



Future Ready. Community Strong.

Regular Meeting Agenda

Diamondhead Education Center
200 W. Burnsville Parkway
Burnsville, MN, 55337
October 13, 2016
6:30 PM

(6:00 PM Board Listening Session with Directors DeeDee Currier and Sandy Mackall)

I. Call to Order

- A. Welcome Public
- B. Pledge of Allegiance
- C. Future Ready: Burnsville High School Tech Team

II. Business Meeting

A. Approval of Agenda

B. Consent Agenda

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

- 1. Approve Minutes 3
- 2. Approve Personnel Recommendations 5
- 3. Adopt a Resolution to Accept Donations 6
- 4. Approve, on a Second Reading Basis, Board Policy 901: *Community Education* (rescind KMB) 8
- 5. Approve, on a Second Reading Basis, Policy 721: *Uniform Grant Guidance Policy Regarding Federal Revenue Sources* 12
- 6. Approve Change Orders #171, #192, #195, #196 and #197 for the 2015 Additions and Alterations to Burnsville High School 30
- 7. Approve Change order #04 for the 2016 Alterations to Diamondhead Education Center and Administrative Service Center 45
- 8. Approve Change Order #011 for the 2016 Additions and Alterations to Metcalf Middle School, William Byrne Elementary and Rahn Elementary Schools 49

III. New Business

- A. Report on Discover BHS and Partnerships, Pathways and the Pipeline Events 53
Presenter: Dave Helke, Principal, and Dr. Kathy Funston, Director of Strategic Partnerships and Pathways
- B. Approve Memorandum of Agreement with Firefly Federal Credit Union for 2016-17 67

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

C. Report on Two-Year Literacy Implementation Plan (K-8)

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Presenter: Dr. Stacie Stanley, Director of Curriculum, Instruction and Student Support Services, and Beth Van Osdal, Coordinator of Elementary Programs and Assessments

IV. Reports

A. Student Representative

B. Superintendent

C. Board Member

V. Adjourn

School Board Minutes
 INDEPENDENT SCHOOL DISTRICT 191
 September 29, 2016

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

Call to Order

Members present: Directors Currier, Alt, VandenBoom, Hill, Schmid, and Mackall. Luth was absent. Others in attendance were Superintendent Gothard, Student Representative Green, administrators, staff and members of the public.

Attendance

Alt chaired the meeting. Alt welcomed the audience and asked Mackall to lead the Pledge of Allegiance.

Pledge of Allegiance

Received a highlight pertaining to Future Ready: Success 191.

Future Ready

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

Agenda

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

Consent Agenda Minutes

- Approve minutes of the September 15, 2016 regular school board meeting and closed session and minutes of the September 23 board retreat.
- Personnel recommendations for J. Fredricks, A. Mishica, C. Monson, M. Smith, K. Torralba, S. Winterlin, D. Therrien, B. Drayton, C. Haslock. H. Muse, O. Ramirez, J. Souvannavong, M. Vraa, S. Wells, L. Quast, K. Sponsel, P. Renner, K. Sorlie, R. Friesen, S. Gardiner, T. Gebhart, C. Hale, D. Millar, and D. Schlager.
- Adopt a resolution to approve and accept donations.
- Approve August payroll checks numbered 718538-718550, and Direct Deposit notices numbered 619020-620782, in the net amount of \$3,860,324.53. June, Aug & Sept claims to date represented by checks numbered 448183-448629, 1016340-1016428, and 101547-101612 and wire transfers and adjustments totaling \$14,732,087.50. Also, that the Board accepts August receipts of \$16,599,309.36 and investments for the General Fund, 2012A Alt Facilities, 2015A School Building Bonds and OPEB of \$69,660,233.80 as of August 31, 2016.
- Approve second reading of Board Policies 614: *School District Assessment Program* (with edit); 509: *Enrollment of Nonresident Students*; 497: *Employee Workday* (rescind DJGA); 299: *Student Representative to the School Board* (rescind ABC & ABC-R); and 419: *Tobacco- and Smoke-Free Environment*.
- Approve second reading of rescinding Policies ACB: *Respectful Behavior*; JN: *Student Fees, Fines and Charges*; KM: *Relations with Community Organizations*; KA & KA-R: *School Community Relations-*

Personnel

Donations
 Check, deposits,
 receipts and
 investments

Second reading of
 policies

- Media Inquiries; and EEA & EEA-R: Student Transportation.*
- Approve change orders #008, #009 and #010 for the 2016 Additions and Alterations to Metcalf Middle School, William Byrne Elementary and Rahn Elementary schools.
 - Approve change orders #015, #016 and #017 for the 2016 Alterations to Nicollet Middle School, Edward Neill, Sky Oaks and Harriet Bishop Elementary schools.
 - Approves change orders #160, #189, #190, #191 and #193 for the 2015 Additions and Alterations to Burnsville High School.
- Motion carried unanimously (6, 0).

Change Orders

Moved by Currier, seconded by Schmid, to certify the proposed property tax levy for taxes payable in 2017 and authorize the clerk to execute the levy certification forms in the “maximum amount” and to also schedule the Truth in Taxation Hearing on December 15, 2016, to be held during the regularly scheduled board meeting beginning at 6:30 p.m. Motion carried unanimously after discussion (6, 0).

Proposed Tax Levy and Truth and Taxation Hearing

Moved by Schmid, seconded by VandenBoom, to approve, on a first reading basis, Board Policies 901: Community Education (rescind KMB), and 721: *Uniform Grant Guidance Policy Regarding Federal Revenue Sources*. Motion carried unanimously after discussion (6, 0).

First reading of Policies

Verbal reports were given by Currier on behalf of the Student Performance and Achievement Committee; and Alt on behalf of the Policy Review Committee

Reports

Received a report from Currier regarding the Board Listening Session on September 15, 2016.

Moved by Schmid, seconded by Mackall, to adjourn at 7:16 p.m. Motion carried unanimously (6, 0).

Adjourn

Jim Schmid, clerk

October 13, 2016
Date Approved

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

TO: Members, Board of Education
Joe Gothard, Superintendent

FROM: Stacey Sovine, Executive Director of Human Resources

DATE: October 13, 2016

RE: Recommended Personnel Changes

Certified

Appointment

Anthony Baysah -New –Teacher, 1.0 FTE, Rahn, effective 9/28/16
Elisa Sarmento *Replacement Teacher-Long Term Substitute, 1.0 FTE, MMS, effective 10/11/16

Classified

Appointment

Michael Hahne -Replacement EA Level IV, 7.25 hrs/day, EN, effective 10/3/16
Jean Hansen -New AVID Tutor, District-Wide, effective 2016/2017 school year
Hajir Haroon -Replacement EA Level II, 8 hrs/day, SO, effective 10/3/16
Selena Hernandez -New AVID Tutor, District-Wide, effective 2016/2017 school year
Katelyn Holdshoe -New CE Program Associate, 6 hrs/day, DEC, effective 9/26/16
Danielle Johnson *Replacement Food Service Associate, 3.75 hrs/day, BHS effective 10/24/16
Alex Pass -New AVID Tutor, District-Wide, effective 2016/2017 school year
Sara Pedrozo Gutierrez *New CE Associate, 5.25 hrs/day, effective 10/5/16

Change in Assignment

Trudy Bliese -Assignment changes to Food Service Associate, 3.75 hrs/day, WB, effective 10/5/16

Resignation

Erin Bazzachini *Food Service Associate, NMS, effective 10/14/16
Jessica Hildman *EA Level II, MWS, effective 10/21/16
Deborah Rineveld *EA Level IV, BHS, effective 10/7/16
Kirstan Sondergaard-Smith *AVID Tutor, District-Wide, effective 10/7/16
Kristin Wicklace *AVID Tutor, District-Wide, effective 9/9/2016

Coaches/Co-Curricular Appointment

Michael Hopper *Replacement Girls Basketball Coach JV, BHS, effective Winter Season 2017



**Agenda II.B.3.
October 13, 2016**

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

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

Date: October 6, 2016

Re: Donations

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

RESOLUTION TO APPROVE AND ACCEPT DONATIONS

WHEREAS,

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

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

Moved by: _____

Seconded by: _____

Members in favor of the motion:

Members opposed:

Whereupon said Resolution was declared duly passed and adopted on October 13, 2016.

Jim Schmid
Clerk – Board of Education

Date	Donor	Recipient	Terms	Donation
9/19/2016	Keith & Greta Warren via the Kids In Need Foundation:	ISD 191	To provide students with backpacks and supplies for school	400 backpacks with school supplies
9/16/2016	Gerald Johnson	ISD 191	students	trumpet (\$200 value)
9/26/2016	Garrett and Judy Sampson	BrainPower In a Backpack	support BrainPower program	\$100.00
9/29/2016	Burnsville Lion's Club	ISD 191	Vision and Hearing Screeners	\$11,553.70
9/28/2016	Tom Marlow	Gideon Pond Elementary	Student use	assorted school supplies, flair markers and books
9/14/2016	Burnsville Lions Club	Gideon Pond Elementary	Student use	Dictionaries for third grade students
4/27/2016	Marilyn Johnson	Sioux Trail Elementary	Equipment for special education DCD program in loving memory of Tyreal	Up/down chair R82 Panda futura, Transfer board, Rifton Rustler Adaptive Tricycle, Shower/toileting chair - Rifton Blue Wave, Stander – Rifton Supine Board E40 small, 4 packages of 16 medium Prevail briefs, 1 package of 24 medium Attends breathable briefs, 1 package of 24 small Attends breathable briefs, 1 package of 20 youth small Attends super plus underwear and 12 packages of 15 large Prevail disposable underpads
6/7/2016	Marilyn Johnson	Sioux Trail Elementary	Equipment for special education DCD program in loving memory of Tyreal	Ablenet I-talk-too double jellybean button red and yellow - recordable, Ablenet blue step-by-step Communicator, 75 jellybean button - records, Ablenet red switch for computer, Talking Symbols Notepads, Battery Device Adapters, Plastic Gloves in bag, PowerLink 3, marker holders, 2 texture balls, and a bin of 65 teeny beany babies

Total monetary contributions to accept: **\$11,753.70**



**Agenda II.B.4.
October 13, 2016**

To: Board of Education
From: Dr. Joe Gothard, superintendent
Date: October 6, 2016
Re: Approve second reading of policy

Recommendation: Approve, on a second reading basis, Board Policy 901: *Community Education* (rescind KMB).

The policies were reviewed by administrators and the Policy Review Committee. The policies are attached for your review.

Each Student Real-World Ready!

Adopted: 12/17/2015
Reviewed: 12/03/2015, 9/29/2016
Revised: 10/13/2016
Rescinds: KMB

Burnsville-Eagan-Savage School District Policy 901

901 COMMUNITY EDUCATION

I. PURPOSE

The purpose of this policy is to convey to employees and to the general public the important role of community education within the school district.

II. GENERAL STATEMENT OF POLICY

The school board affirms a strong commitment to the community education program. The school board welcomes, and strongly encourages use of school buildings and activity areas by the community when not used for regularly scheduled elementary and secondary programs. The school administration should strive to accomplish the following objectives:

- A. Maximum use should be made of public school facilities within the school district service area.
- B. Educational needs and interest of area residents should be determined periodically.
- C. Community resources and expertise of residents should be utilized to develop a vibrant, well-rounded community education program.
- D. Area residents should be encouraged to actively participate in program opportunities.
- E. So that senior citizens can more easily take part in school events, the Community Education Department will issue, on request, free passes for senior citizens to attend regularly scheduled home athletic contests (not including play off events) and senior preview school sponsored plays and concerts.

III. COMMUNITY EDUCATION ADVISORY COUNCIL

- A. The community education advisory council shall assist in promoting the goals and objectives of the program.
- B. The membership of the community education advisory will consist of members who represent: various service organizations; churches; public and nonpublic schools; local government including elected officials; public and private nonprofit agencies serving youth and families; parents; youth; park, recreation or forestry

services of municipal or local government units located in whole or in part within the boundaries of the school district; and any other groups participating in the community education program in the school district.

- C. Bylaws of the community education advisory council shall provide the framework for the organization including criteria pertaining to membership, officers' duties, frequency and structure of meetings and such other matters as deemed necessary and appropriate.
- D. The community education advisory council will adopt a policy to reduce and eliminate program duplication within the school district.

Legal References: Minn. Stat. § 123B.51 (Schoolhouses and Sites; Access for Noncurricular Purposes)
Minn. Stat. § 124D.19, Subd. 1 (Community Education Programs; Advisory Council)
Minn. Stat. § 124D.20, Subd. 1 (Community Education Revenue)

Cross References: Burnsville-Eagan-Savage School District Policy 902 (Use of School District Facilities and Equipment)

Descriptor Term: **Senior Citizen Passes**
Descriptor Code: **KMB**
Issued Date: **2/91**
Reviewed Date:
Revised Date: **1/05**
Rescinds: **DFA**

The Community Education Department is authorized to issue free passes for senior citizens to attend all regularly scheduled home athletic contests as well as all school sponsored plays and concerts.



**Agenda II.B.5.
October 13, 2016**

To: Board of Education
From: Dr. Joe Gothard, superintendent
Date: October 6, 2016
Re: Approve second reading of policy

Recommendation: Approve, on a second reading basis, Board Policy 721: *Uniform Grant Guidance Policy Regarding Federal Revenue Sources*.

The policy was reviewed by administrators and the Policy Review Committee. The policy is attached for your review.

Each Student Real-World Ready!

Adopted: 10/13/2016
Reviewed: 9/29/2016
Revised:
Rescinds:

Burnsville-Eagan-Savage School District Policy 721

721 UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE SOURCES

[Note: School districts are required by the federal Uniform Grant Guidance regulations, 2 C.F.R. Part 200, to have the policies which establish uniform administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities including school districts. The United States Office of Management and Budget published the final regulations December 26, 2013. The Uniform Grant Guidance is effective for new and continuation federal grant awards issued on or after December 26, 2014. The regulations do not affect grant funds awarded prior to December 26, 2014, unless funds made available under those grants are carried forward into a new federal fiscal year or a continuation grant. 2 C.F.R. § 200.110.]

I. PURPOSE

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district.

II. DEFINITIONS

A. Grants

1. “State-administered grants” are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).
2. “Direct grants” are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

[Note: All of the requirements outlined in this policy apply to both direct grants and state-administered grants.]

- B. “Non-federal entity” means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

- C. “Federal award” has the meaning, depending on the context, in either paragraph 1. or 2. of this definition:
1. a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 C.F.R. § 200.101 (Applicability); or
 - b. The cost-reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 C.F.R. § 200.101 (Applicability).
2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 C.F.R. § 200.40 (Federal Financial Assistance), or the cost-reimbursement contract awarded under the federal Acquisition Regulations.
3. “Federal award” does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.
- D. “Contract” means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 C.F.R. Part 200, does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.
- E. Procurement Methods
1. “Procurement by micro-purchase” is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (generally \$3,000, except as otherwise discussed in 48 C.F.R. Subpart 2.1 or as periodically adjusted for inflation).
 2. “Procurement by small purchase procedures” are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$150,000 (periodically adjusted for inflation).
 3. “Procurement by sealed bids (formal advertising)” is a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
 4. “Procurement by competitive proposals” is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-

reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.

5. "Procurement by noncompetitive proposals" is procurement through solicitation of a proposal from only one source.
- F. "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.
- G. "Compensation for personal services" includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 C.F.R. § 200.431 (Compensation - Fringe Benefits).
- H. "Post-retirement health plans" refer to costs of health insurance or health services not included in a pension plan covered by 2 C.F.R. § 200.431(g) for retirees and their spouses, dependents, and survivors.
- I. "Severance pay" is a payment in addition to regular salaries and wages by the non-federal entities to workers whose employment is being terminated.
- J. "Direct costs" are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.
- K. "Relocation costs" are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.
- L. "Travel costs" are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

III. CONFLICT OF INTEREST

- A. Employee Conflict of Interest. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, and agents of the school district may neither solicit nor

accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, or agents of the school district.

- B. Organizational Conflicts of Interest. The school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization because of relationships with a parent company, affiliate, or subsidiary organization.
- C. Disclosing Conflicts of Interest. The school district must disclose in writing any potential conflict of interest to MDE in accordance with applicable federal awarding agency policy.

IV. ACCEPTABLE METHODS OF PROCUREMENT

- A. General Procurement Standards. The school district must use its own documented procurement procedures which reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.
- B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.
- D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.
- F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims.

These standards do not relieve the school district of any contractual responsibilities under its contracts.

- G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- H. Methods of Procurement. The school district must use one of the following methods of procurement:
1. Procurement by micro-purchases. To the extent practicable, the school district must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the school district considers the price to be reasonable.
 2. Procurement by small purchase procedures. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
 3. Procurement by sealed bids (formal advertising).
 4. Procurement by competitive proposals. If this method is used, the following requirements apply:
 - a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - b. Proposals must be solicited from an adequate number of qualified sources;
 - c. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
 - d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - e. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to

purchase other types of services, though A/E firms are a potential source to perform the proposed effort.

5. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals may be used only when one or more of the following circumstances apply:
 - a. The item is available only from a single source;
 - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - c. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or
 - d. After solicitation of a number of sources, competition is determined inadequate.

- I. Competition. The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- J. The school district must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the school district must not preclude potential bidders from qualifying during the solicitation period.
- K. Non-federal entities are prohibited from contracting with or making subawards under “covered transactions” to parties that are suspended or debarred or whose principals are suspended or debarred. “Covered transactions” include procurement contracts for goods and services awarded under a grant or cooperative agreement

that are expected to equal or exceed \$25,000.

- L. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 C.F.R. § 180.215.

V. MANAGING EQUIPMENT AND SAFEGUARDING ASSETS

- A. Property Standards. The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 C.F.R. §§ 200.311, 200.314, and 200.315.

- B. Equipment

Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. Adequate maintenance procedures must be developed to keep property in good condition.
5. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

VI. FINANCIAL MANAGEMENT REQUIREMENTS

- A. Financial Management. The school district’s financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award.
- B. Payment. The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control.

Advance payments to a school district must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.

- C. Internal Controls. The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government,” issued by the Comptroller General of the United States, or the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The school district must comply with federal statutes, regulations, and the terms and conditions of the federal award.

The school district must also evaluate and monitor the school district’s compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must also take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

VII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

- A. Allowable Use of Funds. The school district administration and board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.
- B. Definitions
1. “Allowable cost” means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.
 2. “Education Department General Administrative Regulations (EDGAR)” means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements). EDGAR can be accessed at: <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.
 3. “Omni Circular” or “2 C.F.R. Part 200s” or “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” means federal cost principles that provide standards for determining whether costs may be charged to federal grants.
 4. “Advance payment” means a payment that a federal awarding agency or passthrough entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-federal entity disburses the funds for program purposes.
- C. Allowable Costs. The following items are costs that may be allowable under the 2 C.F.R. Part 200s under specific conditions:
1. Advisory councils;
 2. Audit costs and related services;
 3. Bonding costs;
 4. Communication costs;
 5. Compensation for personal services;
 6. Depreciation and use allowances;

7. Employee morale, health, and welfare costs;
8. Equipment and other capital expenditures;
9. Gains and losses on disposition of depreciable property and other capital assets and substantial relocation of federal programs;
10. Insurance and indemnification;
11. Maintenance, operations, and repairs;
12. Materials and supplies costs;
13. Meetings and conferences;
14. Memberships, subscriptions, and professional activity costs;
15. Security costs;
16. Professional service costs;
17. Proposal costs;
18. Publication and printing costs;
19. Rearrangement and alteration costs;
20. Rental costs of building and equipment;
21. Training costs; and
22. Travel costs.

D. Costs Forbidden by Federal Law. 2 CFR Part 200s and EDGAR identify certain costs that may never be paid with federal funds. The following list provides examples of such costs. If a cost is on this list, it may not be supported with federal funds. The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 CFR Part 200s; thus, the following list is not exhaustive:

1. Advertising and public relations costs (with limited exceptions), including promotional items and memorabilia, models, gifts, and souvenirs;
2. Alcoholic beverages;
3. Bad debts;
4. Contingency provisions (with limited exceptions);

5. Fundraising and investment management costs (with limited exceptions);
6. Donations;
7. Contributions;
8. Entertainment (amusement, diversion, and social activities and any associated costs);
9. Fines and penalties;
10. General government expenses (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));
11. Goods or services for personal use;
12. Interest, except interest specifically stated in 2 C.F.R. § 200.441 as allowable;
13. Religious use;
14. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);
15. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and
16. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.
2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.
3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In those cases, costs must be consistent with the purposes of the program in

order to be allowable.

F. Federal Cost Principles

1. The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes five core principles that serve as an important guide for effective grant management. These core principles require all costs to be:
 - a. Necessary for the proper and efficient performance or administration of the program.
 - b. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.
 - c. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.
 - d. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.
 - e. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

G. Program Specific Fiscal Rules. The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.
2. Many state-administered programs require local education agencies (LEAs) to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the

“supplement, not supplant” provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).

3. Auditors generally presume supplanting has occurred in three situations:
 - a. School district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.
 - b. School district uses federal funds to provide services that the school district provided with state or local funds in the prior year.
 - c. School district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.
4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.
2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district's grants.

I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.
2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.

- J. Employee Sanctions. Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

VIII. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

A. Compensation – Personal Services

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:

1. Is reasonable for the services rendered and conforms to the established written policy of the school district consistently applied to both federal and non-federal activities; and
2. Follows an appointment made in accordance with a school district's written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, a school district must follow its written non-federal, entitywide policies and practices concerning the permissible extent of professional services that can be provided outside the school district for non-organizational compensation.

B. Compensation – Fringe Benefits

1. During leave.

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- a. They are provided under established written leave policies;
 - b. The costs are equitably allocated to all related activities, including federal awards; and
 - c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.
2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 C.F.R. § 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting

practices.

3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.
 4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the written policies of the school district.
 5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the school district.
 6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.
- C. Insurance and Indemnification. Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.
- D. Recruiting Costs. Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:
1. Critical and necessary for the conduct of the project;
 2. Allowable under the cost principles set forth in the Uniform Grant Guidance;
 3. Consistent with the school district's cost accounting practices and school district policy; and
 4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.
- E. Relocation Costs of Employees. Relocation costs are allowable, subject to the limitations described below, provided that reimbursement to the employee is in accordance with the school district's reimbursement policy.
- F. Travel Costs. Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the school district's non-federally funded activities and in

accordance with the school district's reimbursement policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school district in its regular operations according to the school district's written reimbursement and/or travel policies.

In addition, when costs are charged directly to the federal award, documentation must justify the following:

1. Participation of the individual is necessary to the federal award; and
2. The costs are reasonable and consistent with the school district's established travel policy.

Temporary dependent care costs above and beyond regular dependent care that directly results from travel to conferences is allowable provided the costs are:

1. A direct result of the individual's travel for the federal award;
2. Consistent with the school district's documented travel policy for all school district travel; and
3. Only temporary during the travel period.

[Note: Noncompliance. If a school district fails to comply with federal statutes, regulations, or the terms and conditions of a federal award, the DOE or MDE may impose additional conditions, as described in 2 C.F.R. § 200.207 (Specific Conditions). If the DOE or MDE determines that noncompliance cannot be remedied by imposing additional conditions, the DOE or MDE may take one or more of the following actions, as appropriate under the circumstances: 1) Temporarily withhold cash payments pending correction of the deficiency by the school district or more severe enforcement action by the DOE or MDE; 2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; 3) Wholly or partly suspend or terminate the federal award; 4) Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and DOE regulations (or, in the case of MDE, recommend such a proceeding be initiated by the DOE); 5) Withhold further federal awards for the project or program; and/or 6) Take other remedies that may be legally available.]

Legal References: 2 C.F.R. § 200.12 (Capital Assets)
2 C.F.R. § 200.112 (Conflict of Interest)
2 C.F.R. § 200.113 (Mandatory Disclosures)
2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Risk Posed by Applicants)
2 C.F.R. § 200.212 (Suspension and Debarment)

2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
 2 C.F.R. § 200.302 (Financial Management)
 2 C.F.R. § 200.303 (Internal Controls)
 2 C.F.R. § 200.305(b)(1) (Payment)
 2 C.F.R. § 200.310 (Insurance Coverage)
 2 C.F.R. § 200.311 (Real Property)
 2 C.F.R. § 200.313(d) (Equipment)
 2 C.F.R. § 200.314 (Supplies)
 2 C.F.R. § 200.315 (Intangible Property)
 2 C.F.R. § 200.318 (General Procurement Standards)
 2 C.F.R. § 200.319(c) (Competition)
 2 C.F.R. § 200.320 (Methods of Procurement to be Followed)
 2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses,
 Women’s Business Enterprises, and Labor Surplus Area Firms)
 2 C.F.R. § 200.328 (Monitoring and Reporting Program Performance)
 2 C.F.R. § 200.338 (Remedies for Noncompliance)
 2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
 2 C.F.R. § 200.430 (Compensation – Personal Services)
 2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
 2 C.F.R. § 200.447 (Insurance and Indemnification)
 2 C.F.R. § 200.463 (Recruiting Costs)
 2 C.F.R. § 200.464 (Relocation Costs of Employees)
 2 C.F.R. § 200.473 (Transportation Costs)
 2 C.F.R. § 200.474 (Travel Costs)

Cross References: Burnsville-Eagan-Savage School District Policy 208 (Development,
 Adoption, and Implementation of Policies)
 Burnsville-Eagan-Savage School District Policy 210 (Conflict of Interest –
 School Board Members)
 Burnsville-Eagan-Savage School District Policy 210.1 (Conflict of Interest
 – Charter School Board Members)
 Burnsville-Eagan-Savage School District Policy 412 (Expense
 Reimbursement)
 Burnsville-Eagan-Savage School District Policy 701 (Establishment and
 Adoption of School District Budget)
 Burnsville-Eagan-Savage School District Policy 701.1 (Modification of
 School District Budget)
 Burnsville-Eagan-Savage School District Policy 702 (Accounting)
 Burnsville-Eagan-Savage School District Policy 703 (Annual Audit)



**Agenda II.B.6.
October 13, 2016**

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

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

Date: October 13, 2016

Re: Change Orders #171, #192, #195, #196 and #197 for the 2015 Additions and Alterations to Burnsville High School

RECOMMENDATION: That the Board of Education approve change orders #171, #192, #195, #196 and #197 for the 2015 Additions and Alterations to Burnsville High School.

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

Change order #171 for contract #2200 (El-Jay Plumbing & Heating, Inc.) is a reduction of (\$3,629.00). Items on this change order include the rerouting of chilled water piping in the West addition and a back charge to El-Jay for needed patching and taping around boxes that were cut into sheet rock walls are reasons for the reductions in this contract.

Change order #171 for contract #2200 (El-Jay Plumbing & Heating, Inc.) is in the amount of \$33,577.00. Items on this change order include plumbing modifications in the existing chiller room, relocating a vent pipe in the keyboard lab, adding a 2 inch water feed to the chiller cooling tower that was not on the plans and additional glycol to fill the underground piping. Also on this change order is a reduction in the amount of (\$4,613.00) as a back charge for patching in various rooms where plumbing penetrated the walls. These are the reasons for the change in this contract.

Change order #195 for contract #0420 (Crosstown Masonry, Inc.) is in the amount of \$30,751.00. Items on this change order include a concrete masonry wall infill



above a steel beam due to roof modifications in the West addition, an addition of a 2 hour fire rated wall in the West addition, additional 4 foot of wall added to the storage building in the stadium, patching around plumbing penetrations which was backed charged to El-Jay plumbing and overtime in the activity center to keep pace with schedule are the reasons for the change in this contract.

Change order #196 for contract #2202 (Klamm Mechanical Contractors, Inc.) is in the amount of \$1,914.00. An investigation of a water leak in the tunnel area coming from the sewage injectors out of the existing locker rooms is the reason for the change in this contract.

Change order #197 for contract #0930 (Multiple Concept Interiors) Is in the amount of \$680.00. Additional porcelain tile work to a concealed steel beam in the activity center is the reason for the change in this contract

To date total change orders in amount of \$1,742,919.00 to the 45 original contract amounts of \$37,734,946.00 brings the total contracts with change orders to \$39,477,864.54. This represents change orders of 4.62% of original bid amounts.

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

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

SEP 09 2016

SEP 22 2016

(Instructions on reverse side)

OWNER X
 CONSTRUCTION MANAGER X
 ARCHITECT X
 CONTRACTOR X
 FIELD
 OTHER

PCO # 171

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

TO CONTRACTOR:
 (Name and address) EL-JAY PLUMBING & HEATING, INC.
 520 APOLLO AVENUE NE
 ST. CLOUD, MINNESOTA 56304

CHANGE ORDER NO.: 2200.006
 INITIATION DATE: 07/11/16
 PROJECT NOS.: 301504.01
 CONTRACT FOR: Contract #2200
 Plumbing & Heating
 CONTRACT DATE: 10/22/2015

The Contract is changed as follows:

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

RECEIVED

SEP 16 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

The original (Contract Sum) (Guaranteed Maximum Price)	\$	3,269,000.00
Net change by previously authorized Change Orders	\$	72,137.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	3,341,137.00
The (Contract Sum) (Guaranteed Maximum Price) will be increased (decreased) (increased) by this Change Order	\$	(3,629.00)
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	3,337,508.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

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

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS
 BY *[Signature]* DATE 9/15/16

EL-JAY PLUMBING & HEATING, INC.
 520 Apollo Avenue NE, St. Cloud, MN 56304
 ADDRESS
 BY *[Signature]* DATE 9/16/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCH.
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS
 BY *[Signature]* DATE 9/21/16

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



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Change Order

Burnsville High School

Project # 30150401

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

Date: 7/11/2016

Contractor:

El-Jay Plumbing & Heating, Inc.
520 Apollo Avenue
St. Cloud, MN 56304

Architect's Project No:

Contract Date:

Contract Number: 2200

Change Order Number: 006

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-100	001	Change in piping per PR 100.	-2,949
RCO-128	005	Patch and tape around boxes cut in by El-Jay. Back charge to El Jay.	-680

The original Contract (s) Value was.....	3,269,000
Sum of changes by prior Change Orders.....	72,137
The Contract Value prior to this Change Order was.....	3,341,137
The Contract Value will be changed by this Change Order in the amount of.....	-3,629
The new Contract Value including this Change Order will be.....	3,337,508
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa **AUG 31 2016**

SEP 28 2016

(Instructions on reverse side)

OWNER

CONSTRUCTION MANAGER

ARCHITECT

CONTRACTOR

FIELD

OTHER

PCO # 192

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

TO CONTRACTOR:
 (Name and address) EL-JAY PLUMBING & HEATING, INC.
 520 APOLLO AVENUE NE
 ST. CLOUD, MINNESOTA 56304

CHANGE ORDER NO.: 2200.007

INITIATION DATE: 08/19/16

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #2200
 Plumbing & Heating

CONTRACT DATE: 10/22/2015

The Contract is changed as follows:

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

RECEIVED

SEP 26 2016

ARMSTRONG, TORSETH

SKOLD & RYDEEN, INC.

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

The original (Contract Sum) (Guaranteed Maximum Price)	\$	3,269,000.00
Net change by previously authorized Change Orders	\$	68,508.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	3,337,508.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	33,577.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	3,371,085.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

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

WENCK CONSTRUCTION INC.

CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427

ADDRESS *Todd Sherr*
 BY *Todd Sherr* DATE *9/22/16*

EL-JAY PLUMBING & HEATING, INC.

CONTRACTOR
 520 Apollo Avenue NE, St. Cloud, MN 56304

ADDRESS *Jim W*
 BY *Jim W* DATE *8-25-2016*

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCH.

ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427

ADDRESS *W J J*
 BY *W J J* DATE *9/26/16*

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

OWNER
 100 River Ridge Court, Burnsville, MN 55337

ADDRESS
 BY DATE



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Change Order

Burnsville High School

Project # 30150401

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

Date: 8/19/2016

Contractor:

El-Jay Plumbing & Heating, Inc.
520 Apollo Avenue
St. Cloud, MN 56304

Architect's Project No:

Contract Date:

Contract Number: 2200

Change Order Number: 007

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-107	001	Chiller room plumbing modifications per PR 107.	6,939
RCO-143	003	Patching plumbing infills at rooms 6-121, 6-124, 6-111, 6-113, and 6-107. Back charge to El Jay	-4,613
RCO-167	001	Relocated vent piping in Area 7 keyboard lab per Gary grenzer.	796
RCO-167	002	2" water feed to chiller cooling tower that was not shown on the plans.	4,851
RCO-167	003	Additional glycol to fill underground piping done in BP3.	25,604

The original Contract (s) Value was.....	3,269,000
Sum of changes by prior Change Orders.....	68,508
The Contract Value prior to this Change Order was.....	3,337,508
The Contract Value will be changed by this Change Order in the amount of.....	33,577
The new Contract Value including this Change Order will be.....	3,371,085
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa SEP 12 2016

SEP 22 2016

(Instructions on reverse side)

OWNER	<input checked="" type="checkbox"/>	PCO # 195
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>	
ARCHITECT	<input checked="" type="checkbox"/>	
CONTRACTOR	<input checked="" type="checkbox"/>	
FIELD	<input type="checkbox"/>	
OTHER	<input type="checkbox"/>	

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

TO CONTRACTOR:
 (Name and address) CROSTOWN MASONRY, INC.
 1322 159TH AVENUE NE
 HAM LAKE, MINNESOTA 55304

CHANGE ORDER NO.: 0420.007

INITIATION DATE: 09/01/16

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #0420
Masonry

CONTRACT DATE: 8/13/2015

The Contract is changed as follows:

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

RECEIVED

SEP 16 2016

ARMSTRONG, TORSETH

SKOLD & RYDEEN, INC.

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

The original (Contract Sum) (XXXXXXXXXXXXXXXXXXXX)	\$	1,240,000.00
Net change by previously authorized Change Orders	\$	55,309.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	1,295,309.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	30,751.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	1,326,060.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

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

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS
 BY *Loel Green* DATE 9/13/16
 CROSTOWN MASONRY, INC.

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS
 BY *[Signature]* DATE 9/21/16
 BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

CONTRACTOR
 1322 159th Avenue NE, Ham Lake, MN 55304
 ADDRESS
 BY *Sammy Brewster* DATE 9/18/17

OWNER
 100 River Ridge Court, Burnsville, MN 55337
 ADDRESS
 BY _____ DATE _____



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Change Order

Burnsville High School

Project # 30150401

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

Date: 9/1/2016

Contractor:
 Crosstown Masonry, Inc.
 1322 159th Avenue NE
 Ham Lake, MN 55304

Architect's Project No:
Contract Date:
Contract Number: 0420
Change Order Number: 007

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-062	001	CMU infill above steel beam per PR 62.	2,442
PR-095	002	Add 2 hour brick/block wall extension with rebar, mortar and core fill per PR 095.	6,802
PR-122	001	Traded the deletion of CMU in PR 118 for the additional grouting in PR 122.	0
PR-128	001	Masonry for additional 4' of wall added per PR 128.	13,306
RCO-143	001	Infill two openings with CMU per RFI #481.	801
RCO-143	002	Patching plumbing infills at rooms 6-121, 6-124, 6-111, 6-113, and 6-107. Back charge to El Jay	4,613
RCO-146	001	Masonry overtime in Area 8.	2,787

The original Contract (s) Value was.....	1,240,000
Sum of changes by prior Change Orders.....	55,309
The Contract Value prior to this Change Order was.....	1,295,309
The Contract Value will be changed by this Change Order in the amount of.....	30,751
The new Contract Value including this Change Order will be.....	1,326,060
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa SEP 12 2016

OWNER	<input checked="" type="checkbox"/>	PCO #	196
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>		
ARCHITECT	<input checked="" type="checkbox"/>		
CONTRACTOR	<input checked="" type="checkbox"/>		
FIELD	<input type="checkbox"/>		
OTHER	<input type="checkbox"/>		

(Instructions on reverse side)

SEP 22 2016

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

CHANGE ORDER NO.: 2202.008
 INITIATION DATE: 09/01/16
 PROJECT NOS.: 301504.01
 CONTRACT FOR: Contract #2202
 Underground Mechanical
 CONTRACT DATE: 8/13/2015

TO CONTRACTOR: KLAMM MECHANICAL CONTRACTORS, INC.
 (Name and address) 12409 COUNTY ROAD 11
 BURNSVILLE, MINNESOTA 55337

The Contract is changed as follows:

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

RECEIVED

SEP 16 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

The original (Contract Sum) (XXXXXXXXXXXXXXXXXXXX)	\$	872,000.00
Net change by previously authorized Change Orders	\$	43,943.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	915,943.00
The (Contract Sum) (XXXXXXXXXXXXXXXXXXXX) will be (increased) (decreased) (unchanged) by this Change Order	\$	1,914.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	917,857.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		

unchanged.

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

WENCK CONSTRUCTION INC.

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCH.

CONSTRUCTION MANAGER
7500 Olson Memorial Hwy, Golden Valley, MN 55427

ARCHITECT
8501 Golden Valley Road, Ste. 300, Mpls., MN 55427

ADDRESS *[Signature]*
BY *[Signature]* DATE 9/13/16

ADDRESS *[Signature]*
BY *[Signature]* DATE 9/21/16

KLAMM MECHANICAL CONTRACTORS, INC.

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

CONTRACTOR
12409 County Road 11, Burnsville, MN 55337

OWNER
100 River Ridge Court, Burnsville, MN 55337

ADDRESS *[Signature]*
BY *[Signature]* DATE 9/16/16

ADDRESS
BY
DATE



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Change Order

Burnsville High School

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

Date: 9/1/2016

Contractor:
 Klamm Mechanical Contractors, Inc.
 12409 County Road 11
 Burnsville, MN 55337

Architect's Project No:
Contract Date:
Contract Number: 2202
Change Order Number: 008

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
RCO-159	001	Investigation of sewage ejector per Gary Grenzer/	1,914

The original Contract (s) Value was.....	872,000
Sum of changes by prior Change Orders.....	43,943
The Contract Value prior to this Change Order was.....	915,943
The Contract Value will be changed by this Change Order in the amount of.....	1,914
The new Contract Value including this Change Order will be.....	917,857
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa **SEP 16 2016**
SEP 28 2016

OWNER PCO # 197
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

(Instructions on reverse side)

PROJECT: 2015 ADDITIONS & ALTERATIONS TO BURNSVILLE HIGH SCHOOL BP #4
 600 EAST HIGHWAY 13 BURNSVILLE, MINNESOTA 55337
 TO CONTRACTOR: MCI INC D/B/A MULTIPLE CONCEPTS INTERIORS
 26 1ST AVENUE NORTH WAITE PARK, MINNESOTA 50387

CHANGE ORDER NO.: 0930.003
 INITIATION DATE: 09/08/16
 PROJECT NOS.: 301504.01
 CONTRACT FOR: Contract #0930
 Tile
 CONTRACT DATE: 11/5/2015

The Contract is changed as follows:

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

RECEIVED

SEP 23 2016

ARMSTRONG, TORSETH
 SKOLD & RYDEEN, INC.

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

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	1,324,000.00
Net change by previously authorized Change Orders	\$	(43,405.00)
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	1,280,595.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	680.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	1,281,275.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

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

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS
 BY *[Signature]* DATE 9/19/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS
 BY *[Signature]* DATE 9/26/16

MCI INC D/B/A MULTIPLE CONCEPTS INTERIORS
 CONTRACTOR
 26 1st Avenue North, Waite Park, MN 56387
 ADDRESS
 BY *[Signature]* DATE 9/15/16

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



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Change Order

Burnsville High School

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

Date: 9/8/2016
Contractor:
 MCI, Inc.
 26 1st Avenue North
 Waite Park, MN 56387

Architect's Project No:
Contract Date:
Contract Number: 0930
Change Order Number: 003

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-112	002	Add tile and trim to top and bottom of furred out beam per PR 112.	680

The original Contract (s) Value was.....	1,324,000
Sum of changes by prior Change Orders.....	-43,405
The Contract Value prior to this Change Order was.....	1,280,595
The Contract Value will be changed by this Change Order in the amount of.....	680
The new Contract Value including this Change Order will be.....	1,281,275
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

BHS Budget Report with Change Orders

Information	Company	Wenck Estimates	Awarded Bid	Change Orders To Date	Percent of Change	Numer of Change Orders	Contract Amount With Change Orders	Percent of Completion
Bid Pack #1								
Contract #0600 General Construction Shop Annex	Ebert Construction	\$919,600.00	\$671,900.00	\$95,682.00	14.24%	18	\$767,582.00	100.00%
Contract #2300 Mechanical	Klamm Mechanical	\$647,800.00	\$900,000.00	\$47,621.00	5.29%	9	\$947,621.00	95.00%
Contract #2600 Electrical	Peoples Electric	\$293,600.00	\$566,500.00	\$90,391.00	15.96%	16	\$656,891.00	95.00%
Contract #3110 Site Demolition and Improvements	Max Steining Inc.	\$775,285.10	\$530,000.00	\$339,467.00	64.05%	8	\$869,467.00	93.09%
Contract #3300 Site Utility Relocation	Veit & Co.	\$243,170.00	\$410,000.00	\$115,109.00	28.08%	5	\$525,109.00	95.00%
Contract #0240 Building Demolition	Veit & Co.	\$366,047.14	\$71,039.00	\$30,496.00	42.93%	5	\$101,535.00	100.00%
		<u>\$3,245,502.24</u>	<u>\$3,149,439.00</u>	<u>\$718,766.00</u>			<u>\$3,868,205.00</u>	
Bid Pack #2								
Contract #0345 Precast Concrete Wall Panels	Wells Concrete	\$2,403,594.00	\$2,615,000.00	(\$102,886.00)	-3.93%	4	\$2,512,114.00	93.79%
		<u>\$2,403,594.00</u>	<u>\$2,615,000.00</u>	<u>(\$102,886.00)</u>			<u>\$2,512,114.00</u>	
Bid Pack #3								
Contract #0420 Masonry	Crosstown Masonry Incorporated	\$1,305,616.00	\$1,240,000.00	\$86,060.00	6.94%	7	\$1,326,060.00	92.80%
Contract #3301 Site Utilities	Metro Utilities, Inc.	\$181,880.00	\$288,750.00	\$17,358.00	6.01%	5	\$306,108.00	95.00%
Contract #3290 Landscaping/Irrigation Systems	Urban Companies, LLC	\$305,275.00	\$240,069.00	\$18,984.00	7.91%	4	\$259,053.00	46.60%
Contract #3210 Asphalt Paving/Curbs	Midwest Asphalt Corporation	\$1,244,655.00	\$921,900.00	(\$548.00)	-0.06%	4	\$921,352.00	56.56%
Contract #3100 Earthwork/Site Demolition	Max Steining Inc.	\$1,179,458.00	\$1,071,000.00	\$106,092.00	9.91%	8	\$1,177,092.00	91.87%
Contract #2202 Mechanical	Klamm Mechanical	\$551,250.00	\$872,000.00	\$45,857.00	5.26%	8	\$917,857.00	94.01%
Contract #0510 Structural Steel Erection	Red Cedar Steel Erectors, Inc.	\$599,057.00	\$582,300.00	\$14,680.00	2.52%	5	\$596,980.00	95.12%
Contract #0340 Structural Precast Concrete	Wells Concrete	\$1,013,719.00	\$933,340.00	(\$6,457.00)	-0.69%	2	\$926,883.00	95.66%
Contract #0330 Cast-In-Place Concrete	Northland Concrete & Masonry, LLC	\$2,739,043.00	\$2,617,189.00	\$252,431.00	9.65%	13	\$2,869,620.00	92.87%
Contract #0241 Building Demolition	Lloyd's Construction Services Inc.	\$146,221.00	\$285,155.00	\$38,470.00	13.49%	3	\$323,625.00	95.00%
Contract #0512 Structural Steel Supply	American Structural Metals, Inc.	\$788,856.00	\$898,900.00	(\$21,272.00)	-2.37%	5	\$877,628.00	95.08%

Information	Company	Wenck Estimates	Awarded Bid	Change Orders To Date	Percent of Change	Numer of Change Orders	Contract Amount With Change Orders	Percent of Completion
		<u>\$10,055,030.00</u>	<u>\$9,950,603.00</u>	<u>\$551,655.00</u>	<u>\$10,502,258.00</u>			
Bid Pack #4								
Contract #0790 Caulking/Firestopping/Traffic Coatings	The Caulkers Company, Inc.	\$96,495.00	\$86,900.00	\$0.00	0.00%	0	\$86,900.00	89.53%
Contract #0335 Polished Concrete Floors	Questmark Flooring	\$33,633.60	\$15,969.00	\$0.00	0.00%	0	\$15,969.00	0.00%
Contract #0511 Miscellaneous Metals - Erection	Red Cedar Steel Erectors, Inc.	\$58,387.35	\$126,500.00	\$0.00	0.00%	0	\$126,500.00	87.87%
Contract #0550 Miscellaneous Metals Fabrication- Supply	American Structural Metals, Inc.	\$411,285.00	\$802,450.00	\$3,725.00	0.46%	1	\$806,175.00	85.10%
Contract #0990 Painting	Fransen Decorating, Inc.	\$401,378.25	\$230,305.00	(\$11,500.00)	-4.99%	1	\$218,805.00	83.04%
Owner Direct - Architectural Purchase	Haldeman-Homme Inc.	\$1,636,582.50	\$1,084,781.00	(\$16,705.00)	-1.54%	9	\$1,068,076.00	56.55%
Contract #2601 Electrical/Communications/Security/Paging	Peoples Electric	\$3,736,950.00	\$3,558,650.00	\$213,264.00	5.99%	10	\$3,771,914.00	83.82%
Contract #2305 Testing and Balancing	Marcus Global, Inc.	\$71,299.20	\$67,800.00	\$0.00	0.00%	0	\$67,800.00	0.00%
Contract #2302 HVAC/Temperature Controls	Thelen Heating & Roofing, Inc.	\$3,479,700.00	\$2,751,800.00	\$63,939.00	2.32%	6	\$2,815,739.00	90.06%
Contract #2200 Plumbing and Heating	El-Jay Plumbing & Heating, Inc.	\$3,709,440.00	\$3,269,000.00	\$102,085.00	3.12%	7	\$3,371,085.00	87.99%
Contract #2100 Fire Protection	Total Fire Protection, Inc.	\$427,798.35	\$418,890.00	\$0.00	0.00%	0	\$418,890.00	90.91%
Contract #1440 Wheelchair Lift	DRN Enterprises, d.b.a Arrow Lift	\$15,750.00	\$26,989.00	\$0.00	0.00%	0	\$26,989.00	95.00%
Contract #1420 Elevators	ThyssenKrupp Elevator Americas	\$189,000.00	\$200,047.00	\$0.00	0.00%	0	\$200,047.00	88.36%
Contract #1140 Food Service Equipment	Advanced Contract Equipment and Design	\$15,750.00	\$18,380.54	\$7,966.00	43.34%	1	\$26,346.54	66.28%
Contract #0610 Selective Demolition/Carpentry	George F. Cook Construction Co.	\$1,521,190.65	\$1,443,000.00	\$61,494.00	4.26%	5	\$1,504,494.00	71.78%
Contract #1022 Folding Panel Partitions	W.L. Hall Company	\$61,425.00	\$52,904.00	\$0.00	0.00%	0	\$52,904.00	89.01%
Contract #0750 Roofing and Metal Panels	Palmer West Construction Company, Inc.	\$2,206,743.00	\$1,603,200.00	\$48,005.00	2.99%	4	\$1,651,205.00	93.50%
Contract #0966 Epoxy Terrazzo Flooring	Advance Terrazzo Flooring	\$612,417.75	\$508,000.00	\$25,096.00	4.94%	3	\$533,096.00	75.34%
Contract #0965 Resilient Flooring/Carpet	Floors by Becker, Inc.	\$368,131.05	\$431,132.00	\$2,521.00	0.58%	1	\$433,653.00	74.04%
Contract #0950 Acoustical Ceilings	Kirk Acoustics	\$383,939.85	\$300,280.00	\$3,406.00	1.13%	1	\$303,686.00	85.50%
Contract #0930 Tile	Multiple Concepts Interiors, Inc.	\$886,415.25	\$1,324,000.00	(\$42,725.00)	-3.23%	3	\$1,281,275.00	92.95%

Information	Company	Wenck Estimates	Awarded Bid	Change Orders To Date	Percent of Change	Numer of Change Orders	Contract Amount With Change Orders	Percent of Completion
Contract #0920 Drywall/Cold Formed Metal Framing/DEF	Commercial Drywall, Inc.	\$1,222,033.05	\$609,850.00	\$68,907.00	11.30%	6	\$678,757.00	93.31%
Contract #0840 Aluminum Entrances I Storefronts I Curta	Envision Glass, Inc.	\$1,668,936.15	\$1,276,534.00	\$15,202.00	1.19%	2	\$1,291,736.00	86.78%
Contract #0833 Coiling/Overhead Doors	Overhead Door of the Northland	\$76,125.00	\$73,689.00	\$0.00	0.00%	0	\$73,689.00	0.00%
Contract #0810 Doors/Frames/Hardware - Supply	Kendell Doors & Hardware, Inc.	\$445,068.75	\$409,848.00	\$30,704.00	7.49%	3	\$440,552.00	89.05%
Owner Direct - Chiller Plant Purchase	Train Co.	\$1,470,000.00	\$1,296,580.00	\$0.00	0.00%	0	\$1,296,580.00	88.47%
Contract #1044 Signage	(Lawrence) Walker Sign Holdings, Inc.	\$47,250.00	\$32,425.00	\$0.00	0.00%	0	\$32,425.00	25.21%
		<u>\$25,253,124.75</u>	<u>\$22,019,903.54</u>	<u>\$575,384.00</u>			<u>\$22,595,287.54</u>	
	Grand Totals	<u>\$40,957,250.99</u>	<u>\$37,734,945.54</u>	<u>\$1,742,919.00</u>	4.62%		<u>\$39,477,864.54</u>	
							<u>\$41,716,739.00</u>	

REVIEW AND COMMENT CONSTRUCTION BUDGET WITH ALTERNATIVE FACILITIES FUNDING

\$41,716,739.00



**Agenda II.B.7.
October 13, 2016**

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

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

Date: October 13, 2016

**Re: Change Order #04 for the 2016 Diamondhead Education Center and
Administrative Service Center Alterations**

RECOMMENDATION: That the Board of Education approve change order #04 for the 2016 Alterations to Diamondhead Education Center and Administrative Service Center.

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

Change order #04 for contract #0610 (George F. Cook Construction Co.) is in the amount of \$40,312.00. Items on this change order are the results of added work at both Diamondhead Education Center and River Ridge Education Center due to unforeseen conditions, code corrections and revisions to the scope of work.

To date total change orders in amount of \$124,045.00 to the 3 contract amounts of \$2,016,300.00 brings the total contracts with change orders to \$2,140,345.00. This represents change orders of 6.15% of original bid amounts.

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

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMA

OWNER	<input checked="" type="checkbox"/>	PCO#04
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>	
ARCHITECT	<input checked="" type="checkbox"/>	
CONTRACTOR	<input checked="" type="checkbox"/>	
FIELD	<input type="checkbox"/>	
OTHER	<input type="checkbox"/>	

(Instructions on reverse side)

PROJECT: DIAMONDHEAD & ADMIN. SVC. CNTR
 (Name and address) BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS
 200 W. BURNSVILLE PKWY
 BURNSVILLE, MN 55337

CHANGE ORDER NO.: 0610-02

INITIATION DATE: 09/13/2016

TO CONTRACTOR:
 (Name and address) GEORGE F. COOK CONSTRUCTION
 2300 NEVADA AVENUE NORTH, STE 200
 GOLDEN VALLEY, MN 55427

PROJECT NOS.: 301504.04

CONTRACT FOR: Contract #0610 General Constructio

CONTRACT DATE: 3/11/2016

The Contract is changed as follows:

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

RECEIVED

SEP 20 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

The original (Contract Sum) (Quantity Maximum Price) was	\$ 1,074,800.00
Net change by previously authorized Change Orders	\$ 63,878.00
The (Contract Sum) (Quantity Maximum Price) prior to this Change Order was	\$ 1,138,678.00
The (Contract Sum) (Quantity Maximum Price) will be (increased) (decreased , (unchanged)) by this Change Order	\$ 40,312.00
The new (Contract Sum) (Quantity Maximum Price) including this Change Order will be	\$ 1,178,990.00
The Contract Time will be (increased , (decreased), (unchanged)) by	Zero (- 0 -) days
The date of Substantial Completion as of the date of this Change Order therefore is	unchanged

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

WENCK CONSTRUCTION, INC.
 CONSTRUCTION MANAGER
 7500 OLSON MEMORIAL HWY, STE 300, GOLDEN VALLEY, MN 55427
 ADDRESS
 BY Mark Havelson DATE 9/20/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN
 ARCHITECTS
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS
 BY W J Jupp DATE 9/21/16

GEORGE F. COOK CONSTRUCTION
 CONTRACTOR
 2300 Nevada Avenue North, Ste 200 Golden Valley, MN 55427
 ADDRESS
 BY Lee A. Kosk DATE 9/19/16

BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS
 OWNER
 200 W. Burnsville Pkwy, Burnsville, MN 55337
 ADDRESS
 BY _____ DATE _____



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Subcontract Change Order

Detailed, Grouped by Each Number

Diamondhead & Administrative Service

Project # 30150404

Tel: Fax:

Date: 9/13/2016

To Subcontractor/Vendor:

George F. Cook Construction
2300 Nevada Avenue North Suite 200
Golden Valley, Minnesota 55427

Architect's Project No:

Contract Date:

Contract Number: 0610

Change Order Number: 002

The Contract is hereby revised by the following items:

ASC and DEC Change Order #002

PCO	Item #	Description	Amount
COR#007	001	Medicine Cabinets	460
COR#011	001	ASC Replace Two HM Doors	1,083
COR#012	001	ASC Bathroom Cement Backer Board	1,979
COR#013	001	DEC-Extend Furring in Boardroom	3,751
COR#014	001	Skim Coat at Vinyl Wall Covering	3,001
COR#015	001	Window Sill, Jamb, and Skim Wall	1,761
COR#016	001	ASC-Patch Walls for Owner Items	3,226
COR#018	001	Add Bench Seat	732
RFCOP#013	001	Exhaust Fan Roof Locations	6,378
RFCOP#014	001	Door Schedule & Storage Room	1,774
RFCOP#016	001	DEC-Ceiling Revision	512
RFCOP#017	001	New Door Hardware	8,295
RFCOP#018	001	DEC-Exterior Signage	571
RFCOP#010	001	Demo, carpet, vinyl base and cased opening	7,489
COR#020	001	Change Carpet to Foundation 218	-700

The original Contract Value was.....	1,074,800
Sum of changes by prior Subcontract Change Orders.....	63,878
The Contract Value prior to this Subcontract Change Order was.....	1,138,678
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	40,312
The new Contract Value including this Subcontract Change Order will be.....	1,178,990
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Subcontract Change Order is.....	

CONTRACTOR

Address

BY _____

SIGNATURE _____

DATE _____

George F. Cook Construction

SUBCONTRACTOR/VENDOR
2300 Nevada Avenue North Suite 200
Golden Valley, Minnesota 55427

Address

BY _____

SIGNATURE _____

DATE _____

DEC / Best Budget Report with Change Orders

Information	Company	Wenck Estimates	Awarded Bid	Change Orders To Date	Percent of Change	Numer of Change Orders	Contract Amount With Change Orders	Percent of Completion
Bid DEC,Best								
Contract #2600 Electrical	Gopher LLC.	\$543,100.00	\$570,000.00	\$19,855.00	3.48%	2	\$589,855.00	53.36%
Contract #2300 Mechanical	Northland Mechanical Contractors, Inc.	\$264,900.00	\$371,500.00	\$0.00	0.00%		\$371,500.00	83.70%
Contract #0610 Gen. construction	George F. Cook Construction Co.	\$990,019.00	\$1,074,800.00	\$104,190.00	9.69%	2	\$1,178,990.00	78.54%
		<u>\$1,798,019.00</u>	<u>\$2,016,300.00</u>	<u>\$124,045.00</u>			<u>\$2,140,345.00</u>	
	Grand Totals	<u>\$1,798,019.00</u>	<u>\$2,016,300.00</u>	<u>\$124,045.00</u>	6.15%		<u>\$2,140,345.00</u>	
				REVIEW AND COMMENT CONSTRUCTION BUDGET			<u>\$1,253,500.00</u>	



**Agenda II.B.8.
October 13, 2016**

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

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

Date: October 13, 2016

Re: Change Order #011 for the 2016 Additions and Alterations to Metcalf Middle School, William Byrne Elementary and Rahn Elementary schools

RECOMMENDATION: That the Board of Education approve change order #011 for the 2016 Additions and Alterations to Metcalf Middle School, William Byrne Elementary and Rahn Elementary schools.

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

Change order #011 for contract #2300 (NAC Mechanical and Electrical) is in the amount of \$5,581.00. Items on this change order include modifications to ductwork in existing spaces and the replacement of 3 fire sprinkler butterfly valves that were failing at William Byrne Elementary. Also rerouting sprinkler branch lines to avoid new coiling doors at Metcalf Middle School are the reasons for the change in this contract.

To date total change orders in amount of \$57,701.00 to the 3 contract amounts of \$4,342,600.00 brings the total contracts with change orders to \$4,400,301.00. This represents change orders of 1.33% of original bid amounts.

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

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

SEP 09 2016

SEP 22 2016

OWNER PCO#11
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

(Instructions on reverse side)

PROJECT: WILLIAM BYRNE / RAHN / METCALF
 (Name and address) BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS
 200 W. BURNSVILLE PKWY
 BURNSVILLE, MN 55337

CHANGE ORDER NO.: 2300-02
 INITIATION DATE: 08/24/2016
 PROJECT NOS.: 301504.02
 CONTRACT FOR: Contract #2300 Mechanical
 CONTRACT DATE: 2/12/2016

TO CONTRACTOR:
 (Name and address) NAC MECHANICAL & ELECTRICAL
 1001 LABORE INDUSTRIAL COURT, STE B
 VADNAIS HEIGHTS, MN 55110

The Contract is changed as follows:

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

RECEIVED

SEP 19 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

The original (Contract Sum) (Quantity Maximum Price) was	\$ 790,900.00
Net change by previously authorized Change Orders	\$ 2,695.00
The (Contract Sum) (Quantity Maximum Price) prior to this Change Order was	\$ 793,595.00
The (Contract Sum) (Quantity Maximum Price) will be (increased) (Quantity Maximum Price) by this Change Order	\$ 5,581.00
The new (Contract Sum) (Quantity Maximum Price) including this Change Order will be ...	\$ 799,176.00
The Contract Time will be (Quantity Maximum Price) (unchanged) by	Zero (- 0 -) days
The date of Substantial Completion as of the date of this Change Order therefore is	unchanged

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

WENCK CONSTRUCTION, INC.
 CONSTRUCTION MANAGER
 7500 OLSON MEMORIAL HWY, STE 300, GOLDEN VALLEY, MN 55427
 ADDRESS Shawn Butts 9/17/16
 BY DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN
 ARCHITECTS
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS W J Jeps 9/21/16
 BY DATE

NAC MECHANICAL & ELECTRICAL
 CONTRACTOR
 1001 Labore Industrial Ct, Ste B, Vadnais Heights, MN 55110
 ADDRESS Michael Spitz 9-6-16
 BY DATE

BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS
 OWNER
 200 W. Burnsville Pkwy, Burnsville, MN 55337
 ADDRESS
 BY DATE



CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.



Subcontract Change Order

Detailed, Grouped by Each Number

William Bryne-Rahn Metcalf

Project # 30150402

Tel: Fax:

Date: 8/24/2016

To Subcontractor/Vendor:

NAC Mechanical & Electrical
1001 Labore Industrial Court, Ste B
Vadnais Heights, MN 55110

Architect's Project No:

Contract Date:

Contract Number: 2300

Change Order Number: 002

The Contract is hereby revised by the following items:

Approved RFCOPs & CORs

PCO	Item #	Description	Amount
COR#007	001	NAC, Byrne - Provide Ductwork modifications in existing spaces per RFI#095 response	3,663
COR#009	001	NAC - Byrne - Replace (3) fire sprinkler control valves	1,102
RFCOP#018	001	NAC, Metcalf - Reroute sprinkler branch piping to avoid new coiling doors	816
RFCOP#019	001	NAC, Byrne - Pipe Routing Revisions	0

The original Contract Value was.....	790,900
Sum of changes by prior Subcontract Change Orders.....	2,695
The Contract Value prior to this Subcontract Change Order was.....	793,595
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	5,581
The new Contract Value including this Subcontract Change Order will be.....	799,176
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Subcontract Change Order is.....	

CONTRACTOR

Address

BY _____

SIGNATURE _____

DATE _____

NAC Mechanical & Electrical

SUBCONTRACTOR/VENDOR

1001 Labore Industrial Court, Ste B
Vadnais Heights, MN 55110

Address

BY Mike Bjorkne

SIGNATURE [Signature]

DATE 9-6-16

[Handwritten mark]

Metcalfe/Byrne/Rahn Budget Report with Change Orders

Information	Company	Wenck Estimates	Awarded Bid	Change Orders To Date	Percent of Change	Numer of Change Orders	Contract Amount With Change Orders	Percent of Completion
Bid Metcalf,Rahn,Byrne								
Contract #2600 Electrical/Communication/Security/Sound	A.J. Moore Electric, Inc.	\$524,800.00	\$602,000.00	(\$8,143.00)	-1.35%	3	\$593,857.00	94.50%
Contract #2300 Mechanical	Norther Air Corporation	\$911,550.00	\$790,900.00	\$8,276.00	1.05%	2	\$799,176.00	90.78%
Contract #0610 General Construction	Morcon Construction	\$3,075,056.00	\$2,949,700.00	\$57,568.00	1.95%	6	\$3,007,268.00	64.92%
		<u>\$4,511,406.00</u>	<u>\$4,342,600.00</u>	<u>\$57,701.00</u>			<u>\$4,400,301.00</u>	
	Grand Totals	<u>\$4,511,406.00</u>	<u>\$4,342,600.00</u>	<u>\$57,701.00</u>	1.33%		<u>\$4,400,301.00</u>	
				REVIEW AND COMMENT CONSTRUCTION BUDGET WITH ALTERNATIVE FACILITIES FUNDING			<u>\$4,032,129.00</u>	



Future Ready. Community Strong.

**Agenda III.A.
October 13, 2016**

To: Board of Education
Dr. Joe Gothard, superintendent

From: Dave Helke, Principal, and Dr. Kathy Funston, Director of Strategic Partnerships and Pathways

Date: October 6, 2016

Re: Report on Discover BHS and Partnerships, Pathways and the Pipeline Events

Receive a report on Discover BHS and Partnerships, Pathways and the Pipeline Events from Dave Helke, Principal, and Dr. Kathy Funston, Director of Strategic Partnerships and Pathways.

Each Student Real-World Ready!



ONE91
Burnsville · Eagan · Savage



Discover BHS

Partnerships, Pathways and the Pipeline Events

Future Ready. Community Strong.

discover BHS

Art, Music
& Theater

discoverBHS

College & Career Pathways

Honors, Advanced Placement
& College-in-the-Schools

AVID

New facilities for
STEM, music &
academics



Join us for a night to learn how Burnsville High School is helping students discover their potential, their passion and their pathway so they graduate Real-World Ready.



For parents, students & community
Tuesday, Nov. 1 • 5-8 p.m.
www.isd191.org/discoverbhs

Tour new Learning Spaces

- Flexible
- Collaborative
- 21st century



Learn about Opportunities

- CNA (Certified Nursing Assistant)
- Culinary Arts
- Fab Lab
- Credit Union
- Tech Support
- TV Studio

Meet Students and Staff

to see and hear firsthand about our BHS community

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Realtor Summit

Thursday, November 10

9:00 a.m. to 11:00 a.m.

Burnsville High School

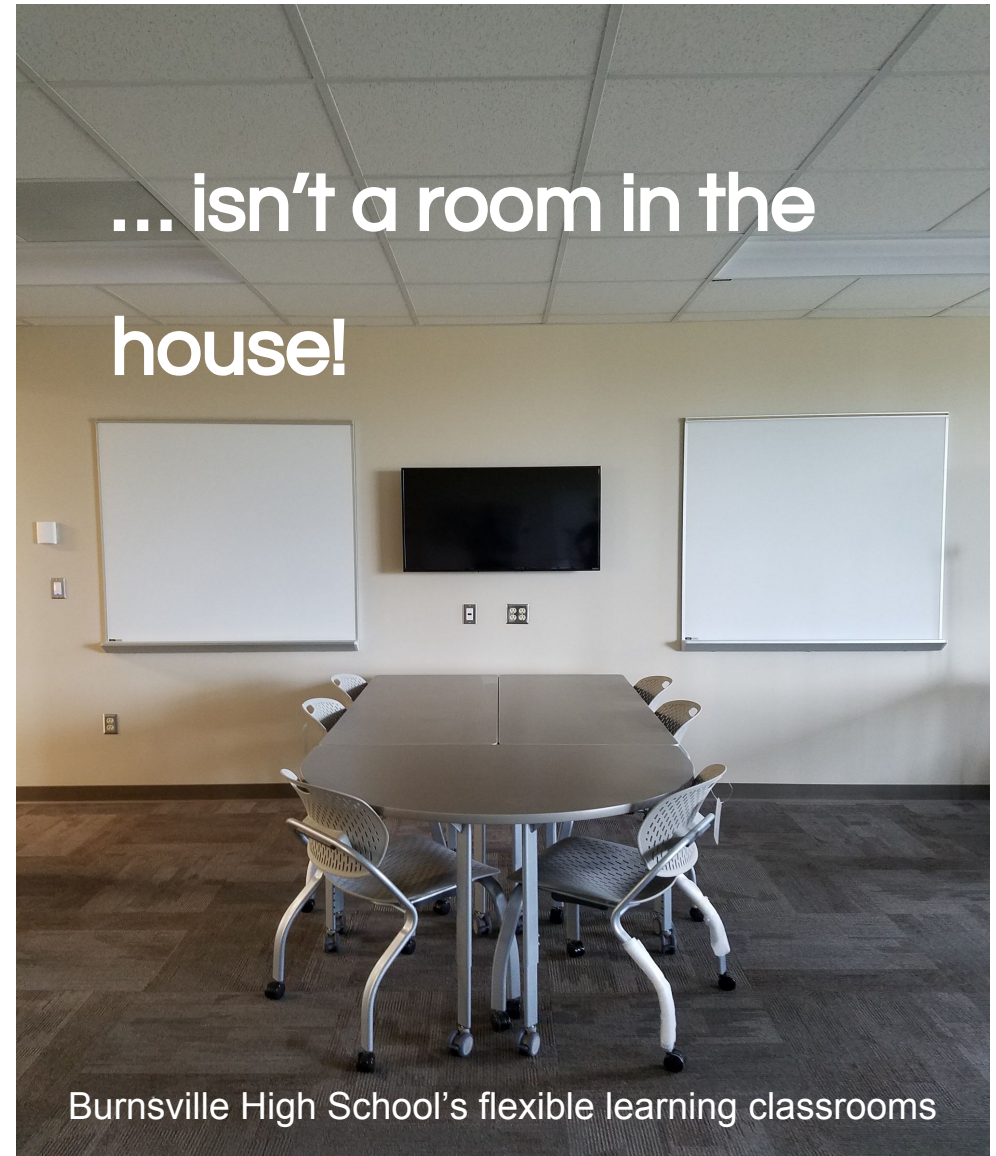


Mr. Richard Tucker
Vice President,
Coldwell Banker Burnet

- Burnsville High School
Pathway Information
- Tour of school
- Community Dialogue/ Building
on Assets
- One91 Promotional Materials

The room that has
the greatest impact
on a home's value...

09



Partnership, Pathways & the Pipeline

- Burnsville High School Pathway Information
- Tour of school and specific classes aligned to the pathway
- Community dialogue
- Partnership opportunities



Partnerships, Pathways & the Pipeline

A five-event series exploring Pathways at Burnsville High School and growing Partnerships that strengthen our community and expand opportunities for students.

Nov. 10-17, 2016

www.isd191.org/partner

District **one91**
Future Ready. Community Strong.

Health Sciences & Human Services



Monday, November 14

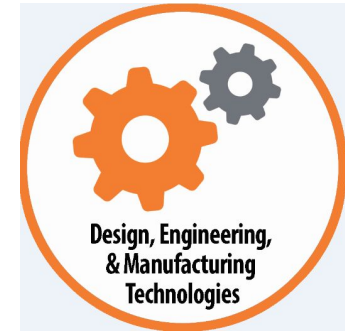
- Certified Nursing Assistant Program
- Child Psychology
- Chemistry/Sciences
- First Aid/CPR
- Success 191

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NORMANDALE

Design, Engineering & Manufacturing



Tuesday, November 15

63
WALSER



- Fabrication Lab
- Multimedia Animation
- Automotive Tech
- Physics
- Project Lead the Way
- Woodworking

Arts, Communication & Information Technology



Wednesday, November 16

9:30 a.m. to 12:00 p.m.

- Intermediate/Advanced Media Production
- Digital Photography
- Public Speaking
- Drawing & Ceramics
- IT Exploration

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THE
GARAGE



Business, Marketing & Entrepreneurship



Thursday, November 17

1:00 p.m. to 3:30 p.m.

- Professional Sales & Marketing
- Microeconomics
- Media Literacy
- Sociology
- Chef II



Greater Twin Cities
United Way



Registration NOW OPEN!

Please visit www.isd191.org, Community...Events





Future Ready. Community Strong.

**Agenda III.B.
October 13, 2016**

To: Board of Education
Dr. Joe Gothard, superintendent

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

Date: October 7, 2016

Re: Approve Memorandum of Agreement with Firefly Federal Credit Union for 2016-17

Recommendation: that the Board approves the memorandum of agreement with Firefly Federal Credit Union for 2016-17.

ISD 191 has developed a memorandum of agreement with Firefly Federal Credit Union for 2016-17 in order to support Career Pathways by offering real world learning and working experiences to Burnsville High School students. Firefly Federal Credit Union is currently partnering with Burnsville High School in the following ways:

- Providing guest speakers to business classes
- Offering field trips to their branches
- Supporting the DECA program
- Serving on program advisory committees
- Supporting the Junior Achievement program in various schools
- Providing job shadowing and internship opportunities to students
- Supporting financial literacy efforts

This partnership is multi-faceted and ever-evolving. In 2017, a student-led branch of Firefly Federal Credit Union will open on the Burnsville High School campus. Staff are currently working with Firefly Federal Credit Union to determine how the branch will operate, how students will have opportunities to facilitate its operation, and how these opportunities can interconnect curricula and different departments at the high school. The attached Memorandum of Agreement outlines the basic operation and contributions of partners for the Firefly Federal Credit Union branch at Burnsville High School.

Each Student Real-World Ready!



MEMORANDUM OF AGREEMENT

THIS Agreement, dated this 19th day of AUGUST, 2016, is between **BURNSVILLE-EAGAN-SAVAGE SCHOOL DISTRICT 191** ("School District") and the **FIREFLY FEDERAL CREDIT UNION**, ("Credit Union").

WHEREAS, the Credit Union requires a location for its financial equipment and staff for operations; and

WHEREAS, the School District has offered to provide business and operations space to the Credit Union for the operation of its business; and

WHEREAS, the School District and the Credit Union have agreed to partner in the sharing of the School District's space and the sharing of the Credit Union's equipment; and

WHEREAS, the parties desire to promote a shared use of resources and educational opportunities for School District students in the use of the Credit Union's equipment.

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties agree as follows:

1. TERM

This Agreement shall commence on July 1, 2016 and shall continue through June 30, 2019, unless otherwise renewed by the parties through a written amendment of this Agreement or terminated as provided under this Agreement.

2. SCHOOL DISTRICT CONTRIBUTIONS

- A. The School District will provide a southside office space use for Credit Union at Burnsville High School, for up to three Credit Union employees (the office space shall collectively be referred to herein as the "Credit Union Facility"). Except for Credit Union contributions in this section, the School District will provide and maintain the Credit Union Facility and the following utilities and services at no cost to Credit Union: electricity, internet, heating, cooling, telephone, refuse disposal, cleaning and building maintenance services, parking for up to four (4) Credit Union employees and volunteers, use of restrooms.
- B. The School District has allocated specific space for Credit Union Facility. During the term of this

Agreement, the School District and Credit Union will share the use of the Credit Union Facility and equipment.

- C. The School District agrees to provide the Credit Union with a calendar of events that may impact the use and functioning of the Credit Union Facility. School District staff will also provide access to appropriate Credit Union staff to the internal school communications web page. It will be the responsibility of Credit Union staff to connect with School staff to ensure access to the internal school website with calendar and notifications.
- D. The School District will notify the Credit Union in writing at least five (5) days in advance of any planned disruption of service or operation of more than one (1) business day. Credit Union staff will routinely provide to the School District accurate and current contact information (including phone and email) for Credit Union staff who utilize the Credit Union Facility.

3. CREDIT UNION CONTRIBUTIONS

- A. During the term of this Agreement, the School District and Credit Union will also share in the use of Credit Union Facility and equipment housed within the Credit Union Facility. The Credit Union will be responsible for the repairs and maintenance of all Credit Union Facility equipment. Upon termination of this Agreement, equipment and other Credit Union materials will be removed and the space will be left in original condition.
- B. The Credit Union enters this Agreement with the understanding that the Credit Union Facility is a cashless branch of the Credit Union, except the use of an ATM and night depository.
- C. The Credit Union, with the School District approval and authorization, may work with City of Burnsville for signage of the Credit Union Facility. This includes signs for designated parking spaces. Signage must be approved by the School District. All costs associated with installation, maintenance and removal of signage is the responsibility of the Credit Union.

4. COMBINED CONTRIBUTIONS

- A. During the term of this Agreement, the School District and Credit Union will review this Agreement annually to address any concerns that may exist.
- B. Financial Literacy curriculum, speakers, and classroom visits will be provided to help fulfill state standards in financial literacy. The School District will utilize these tools within classes. When possible, the Credit Union will be granted the right of first refusal for financial education initiatives at Burnsville High School.

5. FACILITY USE

The Credit Union's use of the Credit Union Facility is subject to the following:

- A. During the term of this Agreement, the Credit Union Facility and all associated equipment will be managed by Credit Union staff. Use of the Credit Union Facility and its equipment by School

District employees, students, non-staff volunteers or non-staff members of the public shall be coordinated and scheduled with Credit Union staff through the designated School District liaison. All Credit Union Facility and equipment users shall be trained by Credit Union staff prior to utilizing the Credit Union Facility or associated equipment.

- B. During the school year, Credit Union Facility use shall occur between the hours of 7:00 a.m. and 10:00 p.m. Monday-Friday, and 7:00 a.m. to 3:00 p.m. on Saturday unless notified otherwise seven (7) days in advance. This includes external door access and internal Credit Union Facility access. During summer hours, Credit Union Facility use shall occur between the hours of 6:30 a.m. and 10 p.m. Monday-Friday. Access required outside of these hours will be coordinated by the Credit Union seven (7) days in advance through the school's custodial office or facility use calendar, and fees may apply.
- C. The hours of operation of the Credit Union Facility may be changed by Agreement of both parties.
- D. Credit Union use shall comply with School District rules and policies in the use of the Credit Union Facility and any other School District property.
- E. The School District shall provide Credit Union staff with a copy of their visitor policy at the time of execution of this Agreement, and immediately upon any changes to the policy.

6. RECORDS AVAILABILITY AND RETENTION

Pursuant to Minn. Stat. §16C.05, Subd. 5, the School District agrees that the Credit Union, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the School District and involve transactions relating to this Agreement.

7. DATA PRACTICES

All data collected, created, received, maintained, or disseminated or used for any purposes in the course of this Agreement by each party is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

8. INDEMNIFICATION

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. Each party's liability shall be governed by the provisions of Minnesota Statute Chapter 466 and other applicable law as modified hereby.

9. CREDIT UNION EMPLOYEES

Credit Union employees authorized to use the Credit Union Facility shall be Credit Union employees and shall not be considered employees of the School District for any purpose, including, but not limited to salaries, wages, other compensation or fringe benefits, workers compensation, unemployment compensation, PERA, Social Security, liability insurance, keeping of personnel records, termination of employment, individual contracts or other contractual rights. Credit Union employees will provide

training on equipment and Credit Union Facility operations. All requests for training and curricular use of the Credit Union Facility and equipment by School District staff and students should be coordinated with Credit Union staff via the delegated Burnsville High School administrator.

10. INSURANCE

The School District will provide and maintain during the term of this Agreement general liability and property insurance policies or coverage against claims for personal injury, death, or property damage occurring in connection with the use and occupancy of the Credit Union Facility and other areas authorized for use by the School District. The Credit Union will provide and maintain during the term of this Agreement adequate insurance coverage for the equipment in the Credit Union Facility owned by the Credit Union. The Credit Union shall provide a certificate of insurance to the School District showing their General Liability, Automobile, Workers' Compensation and Property coverage as it relates to the equipment, staff and visitors/customers in the Credit Union Facility.

11. SUBCONTRACTING

Neither party shall enter into any subcontract for performance of any services contemplated under this Agreement without the prior approval of the other party and subject to such conditions and provisions as they may deem necessary.

12. NONDISCRIMINATION

During the performance of this Agreement, the parties agree to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination .

13. TERMINATION

This Agreement may be terminated with or without cause, following 6 months written notice by any party. Upon termination, the capital assets considered "Credit Union owned Equipment" (unless otherwise noted) will be retained by the Credit Union.

14. SURRENDER OF POSSESSION

The Credit Union agrees that at the expiration or cancellation of this Agreement, the Credit Union will yield up possession of the Credit Union Facility in as good of order and condition as when same were entered by the Credit Union, reasonable wear, tear and damage by the elements alone expected. Upon surrendering possession of the Property, the Credit Union agrees to remove all property belonging to the Credit Union,

15. NOTICES

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

Firefly Federal Credit Union
Martin J. Kelly

Chief Marketing Officer
1400 Riverwood Drive
Burnsville, MN 55337

Burnsville-Eagan-Savage School District 191
Lisa Rider
Executive Director of Business Services
Diamondhead Education Center
200 West Burnsville Parkway
Burnsville, MN 55337

16. WAIVER OF DEFAULT

Any waiver by either party of a default under the provisions of this Agreement by the other party will not operate or be construed as a waiver of a subsequent default.

17. INVALIDITY OF PROVISIONS

If any term or provision of this Agreement or any application hereof to any person or circumstance is to any extent found to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby and each term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

18. ENTIRE AGREEMENT

This instrument herein contains the entire and only Agreement between the parties and no oral statements or representations or prior written matter not contained in this instrument will have any force and effect. This Agreement cannot be modified in any way except by writing executed by both parties.

19. GOVERNING LAW

This Agreement will be governed exclusively by the provisions hereof and by the laws of the State of Minnesota, as the same from time to time exists.

Firefly Federal Credit Union

Martin J. Kelly, Chief Marketing Officer

Date

Burnsville-Eagan-Savage School District 191

Lisa Rider, Executive Director of Business Services

Date



Future Ready. Community Strong.

**Agenda III.C.
October 13, 2016**

To: Board of Education
Dr. Joe Gothard, superintendent

From: Dr. Stacie Stanley, Director of Curriculum, Instruction and Student Support Services,
and Beth Van Osdal, Coordinator of Elementary Programs and Assessments

Date: October 6, 2016

Re: Report on the Two-Year Literacy Implementation Plan (K-8)

Receive a report on the Two-Year Literacy Implementation Plan (K-8) from Dr. Stacie Stanley, Director of Curriculum, Instruction and Student Support Services, and Beth Van Osdal, Coordinator of Elementary Programs and Assessments.

Each Student Real-World Ready!



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Burnsville • Eagan • Savage

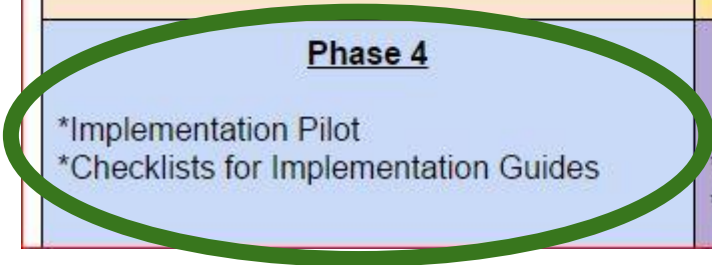


Kindergarten-Grade 8 Literacy

Future Ready. Community Strong.

<p style="text-align: center;"><u>Phase 1</u></p> <ul style="list-style-type: none">*Review student performance including all demographic groups*Send Surveys about current program*Review of Literature & Current*Best Practice Research	<p style="text-align: center;"><u>Phase 2</u></p> <ul style="list-style-type: none">*Identifying grade level guarantees*Unpacking standards*Defining proficiency rubrics*Common assessments	<p style="text-align: center;"><u>Phase 3</u></p> <ul style="list-style-type: none">*Craft a RUBRIC for Examining Instructional Materials*Compile and Examine Comparable Districts' Materials/Resources and Generate a List of Resources for Review*Deep Review of Resources*Craft and Submit a Recommendation
<p style="text-align: center;"><u>Phase 4</u></p> <ul style="list-style-type: none">*Implementation Pilot*Checklists for Implementation Guides	<p style="text-align: center;"><u>Phase 5</u></p> <ul style="list-style-type: none">*Installation*Early Implementation*Full Implementation	<p style="text-align: center;"><u>Phase 6</u></p> <ul style="list-style-type: none">*Continuous Improvement<ul style="list-style-type: none">● Monitor, Evaluate, Adjust

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Core Curriculum Development Process



Implementation Pilot & Creation of Alignment/Pacing/Implementation Guides: *A Step by Step Guide to Phase 4*

- Communication plan - memo format, committee names, timelines
- Common outline - norms, grounding, agenda, etc
- CPSS connection
- Connection to the Strategic Roadmap

Glossary

The primary goal for Phase 4 is to:

- Implement the Curriculum on a small scale to garner real time information about aspect of the curriculum that may need adaptation to ISD 191 needs.
- Create a complete implementation guide for the new curricular resources and/or pedagogical process.

This guidance document is intentionally an overview, and may not be a comprehensive process. The contents of this guide are not all-inclusive or exhaustive in the type of study and support needed to fully implement a system for curriculum review and materials adoption processes. Under each topic listed, there are other activities and ideas that may be added. This guide is a template, a structure to assist in the improvement of instruction and to help students experience

Best Practices in Literacy Instruction:



- ❖ Leveled Practice and Resources
- ❖ High Interest Resources (including multi-cultural texts and multiple genres)
- ❖ Formal and informal writing - summaries, reflections and process
- ❖ Student Discussions/Sharing/Collaboration
- ❖ Scaffolding/Gradual Release of Responsibility
- ❖ Independent Reading - get kids reading (build stamina)
- ❖ Teacher reads aloud - models fluent reading

K-8 follows the **Reading Workshop** framework for literacy instruction.

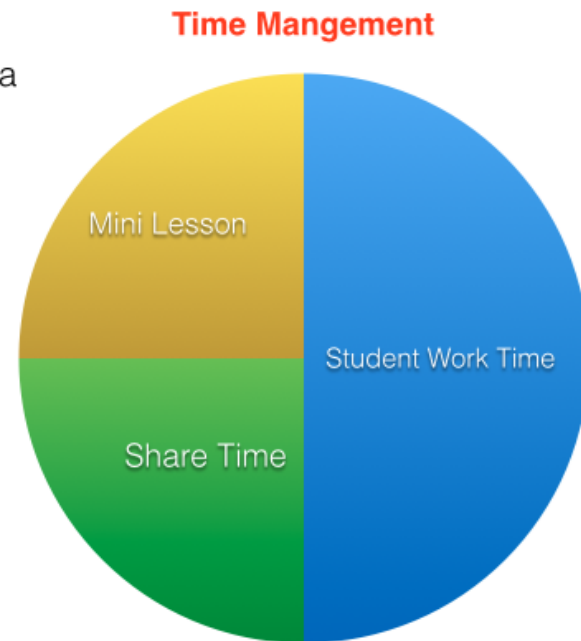
- K-5 in a 120 minute literacy block.
- 6-8 in a Communications class. This is a leveled literacy class devoted to teaching kids how to read at all levels.

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Components of Workshop Model

The Workshop Model follows a predictable pattern of:

- Mini Lesson
- Work Time: Independent, Guided, Collaborative, and Conferencing
- Sharing



What's new in Middle School literacy?

08

COMMUNICATIONS CLASSES

2016-2017:

- All 6-8 Communications teachers participated in a 2 day literacy workshop that focused on best practices in middle school literacy instruction.
- Communications teachers were trained in literacy assessments and using data to drive differentiation in the reading classroom.

2014-2015:

2015-2016:

2016-2017:

2017-2018:



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→ K-5 Making Meaning

→ K-2 Being a Reader



How we teach matters as much as what we teach.

Fostering caring relationships and building inclusive and safe environments are foundational practices for both the student and adult learning communities.

Classroom learning experiences should be built around students constructing knowledge and engaging in action.

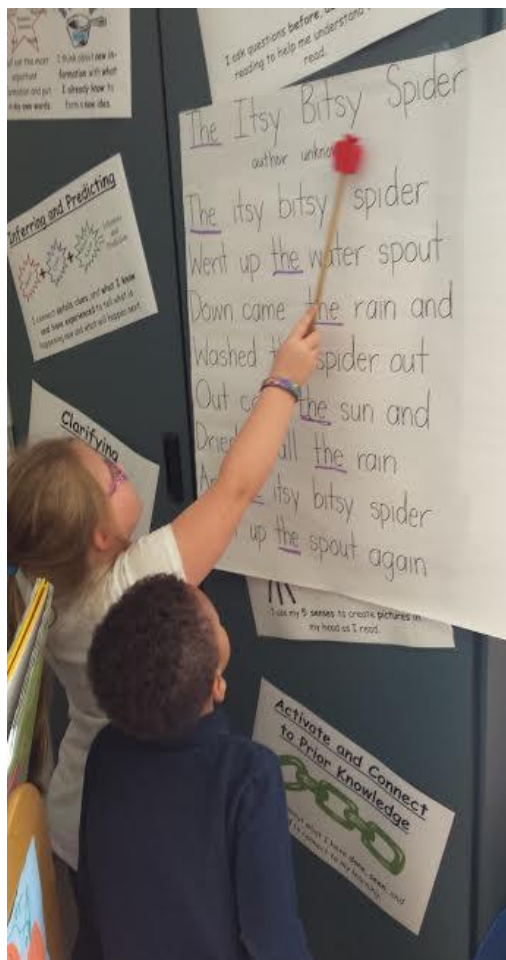
Honoring and building on students' intrinsic motivation lead to engagement and achievement.

The social and academic curricula are interdependent and integrated.



The Center for the Collaborative Classroom is a nonprofit organization dedicated to students' growth as critical thinkers who learn from, care for, and respect one another.

Conferring



Word Work



Independent Reading

- *“I know we are only a week in, but I am really liking the new curriculum so far! Prep and execution are so easy and the kids are totally engaged!”*
- *“Overall, I love it, but more importantly--my students love it. There are some growing pains. The interactive whiteboard pieces are kind of a pain. The books are awesome and the IDR component [is] amazing. Can’t wait for conferring to begin.”*
- *“Just today, several students used appropriately 2 of the vocabulary words that we have explicitly taught in Making Meaning. I will try to send you a photo of one from my phone - several students wrote that their apple smelled “scrumptious”. Also, a boy who has missed the last few days from being sick, came in a little sad this morning and said he was feeling “timid”.”*