the administration.
- C. Policies may be proposed by a school board member, employee, student or resident of the school district. Proposed policies or ideas shall be submitted to the superintendent for review prior to possible placement on the school board agenda.

IV. ADOPTION OF POLICY

- A. The school board shall give notice of proposed policy changes or adoption of new

policies by placing the item on the agenda of two school board meetings. The proposals shall be distributed and public comment will be allowed at both meetings prior to final school board action. **The Board may vote after the second policy reading.**

- B. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the school board at a subsequent meeting after the meetings at which public input was received. The policy will be effective on the later of the date of passage or the date stated in the motion.
- C. In the case of an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The emergency policy shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency situation.
- D. If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

V. IMPLEMENTATION OF POLICY

- A. The superintendent shall be responsible for implementing school board policies, other than the policies that cover how the school board will operate. The superintendent shall develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval by the school board.

[Note: These policies are found in the 200 Series of the MSBA/MASA Policy Reference Manual.]

- B. **All School Board policies will be posted on the official district website.** Each school board member shall have access to this policy manual. A copy shall be placed in the office of each school attendance center. **A physical copy of the policy manual will be maintained at the District Office** and made available for reference purposes to other interested persons.
- C. The superintendent, employees designated by the superintendent, and individual school board members shall be responsible for keeping the policy manuals current.
- D. The school board shall review policies at least once every three years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one third of the policies annually. In addition, the

school board shall review the following policies annually: 410 Family and Medical Leave Policy; 413 Harassment and Violence; 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse; 415 Mandated Reporting of Maltreatment of Vulnerable Adults; 506 Student Discipline; 514 Bullying Prohibition Policy; 522 Student Sex Nondiscrimination; 524 Internet Acceptable Use and Safety Policy; 616 School District System Accountability; and 806 Crisis Management Policy.

- E. When no school board policy exists to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the educational philosophy and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for approval.

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

Cross References: MSBA/MASA Model Policy 305 (Policy Implementation)

Policy Reviewed: 02.19.2020

Policy Adopted:

Policy Revised: 02.21.2020



2021-2022 CALENDAR

Hastings Public Schools

- Aug. 26 & 27 **No School** - New Teacher Workshop
- Aug. 30 - Sept. 1 **No School** - Teacher Workshop - *All Teachers*
- Sept. 2 **No School** - Teacher Workshop/Staff. Dev.
- Sept 3 **No School**
- Sept. 6 **No School** - Labor Day
- Sept. 7** **First Day Grades 1 - 9**
- Sept. 8** **First Day Grades 10 - 12 & Kindergarten**
- Sept. 24 **Early Release** - Staff Development
- Oct. 18 Elem. Evening Conferences
- Oct. 19 Elem./MS/HS Evening Conferences
- Oct. 20 **No School** - Elem./MS/HS Conferences
- Oct. 21 & 22 **No School** - Teacher Assc. Days
- Nov. 2 Election Day - No Public Meeting before 8 PM
- Nov. 24 **No School** - Workshop/Staff Development
- Nov. 25 & 26 **No School** - Thanksgiving Break
- Dec. 23 **Comp Day for Conferences**
- Dec. 24 - Jan 2 **No School** - Holiday Break
- Jan. 17 **No School** - Martin Luther King Day
District Staff Development
- Jan. 24 **No School** - District Workshop
- Feb. 18 **No School** - District Staff Development
- Feb. 21 **No School** - President's Day
- Mar. 1 Township Election - No Public Meeting before 8 PM
- Mar. 2 Elem. Evening Conference.
- Mar. 3 Elem/MS/HS Evening Conference.
- Mar. 4 **No School** - Elem/MS/HS Conferences
- Mar. 14 - Mar. 18 **No School** - Spring Break
- Apr. 1 & 4 **No School** - Easter break
- May 13 **Early Release** - Workshop/Staff Development
- May 30 **No School** - Memorial Day
- June 9 **Early Release** - Last Day of School K-11
- June 10 **HS Graduation**

KEY

Non-School / Teacher Contract Day

Early Release Day

Evening Conferences

Comp Day for Conferences

Non School/Non Teacher Contract Day

The days off for students will be used for teachers to engage in curriculum work, instructional delivery, assessment reporting and communication with parents.

Red Numbers = 184 Teacher Contract Days

Black Numbers = 170 Student Days

Revised 1/7/2020

July 2021 (0/184 - 0) 0					Aug. 2021 (2/184 - 2) 0				
M	T	W	Th	F	M	T	W	Th	F
			1	2	2	3	4	5	6
5	6	7	8	9	9	10	11	12	13
12	13	14	15	16	16	17	18	19	20
19	20	21	22	23	23	24	25	26	27
26	27	28	29	30	30	31			
Sept. 2021 (22/184 - 20) 18					Oct. 2021 (41/184 - 19) 18				
M	T	W	Th	F	M	T	W	Th	F
		1	2	3					1
6	7	8	9	10	4	5	6	7	8
13	14	15	16	17	11	12	13	14	15
20	21	22	23	24	18	19	20	21	22
27	28	29	30		25	26	27	28	29
Nov. 2021 (61/184 - 20) 19					Dec. 2021 (78/184 - 17) 16				
M	T	W	Th	F	M	T	W	Th	F
1	2	3	4	5			1	2	3
8	9	10	11	12	6	7	8	9	10
15	16	17	18	19	13	14	15	16	17
22	23	24	25	26	20	21	22	23	24
29	30				27	28	29	30	31
Jan. 2022 (99/184 - 21) 19					Feb. 2022 (118/184 - 19) 18				
M	T	W	Th	F	M	T	W	Th	F
3	4	5	6	7		1	2	3	4
10	11	12	13	14	7	8	9	10	11
17	18	19	20	21	14	15	16	17	18
24	25	26	27	28	21	22	23	24	25
31					28				
Mar. 2022 (136/184 - 18) 17					April 2022 (155/184 - 20) 19				
M	T	W	Th	F	M	T	W	Th	F
	1	2	3	4					1
7	8	9	10	11	4	5	6	7	8
14	15	16	17	18	11	12	13	14	15
21	22	23	24	25	18	19	20	21	22
28	29	30	31		25	26	27	28	29
May 2022 (176/184 - 21) 21					June 2022 (184/184 - 7) 7				
M	T	W	Th	F	M	T	W	Th	F
2	3	4	5	6			1	2	3
9	10	11	12	13	6	7	8	9	10
16	17	18	19	20	13	14	15	16	17
23	24	25	26	27	20	21	22	23	24
30	31				27	28	29	30	



AIA[®]

Document G701[™] – 2017

Change Order

PROJECT: *(Name and address)*
Hastings Middle School Improvements
(Commission No. 182014)
1000 Eleventh Street West
Hastings, Minnesota 55033

CONTRACT INFORMATION:
Contract For: General Construction

Date: March 27, 2019

CHANGE ORDER INFORMATION:
Change Order Number: Ten (10)

Date: February 20, 2020

OWNER: *(Name and address)*
Independent School District #200
1000 Eleventh Street West
Hastings, Minnesota 55033

ARCHITECT: *(Name and address)*
Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, Minnesota 55101

CONTRACTOR: *(Name and address)*
Corval Constructors, Inc.
1633 Eustis Street
Saint Paul, Minnesota 55108

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

CCD #1 - Phasing claim. Add \$92,714.00

TOTAL CHANGE ORDER NO. 10 ADD \$92,714.00

The original Contract Sum was	\$ 20,970,007.00
The net change by previously authorized Change Orders	\$ 694,256.51
The Contract Sum prior to this Change Order was	\$ 21,664,263.51
The Contract Sum will be increased by this Change Order in the amount of	\$ 92,714.00
The new Contract Sum including this Change Order will be	\$ 21,756,977.51

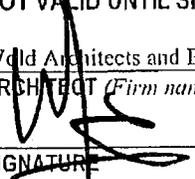
The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be 1A - August 22, 2019, 1B - August 22, 2019, 1C - November 15, 2019, 1D - December 20, 2019, 2A - August 21, 2020, 2B - August 21, 2020, 2C - October 1, 2020, 2D - November 13, 2020.

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

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

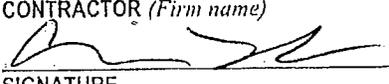
Wold Architects and Engineers
 ARCHITECT *(Firm name)*


 SIGNATURE

Nick Marcucci
 PRINTED NAME AND TITLE

2/20/20
 DATE

Corval Constructors, Inc.
 CONTRACTOR *(Firm name)*


 SIGNATURE

Chris Novak VP Construction
 PRINTED NAME AND TITLE

2-20-2020
 DATE

Independent School District #200
 OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE



AIA[®]

Document G714™ – 2017

Construction Change Directive

PROJECT: <i>(name and address)</i> Hastings MS Improvements (182014) 1000 Eleventh Street West Hastings, Minnesota 55033	CONTRACT INFORMATION: Contract For: General Construction Date: March 27, 2019	CCD INFORMATION: Directive Number: One (1) Date: July 31, 2019
OWNER: <i>(name and address)</i> Independent School District #200 1000 Eleventh Street West Hastings, Minnesota 55033	ARCHITECT: <i>(name and address)</i> Wold Architects and Engineers 332 Minnesota Street, Suite W2000 St. Paul, Minnesota 551021	CONTRACTOR: <i>(name and address)</i> Corval Constructors, Inc. 1633 Eustis Street St. Paul, Minnesota 55108

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

Substantial Completion of mechanical systems for all spaces served by air handling units in the mezzanine shown on Detail E5 on Sheet A0.203 shall be modified as follows:

1. Substantial Completion for ventilation to all spaces and functionality of all life-safety systems to the extent needed to achieve occupancy shall remain as August 22, 2019.
2. Substantial Completion for cooling operation shall be December 20, 2019. If cooling from the central plant cannot be provided to Rooms A182, B194, B196, and F180 prior to September 3, 2019, temporary cooling shall be provided in these areas.
3. Substantial Completion for heating and automatic operation of temperature controls to all spaces shall be October 11, 2019.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - Lump Sum decrease of \$0.00
 - Unit Price of \$ per
 - Cost, as defined below, plus the following fee:
(Insert a definition of, or method for determining, cost)

As follows: Section 7.3.7 of AIA Document A201-2007

2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is (0 days).

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

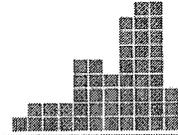
When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Wold Architects and Engineers
ARCHITECT (Firm name)
RSW
SIGNATURE
RSW
PRINTED NAME AND TITLE
7/31/19
DATE

Independent School District #200
OWNER (Firm name)
Tim Collins
SIGNATURE
Tim Collins Supt.
PRINTED NAME AND TITLE
7/31/2019
DATE

Corval Constructors, Inc.
CONTRACTOR (Firm name)
W. M. Ulrich
SIGNATURE
Tad M. Ulrich Sr. PM
PRINTED NAME AND TITLE
7/31/19
DATE



Proposal for Hastings Middle School - Change Request: Mezz Phasing Error

Monday, October 21, 2019 - Revision: 2

We are pleased to provide the following proposal for your consideration. Please call with any questions.

Change Request due to increased labor inefficiencies & expenditures related to the Phasing Error on A0.203 and subsequent late late equipment deliveries/installations/turnovers.

Change Request	\$	11,807	(Eleven Thousand Eight Hundred Seven Dollars)
			(No Dollars)
			(No Dollars)
Total	\$	11,807	(Eleven Thousand Eight Hundred Seven Dollars)
		\$10,060	

Notes:

HumeraTech needs 1-week per unit after equipment has been installed/powerd/piped/ and mechanically started up.
HumeraTech needs staggered turnover of units for orderly and efficient controls installation and startup.
Due to late equipment delivers & turnovers we can only basic/hand-mode operation at occupancy.
Finalization of BAS controls will continue and be completed after school start date.

Method:

Job was bid @ labor installation rate of \$136.87.
Each AHU installation was estimated at 44-46 hours, depending on complexity.
These units were not planned for this phase, per E5/A0.203.
These (7) units represent an additional 326 hours this phase, with late equipment installation & turnovers.
Short calls operate 60-70% the efficiency of a trained controls electrician (when available - summer challenging).
Minimum overtime as required to deliver basic controls only for occupancy (fan moving, duct smokes tied in, etc.).
Overall inefficiency impact to these units, by including these units this phase: 42% (negative).
 $\$136.87 \times 326 \text{ hours} \times 42\% = \text{Add of } \$18,740.$

Chris: 11 Hrs OT Hours
Dave (Short Call): 96 Hours
Mike (Call): 30 Hours
Doug (Call): 27 Hours

Less amount of overtime and additional short calls were needed due to approval of "hand" operation on roof top units.
Original proposal was \$18,740.

Jeff Bergsten
Senior Project Manager



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Change Order

PROJECT: *(Name and address)*

Hastings Middle School Improvements
(Commission No. 182014)
1000 Eleventh Street West
Hastings, Minnesota 55033

CONTRACT INFORMATION:

Contract For: General Construction
Date: March 27, 2019

CHANGE ORDER INFORMATION:

Change Order Number: Nine (9)
Date: February 13, 2020

OWNER: *(Name and address)*

Independent School District #200
1000 Eleventh Street West
Hastings, Minnesota 55033

ARCHITECT: *(Name and address)*

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, Minnesota 55101

CONTRACTOR: *(Name and address)*

Corval Constructors, Inc.
1633 Eustis Street
Saint Paul, Minnesota 55108

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

PR #50 - Added pipe hangers per State code review. *Add \$31,044.00*

PR #63 - Lower level sump relocation. *Add \$13,883.00*

PR #92R - Existing dryer gas piping relocation. *Add \$12,067.00*

PR #93 - Revise wall in SW mech. room to miss equipment. *Add \$506.00*

PR #94 - Replace non-compliant backbone voice cabling. *Add \$40,360.00*

PR #97 - Media Center ceiling height adjustment. *Add \$631.00*

PR #98 - Phone drops for IT in Room F180. *VOID*

PR #99 - Revised Lighting in wrestling and intercom button. *Add \$4,134.00*

PR #100 - Power to glycol makeup units #1 and #3. *Add \$3,028.00*

PR #103 - Change mechanical unit manufacturer and electrical savings. *Deduct (\$13,878.00)*

PR #104 - Add addition CMU wall at lift in auditorium. *Add \$1,812.00*

PR #105 - Metal trim to drop ceiling in Room F120. *Add \$578.00*

PR #110 - Added soffit for mechanical ductwork in Room G170. *Add \$630.00*

GCPR #1 - Wall caulking at fin tube locations that was missing. *Add \$1,100.00*

GCPR #2 - Painting/casework work at science FTU removal locations. *Add \$4,176.00*

GCPR #4 - Replace four (4) existing floor drains in mechanical room that were rotted out. *Add \$7,370.00*

TOTAL CHANGE ORDER NO. 9 ADD \$107,441.00

The original Contract Sum was	\$ 20,970,007.00
The net change by previously authorized Change Orders	\$ 586,815.51
The Contract Sum prior to this Change Order was	\$ 21,556,822.51
The Contract Sum will be increased by this Change Order in the amount of	\$ 107,441.00
The new Contract Sum including this Change Order will be	\$ 21,664,263.51

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

The new date of Substantial Completion will be 1A - August 22, 2019, 1B - August 22, 2019, 1C - November 15, 2019, 1D - December 20, 2019, 2A - August 21, 2020, 2B - August 21, 2020, 2C - October 1, 2020, 2D - November 13, 2020.

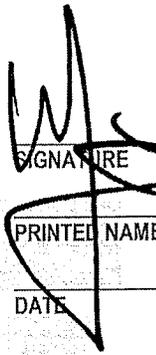
NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed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

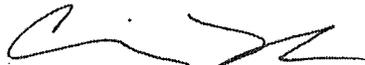
NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Wold Architects and Engineers
ARCHITECT *(Firm name)*

Corval Constructors, Inc.
CONTRACTOR *(Firm name)*

Independent School District #200
OWNER *(Firm name)*


SIGNATURE
Nick Marcucci
PRINTED NAME AND TITLE
2/18/20
DATE


SIGNATURE
Chris Novak VP Construction
PRINTED NAME AND TITLE
2-17-20
DATE

SIGNATURE

PRINTED NAME AND TITLE

DATE



Name:	Hastings MS Improvements CHANGE ORDERS	
Job/Bid # :	304660	
Submittal Date:		2-May-19
Reference:		
Scope:	50.1 - Pipe hanging requirements changed in ML areas A, J, H and UL Areas F and J where indicated Refer to sheets M3.02A, M3.02F, M3.02H, M3.03F, and M3.03J	
	50.2 - Indicated columns to be braced according to detail B1/8.100 Refer to sheets M3.03F, M3.03J, and M8.100	

Material	Material
Laborer	\$ -
Iron Worker	\$ -
Carpenter / Millwright	\$ -
Plumbing	\$ -
Pipefitter	\$ -
Yard Crew	\$ -
Site Sup	\$ -
Operator	\$ -
Misc. Material	\$ 2,569
Material Subtotal	\$ 2,569
Sales Tax	7.125% \$ 183
Material Cost	\$ 2,752

	Hours	Hours			Wage Rates			Totals
		Straight	OT	DT	Straight	OT	DT	
Laborer	-	-			\$ 85.10	\$ 127.65	\$ 170.20	\$ -
Iron Worker	33	33			\$ 100.52	\$ 150.78	\$ 201.04	\$ 3,317
Carpenter / Millwright	-	-			\$ 90.70	\$ 136.05	\$ 181.40	\$ -
Plumbing	-	-			\$ 111.37	\$ 167.06	\$ 222.74	\$ -
Pipefitter	193	193			\$ 114.78	\$ 172.17	\$ 229.56	\$ 22,153
Yard Crew	-	-			\$ 85.10	\$ 127.65	\$ 170.20	\$ -
Site Sup	-	-			\$ 118.03	\$ 177.05	\$ 236.06	\$ -
Operator	-	-			\$ 90.09	\$ 135.14	\$ 180.18	\$ -
Subtotal Hours	226	226	-	-				
Labor Cost								\$ 25,470

Subcontracts	Subcontractor	
	Amount	Percentage
Subcontractors Total	\$ -	

Subtotal		\$ 28,222
Markups		
Corval	10.00%	\$ 2,822
Subcontractors	5.00%	\$ -
Total Markups		\$ 2,822
Total Cost:		\$ 31,044

Notes:
Pricing is valid for 30 days
Work to be performed by this estimate will not proceed until a written directive is received.
A time extension is required to perform this work [redacted] days

PR#50 Pipefitter Hours

Sheet	Pipe Size	LF of Pipe	Original Hanger Count	PR#50 Hanger Count	Total Added Hangers	Total Added Hanger Labor (hrs)	Total Added Material Cost
M3.02A	6"	216	18	27	9	14.5	112.05
M3.02F	4"	92	8	12	4	5.9	31.40
M3.02F	6"	52	4	7	2	3.5	26.98
M3.02H	4"	120	10	15	5	7.7	40.95
M3.03F	2"	330	28	41	14	16.0	74.25
M3.03F	3"	318	27	40	13	16.2	82.15
M3.03F	6"	439	37	55	18	29.4	227.73
M3.03J	1-1/2"	140	12	18	6	6.4	27.94
M3.03J	2"	177	15	22	7	8.6	39.83
M3.03J	3"	704	59	88	29	35.8	181.87
M3.03J	6"	736	61	92	31	49.4	381.80
TOTALS					139	193	\$ 1,226.93

PR#50 Ironworker Hours

Steel bracing installation 11 locations at 3 hrs per location = 33 hours
 Steel bracing cost \$ 196.87

Name:	Hastings MS Improvements CHANGE ORDERS
Job/Bid # :	304660
Submittal Date:	2-May-19
Reference:	
Scope:	63.1 - Construct enclosure for sump pump relocation in wrestling room. Floor cut and infill for linear floor drain and sump pump installation. See attached sheets A1.00b and A2.00b 63.2 Sheet E1.12 - Relocate and surface wall mount fixture type C1 one foot above new sump pump #2 room door. Mount existing relocated exit sign on ceiling in lieu of wall per background update. Revise and relocate wrestling room B091 low voltage switch to new wall. extend conduit and wiring as needed. Provide new toggle switch in existing backbox and raceway for control of relocated light fixture type C1. 63.3 Sheet E2.12 - Relocate existing fire alarm horn/strobe to exterior east wall per background update. Extend conduit and wiring as needed. Revise and update feeder connection to Sump pump #2 (SP-2). Extend conduit and wiring as needed. 63.4 - Relocate sump pump into new enclosure. Drain tile to transition to storm drain for connection to sump pump. See attached sheets M2.00B and M2.01B 63.5 - install linear floor drain and vent to nearest existing vent piping. See attached sheets M2.00B and M2.01B

Material	Material	
Laborer		\$ -
Iron Worker		\$ -
Kendell Door (New Door, Frame, Hardware		\$ 1,028
Plumbing		\$ -
Pipefitter		\$ -
Yard Crew		\$ -
Site Sup		\$ -
Operator		\$ -
Misc. Material		\$ 922
Material Subtotal		\$ 1,950
Sales Tax	Approved	7.125% \$ 139
Material Cost	Wold	\$ 2,089

Approved
Wold 11/25/19

	Hours	Hours			Wage Rates			Totals
		Straight	OT	DT	Straight	OT	DT	
Laborer	12	12	-		\$ 85.10	\$ 127.65	\$ 170.20	\$ 1,021
Iron Worker	-	-			\$ 100.52	\$ 150.78	\$ 201.04	\$ -
Carpenter / Millwright	-	-			\$ 90.70	\$ 136.05	\$ 181.40	\$ -
Plumbing	24	24			\$ 111.37	\$ 167.06	\$ 222.74	\$ 2,673
Pipefitter	-	-			\$ 114.78	\$ 172.17	\$ 229.56	\$ -
Yard Crew	-	-			\$ 85.10	\$ 127.65	\$ 170.20	\$ -
Site Sup	-	-			\$ 118.03	\$ 177.05	\$ 236.06	\$ -
Operator	-	-			\$ 90.09	\$ 135.14	\$ 180.18	\$ -
Subtotal Hours	36	36	-	-				
Labor Cost								\$ 3,694

Subcontracts

Subcontractor	
Hollenback and Nelson Masonry	\$ (259)
Reshetar Systems	\$ 2,097
Hamernick	\$ 530
Schammel	\$ 3,295
Advanced Concrete Sawing	\$ 1,500
Subcontractors Total	\$ 7,163

Subtotal		\$ 12,946
Markups		
Corval	10.00%	\$ 578
Subcontractors	5.00%	\$ 358
Total Markups		\$ 936

Total Cost: \$ 13,883

Notes:
 Pricing is valid for 30 days
 Work to be performed by this estimate will not proceed until a written directive is received.
 A time extension is required to perform this work [redacted] days

KENDELL

Solutions for Opening & Specialty Applications

Kendell Doors & Hardware, Inc.
1312 Northland Drive, Suite 100
Mendota Heights, MN 55120
Phone: 651-905-0144

PROPOSAL

Page: 1
Proposal No.: 39135
Proposal Change No.: 02
Customer P.O. No.: 01483885
Proposal Date: 11/21/2019
Customer ID: CORV
Salesperson: Jaid Pedlar
Project Mgr Phone: 651-529-8618
Project Mgr Email: jpedlar@kendelldrs.com

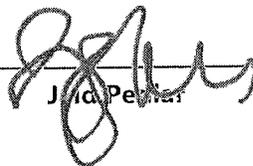
Submitted To: CORVAL CONSTRUCTORS, INC.
1633 EUSTIS STREET
Saint Paul, MN 55108

Job Name: Hastings Middle School Improvements

PR 63 - B091C

Description	Quantity
HMD 707~T~18~CR~F~3'0"~7'0"~LHR~U453	1
3F~6-3/8"~M~16~CR~KD~LHR~3'0"~7'0"~U453~E4	1
B571 626 Deadbolt	1
94C x US32D Pull	1
608-RKW Silencer	3
Freight	1

Respectfully Submitted: _____



Jaid Pedlar

Accepted By: _____

Date: _____

Subtotal: 1,027.76
Sales Tax: 73.24
Total: 1,101.00



1245 Pierce Butler Rte
 St Paul, MN 55104
 Phone: (651) 633-8499
 Fax: (651) 633-8547

Estimate

Estimate No.: 0000009815
 Estimate Date: 08/08/2019
 Estimate Expires: 09/22/2019
 Job Name: HASTINGS MS PR63

PREPARED FOR	
Corval Group	
Email Invoices	
1633 Eustis St.	
St Paul, MN 55108	
Phone: 651-642-5521	Fax: 651-642-5591
Attn: Cole Siegel	

JOB LOCATION
Sales Rep: Eric Farr eric@acsawing.com

Qty	Description	Each	Total
1.00	Elect Flat Saw	1,500.00	\$ 1,500.00

Saw for your removal:
 18' x 2' x 5" SOG cut into 2' x 2' pieces.
 Layout by others and work to be done during regular hours. Please give me a call if you have any questions.
 Thanks,
 Eric Farr
 612-490-5106

\$ 1,500.00

Responsibility for layout and marking of the cuts, as well as identifying and locating any and all utilities that lie under or in the cuts, are the contractors or owners responsibility. All damages and/or costs that may occur as a result of the above process will be the contractor's or owner's responsibility. All slurry from sawing to be left on site unless specified in the above description.

SIGNATURE: _____ PRINT NAME: _____ DATE: _____

*** THIS QUOTE IS GOOD FOR 45 DAYS ONLY, UNLESS OTHERWISE SPECIFIED ABOVE.***

HAMERNICK CONTRACTING DIVISION

Commercial & Residential Painting / Wallcovering / Resilient Flooring / Carpet

August 14, 2019

Mr. Michael Moening
Corval Group
1633 Eustis Street
St. Paul, MN 55108

Re: **Hasting Middle School**
Hastings, MN
Proposal Request No. 63

Dear Michael:

We have reviewed PR No. 63 dated August 2, 2019 for additional painting at the above referenced project. Hamernick Decorating has determined an additional cost to our contract in the amount of \$530.00.

The following breakdown will summarize the cost:

1. Prime and paint new gypsum walls (both sides), paint gypsum ceiling, paint new HM door/frame. 5 hours

Labor: 5 hours @ \$88.00 per hour = \$440.00

Materials: Paints and sundries = \$90.00

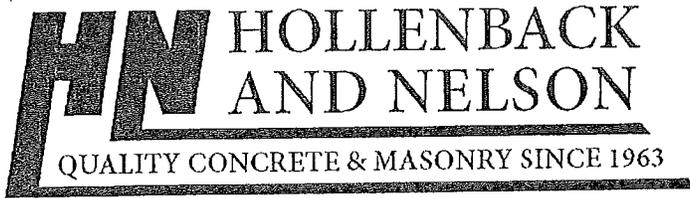
Total Cost: \$530.00

Please let us know if we should incorporate this PR into our contract. Thank you.

Sincerely,
Hamernick Decorating



Robert Leach
Estimator/Project Manager



1206 114th Lane NW
 Coon Rapids, MN 55448
 hnmasonry.com
 (Phone) 763.862.7525
 (Fax-Acctg) 763.862.7561
 (Fax-PM) 763.862.7545

**PROPOSAL
 PR#63**

August 5, 2019

Proposal Submitted To:
 Corval Group
 Attn: Tad Ulrich

Work To Be Performed At:
 Hastings Middle School
 Hastings, MN

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

CONCRETE AND MASONRY INCLUDES:

Item # 63.1- DEDUCT-6" cmu wall @ door B097/sump room-Material and Labor, 6" cmu, 6" bond beam, mortar, grout and dur-o-wal, .

Item #63.1- ADD- Infill floor entrance to Wrestling room B091-Material and labor, concrete w 1.5# fibers and barrier one, dowels and vapor barrier.

Item #63.1- Deduct: \$ 1,054.00
 Material: \$ 238.00
 Labor: \$ 720.00
 Overhead: \$ 96.00

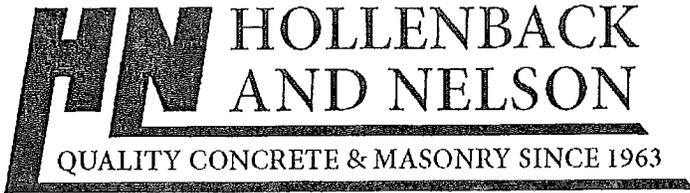
Item #63.1- Add: \$ 795.00
 Material: \$ 362.00
 Labor: \$ 360.00
 Overhead: \$ 73.00

Item #63.1
 8 Hours Labor: \$ 720.00
 100 pcs.-6" cmu: \$ 150.00
 8 pcs. 6" b.b: \$ 15.00
 Misc. Material: \$ 73.00
 10% Overhead: \$ 96.00
 Total: \$ 1,054.00

Item #63.1
 4 hours Labor: \$ 360.00
 1 c.y concrete: \$ 205.00
 24 pcs. dowels: \$ 128.00
 Misc. Material: \$ 29.00
 10% Overhead: \$ 73.00
 Total: \$ 795.00

CONCRETE AND MASONRY EXCLUDES:

Heat and cover, concrete heat charges/accelerators, posted road charges by ready-mix supplier, concrete curbs, curb and gutter, aprons/approaches at street, all under slab insulation, gypcrete, demo/shoring/sawing/removal of existing, polishing/burnishing floors, colored/stained/stamped/polished/exposed aggregate concrete, spray applied vapor barrier, sidewalk/street closures or permits, installation of bolt-in door frames, open-core block unless specifically noted above, supply or install of safety rails on elevated decks, dewatering, mud removal, excavation, backfill, granular/gravel/sand/stone fill, anchor bolts, misc. steel material, embed material, joint sealants, slab sealers/hardeners/dustproofers, layout, staking, light pole bases, directional sign bases, splash blocks, roof pavers, dumpsters, caulking, waterproofing, damp-proofing, fire-proofing, monument signs, testing, special inspections, repair of curling/cracking/crazing/shrinkage, mechanical/electrical housekeeping pads, premium time, liquidated damages, bonds, permits. Mortar mixing water by others. Any safety programs/regulations that differ from 2017 standard OSHA and/or other government regulations (i.e. EPA). No color selections, designs or engineering work. Consequential damages.



1206 114th Lane NW
Coon Rapids, MN 55448
hnmasonry.com
(Phone) 763.862.7525
(Fax-Acctg) 763.862.7561
(Fax-PM) 763.862.7545

**PROPOSAL
PR#63**

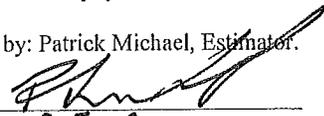
August 5, 2019

Proposal Submitted To:
Corval Group
Attn: Tad Ulrich

Work To Be Performed At:
Hastings Middle School
Hastings, MN

* All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workman-like manner for the sum of Dollars as specified above. Payments are due 30 days after invoicing. Payments overdue will be assessed a monthly interest rate of 1%. **Payment for small projects under \$10,000.00: Pre-approval of credit card (VISA, Master Card or Discover) may be required prior to start of work. Payment due in full after completion of work. Credit card will be billed upon completion unless other payment is received.**

Respectfully submitted by: Patrick Michael, Estimator.

Per 
Date 8-5-19

Note- This proposal may be withdrawn by us if not accepted within 10 days.

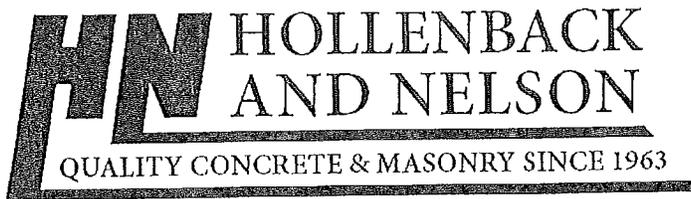
ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work provided by Hollenback & Nelson (see Qualifications on following page).

SIGNATURE _____
Name
(Please Print) _____

Title _____
Date _____



1206 114th Lane NW
Coon Rapids, MN 55448
hnmasonry.com
(Phone) 763.862.7525
(Fax-Acctg) 763.862.7561
(Fax-PM) 763.862.7545

PROPOSAL PR#63

August 5, 2019

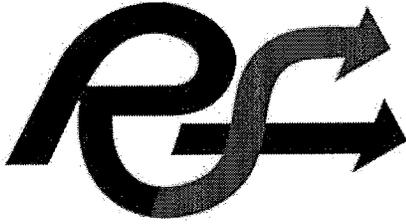
Proposal Submitted To:
Corval Group
Attn: Tad Ulrich

Work To Be Performed At:
Hastings Middle School
Hastings, MN

QUALIFICATIONS:

1. Bid assumes a standard AGC/AIA subcontract.
2. Bid assumes 5% retainage on Labor and 0% retainage on Materials.
3. This proposal shall be incorporated into any contract agreement and shall supersede and replace all conflicting terms and conditions in the subcontract and/or prime contract.
4. Included in this proposal is Standard Liability Insurance Form ACORD 25 (2009/09). Should different forms (i.e. CG 2010 10 01, CG 2037 10 01), Additional Insureds or additional endorsements be required, additional costs to be determined shall be added to the above estimate in the amount of not less than \$500.00 per additional form or endorsement.
5. Subcontractor will only prevent and/or remove the filing of liens to the extent of payments received.
6. Lien waivers will only be provided to the extent of payments actually received.
7. Subcontractor will only reimburse any bond over costs as applies to payments actually received, as reasonable.
8. Subcontractor and its suppliers reserve the right to file a lien or bond claim without penalty on any balances due.
9. Schedule, durations and schedule changes to be mutually agreed to.
10. Work scope excludes heat and cover/concrete heat charges/concrete accelerators/blanketing/winter condition work.
11. Subcontractor progress billings per AIA process performed monthly and based on work completed through the end of the month.
12. Subcontractor progress payments are due 45 days after billings on the agreed to billing date.
13. Subcontractor may suspend work without penalty if progress payments are not received 60 days after billing.
14. Subcontractor excludes survey work and is not responsible for the locate of grids, building footprint and bench hubs.
15. Contractor/Owner and Subcontractor all waive consequential damages.
16. Contractor/Owner to provide builders risk insurance.
17. Subcontractor has not priced and does not accept liquidated damages.
18. Subcontractor accepts actual damages incurred by contractor only as prorated and is limited to the extent of Subcontractor caused delays.
19. Control joint locations by architect.
20. Product submittals will be acceptable as material records and/or manuals.
21. Extra work and extra costs to be agreed to in writing before work proceeds.
22. Premium time work or shift work is not included and/or priced.
23. Subcontractor retains the right to dispute any rejection of work.
24. Reasonable storage and staging areas will be required. Relocation of storage and staging areas to be mutually agreed to.
25. No mold removal, protection, and/or mold indemnity costs
26. Standard OSHA safety requirements included in bid price. Safety compliance work in excess of OSHA standards is excluded.
27. No asbestos, PCB indemnity provided and/or related inspection and testing work.
28. Bid assumes "standard floor flatness." No allowance has been made for any high tolerance floor slabs or any special floor measuring, grinding, etc.
29. No floor flatness testing is included. Testing by others and must be completed within 24 hours of slab placement.
30. Subgrade and air temperatures to be a minimum of 60 degrees by others for slab placements.
31. No temporary site utilities.
32. Mortar mixing water by Contractor.
33. H&N does not recommend the use of burnished block for exterior applications.
34. Applies to apartment building projects: Subcontractor has provided its pricing for this project based on the fact that the project consists of construction of an apartment building. Subcontractor's pricing does not contemplate that the project will be used as or converted to a Home Owners Association, private or multiple private residences, condominiums, or some use other than as an apartment building. If the project use is changed in any manner from that of an apartment building within 11 years from the date of issuance of the certificate of occupancy (the "Term"), including but not limited to change of use as a Home Owners Association, private or multiple private residences, and condominiums, then the Contractor shall defend, indemnify and hold harmless Subcontractor from any and all liens, demands, judgments or claims of any type or nature relating to the Subcontractor's work or that of its subcontractors or suppliers that were discovered, should have been discovered, or that arose during the Term.

The Contractor shall procure insurance for the defense and indemnification obligation relating to change of use of the project.



Reshetar Systems, Inc.
730 Bunker Lake Boulevard Northwest
Anoka, MN 55303
763.421.1152 Fax 763.421.1153
Mike Engelmann Direct 763-355-2066

PROPOSAL

PROPOSAL NUMBER: **COR #11**
 PR #63

DATE: **8-Aug-19**

PROJECT: **Hastings Middle School**
 1000 11th St W
 Hastings, MN 55033

Fur out north wall of Room B092A:
Metal framing walls & lid, set HM frame
Gypsum board & plywood hanging
Tape and sand
Door & hardware install

	Labor	Material
	\$ 375.88	
	\$ 563.82	
	\$ 375.88	
	\$ 375.88	
		\$ 405.33
ADD =	\$ 1,691	\$ 405
		\$ 2,097

Excludes: Engineered Drawings, Permitting, dumpsters, temp partitions, storage, temp power/lighting

This proposal may be withdrawn if not accepted within 30 days.

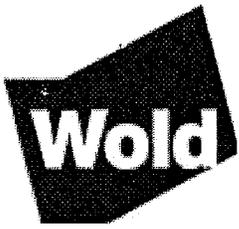
All materials to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, theft, and other necessary insurance. Our workers are fully covered by Worker's Comp. Insurance.

ACCEPTANCE OF PROPOSAL

The work described above is approved and payments are to be received within thirty days of invoice.

Date of acceptance

Signed



**SCHAMMEL ELECTRIC, INC - PR #63 RESPONSE - REVISION 3
PROPOSAL REQUEST**

Independent School District #200	Hastings Middle School Improvements
Corval Group	Attn: Tad Ulrich
1633 Eustis Street	
St. Paul, Mn 55108	
Phone: 651-605-2486	Fax
Email: tulrich@corvalgroup.com	

Submit an itemized (labor and material) quotation for the proposed modifications to the contract documents as described herein within 21 days of receipt. If a cost is not submitted within 21 days, this Proposal Request can be accepted at no additional cost. Written approval is required prior to proceeding with this change. COST EXPECTATIONS: <input type="checkbox"/> DEDUCT <input type="checkbox"/> NO COST <input checked="" type="checkbox"/> ADD	PR: # 63
	Comm: # 182014
	Const. Pkg: #

Distribution:

- Joe Haas, ISD 200
- Jim Huberty, ISD 200
-
-
- James Dorr, BKBM
- Kyle Edsten, Wold
- Nathan Karlsrud,
- Sitha Chhum, Wold
- Nick Marcucci, Wold
-
-
- Michael Moening, Corval
- Tad Ulrich, Corval
-
- Tom Bakken, Hastings
- Chris Meier, DLI
-

Item	Description
63.1	Construct enclosure for sump pump relocation in wrestling room. Floor cut and infill for linear floor drain and sump pump installation. See attached sheets A1.00b and A2.00b. \$ N/C
63.2	Sheet E1.12 - Relocate and surface wall mount fixture type C1 one foot above new sump pump #2 room door. - Mount existing relocated exit sign on ceiling in lieu of wall per background update. - Revise and relocate wrestling room B091 low voltage switch to new wall. Extend conduit and wiring as needed. - Provide new toggle switch in existing backbox and raceway for control of relocated light fixture type C1. TOTAL PRICE.....\$ 1,896.00 REVISED*
63.3	Sheet E2.12 EXTEND CONDUIT/ WIRING TO NEW SUMP PUMP LOCATION, ADD 20' -3/4" EMT, 60' #12 WIRE, FITTINGS, ETC.. - Relocate existing fire alarm horn/strobe to exterior east wall per background update. Extend conduit and wiring as needed. - Revise and update feeder connection to Sump pump #2 (SP-2). Extend conduit and wiring as needed. TOTAL PRICE.....\$ 1,399.00 REV 3
63.4	Relocate sump pump into new enclosure. Drain tile to transition to storm drain for connection to sump pump. See attached sheets M2.00B and M2.01B. \$ N/C
63.5	Install linear floor drain and vent to nearest existing vent piping. See attached sheets M2.00B and M2.01B. \$ N/C

Attachments: A1.00b, A2.00b, E1.12, E2.12, M2.00B, M2.01B

Issued By: Kyle Edsten

Date: 08/02/19

TOTAL ELECTRICAL PRICING.....\$ 3,295.00 (REV 3)

Wold Architects and Engineers
 332 Minnesota Street, Suite W2000
 Saint Paul, MN 55101
 woldae.com | 651 227 7773

**PLANNERS
ARCHITECTS
ENGINEERS**

SCHAMMEL ELECTRIC, INC. -- BID SUMMARY DATE: 10/10/2019 PR NO. 63.2 REV
 JOB: HASTINGS MIDDLE SCHOOL RELOCATE C1 FIXT, SWITCHES, EXIT SIGN

SIZE	MATL	DESCRIPTION	QUANTITY	PRICE	UNIT	AMOUNT	HOURS	PER	TOTAL
3/4"	EMT	CONDUIT	50	69.88	100	34.94	6.00	100	3.00
3/4"	EMT	SS STEEL CONNECTORS	6	48.84	100	2.93	0.00	1	0.00
3/4"	EMT	SS STEEL COUPLINGS	6	60.04	100	3.60	0.00	1	0.00
3/4"	EMT	CONDUIT SUPPORT/HANGER	6	155.00	100	9.30	0.00	1	0.00
# 12	STR	THHN COPPER WIRE (PULL OUT EXISTING)	150	N/C	1000	0.00	5.00	1000	0.75
# 12	STR	THHN COPPER WIRE	160	183.50	1000	29.36	5.00	1000	0.80
1221	S1	SINGLE POLE SWITCH	1	345.00	100	3.45	0.25	1	0.25
RACO	232	4" SQ X 2-1/8 DP BOX 1/2" & 3/4 TKO	2	3.50	1	7.00	0.60	1	1.20
RACO	752	4" SQ BLANK COVER	2	0.75	1	1.50	0.10	1	0.20
RACO	768	4" MUDRING X 5/8", 1-GANG	1	1.85	1	1.85	0.10	1	0.10
	RED	SCOTCHLOK WIRENUT CONNECTOR	10	22.83	100	2.28	0.00	1	0.00
	GPT	GROUND PIGTAILS	2	95.00	100	1.90	0.00	1	0.00
TYPE C1	DEMC	RELOCATE EXISTING ITEM	1	0.00	1	0.00	1.50	1	1.50
	DEMC	DISCONNECT/RELOC EXIST CONDUIT	1	5.00	1	5.00	1.00	1	1.00
		MISC COST: COORDINATION/ DOCUMENTATION	1.5	0.00	1	0.00	1.00	1	1.50
		LIGHT FIXTURE:TYPE "E1" (USE SPARE ATTIC S	1	68.00	1	USE SPARE	1.00	1	1.00
		SUBTOTALS		MATERIAL		103	HOURS		11.3
7.125		PERCENT SALES TAX				7			
		OH & P MATERIAL (10% OF MAT'L)	10	% OF MATERIAL		11			
		MATERIAL TOTAL				122			
11.3		HOURS LABOR @ OT HOURLY RATE:	\$139.91	PER HOUR		1,581			
		OH & P ON SELF PERFORMED LABOR	10	% OF GROSS		158			
		LABOR TOTAL				1,739			
		MATERIAL TOTAL (FROM ABOVE)				122			
		TOTAL MATERIAL AND SELF PERFORMED				1,861			
		SUBCONTRACTOR SUBTOTAL (ATTACHEE				0			
		OH & P ON SUBCONTRACTED WORK	5	% OF GROSS		0			
		SUBTOTAL				1,861			
		INSPECTION FEE				35			
		GRAND TOTAL PRICE				1,896			



SCHAMMEL ELECTRIC, INC. -- BID SUMMARY DATE: 10/18/2019 PR NO. 63.3 R3
 JOB: HASTINGS MIDDLE SCHOOL RELOCATE SUMP PUMP, FEEDER, FA HORI

SIZE	MATL	DESCRIPTION	QUANTITY	PRICE	UNIT	AMOUNT	HOURS	PER	TOTAL
3/4"	EMT	CONDUIT	20	69.88	100	13.98	6.00	100	1.20
3/4"	EMT	SS STEEL CONNECTORS	4	48.84	100	1.95	0.00	1	0.00
3/4"	EMT	SS STEEL COUPLINGS	6	60.04	100	3.60	0.00	1	0.00
3/4"	EMT	CONDUIT SUPPORT/HANGER	8	155.00	100	12.40	0.00	1	0.00
# 12	STR	THHN COPPER WIRE	60	183.50	1000	11.01	5.00	1000	0.30
RACO	232	4" SQ X 2-1/8 DP BOX 1/2" & 3/4 TKO	1	3.50	1	3.50	0.60	1	0.60
RACO	752	4" SQ BLANK COVER	1	0.75	1	0.75	0.10	1	0.10
	RED	SCOTCHLOK WIRENUT CONNECTOR	3	22.83	100	0.68	0.00	1	0.00
	GPT	GROUND PIGTAILS	1	95.00	100	0.95	0.00	1	0.00
		DEMC DISCONNECT/RELOC EXIST CONDUIT	1	5.00	1	5.00	1.00	1	1.00
		BLOCK OR GYP BD WALL PENETRATION, FIREST	1	10.00	1	10.00	0.25	1	0.25
		MISC COST: COORDINATION/ DOCUMENTATION	1.5	0.00	1	0.00	1.00	1	1.50
DAY		GENIE 1 MAN LIFT RENTAL 15' PLATFORM	1	95.00	1	95.00	0.00	1	0.00
		FIRE ALARM-SYSTEM LOT PRICE *	1	NARDINI	1	0.00	1.00	1	1.00
FHS		FIRE HORN STROBE (DISCONNECT)	1	*	1	0.00	0.25	1	0.25
FHS		FIRE HORN STROBE (REINSTALL/ RECONNECT)	1	*	1	0.00	0.50	1	0.50
JBOX OF		WALL BOX FOR ABOVE ITEMS	1	3.45	1	3.45	0.50	1	0.50
FLPR		CABLE 14/2 PLENUM RATED	25	385.00	1000	9.63	5.00	1000	0.13
		SUBTOTALS		MATERIAL		172	HOURS		7.3
7.125		PERCENT SALES TAX				12			
		OH & P MATERIAL (10% OF MAT'L)	10	% OF MATERIAL		18			
		MATERIAL TOTAL				203			
0.4		HOURS LABOR @ REG HOURLY RATE:	\$107.98	PER HOUR		43			
6.9		HOURS LABOR @ OT HOURLY RATE:	\$139.91	PER HOUR		958			
		OH & P ON SELF PERFORMED LABOR	10	% OF GROSS		100			
		LABOR TOTAL				1,102			
		MATERIAL TOTAL (FROM ABOVE)				203			
		TOTAL MATERIAL AND SELF PERFORMED L				1,304			
		SUBCONTRACTOR SUBTOTAL (ATTACHE				0			
		OH & P ON SUBCONTRACTED WORK	5	% OF GROSS		0			
		SUBTOTAL				1,304			
		INSPECTION FEE				35			
		GRAND TOTAL PRICE				1,339			

Name:	Hastings MS Improvements CHANGE ORDERS	
Job/Bid # :	304660	
Submittal Date:		2-Oct-19
Reference:	PR#92R	
Scope:	92.1 - Install new 3/4" natural gas piping connecting the existing gas dryer to the 2" gas service in the pool mechanical room. Provide a pressure regulator at the dryer	
	92.2 - Existing gas piping in laundry room to be cut at wall and capped	
	92.3 - Existing gas piping in boiler room modified to better depict existing conditions	
	92.4 - Install an isolation valve on the gas line serving the science labs after the kitchen brand-off. Coordinate gas shutdown with Owner	
	This pricing is only for 92.1. The pipe demo, isolation valve, and shutdown was included in PR#94 pricing.	

Material		Material
Laborer	\$	-
Iron Worker	\$	-
Carpenter / Millwright	\$	-
Plumbing	\$	-
Pipefitter	\$	-
Yard Crew	\$	-
Site Sup	\$	-
Operator	\$	-
Misc. Material	\$	1,923
Material Subtotal	\$	1,923
Sales Tax	7.125%	137
Material Cost	\$	2,060

APPROVED
WOLD 11/18/19

	Hours	Hours			Wage Rates			Totals
		Straight	OT	DT	Straight	OT	DT	
Laborer	-	-	-	-	\$ 85.10	\$ 127.65	\$ 170.20	\$ -
Iron Worker	-	-	-	-	\$ 100.52	\$ 150.78	\$ 201.04	\$ -
Carpenter / Millwright	-	-	-	-	\$ 90.70	\$ 136.05	\$ 181.40	\$ -
Plumbing	80	80	-	-	\$ 111.37	\$ 167.06	\$ 222.74	\$ 8,910
Pipefitter	-	-	-	-	\$ 114.78	\$ 172.17	\$ 229.56	\$ -
Yard Crew	-	-	-	-	\$ 85.10	\$ 127.65	\$ 170.20	\$ -
Site Sup	-	-	-	-	\$ 118.03	\$ 177.05	\$ 236.06	\$ -
Operator	-	-	-	-	\$ 90.09	\$ 135.14	\$ 180.18	\$ -
Subtotal Hours	80	80	-	-				

Labor Cost \$ 8,910

Subcontracts

Subcontractor	

Subcontractors Total \$ -

Subtotal \$ 10,970

Markups

Corval	10.00%	\$	1,097
Subcontractors	5.00%	\$	-
Total Markups		\$	1,097

Total Cost: \$ 12,067

Notes:

Pricing is valid for 30 days
 Work to be performed by this estimate will not proceed until a written directive is received.
 A time extension is required to perform this work [redacted] days



Name:	Hastings MS Improvements CHANGE ORDERS	
Job/Bid # :	304660	
Submittal Date:		23-Oct-19
Reference:	PR#93	
Scope:	93.1 F141 revise new wall from concrete block to metal stud and moisture resistant gypsum board (exterior face only) per discussion in the field. Paint wall.	

Material	Material
Laborer	\$ -
Iron Worker	\$ -
Carpenter / Millwright	\$ -
Plumbing	\$ -
Pipefitter	\$ -
Yard Crew	\$ -
Site Sup	\$ -
Operator	\$ -
Misc. Material	\$ -
Material Subtotal	\$ -
Sales Tax	7.125% \$ -
Material Cost	\$ -

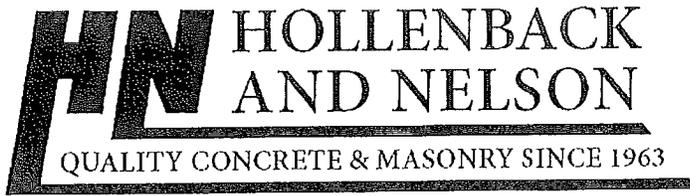
	Hours	Hours			Wage Rates			Totals
		Straight	OT	DT	Straight	OT	DT	
Laborer	-	-			\$ 85.10	\$ 127.65	\$ 170.20	\$ -
Iron Worker	-	-			\$ 100.52	\$ 150.78	\$ 201.04	\$ -
Carpenter / Millwright	-	-			\$ 90.70	\$ 136.05	\$ 181.40	\$ -
Plumbing	-	-			\$ 111.37	\$ 167.06	\$ 222.74	\$ -
Pipefitter	-	-			\$ 114.78	\$ 172.17	\$ 229.56	\$ -
Yard Crew	-	-			\$ 85.10	\$ 127.65	\$ 170.20	\$ -
Site Sup	-	-			\$ 118.03	\$ 177.05	\$ 236.06	\$ -
Operator	-	-			\$ 90.09	\$ 135.14	\$ 180.18	\$ -
Subtotal Hours	-	-	-	-				
Labor Cost		Approved Wold 1/27/20						\$ -

Subcontracts	Subcontractor	
	Hollenbeck Nelson	\$ (2,038)
	Reshitar	\$ 2,423
Subcontractors Total		\$ 385

Subtotal		\$ 385
	Markups	
	Corval	10.00% \$ -
	Subcontractors	5.00% \$ 121
	Total Markups	\$ 121

Total Cost: \$ 506

Notes:
Pricing is valid for 30 days
Work to be performed by this estimate will not proceed until a written directive is received.
A time extension is required to perform this work [redacted] days



1206 114th Lane NW
Coon Rapids, MN 55448
hnmasonry.com
(Phone) 763.862.7525
(Fax-Acctg) 763.862.7561
(Fax-PM) 763.862.7545

**PROPOSAL
PR#93**

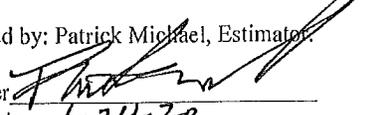
January 24, 2020

Proposal Submitted To:
Corval Group
Attn: Tad Ulrich

Work To Be Performed At:
Hastings Middle School
Hastings, MN

* All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workman-like manner for the sum of Dollars as specified above. Payments are due 30 days after invoicing. Payments overdue will be assessed a monthly Interest rate of 1%. **Payment for small projects under \$10,000.00: Pre-approval of credit card (VISA, Master Card or Discover) may be required prior to start of work. Payment due in full after completion of work. Credit card will be billed upon completion unless other payment is received.**

Respectfully submitted by: Patrick Michael, Estimator.

Per 
Date 1-24-20

Note- This proposal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work provided by Hollenback & Nelson (see Qualifications on following page).

SIGNATURE _____
Name
(Please Print) _____

Title _____
Date _____

**PROPOSAL
PR#93**

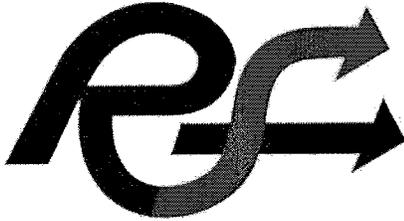
January 24, 2020

Proposal Submitted To:
Corval Group
Attn: Tad Ulrich

Work To Be Performed At:
Hastings Middle School
Hastings, MN

QUALIFICATIONS:

1. Bid assumes a standard AGC/AIA subcontract.
2. Bid assumes 5% retainage on Labor and 0% retainage on Materials.
3. This proposal shall be incorporated into any contract agreement and shall supersede and replace all conflicting terms and conditions in the subcontract and/or prime contract.
4. Included in this proposal is Standard Liability Insurance Form ACORD 25 (2009/09). Should different forms (i.e. CG 2010 10 01, CG 2037 10 01), Additional Insureds or additional endorsements be required, additional costs to be determined shall be added to the above estimate in the amount of not less than \$500.00 per additional form or endorsement.
5. Subcontractor will only prevent and/or remove the filing of liens to the extent of payments received.
6. Lien waivers will only be provided to the extent of payments actually received.
7. Subcontractor will only reimburse any bond over costs as applies to payments actually received, as reasonable.
8. Subcontractor and its suppliers reserve the right to file a lien or bond claim without penalty on any balances due.
9. Schedule, durations and schedule changes to be mutually agreed to.
10. Work scope excludes heat and cover/concrete heat charges/concrete accelerators/blanketing/winter condition work.
11. Subcontractor progress billings per AIA process performed monthly and based on work completed through the end of the month.
12. Subcontractor progress payments are due 45 days after billings on the agreed to billing date.
13. Subcontractor may suspend work without penalty if progress payments are not received 60 days after billing.
14. Subcontractor excludes survey work and is not responsible for the locate of grids, building footprint and bench hubs.
15. Contractor/Owner and Subcontractor all waive consequential damages.
16. Contractor/Owner to provide builders risk insurance.
17. Subcontractor has not priced and does not accept liquidated damages.
18. Subcontractor accepts actual damages incurred by contractor only as prorated and is limited to the extent of Subcontractor caused delays.
19. Control joint locations by architect.
20. Product submittals will be acceptable as material records and/or manuals.
21. Extra work and extra costs to be agreed to in writing before work proceeds.
22. Premium time work or shift work is not included and/or priced.
23. Subcontractor retains the right to dispute any rejection of work.
24. Reasonable storage and staging areas will be required. Relocation of storage and staging areas to be mutually agreed to.
25. No mold removal, protection, and/or mold indemnity costs
26. Standard OSHA safety requirements included in bid price. Safety compliance work in excess of OSHA standards is excluded.
27. No asbestos, PCB indemnity provided and/or related inspection and testing work.
28. Bid assumes "standard floor flatness." No allowance has been made for any high tolerance floor slabs or any special floor measuring, grinding, etc.
29. No floor flatness testing is included. Testing by others and must be completed within 24 hours of slab placement.
30. Subgrade and air temperatures to be a minimum of 60 degrees by others for slab placements.
31. No temporary site utilities.
32. Mortar mixing water by Contractor.
33. H&N does not recommend the use of burnished block for exterior applications.
34. Applies to apartment building projects: Subcontractor has provided its pricing for this project based on the fact that the project consists of construction of an apartment building. Subcontractor's pricing does not contemplate that the project will be used as or converted to a Home Owners Association, private or multiple private residences, condominiums, or some use other than as an apartment building. If the project use is changed in any manner from that of an apartment building within 11 years from the date of issuance of the certificate of occupancy (the "Term"), including but not limited to change of use as a Home Owners Association, private or multiple private residences, and condominiums, then the Contractor shall defend, indemnify and hold harmless Subcontractor from any and all liens, demands, judgments or claims of any type or nature relating to the Subcontractor's work or that of its subcontractors or suppliers that were discovered, should have been discovered, or that arose during the Term.
The Contractor shall procure insurance for the defense and indemnification obligation relating to change of use of the project.



Reshetar Systems, Inc.

730 Bunker Lake Boulevard Northwest

Anoka, MN 55303

763.421.1152 Fax 763.421.1153

Mike Engelmann Direct 763-355-2066

PROPOSAL

PROPOSAL NUMBER: **COR #20**
PR #93

DATE: **9-Jan-20**

PROJECT: **Hastings Middle School**
1000 11th St W
Hastings, MN 55033

Construct new metal stud & gypsum board wall in Mech Room

Framing

Labor
\$ **587.52**

Hanging

\$ **1,175.04**

TAPING/FINISHING EXCLUDED

Material

\$ **660.00**

ADD = \$ **1,763** \$ **660**
\$ **2,423**

Excludes: Engineered Drawings, Permitting, dumpsters, temp partitions, storage, temp power/lighting

This proposal may be withdrawn if not accepted within 30 days.

All materials to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, theft, and other necessary insurance. Our workers are fully covered by Worker's Comp. Insurance.

ACCEPTANCE OF PROPOSAL

The work described above is approved and payments are to be received within thirty days of invoice.

Date of acceptance

Signed

MASTER ELECTRIC

COMPANY, INC

1048 S Victory Drive, Mankato, MN 56001
 Phone # 507.550.1510 Fax # 507.550.1513

INVOICE

INVOICE DATE	INVOICE NUMBER
10/3/2019	SD27382

Invoice Total \$	32,174.95
REVISED	\$31,885.81

Bill To: 2443
 SCHAMMEL ELECTRIC, INC
 ATTN: ACCOUNTS PAYABLE
 1200 1ST AVE NE PO BOX 735
 AUSTIN MN 55912-4526

Service Location:
 HASTINGS MIDDLE SCHOOL
 1000 W 11TH STREET
 HASTINGS MN 55033-3717

<u>Customer PO</u>	<u>Ordered By</u>	<u>Terms</u>	<u>Job No</u>
	CHARLIE JUDGE	NET 30 DAYS	19861097MN

Description of Services:
 PULL NEW 50 PLENUM FEEDERS FROM IDF2 & IDF4 TO MDF. REPLACE NON PLENUM PHONE LINES AS NEEDED

Quantity	Description	Unit Price	Extended Price
267.00	TECHNICIAN	80.00	21,360.00
1.00	MATERIAL (AS ITEMIZED BELOW)	10,814.95 10,525.81	10,814.95 10,525.81
3810	PLENUM RATED 25 PR CAT 5E @2,300/M = \$8,763.00		REVISED
REVISIED 150	PLENUM RATED 100 PR CAT5E @4,680/M=\$ 670.20		
QTY 1.00	MISC HARDWARE= \$ 369.65		
	SUBTOTAL \$ 9,802.85		
7.375%	MN STATE SALES TAX.....\$ 722.96		
	TOTAL MATERIALS.....\$ 10,525.81		

Subtotal	32,174.95
Tax	31,885.81
	0.00
Invoice Total \$	32,174.95
	31,885.81
	REVISED

For Those Who Choose Quality



Name:	Hastings MS Improvements CHANGE ORDERS	
Job/Bid # :	304660	
Submittal Date:		23-Oct-19
Reference:	PR#97	
Scope:	97.1 - Revise ceiling heights per the attached and add one new soffit	

Material		Material
	Laborer	\$ -
	Iron Worker	\$ -
	Carpenter / Millwright	\$ -
	Plumbing	\$ -
	Pipefitter	\$ -
	Yard Crew	\$ -
	Site Sup	\$ -
	Operator	\$ -
	Misc. Material	\$ -
Material Subtotal		\$ -
Sales Tax		\$ -
Material Cost		\$ -

Approved
Wold 11/25/19

7.125%

	Hours	Hours			Wage Rates			Totals
		Straight	OT	DT	Straight	OT	DT	
Laborer	-	-			\$ 85.10	\$ 127.65	\$ 170.20	\$ -
Iron Worker	-	-			\$ 100.52	\$ 150.78	\$ 201.04	\$ -
Carpenter / Millwright	-	-			\$ 90.70	\$ 136.05	\$ 181.40	\$ -
Plumbing	-	-			\$ 111.37	\$ 167.06	\$ 222.74	\$ -
Pipefitter	-	-			\$ 114.78	\$ 172.17	\$ 229.56	\$ -
Yard Crew	-	-			\$ 85.10	\$ 127.65	\$ 170.20	\$ -
Site Sup	-	-			\$ 118.03	\$ 177.05	\$ 236.06	\$ -
Operator	-	-			\$ 90.09	\$ 135.14	\$ 180.18	\$ -
Subtotal Hours	-	-	-	-				\$ -

Labor Cost

Subcontracts	Subcontractor	
	Master Mechanical (No Cost)	\$ -
	Schammel Electric	\$ 601
	Nasseff (No Cost)	
	Ceiling Pro (No Cost)	
Subcontractors Total		\$ 601

Subtotal		\$ 601
	Markups	
	Corval	10.00%
	Subcontractors	5.00%
	Total Markups	\$ 30

Total Cost: \$ 631

Notes:
Pricing is valid for 30 days
Work to be performed by this estimate will not proceed until a written directive is received.
A time extension is required to perform this work [redacted] days

SCHAMMEL ELECTRIC, INC. -- BID SUMMARY			DATE:	11/13/2019	PR		NO.	97
JOB: HASTINGS MIDDLE SCHOOL			DEMO / RELOCATE BOXES IN CEILING					
SIZE	MATL	DESCRIPTION	QUANTITY	PRICE	UNIT	AMOUNT	HOURS	PER TOTAL
1/2"	EMT	CONDUIT	20	39.51	100	7.90	5.00	100 1.00
1/2"	EMT	SS STEEL CONNECTORS	4	29.97	100	1.20	0.00	1 0.00
1/2"	EMT	CONDUIT SUPPORT/HANGER	4	118.00	100	4.72	0.00	1 0.00
# 12	STR	THHN COPPER WIRE (PULL OUT EXISTING)	60	N/C	1000	0.00	5.00	1000 0.30
# 12	STR	THHN COPPER WIRE	60	183.50	1000	11.01	5.00	1000 0.30
RACO	232	4" SQ X 2-1/8 DP BOX 1/2" & 3/4 TKO	2	3.50	1	7.00	0.60	1 1.20
	GPT	GROUND PIGTAILS	2	95.00	100	1.90	0.00	1 0.00
	DEMC	DISCONNECT/RELOC EXIST CONDUIT / BOX	2	5.00	1	10.00	0.50	1 1.00
PLATED		ANCHOR BOX/STRAP: 1 X 10 OR 1/4-20	8	35.00	100	2.80	0.02	1 0.16
		MISC COST: COORDINATION/ DOCUMENTATION	0.5	0.00	1	0.00	1.00	1 0.50
SUBTOTALS						47	HOURS	4.5
7.125	PERCENT SALES TAX					3		
	OH & P MATERIAL (10% OF MAT'L)		10	% OF MATERIAL		5		
MATERIAL TOTAL						55		
4.5	HOURS LABOR @ REG HOURLY RATE:		\$103.98	PER HOUR		464		
0.0	HOURS LABOR @ OT HOURLY RATE:		\$139.91	PER HOUR		0		
	OH & P ON SELF PERFORMED LABOR		10	% OF GROSS		46		
LABOR TOTAL						510		
MATERIAL TOTAL (FROM ABOVE)						55		
TOTAL MATERIAL AND SELF PERFORMED LABOR						565		
SUBCONTRACTOR SUBTOTAL (ATTACHED)						0		
	OH & P ON SUBCONTRACTED WORK		5	% OF GROSS		0		
SUBTOTAL						565		
INSPECTION FEE						36		
GRAND TOTAL PRICE						601		

Name:	Hastings MS Improvements CHANGE ORDERS	
Job/Bid # :	304660	
Submittal Date:		23-Oct-19
Reference:	PR#99R	
Scope:	99.1 Sheet E1.12 Revise emergency light and lighting control zoning in wrestling room B093 per update to room's teaching/projector wall. Schedule scope of work during school winter, spring or summer breaks. 99.2 Sheet E2.11/E2.12 Install owner's furnished plenum rated cables and intercom call button. Verify exact location with owner prior to rough-in. Schedule scope of work during school winter, spring or summer breaks. 99.3 Troubleshoot and check shorted out (faulty) intercom call buttons that were existing to remain in the coaches offices. Intercom call button were operable prior to construction. Install new owner furnished call buttons and cables as required.	

Material	Material
Laborer	\$ -
Iron Worker	\$ -
Carpenter / Millwright	\$ -
Plumbing	\$ -
Pipefitter	\$ -
Yard Crew	\$ -
Site Sup	\$ -
Operator	\$ -
Misc. Material	\$ -
Material Subtotal	\$ -
Sales Tax	\$ -
Material Cost	\$ -

Approved
Wold **12/5/19**

7.125%

	Hours	Hours			Wage Rates			Totals
		Straight	OT	DT	Straight	OT	DT	
Laborer	-	-	-	-	\$ 85.10	\$ 127.65	\$ 170.20	\$ -
Iron Worker	-	-	-	-	\$ 100.52	\$ 150.78	\$ 201.04	\$ -
Carpenter / Millwright	-	-	-	-	\$ 90.70	\$ 136.05	\$ 181.40	\$ -
Plumbing	-	-	-	-	\$ 111.37	\$ 167.06	\$ 222.74	\$ -
Pipefitter	-	-	-	-	\$ 114.78	\$ 172.17	\$ 229.56	\$ -
Yard Crew	-	-	-	-	\$ 85.10	\$ 127.65	\$ 170.20	\$ -
Site Sup	-	-	-	-	\$ 118.03	\$ 177.05	\$ 236.06	\$ -
Operator	-	-	-	-	\$ 90.09	\$ 135.14	\$ 180.18	\$ -
Subtotal Hours	-	-	-	-				\$ -
Labor Cost								\$ -

	Subcontractor	
	Subcontractor	Totals
Subcontracts	Schammel Electric	\$ 3,937
Subcontractors Total		\$ 3,937

Subtotal		\$ 3,937
	Markups	
	Corval	\$ -
	Subcontractors	\$ 197
	Total Markups	\$ 197

Total Cost: \$ 4,134

Notes:
 Pricing is valid for 30 days
 Work to be performed by this estimate will not proceed until a written directive is received.
 A time extension is required to perform this work [redacted] days



PROPOSAL REQUEST

Independent School District #200	Hastings Middle School Improvements
Corval Group	Attn: Tad Ulrich
1633 Eustis Street	
St. Paul, Mn 55108	
Phone: 651-605-2486	Fax
Email: tulrich@corvalgroup.com	

Submit an itemized (labor and material) quotation for the proposed modifications to the contract documents as described herein within 21 days of receipt. If a cost is not submitted within 21 days, this Proposal Request can be accepted at no additional cost. Written approval is required prior to proceeding with this change.	PR: #99R
	Comm: # 182014
	Const. Pkg: #
COST EXPECTATIONS: <input type="checkbox"/> DEDUCT <input type="checkbox"/> NO COST <input checked="" type="checkbox"/> ADD	

Distribution:

- Joe Haas, ISD 200
- Jim Huberty, ISD 200
-
-
- James Dorr, BKBM
- Kyle Edsten, Wold
- Nathan Karlsrud,
- Sitha Chhum, Wold
- Nick Marcucci, Wold
-
-
- Michael Moening, Corval
- Tad Ulrich, Corval
-
- Tom Bakken, Hastings
- Chris Meier, DLI
-

Item	Description
99.1	Sheet E1.12 Revise emergency light and lighting control zoning in wrestling room B093 per update to room's teaching/projector wall. Schedule scope of work during school winter, spring or summer breaks.
99.2	Sheet E2.11/E2.12 Install owner's furnished plenum rated cables and intercom call button. Verify exact location with owner prior to rough-in. Schedule scope of work during school winter, spring or summer breaks.
99.3	Troubleshoot and check shorted out (faulty) intercom call buttons that were existing to remain in the coaches offices. Intercom call button were operable prior to construction. Install new owner furnished call buttons and cables as required.
99.1	10'- 12-2 MC, fittings, 100'x 3 #12 thhn, Lift rental for 1 day, Labor\$609.00
99.2	40' 500 series wiremold, 4- single gang wiremold junction boxes, Straps/anchors Finished area- vacuum mess and cut ceiling grid. Labor to install the wiremold Master electric labor to pull wire, install intercom call buttons.....\$2,090.00
99.3	Master electric labor to pull wire, devices, making sure it works.....\$1,238.00

Attachments: E1.12, E2.11 & E2.12

Issued By: Fu Xiong Date: 11/07/2019

TOTAL ELECTRICAL PRICING.....\$ 3,937.00

SCHAMMEL ELECTRIC, INC. Wold Architects and Engineers
 332 Minnesota Street, Suite W2000
 Saint Paul, MN 55101
 woldae.com | 651 227 7773

PLANNERS
 ARCHITECTS
 ENGINEERS

SCHAMMEL ELECTRIC, INC. -- BID SUMMARY			DATE:	11/27/2019	PR	NO.	99.1
JOB: HASTINGS MIDDLE SCHOOL			REVISE EM AND LIGHT CONTROL				
SIZE	MATL	DESCRIPTION	QUANTITY	PRICE	UNIT	AMOUNT	HOURS PER TOTAL
12/3	MC	METAL CLAD CABLE	10	757.97	1000	7.58	5.00 100 0.50
	MC	METAL CLAD CABLE CONNECTOR	2	202.16	100	4.04	0.02 1 0.04
# 12	STR	THHN COPPER WIRE (PULL OUT EXISTING)	300	N/C	1000	0.00	5.00 1000 1.50
# 12	STR	THHN COPPER WIRE	300	183.50	1000	55.05	5.00 1000 1.50
		DEMC DISCONNECT/RELOC EXIST MOTOR/ COND	3	5.00	1	15.00	1.00 1 3.00
EQ CON		MISC LABOR/ DISC RECONN LIGHTS	1	0.00	1	0.00	2.00 1 2.00
		MISC COST: COORDINATION/ DOCUMENTATION	0.5	0.00	1	0.00	1.00 1 0.50
DAY		LIFT RENTAL 15' PLATFORM	1	95.00	1	95.00	0.00 1 0.00
SUBTOTALS				MATERIAL		177	HOURS 9.0
7.125	PERCENT SALES TAX					13	
	OH & P MATERIAL (10% OF MAT'L)		10	% OF MATERIAL		19	
MATERIAL TOTAL						208	
3.5	HOURS LABOR @ REG HOURLY RATE:		\$103.98	PER HOUR		364	
0.0	HOURS LABOR @ OT HOURLY RATE:		\$139.91	PER HOUR		0	
	OH & P ON SELF PERFORMED LABOR		10	% OF GROSS		36	
LABOR TOTAL						400	
MATERIAL TOTAL (FROM ABOVE)						208	
TOTAL MATERIAL AND SELF PERFORMED LABOR						609	
SUBCONTRACTOR SUBTOTAL (ATTACHED)						0	
	OH & P ON SUBCONTRACTED WORK		5	% OF GROSS		0	
SUBTOTAL						609	
INSPECTION FEE						N/A	
GRAND TOTAL PRICE						609	

SCHAMMEL ELECTRIC, INC. -- BID SUMMARY DATE: 11/27/2019 PR NO. 99.2
JOB: HASTINGS MIDDLE SCHOOL INSTALL OWNER CABLE & CALL BUTTONS

SIZE	MATL	DESCRIPTION	QUANTITY	PRICE	UNIT	AMOUNT	HOURS	PER	TOTAL
700		WIREMOLD BASE & COVER	40	216.57	100	86.63	4.00	100	1.60
V5748		WIREMOLD BOX	4	12.74	1	50.96	0.10	1	0.40
		WIREMOLD 2 HOLE STRAPS	12	90.00	100	10.80	16.00	100	1.92
MISC		LABOR STORAGE / CUT CEILING GRID, CLEAN	4	0.00	1	0.00	0.50	1	2.00
		MISC COST: COORDINATION/ DOCUMENTATION	0.5	0.00	1	0.00	1.00	1	0.50
DAY		LIFT RENTAL 15' PLATFORM	1	95.00	1	95.00	0.00	1	0.00
		INTERCOM SYSTEM INSTALL	1	MASTER ELEC	1	SUBCONTR	2.00	1	2.00
		"CALL BUTTON" OUTLET	4	BY OWNER	1	BY OWNER	BY SUB	1	BY SUB
		CABLE	400	BY OWNER	1000	BY OWNER	BY SUB	1000	BY SUB
SUBTOTALS						MATERIAL	243	HOURS	8.4
7.125		PERCENT SALES TAX				17			
		OH & P MATERIAL (10% OF MAT'L)	10	% OF MATERIAL		26			
MATERIAL TOTAL						287			
8.4		HOURS LABOR @ REG HOURLY RATE:	\$103.98	PER HOUR		876			
0.0		HOURS LABOR @ OT HOURLY RATE:	\$139.91	PER HOUR		0			
		OH & P ON SELF PERFORMED LABOR	10	% OF GROSS		88			
LABOR TOTAL						963			
MATERIAL TOTAL (FROM ABOVE)						287			
TOTAL MATERIAL AND SELF PERFORMED LABOR						1,250			
SUBCONTRACTOR SUBTOTAL (ATTACHED)						800			
		OH & P ON SUBCONTRACTED WORK	5	% OF GROSS		40			
SUBTOTAL						2,090			
INSPECTION FEE						N/A			
GRAND TOTAL PRICE						2,090			

Name:	Hastings MS Improvements CHANGE ORDERS
Job/Bid # :	304660
Submittal Date:	23-Oct-19
Reference:	PR#100
Scope:	100.1 Sheet E2.12 Provide power connection to GMU-1 in mechanical room B094 from nearest receptacle circuit with adequate load capacity. Extend and modify circuiting as needed. Coordinate and verify exact location with mechanical prior to rough-in. Reference RFI #194. 100.2 Sheet E2.26 Provide power connection to GMU-3 in boiler room H163 from nearest receptacle circuit with adequate locate capacity. Extend and modify circuiting as needed. Coordinate and verify exact location with mechanical prior to rough-in. Reference RFI #194. 100.3 Sheet E6.03 Revise and add GMU-1 and GMU-3 units to electrical motor and equipment schedule as shown.

Material	Material
Laborer	\$ -
Iron Worker	\$ -
Carpenter / Millwright	\$ -
Plumbing	\$ -
Pipefitter	\$ -
Yard Crew	\$ -
Site Sup	\$ -
Operator	\$ -
Misc. Material	\$ -
Material Subtotal	\$ -
Sales Tax	7.125% \$ -
Material Cost	\$ -

Approved
 Wold 12/5/19

	Hours	Hours			Wage Rates			Totals
		Straight	OT	DT	Straight	OT	DT	
Laborer	-				\$ 85.10	\$ 127.65	\$ 170.20	\$ -
Iron Worker	-				\$ 100.52	\$ 150.78	\$ 201.04	\$ -
Carpenter / Millwright	-				\$ 90.70	\$ 136.05	\$ 181.40	\$ -
Plumbing	-				\$ 111.37	\$ 167.06	\$ 222.74	\$ -
Pipefitter	-				\$ 114.78	\$ 172.17	\$ 229.56	\$ -
Yard Crew	-				\$ 85.10	\$ 127.65	\$ 170.20	\$ -
Site Sup	-				\$ 118.03	\$ 177.05	\$ 236.06	\$ -
Operator	-				\$ 90.09	\$ 135.14	\$ 180.18	\$ -
Subtotal Hours	-							\$ -

Subcontracts	Subcontractor	
	Schammel Electric	\$ 2,884
Subcontractors Total		\$ 2,884

Subtotal		\$ 2,884
Markups		
	Corval	10.00% \$ -
	Subcontractors	5.00% \$ 144
	Total Markups	\$ 144

Total Cost: \$ 3,028

Notes:
 Pricing is valid for 30 days
 Work to be performed by this estimate will not proceed until a written directive is received.
 A time extension is required to perform this work [redacted] days



Independent School District #200	Hastings Middle School Improvements
Corval Group	Attn: Tad Ulrich
1633 Eustis Street	
St. Paul, Mn 55108	
Phone: 651-605-2486	Fax
Email: tulrich@corvalgroup.com	

Submit an itemized (labor and material) quotation for the proposed modifications to the contract documents as described herein within 21 days of receipt. If a cost is not submitted within 21 days, this Proposal Request can be accepted at no additional cost. Written approval is required prior to proceeding with this change. COST EXPECTATIONS: <input type="checkbox"/> DEDUCT <input type="checkbox"/> NO COST <input checked="" type="checkbox"/> ADD	PR: #100
	Comm: # 182014
	Const. Pkg: #

Distribution:

- Joe Haas, ISD 200
- Jim Huberty, ISD 200
-
-
- James Dorr, BKBM
- Kyle Edsten, Wold
- Nathan Karlsrud,
- Sitha Chhum, Wold
- Nick Marcucci, Wold
-
-
- Michael Moening, Corval
- Tad Ulrich, Corval
-
- Tom Bakken, Hastings
- Chris Meier, DLI
-

Item	Description
100.1	Sheet E2.12 Provide power connection to GMU-1 in mechanical room B094 from nearest receptacle circuit with adequate load capacity. Extend and modify circuiting as needed. Coordinate and verify exact location with mechanical prior to rough-in. Reference RFI #194.
100.2	Sheet E2.26 Provide power connection to GMU-3 in boiler room H163 from nearest receptacle circuit with adequate locate capacity. Extend and modify circuiting as needed. Coordinate and verify exact location with mechanical prior to rough-in. Reference RFI #194.
100.3	Sheet E6.03 Revise and add GMU-1 and GMU-3 units to electrical motor and equipment schedule as shown.
100.1	20' - 1/2" EMT, 5' - 3/8" flex, 4 SQ deep j-box, 4sq box ext, 1/2" - 3/8" changeover 1- raised sw cover, 1p switch, 1- raised dup recept cover, Dup recept, 25' x 3 #12 awg thhn Straps/anchors, conn to exist cct, labor.....\$ 1,049.00
100.2	80' - 1/2" EMT, 5' - 3/8" flex, 1/2" - 3/8" changeover, 4sq deep j-box, Strut foot, 20' - 1 5/8" strut 1- raised sw cover, 1p switch, 1/2" EMT caddy beam clamp, Strut straps, anchors, connectors, couplings, 3/8 hardware to bolt strut , 95'x 3 #12awg thhn, conn to exist cct, labor.....\$ 1,835.00
100.3	NO CHANGE

TOTAL ELECTRICAL PRICING.....\$2,884.00

Attachments: E2.12, E2.26 & E6.03

Issued By: Fu Xiong

Date: 11/13/2019

SCHAMMEL ELECTRIC, INC.

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101
woldae.com | 651 227 7773

PLANNERS
ARCHITECTS
ENGINEERS

KEVIN J. SCHAMMEL 11/27/19

SCHAMMEL ELECTRIC, INC. -- BID SUMMARY			DATE:	11/27/2019	PR		NO.	100.1
JOB: HASTINGS MIDDLE SCHOOL			POWER CONN TO GMU-1 MOTOR					
SIZE	MATL	DESCRIPTION	QUANTITY	PRICE	UNIT	AMOUNT	HOURS	PER TOTAL
1/2"	EMT	CONDUIT	20	39.51	100	7.90	5.00	100 1.00
1/2"	EMT	SS STEEL CONNECTORS	2	29.97	100	0.60	0.00	1 0.00
1/2"	EMT	SS STEEL COUPLINGS	2	39.81	100	0.80	0.00	1 0.00
1/2"	EMT	CONDUIT SUPPORT/HANGER	4	118.00	100	4.72	0.00	1 0.00
1/2"	EMT	TO 3/8" FLEX CHANGE OVER	1	235.00	100	2.35	0.25	1 0.25
3/8"	FLEX	GREENFIELD CONDUIT	5	69.14	100	3.46	5.00	100 0.25
3/8"	FLEX	GREENFIELD CONN	1	295.00	100	2.95	0.05	1 0.05
# 12	STR	THHN COPPER WIRE	75	183.50	1000	13.76	5.00	1000 0.38
1221	S1	SINGLE POLE SWITCH	1	345.00	100	3.45	0.20	1 0.20
5352	R2	DUPLEX RECEPTACLE	1	5.65	1	5.65	0.30	1 0.30
RACO	232	4" SQ X 2-1/8 DP BOX 1/2" & 3/4 TKO	1	3.50	1	3.50	0.60	1 0.60
RACO	780	4" BOX EXTENSION RING	1	3.00	1	3.00	0.10	1 0.10
RACO	800	4" RAISED SWITCH COVER	1	1.50	1	1.50	0.60	1 0.60
RACO	802	4" RAISED DUPLEX COVER	1	1.50	1	1.50	0.20	1 0.20
	RED	SCOTCHLOK WIRENUT CONNECTOR	6	22.83	100	1.37	0.00	1 0.00
	GPT	GROUND PIGTAILS	1	95.00	100	0.95	0.00	1 0.00
SMOTR		SMALL MOTOR CONNECTION	1	10.00	1	10.00	1.00	1 1.00
EQ CON	MISC	LABOR/ DISC RECONN LIGHTS	1	0.00	1	0.00	2.00	1 2.00
		CONN TO EXIST LOCAL CIRCUIT	1	5.00	1	5.00	0.50	1 0.50
PLATED		ANCHOR BOX/STRAP: 1 X 10 OR 1/4-20	8	35.00	100	2.80	0.02	1 0.16
		MISC COST: COORDINATION/ DOCUMENTATION	0.5	0.00	1	0.00	1.00	1 0.50
SUBTOTALS						75	HOURS	8.1
7.125	PERCENT SALES TAX					5		
	OH & P MATERIAL (10% OF MAT'L)		10	% OF MATERIAL		8		
MATERIAL TOTAL						89		
8.1	HOURS LABOR @ REG HOURLY RATE:		\$103.98	PER HOUR		841		
0.0	HOURS LABOR @ OT HOURLY RATE:		\$139.91	PER HOUR		0		
	OH & P ON SELF PERFORMED LABOR		10	% OF GROSS		84		
LABOR TOTAL						925		
MATERIAL TOTAL (FROM ABOVE)						89		
TOTAL MATERIAL AND SELF PERFORMED L						1,014		
SUBCONTRACTOR SUBTOTAL (ATTACHE						0		
OH & P ON SUBCONTRACTED WORK						5	% OF GROSS	0
SUBTOTAL						1,014		
INSPECTION FEE						35		
GRAND TOTAL PRICE						1,049		

SCHAMMEL ELECTRIC, INC. -- BID SUMMARY			DATE:	11/27/2019	PR	NO.	100.2
JOB: HASTINGS MIDDLE SCHOOL			POWER CONN TO GMU-3 MOTOR				
SIZE	MATL	DESCRIPTION	QUANTITY	PRICE	UNIT	AMOUNT	HOURS PER TOTAL
1/2"	EMT	CONDUIT	80	39.51	100	31.61	5.00 100 4.00
1/2"	EMT	SS STEEL CONNECTORS	2	29.97	100	0.60	0.00 1 0.00
1/2"	EMT	SS STEEL COUPLINGS	10	39.81	100	3.98	0.00 1 0.00
1/2"	EMT	CONDUIT SUPPORT/HANGER	10	118.00	100	11.80	0.00 1 0.00
1/2"	EMT	TO 3/8" FLEX CHANGE OVER	1	235.00	100	2.35	0.25 1 0.25
3/8"	FLEX	GREENFIELD CONDUIT	5	69.14	100	3.46	5.00 100 0.25
3/8"	FLEX	GREENFIELD CONN	1	295.00	100	2.95	0.05 1 0.05
# 12	STR	THHN COPPER WIRE	285	183.50	1000	52.30	5.00 1000 1.43
1221	S1	SINGLE POLE SWITCH	1	345.00	100	3.45	0.20 1 0.20
RACO	232	4" SQ X 2-1/8 DP BOX 1/2" & 3/4 TKO	1	3.50	1	3.50	0.60 1 0.60
RACO	752	4" SQ BLANK COVER	1	0.75	1	0.75	0.10 1 0.10
RACO	780	4" BOX EXTENSION RING	1	3.00	1	3.00	0.10 1 0.10
RACO	800	4" RAISED SWITCH COVER	1	1.50	1	1.50	0.60 1 0.60
	RED	SCOTCHLOK WIRENUT CONNECTOR	6	22.83	100	1.37	0.00 1 0.00
	GPT	GROUND PIGTAILS	1	95.00	100	0.95	0.00 1 0.00
SMOTR		SMALL MOTOR CONNECTION	1	10.00	1	10.00	1.00 1 1.00
EQ CON	MISC	LABOR/ DISC RECONN LIGHTS	1	0.00	1	0.00	2.00 1 2.00
		CONN TO EXIST LOCAL CIRCUIT	1	5.00	1	5.00	0.50 1 0.50
UNISTR	B905	1-5/8"X1-5/8 CHANNEL W/ HOLES	10	121.00	100	12.10	1.00 100 0.10
UNISTR		MOUNTING FOOT	1	24.95	1	24.95	0.50 1 0.50
KINDOR	B911	3/8" SPRING NUT	3	127.22	100	3.82	4.00 100 0.12
PLATED		ANCHOR BOX/STRAP: 1 X 10 OR 1/4-20	16	35.00	100	5.60	0.02 1 0.32
CADDY		BEAM CLAMP HANGER FOR 1/2" EMT	2	1.85	1	3.70	0.10 1 0.20
		MISC COST: COORDINATION/ DOCUMENTATION	0.5	0.00	1	0.00	1.00 1 0.50
DAY		LIFT RENTAL 15' PLATFORM	1	95.00	1	95.00	0.00 1 0.00
SUBTOTALS				MATERIAL		284	HOURS 12.8
7.125	PERCENT SALES TAX					20	
	OH & P MATERIAL (10% OF MAT'L)		10	% OF MATERIAL		30	
MATERIAL TOTAL						334	
12.8	HOURS LABOR @ REG HOURLY RATE:		\$103.98	PER HOUR		1,333	
0.0	HOURS LABOR @ OT HOURLY RATE:		\$139.91	PER HOUR		0	
	OH & P ON SELF PERFORMED LABOR		10	% OF GROSS		133	
LABOR TOTAL						1,466	
MATERIAL TOTAL (FROM ABOVE)						334	
TOTAL MATERIAL AND SELF PERFORMED L						1,800	
SUBCONTRACTOR SUBTOTAL (ATTACHE						0	
OH & P ON SUBCONTRACTED WORK			5	% OF GROSS		0	
SUBTOTAL						1,800	
INSPECTION FEE						35	
GRAND TOTAL PRICE						1,835	

Name:	Hastings MS Improvements CHANGE ORDERS	
Job/Bid # :	304660	
Submittal Date:		29-Jan-20
Reference:	PR#103	
Scope:	<p>103.1 AHU-31 changed from a Haakon custom unit to a York modular unit. Refer to attached M8.203.</p> <p>103.2 New AHU-31 is provided without integral airflow measuring stations. Controls contractor shall remove the connections from BAS to the stations no longer provided. Refer to attached Spec 23 09 93.</p> <p>103.3 New AHU-31 is provided without integral lights and receptacle. Provide credit for removal of power connections to lights and receptacle from the nearest 120V receptacle circuit.</p> <p>103.4 Provide credit for additional seventeen (17) mechanical AHU units (AHU #2, #6, #7, #8, #10, #11, #13, #14, #18, #19, #20, #21, #22, #23, #24, #25 & #30) that did not require integral lightings and receptacle power connections per PR #28.</p> <p>103.5 Provide credit for six (6) mechanical AHU units (AHU #12, #13, #14, #26, #27, & #29) that did not require an ERU fused disconnect switch connection per PR #28.</p>	

Material	Material
Laborer	\$ -
Iron Worker	\$ -
Carpenter / Millwright	\$ -
Plumbing	\$ -
Pipefitter	\$ -
Yard Crew	\$ -
Site Sup	\$ -
Operator	\$ -
Misc. Material	\$ -
Material Subtotal	\$ -
Sales Tax	7.125% \$ -
Material Cost	\$ -

	Hours			Wage Rates			Totals	
	Hours	Straight	OT	DT	Straight	OT		DT
Laborer	-	-	-	-	\$ 85.40	\$ 127.65	\$ 170.20	\$ -
Iron Worker	-	-	-	-	\$ 100.52	\$ 150.78	\$ 201.04	\$ -
Carpenter / Millwright	-	-	-	-	\$ 90.70	\$ 136.05	\$ 181.40	\$ -
Plumbing	-	-	-	-	\$ 111.37	\$ 167.06	\$ 222.74	\$ -
Pipefitter	-	-	-	-	\$ 114.78	\$ 172.17	\$ 229.56	\$ -
Yard Crew	-	-	-	-	\$ 85.40	\$ 127.65	\$ 170.20	\$ -
Site Sup	-	-	-	-	\$ 118.03	\$ 177.05	\$ 236.06	\$ -
Operator	-	-	-	-	\$ 90.09	\$ 135.14	\$ 180.18	\$ -
Subtotal Hours	-	-	-	-				\$ -
Labor Cost								\$ -

Subcontractors	Subcontractor	
	Master Mechanical	\$ (3,900)
	Schammel Electric	\$ (9,978)
Subcontractors Total		\$ (13,878)

Subtotal		\$ (13,878)
Markups		
	Corval	0.00% \$ -
	Subcontractors	0.00% \$ -
	Total Markups	\$ -

Notes:
 Pricing is valid for 30 days
 Work to be performed by this estimate will not proceed until a written directive is received.
 A time extension is required to perform this work [redacted] days

Total Cost: \$ (13,878)



PROPOSAL REQUEST

Independent School District #200	Hastings Middle School Improvements
Corval Group	Attn: Tad Ulrich
1633 Eustis Street	
St. Paul, Mn 55108	
Phone: 651-605-2486	Fax
Email: tulrich@corvalgroup.com	

Submit an itemized (labor and material) quotation for the proposed modifications to the contract documents as described herein within 21 days of receipt. If a cost is not submitted within 21 days, this Proposal Request can be accepted at no additional cost. Written approval is required prior to proceeding with this change.	PR: # 103
	Comm: # 182014
	Const. Pkg: #
COST EXPECTATIONS: <input checked="" type="checkbox"/> DEDUCT <input type="checkbox"/> NO COST <input type="checkbox"/> ADD	

Distribution:

- Joe Haas, ISD 200
- Jim Huberty, ISD 200
-
-
- James Dorr, BKBM
- Kyle Edsten, Wold
- Nathan Karlsrud,
- Sitha Chhum, Wold
- Nick Marcucci, Wold
-
-
- Michael Moening, Corval
- Tad Ulrich, Corval
-
- Tom Bakken, Hastings
- Chris Meier, DLI
-

Item	Description
103.1	AHU-31 changed from a Haakon custom unit to a York modular unit. Refer to attached M8.203.
103.2	New AHU-31 is provided without integral airflow measuring stations. Controls contractor shall remove the connections from BAS to the stations no longer provided. Refer to attached Spec 23 09 93.
103.3	New AHU-31 is provided without integral lights and receptacle. Provide credit for removal of power connections to lights and receptacle from the nearest 120V receptacle circuit.
103.4	Provide credit for additional seventeen (17) mechanical AHU units (AHU #2, #6, #7, #8, #10, #11, #13, #14, #18, #19, #20, #21, #22, #23, #24, #25 & #30) that did not require integral lightings and receptacle power connections per PR #28.
103.5	Provide credit for six (6) mechanical AHU units (AHU #12, #13, #14, #26, #27, & #29) that did not require an ERU fused disconnect switch connection per PR #28.

CREDIT:
 17 CONN FOR LIGHTS , REC,
 BOXES, COVERS, ETC
 CREDIT 25' X 17 = 425'-1/2" EMT
 4 X 17 = 68 1/2" COUP, CONN,STRAPS
 CREDIT 1800' - #12 WIRE
 CREDIT 6 - 30A HD FUS DISC SW
 18 - FUSES FOR ERU WHEEL

TOTAL ELECTRICAL PRICING \$ 9,978.00 CREDIT

Attachments: Specification 23 09 93
Sheet M8.203, E6.02

Issued By: Kyle Edsten

Date: 12/17/2019

SCHAMMEL ELECTRIC, INC.

KEVIN J. SCHAMMEL
 1/24/20

Wold Architects and Engineers
 332 Minnesota Street, Suite W2000
 Saint Paul, MN 55101
 woldae.com | 651 227 7773

PLANNERS
 ARCHITECTS
 ENGINEERS

From: Scott Szybatka <SSzybatka@mastermechanical.com>
Sent: Wednesday, January 8, 2020 2:47 PM
To: Michael Moening
Subject: RE: PR #103 for Hastings Middle School
Attachments: RE_PR #103 for Hastings Middle School.msg

The credit we can offer is (\$3,900) total. For this PR#103.

From: Michael Moening <mmoening@corvalgroup.com>
Sent: Tuesday, December 17, 2019 2:04 PM
To: Scott Szybatka <SSzybatka@mastermechanical.com>; Kevin Schammel <kevin@schammelectric.com>; Jeff Bergsten <Jeff.Bergsten@humeratech.com>; John Ross JR <jross@corvalgroup.com>; Brock Wilson <bwilson@corvalgroup.com>
Cc: Tad Ulrich <tulrich@corvalgroup.com>
Subject: FW: PR #103 for Hastings Middle School

Please see attached for PR#103.

Thanks,



Michael T. Moening | mmoening@corvalgroup.com
D 651-605-2499 | C 763-232-0662

Corval Group | 1633 Eustis Street, St. Paul, MN 55108
www.corvalgroup.com | **WE BUILD CONFIDENCE**

From: Kyle Edsten [<mailto:kedsten@woldae.com>]
Sent: Tuesday, December 17, 2019 1:49 PM
To: Michael Moening <mmoening@corvalgroup.com>; Tad Ulrich <tulrich@corvalgroup.com>
Cc: Nick Marcucci <nmarcucci@woldae.com>; Sitha Chhum <schhum@woldae.com>; Nathan Karlsrud <nkarlsrud@woldae.com>; Fu Xiong <fxiong@woldae.com>
Subject: PR #103 for Hastings Middle School

Mike,

See attached PR as discussed.

Sincerely,

Wold Architects and Engineers

Kyle Edsten | P.E.

Associate

332 Minnesota Street, Suite W2000

Saint Paul, Minnesota 55101

t 651 227 7773 | woldae.com

Comm. No.: 182014

From: Jeff Bergsten <Jeff.Bergsten@humeratech.com>
Sent: Friday, January 24, 2020 6:40 AM
To: Michael Moening
Subject: RE: PR #103 for Hastings Middle School

Mike,
Looking through it there is no price change for us.

Thanks.

Jeff Bergsten
Senior Project Manager
HumeraTech (Direct Digital Controls)
14295 James Road Suite #200
Rogers, MN 55374
D: 763-255-3205
C: 612-328-5214
www.humeratech.com

Jeff Bergsten
Senior Project Manager
Jeff.Bergsten@humeratech.com
www.HumeraTech.com
Direct: (763) 255-3205
Cell: (612) 328-5214



(Direct Digital Controls)
14295 James Road #200 | Rogers, MN | 55374 | Main: (763) 255-3200
24-hour service: (763) 255-3217

From: Michael Moening [<mailto:mmoening@corvalgroup.com>]
Sent: Thursday, January 23, 2020 2:27 PM
To: Jeff Bergsten
Cc: Tad Ulrich
Subject: FW: PR #103 for Hastings Middle School
Importance: High

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Jeff,

It's been a few weeks since this email. I have not received anything from you on this PR.



Name:	Hastings MS Improvements CHANGE ORDERS
Job/Bid # :	304660
Submittal Date:	23-Oct-19
Reference:	PR#104
Scope:	104.1 Provide concrete block wall for lift support per PR#104. Labor for cleanup/staging area

Material	Material
Laborer	\$ -
Iron Worker	\$ -
Carpenter / Millwright	\$ -
Plumbing	\$ -
Pipefitter	\$ -
Yard Crew	\$ -
Site Sup	\$ -
Operator	\$ -
Misc. Material	\$ 10
Material Subtotal	\$ 10
Sales Tax	7.125% \$ 1
Material Cost	\$ 11

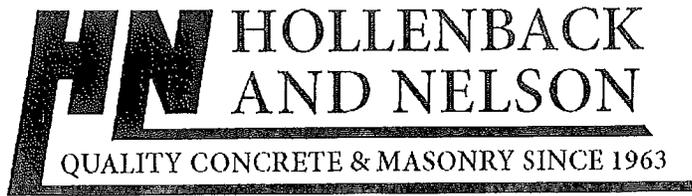
Approved
Wold 1/23/2020

	Hours	Hours			Wage Rates			Totals
		Straight	OT	DT	Straight	OT	DT	
Laborer	-	-			\$ 85.10	\$ 127.65	\$ 170.20	\$ -
Iron Worker	-	-			\$ 100.52	\$ 150.78	\$ 201.04	\$ -
Carpenter / Millwright	-	-			\$ 90.70	\$ 136.05	\$ 181.40	\$ -
Plumbing	-	-			\$ 111.37	\$ 167.06	\$ 222.74	\$ -
Pipefitter	-	-			\$ 114.78	\$ 172.17	\$ 229.56	\$ -
Yard Crew	4	4			\$ 85.10	\$ 127.65	\$ 170.20	\$ 340
Site Sup	-	-			\$ 118.03	\$ 177.05	\$ 236.06	\$ -
Operator	-	-			\$ 90.09	\$ 135.14	\$ 180.18	\$ -
Subtotal Hours	4	4	-	-				
Labor Cost								\$ 340

Subcontracts	Subcontractor	
	Hollenbeck Nelson	\$ 1,358
		\$ -
Subcontractors Total		\$ 1,358

Subtotal		\$ 1,709
	Markups	
	Corval	10.00% \$ 35
	Subcontractors	5.00% \$ 68
	Total Markups	\$ 103
	Total Cost:	\$ 1,812

Notes:
 Pricing is valid for 30 days
 Work to be performed by this estimate will not proceed until a written directive is received.
 A time extension is required to perform this work [redacted] days



1206 114th Lane NW
Coon Rapids, MN 55448
hnmasonry.com
(Phone) 763.862.7525
(Fax-Acctg) 763.862.7561
(Fax-PM) 763.862.7545

PROPOSAL PR#104

December 17, 2019

Proposal Submitted To:
Corval Group
Attn: Tad Ulrich

Work To Be Performed At:
Hastings Middle School
Hastings, MN

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

CONCRETE AND MASONRY INCLUDES:

Item # 104.1 per PR#104-Infill 6" wall between walls @ Vertical Platform in Auditorium: Material and Labor: 6" cmu, 6" Bond beam, mortar, rebar, corrugated wall ties, dur-o-wal, scaffold and conc. corefill.

Item # 10.1 per PR#10- ADD: \$ 1,358.00

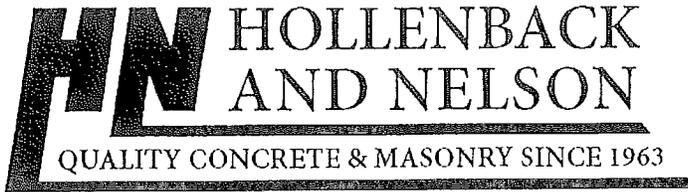
Material: \$ 334.00
Labor: \$ 900.00
Overhead: \$ 124.00

Item # 10.1

10 Hours Labor:	\$ 900.00
43 Pcs. 6" Cmu:	\$ 70.00
4 pcs. 6" b.b.:	\$ 8.00
¼ c.y. Mortar/Corefill:	\$ 135.00
Misc. Material:	\$ 121.00
10% Overhead:	\$ 124.00
Total:	\$ 1,358.00

CONCRETE AND MASONRY EXCLUDES:

Heat and cover, concrete heat charges/accelerators, posted road charges by ready-mix supplier, concrete curbs, curb and gutter, aprons/approaches at street, all under slab insulation, gyperete, demo/shoring/sawing/removal of existing, polishing/burnishing floors, colored/stained/stamped/polished/exposed aggregate concrete, spray applied vapor barrier, sidewalk/street closures or permits, installation of bolt-in door frames, open-core block unless specifically noted above, supply or install of safety rails on elevated decks, dewatering, mud removal, excavation, backfill, granular/gravel/sand/stone fill, anchor bolts, misc. steel material, embed material, joint sealants, slab sealers/hardeners/dustproofers, layout, staking, light pole bases, directional sign bases, splash blocks, roof pavers, dumpsters, caulking, waterproofing, damp-proofing, fire-proofing, monument signs, testing, special inspections, repair of curling/cracking/crazing/shrinkage, mechanical/electrical housekeeping pads, premium time, liquidated damages, bonds, permits. Mortar mixing water by others. Any safety programs/regulations that differ from 2017 standard OSHA and/or other government regulations (i.e. EPA). No color selections, designs or engineering work. Consequential damages.



1206 114th Lane NW
Coon Rapids, MN 55448
hnmasonry.com
(Phone) 763.862.7525
(Fax-Acctg) 763.862.7561
(Fax-PM) 763.862.7545

**PROPOSAL
PR#104**

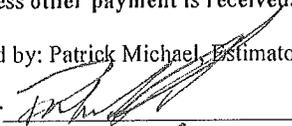
December 17, 2019

Proposal Submitted To:
Corval Group
Attn: Tad Ulrich

Work To Be Performed At:
Hastings Middle School
Hastings, MN

* All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workman-like manner for the sum of Dollars as specified above. Payments are due 30 days after invoicing. Payments overdue will be assessed a monthly interest rate of 1%. **Payment for small projects under \$10,000.00: Pre-approval of credit card (VISA, Master Card or Discover) may be required prior to start of work. Payment due in full after completion of work. Credit card will be billed upon completion unless other payment is received.**

Respectfully submitted by: Patrick Michael, Estimator.

Per 
Date 12-17-19

Note- This proposal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work provided by Hollenback & Nelson (see Qualifications on following page).

SIGNATURE _____
Name
(Please Print) _____

Title _____
Date _____

**PROPOSAL
PR#104**

December 17, 2019

Proposal Submitted To:
Coryal Group
Attn: Tad Ulrich

Work To Be Performed At:
Hastings Middle School
Hastings, MN

QUALIFICATIONS:

1. Bid assumes a standard AGC/AIA subcontract.
2. Bid assumes 5% retainage on Labor and 0% retainage on Materials.
3. This proposal shall be incorporated into any contract agreement and shall supersede and replace all conflicting terms and conditions in the subcontract and/or prime contract.
4. Included in this proposal is Standard Liability Insurance Form ACORD 25 (2009/09). Should different forms (i.e. CG 2010 10 01, CG 2037 10 01), Additional Insureds or additional endorsements be required, additional costs to be determined shall be added to the above estimate in the amount of not less than \$500.00 per additional form or endorsement.
5. Subcontractor will only prevent and/or remove the filing of liens to the extent of payments received.
6. Lien waivers will only be provided to the extent of payments actually received.
7. Subcontractor will only reimburse any bond over costs as applies to payments actually received, as reasonable.
8. Subcontractor and its suppliers reserve the right to file a lien or bond claim without penalty on any balances due.
9. Schedule, durations and schedule changes to be mutually agreed to.
10. Work scope excludes heat and cover/concrete heat charges/concrete accelerators/blanketing/winter condition work.
11. Subcontractor progress billings per AIA process performed monthly and based on work completed through the end of the month.
12. Subcontractor progress payments are due 45 days after billings on the agreed to billing date.
13. Subcontractor may suspend work without penalty if progress payments are not received 60 days after billing.
14. Subcontractor excludes survey work and is not responsible for the locate of grids, building footprint and bench hubs.
15. Contractor/Owner and Subcontractor all waive consequential damages.
16. Contractor/Owner to provide builders risk insurance.
17. Subcontractor has not priced and does not accept liquidated damages.
18. Subcontractor accepts actual damages incurred by contractor only as prorated and is limited to the extent of Subcontractor caused delays.
19. Control joint locations by architect.
20. Product submittals will be acceptable as material records and/or manuals.
21. Extra work and extra costs to be agreed to in writing before work proceeds.
22. Premium time work or shift work is not included and/or priced.
23. Subcontractor retains the right to dispute any rejection of work.
24. Reasonable storage and staging areas will be required. Relocation of storage and staging areas to be mutually agreed to.
25. No mold removal, protection, and/or mold indemnity costs
26. Standard OSHA safety requirements included in bid price. Safety compliance work in excess of OSHA standards is excluded.
27. No asbestos, PCB indemnity provided and/or related inspection and testing work.
28. Bid assumes "standard floor flatness." No allowance has been made for any high tolerance floor slabs or any special floor measuring, grinding, etc.
29. No floor flatness testing is included. Testing by others and must be completed within 24 hours of slab placement.
30. Subgrade and air temperatures to be a minimum of 60 degrees by others for slab placements.
31. No temporary site utilities.
32. Mortar mixing water by Contractor.
33. H&N does not recommend the use of burnished block for exterior applications.
34. Applies to apartment building projects: Subcontractor has provided its pricing for this project based on the fact that the project consists of construction of an apartment building. Subcontractor's pricing does not contemplate that the project will be used as or converted to a Home Owners Association, private or multiple private residences, condominiums, or some use other than as an apartment building. If the project use is changed in any manner from that of an apartment building within 11 years from the date of issuance of the certificate of occupancy (the "Term"), including but not limited to change of use as a Home Owners Association, private or multiple private residences, and condominiums, then the Contractor shall defend, indemnify and hold harmless Subcontractor from any and all liens, demands, judgments or claims of any type or nature relating to the Subcontractor's work or that of its subcontractors or suppliers that were discovered, should have been discovered, or that arose during the Term.
The Contractor shall procure insurance for the defense and indemnification obligation relating to change of use of the project.



Name:	Hastings MS Improvements CHANGE ORDERS	
Job/Bid # :	304660	
Submittal Date:		27-Jan-20
Reference:	PR#105	
Scope:	105.1 Provide metal ceiling transition at room G170	

Material		Material
Laborer	\$	-
Iron Worker	\$	-
Carpenter / Millwright	\$	-
Plumbing	\$	-
Pipefitter	\$	-
Yard Crew	\$	-
Site Sup	\$	-
Operator	\$	-
Misc. Material	\$	-
Material Subtotal		\$ -
Sales Tax	Approved	
Material Cost	WOLD 2/3/20	\$ -
		7.125%
		\$ -
		\$ -

	Hours	Hours			Wage Rates			Totals
		Straight	OT	DT	Straight	OT	DT	
Laborer	-	-			\$ 85.10	\$ 127.65	\$ 170.20	\$ -
Iron Worker	-	-			\$ 100.52	\$ 150.78	\$ 201.04	\$ -
Carpenter / Millwright	-	-			\$ 90.70	\$ 136.05	\$ 181.40	\$ -
Plumbing	-	-			\$ 111.37	\$ 167.06	\$ 222.74	\$ -
Pipefitter	-	-			\$ 114.78	\$ 172.17	\$ 229.56	\$ -
Yard Crew	-	-			\$ 85.10	\$ 127.65	\$ 170.20	\$ -
Site Sup	-	-			\$ 118.03	\$ 177.05	\$ 236.06	\$ -
Operator	-	-			\$ 90.09	\$ 135.14	\$ 180.18	\$ -
Subtotal Hours	-	-	-	-				
Labor Cost								\$ -

Subcontractors	Subcontractor	
	Ceiling Pro	\$ 550
		\$ -
Subcontractors Total		\$ 550

Subtotal		\$	550
	Markups		
	Corval	10.00%	\$ -
	Subcontractors	5.00%	\$ 28
	Total Markups		\$ 28
	Total Cost:	\$	578

Notes:
Pricing is valid for 30 days
Work to be performed by this estimate will not proceed until a written directive is received.
A time extension is required to perform this work [redacted] days

From: Shane Tointon <ceilingpro@ymail.com>
Sent: Wednesday, January 29, 2020 1:44 PM
To: Michael Moening
Subject: Re: PR#105

Add \$550

Sent from my iPhone

On Jan 29, 2020, at 10:16 AM, Michael Moening <mmoening@corvalgroup.com> wrote:

Morning Shane,

It sounds like you spoke with John about this already. Are you sending pricing over today?

<image001.jpg>

Michael T. Moening | mmoening@corvalgroup.com
D 651-605-2499 | C 763-232-0662

Corval Group | 1633 Eustis Street, St. Paul, MN 55108
www.corvalgroup.com | **WE BUILD CONFIDENCE**

From: Shane Tointon [<mailto:ceilingpro@ymail.com>]
Sent: Tuesday, January 28, 2020 9:35 AM
To: Michael Moening <mmoening@corvalgroup.com>
Cc: John Ross JR <jross@corvalgroup.com>
Subject: Re: PR#105

Do you have a length of the area? Height of the metal drop?

Sent from my iPhone



CORVAL CONSTRUCTORS, INC.

Change Request

Name:	Hastings MS Improvements CHANGE ORDERS	
Job/Bid # :	304660	
Submittal Date:		27-Jan-20
Reference:	PR#110	
Scope:	110.1 Provide new soffit per the attached.	

Material		Material
Laborer		\$ -
Iron Worker		\$ -
Carpenter / Millwright		\$ -
Plumbing		\$ -
Pipefitter		\$ -
Yard Crew		\$ -
Site Sup		\$ -
Operator		\$ -
Misc. Material		\$ -
Material Subtotal	APPROVED	\$ -
Sales Tax	WOLD 2/3/20	\$ 7.125%
Material Cost		\$ -

	Hours	Hours			Wage Rates			Totals
		Straight	OT	DT	Straight	OT	DT	
Laborer	-	-			\$ 85.10	\$ 127.65	\$ 170.20	\$ -
Iron Worker	-	-			\$ 100.52	\$ 150.78	\$ 201.04	\$ -
Carpenter / Millwright	-	-			\$ 90.70	\$ 136.05	\$ 181.40	\$ -
Plumbing	-	-			\$ 111.37	\$ 167.06	\$ 222.74	\$ -
Pipefitter	-	-			\$ 114.78	\$ 172.17	\$ 229.56	\$ -
Yard Crew	-	-			\$ 85.10	\$ 127.65	\$ 170.20	\$ -
Site Sup	-	-			\$ 118.03	\$ 177.05	\$ 236.06	\$ -
Operator	-	-			\$ 90.09	\$ 135.14	\$ 180.18	\$ -
Subtotal Hours	-	-	-	-				
Labor Cost								\$ -

Subcontractors	Subcontractor	
	Ceiling Pro	\$ 600
		\$ -
Subcontractors Total		\$ 600

Subtotal		\$ 600
	Markups	
	Corval	\$ 10.00%
	Subcontractors	\$ 5.00%
	Total Markups	\$ 30

Notes: **Total Cost: \$ 630**

Pricing is valid for 30 days

Work to be performed by this estimate will not proceed until a written directive is received.

A time extension is required to perform this work [redacted] days

From: Shane Tointon <ceilingpro@ymail.com>
Sent: Tuesday, January 28, 2020 12:24 PM
To: Michael Moening
Subject: Re: PR#110 Pricing

Add \$600

Sent from my iPhone



Name:	Hastings MS Improvements CHANGE ORDERS	
Job/Bid # :	304660	
Submittal Date:		23-Oct-19
Reference:	Caulking wall joints exposed by removing existing FTR and installing new smaller profile FTR.	
Scope:	See attached drawings for areas requiring caulking exposed wall joints.	

Material		Material
Laborer	\$	-
Iron Worker	\$	-
Carpenter / Millwright	\$	-
Plumbing	\$	-
Pipefitter	\$	-
Yard Crew	\$	-
Site Sup	\$	-
Operator	\$	-
Misc. Material	\$	-
Material Subtotal	Approved	\$ -
Sales Tax	Wold 1/27/20	7.125% \$ -
Material Cost		\$ -

	Hours	Hours			Wage Rates			Totals
		Straight	OT	DT	Straight	OT	DT	
Laborer	-	-			\$ 85.10	\$ 127.65	\$ 170.20	\$ -
Iron Worker	-	-			\$ 100.52	\$ 150.78	\$ 201.04	\$ -
Carpenter / Millwright	-	-			\$ 90.70	\$ 136.05	\$ 181.40	\$ -
Plumbing	-	-			\$ 111.37	\$ 167.06	\$ 222.74	\$ -
Pipefitter	-	-			\$ 114.78	\$ 172.17	\$ 229.56	\$ -
Yard Crew	-	-			\$ 85.10	\$ 127.65	\$ 170.20	\$ -
Site Sup	-	-			\$ 118.03	\$ 177.05	\$ 236.06	\$ -
Operator	-	-			\$ 90.09	\$ 135.14	\$ 180.18	\$ -
Subtotal Hours	-	-	-	-				

Labor Cost \$ -

Subcontracts

Subcontractor	
Capital City Glass	\$ 1,048
	\$ -

Subcontractors Total \$ 1,048

Subtotal \$ 1,048

Markups

Corval	10.00%	\$ -
Subcontractors	5.00%	\$ 52
Total Markups		\$ 52

Total Cost: \$ 1,100

Notes:
Pricing is valid for 30 days
Work to be performed by this estimate will not proceed until a written directive is received.
A time extension is required to perform this work [redacted] days

Change Order

Request #: 05

General Contractor: Corval Group
To: Mike

Date: 1/2/2020

Job Name: Hastings Middle School

TAX HAS BEEN INCLUDED IN THE BELOW PRICE

Please change the contracted amount with the below number

ADD	\$1,048 .00
------------	--------------------

Description:

Material and Labor for 1 guy (8 hours) to caulk.

By approving this CO, you agree to adding the following days for completion:

Proposal By: Ben Schwieger

By signing below, you agree to the above change order request

Approval of Change Order

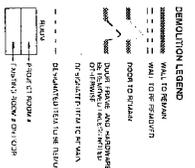
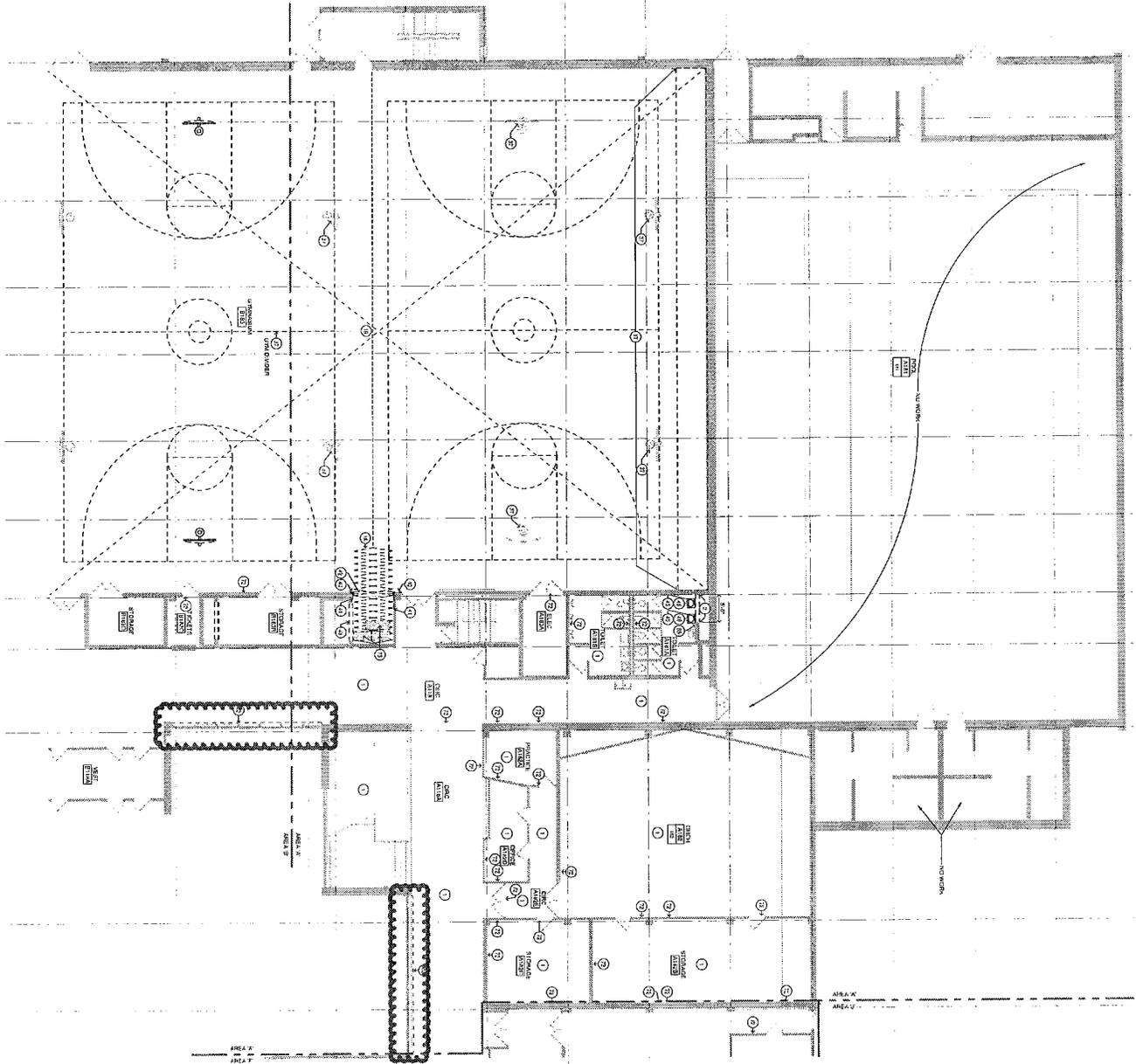
Signature: _____

Date: _____

CHANGE ORDER VALID FOR 30 DAYS

22 21 20 19 18 17 16 15 14 13 12 11

A B C D E F G H J K L M



DEMOLITION GENERAL NOTES
1. DEMOLITION SHALL BE ACCORDING TO THE FOLLOWING NOTES AND SPECIFICATIONS.
2. ALL DEMOLITION SHALL BE ACCORDING TO THE FOLLOWING NOTES AND SPECIFICATIONS.
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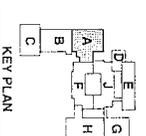
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- 21. ALL DEMOLITION SHALL BE ACCORDING TO THE FOLLOWING NOTES AND SPECIFICATIONS.
- 22. ALL DEMOLITION SHALL BE ACCORDING TO THE FOLLOWING NOTES AND SPECIFICATIONS.

HASTINGS MIDDLE SCHOOL IMPROVEMENTS
1001 11th St NW
Hastings, MN 55033

INDEPENDENT SCHOOL DISTRICT #200
Hastings, MN 55033

Wold

WOLD ARCHITECTS AND ENGINEERS
1001 11th St NW
Hastings, MN 55033



MAIN LEVEL DEMOLITION PLAN - AREA A

DATE: 11/11/11
DRAWN BY: [Signature]
CHECKED BY: [Signature]
SCALE: AS SHOWN

A1.01c



Name:	Hastings MS Improvements CHANGE ORDERS
Job/Bid # :	304660
Submittal Date:	23-Oct-19
Reference:	Paint Adds (No PR # Available for Reference)
Scope:	Prime and paint CMU walls at removed FTR locations for Phase 1 Only. Install framing, cut & install piece of drywall, paint to finish. - computer room J133 Cut, stained, clear coated, and installed end panel patches on cabinetry where fin tube was removed - Rooms 232,233,239. Carpentry materials, stain, cans of paint included.

Material	Material
Laborer	\$ -
Iron Worker	\$ -
Carpenter / Millwright	\$ 50
Plumbing	\$ -
Pipefitter	\$ -
Yard Crew	\$ -
Site Sup	\$ -
Operator	\$ -
Misc. Material	\$ 28
Material Subtotal	\$ 78
Sales Tax	\$ 6
Material Cost	\$ 83

Approved
Wold 1/27/20

7.125%

	Hours	Hours			Wage Rates			Totals
		Straight	OT	DT	Straight	OT	DT	
Laborer	-	-	-	-	\$ 85.10	\$ 127.65	\$ 170.20	\$ -
Iron Worker	-	-	-	-	\$ 100.52	\$ 150.78	\$ 201.04	\$ -
Carpenter / Millwright	11	11	-	-	\$ 90.70	\$ 136.05	\$ 181.40	\$ 998
Plumbing	-	-	-	-	\$ 111.37	\$ 167.06	\$ 222.74	\$ -
Pipefitter	-	-	-	-	\$ 114.78	\$ 172.17	\$ 229.56	\$ -
Yard Crew	-	-	-	-	\$ 85.10	\$ 127.65	\$ 170.20	\$ -
Site Sup	-	-	-	-	\$ 118.03	\$ 177.05	\$ 236.06	\$ -
Operator	-	-	-	-	\$ 90.09	\$ 135.14	\$ 180.18	\$ -
Subtotal Hours	11	11	-	-				
Labor Cost								\$ 998

Subcontracts

Subcontractor	
Hamernick Decorating	\$ 2,845
	\$ -

Subcontractors Total \$ 2,845

Subtotal		\$ 3,926
Markups		
Corval	10.00%	\$ 108
Subcontractors	5.00%	\$ 142
Total Markups		\$ 250

Total Cost: \$ 4,176

Notes:

Pricing is valid for 30 days
 Work to be performed by this estimate will not proceed until a written directive is received.
 A time extension is required to perform this work [redacted] days

HAMERNICK CONTRACTING DIVISION

Commercial & Residential Painting / Wallcovering / Resilient Flooring / Carpet

January 21, 2020

Mr. Michael Moening
Corval Group
1633 Eustis Street
St. Paul, MN 55108

Re: **Hasting Middle School**
Hastings, MN
Paint EWO

Dear Michael:

Sending you our labor and material cost for additional painting as directed at the above referenced project. Hamernick Decorating has completed this work on a Time and Material cost basis in the amount of \$790.00.

The following breakdown will summarize the cost:

1. Prime and paint CMU walls at removed FTR mechanical items. 7 hours

Labor: 7 hours @ \$90.00 per hour = \$630.00

Materials: Paints and sundries = \$160.00

Total Cost: \$790.00

If you should have any questions regarding this matter, please contact me. Thank you.

Sincerely,
Hamernick Decorating



Robert Leach
Estimator/Project Manager

HAMERNICK CONTRACTING DIVISION

Commercial & Residential Painting / Wallcovering / Resilient Flooring / Carpet

December 16, 2019

Mr. Michael Moening
Corval Group
1633 Eustis Street
St. Paul, MN 55108

Re: **Hasting Middle School**
Hastings, MN
Paint EWO

Dear Michael:

Sending you our labor and material cost for additional painting at the above referenced project. Hamernick Decorating has completed this work on a Time and Material cost basis in the amount of \$2,055.00.

The following breakdown will summarize the cost:

1. Prime and paint CMU walls at removed FTR mechanical items. 18.5 hours

Labor: 18.5 hours @ \$90.00 per hour = \$1,665.00

Materials: Paints and sundries = \$390.00

Total Cost: \$2,055.00

If you should have any questions regarding this matter, please contact me. Thank you.

Sincerely,
Hamernick Decorating



Robert Leach
Estimator/Project Manager

HAMMERNICK DECORATING
EXTRA WORK ORDER

SHEET NO. 2

Job # 103 m.s.

Address

Date

20

QUANTITY	MATERIALS	PRICE PER UNIT	AMOUNTS	Date							Rate	Amount	
				Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.			
2	gals Blue Semi-glass For Science room		600 00										
3	gals Light Gray Semi-glass		90 00										
5	gals White Semi-glass		150 00										
	TM work for touch up where Fib Tube was removed.												
DESCRIPTION OF EXTRA WORK -													
	Patch walls, prime and Finish coat Semi-glass white on block walls. through out 1st and 2nd Floor.												
	mas 6375												

EXTRA WORK AUTHORIZED BY [Signature]
(Must be signed prior to starting extra work)

Hammerick's Foreman [Signature]

TOTAL MATERIAL \$ 300.00
TOTAL LABOR \$ 630.00
TOTAL \$ 930.00

HAMMERNICK DECORATING
EXTRA WORK ORDER

SHEET NO. 3

20

Job Arstuds n.s

Address

Date

Month

Date

Day

Sun.

Mon.

Tues.

Wed.

Thur.

Fri.

Sat.

Sun.

Rate

Amount

STEVENS.

11

7

4.5

4.5

90

405.00

QUANTITY

MATERIALS

PRICE PER UNIT

AMOUNTS

DESCRIPTION OF EXTRA WORK -

Prime & Paint work @ 650000 FT².

EXTRA WORK AUTHORIZED BY _____

(Must be signed prior to starting extra work)

Hammernick's Foreman _____

TOTAL MATERIAL

TOTAL LABOR

TOTAL

405.00

405.00



Name:	Hastings MS Improvements CHANGE ORDERS
Job/Bid # :	304660
Submittal Date:	23-Oct-19
Reference:	Existing Floor Drain Demo & Replacement
Scope:	Remove and replace 4 existing floor drains & associated piping/fittings in 4 mechanical rooms. Labor hours for sawcutting/removal/cleaning. Price from H&N to patch sawcut & removed floor.

Material	Material
Laborer	\$ -
Iron Worker	\$ -
Carpenter / Millwright	\$ -
Plumbing	\$ 608
Pipefitter	\$ -
Yard Crew	\$ -
Site Sup	\$ -
Operator	\$ -
Misc. Material	\$ 475
Material Subtotal	\$ 1,082
Sales Tax	7.125% \$ 77
Material Cost	\$ 1,159

	Hours	Hours			Wage Rates			Totals
		Straight	OT	DT	Straight	OT	DT	
Laborer	12	12			\$ 85.10	\$ 127.65	\$ 170.20	\$ 1,021
Iron Worker	-	-			\$ 100.52	\$ 150.78	\$ 201.04	\$ -
Carpenter / Millwright	-	-			\$ 90.70	\$ 136.05	\$ 181.40	\$ -
Plumbing	32	32			\$ 111.37	\$ 167.06	\$ 222.74	\$ 3,564
Pipefitter	-	-			\$ 114.78	\$ 172.17	\$ 229.56	\$ -
Yard Crew	-	-			\$ 85.10	\$ 127.65	\$ 170.20	\$ -
Site Sup	-	-			\$ 118.03	\$ 177.05	\$ 236.06	\$ -
Operator	-	-			\$ 90.09	\$ 135.14	\$ 180.18	\$ -
Subtotal Hours	44	44	-	-				
Labor Cost								\$ 4,585

Subcontracts	Subcontractor	
	Hollenback & Nelson	\$ 1,001
		\$ -
Subcontractors Total		\$ 1,001

Subtotal		\$ 6,745
	Markups	
	Corval	10.00% \$ 574
	Subcontractors	5.00% \$ 50
	Total Markups	\$ 624

Notes:

Pricing is valid for 30 days

Work to be performed by this estimate will not proceed until a written directive is received.

A time extension is required to perform this work [redacted] days

Total Cost: \$ 7,370

P R I C E Q U O T A T I O N

Date: 01/31/20

Goodin Company

Quote No: 845084

PO Box 9326

2700 North Second Street

Minneapolis, MN 55440

Name: 400200

Project:

HASTINGS MIDDLE SCHOOL

CORVAL GROUP 6123692212

1000 11TH STREET WEST

HASTINGS

MN 55033

Terms: 2% 10thP EOM

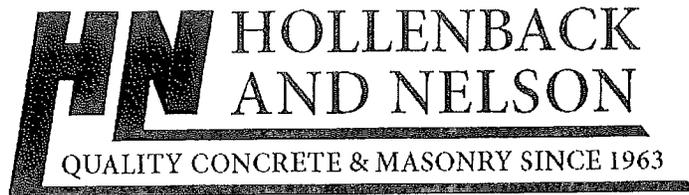
Salesman: John Kelly

Expires: 03/01/20

Writer: John Kelly

Contact:

Line	Grp	Product	Unit	Quantity	Price	Ext Price
#	ID	Description				
1		3FD103 3" DRAIN BODY W/MEM CLMP (USES B3-3 BODY)	* EA	4.00	21.65625	86.63
2		A5 5" NICKEL BRNZ STRAINER	EA	4.00	32.51250	130.05
3		3X10NH 3X10 CI NO HUB SOIL PIPE	LG	4.00	61.24800	244.99
4		NH2 3NHL 3 NO HUB SOIL 1/4 BEND	EA	4.00	9.12000	36.48
5		NH4 3NHC 3 NO HUB SOIL COUPLING	EA	24.00	2.04760	49.14
6		006244 3NH45L 3 NO HUB SOIL 1/8 BEND	EA	8.00	7.55200	60.42
7		NH12				
8		BID TOTAL				607.71



1206 114th Lane NW
 Coon Rapids, MN 55448
 hnmasonry.com
 (Phone) 763.862.7525
 (Fax-Acctg) 763.862.7561
 (Fax-PM) 763.862.7545

PROPOSAL
Email from Michael Moening

January 31, 2020

Proposal Submitted To:
 Corval Group
 Attn: Tad Ulrich

Work To Be Performed At:
 Hastings Middle School
 Hastings, MN

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

CONCRETE AND MASONRY INCLUDES:

Item-Per Email conversation w/Michael Moening- Concrete infill at torn out drain on 2nd floor: Material and Labor: 1c.y. concrete floor mix w/ barrier one and fibers, short load fee .

Item email conversation- ADD: \$ 1,001.00

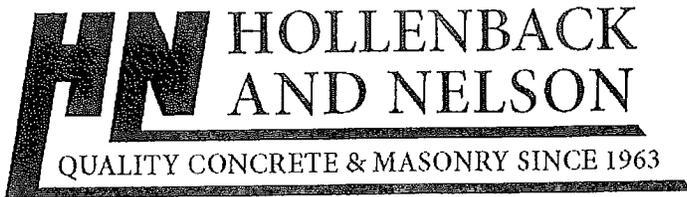
Material: \$ 370.00
Labor: \$ 540.00
Overhead: \$ 91.00

Item # 51.1

6 Hours Labor:	\$ 540.00
1 c.y. concrete:	\$ 205.00
Short Load Fee:	\$ 165.00
<u>10% Overhead:</u>	<u>\$ 91.00</u>
Total:	\$ 1,001.00

CONCRETE AND MASONRY EXCLUDES:

Heat and cover, concrete heat charges/accelerators, posted road charges by ready-mix supplier, concrete curbs, curb and gutter, aprons/approaches at street, all under slab insulation, gypcrete, demo/shoring/sawing/removal of existing, polishing/burnishing floors, colored/stained/stamped/polished/exposed aggregate concrete, spray applied vapor barrier, sidewalk/street closures or permits, installation of bolt-in door frames, open-core block unless specifically noted above, supply or install of safety rails on elevated decks, toothing in/out of block/brick work, dewatering, mud removal, excavation, backfill, granular/gravel/sand/stone fill, anchor bolts, misc. steel material, embed material, joint sealants, slab sealers/hardeners/dustproofers, layout, staking, light pole bases, directional sign bases, splash blocks, roof pavers, dumpsters, caulking, waterproofing, damp-proofing, fire-proofing, monument signs, testing, special inspections, repair of curling/cracking/crazing/shrinkage, mechanical/electrical housekeeping pads, premium time, liquidated damages, bonds, permits. Mortar mixing water by others. Any safety programs/regulations that differ from 2017 standard OSHA and/or other government regulations (i.e. EPA). No color selections, designs or engineering work. Consequential damages.



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PROPOSAL
Email from Michael Moening

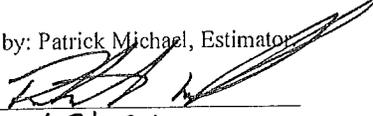
January 31, 2020

Proposal Submitted To:
Corval Group
Attn: Tad Ulrich

Work To Be Performed At:
Hastings Middle School
Hastings, MN

* All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workman-like manner for the sum of Dollars as specified above. Payments are due 30 days after invoicing. Payments overdue will be assessed a monthly interest rate of 1%. **Payment for small projects under \$10,000.00: Pre-approval of credit card (VISA, Master Card or Discover) may be required prior to start of work. Payment due in full after completion of work. Credit card will be billed upon completion unless other payment is received.**

Respectfully submitted by: Patrick Michael, Estimator

Per 
Date 1-31-20

Note- This proposal may be withdrawn by us if not accepted within 10 days.

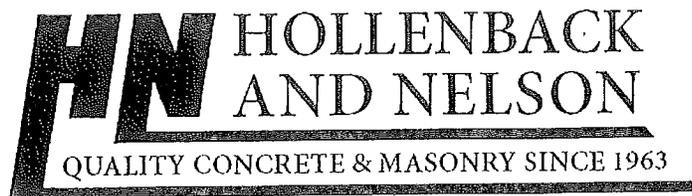
ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work provided by Hollenback & Nelson (see Qualifications on following page).

SIGNATURE _____
Name
(Please Print) _____

Title _____
Date _____



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PROPOSAL

Email from Michael Moening

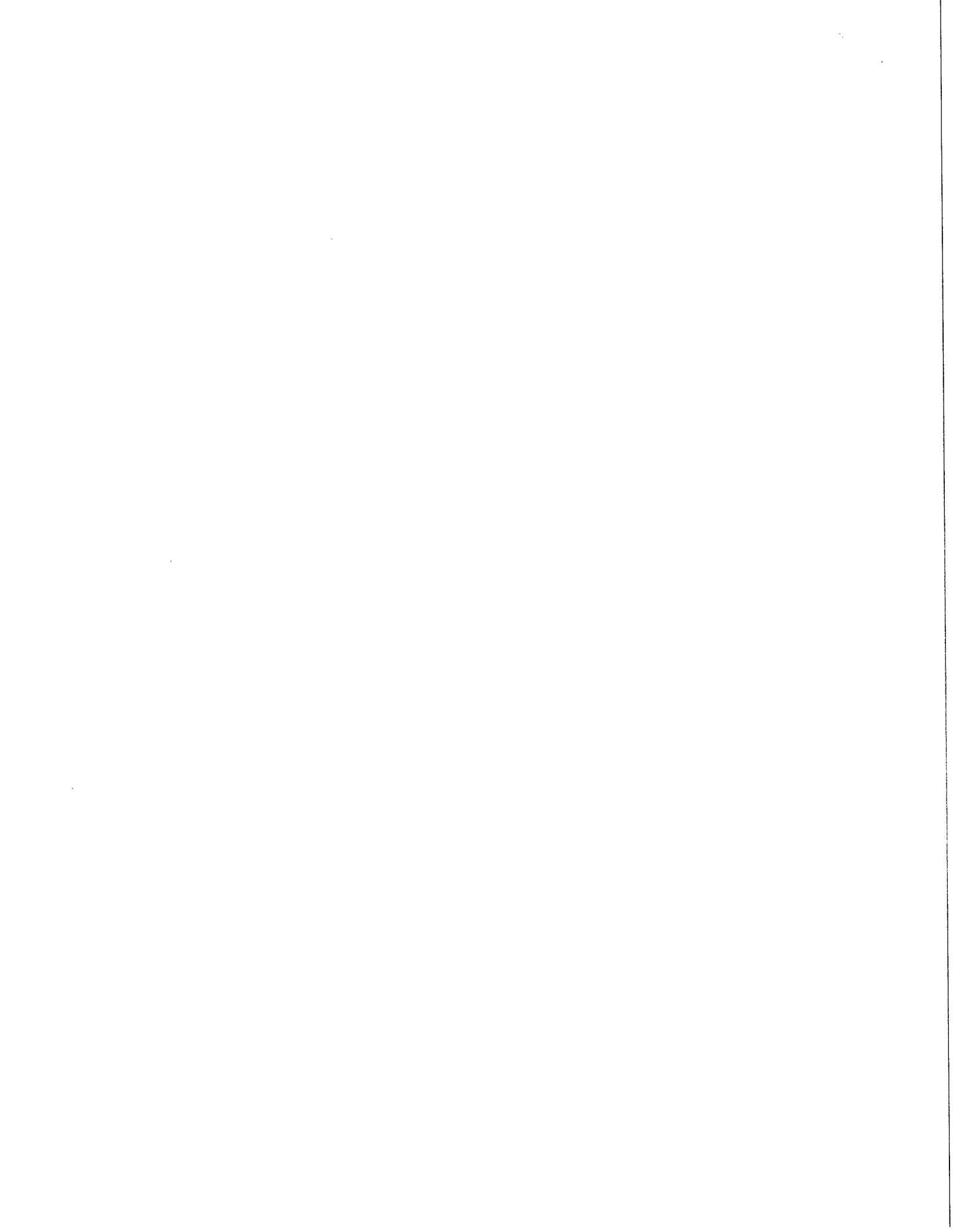
January 31, 2020

Proposal Submitted To:
Corval Group
Attn: Tad Ulrich

Work To Be Performed At:
Hastings Middle School
Hastings, MN

QUALIFICATIONS:

1. Bid assumes a standard AGC/AIA subcontract.
2. Bid assumes 5% retainage on Labor and 0% retainage on Materials.
3. This proposal shall be incorporated into any contract agreement and shall supersede and replace all conflicting terms and conditions in the subcontract and/or prime contract.
4. Included in this proposal is Standard Liability Insurance Form ACORD 25 (2009/09). Should different forms (i.e. CG 2010 10 01, CG 2037 10 01), Additional Insureds or additional endorsements be required, additional costs to be determined shall be added to the above estimate in the amount of not less than \$500.00 per additional form or endorsement.
5. Subcontractor will only prevent and/or remove the filing of liens to the extent of payments received.
6. Lien waivers will only be provided to the extent of payments actually received.
7. Subcontractor will only reimburse any bond over costs as applies to payments actually received, as reasonable.
8. Subcontractor and its suppliers reserve the right to file a lien or bond claim without penalty on any balances due.
9. Schedule, durations and schedule changes to be mutually agreed to.
10. Work scope excludes heat and cover/concrete heat charges/concrete accelerators/blanketing/winter condition work.
11. Subcontractor progress billings per AIA process performed monthly and based on work completed through the end of the month.
12. Subcontractor progress payments are due 45 days after billings on the agreed to billing date.
13. Subcontractor may suspend work without penalty if progress payments are not received 60 days after billing.
14. Subcontractor excludes survey work and is not responsible for the locate of grids, building footprint and bench hubs.
15. Contractor/Owner and Subcontractor all waive consequential damages.
16. Contractor/Owner to provide builders risk insurance.
17. Subcontractor has not priced and does not accept liquidated damages.
18. Subcontractor accepts actual damages incurred by contractor only as prorated and is limited to the extent of Subcontractor caused delays.
19. Control joint locations by architect.
20. Product submittals will be acceptable as material records and/or manuals.
21. Extra work and extra costs to be agreed to in writing before work proceeds.
22. Premium time work or shift work is not included and/or priced.
23. Subcontractor retains the right to dispute any rejection of work.
24. Reasonable storage and staging areas will be required. Relocation of storage and staging areas to be mutually agreed to.
25. No mold removal, protection, and/or mold indemnity costs
26. Standard OSHA safety requirements included in bid price. Safety compliance work in excess of OSHA standards is excluded.
27. No asbestos, PCB indemnity provided and/or related inspection and testing work.
28. Bid assumes "standard floor flatness." No allowance has been made for any high tolerance floor slabs or any special floor measuring, grinding, etc.
29. No floor flatness testing is included. Testing by others and must be completed within 24 hours of slab placement.
30. Subgrade and air temperatures to be a minimum of 60 degrees by others for slab placements.
31. No temporary site utilities.
32. Mortar mixing water by Contractor.
33. H&N does not recommend the use of burnished block for exterior applications.
34. Applies to apartment building projects: Subcontractor has provided its pricing for this project based on the fact that the project consists of construction of an apartment building. Subcontractor's pricing does not contemplate that the project will be used as or converted to a Home Owners Association, private or multiple private residences, condominiums, or some use other than as an apartment building. If the project use is changed in any manner from that of an apartment building within 11 years from the date of issuance of the certificate of occupancy (the "Term"), including but not limited to change of use as a Home Owners Association, private or multiple private residences, and condominiums, then the Contractor shall defend, indemnify and hold harmless Subcontractor from any and all liens, demands, judgments or claims of any type or nature relating to the Subcontractor's work or that of its subcontractors or suppliers that were discovered, should have been discovered, or that arose during the Term. The Contractor shall procure insurance for the defense and indemnification obligation relating to change of use of the project.



February 2019 Enrollment	4290
February 2020 Enrollment	4232

18-19 Last Day Enrollment	4254
19-20 First day Enrollment	4322

Community Partners Report
Hastings City Council – Public Meeting
Feb 18, 2020

Lisa Hedin, former Community Partners Committee member, and Interim Superintendent Jeff Pesta spoke briefly at the Public Hearing of the Hastings City Council on 18 February 2020.

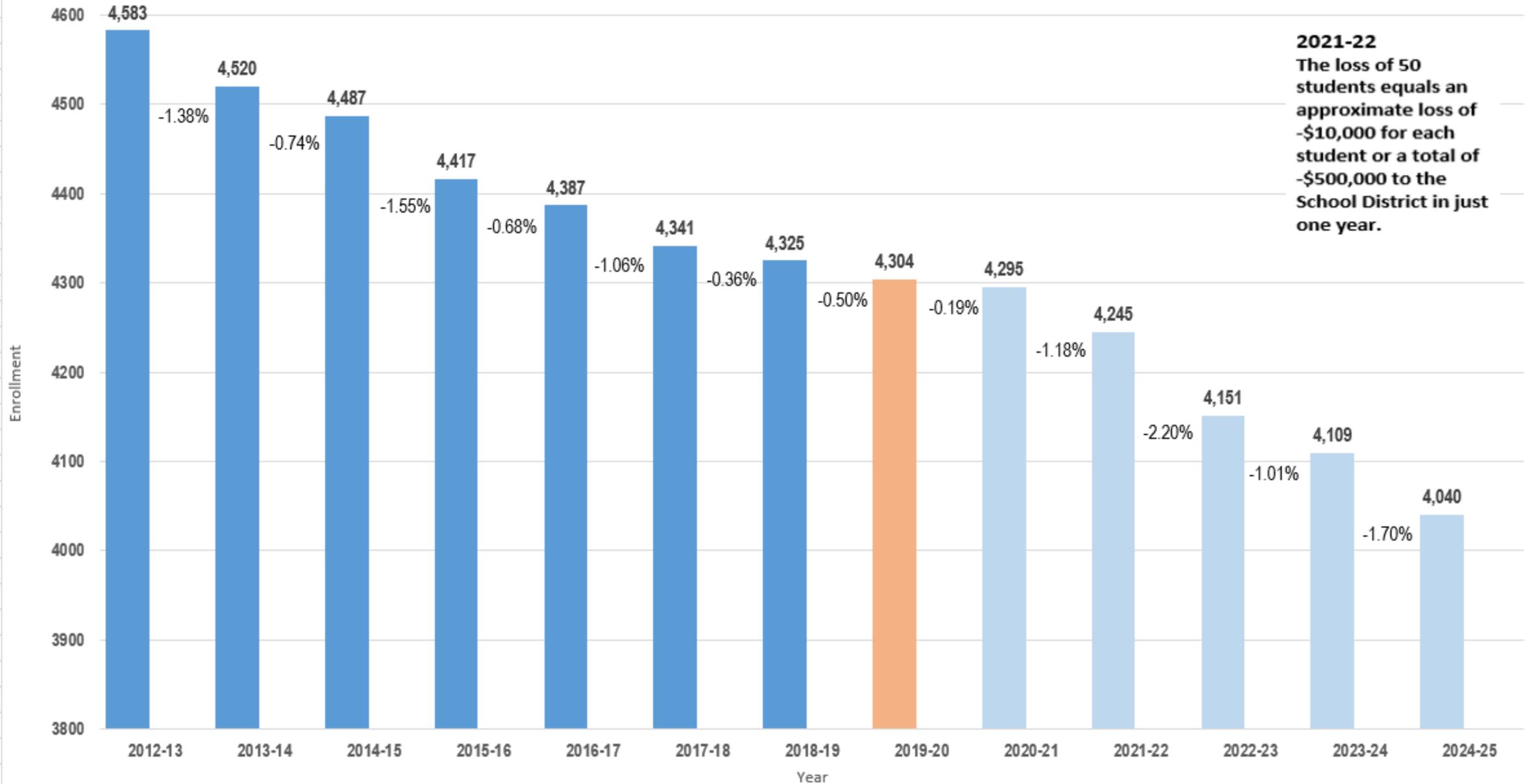
The Public Hearing was in response to a request to the City of Hastings to annex 40 acres for low density residential development immediately west of Northridge Drive and south of St. Elizabeth Ann Seton Catholic Church. Information about declining enrollment and the most recent (2018) enrollment forecast was presented. No endorsement was given to this or any particular council action. Support was expressed for the development of additional housing stock within the Hasting School District.

The City Council unanimously supported the annexation.

A second Public Hearing was held concerning approving a Tax Increment Financing (TIF) District for the Schoolhouse Square affordable living senior housing development. The school district did not have any comments on this proposal, but the positive impacts of additional housing stock are similar.

The City Council unanimously supported the development of a TIF District for the subject project.

Hastings Public Schools K-12 Enrollment Past & Future



Self-Funded Health Insurance Committee Report Feb 12, 2020

MEDICAL

- Plan year to date, claims are running at 95% of expected (compared to 90% this time in the prior plan year).
- Total year plan to date claims are up 16% from the previous plan year at this time.
- On a per member basis claims are up 12% from the previous plan year at this time.

DENTAL

- Plan year to date, there has been an estimated reserve gain of \$51k for a rolling balance total of \$638k or the equivalents of 11.88 months of annualized plan costs.
- Total costs on a per subscriber basis are up 2% over this time last plan year.

It is possible that this will be the first year in the medical fund, where the reserve will not grow, and may slightly decline. The reserve is at approximately 64% of total expected cost, above the committee guidelines of 40%. It is important to consider balancing increased plan costs, premium increase, and withdrawal from the reserve. The Committee's goal in this regard is to minimize the potential for steep and irregular premium increases.

First bids for the upcoming 2 years of health insurance were opened on February 10, 2020. Five private firms and PEIP (non-State public employees) submitted bids. Four of the bids were analyzed in detail, one was declined for not being competitive, and the PEIP bid only includes their plans so could not be compared. It is anticipated that

Best and final bids will be opened on 28 February 2020, and the Committee will meet on 3 March 2020. The committee will make recommendations to the school board on carrier and rate increases at the March 2020 Board meeting.

Facility Committee Summary February 4

- Proposal from WOLD
 - Would be unable to put sinks in each classroom however would create a new sink area in the common space
 - Bathroom would be gender neutral with doors to the floor; there would be key-card access
 - Card readers at the entrance into the C-pod
 - Main entry would be the current side door by the stairwell
 - Total Cost ~ \$195,000. Of that \$95,000 is the bathroom which was already a consideration
- Long-term planning and discussion
 - Where are we at with future enrollment and future needs?
 - Do we need a new building?
 - Should this be something that we check in on every 3-6 months?
 - Mike Johnson believes that even if the preschool moves to a new space, these renovations would be positive for the high school
 - These additions give us flexibility for creative ideas down the road such as having this separate pod be used for school based mental health or a hard of hearing program
- Special Ed Considerations
 - We are going to need additional space for the special ed programs
 - Addition of 1 classroom in MS and 2 at elementary for LEAP
 - DASH will also need another classroom
 - STAARS needs a new space since
- Ideas for additional space
 - Can moving programs to the HS free up space at Tilden?
 - Moving HS storage to a central location could free up two additional classrooms



BRIDGE TO SUCCESS

Hastings Public Schools

INDEPENDENT SCHOOL DISTRICT 200
1000 11TH STREET WEST
HASTINGS, MN 55033-2597
Phone (651) 480-7000
Fax (651) 480-7004

Policy Committee Mission

This ad-hoc board committee serves to review current policies and make recommendations for revision or adoption of new policies. The current goal of the committee is to add critical new policies, insure the mandatory annual review of specific policies per statute, and complete a cycle of policy review to insure that the district policy manual is complete and in a standardized format within a two-year period (January, 2022).

Committee Report of February 19, 2020

Committee members Davis, Malm, and Waits were in attendance. Communication regarding previous policy progress from outgoing superintendent Collins was shared. The group targeted the adoption or review of the entire MSBA 200 series for presentation at the next board meeting. As recommended for Policy 208, all reviewed or revised policies with no significant changes could be approved at the same meeting they are presented. New policies are proposed to have a minimum of two public readings. The board may move to adopt after the second reading or after additional readings or discussion as warranted. The policies next in the queue are:

- 408 – Subpoena of a School District Employee
- 418 – Review Drug Free Workplace – Drug Free School
- 419 – Review Tobacco Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices.
- 428 – Employee Use of Social Media
- 506 – Review Student Discipline and Notice of Suspension Addendum
- 534 – Review Unpaid Meal Charges
- 535 – Service Animals in Schools
- 535 – Review Disproportionate Enrollment
- 710 – Student Transportation Waiver
- 901 – Community Education
- 902 – Use of School District Facilities and Equipment
- 903 – Visitors to School District Buildings and Sites
- XX – Model Policy on Suicide Prevention
- XX – Not currently recommended for adoption - Caseload Size in Special Education

Personnel Information for Approval

Employee Resignations/Retirements/Terminations

Name	Position	Effective Date	Reason
Paige Gartzke	PSA	2/4/2020	Resignation
Dana Leibbrand	Title 1	2/27/2020	Retired
Chey Holm	Non-Public Nurse	6/5/2020	Resignation
Lindsey Sheridan	Student Assistant/Sub PSA	2/10/2020	Terminated
Dawn Foss	Recess and Lunch Supervisor	3/4/2020	Resignation
Amber Lavergne	Instr. Asst. Special Ed.	3/6/2020	Resignation

Employee Leaves

Name	Position	Leave Type	Dates
Andrea Schuezger	Teacher, HS/MS	Medical Leave of Absence	09/2019 - 06/05/2020
William Ruder	Teacher	0.166 FTE Medical Leave	1/21/2020 - 06/05/2020
Miranda Grabow	Teacher, Kennedy	General Leave of Absence	08/2020 - 06/2021
Michael Versland	Teacher, High School	FMLA	02/06/2020 - 03/23/2020
Laurie Thrush	Community Ed.Coordinator	FMLA	03/25/2020 - 05/06/2020
Sarah O'Donnell	School Psychologist Inter, Pinecrest	FMLA	08/24/2020 - 11/06/2020

Employment of the following individuals

Name	Position	Date of Employment	Salary/Rate of Pay
Ursula Rumann	Special Education Paraprofessional McAuliffe Elementary	2/10/2020	\$ 16.23
Luke Rowh	Special Education Paraprofessional Sub	1/24/2020	\$ 16.23
Nicole Holmquist	ECP Assitant Sub	1/30/2020	\$ 16.23
Jaclyn Buechner	Special Education Paraprofessional	2/5/2020	\$ 16.23
Andrea Caturia	Special Education Paraprofessional Sub	2/10/2020	\$ 16.23
Paige Gartzke	Special Education Paraprofessional Sub	2/10/2020	\$ 16.23
Felicia Wisniewski	NC SAC Program Asst./Sub Kids Campus Sub	2/10/2020	\$ 13.68
Nicole Holmquist	NC SAC Program Asst./Sub Kids Campus Sub	2/10/2020	\$ 13.68
Tara Smith	ECP Assitant Sub Tilden	2/10/2020	\$ 16.23
Amy Kaiser	Food Service Sub	2/26/2020	\$ 12.63
breanna Chandler	Food Service Sub	2/21/2020	\$ 12.63

<i>Mary Knoll</i>	<i>Special Education Paraprofessional Sub</i>	<i>2/12/2020</i>	<i>\$</i>	<i>16.23</i>
<i>Kacy Carlson</i>	<i>ECP Assitant Sub</i>	<i>2/24/2020</i>	<i>\$</i>	<i>16.23</i>

Annual Compliance Overview

Minnesota Statutes, section 124D.78 requires Minnesota districts, charters, and Tribal schools with 10 or more American Indian students to have an American Indian Parent Advisory Committee (AIPAC), and cites that school boards and American Indian schools must provide for the maximum involvement of parents and children enrolled in education programs, programs for elementary and secondary grades, special education programs, and support services.

In order to be in compliance with this statute, districts, charters, and tribal schools are required to submit annual compliance documents by March 1.

**If you do not have an AIPAC and/or are new to this process, its expectations, and requirements, please contact the Office of Indian Education: 651-582-8280.*

Submission checklist

Each of the following items must be filled out and submitted by **March 1**:

- ✓ The Annual Compliance Documentation page (pg. 2)
- ✓ The AIPAC Resolution page (pg. 3)
- ✓ The AIPAC Representative Roster (separate attachment/available for download on the [Office of Indian Education webpage](#))

Submission remittance

Scan and email to: mde.indian-education@state.mn.us

Mail to: Minnesota Department of Education, Attn: Office of Indian Education, 1500 Hwy 36 W., Roseville, MN 55113

Tips for a successful submission

- Include the district/school name and identifying number.
- Indicate with a checkmark **CONCURRENCE** (Option 1) OR **NON-CURRENCE** (Option 2) OR **Does Not Have an AIPAC**.
- Include dates in **all** of the required areas.
- Obtain proper signatures.
- Submit all required items together.

Annual Compliance Documentation

District/School Name and Number: Hastings Public Schools ISD 200

AIPAC Resolution Vote

**Please indicate with a checkmark how the AIPAC voted by choosing Option 1 or Option 2.*

Option 1: A vote of Concurrence

The American Indian Parent Advisory Committee issued a vote of Concurrence:

Date of Concurrence vote: 2/27/2020

Date the AIPAC presented the resolution to the school board: 2/26/2020

OPTION 2: A VOTE OF NON-CONCURRENCE

The American Indian Parent Advisory Committee issued a vote of Non-Concurrence: _____

A vote of Non-Concurrence requires the AIPAC to provide specific recommendations for improvement to the school board. The school board is required to respond in writing to each recommendation within 60 days of the recommendations being put forth. The school board must provide this written response to both the AIPAC and to the Office of Indian Education.

Date of Non-Concurrence vote: _____

Date the AIPAC presented the resolution and recommendations to the school board: _____

Date the school board response is due: _____

THE DISTRICT/SCHOOL DOES NOT HAVE AN AIPAC

Our District/School does not have an AIPAC (indicate with checkmark)

Our district has not yet formed an AIPAC, but recognizes the need to do so in order to remain compliant with Minnesota Statutes, section 124D.78. The district superintendent will contact the Office of Indian Education to receive guidance on this process, its expectations and requirements.

Required signatures

**Please include a printed name along with your signature.*

School Board Chairperson

Date

Superintendent

Date

Lance L White

2-24-2020

AIPAC Chairperson

Date

Due annually on March 1

WHEREAS, the school board or district has an AIPAC composed of parents/guardians of American Indian children who are eligible for Indian education programs, American Indian language and culture teachers and paraprofessionals, American Indian teachers, American Indian counselors, American Indian adults enrolled in educational programming, and American Indian representatives from community;

WHEREAS, the school board or district affords the AIPAC the necessary information and the opportunity to effectively express their views concerning all aspects of American Indian education and the educational needs of the American Indian children enrolled in the school(s) and program(s); and,

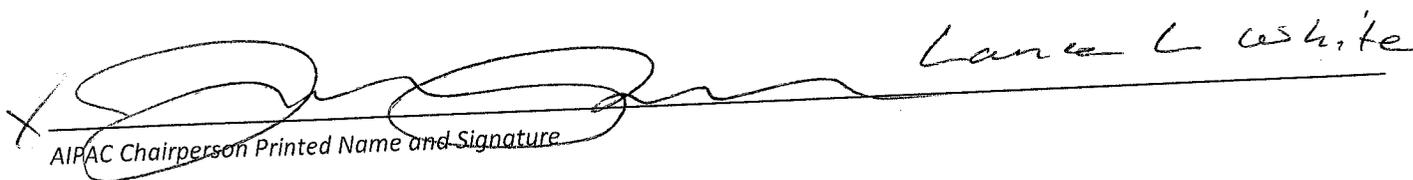
WHEREAS, the AIPAC is directly involved with and advises the school board and district staff on Indian Education program planning; and,

WHEREAS, the AIPAC develops and submits recommendations to the school board and district staff pertaining to the needs of American Indian students.

THEREFORE BE IT RESOLVED, that the AIPAC concurs that the school board and district are compliant with Minnesota Statutes, section 124D.78, and that the school board and district are meeting the needs of American Indian students.

We, the American Indian Parent Advisory Committee, issue a **Vote of Concurrence**. We attest that the school board and/or district are compliant with Minnesota Statutes and that the school board and/or district are meeting the needs of American Indian students; **or**,

We, the American Indian Parent Advisory Committee, issue a **Vote of Non-Concurrence**. We attest that the school board and/or district are not meeting the needs of American Indian students. We have provided written recommendations for improvements to the school board, and we acknowledge that the school board has 60 days from the receipt of these recommendations in which to respond, in writing, to each recommendation.


AIPAC Chairperson Printed Name and Signature

2-24-2020

Date

American Indian Parent Advisory Committee

About AIPAC Membership

Per MN Statute 124D.78, Subd. 3, *The American Indian education parent advisory committee must be composed of parents of children eligible to be enrolled in American Indian education programs; secondary students eligible to be served; American Indian language and culture education teachers and paraprofessionals; American Indian teachers; counselors; adult American Indian people enrolled in educational programs; and representatives from community groups. A majority of each committee must be parents of children enrolled or eligible to be enrolled in the programs. The number of parents of American Indian and non-American Indian children shall reflect approximately the proportion of children of those groups enrolled in the programs.*

About the AIPAC Roster

- Names should be typed or printed clearly.
- American Indian identifier, committee role, and area of representation **must be circled**.
- District staff, such as administrators, directors, teachers, and counselors may attend AIPAC meetings and contribute to the IEPP process, but they are **not considered committee members unless they identify as American Indian**, and they **SHOULD NOT** be listed on the AIPAC Roster.
- *District staff **who are not** eligible committee members, but who attend AIPAC meetings and participate in the IEPP creation process should be listed on the District Staff Sign-In Sheet provided after the AIPAC roster.

**defined as district staff or personnel that have a vested interest and role in improving the educational outcomes of American Indian students, but who DO NOT identify as American Indian themselves.*

AIPAC Roster

Representative Name	American Indian (circle one)	Committee Role (circle one)	Primary Area of Representation (circle one)
Name:	Yes No	Chairperson Vice-Chairperson Secretary General Representative	Parent/Guardian of American Indian Student American Indian Secondary Student American Indian Community Member American Indian Teacher, Paraprofessional, or other district staff
Name:	Yes No	Chairperson Vice-Chairperson Secretary General Representative	Parent/Guardian of American Indian Student American Indian Secondary Student American Indian Community Member American Indian Teacher, Paraprofessional, or other district staff
Name:	Yes No	Chairperson Vice-Chairperson Secretary General Representative	Parent/Guardian of American Indian Student American Indian Secondary Student American Indian Community Member American Indian Teacher, Paraprofessional, or other district staff
Name:	Yes No	Chairperson Vice-Chairperson Secretary General Representative	Parent/Guardian of American Indian Student American Indian Secondary Student American Indian Community Member American Indian Teacher, Paraprofessional, or other district staff
Name:	Yes No	Chairperson Vice-Chairperson Secretary General Representative	Parent/Guardian of American Indian Student American Indian Secondary Student American Indian Community Member American Indian Teacher, Paraprofessional, or other district staff

Representative Name	American Indian (circle one)	Committee Role (circle one)	Primary Area of Representation (circle one)
Name: Brandon Deschampe-Morrison	<input checked="" type="radio"/> Yes <input type="radio"/> No	Chairperson Vice-Chairperson Secretary <u>General Representative</u>	<u>Parent/Guardian of American Indian Student</u> American Indian Secondary Student American Indian Community Member American Indian Teacher, Paraprofessional, or other district staff
Name: Maya Deschampe-Morrison	<input checked="" type="radio"/> Yes <input type="radio"/> No	Chairperson Vice-Chairperson Secretary <u>General Representative</u>	Parent/Guardian of American Indian Student <u>American Indian Secondary Student</u> American Indian Community Member American Indian Teacher, Paraprofessional, or other district staff
Name: Myenna Deschampe-Morrison	<input checked="" type="radio"/> Yes <input type="radio"/> No	Chairperson Vice-Chairperson Secretary <u>General Representative</u>	Parent/Guardian of American Indian Student <u>American Indian Secondary Student</u> American Indian Community Member American Indian Teacher, Paraprofessional, or other district staff
Name: Elizabeth Deschampe-Morrison	<input checked="" type="radio"/> Yes <input type="radio"/> No	Chairperson Vice-Chairperson Secretary <u>General Representative</u>	<u>Parent/Guardian of American Indian Student</u> American Indian Secondary Student American Indian Community Member American Indian Teacher, Paraprofessional, or other district staff
Name: Lance L White	<input checked="" type="radio"/> Yes <input type="radio"/> No	<u>Chairperson</u> Vice-Chairperson Secretary General Representative	<u>Parent/Guardian of American Indian Student</u> American Indian Secondary Student American Indian Community Member American Indian Teacher, Paraprofessional, or other district staff

of the district

Representative Name	American Indian (circle one)	Committee Role (circle one)	Primary Area of Representation (circle one)
Name: <i>Linda White</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Chairperson Vice-Chairperson Secretary General Representative	Parent/Guardian of American Indian Student American Indian Secondary Student American Indian Community Member American Indian Teacher, Paraprofessional, or other district staff
Name: <i>Selena White</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Chairperson Vice-Chairperson Secretary General Representative	Parent/Guardian of American Indian Student American Indian Secondary Student X American Indian Community Member American Indian Teacher, Paraprofessional, or other district staff
Name: <i>Jenna Osmondahl</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Chairperson Vice-Chairperson Secretary General Representative	Parent/Guardian of American Indian Student American Indian Secondary Student American Indian Community Member American Indian Teacher, Paraprofessional, or other district staff
Name: <i>Cazzie Levercom</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Chairperson Vice-Chairperson Secretary General Representative	Parent/Guardian of American Indian Student American Indian Secondary Student American Indian Community Member American Indian Teacher, Paraprofessional, or other district staff
Name: <i>Jenna Osmondahl</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Chairperson Vice-Chairperson Secretary General Representative	Parent/Guardian of American Indian Student American Indian Secondary Student American Indian Community Member American Indian Teacher, Paraprofessional, or other district staff

Linda White
Selena White
Jenna Osmondahl
Cazzie Levercom
Jenna Osmondahl

District Staff Sign-In Sheet

Gabriel Moreno / Equity Coordinator / Cultural Liaison

Name and Title: Jennifer Reichel / Director of Teaching & Learning

Name and Title: _____

Indian Education Program Plan (IEPP) Goals and Activities One Pager

All IEPP goals are expected to be aligned with World's Best Workforce goal areas.

Goal 1: Increase from 67% to 100% of Native students who can identify at least 13 upper and lower case letters and increase from 33% to at least 50% of Native students who can identify at least 8 letter sounds.

Strategies:

- Provide up to 2 partial scholarships for Tilden Preschool

Goal 2: Increase percentage of Native students meeting or exceeding MCA proficiency from 60% in Spring of 2019 to at least 75% on the Spring 2020 MCAs.

Strategies:

- Cultural Liaison will meet with students and families to increase attendance
- Liaison and intervention teachers will provide ideas to support at-home literacy initiatives
- Add authentic Native texts (purchased from the Historical Society or Native Bookseller) to classroom libraries
- Purchase additional items for Native American "trunks" to be used in core instruction
- Support sub costs to invite teachers to develop lesson plans for use with the items in the Native American "trunks"

Goal 3: Increase the percent of Native students who earn the designation of "Level Improved" or "Level Maintained" as indicated in MCA results from the State from 55% in 2019 to at least 70% in 2020.

Strategies:

- Capitalize on liaison to build relation shops with American Indian students and families to increase attendance ad engagement in learning.
- Share Native culture with broader community – host monthly cultural activity nights for Native families to build sense of belonging and provide supplies for Native crafts and activities
- Host 1-2 events to include non-Native families and staff and support a guest speaker or other Elder to share cultural expertise

Goal 4: Ensure that 100% of graduating Native American seniors complete the college and career readiness survey and intend for 100% of students to show a high level of confidence in their college and career readiness as seen on the survey. Furthermore, 100% of Native American students in grades 10- 12 will attend at least one college visit.

Strategies:

- Liaison will partner with counselors to provide age-appropriate college and career readiness exposure or experiences
- Transport students to a college visit

Goal 5: Sustain our 100% graduation rate for Native American students.

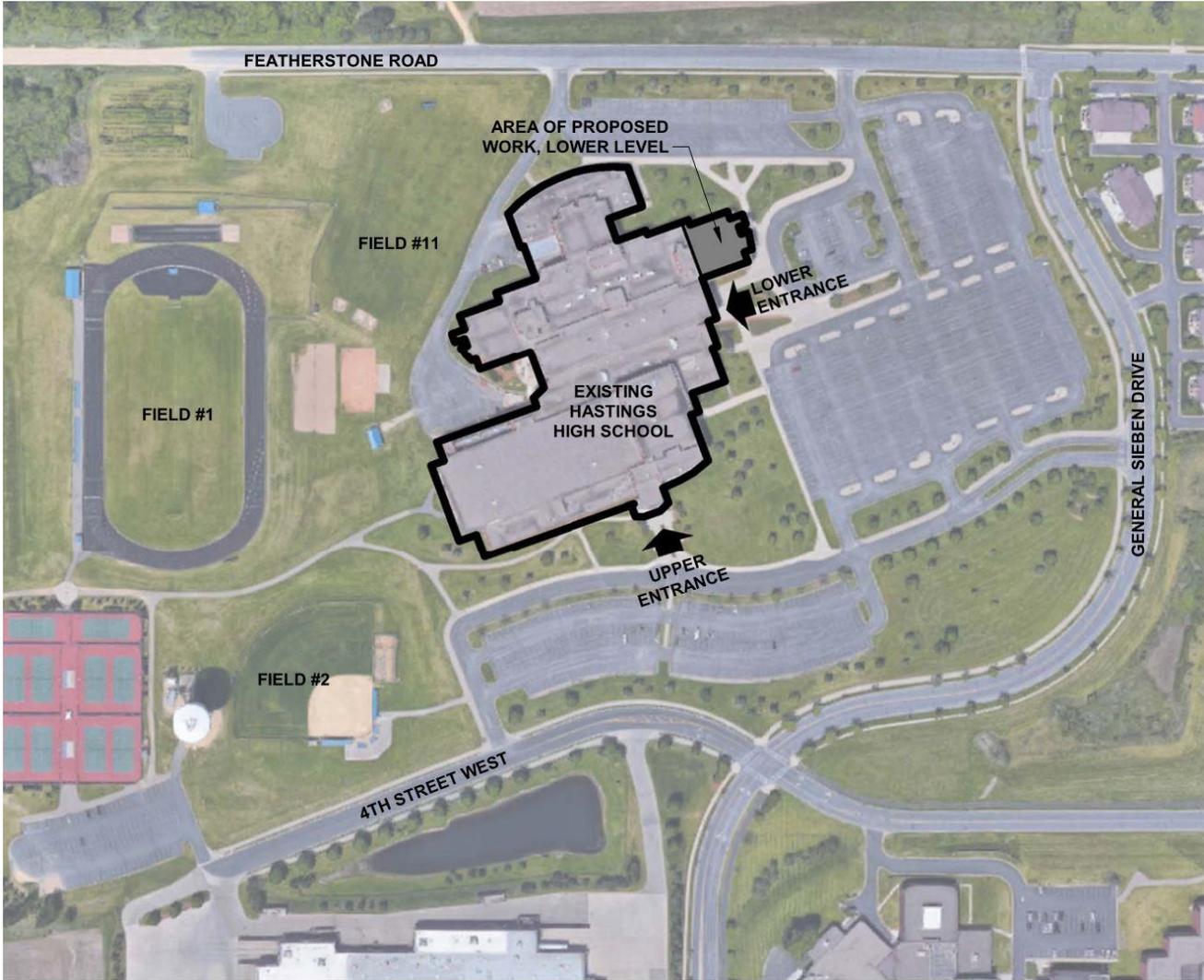
Strategies:

- Capitalize on our liaison to provide check-ins with our American Indian students supporting them primarily with college and career readiness, but also working to ensure graduation.



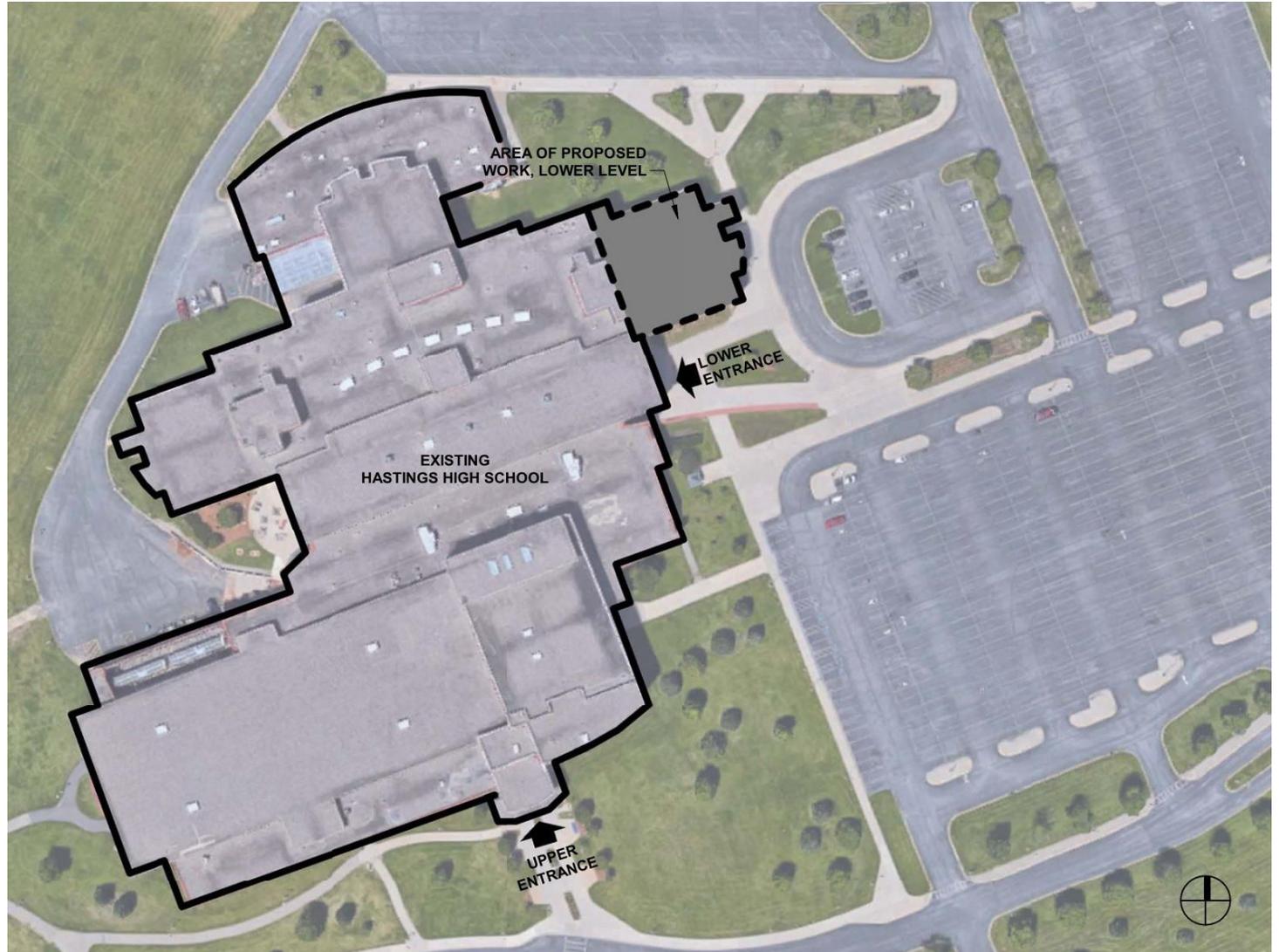
Early Childhood Expansion at Hastings HS

Facilities Committee of the Board – February 4, 2020



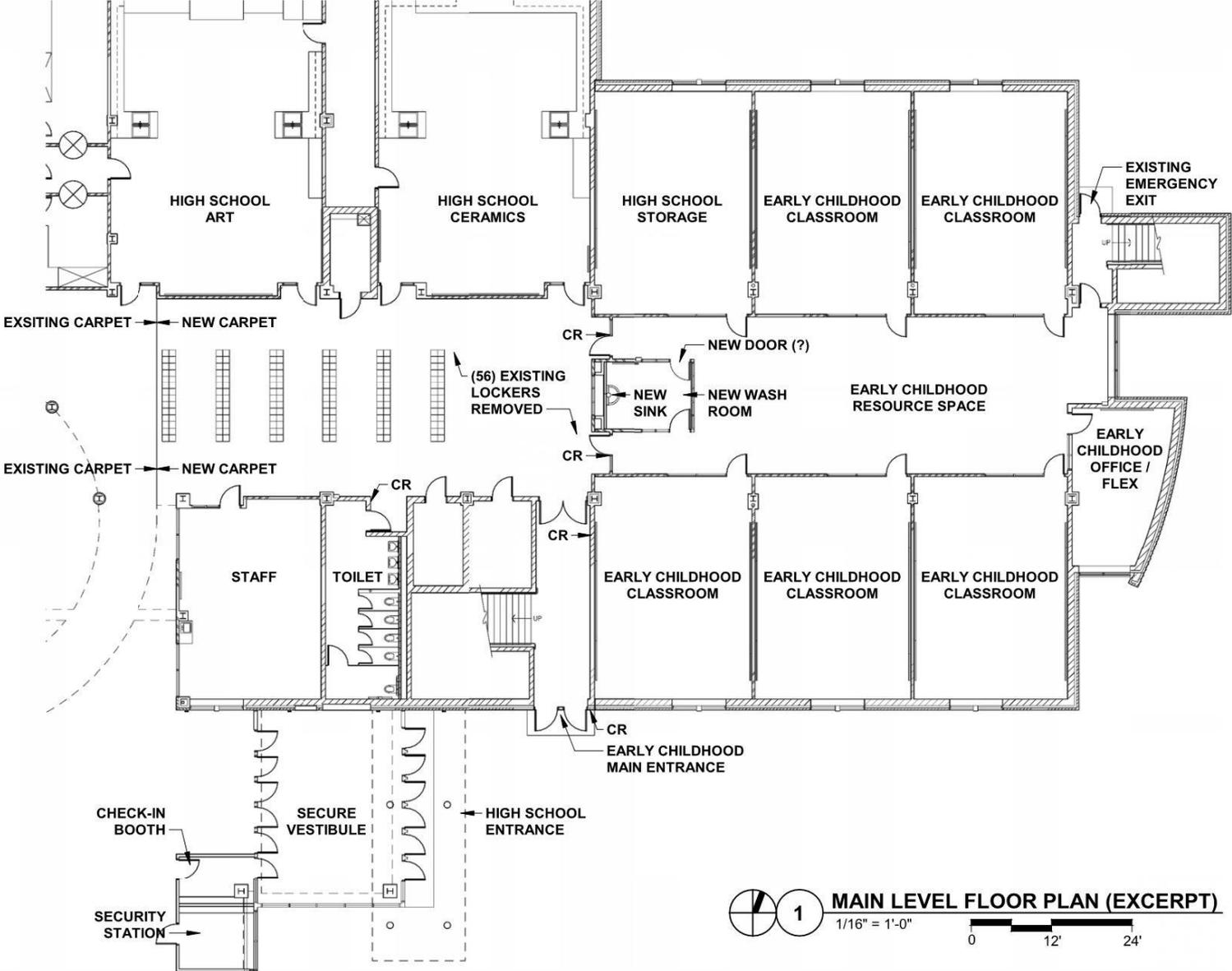


Hastings HS Site/Parking





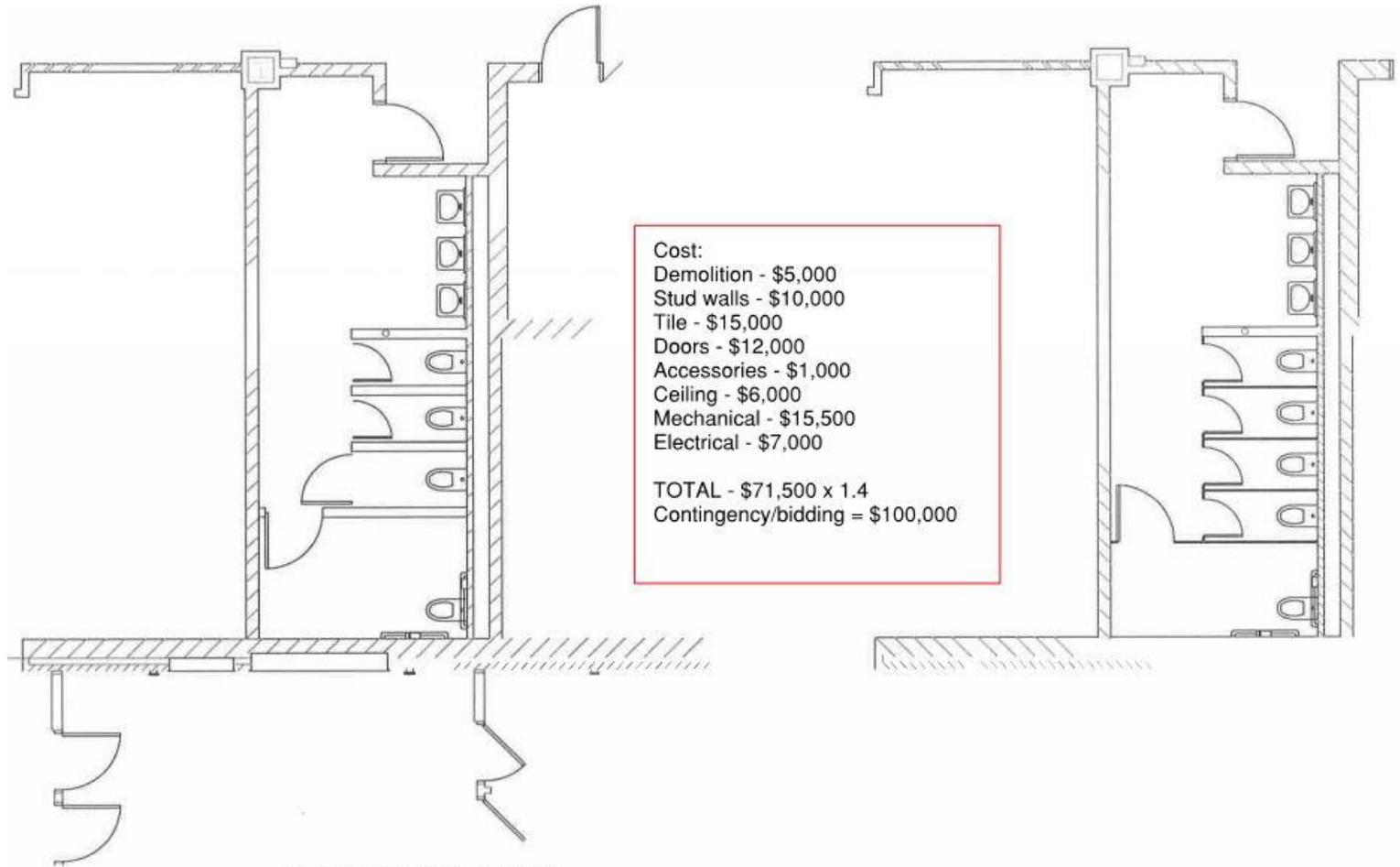
Early Childhood Program Space



1 MAIN LEVEL FLOOR PLAN (EXCERPT)
1/16" = 1'-0"
0 12' 24'



Hastings HS Ex. Women's Restroom



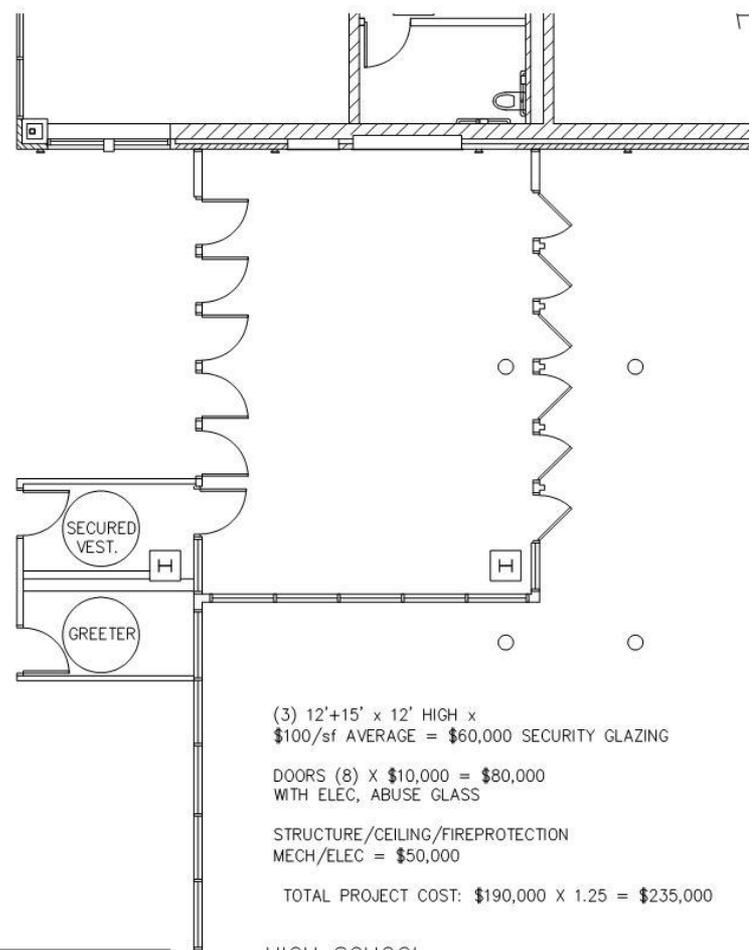
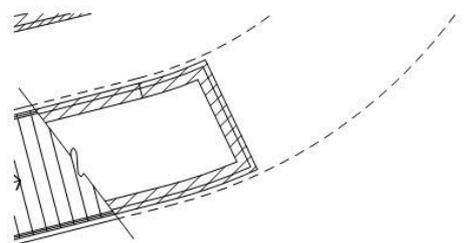
PROPOSED HIGH SCHOOL
WOMENS STUDENT TOILETS WITH WALLS

LOSS: 1 TOILET

EXISTING TOILET
ROOM



Hastings HS – Lower Entry



(3) 12'+15' x 12' HIGH x
\$100/sf AVERAGE = \$60,000 SECURITY GLAZING

DOORS (8) x \$10,000 = \$80,000
WITH ELEC, ABUSE GLASS

STRUCTURE/CEILING/FIREPROTECTION
MECH/ELEC = \$50,000

TOTAL PROJECT COST: \$190,000 x 1.25 = \$235,000

HIGH SCHOOL
EAST ENTRANCE

Facilities Committee of the Board - Feb. 4th

Bond Projects In Progress

1. McNamara Stadium Improvements (Construction)	\$3,363,000
2. Hastings Middle School Improvements (Construction)	\$23,540,900
3. Tilden Deferred Maintenance (Design/Bidding, bid Mar 2019)	\$847,146
4. HS New Athletic Parking Lot (Design, bid Apr 2020)	\$419,000
5. Pinecrest Deferred Maintenance (Design, bid Mar 2020)	\$968,000
6. Pinecrest Roof 2 sections (Design, bid Mar 2020)	\$373,000

Remaining Bond Projects Pending

1. JFK Roof SE Section	\$367,000
2. McAuliffe Roof West Section	\$166,000
3. Middle School Roof	\$717,000
4. JFK deferred – (Fire Doors, toilets, drinking fountains)	\$416,000
5. McAuliffe deferred – (Entry door 2, toilets)	\$107,000
6. HS deferred - (Tuck point, rock face, entrance doors,)	\$604,000
7. HS Fire Alarm and Alert System	\$435,000
8. Additional Alert Systems	\$365,000

Additional Projects Discussion

1. Early Childhood Expansion at HS (incl. toilet remodel)	\$195,000
2. High School Security Entrance Lower level	\$250,000
3. Bathrooms at the high school – cost per pair	\$190,000
4. Enlarge HS Field Lot to 129 stalls	\$134,500
5. Enhance HS Field Lot – Bus Traffic and Trails	\$104,000
6. Bathroom pair at the middle school near the auditorium	\$74,000 – \$107,000
7. Privacy Showers in the PE Complex at the high school (pair)	\$296,000 – \$348,000
8. Privacy Showers in the Athletic Locker Rooms at HS (pair)	\$200,000 – \$250,000
9. Storage Shed at the middle school site	\$150,000
10. Tilden - Multi- purpose room	\$50,000
11. F550 Sanding Truck	\$100,000
12. Replace the Middle School Track*	\$400,000
13. Replace Unit Ventilators at PC/JFK ^{1*}	TBD
14. Pillar at the high school ²	TBD
15. Windows at the high school ^{3*}	TBD
16. High School Security Entrance Upper level	\$150,000 - \$385,000
17. High School EIFS Repairs*	\$345,000 – \$750,000
18. Kennedy North Campus – Roof and AHU Replacement ^{4*}	TBD
19. Kennedy Fire and Burglar Alarm Replacement ^{5*}	TBD

20. Pinecrest Fire and Burglar Alarm Replacement ^{5*}	TBD
21. High School Skylight Repair*	\$10,000 each
22. High School Tennis Courts ^{5*}	\$920,000 - \$1,000,000
23. High School Smoke Control System*	\$12,000
24. High School Varsity Baseball Field ⁶	\$50,000 - \$100,000
25. High School Fulton Boiler Replacement ^{7*}	TBD
26. Kennedy Fulton Boiler Replacement ^{7*}	TBD
27. Pinecrest Fulton Boiler Replacement ^{7*}	TBD
28. Tilden South Toilet Piping ⁸	TBD
29. McAuliffe ES Paving Replacement*	TBD
30. Middle School Playground	TBD

¹ UV coils are plugged and controls are failing, UV model and replacement parts are now obsolete. Wold can review and provide project estimate.

² Commons pillar at HS from burst pipe? Wold can review and provide project estimate.

³ Seals/gaskets need to be replaced on all windows. Gaps leak air and water. Wold can review onsite and provide project estimate if needed.

⁴ AHU does not provide proper ventilation and roof is in bad shape. Wold can review and provide estimate.

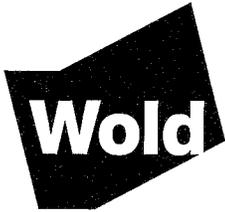
⁵ Significant cracking, suspected that subgrade needs work. Wold can review and provide estimate.

⁶ Left field does not drain well. Damaged or non-existent draintile. Wold can review and provide estimate.

⁷ Wold can review and provide estimate.

⁸ Suspected damaged/collapsed underground waste piping. Wold can review and provide estimate.

* Project may be funded with LTFM



February 18, 2020

Superintendent Jeff Pesta
Independent School District #200
1000 West 11th Street
Hastings, Minnesota 55033

Re: Independent School District #200
2020 Early Childhood Improvements
Commission No. 9999

Dear Jeff:

Wold Architects and Engineers is pleased to offer this fee proposal for Early Childhood Improvements at the Hastings High School. Work includes security upgrades, plumbing improvements, and modifications to the main High School entrance. This letter also serves as an amendment to our master Owner-Architect agreement with the District dated July 13, 1998. As in the past, our architectural and engineering fixed fees are calculated as 7.5% of the estimated construction cost plus 1/2 of the construction contingency for each project. Reimbursable expenses are billed in addition to the base fee. Therefore, our fee is calculated as follows:

Estimated Construction Cost	\$	356,000
1/2 Construction Contingency	\$	<u>8,900</u>
Subtotal Fee Basis	\$	364,900
	x	<u>7.5%</u>
Proposed Fixed Fee	\$	27,368

We look forward to continuing to work with the District and value our ongoing working relationship. Please feel free to call with any questions or concerns.

Sincerely,

Wold Architects and Engineers

Independent School District #200

Kyle Edsten | P.E.
Associate

Jeff Pesta, Superintendent

cc: Jennifer Seubert, ISD #200
Scott McQueen, Wold
Matt Mooney, Wold
Douglas Kahl, Wold
Accounting

SS/Promo/ISD_200/crsp/feb20

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101
woldae.com | 651 227 7773

**PLANNERS
ARCHITECTS
ENGINEERS**



Hastings Public School District
ISD #200

MSBA/MASA Model Policy 201
Orig. 1995
Rev. 2009

201 LEGAL STATUS OF THE SCHOOL BOARD

I. PURPOSE

The care, management, and control of the schools is vested by statutory and constitutional authority in the school board. The school board shall carry out the mission of the school district with diligence, prudence, and dedication to the ideals of providing the finest public education. The purpose of this policy is to define the authority, duties, and powers of the school board in carrying out its mission.

II. GENERAL STATEMENT OF POLICY

- A. The school board is the governing body of the school district. As such, the school board has responsibility for the care, management, and control over public schools in the school district.
- B. Generally, elected members of the school board have binding authority only when acting as a school board legally in session, except where specific authority is provided to school board members or officers individually. Generally, the school board is not bound by an action or statement on the part of an individual school board member unless the action is specifically directed or authorized by the school board.

III. DEFINITION

“School board” means the governing body of the school district.

IV. ORGANIZATION AND MEMBERSHIP

- A. The membership of the school board consists of six elected directors, or seven if the school board has submitted the question to the electors and a majority have approved a seven-member school board. The term of office is four years.

[Note: This number may be different for combining or consolidating school boards that are in a transition period.]

- B. There may be other ex officio members of the school board as provided by law.

The superintendent is an ex officio member.

- C. A majority of voting members constitutes a quorum. The act of the majority of a quorum is the act of the school board.

V. POWERS AND DUTIES

- A. The school board has powers and duties specified by statute. The school board's authority includes implied powers in addition to specific powers granted by the legislature.
- B. The school board exercises administrative functions. It also has certain powers of a legislative character and other powers of a quasi-judicial character.
- C. The school board shall superintend and manage the schools of the school district; adopt rules for their organization, government, and instruction; prescribe textbooks and courses of study; and make and authorize contracts.
- D. The school board shall have the general charge of the business of the school district, its facilities and property, and of the interest of the schools.
- E. The school board, among other duties, shall perform the following in accordance with applicable law:
 - 1. provide by levy of tax, necessary funds for the conduct of schools, the payment of indebtedness, and all proper expenses of the school district;
 - 2. conduct the business of the schools and pay indebtedness and proper expenses;
 - 3. employ and contract with necessary qualified teachers and discharge the same for cause;
 - 4. provide services to promote the health of its pupils;
 - 5. provide school buildings and erect needed buildings;
 - 6. purchase, sell, and exchange school district property and equipment as deemed necessary by the school board for school purposes;
 - 7. provide for payment of claims against the school district, and prosecute and defend actions by or against the school district, in all proper cases;
 - 8. employ and discharge necessary employees and contract for other services;
 - 9. provide for transportation of pupils to and from school, as governed by statute; and

10. procure insurance against liability of the school district, its officers, and employees.

F. The school board, at its discretion, may perform the following:

1. provide library facilities, public evening schools, adult and continuing education programs, summer school programs, and intersession classes of flexible school year programs;
2. furnish school lunches for pupils and teachers on such terms as the school board determines;
3. enter into agreements with one or more other independent school districts to provide for agreed upon educational services;
4. lease rooms or buildings for school purposes;
5. authorize the use of school facilities for community purposes that will not interfere with their use for school purposes;
6. authorize cocurricular and extracurricular activities;
7. receive, for the benefit of the school district, bequests, donations, or gifts for any proper purpose; and
8. perform other acts as the school board shall deem to be reasonably necessary or required for the governance of the schools.

Legal References: Minn. Stat. § 123A.22 (Cooperative Centers)
Minn. Stat. § 123B.02 (General Powers)
Minn. Stat. § 123B.09 (School Board Powers)
Minn. Stat. § 123B.14 (School District Officers)
Minn. Stat. § 123B.23 (Liability Insurance)
Minn. Stat. § 123B.49 (Cocurricular and Extracurricular Activities; Insurance)
Minn. Stat. § 123B.51 (Schoolhouses and Sites; Access for Noncurricular Purposes)
Minn. Stat. § 123B.85 (Definition)
Jensen v. Indep. Consol. Sch. Dist. No. 85, 160 Minn. 233, 199 N.W. 911 (1924)

Cross References: MSBA/MASA Model Policy 101 (Legal Status of the School District)
MSBA/MASA Model Policy 202 (School Board Officers)
MSBA/MASA Model Policy 203 (Operation of the School Board - Governing Rules)
MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)

MSBA Service Manual, Chapter 1, School District Governance, Powers
and Duties

Policy Reviewed: 02.19.2020

Policy Adopted:

Policy Revised:



Hastings Public School District
ISD #200

MSBA/MASA Model Policy 202
Orig. 1995
Rev. 2011

202 SCHOOL BOARD OFFICERS

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

I. PURPOSE

School board officers are charged with the duty of carrying out the responsibilities entrusted to them for the care, management, and control of the public schools of the school district. The purpose of this policy is to delineate those responsibilities.

II. GENERAL STATEMENT OF POLICY

- A. The school board shall meet annually and organize by selecting a chair, a clerk, a treasurer, and such other officers as determined by the school board. At its option, the school board may appoint a vice-chair to serve in the temporary absence of the chair.
- B. The school board shall appoint a superintendent who shall be an ex officio, nonvoting member of the school board.

III. ORGANIZATION

The school board shall meet annually on the first Monday in January, or as soon thereafter as practicable, and organize by selecting a chair, a clerk, a treasurer, and such other officers as determined by the school board. These officers shall hold office for one year and until their successors are elected and qualify.

- A. The persons who perform the duties of clerk and treasurer need not be members of the school board.
- B. The school board by resolution may combine the duties of the offices of clerk and treasurer in a single person in the office of business affairs.

[Note: The organizational meeting is a good time for the school board to plan for how to cancel and reschedule a board meeting. For example, the school board could decide and include in the regular meeting schedule a provision that if the school district closes early due to bad weather and calls off evening activities, any school board meeting scheduled for that evening will also be postponed and held at the same time and place

the following evening.

The organizational meeting is also a good time for the school board to select the school district's legal counsel and the individuals authorized to contact legal counsel. Usually, the authorized contacts are the board chair, the superintendent, and the chief business official of the school district. In addition, many school districts authorize their human resources director, or a person exercising similar duties, to contact legal counsel.]

IV. OFFICER'S RESPONSIBILITIES

A. Chair

1. The chair when present shall preside at all meetings of the school board, countersign all orders upon the treasurer for claims allowed by the school board, represent the school district in all actions, and perform all duties a chair usually performs.
2. In case of absence, inability, or refusal of the clerk to draw orders for the payment of money authorized by a vote of the majority of the school board to be paid, the chair may draw the orders, or the office of the clerk may be declared vacant by the chair and treasurer and filled by appointment.

B. Treasurer

1. The treasurer shall deposit the funds of the school district in the official depository.
2. The treasurer shall make all reports which may be called for by the school board and perform all duties a treasurer usually performs.
3. In the event there are insufficient funds on hand to pay valid orders presented to the treasurer, the treasurer shall receive, endorse, and process the orders in accordance with Minn. Stat. § 123B.12.

C. Clerk

1. The clerk shall keep a record of all meetings in the books provided.
2. Within three days after an election, the clerk shall notify all persons elected of their election.
3. On or before September 15 of each year, the clerk shall:
 - a. File with the school board a report of the revenues, expenditures, and balances in each fund for the preceding fiscal year.

- b. Make and transmit to the commissioner certified reports, showing:
 - (1) Revenues and expenditures in detail, and such other financial information required by law, rule, or as may be called for by the commissioner;
 - (2) Length of school term and enrollment and attendance by grades; and
 - (3) Other items of information as called for by the commissioner.
- 4. The clerk shall enter into the clerk's record book copies of all reports and of the teachers' term reports, and of the proceedings of any meeting, and keep an itemized account of all expenses of the school district.
- 5. The clerk shall furnish to the county auditor, on or before September 30 of each year, an attested copy of the clerk's record, showing the amount of proposed property tax voted by the school district or the school board for school purposes.
- 6. The clerk shall draw and sign all orders upon the treasurer for the payment of money for bills allowed by the school board for salaries of officers and for teachers' wages and all claims, to be countersigned by the chair.
- 7. The clerk shall perform such duties as required by the Minnesota Election Law or other applicable laws relating to the conduct of elections.
- 8. The clerk shall perform the duties of the chair in the event of the chair's and the vice-chair's temporary absences.

D. Vice-Chair [Optional]

The vice-chair shall perform the duties of the chair in the event of the chair's temporary absence.

E. Superintendent

- 1. The superintendent shall be an ex officio, nonvoting member of the school board.
- 2. The superintendent shall perform the following:
 - a. Visit and supervise the schools in the school district, report and make recommendations about their condition when advisable or on request by the school board;
 - b. Recommend to the school board employment and dismissal of

teachers;

- c. Annually evaluate each school principal assigned responsibility for supervising a school building within the district;
- d. Superintend school grading practices and examinations for promotions;
- e. Make reports required by the commissioner; and
- f. Perform other duties prescribed by the school board.

Legal References: Minn. Stat. § 123B.12 (Finance)
Minn. Stat. § 123B.14 (Officers)
Minn. Stat. § 123B.143 (Superintendent)
Minn. Stat. § 126C.17 (Referendum Revenue)
Minn. Stat. Ch. 205A (School District Elections)

Cross References: MSBA/MASA Model Policy 101 (Legal Status of the School District)
MSBA/MASA Model Policy 201 (Legal Status of the School Board)
MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)
MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties

Policy Reviewed: 02.19.2020

Policy Adopted:

Policy Revised:



*Hastings Public School District
ISD #200*

*MSBA/MASA Model Policy 203.1
Orig. 1997
Rev. 1999*

203.1 SCHOOL BOARD PROCEDURES; RULES OF ORDER

I. PURPOSE

The purpose of this policy is to provide specific rules of order to conduct meetings of the school board.

II. GENERAL STATEMENT OF POLICY

To ensure that school board meetings are conducted in an orderly fashion, the school board will follow rules of order which will allow the school board:

- A. To establish guidelines by which the business of the school board can be conducted in a regular and internally consistent manner;
- B. To organize the meetings so all necessary matters can be brought to the school board and decisions of the school board can be made in an orderly and reasonable manner;
- C. To insure that members of the school board have the necessary information to make decisions on substantive issues and to insure adequate discussion of decisions to be made; and
- D. To insure that meetings and actions of the school board are conducted so as to be informative to the staff and the public, and to produce a clear record of actions taken and decisions made.

III. RULES OF ORDER

- A. School board members need not rise to gain the recognition of the chair.
- B. A motion will be adopted or carried if it receives the affirmative votes of a majority of those actually voting on the matter. Abstentions are considered to be acquiescence to the vote of the majority. It should be noted that some motions by statute or Robert's Rules of Order require larger numbers of affirmative votes.
- C. All motions that require a second shall receive a second prior to opening the issue

for discussion of the school board. If a motion that requires a second does not receive a second, the chair may declare that the motion fails for lack of a second or may provide the second. The names of the members making and seconding a motion shall be recorded in the minutes.

- D. The chair shall decide the order in which school board members will be recognized to address an issue. An attempt should be made to alternate between pro and con positions if appropriate to the discussion. A member shall only speak to an issue after the member is recognized by the chair.
- E. The chair shall rule on all questions relating to motions and points of order brought before the school board.
- F. A ruling by the chair is subject to appeal to the full school board pursuant to Robert's Rules of Order.
- G. The school board shall have authority to recognize any member of the audience regarding a request to be heard at the school board meeting. Members of the public who wish to be heard shall follow school board procedures.
- H. The chair has the authority to declare a recess at any time for the purpose of restoring decorum to the meeting or for any other necessary purpose.
- I. The chair shall repeat a motion or the substance of a motion prior to the vote. The chair shall call for an affirmative and a negative vote on all motions.
- J. The order in which names will be called for roll call votes will be determined by the school board.

[Note: The school board may choose to include in the policy a method of calling the roll.]

- K. The chair has the same right and responsibility as each school board member to vote on all issues.
- L. The chair shall announce the result of each vote. The vote of each member, including abstentions, shall be recorded in the minutes. If the vote is unanimous, it may be reflected as unanimous in the minutes if the minutes also reflect the members present.
- M. A majority of the voting members of the school board constitute a quorum. The absence of a quorum may be raised by the chair or any member. Generally any action taken in the absence of a quorum is null and void. The only legal actions the school board may take in the absence of a quorum are to fix the time at which to adjourn, to adjourn, to recess or to take measures to obtain a quorum.

[Note: In addition, school boards may have other rules or local customs they wish to incorporate to reflect their normal processes and procedures.]

Legal References: Minn. Stat. § 13D.01, Subd. 4 (Open Meeting Law)
Minn. Stat. § 122A.40 (Employment Contracts, Termination)
Minn. Stat. § 123B.09, Subds. 6 and 7 (School Board Powers)
Minn. Stat. § 126C.53 (Enabling Resolution; Form of Certificates of Indebtedness)
Minn. Stat. § 331A.01, Subd. 6 (Newspapers; Definitions)
Minn. Stat. § 331A.04, Subd. 6 (Newspapers; Exception to Designation Priority)
Minn. Stat. § 471.88 (Exceptions)

Cross References: MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)
MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 207 (Public Hearings)

Policy Reviewed: 02.19.2020

Policy Adopted:

Policy Revised:



Hastings Public School District
ISD #200

MSBA/MASA Model Policy 203.5
Orig. 1997
Rev. 2012

203.5 SCHOOL BOARD MEETING AGENDA

I. PURPOSE

The purpose of this policy is to provide procedures for the preparation of the school board meeting agenda to ensure that the school board can accomplish its business as efficiently and expeditiously as possible.

II. GENERAL STATEMENT OF POLICY

The policy of the school board is that school board meetings shall be conducted in a manner to allow the school board to accomplish its business while allowing reasoned debate and discussion of each matter to be acted upon.

III. PROCEDURES

- A. While all school board members may provide input, it shall be the responsibility of the school board chair and superintendent to develop, prepare, and arrange the order of items for the tentative school board meeting agenda for each school board meeting.
- B. Persons wishing to place an item on the agenda must make a request to the school board chair or superintendent in a timely manner. The person making the request is encouraged to state the person's name, address, purpose of the item, action desired, and pertinent background information. The chair and superintendent shall determine whether to place the matter on the tentative agenda.

[Note: The Commissioner of Administration has issued an opinion that a government entity is limited to acting only on those matters specifically included in the notice of a special meeting.]

- C. The tentative agenda and supporting documents shall be sent to the school board members _____ (___) days prior to the scheduled school board meeting.
- D. Items may only be added to the agenda by a motion adopted at the meeting. If an added item is acted upon, the minutes of the school board meeting shall include a description of the matter.

- E. At least one copy of any printed materials, including electronic communications, relating to the agenda items of the meeting prepared or distributed by or at the direction of the school board or its employees and: (i) distributed at the meeting to all members of the governing body; (ii) distributed before the meeting to all members; or (iii) available in the meeting room to all members shall be available in the meeting room for inspection by the public while the school board considers their subject matter. This does not apply to materials classified by law as other than public or to materials relating to the agenda items of a closed meeting.

Legal References: Minn. Stat. § 13D.01, Subd. 6 (Open Meeting Law)
Minn. Stat. § 123B.09, Subd. 7 (School Board Powers)
Dept. of Admin. Advisory Op. No. 10-013 (April 29, 2010)
Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)

Cross References: MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)
MSBA/MASA Model Policy 203.2 (Order of the Regular School Board Meeting)
MSBA/MASA Model Policy 203.6 (Consent Agendas)
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)
MSBA/MASA Model Policy 207 (Public Hearings)

Policy Reviewed: 02.19.2020

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Policy Revised:



Hastings Public School District
ISD #200

MSBA/MASA Model Policy 203
Orig. 1995
Rev. 2009

203 OPERATION OF THE SCHOOL BOARD – GOVERNING RULES

I. PURPOSE

The purpose of this policy is to provide governing rules for the conduct of meetings of the school board.

II. GENERAL STATEMENT OF POLICY

An orderly school board meeting allows school board members to participate in discussion and decision of school district issues. Rules of order allow school board members the opportunity to review school-related topics, discuss school business items, and bring matters to conclusion in a timely and consistent manner.

III. RULES OF ORDER

Rules of order for school board meetings shall be as follows:

- A. Minnesota statutes where specified;
- B. Specific rules of order as provided by the school board consistent with Minnesota statutes; and
- C. *Robert's Rules of Order, Revised* (latest edition) where not inconsistent with A. and B., above.

[Note: The editions of Robert's Rules of Order differ, so specifying the edition used is important.]

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 123B.09, Subds. 6, 7, and 10 (School Board Matters)
Minn. Stat. § 123B.14 (Officers)

Cross References:

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Hastings Public School District
ISD #200

MSBA/MASA Model Policy 204
Orig. 1995
Rev. 2008

204 SCHOOL BOARD MEETING MINUTES

[Note: The provisions of this policy are required by statute.]

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. MAINTENANCE OF MINUTES AND RECORDS

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

B. Recordings of Closed Meetings

1. All closed meetings, except those closed as permitted by the attorney-client privilege, must be electronically recorded at the expense of the school district. Recordings of closed meetings shall be made separately from the recordings of an open meeting, to the extent such meetings are recorded. If a meeting is closed to discuss more than one (1) matter, each matter shall be separately recorded.

2. Recordings of closed meetings shall be preserved by the school district for the following time periods:
 - a. Meetings closed to discuss labor negotiations strategy shall be preserved for two (2) years after the contract is signed.
 - b. Meetings closed to discuss security matters shall be preserved for at least four (4) years.
 - c. Meetings closed to discuss the purchase or sale of property shall be preserved for at least eight (8) years after the date of the meeting.
 - d. All other closed meetings shall be preserved by the school district for at least three (3) years after the date of the meeting.
 - e. Following the expiration of the above time periods, recordings of closed meetings shall be maintained as set forth in the school district's Records Retention Schedule.
3. Recordings of closed meetings shall be classified by the school district as protected non-public data that is not accessible by the public or any subject of the data, with the following exceptions:
 - a. Recordings of labor negotiations strategy meetings shall be classified as public data and made available to the public after all labor contracts are signed by the school district for the current budget period.
 - b. Recordings of meetings related to the purchase or sale of property shall be classified as public data and made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school district has abandoned the purchase or sale.
 - c. Recordings of any other closed meetings shall be classified and/or released as required by court order.
4. Recordings of closed meetings shall be maintained separately from recordings of open meetings, to the extent recordings of open meetings are maintained by the school district, with the exception of recordings that have been classified as public data as set forth in Section III.B.3. above. Recordings of closed meetings classified as non-public data also shall be maintained in a secure location, separate from recordings classified as public data.
5. Recordings of closed meetings shall be maintained in a manner to easily identify the data classification of the recording. The recordings shall be identified with at least the following information:

- a. The date of the closed meeting;
 - b. The basis upon which the meeting was closed (i.e.: labor negotiations strategy, purchase or sale of real property, educational data, etc.); and
 - c. The classification of the data.
6. Recordings of closed meetings related to labor negotiations strategy and the purchase or sale of property shall be maintained and monitored in a manner that reclassifies the recording as public upon the occurrence of an event reclassifying that data as set forth in Section III.B.3 above.

IV. PUBLICATION OF OFFICIAL PROCEEDINGS

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

Legal References: Minn. Stat. § 13D.01, Subds. 4-6 (Open Meeting Law)
Minn. Stat. § 123B.09, Subd. 10 (Publishing Proceedings)

Minn. Stat. § 123B.14, Subd. 7 (Record of Meetings)
Minn. Stat. § 331A.01 (Definition)
Minn. Stat. § 331A.05, Subd. 8 (Notice Regarding Published Summaries)
Minn. Stat. § 331A.08, Subd. 3 (Publication of Proceedings)
Op. Atty. Gen. 161-a-20, December 17, 1970
Ketterer v. Independent School District No. 1, 248 Minn. 212, 79 N.W.2d
428 (1956)

Cross References: MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)
MSBA Service Manual, Chapter 1, School District Governance, Powers
and Duties

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Hastings Public School District
ISD #200

MSBA/MASA Model Policy 205
Orig. 1995
Rev. 2017

205 OPEN MEETINGS AND CLOSED MEETINGS

[Note: The provisions of this policy accurately reflect the Open Meeting Law statute and are not discretionary in nature.]

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITION

“Meeting” means a gathering of at least a quorum or more members of the school board, or quorum of a committee or subcommittee of school board members, at which members discuss, decide, or receive information as a group on issues relating to the official business of the school board. The term does not include a chance or social gathering or the use of social media by members of a public body so long as the social media use is limited to exchanges with all members of the general public. For purposes of the Open

Meeting Law, social media does not include e-mail.

IV. PROCEDURES

A. Meetings

1. Regular Meetings

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

2. Special Meetings

a. For a special meeting, the school board shall post written notice of the date, time, place, and purpose of the meeting on the principal bulletin board of the school district or on the door of the school board's usual meeting room if there is no principal bulletin board. The school board's actions at the special meeting are limited to those topics included in the notice.

b. The notice shall also be mailed or otherwise delivered to each person who has filed a written request for notice of special meetings.

c. This notice shall be posted and mailed or delivered at least three days before the date of the meeting. As an alternative to mailing or otherwise delivering notice to persons who have filed a written request, the school board may publish the notice once, at least three days before the meeting, in the official newspaper of the school district or, if none, in a qualified newspaper of general circulation within the area of the school district.

d. A person filing a request for notice of special meetings may limit the request to particular subjects, in which case the school board is required to send notice to that person only concerning those particular subjects.

e. The school board will establish an expiration date on requests for notice of special meetings and require refiling once each year. Not more than 60 days before the expiration date of request for notice, the school board shall send notice of the refiling requirement to each person who filed during the preceding year.

3. Emergency Meetings

- a. An emergency meeting is a special meeting called because of circumstances that, in the judgment of the school board, require immediate consideration.

[Note: While the statute leaves the question to the board of whether the circumstances require immediate consideration at an emergency meeting, the advisory opinions of the Commissioner of Administration would limit such meetings to responding to natural disasters or health epidemics caused by an event such as an accident or terrorist attack.]

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

4. Recessed or Continued Meetings

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

5. Closed Meetings

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

6. Actual Notice

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

7. Health Pandemic or Declared Emergency

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

8. Meetings Conducted by Interactive Technology

A meeting may be conducted by interactive technology, Skype, or other similar electronic means in compliance with Minn. Stat. § 13D.02.

B. Votes

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

C. Written Materials

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

D. Data

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

E. Closed Meetings

1. Labor Negotiations Strategy

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

2. Sessions Closed by Bureau of Mediation Services

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

3. Preliminary Consideration of Charges

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

4. Performance Evaluations

The school board may close a meeting to evaluate the performance of an individual who is subject to its authority. The school board shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the school board shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who

is the subject of the meeting. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

5. Attorney-Client Meeting

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

6. Dismissal Hearing

a. A hearing on the dismissal of a licensed teacher shall be public or private at the teacher's discretion. A hearing regarding placement of teachers on unrequested leave of absence shall be public.

b. A hearing on dismissal of a student pursuant to the Pupil Fair Dismissal Act shall be closed unless the pupil, parent or guardian requests an open hearing.

c. To the extent a teacher or student dismissal hearing is held before the school board and is closed, the closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

7. Coaches; Opportunity to Respond

a. If the school board has declined to renew the coaching contract of a licensed or non-licensed head varsity coach, it must notify the coach within 14 days of that decision.

b. If the coach requests the reasons for the nonrenewal, the school board must give the coach the reasons in writing within 10 days of receiving the request.

c. On the request of the coach, the school board must provide the coach with a reasonable opportunity to respond to the reasons at a

school board meeting.

- d. The meeting may be open or closed at the election of the coach unless the meeting is closed as required by Minn. Stat. § 13D.05, Subd. 2, to discuss educational or certain other nonpublic data.
- e. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

8. Meetings to Discuss Certain Not Public Data

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

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

9. Purchase and Sale of Property

- a. The school board may close a meeting:
 - (1) To determine the asking price for real or personal property to be sold by the school district;
 - (2) To review confidential or nonpublic appraisal data; and
 - (3) To develop or consider offers or counteroffers for the purchase or sale of real or personal property.
- b. Before closing the meeting, the school board must identify on the record the particular real or personal property that is the subject of the closed meeting.

- c. The closed meeting must be tape recorded at the expense of the school district. The tape must be preserved for eight years after the date of the meeting and be made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school board has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of school board members and all other persons present at the closed meeting must be made available to the public after the closed meeting.
- d. An agreement reached that is based on an offer considered at a closed meeting is contingent on its approval by the school board at an open meeting. The actual purchase or sale must be approved at an open meeting and the purchase price or sale price is public data.

10. Security Matters

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

11. Other Meetings

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

F. Procedures for Closing a Meeting

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)
Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)
Minn. Stat. § 179A.14, Subd. 3 (Labor Negotiations)
Minn. Rules Part 5510.2810 (Bureau of Mediation Services)
Brown v. Cannon Falls Township, 723 N.W.2d 31 (Minn. App. 2006)
Brainerd Daily Dispatch v. Dehen, 693 N.W.2d 435 (Minn. App. 2005)
The Free Press v. County of Blue Earth, 677 N.W.2d 471 (Minn. App. 2004)
Prior Lake American v. Mader, 642 N.W.2d 729 (Minn. 2002)
Star Tribune v. Board of Education, Special School District No. 1, 507 N.W.2d 869 (Minn. App. 1993)
Minnesota Daily v. University of Minnesota, 432 N.W.2d 189 (Minn. App. 1988)
Moberg v. Independent School District No. 281, 336 N.W.2d 510 (Minn. 1983)
Sovereign v. Dunn, 498 N.W.2d 62 (Minn. App. 1993), *rev. denied.* (Minn. 1993)
Dept. of Admin. Advisory Op. No. 19-008 (May 22, 2019)
Dept. of Admin. Advisory Op. No. 19-006 (April 9, 2019)
Dept. of Admin. Advisory Op. No. 18-019 (December 28, 2018)
Dept. of Admin. Advisory Op. No. 17-005 (June 22, 2017)
Dept. of Admin. Advisory Op. No. 13-009 (March 19, 2013)
Dept. of Admin. Advisory Op. No. 12-004 (March 8, 2012)
Dept. of Admin. Advisory Op. No. 11-004 (April 18, 2011)
Dept. of Admin. Advisory Op. No. 10-020 (September 23, 2010)
Dept. of Admin. Advisory Op. No. 09-020 (September 8, 2009)
Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)
Dept. of Admin. Advisory Op. No. 06-027 (September 28, 2006)
Dept. of Admin. Advisory Op. No. 04-004 (February 3, 2004)

Cross References: MSBA/MASA Model Policy 204 (School Board Meeting Minutes)
MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 207 (Public Hearings)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

MSBA Service Manual, Chapter 13, School Law Bulletin “C”
(Minnesota’s Open Meeting Law)

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Hastings Public School District
ISD #200

MSBA/MASA Model Policy 207
Orig. 1995
Rev. 2009

207 PUBLIC HEARINGS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. PROCEDURES

A. Public Hearings

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

B. Notice of Public Hearings

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

C. Public Participation

The school board retains the right to require that those in attendance at a public hearing indicate their desire to address the school board and complete and file with the clerk of the school board an appropriate request card prior to the

commencement of the hearing if the school board utilizes this procedure. In that case, any request to address the school board after the commencement of the hearing will be granted only at the discretion of the school board.

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

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

Cross References: MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)

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MSBA/MASA Model Policy 209
Orig. 1995
Rev. 2009

209 CODE OF ETHICS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

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

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

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

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

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

1. Attempt to appraise and plan for both the present and future educational needs of the school district and community.
2. Attempt to obtain adequate financial support for the school district's programs.

3. Insist that business transactions of the school district be ethical and open.
4. Strive to uphold my responsibilities and accountability to the taxpayers in my school district.

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

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

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

1. Comply with all federal, state, and local laws relating to my work as a school board member.
2. Comply with all school district policies as adopted by the school board.

3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other state and federal agencies with jurisdiction over school districts.
4. Recognize that school district business may be legally transacted only in an open meeting of the school board.
5. Avoid conflicts of interest and refrain from using my school board position for personal gain.
6. Take no private action that will compromise the school board or administration.
7. Guard the confidentiality of information that is protected under applicable law.

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

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

Policy Reviewed: 02.19.2020

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Policy Revised:



*Hastings Public School District
ISD #200*

*MSBA/MASA Model Policy 211
Orig. 1995
Rev. 2006*

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. The school district recognizes that, when civil or criminal actions are pending against a school board member, school district employee, or student, the school district may be requested or required to take action.
- B. In responding to such requests and/or requirements, the school district will take such measures as are appropriate to its primary mission of providing for the education of students in an environment that is safe for staff and students and is conducive to learning.
- C. The school district acknowledges its statutory obligations with respect to providing assistance to school board members and teachers who are sued in connection with performance of school district duties. Collective bargaining agreements and school district policies may also apply.

III. CIVIL ACTIONS

- A. Pursuant to Minn. Stat. § 466.07, Subd. 1, the school district shall defend and indemnify any school board member or school district employee for damages in school-related litigation, including punitive damages, claimed or levied against the school board member or employee, provided that he or she was acting in the performance of the duties of the position and was not guilty of malfeasance, willful neglect of duty, or bad faith.
- B. Pursuant to Minn. Stat. §123B.25(b), with respect to teachers employed by the school district, upon written request of the teacher involved, the school district shall provide legal counsel for any school teacher against whom a claim is made

or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of the teacher with the school district. The school district will choose legal counsel after consultation with the teacher.

C. Data Practices

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

D. Service of Subpoenas

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

E. Leave to Testify

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

IV. **CRIMINAL CHARGES OR CONDUCT**

A. Employees

1. The school district expects that its employees serve as positive role models for students. As role models for students, employees have a duty to conduct themselves in an exemplary manner.
2. If the school district receives information relating to activities of a criminal nature by an employee, the school district will investigate and take appropriate disciplinary action, which may include discharge, subject to school district policies, statutes, and provisions of applicable collective bargaining agreements.
3. Pursuant to Minn. Stat. § 123B.02, Subd. 20, if reimbursement for a criminal defense is requested by a school district employee, the school board may, after consulting with its legal counsel, reimburse the employee

for any costs and reasonable attorney fees incurred by the employee to defend criminal charges brought against the employee arising out of the performance of duties for the school district. The decision as to whether to reimburse shall be made in the discretion of the school board. A school board member who is a witness or an alleged victim in the case may not vote on the reimbursement. If a quorum of the school board is disqualified from voting on the reimbursement, the reimbursement must be approved by a judge of the district court.

B. Students

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

C. Criminal Investigations

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

D. Data Practices

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

V. STATEMENTS WHEN LITIGATION IS PENDING

The school district recognizes that when a civil or criminal action is commenced or pending, parties to the lawsuit have particular duties in reference to persons involved or named in the lawsuit, as well as insurance carrier(s). Therefore, school board members or school district employees shall make or release statements in that situation only in consultation with legal counsel.

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

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

Policy Reviewed: 02.19.2020

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*Hastings Public School District
ISD #200*

*MSBA/MASA Model Policy 212
Orig. 1995
Rev. 2005*

212 SCHOOL BOARD MEMBER DEVELOPMENT

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

Cross References: MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members)
MSBA/MASA Model Policy 412 (Expense Reimbursement)

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Hastings Public School District
ISD #200

MSBA/MASA Model Policy 213
Orig. 1996
Rev. 2007

213 SCHOOL BOARD COMMITTEES

[Note: Many school boards utilize either standing or ad hoc committees, or both. On the other hand, some school boards avoid the use of committees for the most part because of the danger of fragmentation of the governance process. The objective of this policy is to provide a framework for those school boards which elect to utilize committees or subcommittees. Further, this policy is designed to apply only to committees or subcommittees made up of elected school board members. Other considerations will apply to committees established by the school board involving members of the public, employees, students, parents, etc.]

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. It is the policy of the school board to designate school board committees or subcommittees when it is determined that a committee process facilitates the mission of the school board.
- B. The school board has determined that certain permanent standing committees, as described in this policy, do facilitate the operation of the school board and the school district.
- C. A school board committee or subcommittee will be formed by school board resolution which shall outline the duties and purpose of the committee or subcommittee.
- D. A committee or subcommittee is advisory in nature and has only such authority as specified by the school board.
- E. The school board will receive reports or recommendations from a committee or subcommittee for consideration. The school board, however, retains the right and has the duty to make all final decisions related to such reports or recommendations.

- F. The school board also may establish such ad hoc committees for specific purposes as it deems appropriate.
- G. The school board reserves the right to limit, create or abolish any standing or ad hoc committee as it deems appropriate.
- H. A committee of the school board shall not appoint a subcommittee of that committee without approval of the school board.

III. APPOINTMENT OF COMMITTEES

- A. The school board hereby appoints the following standing committees:
 - 1. Audit.
 - 2. Policy.
 - 3. Building and Grounds.
 - 4. Negotiations Committee(s) for various employee groups.

[Note: Each school district should determine which, if any, standing committees the school board wishes to establish.]

- B. The school board will establish, by resolution, for each standing or ad hoc committee the number of members, the term and the charge or mission of each such committee.
- C. The school board chair shall appoint the members of each standing or ad hoc committee and designate the chair thereof.

IV. PROCEDURES FOR SCHOOL BOARD COMMITTEES

- A. All meetings of committees or subcommittees shall be open to the public in compliance with the Open Meeting Law, and notice shall be given as prescribed by law.
- B. A committee or subcommittee shall act only within the guidelines and mission established for that committee or subcommittee by the school board.
- C. Actions of a committee or subcommittee shall be by majority vote and be consistent with the governing rules of the school board.
- D. The committee or subcommittee shall designate a secretary who will record the minutes of actions of the school board committee.
- E. The power of a committee or subcommittee of the school board is advisory only and is limited to making recommendations to the school board.

- F. A committee or subcommittee of the school board shall, when appropriate, clarify in any dealings with the public that its powers are only advisory to the school board.

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

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

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Hastings Public School District
ISD #200

MSBA/MASA Model Policy 214
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Rev. 2009

214 OUT-OF-STATE TRAVEL BY SCHOOL BOARD MEMBERS

[Note: School districts are required by statute to adopt a policy addressing this issue.]

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. APPROPRIATE TRAVEL

Travel outside the state is appropriate when the school board finds it proper for school board members to acquire knowledge and information necessary to allow them to carry out their responsibilities as school board members. Travel to regional or national meetings of the National School Boards Association is presumed to fulfill this purpose. Travel to other out-of-state meetings for which the member intends to seek reimbursement from the school district should be preapproved by the school board.

IV. REIMBURSABLE EXPENSES

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

V. REIMBURSEMENT

A. Requests for reimbursement must be itemized on the official school district form and are to be submitted to the designated administrator. Receipts for lodging,

commercial transportation, registration, and other reasonable and necessary expenses must be attached to the reimbursement form.

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

VI. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

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

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

Cross References: MSBA/MASA Model Policy 212 (School Board Member Development)
MSBA/MASA Model Policy 412 (Expense Reimbursement)

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Future Board Meetings

Date	Time	Location	Description
3/10/2020	4:30 PM	School Board Room/District Office	Policy Meeting - Need to Reschedule due to Township Elections (No meetings before 8 PM)
3/11/2020	6:00 PM	School Board Room/District Office	School Board Work Session
3/24/2020	6:30 PM	School Board Room/District Office	Special Meeting: Determine finalists for Round 1 interviews
3/25/2020	6:00 PM	School Board Room/District Office	Regular Board Meeting