

# SHAKOPEE PUBLIC SCHOOLS



SCHOOL BOARD AGENDA



Independent School District 720 – Shakopee Public Schools  
Shakopee Public Schools District Office Board Room, 1200 Town Square, Shakopee, MN  
55379

May 8, 2017  
6:00 PM

Board of Education

1. CALL TO ORDER AND ROLL CALL - CHAIR SWANSON.
2. WE ARE SHAKOPEE SCHOOLS - GOOD NEWS ITEMS.

2. 1. Student Recognitions

**Recognition of State Level Participation**

**2017 State Speech**

Tajesh Bhimavarapu

**2017 MSHSL Section 2AA Visual Arts Festival & Competition**

Kirsten Johnson – Superior (Painting), Superior (Drawing), Superior (2D Mixed Media & Collage)

Katheryn Mohn – Superior (Painting), Excellent (2D Mixed Media & Collage)

Mackenzie Reeder – Excellent (Computer-based Artwork)

Amber Forrester – Superior (Digital Photography)

Bri Vaillancourt – Superior (Digital Photography)

Ellen Lawrence – Excellent (Computer-based Artwork)

Mckenna Peterson – Excellent (Digital Photography)

Morgan Purdy – Excellent (Computer-Based Artwork)

Sonja Rose – Superior (2D Mixed Media & Collage)

April Lindstrand – Excellent (Graphic Design)

Emily Gustafson – Excellent (Graphic Design)

3. CONSIDERATION OF AGENDA AS PRESENTED AND ADDITIONS.

4. CONSENT ITEMS

4. 1. Personnel Items

**4.1.1 Acceptance of Resignations**

Last Name, First Name, Position, Location, Effective Date

Ehrgott, Christine, Food Service Worker, West Junior High School,  
5/05/2017

Jeurissen, Marvin, Custodian, West Junior High School, 5/11/2017

Meger, Stefanie, Program Support Assistant, Sun Path Elementary  
School, 4/21/2017

Miller, Alexander, Program Support Assistant, West/East/High  
School, 5/25/2017

Nelson, Sarah, Social Worker, Sun Path Elementary School,

5/26/2017

Pavlak, Amanda, Health Assistant, High School, 4/18/2017  
Schuman, Kayla, Teacher, Kindergarten, Sun Path Elementary  
School, 5/26/2017

**Recommended Action**

Accept the resignations as presented.

**4.1.2 Approval of Certified Contract for the 2017-18 School Year**

Last Name, First Name, Position, Location, Grade, Step, FTE,  
Effective, Salary Annual  
Krieg, Caitlin, Teacher, English, East Junior High School, BA, 4, 1.0,  
7/1/2017, \$40,556.00, R

**Recommended Action**

Approve certified contract as presented.

4. 2. Approval of minutes of the April 10, 2017 Business Meeting and April 24, 2017 Board Learning Session. 6

**Recommended Action**

Approve the minutes of the April 10, 2017 Business Meeting and April 24, 2017 Board Learning Session as presented.

4. 3. Consideration of bills and authorization to pay same.

**Recommended Action**

Approve the bills and authorize to pay same as presented.

4. 4. Approval of wires report. 13

**Recommended Action**

Approve the wires report as presented.

4. 5. Approval of Change Order #6 14

Change Order #6 for the Vaughan Field Stadium/Concessions  
Improvements in the amount of \$16,480.00 is presented for approval.

**Recommended Action**

Approve Change Order #6 as presented.

4. 6. Approval of Apple Leases 15

**Recommended Action**

Approve the resolutions approving and authorizing the execution of  
schedules No. PUB16693 and PUB16694 to the governmental lease  
purchase master agreement dated May 15, 2014, and supplements  
thereto and related documents and certificates as presented.

4. 7. Acceptance of Bids - West Junior High School Boiler and Domestic Water Upgrade Project 19

Bids for the West Junior High School Boiler and Domestic Water  
Upgrade Project were received on May 2, 2017.

**Recommended Action**

Approve a contract with Masters Plumbing of Alexandria,  
Minnesota for the total bid amount of \$474,500.00 for the West Junior  
High School Boiler and Domestic Water Upgrade Project as

presented.

4. 8. Acceptance of Bids - High School Expansion Low Voltage – Phase I Project 30  
Project  
Bids for the High School Expansion Low Voltage – Phase I Project were received on May 2, 2017.  
**Recommended Action**  
Approve a contract with TRiCOM Communications of Eagan, Minnesota for the total bid amount of \$147,637.00 as presented.
5. OLD BUSINESS DISCUSSION ITEMS
6. OLD BUSINESS ACTION ITEMS
6. 1. Approval of School District Policy 705 Investments 31  
Policy Committee Chair Tony Pass and Finance Committee Chair Reggie Bowerman will present School District Policy 705 Investments for 2nd Reading and final approval.  
**Recommended Action**  
Approve the 2nd Reading of School District Policy 705 Investments as presented.  
Presenter: Policy Committee Chair Tony Pass and Finance Committee Chair Reggie Bowerman  
Time: 5 minutes
6. 2. Approval of the Revised 2016-17 School Year Budget 57  
Finance Committee Chair Reggie Bowerman and Todd Netzke from School Management Services will present the Revised 2016-17 School Year Budget for Board review and approval.  
**Recommended Action**  
Approve of the Preliminary 2016-17 School Year Budget as presented.
6. 3. Citizens' Financial Advisory Committee 67  
School Board Chair Scott Swanson and Finance Chair Reggie Bowerman will present the Operating Guidelines for the Citizens' Financial Advisory Committee for final review and approval along with the Membership Application Form.  
**Recommended Action**  
Approve the Operating Guidelines for the Citizens' Financial Advisory Committee and direct administration to open the membership application window.  
Presenter: School Board Chair Scott Swanson and Finance Committee Chair Reggie Bowerman  
Time: 15 minutes
7. NEW BUSINESS DISCUSSION ITEMS
7. 1. Digital Device Agreements for the 2017-18 School Year 74  
Director of Instructional Technology Bryan Drozd will present the district's Digital Device Agreements for the 2017-18 School Year for Board review.

Presenter: Director of Instructional Technology Bryan Drozd  
Time: 10 minutes

8. NEW BUSINESS ACTION ITEMS

8. 1. Acceptance of the Preliminary 2017-18 School Year Budget 94  
Finance Chair Reggie Bowerman and Todd Netzke from School Management Services will present the Preliminary 2017-18 School Year Budget for Board review and acceptance.

**Recommended Action**

Accept of the Preliminary 2017-18 School Year Budget as presented.

Presenter: Finance Chair Reggie Bowerman and Todd Netzke,  
School Management Services

9. RECOGNITION OF VISITORS TO BOARD MEETING.

10. OTHER

11. COMMITTEE REPORTS

12. UPCOMING MEETINGS AND IMPORTANT DATES

May 12, 2017 Recognition and Retiree Celebration  
May 22, 2017 School Board Learning Session 6:00PM  
May 27, 2017 Shakopee High School Commencement  
May 30, 2017 School Board Finance Committee Meeting 5:00PM  
June 12, 2017 School Board Finance Committee Meeting 5:00PM  
June 12, 2017 School Board Business Meeting 6:00PM  
June 26, 2017 School Board Summer Retreat 6:00PM  
July 10, 2017 School Board Finance Committee Meeting 5:00PM  
July 10, 2017 School Board Business Meeting 6:00PM  
July 24, 2017 School Board Learning Session 6:00PM

13. ADJOURNMENT

# Minutes of Board Business Meeting

## School Board Shakopee Public Schools

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A Board Business Meeting of the School Board of Shakopee Public Schools was held Monday, April 10, 2017, beginning at 6:00 PM in the Shakopee Public Schools District Office Board Room, 1200 Town Square, Shakopee, MN 55379.

1. CALL TO ORDER AND ROLL CALL - CHAIR SWANSON.

PRESENT: Bowerman, Hallett, McKeand, Pass, Romansky, Tucker and Swanson

ABSENT:

2. WE ARE SHAKOPEE SCHOOLS - GOOD NEWS ITEMS.

2. 1. Student Recognitions

**Recognition of State Level Participation**

**Boys Swim & Dive:**

Liam Bergerson

Jack Bjelland

Brandon Gorter

Hans Hover

Teddy Johnson

Alex Kraft

Brennen McClay

Alan Purves

Garrett Riley

Lucas Rognrud

Gavin Wicklander

**Wrestling:**

Brent Jones

Alex Lloyd

Alex Crowe

Carson Manville

Aaron Cashman

Abe Ngaima

Sam Webster

Max Crowe

3. CONSIDERATION OF AGENDA AS PRESENTED AND ADDITIONS.

Bowerman/McKeand moved to approve the agenda as presented; motion passed unanimously.

4. CONSENT ITEMS

Tucker/Pass moved to approve the consent agenda as presented; motion passed unanimously.

#### 4. 1. Personnel Items

##### **4.1.1 Acceptance of Resignations**

Last Name, First Name, Position, Location, Effective Date

Aleckson, Kelsey, Teacher, FACS, High School, 5/26/2017

Burcusa, Michael, Teacher, Science, High School, 5/26/2017

Carter, Jason, Teacher, Physical Education/Health, Pearson 6th Grade Center, 5/26/2017

Flemming, Kristi, Teacher, Grade 4, Sun Path Elementary School, 5/26/2017

Huss, Ryan, Technology System Admin, District Wide, 3/29/2017

Jeurissen, Jerome, Custodian, Red Oak Elementary School, 3/16/2017

Krzyzek, Kelly, Teacher, Grade 2, Sun Path Elementary School, 5/26/2017

Larson, Rachel, Program Support Assistant, Sun Path Elementary School, 4/04/2017

Neal, Desiree, Food Service Worker, Red Oak Elementary School, 3/17/2017

Riesgraf, Linda, Food Service Worker, West Junior High School, 3/24/2017

Rolf, Haley, Program Support Assistant, Jackson Elementary School, 3/23/2017

Saine, Betsy, Teacher, Intervention, Pearson 6th Grade Center, 5/26/2017

Volavka, Allison, Teacher, Special Services, West Junior High School, 5/26/2017

Waldorf, Haley, Program Support Assistant, Jackson Elementary School, 3/23/2017

##### **Recommended Action**

Accepted the resignations as presented.

##### **4.1.2 Approval of Certified Contract for the 2017-18 School Year**

Last Name, First Name, Position, Location, Grade, Step, FTE, Effective, Salary Annual

Johnson, Anthony, Teacher, Instructional Coach, Red Oak Elementary School, MA, 8, 1.0,

7/1/2017, \$53,950.00, R

##### **Recommended Action**

Approved certified contract as presented.

##### **4.1.3 Approval of Non-Certified Contracts**

Last Name, First Name, Position, Location, Salary, Effective

Camey, Emily, Health Assistant, Central Family Center, \$20.14/hr, 3/14/2017, R

Clemens, Alan, Custodian, High School, \$16.59/hr, 3/27/2017, R

Lemke, Vaughn, Custodian, Red Oak Elementary School, \$16.09/hr, 3/27/2017, R

Pavlak, Amanda, Health Assistant, High School, \$17.98/hr, 4/03/2017, R

##### **Recommended Action**

Approved the non-certified contracts as presented.

##### **4.1.4 Approval of Long Term Substitute Contracts**

Name LTS, Replacing, Position, Location, Approx. Dates, Grade/Step, Approx. Days, FTE,

Salary

Colburn, Heidi, Ulrich, Renelle, Teacher, English, High School, 3/13/2017 through approx.

5/08/2017, BA Step 3, 36, 1.0, \$212.04/day

Miller, Kristian, Lissick, Jacki, Teacher, Physical Education, West Junior High School, 3/26/2017

through Approx. 5/04/2017, MA Step 3, 26, 1.0, \$254.10/day

##### **Recommended Action**

Approved the long term substitute contracts as presented.

#### **4.1.5 Approval of 2016-17 Spring Co-Curricular Assignments**

Last Name, First Name, Position

Allen, Susan, Co-Head Coach Boys Tennis  
Allen, Philip, Assistant Boys Lacrosse  
Amundsen, Thom, Play Director  
Arnfelt, Jennifer, Co-Head Coach Boys Tennis  
Betz, Emily, Head Girls Track/Field  
Brown, Andrew, Junior High Golf  
Carey, Melissa, Assistant Softball  
Carter, Jason, Assistant Boys Golf  
Casey, Jeffrey, Junior High Softball  
Chukuske, Ryan, Assistant Track/Field  
Cole, Robert, Assistant Play Director  
Courteau, Donnat, Assistant Girls Golf  
DeMars, Stephanie, Junior High Track/Field  
Duehr, Elizabeth, HOSA Advisor  
Fish, Joshua, Junior High Golf  
Fordyce, Rebecca, Junior High Track/Field  
Gardner, Matthew, Junior High Baseball  
Gaugler, Miranda, Junior High Track/Field  
Gerleman, Alex, Assistant Boys Tennis  
Grosskurth, Dereck, Assistant Softball  
Haskins, Zachary, Head Boys Track/Field Coach  
Honza, George, Assistant Track/Field  
Jackson, James, Junior High Track/Field  
Javner, Cassidy, Prom Advisor  
Johnson, Neil, Head Coach Softball  
Krpmotich, Colleen, Assistant Girls Lacrosse  
Laughlin, Wade, Assistant Track/Field  
Laursen, Dave, Technical Director  
Loonan, Benjamin, Assistant Track/Field  
Loonan, John, Assistant Track/Field  
Lundberg, Phillip, Junior High Baseball  
Mawdsley, Mike, Assistant Boys Lacrosse  
McDonald, Emily, Assistant Track/Field  
Menden, Courtney, Assistant Boys Tennis  
Miller, Jon, Head Girls Golf  
Mitchell, Steffon, Junior High Boys Tennis  
Morales, Lauren, Assistant Track/Field  
Pierce, Katherine, Assistant Girls Lacrosse  
Pollock, Sean, Head Boys Lacrosse  
Puch, Timothy, Assistant Boys Lacrosse  
Rangel, John, Junior High Track/Field  
Rosholt, Kirk, Junior High Softball  
Russell, Daniel, Assistant Girls Lacrosse  
Ryan, Kyle, Assistant Baseball  
Sage, Joseph, Head Boys Golf  
Schleper, Thomas, Head Baseball  
Schmitz, Eric, Assistant Baseball  
Schneider, Tara, Head Girls Lacrosse  
Sonnenberg, Samantha, Assistant Track/Field

Stone, Jody, Junior High Baseball  
Stromgren, Kenneth, Junior High Baseball  
Thom, Josh, Assistant Baseball  
Tyson, Josh, Junior High Track/Field  
Ungar, James, Assistant Baseball  
Wachter, Jeffrey, Assistant Track/Field  
Wagener, Robert, Assistant Baseball  
Walker, Robert, Assistant Softball  
Walker, Ashley, Assistant Softball  
Whittler, Tayler, Assistant Track/Field

**Recommended Action**

Approved the 2016-17 co-curricular assignments as presented.

**4.1.6 Request for Unpaid Leave of Absence**

Paula David, Program Support Assistant, is requesting a one-year unpaid leave of absence for the entire 2017/18 school year. Paula will be working on the completion of her Elementary Education and Middle School Math teaching licensure degree.

**Recommended Action**

Approved the unpaid leave of absence for the 2017-18 school year.

**4.1.7 Sick Leave Bank Memorandum of Understanding**

**Recommended Action**

Approved the food service contract sick leave bank memorandum of understanding as presented.

4. 2. Approval of minutes of the March 13, 2017 Business Meeting and March 20, 2017 Board Learning Session.

**Recommended Action**

Approved the minutes of the March 13, 2017 Business Meeting and March 20, 2017 Board Learning Session as presented.

4. 3. Consideration of bills and authorization to pay same.

**Recommended Action**

Approved the bills and authorize to pay same as presented.

4. 4. Approval of wires report.

**Recommended Action**

Approved the wires report as presented.

4. 5. Approval of 2017-18 YMCA Pre-School Contract.

**Recommended Action**

Approved the 2017-18 YMCA Contract as presented.

**5. OLD BUSINESS DISCUSSION ITEMS**

5. 1. 2017-18 Shakopee High School Student Registration Update

Shakopee High School Principal Jeff Pawlicki and Assistant Principal Stuart Lang presented an update regarding the 2017-18 student registration process.

5. 2. Budget Update

School Board Chair Scott Swanson, Finance Committee Chair Reggie Bowerman and Todd Netzke from School Management Services provided a budget update.

5. 3. Staffing Update

Executive Director of Administrative Services Scott Hare presented a staffing update.

5. 4. Ford NGL Steering Committee Update

School Board Member Reggie Bowerman provided an update on the recent Ford NGL Steering Committee meeting.

6. OLD BUSINESS ACTION ITEMS

6. 1. BOC Recommendation on Outside Facilities

Assistant Superintendent John Bezek presented a recommendation from BOC (Bond Oversight Committee) regarding the \$150,000 capital funds contribution to the City of Shakopee for the cooperative construction of an additional baseball field at TahPah Park. This baseball field will serve as a replacement for the field lost due to construction at Shakopee High School.

**Recommended Action**

Bowerman/McKeand moved to approve the \$150,000 capital fund contribution to the City of Shakopee for the cooperative construction of an additional baseball field at TahPah Park; motion passed unanimously.

7. NEW BUSINESS DISCUSSION ITEMS

7. 1. Recognition of Eagle Creek Elementary as a Minnesota School of Excellence

Superintendent Rod Thompson recognized Eagle Creek Elementary as a Minnesota School of Excellence. Established by the Minnesota Elementary School Principals Association (MESPA), the Minnesota School of Excellence Program is recognized by the Minnesota Department of Education, as well as the National Association of Elementary School Principals. The programs promote excellence through a rigorous evaluation process that showcases dynamic schools of the 21st century.

8. NEW BUSINESS ACTION ITEMS

8. 1. Policy Update

Policy Committee Chair Tony Pass and Finance Committee Chair Reggie Bowerman presented School District Policy 705 Investments for First Reading.

**Recommended Action**

McKeand/Hallett moved to approve the First Reading of School District Policy 705 Investments as presented; motion passed unanimously.

8. 2. District Health Insurance Update

Executive Director of Administrative Services Scott Hare presented a recommended from the districtwide insurance committee for selection of vendor and rate adjustments for 2017-18.

**Recommended Action**

McKeand/Tucker moved to approve the selection of Preferred One as the district's health insurance carrier, approved the selection of Lincoln as the Long Term Disability and Life insurance carrier and approve rate adjustments as presented; motion passed unanimously.

8. 3. Third Party Investigation of the Organizational Health of the District  
School Board Chair Scott Swanson will provide a high-level overview of an investigation being opened by the board.

**Recommended Action**

Hallett/Pass moved to authorize Knutson, Flynn & Dean to enter into an agreement with NeuVest for the purpose of conducting a third-party investigation into the overall organizational health of the district; motion passed unanimously.

9. RECOGNITION OF VISITORS TO BOARD MEETING

10. OTHER

11. COMMITTEE REPORTS

12. UPCOMING MEETINGS AND IMPORTANT DATES

April 17, 2017	School Board Retreat	6:00PM
April 24, 2017	Neil Johnson Complex Dedication Ceremony	5:30PM
April 24, 2017	School Board Learning Session	6:00PM
April 25, 2017	50th Year Anniversary for Sweeney Elementary	
May 8, 2017	School Board Business Meeting	6:00PM
May 12, 2017	Recognition and Retiree Celebration	
May 22, 2017	School Board Learning Session	6:00PM
May 27, 2017	Shakopee High School Commencement	

13. ADJOURNMENT

At 8:26PM, Hallett/Pass moved to adjourn as presented; motion passed unanimously.

April 24, 2017  
6:00 PM

Board of Education

1. 5:30PM - NEIL JOHNSON SOFTBALL COMPLEX GRAND OPENING

200 10th Avenue East, Shakopee

4:30PM - Pregame Events

5:30PM - Ceremony

2. 6:00PM - CALL TO ORDER AND ROLL CALL - CHAIR SWANSON

PRESENT: Bowerman, Hallett, McKeand, Pass, Romansky, Tucker and Swanson

ABSENT:

3. Consideration of Agenda as presented.

Tucker/Hallett moved to approve the agenda as presented; motion passed unanimously.

3. 1. Elementary Instructional Coach and Lab Classroom Model

Presenter: Executive Director of Teaching & Learning Nancy Thul

3. 2. Academy Transition Plan

Presenter: Shakopee High School Counselors and Executive Director of Teaching & Learning Nancy Thul

3. 3. Elementary Attendance Areas

Presenter: Data & Testing Administrator Dave Orlowsky & Superintendent Rod Thompson

3. 4. Citizen's Financial Advisory Committee Update

Presenter: Finance Committee Chair Reggie Bowerman

4. Other

5. UPCOMING MEETINGS AND IMPORTANT DATES

April 25, 2017 50th Year Anniversary for Sweeney Elementary

May 8, 2017 Board Finance Committee Meeting 5:00PM

May 8, 2017 School Board Business Meeting 6:00PM

May 12, 2017 Recognition and Retiree Celebration

May 22, 2017 School Board Learning Session 6:00PM

May 27, 2017 Shakopee High School Commencement

June 12, 2017 Board Finance Committee Meeting 5:00PM

June 12, 2017 School Board Business Meeting 6:00PM

June 26, 2017 School Board Learning Session 6:00PM

6. ADJOURNMENT

At 9:32PM , Tucker/Pass moved to adjourn as presented; motion passed unanimously.

**April 2017 Wires**

**Wires In**

April 17 17 Misc State Payments	\$	776,763.04	
Apr 17 17 State Check		3,171,975.32	
Apr 30 17 State Check		5,667,834.99	
MSDLAF Int Apr 17		2,692.21	
MSDLAF Building Fund Int Apr 17		154,141.66	
Apr 2017 Health Interest		6.09	
Apr 2017 Dental Interest		2.50	
PFM OPEB Int Apr 17		<u>49,418.87</u>	
<b>Total Wires In</b>	<b>\$</b>		<b>9,822,834.68</b>

**Wires Out**

Apr 1 Payroll Taxes	\$	1,500,000	
Apr 10 17 Board Checks		500,000	
April 14 17 Payroll		1,500,000	
April 17 17 Payroll Taxes		1,100,000	
April 19 17 Board Checks		200,000	
April 30 17 Payroll		1,600,000	
Apr 17 Bldg Expense		3,970,000	
Apr Health Trust		695,000	
Apr Dental Trust		<u>65,000</u>	
<b>Total Wires Out</b>	<b>\$</b>		<b>11,130,000</b>
<b>Net April 2017</b>	<b>\$</b>		<b><u>(1,307,165.32)</u></b>



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## Change Order

**PROJECT** (Name and address):

Vaughan Field Stadium/Concessions Improvements  
200 10th Avenue East  
Shakopee, MN 55379

**CHANGE ORDER NUMBER:** 006

**DATE:** March 15, 2017

**OWNER:**

**ARCHITECT:**

**CONTRACTOR:**

**FIELD:**

**OTHER:**

**TO CONTRACTOR** (Name and address):

Maertens-Brenny Construction Company  
8251 Main Street Northeast  
Minneapolis, MN 55432

**ARCHITECT'S PROJECT NUMBER:** 152123

**CONTRACT DATE:** February 23, 2016

**CONTRACT FOR:** General Construction

**THE CONTRACT IS CHANGED AS FOLLOWS:**

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

- 1) PCO #038 / Maertens-Brenny GCPR #18 - Added Class 5 Bad Soils. ADD: \$9,718.00
- 2) PCO #041 / Maertens-Brenny GCPR #23 - Temp light. ADD: \$374.00
- 3) PCO #046 / Wold SI #010 - Culvert extension. ADD: \$6,717.00
- 4) PCO #052 / Wold PR #011A - Credit on pedestals. DEDUCT: (\$2,180.00)
- 5) PCO #053 / Maertens-Brenny GCPR #17 - Added Sod for Alternate #2. ADD: \$1,210.00
- 6) PCO #054 / Maertens-Brenny GCPR #19 - Soil correction at Paving. ADD: \$641.00

TOTAL THIS CHANGE ORDER: ADD: \$16,480.00

The original Contract Sum was	\$ 5,341,000.00
The net change by previously authorized Change Orders	\$ 136,272.94
The Contract Sum prior to this Change Order was	\$ 5,477,272.94
The Contract Sum will be increased by this Change Order in the amount of	\$ 16,480.00
The new Contract Sum including this Change Order will be	\$ 5,493,752.94

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

The date of Substantial Completion as of the date of this Change Order therefore is September 6, 2016.

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

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

Wold Architects Engineers

**ARCHITECT** (Firm name)

332 Minnesota Street, Suite W2000  
St. Paul, MN 55102

**ADDRESS**

**BY** (Signature)

R. Scott McQueen

(Typed name)

**DATE**

4/20/17

Maertens-Brenny Construction Company

**CONTRACTOR** (Firm name)

8251 Main Street Northeast  
Minneapolis, MN 55432

**ADDRESS**

**BY** (Signature)

John Hoffman

(Typed name)

**DATE**

4/4/17

Independent School District #720

**OWNER** (Firm name)

1200 Town Square Mall  
Shakopee, MN 55379

**ADDRESS**

**BY** (Signature)

Michael Burlager

(Typed name)

**DATE**

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User Notes:

(1714897711)

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF SCHEDULE NO. PUB16693 TO THE GOVERNMENTAL LEASE PURCHASE MASTER AGREEMENT DATED MAY 15, 2014, AND SUPPLEMENTS THERETO AND RELATED DOCUMENTS AND CERTIFICATES

BE IT RESOLVED by the School Board of Independent School District No. 720, (Shakopee), State of Minnesota, as follows:

1. The Schedule No. PUB16693, dated May 10, 2017, to Governmental Lease Purchase Master Agreement with Apple Inc., dated May 15, 2014 (the "Agreement" or the "Master Lease") and the Exhibits or Supplements thereto are hereby approved substantially in the form presented to this Board and on file in the office of the Clerk.

2. The Director of Finance of the District is hereby authorized to execute the Schedule and any Exhibits or Supplements thereto on behalf of the District, and to execute such other certificates and documents as may be necessary and appropriate to effectuate the transactions contemplated by the Agreement and said Schedule or Exhibits. The Agreement, the Schedule, the Exhibits or Supplements and the related documents may contain such necessary and appropriate variations, omissions and insertions as the Director of Finance shall determine to be necessary, and the execution thereof by the Director of Finance shall be conclusive evidence of such determination and its approval by the Board.

3. Lessee reasonably anticipates that it will not issue tax-exempt obligations (not including "private activity bonds" as defined in Section 141 of the Internal Revenue Code of 1986, as amended) in an aggregate amount in excess of \$10 million during the calendar year in which the Lease commences. The Lease is designated as a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, relating to deductibility of interest by financial institutions.

The motion for the adoption of the foregoing resolution was duly seconded by Member \_\_\_\_\_ and upon roll call vote the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.



Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF SCHEDULE NO. PUB16694 TO THE GOVERNMENTAL LEASE PURCHASE MASTER AGREEMENT DATED MAY 15, 2014, AND SUPPLEMENTS THERETO AND RELATED DOCUMENTS AND CERTIFICATES

BE IT RESOLVED by the School Board of Independent School District No. 720, (Shakopee), State of Minnesota, as follows:

1. The Schedule No. PUB16694, dated May 10, 2017, to Governmental Lease Purchase Master Agreement with Apple Inc., dated May 15, 2014 (the "Agreement" or the "Master Lease") and the Exhibits or Supplements thereto are hereby approved substantially in the form presented to this Board and on file in the office of the Clerk.

2. The Director of Finance of the District is hereby authorized to execute the Schedule and any Exhibits or Supplements thereto on behalf of the District, and to execute such other certificates and documents as may be necessary and appropriate to effectuate the transactions contemplated by the Agreement and said Schedule or Exhibits. The Agreement, the Schedule, the Exhibits or Supplements and the related documents may contain such necessary and appropriate variations, omissions and insertions as the Director of Finance shall determine to be necessary, and the execution thereof by the Director of Finance shall be conclusive evidence of such determination and its approval by the Board.

3. Lessee reasonably anticipates that it will not issue tax-exempt obligations (not including "private activity bonds" as defined in Section 141 of the Internal Revenue Code of 1986, as amended) in an aggregate amount in excess of \$10 million during the calendar year in which the Lease commences. The Lease is designated as a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, relating to deductibility of interest by financial institutions.

The motion for the adoption of the foregoing resolution was duly seconded by Member \_\_\_\_\_ and upon roll call vote the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.



May 3, 2017

Board of Education  
ISD #720 – Shakopee Public Schools  
1200 Shakopee Town Square  
Shakopee, MN 55379

Re: ISD #720 – Shakopee Public Schools  
West Junior High School Boiler and Domestic Water Upgrade Project

Dear Board Members:

At 2:00 p.m. on Tuesday, May 2, 2017, we received six (6) bids for the West Junior High Boiler and Domestic Water Upgrade Project. The lowest responsibly submitted bid is within the budgeted dollars for this project. A copy of the bid tabulation is enclosed for your review.

ICS Consulting, Inc. has reviewed the bids received for the above-referenced project. We have contacted the apparent low bidder, Masters Plumbing, and have confirmed that their bid is valid. Our itemized recommendation is as follows:

**Base Bid**

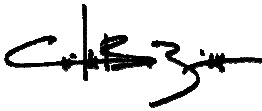
Masters Plumbing – Total Base Bid Amount:	<u>\$ 474,500.00</u>
<b>TOTAL CONTRACT:</b>	<b>\$ 474,500.00</b>

We recommend that the District enter into a contract with Masters Plumbing of Alexandria, Minnesota for the total bid amount of Four Hundred Seventy Four Thousand Five Hundred Dollars and No/Cents (\$474,500.00).

Upon Board action, we will draft a contract reflecting this amount to the Contractor.

Enclosed are copies of the official bid tabulation, bid forms, bid securities, and Masters Plumbing proposed first tier subcontractor list. Please contact us at 763-354-2670 should you have any questions regarding our recommendation.

Regards,



Christopher B. Ziemer, CSI, LEED AP  
Project Manager

CZ/am  
Enclosures

cc: John Bezek, ISD #720  
Mike Burlager, ISD #720  
Kevin Marshal, Wold  
File

**West Junior High Boiler Upgrade**

**BID TABULATIONS**  
**May 2, 2017 @ 2:00 p.m.**

OWNER: ISD #720 - Shakopee Public Schools  
 OWNER'S REPRESENTATIVE: ICS Consulting, Inc.  
 ARCHITECT/ENGINEER: Wold Architects Engineers

**Single Prime**

	<b>BIDDER</b>	<b>BIDDER</b>	<b>BIDDER</b>	<b>BIDDER</b>	<b>BIDDER</b>	<b>BIDDER</b>
	Masters Plumbing Heating & Cooling, LLC 3446 St Hwy 29 N Alexandria, MN 56308 T: 320-852-7065	Ryan Mechanical, Inc. 1547 Hay Creek Valley Rd Red Wing, MN 55066 T: 651-388-1510	Peterson Sheet Metal, Inc. 3728 Bemidji Ave N Bemidji, MN 56601 T: 218-751-4502	Cool Air Mechanical, Inc. 1544 134th Ave NE Ham Lake, MN 55304 T: 763-205-0821	Boiler Services, Inc. 10327 Flanders St NE Blaine, MN 55449 T: 763-784-8178	Klamm Mechanical Contractors, Inc. 12409 County Rd 11 Burnsville, MN 55337 T: 952-890-4868
<b>BID SECURITY</b>	Bond	Bond	Bond	Bond	Bond	Bond
<b>ADDENDA REC'D.</b>	1	1	1	1	1	1
<b>MN RESPONSIBLE CONTRACTOR</b>	X	X	X	No	X	X
<b>BASE BID</b>	\$477,500.00	\$563,100.00	\$605,000.00	\$619,000.00	\$644,000.00	\$681,300.00

SECTION 00 41 13

BID FORM

BID PROPOSAL FOR: WEST JUNIOR HIGH BOILER UPGRADE  
200 10TH AVENUE EAST  
SHAKOPEE, MINNESOTA

BID TO: Independent School District #720  
District Office  
1200 Town Square  
Shakopee, Minnesota 55379

BID FROM: Masters Plumbing Heating & Cooling LLC

We have examined the Contract Documents for the proposed West Junior High Boiler Upgrade as prepared by Wold Architects and Engineers, St. Paul, Minnesota, and the conditions affecting the work.

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda Nos. 1 issued thereto.

1. Accompanying this proposal is a Bid Security for all work, required to be furnished by Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, provided a contract is executed within 30 calendar days, by August 11, 2017 (Phase I – Domestic Water), October 2, 2017 (Phase II – Boiler).
3. I understand the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.

A. Base Bid

1. The Bidder agrees to perform all work including General, Mechanical and Electrical Construction for the Base Bid Sum of:

Four hundred seventy seven thousand Five hundred  
Dollars \$ 477,500.00

B. Responsible Contractor Compliance

1. By signing this bid form, I am an Owner or Officer of the firm name listed on the bid form and I verify under oath that as a Prime Contractor I am in compliance with the Responsible Contractor criteria as defined in Minnesota Statute 16C.285, subd. 3.



SECTION 00 41 15

MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

The undersigned, the Owner or Officer of Masters Plumbing Heating & Cooling (Prime or Sub-Contractor Name) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

1. The contractor:
  - i. Is in compliance with workers' compensation and unemployment insurance requirements;
  - ii. Is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
  - iii. Has a valid federal tax identification number or a valid Social Security number if an individual; and
  - iv. Has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;
  
2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
  - i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
  - ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
  - iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
  - iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
  - v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
  - vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

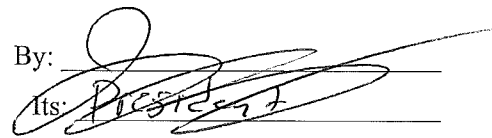
Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;
  
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;
  
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;
  
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses 1 to 6.

Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

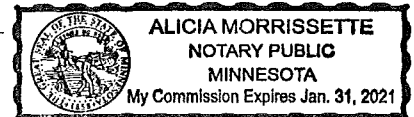
CONTRACTOR OR SUBCONTRACTOR

By:   
Its: President

STATE OF Minnesota)  
COUNTY OF Douglas)<sup>SS.</sup>

Sworn to and subscribed to before me this 2nd day of May, 2017.

Notary Public, Douglas County, State of Minnesota  
My Commission Expires: Jan. 31, 2021



END OF SECTION 00 41 15



**UNITED FIRE & CASUALTY COMPANY 118 Second Avenue SE, PO Box 73909  
Cedar Rapids, Iowa 52407-3909 319-399-5700**

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

**Masters Plumbing Heating And Cooling LLC  
3446 State Hwy 29 N  
Alexandria, MN 56308**

**SURETY:**

*(Name, legal status and principal place of business)*

**United Fire & Casualty Company  
118 Second Avenue SE  
P.O. Box 73909  
Cedar Rapids, Iowa 52407**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**OWNER:**

*(Name, legal status and address)*

**Independent School District #720  
1200 Town Square  
Shakopee, MN 55379**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT: Five Percent of Bid Amount-----(5%)-----**

**PROJECT:**

*(Name, location or address, and Project number, if any)*

**West Junior High Boiler Upgrade  
200 10th Avenue East  
Shakopee, Minnesota**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **2nd** day of **May**, **2017**

Alicia Mommsett  
(Witness)

[Signature]  
(Witness)

Masters Plumbing Heating And Cooling LLC  
(Principal) (Seal)  
Jeremy Tilleskjoer, Pres.  
(Title) UNITED FIRE & CASUALTY COMPANY  
[Signature]  
(Surety) (Seal)  
Attorney in Fact  
(Title) Christina Gresser, Attorney-In-Fact

The language in this document conforms exactly to the language used in AIA Document A310 2010 edition.





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

(original on file at Home Office of Company - See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint MARK A. GRESSER, OR ANITA M. FICKER, OR CHRISTINA GRESSER, OR STACEY GOHL, OR KANDACE J NELLES, ALL INDIVIDUALLY of WAITE PARK MN

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$15,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 1st day of October, 2017 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.



IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of October, 2015

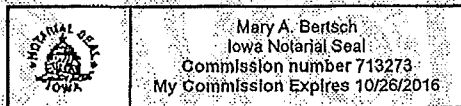
UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann* Vice President

State of Iowa, County of Linn, ss:

On 1st day of October, 2015, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Mary A. Bertsch* Notary Public  
 My commission expires: 10/26/2016

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS; and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have herunto subscribed my name and affixed the corporate seal of the said Corporations this 2nd day of May, 2017.



By: *David A. Lange*  
 Secretary, UF&C  
 Assistant Secretary, UF&I/FPIC

BPOA0045 0115

**ATTACHMENT A-1**

**FIRST-TIER SUBCONTRACTORS LIST**

**SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT**

**PROJECT TITLE:**

**Minn. Stat. §16C.285, Subd. 5:** A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to the execution of a construction contract with each subcontractor.

First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
UHL Company	Maple Grove, MN
Becson Corporation	Fridley, MN
All Mech Insulation	Little Canada, MN
Merit Electric	St. Paul, MN
Mechanics Data Corp	Bloomington, MN

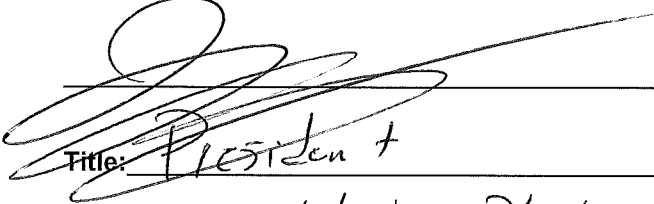
SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

All first-tier subcontractors listed on Attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. §16C.285

Authorized Signature of Owner or Officer:

Printed Name:

  
\_\_\_\_\_

Jeremy Tilleskjoer  
\_\_\_\_\_

Title:

President +  
\_\_\_\_\_

Date:

5-4-17  
\_\_\_\_\_

Company Name:

Masters Plumbing Heating & Cooling LLC  
\_\_\_\_\_

May 3, 2017

Board of Education  
ISD #720 – Shakopee Public Schools  
1200 Shakopee Town Square  
Shakopee, MN 55379

Re: ISD #720 – Shakopee Public Schools  
High School Expansion Low Voltage – Phase I Project

Dear Board Members:

At 2:30 p.m. on Tuesday, May 2, 2017, we received six (6) bids for the High School Expansion Project Low Voltage – Phase I Project. The low bid received did not enclose the required bid bond and as a result they did not submit a responsible bid. The second lowest responsibly submitted bid is within the budgeted dollars for this project. A copy of the bid tabulation is enclosed for your review.

ICS Consulting, Inc. has reviewed the bids received for the above-referenced project. We have contacted the apparent low bidder, TRiCOM Communications, and have confirmed that their bid is valid. Our itemized recommendation is as follows:

**Base Bid**

TRiCOM Communications – Total Base Bid Amount:	<u>\$ 147,637.00</u>
<b>TOTAL CONTRACT:</b>	<b>\$ 147,637.00</b>

We recommend that the District enter into a contract with TRiCOM Communications of Eagan, Minnesota for the total bid amount of One Hundred Forty Seven Thousand Six Hundred Thirty Seven Dollars and No/Cents (\$147,637.00).

Upon Board action, we will draft a contract reflecting this amount to the Contractor.

Enclosed are copies of the official bid tabulation, bid forms, bid securities, and TRiCOM Communications’ proposed first tier subcontractor list. Please contact us at 763-354-2670 should you have any questions regarding our recommendation.

Regards,



Christopher B. Ziemer, CSI, LEED AP  
Project Manager

CZ/am  
Enclosures

cc: John Bezek, ISD #720  
Mike Burlager, ISD #720  
File

Adopted: 1-14-08

MSBA/MASA Model Policy 705

Orig. 1995

Revised: 6-13-16

Rev. 2016

## **705 INVESTMENTS**

### **I. PURPOSE**

The purpose of this policy is to establish guidelines for the investment of school district funds.

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

The policy of this school district is to comply with all state laws relating to investments and to guarantee that investments meet certain primary criteria.

### **III. SCOPE**

This policy applies to all investments of the surplus funds of the school district, regardless of the fund accounts in which they are maintained, unless certain investments are specifically exempted by the school board through formal action.

### **IV. AUTHORITY; OBJECTIVES**

- A. The funds of the school district shall be deposited or invested in accordance with this policy, Minnesota Statute Ch. 118A and any other applicable law or written administrative procedures.
- B. The primary criteria for the investment of the funds of the school district, in priority order, are as follows
  1. Safety and Security. Safety of principal is the first priority. The investments of the school district shall be undertaken in a manner that seeks to ensure the preservation of the capital in the overall investment portfolio.
  2. Liquidity. The funds shall be invested to assure that funds are available to meet immediate payment requirements, including payroll, accounts payable, and debt service.
  3. Return and Yield. The investments shall be managed in a manner to attain a market rate of return through various economic and budgetary cycles, while preserving and protecting the capital in the investment portfolio and taking into account constraints on risk and cash flow requirements.

## **V. DELEGATION OF AUTHORITY**

- A. The Director of Business Services of the school district is designated as the investment officer of the school district and is responsible for investment decisions and activities under the direction of the school board. The investment officer shall operate the school district's investment program consistent with this policy. The investment officer may delegate certain duties to a designee or designees but shall remain responsible for the operation of the program.
- B. All officials and employees that are a part of the investment process shall act professionally and responsibly as custodians of the public trust and shall refrain from personal business activity that could conflict with the investment program or which could reasonably cause others to question the process and integrity of the investment program. The investment officer shall avoid any transaction that could impair public confidence in the school district.

## **VI. STANDARD OF CONDUCT**

The standard of conduct regarding school district investments to be applied by the investment officer shall be the "prudent person standard." Under this standard, the investment officer shall exercise that degree of judgment and care, under the circumstances then prevailing, that persons of prudence, discretion, and intelligence would exercise in the management of their own affairs, investing not for speculation and considering the probable safety of their capital as well as the probable investment return to be derived from their assets. The prudent person standard shall be applied in the context of managing the overall investment portfolio of the school district. The investment officer, acting in accordance with this policy and exercising due diligence, judgment, and care commensurate with the risk, shall not be held personally responsible for a specific security's performance or for market price changes. Deviations from expectations shall be reported in a timely manner and appropriate actions shall be taken to control adverse developments.

## **VII. MONITORING AND ADJUSTING INVESTMENTS**

The investment officer shall routinely monitor existing investments and the contents of the school district's investment portfolio, the available markets, and the relative value of competing investment instruments.

## **VIII. INTERNAL CONTROLS**

The investment officer shall establish a system of internal controls which shall be documented in writing. The internal controls shall be reviewed by the school board and shall be annually reviewed for compliance by the school district's independent auditors. The internal controls shall be designed to prevent and control losses of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions by officers, employees, or others. The internal controls may include, but shall not be limited to, provisions relating to controlling collusion, separating functions, separating transaction authority from accounting and record keeping, custodial safekeeping,

avoiding bearer form securities, clearly delegating authority to applicable staff members, limiting securities losses and remedial action, confirming telephone transactions in writing, supervising and controlling employee actions, minimizing the number of authorized investment officials, and documenting transactions and strategies.

**IX. PERMISSIBLE INVESTMENT INSTRUMENTS**

The school district may invest its available funds in those instruments specified in Minn. Stat. §§ 118A.04 and 118A.05, as these sections may be amended from time to time, or any other law governing the investment of school district funds. The assets of an other postemployment benefits (OPEB) trust or trust account established pursuant to Minn. Stat. § 471.6175 to pay postemployment benefits to employees or officers after their termination of service, with a trust administrator other than the Public Employees Retirement Association, may be invested in instruments authorized under Minn. Stat. Ch. 118A or § 356A.06, Subd. 7. Investment of funds in an OPEB trust account under Minn. Stat. § 356A.06, Subd. 7, as well as the overall asset allocation strategy for OPEB investments, shall be governed by an OPEB Investment Policy Statement (IPS) developed between the investment officer, as designed herein, and the trust administrator. See Appendix A.

**X. PORTFOLIO DIVERSIFICATION; MATURITIES**

- A. Limitations on instruments, diversification, and maturity scheduling shall depend on whether the funds being invested are considered short-term or long-term funds. All funds shall normally be considered short-term except those reserved for building construction projects or specific future projects and any unreserved funds used to provide financial-related managerial flexibility for future fiscal years.
- B. The school district shall diversify its investments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities.
  - 1. The investment officer shall prepare and present a table to the school board for review and approval. The table shall specify the maximum percentage of the school district's investment portfolio that may be invested in a single type of investment instrument, such as U.S. Treasury Obligations, certificates of deposit, repurchase agreements, banker's acceptances, commercial paper, etc. The approved table shall be attached as an exhibit to this policy and shall be incorporated herein by reference.
  - 2. The investment officer shall prepare and present to the school board for its review and approval a recommendation as to the maximum percentage of the total investment portfolio that may be held in any one depository. The approved recommendation shall be attached as an exhibit or part of an exhibit to this policy and shall be incorporated herein by reference.
  - 3. Investment maturities shall be scheduled to coincide with projected school district cash flow needs, taking into account large routine or scheduled

expenditures, as well as anticipated receipt dates of anticipated revenues. Maturities for short-term and long-term investments shall be timed according to anticipated need. Within these parameters, portfolio maturities shall be staggered to avoid undue concentration of assets and a specific maturity sector. The maturities selected shall provide for stability of income and reasonable liquidity.

## **XI. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS**

The school district will use competitive methods in selection of investment instruments.

## **XII. QUALIFIED INSTITUTIONS AND BROKER-DEALERS**

- A. The school district shall maintain a list of the financial institutions that are approved for investment purposes.
- B. Prior to completing an initial transaction with a broker, the school district shall provide to the broker a written statement of investment restrictions which shall include a provision that all future investments are to be made in accordance with Minnesota statutes governing the investment of public funds. The broker must annually acknowledge receipt of the statement of investment restrictions and agree to handle the school district's account in accordance with these restrictions. The school district may not enter into a transaction with a broker until the broker has provided this annual written agreement to the school district. The notification form to be used shall be that prepared by the State Auditor. A copy of this investment policy, including any amendments thereto, shall be provided to each such broker.

## **XIII. SAFEKEEPING AND COLLATERALIZATION**

- A. All investment securities purchased by the school district shall be held in third-party safekeeping by an institution designated as custodial agent. The custodial agent may be any Federal Reserve Bank, any bank authorized under the laws of the United States or any state to exercise corporate trust powers, a primary reporting dealer in United States Government securities to the Federal Reserve Bank of New York, or a securities broker-dealer defined in Minn. Stat. § 118A.06. The institution or dealer shall issue a safekeeping receipt to the school district listing the specific instrument, the name of the issuer, the name in which the security is held, the rate, the maturity, serial numbers and other distinguishing marks, and other pertinent information.
- B. Deposit-type securities shall be collateralized as required by Minn. Stat. § 118A.03 for any amount exceeding FDIC, SAIF, BIF, FCUA, or other federal deposit coverage.
- C. Repurchase agreements shall be secured by the physical delivery or transfer against payment of the collateral securities to a third party or custodial agent for safekeeping. The school district may accept a safekeeping receipt instead of

requiring physical delivery or third-party safekeeping of collateral on overnight repurchase agreements of less than \$1,000,000.

#### **XIV. REPORTING REQUIREMENTS**

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- C. Within ninety (90) days after the end of each fiscal year of the school district, the investment officer shall prepare and submit to the school board a comprehensive annual report on the investment program and investment activity of the school district for that fiscal year. The annual report shall include 12-month and separate quarterly comparisons of return and shall suggest revisions and improvements that might be made in the investment program.
- D. If necessary, the investment officer shall establish systems and procedures to comply with applicable federal laws and regulations governing the investment of bond proceeds and funds in a debt service account for a bond issue. The record keeping system shall be reviewed annually by the independent auditor or by another party contracted or designated to review investments for arbitrage rebate or penalty calculation purposes.

#### **XV. DEPOSITORIES**

The school board shall annually designate one or more official depositories for school district funds. The Treasurer and the Director of Business Services of the school district may also exercise the power of the school board to designate a depository. The school board shall be provided notice of any such designation by its next regular meeting. The school district and the depository shall each comply with the provisions of Minn. Stat. § 118A.03 and any other applicable law, including any provisions relating to designation of a depository, qualifying institutions, depository bonds, and approval, deposit, assignment,

substitution, addition, and withdrawal of collateral.

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The school district may make electronic fund transfers for investments of excess funds upon compliance with Minnesota Statute § 471.38.

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The purpose of this policy is to achieve the following:

1. Document investment objectives, performance expectations and investment guidelines for OPEB Trust assets.
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3. Establish investment guidelines to control overall risk and liquidity.
4. Establish periodic performance reporting requirements that will effectively monitor investment results and ensure that the investment policy is being followed.
5. Comply with all fiduciary, prudence, due diligence and legal requirements for OPEB Trust assets.

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The school board, investment officer, and investment advisor will oversee certain policies and procedures related to the operation and administration of the OPEB Trust. The school board and investment officer will have authority to implement the investment policy and guidelines in the best interest of the OPEB Trust to best satisfy the purposes of the OPEB Trust. In implementing this policy, the school board and investment officer believes it may delegate certain functions to:

1. An investment advisor to assist the school board and investment officer in the investment process and to maintain compliance with this policy. The investment advisor may assist in establishing investment policy, objectives, and guidelines; selecting investment managers; reviewing such managers over time; measuring and evaluating investment performance; and other tasks as deemed appropriate. The investment advisor may also select investment managers with discretion to purchase, sell, or hold specific securities that will be used to meet the OPEB Trust's investment objectives. The investment advisor must be registered with the Securities and Exchange Commission.
2. A custodian to physically maintain possession of securities owned by the OPEB Trust, collect dividend and interest payments, redeem maturing

securities, and effect receipt and delivery following purchases and sales, among other duties. The custodian may also perform regular accounting of all assets owned, purchased, or sold, as well as movement of assets into and out of the OPEB Trust.

3. A trustee, such as a bank trust department to be trustee, to assume fiduciary responsibility for the administration of OPEB Trust assets.
4. Additional specialists such as attorneys, auditors, actuaries, retirement plan consultants, and others to assist the school board and investment officer in meeting its responsibilities and obligations to administer OPEB Trust assets prudently.

### **C. STATEMENT OF INVESTMENT OBJECTIVES**

The investment objectives of the OPEB Trust are as follows:

1. To invest assets of the OPEB Trust in a manner consistent with the following fiduciary standards: (a) all transactions undertaken must be for the sole interest of OPEB Trust beneficiaries and defray reasonable expenses in a prudent manner, and (b) assets are to be diversified in order to minimize the impact of large losses from individual investments.
2. To provide for funding and anticipated withdrawals on a continuing basis for payment of non-pension post-employment benefits and related expenses.
3. To conserve and enhance the value of OPEB Trust assets in real terms through asset appreciation and income generation, while maintaining a moderate investment risk profile.
4. To minimize principal fluctuations over the Time Horizon (as defined below).
5. To achieve a long-term level of return commensurate with contemporary economic conditions and equal to or exceeding the investment objective set forth in this policy under the section labeled "Performance Expectations".

### **D. INVESTMENT GUIDELINES**

#### **1. Time Horizon**

The OPEB Trust's investment objectives are based on a 10-year investment horizon. Interim fluctuations should be viewed with appropriate perspective. The school board has adopted a long-term investment horizon such that the chances and duration of investment losses are carefully weighed against the long-term potential for appreciation of assets.

#### **2. Liquidity and Diversification**

Assets will be invested in longer-term securities. Investments shall be diversified with the intent to minimize the risk of investment losses. Consequently, the total portfolio will be constructed and maintained to provide prudent diversification with regard to the concentration of holdings in individual issues, issuers, countries, governments or industries.

3. Asset Allocation

The school board believes that to achieve the greatest likelihood of meeting the OPEB Trust’s investment objectives and the best balance between risk and return for optimal diversification, the OPEB Trust assets should be allocated into two broad classes called Investment Assets and Liquidity Assets. The Investment Assets will be invested in accordance with the targets for each asset class as follows to achieve an average total annual rate of return that is equal to or greater than the OPEB Trust’s actuarial discount rate as described in the section titled “Performance Expectations”. The Liquidity Assets will be held in cash equivalent investments and used to pay for benefits and OPEB Trust expenses.

**Investment Assets**  
**Enacted: 6/13/16**

Asset Classes	<i>Asset Weightings</i> Range	Target
Domestic Equity	<del>132%</del> - <del>5322%</del>	<del>3317%</del>
International Equity	<del>05%</del> - <del>3715%</del>	<del>1710%</del>
REIT	0% - 5%	<del>01.5%</del>
Inflation Hedge	0% - 5%	<del>01.5%</del>
Fixed Income	<del>350%</del> - <del>790%</del>	<del>5070%</del>
Cash Equivalent	0% - 20%	0%

The investment managers shall have discretion to temporarily invest a portion of the assets in cash equivalents when they deem it appropriate. The investment managers will be evaluated against their peers on the performance of the total funds under their direct management.

4. Rebalancing Philosophy

The asset allocation range established by this policy represents a long-term perspective. As such, rapid unanticipated market shifts or changes in economic conditions may cause the asset mix to fall outside policy ranges. When these divergences occur, the investment advisor will rebalance the asset mix to its appropriate targets and ranges. Similarly, if the cash requirement to handle liquidity needs falls to a level where near-term distributions cannot be met and no contributions are anticipated, the investment advisor will rebalance the fund to its appropriate targets and ranges.

When the investment advisor is notified of new contributions, the investment advisor will review the OPEB Trust allocation and fill the liquidity allocation first and the remaining investment allocations last.

5. Risk Tolerance  
The OPEB Trust will be managed in a style that seeks to minimize principal fluctuations over the established Time Horizon and that is consistent with the OPEB Trust's investment objectives.
6. Performance Expectations  
Over the long-term, a rolling five year period, the performance objective for OPEB Trust assets will be to achieve an average total annual rate of return that is equal to or greater than the OPEB Trust's actuarial discount rate. Additionally, it is expected that the annual rate of return on OPEB Trust assets will be commensurate with the then prevailing investment environment. Measurement of this return expectation will be judged by reviewing returns in the context of industry standard benchmarks, peer universe comparisons for individual investments and blended benchmark comparisons for the OPEB Trust in its entirety.

## **E. SELECTION OF INVESTMENT MANAGERS**

The investment advisor shall prudently select appropriate investment managers to manage the assets of the OPEB Trust. Managers must meet the following criteria:

1. The investment manager must be a bank, insurance company, or investment adviser as defined by the Investment Advisers Act of 1940.
2. The investment manager must not compensate the investment adviser either directly or indirectly.
3. With respect to OPEB Trust assets invested in a mutual fund, the Manager must provide historical quarterly performance data for the mutual fund compliant with Securities and Exchange Commission ("SEC") standards.
4. The investment manager must provide historical quarterly performance data compliant with Global Investment Performance Standards (GIPS<sup>®</sup>), calculated on a time-weighted basis, based on a composite of all fully discretionary accounts of similar investment style and reported net of fees.
5. The investment manager must provide detailed information on history of the firm, key personnel, support personnel, key clients, and fee schedule (including most favored nation clauses). This information can be a copy of a recent Request for Proposal ("RFP") completed by the manager.
6. The investment manager must clearly articulate the investment strategy that will be followed and document that the strategy has been successfully adhered to over time.
7. The investment manager for portfolios other than Pooled Vehicles (see Guidelines for Portfolio Holdings) must confirm that it has received, understands and will adhere to the policy and any manager specific policies by signing a consent form provided to the investment manager prior to investment of OPEB Trust assets.

## **F. GUIDELINES FOR PORTFOLIO HOLDINGS**

The investment advisor shall make every effort to prudently select funds that follow the guidelines listed below.

1. **Pooled Vehicles**  
Every effort shall be made, to the extent practical, prudent and appropriate, to select commingled funds and/or mutual funds that have investment objectives and policies that are consistent with this policy (as outlined in following sub-sections of the “Guidelines for Portfolio Holdings”). However, given the nature of commingled funds and mutual funds, it is recognized that there may be deviations between this policy and the objectives of these pooled vehicles. A commingled fund or mutual fund will not be included in OPEB Trust portfolio unless it complies with the Investment Company Act of 1940’s diversification requirement.
2. **Cash Equivalents**  
Cash equivalents shall be held in funds complying with Rule 2(a)-7 of the Investment Company Act of 1940.
3. **Equities**  
Pooled equity vehicles shall comply with the diversification rules outlined in the Investment Company Act of 1940. No more than 5% of the total stock portfolio valued at market may be invested in the common stock of any one corporation. Ownership of the shares of one company shall not exceed 2% of those outstanding. Not more than 25% of stock valued at market may be held in any one industry category. Other than these constraints, there are no quantitative guidelines suggested as to issues, industry or individual security diversification. However, prudent diversification standards should be developed and maintained by the investment manager(s).

The overall non-U.S. equity allocation should include a diverse global mix that is comprised of the stocks of companies from multiple regions and sectors. The emerging markets exposure as defined by Morgan Stanley Capital International Inc. (“MSCI”) should be limited to 35% of the non-U.S. portion of the portfolio.

4. **Fixed Income**  
Fixed income investments shall be high quality pooled vehicles with a preponderance of the investments in (1) U.S. Treasury, federal agencies and U.S. Government guaranteed obligations, and (2) investment grade corporate issues including convertibles.

Fixed income securities of any one issuer shall not exceed 5% of the total bond portfolio at time of purchase. The 5% limitation does not apply to

issues of the U.S. Treasury or other Federal Agencies. The overall rating of the fixed income assets shall be at least "A", based on the rating of one of the three rating agencies (Fitch, Moody's or Standard & Poor's). In cases where the yield spread adequately compensates for additional risk, securities where two of the three rating agencies (Fitch, Moody's or Standard & Poor's) have average BB- ratings, can be purchased up to a maximum of 10% of total market value of fixed income securities.

Active bond management is encouraged and may require transactions that will temporarily lower the return or change the maturity of the portfolio in anticipation of market changes.

5. REITs  
Real estate assets will be held in pooled vehicles, primarily holding Real Estate Investment Trusts and servicing companies.
6. Inflation Hedge  
Inflation hedging assets will include pooled vehicles holding among other assets: Treasury Inflation Protected Securities ("TIPS"), commodities or commodity contracts, index-linked derivative contracts, the equity of companies in businesses believed to hedge inflation.
7. Prohibited Investments  
The following investments and transactions are not authorized and shall not be purchased: letter stock and other unregistered securities, direct commodities or commodity contracts, short sales, margin transactions, private placements (with the exception of Rule 144A securities), venture capital funds, private equity, or hedge funds. Derivatives, options or futures for the purpose of portfolio leveraging are prohibited. Neither direct real estate equity nor natural resource properties such as oil, gas or timber may be held except by purchase of publicly traded securities or within Pooled Vehicles, except for existing real estate holdings. The purchase of collectibles is also prohibited.
8. Safekeeping  
All securities shall be held by a custodian approved by the school district and in consultation with the investment advisor for safekeeping of OPEB Trust assets. The custodian shall produce statements on a monthly basis, listing the name and value of all assets held, and the dates and nature of all transactions in accordance with the terms in the OPEB Trust Agreement. Assets of the OPEB Trust held as liquidity or investment reserves shall, at all times, be invested in interest-bearing accounts.

## **G. CONTROL PROCEDURES**

1. Review of Investment Objectives  
The investment advisor shall review annually the appropriateness of this policy for achieving the OPEB Trust's stated objectives. It is not expected

that this policy will change frequently. In particular, short-term changes in the financial markets should not require an adjustment in the investment policy.

2. Review of Investment Performance

The investment advisor shall report on a quarterly basis to the school board and/or Investment officer to review the total OPEB Trust investment performance. In addition, the investment advisor will be responsible for keeping the investment officer advised of any material change in investment strategy, investment managers, and other pertinent information potentially affecting performance of the OPEB Trust.

The investment advisor shall compare the investment results on a quarterly basis to appropriate benchmarks, as well as market index returns in both equity and debt markets. Examples of benchmarks and indexes that may be used include the S&P 500 Index for large cap equities, Russell 2000 Index for small cap equities, MSCI Europe, Australia, and Far East Index (EAFE) for international equities, Barclays Capital Aggregate Bond Index for fixed income securities, and the U.S. 91-day T-bill Index for cash equivalents.

3. Voting of Proxies

Investment manager(s) are expected to be aware of corporate provisions that may adversely affect stockholdings, including but not limited to “golden parachutes,” “super majorities,” “poison pills,” “fair price” provisions, staggered boards of directors, and other tactics. Proxies should be vigorously voted with the interest of preserving or enhancing the security’s value.

The investment manager(s) of a commingled funds or mutual fund that holds the assets of the OPEB Trust along with assets of other funds with conflicting proxy voting policies must reconcile the conflicting policies to the extent possible, and, if necessary, to the extent legally permissible, vote the proxies to reflect the policies in proportion to each fund’s interest in the pooled fund.

Adopted: 1-14-08

MSBA/MASA Model Policy 705

Orig. 1995

Revised: 5-8-17

Rev. 2017

## **705 INVESTMENTS**

### **I. PURPOSE**

The purpose of this policy is to establish guidelines for the investment of school district funds.

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

The policy of this school district is to comply with all state laws relating to investments and to guarantee that investments meet certain primary criteria.

### **III. SCOPE**

This policy applies to all investments of the surplus funds of the school district, regardless of the fund accounts in which they are maintained, unless certain investments are specifically exempted by the school board through formal action.

### **IV. AUTHORITY; OBJECTIVES**

- A. The funds of the school district shall be deposited or invested in accordance with this policy, Minnesota Statute Ch. 118A and any other applicable law or written administrative procedures.
- B. The primary criteria for the investment of the funds of the school district, in priority order, are as follows
  1. Safety and Security. Safety of principal is the first priority. The investments of the school district shall be undertaken in a manner that seeks to ensure the preservation of the capital in the overall investment portfolio.
  2. Liquidity. The funds shall be invested to assure that funds are available to meet immediate payment requirements, including payroll, accounts payable, and debt service.
  3. Return and Yield. The investments shall be managed in a manner to attain a market rate of return through various economic and budgetary cycles, while preserving and protecting the capital in the investment portfolio and taking into account constraints on risk and cash flow requirements.

## **V. DELEGATION OF AUTHORITY**

- A. The Director of Business Services of the school district is designated as the investment officer of the school district and is responsible for investment decisions and activities under the direction of the school board. The investment officer shall operate the school district's investment program consistent with this policy. The investment officer may delegate certain duties to a designee or designees but shall remain responsible for the operation of the program.
- B. All officials and employees that are a part of the investment process shall act professionally and responsibly as custodians of the public trust and shall refrain from personal business activity that could conflict with the investment program or which could reasonably cause others to question the process and integrity of the investment program. The investment officer shall avoid any transaction that could impair public confidence in the school district.

## **VI. STANDARD OF CONDUCT**

The standard of conduct regarding school district investments to be applied by the investment officer shall be the "prudent person standard." Under this standard, the investment officer shall exercise that degree of judgment and care, under the circumstances then prevailing, that persons of prudence, discretion, and intelligence would exercise in the management of their own affairs, investing not for speculation and considering the probable safety of their capital as well as the probable investment return to be derived from their assets. The prudent person standard shall be applied in the context of managing the overall investment portfolio of the school district. The investment officer, acting in accordance with this policy and exercising due diligence, judgment, and care commensurate with the risk, shall not be held personally responsible for a specific security's performance or for market price changes. Deviations from expectations shall be reported in a timely manner and appropriate actions shall be taken to control adverse developments.

## **VII. MONITORING AND ADJUSTING INVESTMENTS**

The investment officer shall routinely monitor existing investments and the contents of the school district's investment portfolio, the available markets, and the relative value of competing investment instruments.

## **VIII. INTERNAL CONTROLS**

The investment officer shall establish a system of internal controls which shall be documented in writing. The internal controls shall be reviewed by the school board and shall be annually reviewed for compliance by the school district's independent auditors. The internal controls shall be designed to prevent and control losses of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions by officers, employees, or others. The internal controls may include, but shall not be limited to, provisions relating to controlling collusion, separating functions, separating transaction authority from accounting and record keeping, custodial safekeeping,

avoiding bearer form securities, clearly delegating authority to applicable staff members, limiting securities losses and remedial action, confirming telephone transactions in writing, supervising and controlling employee actions, minimizing the number of authorized investment officials, and documenting transactions and strategies.

## **IX. PERMISSIBLE INVESTMENT INSTRUMENTS**

The school district may invest its available funds in those instruments specified in Minn. Stat. §§ 118A.04 and 118A.05, as these sections may be amended from time to time, or any other law governing the investment of school district funds. The assets of an other postemployment benefits (OPEB) trust or trust account established pursuant to Minn. Stat. § 471.6175 to pay postemployment benefits to employees or officers after their termination of service, with a trust administrator other than the Public Employees Retirement Association, may be invested in instruments authorized under Minn. Stat. Ch. 118A or § 356A.06, Subd. 7. Investment of funds in an OPEB trust account under Minn. Stat. § 356A.06, Subd. 7, as well as the overall asset allocation strategy for OPEB investments, shall be governed by an OPEB Investment Policy Statement (IPS) developed between the investment officer, as designed herein, and the trust administrator. See Appendix A.

## **X. PORTFOLIO DIVERSIFICATION; MATURITIES**

- A. Limitations on instruments, diversification, and maturity scheduling shall depend on whether the funds being invested are considered short-term or long-term funds. All funds shall normally be considered short-term except those reserved for building construction projects or specific future projects and any unreserved funds used to provide financial-related managerial flexibility for future fiscal years.
- B. The school district shall diversify its investments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities.
  - 1. The investment officer shall prepare and present a table to the school board for review and approval. The table shall specify the maximum percentage of the school district's investment portfolio that may be invested in a single type of investment instrument, such as U.S. Treasury Obligations, certificates of deposit, repurchase agreements, banker's acceptances, commercial paper, etc. The approved table shall be attached as an exhibit to this policy and shall be incorporated herein by reference.
  - 2. The investment officer shall prepare and present to the school board for its review and approval a recommendation as to the maximum percentage of the total investment portfolio that may be held in any one depository. The approved recommendation shall be attached as an exhibit or part of an exhibit to this policy and shall be incorporated herein by reference.
  - 3. Investment maturities shall be scheduled to coincide with projected school district cash flow needs, taking into account large routine or scheduled

expenditures, as well as anticipated receipt dates of anticipated revenues. Maturities for short-term and long-term investments shall be timed according to anticipated need. Within these parameters, portfolio maturities shall be staggered to avoid undue concentration of assets and a specific maturity sector. The maturities selected shall provide for stability of income and reasonable liquidity.

## **XI. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS**

The school district will use competitive methods in selection of investment instruments.

## **XII. QUALIFIED INSTITUTIONS AND BROKER-DEALERS**

- A. The school district shall maintain a list of the financial institutions that are approved for investment purposes.
- B. Prior to completing an initial transaction with a broker, the school district shall provide to the broker a written statement of investment restrictions which shall include a provision that all future investments are to be made in accordance with Minnesota statutes governing the investment of public funds. The broker must annually acknowledge receipt of the statement of investment restrictions and agree to handle the school district's account in accordance with these restrictions. The school district may not enter into a transaction with a broker until the broker has provided this annual written agreement to the school district. The notification form to be used shall be that prepared by the State Auditor. A copy of this investment policy, including any amendments thereto, shall be provided to each such broker.

## **XIII. SAFEKEEPING AND COLLATERALIZATION**

- A. All investment securities purchased by the school district shall be held in third-party safekeeping by an institution designated as custodial agent. The custodial agent may be any Federal Reserve Bank, any bank authorized under the laws of the United States or any state to exercise corporate trust powers, a primary reporting dealer in United States Government securities to the Federal Reserve Bank of New York, or a securities broker-dealer defined in Minn. Stat. § 118A.06. The institution or dealer shall issue a safekeeping receipt to the school district listing the specific instrument, the name of the issuer, the name in which the security is held, the rate, the maturity, serial numbers and other distinguishing marks, and other pertinent information.
- B. Deposit-type securities shall be collateralized as required by Minn. Stat. § 118A.03 for any amount exceeding FDIC, SAIF, BIF, FCUA, or other federal deposit coverage.
- C. Repurchase agreements shall be secured by the physical delivery or transfer against payment of the collateral securities to a third party or custodial agent for safekeeping. The school district may accept a safekeeping receipt instead of

requiring physical delivery or third-party safekeeping of collateral on overnight repurchase agreements of less than \$1,000,000.

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### **C. STATEMENT OF INVESTMENT OBJECTIVES**

The investment objectives of the OPEB Trust are as follows:

1. To invest assets of the OPEB Trust in a manner consistent with the following fiduciary standards: (a) all transactions undertaken must be for the sole interest of OPEB Trust beneficiaries and defray reasonable expenses in a prudent manner, and (b) assets are to be diversified in order to minimize the impact of large losses from individual investments.
2. To provide for funding and anticipated withdrawals on a continuing basis for payment of non-pension post-employment benefits and related expenses.
3. To conserve and enhance the value of OPEB Trust assets in real terms through asset appreciation and income generation, while maintaining a moderate investment risk profile.
4. To minimize principal fluctuations over the Time Horizon (as defined below).
5. To achieve a long-term level of return commensurate with contemporary economic conditions and equal to or exceeding the investment objective set forth in this policy under the section labeled "Performance Expectations".

### **D. INVESTMENT GUIDELINES**

#### **1. Time Horizon**

The OPEB Trust's investment objectives are based on a 10-year investment horizon. Interim fluctuations should be viewed with appropriate perspective. The school board has adopted a long-term investment horizon such that the chances and duration of investment losses are carefully weighed against the long-term potential for appreciation of assets.

#### **2. Liquidity and Diversification**

Assets will be invested in longer-term securities. Investments shall be diversified with the intent to minimize the risk of investment losses. Consequently, the total portfolio will be constructed and maintained to provide prudent diversification with regard to the concentration of holdings in individual issues, issuers, countries, governments or industries.

3. Asset Allocation

The school board believes that to achieve the greatest likelihood of meeting the OPEB Trust’s investment objectives and the best balance between risk and return for optimal diversification, the OPEB Trust assets should be allocated into two broad classes called Investment Assets and Liquidity Assets. The Investment Assets will be invested in accordance with the targets for each asset class as follows to achieve an average total annual rate of return that is equal to or greater than the OPEB Trust’s actuarial discount rate as described in the section titled “Performance Expectations”. The Liquidity Assets will be held in cash equivalent investments and used to pay for benefits and OPEB Trust expenses.

**Investment Assets**  
**Enacted: 6/13/16**

<b>Asset Classes</b>	<b>Asset Weightings Range</b>	<b>Target</b>
Domestic Equity	13% - 53%	33%
International Equity	0% - 37%	17%
REIT	0% - 5%	0%
Inflation Hedge	0% - 5%	0%
Fixed Income	30% - 70%	50%
Cash Equivalent	0% - 20%	0%

The investment managers shall have discretion to temporarily invest a portion of the assets in cash equivalents when they deem it appropriate. The investment managers will be evaluated against their peers on the performance of the total funds under their direct management.

4. Rebalancing Philosophy

The asset allocation range established by this policy represents a long-term perspective. As such, rapid unanticipated market shifts or changes in economic conditions may cause the asset mix to fall outside policy ranges. When these divergences occur, the investment advisor will rebalance the asset mix to its appropriate targets and ranges. Similarly, if the cash requirement to handle liquidity needs falls to a level where near-term distributions cannot be met and no contributions are anticipated, the investment advisor will rebalance the fund to its appropriate targets and ranges.

When the investment advisor is notified of new contributions, the investment advisor will review the OPEB Trust allocation and fill the liquidity allocation first and the remaining investment allocations last.

5. Risk Tolerance

The OPEB Trust will be managed in a style that seeks to minimize principal fluctuations over the established Time Horizon and that is consistent with the OPEB Trust's investment objectives.

6. Performance Expectations

Over the long-term, a rolling five year period, the performance objective for OPEB Trust assets will be to achieve an average total annual rate of return that is equal to or greater than the OPEB Trust's actuarial discount rate. Additionally, it is expected that the annual rate of return on OPEB Trust assets will be commensurate with the then prevailing investment environment. Measurement of this return expectation will be judged by reviewing returns in the context of industry standard benchmarks, peer universe comparisons for individual investments and blended benchmark comparisons for the OPEB Trust in its entirety.

**E. SELECTION OF INVESTMENT MANAGERS**

The investment advisor shall prudently select appropriate investment managers to manage the assets of the OPEB Trust. Managers must meet the following criteria:

1. The investment manager must be a bank, insurance company, or investment adviser as defined by the Investment Advisers Act of 1940.
2. The investment manager must not compensate the investment adviser either directly or indirectly.
3. With respect to OPEB Trust assets invested in a mutual fund, the Manager must provide historical quarterly performance data for the mutual fund compliant with Securities and Exchange Commission ("SEC") standards.
4. The investment manager must provide historical quarterly performance data compliant with Global Investment Performance Standards (GIPS<sup>®</sup>), calculated on a time-weighted basis, based on a composite of all fully discretionary accounts of similar investment style and reported net of fees.
5. The investment manager must provide detailed information on history of the firm, key personnel, support personnel, key clients, and fee schedule (including most favored nation clauses). This information can be a copy of a recent Request for Proposal ("RFP") completed by the manager.
6. The investment manager must clearly articulate the investment strategy that will be followed and document that the strategy has been successfully adhered to over time.
7. The investment manager for portfolios other than Pooled Vehicles (see Guidelines for Portfolio Holdings) must confirm that it has received, understands and will adhere to the policy and any manager specific policies by signing a consent form provided to the investment manager prior to investment of OPEB Trust assets.

## **F. GUIDELINES FOR PORTFOLIO HOLDINGS**

The investment advisor shall make every effort to prudently select funds that follow the guidelines listed below.

1. **Pooled Vehicles**  
Every effort shall be made, to the extent practical, prudent and appropriate, to select commingled funds and/or mutual funds that have investment objectives and policies that are consistent with this policy (as outlined in following sub-sections of the “Guidelines for Portfolio Holdings”). However, given the nature of commingled funds and mutual funds, it is recognized that there may be deviations between this policy and the objectives of these pooled vehicles. A commingled fund or mutual fund will not be included in OPEB Trust portfolio unless it complies with the Investment Company Act of 1940’s diversification requirement.
2. **Cash Equivalents**  
Cash equivalents shall be held in funds complying with Rule 2(a)-7 of the Investment Company Act of 1940.
3. **Equities**  
Pooled equity vehicles shall comply with the diversification rules outlined in the Investment Company Act of 1940. No more than 5% of the total stock portfolio valued at market may be invested in the common stock of any one corporation. Ownership of the shares of one company shall not exceed 2% of those outstanding. Not more than 25% of stock valued at market may be held in any one industry category. Other than these constraints, there are no quantitative guidelines suggested as to issues, industry or individual security diversification. However, prudent diversification standards should be developed and maintained by the investment manager(s).

The overall non-U.S. equity allocation should include a diverse global mix that is comprised of the stocks of companies from multiple regions and sectors. The emerging markets exposure as defined by Morgan Stanley Capital International Inc. (“MSCI”) should be limited to 35% of the non-U.S. portion of the portfolio.

4. **Fixed Income**  
Fixed income investments shall be high quality pooled vehicles with a preponderance of the investments in (1) U.S. Treasury, federal agencies and U.S. Government guaranteed obligations, and (2) investment grade corporate issues including convertibles.

Fixed income securities of any one issuer shall not exceed 5% of the total bond portfolio at time of purchase. The 5% limitation does not apply to

issues of the U.S. Treasury or other Federal Agencies. The overall rating of the fixed income assets shall be at least "A", based on the rating of one of the three rating agencies (Fitch, Moody's or Standard & Poor's). In cases where the yield spread adequately compensates for additional risk, securities where two of the three rating agencies (Fitch, Moody's or Standard & Poor's) have average BB- ratings, can be purchased up to a maximum of 10% of total market value of fixed income securities.

Active bond management is encouraged and may require transactions that will temporarily lower the return or change the maturity of the portfolio in anticipation of market changes.

5. REITs  
Real estate assets will be held in pooled vehicles, primarily holding Real Estate Investment Trusts and servicing companies.
6. Inflation Hedge  
Inflation hedging assets will include pooled vehicles holding among other assets: Treasury Inflation Protected Securities ("TIPS"), commodities or commodity contracts, index-linked derivative contracts, the equity of companies in businesses believed to hedge inflation.
7. Prohibited Investments  
The following investments and transactions are not authorized and shall not be purchased: letter stock and other unregistered securities, direct commodities or commodity contracts, short sales, margin transactions, private placements (with the exception of Rule 144A securities), venture capital funds, private equity, or hedge funds. Derivatives, options or futures for the purpose of portfolio leveraging are prohibited. Neither direct real estate equity nor natural resource properties such as oil, gas or timber may be held except by purchase of publicly traded securities or within Pooled Vehicles, except for existing real estate holdings. The purchase of collectibles is also prohibited.
8. Safekeeping  
All securities shall be held by a custodian approved by the school district and in consultation with the investment advisor for safekeeping of OPEB Trust assets. The custodian shall produce statements on a monthly basis, listing the name and value of all assets held, and the dates and nature of all transactions in accordance with the terms in the OPEB Trust Agreement. Assets of the OPEB Trust held as liquidity or investment reserves shall, at all times, be invested in interest-bearing accounts.

## **G. CONTROL PROCEDURES**

1. Review of Investment Objectives  
The investment advisor shall review annually the appropriateness of this policy for achieving the OPEB Trust's stated objectives. It is not expected

that this policy will change frequently. In particular, short-term changes in the financial markets should not require an adjustment in the investment policy.

2. Review of Investment Performance

The investment advisor shall report on a quarterly basis to the school board and/or Investment officer to review the total OPEB Trust investment performance. In addition, the investment advisor will be responsible for keeping the investment officer advised of any material change in investment strategy, investment managers, and other pertinent information potentially affecting performance of the OPEB Trust.

The investment advisor shall compare the investment results on a quarterly basis to appropriate benchmarks, as well as market index returns in both equity and debt markets. Examples of benchmarks and indexes that may be used include the S&P 500 Index for large cap equities, Russell 2000 Index for small cap equities, MSCI Europe, Australia, and Far East Index (EAFE) for international equities, Barclays Capital Aggregate Bond Index for fixed income securities, and the U.S. 91-day T-bill Index for cash equivalents.

3. Voting of Proxies

Investment manager(s) are expected to be aware of corporate provisions that may adversely affect stockholdings, including but not limited to “golden parachutes,” “super majorities,” “poison pills,” “fair price” provisions, staggered boards of directors, and other tactics. Proxies should be vigorously voted with the interest of preserving or enhancing the security’s value.

The investment manager(s) of a commingled funds or mutual fund that holds the assets of the OPEB Trust along with assets of other funds with conflicting proxy voting policies must reconcile the conflicting policies to the extent possible, and, if necessary, to the extent legally permissible, vote the proxies to reflect the policies in proportion to each fund’s interest in the pooled fund.



# Revised Budget – Fiscal Year 2017

May 8, 2017

# Budget Update

- Projected shortfall:  $-\$4,500,000$
- Budget revisions implemented:  $\$3,869,368$ 
  - Revenue sources: enrollment, anticipated land sale
    - $\sim \$650,000$
  - Expense reductions and reallocations: technology, T&L, PD, supplies, capital, equity, other, etc.
    - $\sim \$3,200,000$
- Net impact to Unassigned Fund Balance:  $-\$513k$ 
  - Anticipated improved yr end balance of  $\sim \$300k$



						June 30, 2017	Net Inc /
<b>General Fund - 01</b>	<b>July 1, 2016</b>	<b>Revenues</b>	<b>Expenditures</b>	<b>Transfers</b>	<b>Proj. Balance</b>		<b>or Dec</b>
<b>Unassigned - 422</b>	2,538,267	75,689,529	75,414,045	(788,679)	2,025,072		(513,195)
	2.82%				2.20%		
<b>Restricted</b>	(132,817)	15,670,996	16,656,122	788,679	(329,264)		(196,447)
(Op Capital, Cap Proj. Levy, LTFM)							
<b>Non Spendable</b>	115,556	-	-		115,556		-
<b>Total General Fund</b>	<b>2,521,006</b>	<b>91,360,525</b>	<b>92,070,167</b>	<b>-</b>	<b>1,811,364</b>		<b>(709,642)</b>



					June 30, 2017	Net Inc /
<b><i>Food Service (02)</i></b>	<b>July 1, 2016</b>	<b>Revenues</b>	<b>Expenditures</b>	<b>Proj. Balance</b>		<b>or Dec</b>
<b>Restricted - 464</b>	644,196	4,600,000	4,700,000	544,196		(100,000)
<b>Non Spendable</b>	29,846	-	-	29,846		-
<b>Total Food service</b>	674,042	4,600,000	4,700,000	574,042		(100,000)
<b><i>Community Ed (04)</i></b>						
<b>Restricted - 464</b>	-	181,394	181,394	-		-
<b>Reserved Fund Balances</b>						
<b>Community Education - 431</b>	(17,869)	982,798	981,987	(17,058)		811
<b>ECFE - 432</b>	55,576	599,275	597,805	57,046		1,470
<b>School Readiness - 444</b>	62,665	836,533	838,814	60,384		(2,281)
<b>Total Community Education</b>	100,372	2,600,000	2,600,000	100,372		-



						June 30, 2017	Net Inc /
<b>Construction Fund (06)</b>		July 1, 2016	Revenues	Expenditures	Proj. Balance	or Dec	
<b>Restricted - 464</b>		100,430,143	450,000	48,400,000	52,480,143	(47,950,000)	
<b>Non Spendable</b>		77,687	-	-	77,687	-	
<b>Total Construction Fund</b>		100,507,830	450,000	48,400,000	52,557,830	(47,950,000)	



				July 1, 2016	Revenues	Expenditures	June 30, 2017 Proj. Balance	Net Inc / or Dec
<b>Debt Service (07)</b>								
Restricted - 464				2,081,637	20,265,000	19,270,000	3,076,637	995,000
Bond Refunding - 425				17,997,615	-	-	17,997,615	-
<b>Total Debt Service</b>				20,079,252	20,265,000	19,270,000	21,074,252	995,000
<b>Trust (08)</b>								
Restricted - 464				27,493	2,000	10,000	19,493	(8,000)
<b>Internal Service (20)</b>								
Restricted - 464				97,633	-	-	97,633	-
<b>OPEB Irrevocable Trust (45)</b>								
Restricted - 464				4,633,266	150,000	315,000	4,468,266	(165,000)



# Budget Totals

					June 30, 2017	Net Inc /	
			July 1, 2016	Revenues	Expenditures	Proj. Balance	or Dec
<b>Total Budget</b>							
<b>Grand Total</b>			128,640,894	119,427,525	167,365,167	80,703,252	(47,937,642)

# APPENDIX

# Budget Revisions

- Chargeback of General Fund Administrative and Support costs to Food Service, Community Ed and the Construction Fund - \$1,420,000
- Increased Projected Enrollment – \$349,338
- Technology reduction allowing tech support staff to be funded by Capital Projects Levy - \$200,000
- Teaching & Learning Capital reduction - \$250,000
- Teaching & Learning Oper. reduction - \$140,000

## Budget Revisions – Cont'd

- Building PD, Capital and Compensatory - \$220,000
- OPEB Draw not originally Budgeted - \$315,000
- Sale of Land - \$300,000
- Use of Federal Carryover Funds
  - Special Ed Tuition - \$175,000
  - Title I & II - \$205,000
- District Supplies - \$40,000
- Equity Reduction - \$105,000
- Other (OT, Communications, HR para lead, Advertising, - \$150,000
- Total Budget Revisions = \$3,869,368

Approved ~~XXXXXX~~ May 8, 2017

**Operating Guidelines  
for  
SHAKOPEE SCHOOL DISTRICT 720  
Citizen’s Financial Advisory Committee**

**Section I: NAME**

The name of this organization shall be the Shakopee School District Citizen’s Financial Advisory Committee.

**Section II: PURPOSE**

- A. The purpose of the Citizen’s Financial Advisory Committee is to provide technical expertise, advice, recommendations and support to the Shakopee School Board and district leadership in evaluating, guiding and improving the overall fiscal condition of the district.
- B. The Committee will periodically review a mix of financial materials including, but not limited to: revenue and expense projections for current and future fiscal budget years; various district fund balances, targets and allocations; restricted investment balances and strategies for district funds; fiscal audits of district financial and accounting practices; and a variety of related educational financial resources such as state funding formulas, enrollment projections, annual levy projections, etc.
- C. This Committee is accountable to the Shakopee School Board.

**Section III: POLICIES**

- A. This Committee shall be nondiscriminatory in regard to race, color, family status, creed, religion, national origin and sex. The Committee shall be noncommercial and nonpartisan. Attempts will be made to have Committee membership reflect the demographic profile of the Shakopee School District.
- B. No paid employee of Shakopee Public Schools is eligible to be appointed as a member of the Committee. Persons currently under contract with or employed by a contractor of the District may be excluded from appointment at the discretion of the School Board.
- C. All Committee reports, findings, and recommendations are available to the public.
- D. The Committee will work within state statutes and school district policy.

**Section IV: MEMBERSHIP**

- A. Members shall be appointed to the Shakopee School District Citizen’s Financial Advisory Committee through Board appointment. Community members are expected to have a strong background in related fields such as finance, accounting, auditing, economics, or public school finance and/or education.
- B. Members must be residents within the Shakopee School District boundaries. Past, current or future children attendance in the district is not required, but considered beneficial.
- C. An application and selection process will identify qualified Community candidates. The Superintendent or designee Board Finance Committee will provide a list of recommended candidates to the Board.

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D. Members will be appointed and their term will commence at the first Committee meeting of each fiscal year. Appointments or replacements made after the first Committee meeting of each fiscal year are dated retroactive to the start of that fiscal year.

E. Committee membership will be represented by the following positions:

1. Five (5) citizens with an appropriate background (see Section IV A)
2. Board Treasurer
3. Board Representative
4. Director of Finance and Operations
5. Superintendent
6. Executive Director of Administrative Services
7. Ad hoc attendees (i.e., subject matter experts, consultants, etc.) will be allowed as needed

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F. The Community members' term of appointment to the Citizen's Financial Advisory Committee will be for three years, with a maximum of two consecutive three-year terms.

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G. Any member missing three Citizen's Financial Advisory Committee meetings, within a fiscal year, will be contacted by the Director of Finance and Operations to discuss the expected commitment of the member to the Citizen's Financial Advisory Committee. In the event that the member gives up their appointment, a new individual will be sought to fill the position, according to Section IV A.

Commented [RB1]: To avoid unnecessary confusion, I propose to leave the rotation concept unstated and let the Committee address this as needed should rotation on/off become an issue.

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**Section VI: MEETINGS**

- A. All Committee meetings shall be scheduled, organized and facilitated by the district Director of Finance and Operations. This shall include establishing an agenda, capturing meeting minutes, and bringing forward any feedback or recommendations from the Committee to the Board.
- B. The Committee is expected to meet once quarterly, on a weekday evening, with the duration dictated by the agenda. Additional meetings may be held as needed and agreed upon by the Committee. Members shall be provided with at least a two-week notice of meetings (preferably longer).
- C. All meetings of the Citizen's Financial Advisory Committee shall be open to the public. Meeting summaries and Committee recommendations will be available upon request.

**Section VII: EXPECTATIONS**

A. District staff responsibilities include:

1. Orient and educate new Committee members.
2. Develop and distribute an agenda and meeting materials to all members prior to all meetings.
3. Prepare and maintain minutes of the meetings or other records.
4. Ensure the Committee's work complements the District's mission and goals.
5. Coordinate and provide information on School Board agenda items or actions that are of interest to the Committee.
6. Provide information on Committee activities to the School Board.
7. Research and provide background information and analysis on issues under consideration by the Committee.

Commented [RB2]: SJ additions included; some items B thru G reordered.

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- 8. Provide administrative assistance such as preparing Committee correspondence and reports.
- 9. Provide public notice of regular and special meetings.
- 10. Support Committee in maintenance or modification of these Operating Guidelines.

B. Members are expected to provide advice and recommendations in the best interest of the district and its educational mission, leaving any and all personal or professional conflicts aside.

C. It is the intent of the Board that the Committee reach consensus on any recommendation(s) made to the Board.

D. All members are expected to get to know fellow Committee members and seek to build a working relationship that contributes to consensus.

E. Members will show respect and tolerance for differing views and opinions.

F. Members will prepare for each meeting by reviewing contents of agenda materials prior to each meeting.

G. Members are expected to develop an adequate understanding of district operations and objectives in order to provide appropriate feedback and recommendations to the Board on financial matters.

H. Members are expected to notify the District Office if unable to attend.

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**Operating Guidelines  
for  
SHAKOPEE SCHOOL DISTRICT 720  
Citizens' Financial Advisory Committee**

**Section I: NAME**

The name of this organization shall be the Shakopee School District Citizens' Financial Advisory Committee.

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- A. The purpose of the Citizens' Financial Advisory Committee is to provide technical expertise, advice, recommendations and support to the Shakopee School Board and district leadership in evaluating, guiding and improving the overall fiscal condition of the district.
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  - 4. Director of Finance and Operations
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  - 3. Prepare and maintain minutes of the meetings or other records.
  - 4. Ensure the Committee's work complements the District's mission and goals.
  - 5. Coordinate and provide information on School Board agenda items or actions that are of interest to the Committee.
  - 6. Provide information on Committee activities to the School Board.
  - 7. Research and provide background information and analysis on issues under consideration by the Committee.

8. Provide administrative assistance such as preparing Committee correspondence and reports.
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  10. Support Committee in maintenance or modification of these Operating Guidelines.
- 
- B. Members are expected to provide advice and recommendations in the best interest of the district and its educational mission, leaving any and all personal or professional conflicts aside.
  - C. It is the intent of the Board that the Committee reach consensus on any recommendation(s) made to the Board.
  - D. All members are expected to get to know fellow Committee members and seek to build a working relationship that contributes to consensus.
  - E. Members will show respect and tolerance for differing views and opinions.
  - F. Members will prepare for each meeting by reviewing contents of agenda materials prior to each meeting.
  - G. Members are expected to develop an adequate understanding of district operations and objectives in order to provide appropriate feedback and recommendations to the Board on financial matters.
  - H. Members are expected to notify the District Office if unable to attend.

2017 CFAC Membership Application Link:

<https://goo.gl/forms/bCCGfZs6k6ZcSQgo1>



## Shakopee Public Schools Digital Learning Student Handbook Agreement

Our goal in Shakopee Public Schools is to help students demonstrate digital responsibility, technological awareness and the ability to use technology to create, research, communicate and produce in the academic and professional setting. The goal of our digital initiative is to ~~foster~~ **create** engaging curriculum, dynamic learning environments and students who are better prepared for the world beyond our school doors; it is not about the device, but rather how to use the device in education.

### Shakopee Schools Expectations for Student Digital Learning:

1. Use technology to access and produce information
2. Use technology to collaborate and communicate with others
3. Use technology to craft, refine and publish content to a wider audience
4. Use technology to create and innovate
1. Engaging and relevant learning experiences and development of life skills
2. Learning experiences that encourage cooperation, collaboration, and innovation
3. Use emerging technology to create, research, communicate and produce academically sound products
4. Demonstrate respect, self-control, ethical behavior and empathy as classmates and members of our communities
5. Being responsible citizens in our schools and communities, as well as the digital world

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### Expectations for Responsible Digital Citizenship:

Being a responsible citizen in our schools, communities and the digital world requires responsibilities adapted for a changing world. We embrace the following conditions of being a digital citizen:

- ❖ *Respect yourself.* I will select names that are appropriate. I will carefully consider the information and images I post online. I will not post personal information about my life, experiences, experimentation, or relationships. I will not be obscene.
- ❖ *Protect yourself.* I will ensure that the information I post online will not put me at risk. I will not publish details about myself, my contact information, or a schedule of my activities. I will report any attacks or inappropriate behavior directed at me. I will protect passwords, accounts, and resources.
- ❖ *Respect others.* I will show respect to others. I will not use technology to bully, harass, tease, or stalk other people. I will show respect for others through my choice of websites. I will not visit sites or display images that are inappropriate or disrespectful. I will not abuse my rights of access.
- ❖ *Protect others.* I will protect others by reporting abuse and not forwarding inappropriate or hurtful materials or communications and not visiting sites that are inappropriate or disrespectful.
- ❖ *Respect & protect intellectual property.* I will suitably use and cite any and all content (websites, books, media, etc.) according to copyright or creative commons licensing. I will request to use the software and media that others produce.

Access to Shakopee Schools' owned technology is a privilege and not a right. At any point access to devices, internet and the like can be revoked.

**Student Digital Responsibility includes, but is not limited to:**

**Board Policy**

Consent to the digital device agreement also includes adherence to Board Policy 524: Internet Acceptable Use and Safety Policy. In instances where the student has put his/her own safety or the safety of others at risk (i.e. sexting or bullying), digital learning device privileges will be revoked immediately.

**Accessing/Posting Inappropriate Material**

Accessing, submitting, posting, publishing, forwarding, downloading, scanning or displaying materials (including photos of students and staff) that are defamatory, abusive, obscene, vulgar, sexually explicit, sexually suggestive, threatening, discriminatory, harassing and/or illegal is a violation of this agreement.

**Personal Safety**

Do not send any message that includes your personal information such as: home address, personal phone numbers and/or last name for yourself or any other person. Do not send information regarding your schedule (where you are/will be, times, dates, etc).

**Password Protection**

~~The student or family should secure the digital learning device with a passcode and it is the responsibility of the student and family to remember the passcode. Digital learning devices with forgotten or lost passcodes will be reset to the district default image. Never share your passcode, steal or use another person's passcode.~~

**Privacy**

**Students and families need to know that files stored on school computers (including digital learning devices) are not private.** Network and Internet access is provided as a tool for educational purposes only. Shakopee Public Schools has the right to monitor, inspect, copy, review, and store at any time, without prior notice, any and all usage of the computer network and Internet access including transmitted and received information. All ~~information~~ files are the property of ISD 720 and no user shall have any expectations of privacy regarding such files. Students may be selected, at any time, to provide their digital learning device for inspection.

**Password Protection**

The student or family should secure the digital learning device with a passcode and it is the responsibility of the student and family to remember the passcode. Never share your passcode, steal or use another person's passcode.

**Online Etiquette**

Follow the guidelines of accepted behaviors within the Shakopee Guidelines for Secondary Student Behavioral Expectations handbook. Students must follow the policies outlined in that document at all times. Do not use technology, including this device to make, distribute or redistribute jokes, stories, to bully anyone, or pass along obscene material or material which is based on slurs or stereotypes relating to race, gender, ethnicity, nationality, religion or sexual orientation.

**Blogging and/or Podcasting**

Use of blogs, podcasts, emails, texting, social media or other Web 2.0 tools are considered an extension of the classroom. Expectations for behavior and on-line etiquette will apply regardless of the tools being used

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~~or the setting in which speech takes place. Whether at home, or in school, any speech that is considered inappropriate in the classroom is also inappropriate in all uses of blogs, podcasts or other Web 2.0 tools.~~

### **Plagiarism/Copyright/Licensing**

Plagiarism is the act of representing or using someone else's words or ideas as your own. Students are required to give proper credit to all Internet sources used in academic assignments, whether quoted, paraphrased, or summarized. This includes all forms of media on the Internet, such as graphics, movies, music and text. ~~Plagiarism of Internet resources will be treated in the same manner as any other incidences of plagiarism, as stated in your school's handbook. In addition,~~ Students must adhere to the copyright laws of the United States (P.L 94-553) and the Congressional Guidelines that delineate it regarding software, authorship and copying information. All students should also adhere to the Creative Commons licenses where the author/artist denotes what media may be shared, remixed or reused.

### **Proxies**

~~The use of anonymous proxies to get around content filtering is strictly prohibited and is a direct violation of this agreement.~~

### **Accessing/Posting Inappropriate Material**

~~Accessing, submitting, posting, publishing, forwarding, downloading, scanning or displaying materials (including photos of students and staff) that are defamatory, abusive, obscene, vulgar, sexually explicit, sexually suggestive, threatening, discriminatory, harassing and/or illegal is a violation of this agreement.~~

### **Photos and Video**

Students ~~should are not to~~ take pictures or videos of staff or students ~~without only with~~ staff permission. Any student use of cameras in Shakopee Schools should be part of a class or club activity. ~~Unapproved camera use is a violation of this agreement.~~

### **Malicious Use/Vandalism**

Any malicious use, disruption or harm to the school unit's technology, networks and Internet services, including but not limited to hacking activities and creation/uploading of computer viruses, is a violation of this agreement. No student shall obtain or try to obtain other students' accounts, files, and/or data. Students are NOT to manipulate the operating system or remove or attempt to remove or circumvent the management system installed on each digital learning device. Using or possessing hacking software is a violation of this agreement. Students who attempt to hack or "jailbreak" any Shakopee Schools digital learning device will be in violation of this agreement. ~~The use of anonymous proxies to get around content filtering is strictly prohibited.~~

### **Classroom Expectations**

**Failure to follow teacher direction in regards to the use of devices/tools/websites during class is a violation of this agreement.** If students leave their digital learning device at home they are responsible for getting the coursework completed as if they had their digital learning device present.

### **Student Discipline**

If a student violates any part of the above policy, he/she will be subject to disciplinary action. The disciplinary action for a violation will range from the student needing to check his or her digital learning device in and out of school each day for a period of time, to having all digital learning device privileges revoked. The student

may also be subject to other disciplinary action as outlined in the Shakopee Guidelines for Secondary Student Behavioral Expectations handbook.

### **Tech Support**

If technical difficulties arise with a digital learning device, or ~~non-conforming-inappropriate~~ content is discovered, the device ~~will~~ may be restored by Tech staff. If the Technology staff needs to restore the digital learning device, the District is not responsible for the loss of content put on the device by the student.

### Information Regarding Digital Learning Devices in Shakopee Public Schools

#### **Digital Learning Device General Precautions**

- The digital learning device is Shakopee Schools' property.
- The digital learning device must remain free of any writing, drawing, stickers, or labels that are not issued and placed onto the device by ISD 720 staff.
- Cords and cables must be inserted carefully into the device to prevent damage.
- Never expose a device to extreme temperatures, direct sunlight, or prolonged periods of time in rooms that are not at a normal room temperature.
- Digital learning devices must be kept in a secure location at all times; it is the student's responsibility to know where their device is at all times. ~~Do NOT leave unsupervised, or lend to friends or family members outside of your home.~~ During classes or lunch periods when the device is not needed, place the device in your locker or in a locked classroom. DO NOT SHARE YOUR LOCKER COMBINATION WITH ANYONE. Do NOT place your device on the BOTTOM of your locker, but rather on top of all other materials.
- The use of or access to the digital learning device in any unauthorized area (i.e. locker rooms, restrooms) is prohibited.
- If your digital learning device is either lost or stolen students should report that information to the front office as soon as possible. The digital learning devices contain software that can be activated to track and possibly recover missing devices. This software needs to be activated by the student/family. The District will coordinate with law enforcement to track missing or lost devices in partnership with the student/family. Ultimately, the family is responsible for any lost or stolen device if unrecovered or damaged.

#### **Device Cases: Transporting To & From School**

~~Acknowledging the importance of a protective case for the device, Shakopee Schools provides a protective case for iPads and a padded bag for transporting MacBooks. invested in purchasing protective cases for all of the devices. Learning devices need to be in the Shakopee Public Schools issued protective case.~~

- ~~The device iPads~~ should ALWAYS be in ~~the its~~ protective case.
- ~~MacBooks should be stored and transported in the provided bag.~~
- The device should be charged using the charger provided (Shakopee Public Schools provides a charger) and brought to school ready to use each day.
- Do NOT place your device in a book bag that contains food, liquids, heavy or sharp objects.

#### **Digital Learning Device Screen & Cleaning**

- The screens are sensitive to pressure and therefore can be damaged; they are scratch *resistant*, not scratch proof.
- The screens are made of glass and can either break or shatter.
- Do NOT use liquids to clean the device. This includes, but is not limited to: window cleaners, household cleaners, aerosol sprays, solvents, alcohol, ammonia, or abrasives.
- PLEASE USE: A soft, dry cloth or anti-static cloth.

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### Digital Learning Device ~~Care~~Maintenance

- ~~Never leave a device unattended. It is your responsibility to keep your device stored in a safe, secure, temperature appropriate space.~~
- Do NOT attempt to try to repair the internal workings of any digital learning device yourself.
- If your device is not working take your device to the Media Center/[Learning Commons](#) as soon as possible and have a Shakopee technology support specialist examine it. If your device needs to be worked on for an extended period of time, you will be issued a temporary device until yours is working properly. For cases of hardware failure or accidental damage, a loaner will be provided for the student throughout the repair/replacement process. ~~There may be a delay if there are no more loaners available.~~
- Each digital learning device has identifying labels, which must not be removed or altered in any fashion.

### Earphones and Audio

Shakopee Public Schools ~~did not purchase~~does not provide earphones. If a student wishes to purchase his/her own earphones then:

- Earphones shall not be used within or on school property unless a teacher specifically requests or allows students to do so.
- If allowed to use earphones, the appropriate level is when only the person wearing the earphones can hear the sound.
- Sound must be muted at all time unless permission is obtained from the teacher for instructional purposes.

### Storing Documents

There will be limited storage on the device and academic files take priority over personal. Several backup options exist to cloud storage or personal computers. Students should backup their files. The District is not responsible for saving, restoring or backing up documents, music, or photos that students may be storing on the digital learning device.

### Apple ID

~~Each student with an assigned device may be required to have an Apple ID. Our requirement is that each student has his/her own ID that is created with the student's ID number (123456). They should share this with their parent and/or guardian. It is important that the parents also know the password and keep that information. Information on creating an Apple ID is provided to parents before the start of the school year.~~

### Applications and Content

Students may install apps made available to them through Shakopee's Self Service App Store. Students may load music and photos on their District-owned digital learning device as long as all content complies with the Acceptable Use Policy. Applications or content that does not have an educational purpose, is not in compliance with the Acceptable Use Policy, or is disruptive to the educational process or at home may be removed from the device. ~~If technical difficulties arise with a device, or non-conforming content is discovered, the device will be restored by tech staff.~~ If the tech staff need to restore a digital learning device for any reason, the District is not responsible for any content put on the device by the student.

### Use of online educational applications

The Children's Online Privacy Protection Act (COPPA) requires that parents and guardians of children under the age of 13 provide written consent for the accessing and use of many online services, including academic applications that will be used at school.

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~~The District reviews the use of online services to ensure that student data is maintained in a secure manner, that personally identifiable student data is not shared with third parties, and that our use is compliant with district policies related to student privacy and records.~~

~~A compiled list of online services is available for review on the district website or by request from the school office.~~

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#### ~~Student Discipline~~

~~If a student violates any part of the above policy, he/she will be subject to disciplinary action. The disciplinary action for a violation will range from the student needing to check his or her digital learning device in and out of school each day for a period of time, to having all digital learning device privileges revoked. The student may also be subject to other disciplinary action as outlined in the Shakopee Guidelines for Secondary Student Behavioral Expectations handbook.~~

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#### ~~Turn In~~

~~Student digital learning devices and accessories will be checked in at the end of each school year at a date and time determined by the Administration. Exceptions to the requirement for turning in a device may be available at the district's discretion. Students who graduate early, transfer, withdraw or are expelled will return the device and accessories at the time of withdrawal. Failure to return the property in a timely fashion may result in the involvement of law enforcement.~~

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#### ~~Board Policy~~

~~Consent to the digital device agreement also includes adherence to Board Policy 524: Internet Acceptable Use and Safety Policy. In instances where the student has put his/her own safety or the safety of others at risk (i.e. sexting or bullying), digital learning device privileges will be revoked immediately.~~

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~~A compiled list of online services is available for review on the district website or by request from the school office.~~

## Student Technology Use Agreement

I (the **student**) have read and understand the policies and information in this Acceptable Use Agreement. I acknowledge that there may be additional guidelines not listed, but within the realm of stated guidelines.

- I agree to care for digital learning devices properly as described in this Agreement.
- I agree to use digital learning devices properly as described in this Agreement as well as the Shakopee Guidelines for Student Behavioral Expectations & Consequences handbook and in law. If I break this agreement, I understand the consequences could include suspension of computer privileges and/or other disciplinary action.
- I understand that the school network, accounts, device and applications are owned by Shakopee Public Schools and that the school or district has the right to access any files or information at any time.
- I agree to return digital learning devices and accessories in working order when the school calls for it.

Student initials: \_\_\_\_\_

I (**parent/guardian**) have read the Shakopee Public Schools Digital Learning Student Agreement. I understand the technology is provided for educational purposes in keeping with the academic goals of Shakopee Public Schools. I acknowledge that there may be additional guidelines not listed, but within the realm of stated guidelines.

- I understand and will support my student in adhering to this Acceptable Use Agreement as well as the Shakopee Guidelines for Secondary Student Behavioral Expectations & Consequences handbook.
- I am aware that if my child breaks this agreement, the consequences could include suspension of computer privileges and/or other disciplinary action.
- I understand that the school network, accounts, device and applications are owned by Shakopee Public Schools and that the school or district has the right to access any files or information at any time.
- I understand that digital learning devices are school property and must be returned at the end of the school year.
- Although the district has **sophisticated** filters and protections in place, I recognize it is impossible for the school to restrict access to all controversial materials and will not hold the school responsible for materials acquired on the school network.
- I understand that children's computer activities at home should be supervised.

Parent/Guardian initials: \_\_\_\_\_



## Shakopee Public Schools Digital Learning Student Handbook Agreement

Our goal in Shakopee Public Schools is to help students demonstrate digital responsibility, technological awareness and the ability to use technology to create, research, communicate and produce in the academic and professional setting. The goal of our digital initiative is to foster engaging curriculum, dynamic learning environments and students who are better prepared for the world beyond our school doors; it is not about the device, but rather how to use the device in education.

### **Shakopee Schools Expectations for Digital Learning:**

1. Use technology to access and produce information
2. Use technology to collaborate and communicate with others
3. Use technology to craft, refine and publish content to a wider audience
4. Use technology to create and innovate

### **Expectations for Digital Citizenship:**

Being a responsible citizen in our schools, communities and the digital world requires responsibilities adapted for a changing world. We embrace the following conditions of being a digital citizen:

- ❖ *Respect yourself.* I will select names that are appropriate. I will carefully consider the information and images I post online. I will not post personal information about my life, experiences, experimentation, or relationships. I will not be obscene.
- ❖ *Protect yourself.* I will ensure that the information I post online will not put me at risk. I will not publish details about myself, my contact information, or a schedule of my activities. I will report any attacks or inappropriate behavior directed at me. I will protect passwords, accounts, and resources.
- ❖ *Respect others.* I will show respect to others. I will not use technology to bully, harass, tease, or stalk other people. I will show respect for others through my choice of websites. I will not visit sites or display images that are inappropriate or disrespectful. I will not abuse my rights of access.
- ❖ *Protect others.* I will protect others by reporting abuse and not forwarding inappropriate or hurtful materials or communications and not visiting sites that are inappropriate or disrespectful.
- ❖ *Respect & protect intellectual property.* I will suitably use and cite any and all content (websites, books, media, etc.) according to copyright or creative commons licensing. I will request to use the software and media that others produce.

**Access to Shakopee Schools' owned technology is a privilege and not a right. At any point access to devices, Internet and the like can be revoked.**

## **Student Digital Responsibility includes, but is not limited to:**

### **Board Policy**

Consent to the digital device agreement also includes adherence to Board Policy 524: Internet Acceptable Use and Safety Policy. **In instances where the student has put his/her own safety or the safety of others at risk (i.e. sexting or bullying), digital learning device privileges will be revoked immediately.**

### **Accessing/Posting Inappropriate Material**

Accessing, submitting, posting, publishing, forwarding, downloading, scanning or displaying materials (including photos of students and staff) that are defamatory, abusive, obscene, vulgar, sexually explicit, sexually suggestive, threatening, discriminatory, harassing and/or illegal is a violation of this agreement.

### **Personal Safety**

Do not send any message that includes your personal information such as: home address, personal phone numbers and/or last name for yourself or any other person. Do not send information regarding your schedule (where you are/will be, times, dates, etc).

### **Privacy**

**Students and families need to know that files stored on school computers (including digital learning devices) are not private.** Network and Internet access is provided as a tool for educational purposes only. Shakopee Public Schools has the right to monitor, inspect, copy, review, and store at any time, without prior notice, any and all usage of the computer network and Internet access including transmitted and received information. All files are the property of ISD 720 and no user shall have any expectations of privacy regarding such files. Students may be selected, at any time, to provide their digital learning device for inspection.

### **Password Protection**

The student or family should secure the digital learning device with a passcode and it is the responsibility of the student and family to remember the passcode. Never share your passcode, steal or use another person's passcode.

### **Online Etiquette**

Follow the guidelines of accepted behaviors within the Shakopee Guidelines for Secondary Student Behavioral Expectations handbook. Students must follow the policies outlined in that document at all times. Do not use technology, including this device to make, distribute or redistribute jokes, stories, to bully anyone, or pass along obscene material or material which is based on slurs or stereotypes relating to race, gender, ethnicity, nationality, religion or sexual orientation.

### **Blogging and/or Podcasting**

Use of blogs, podcasts, emails, texting, social media or other tools are considered an extension of the classroom. Expectations for behavior and on-line etiquette will apply regardless of the tools being used or the setting in which speech takes place.

### **Plagiarism/Copyright/Licensing**

Plagiarism is the act of representing or using someone else's words or ideas as your own. Students are required to give proper credit to all Internet sources used in academic assignments, whether quoted, paraphrased, or summarized. This includes all forms of media on the Internet, such as graphics, movies, music and text. Students must adhere to the copyright laws of the United States (P.L 94-553) and the

Congressional Guidelines that delineate it regarding software, authorship and copying information. All students should also adhere to the Creative Commons licenses where the author/artist denotes what media may be shared, remixed or reused.

### Photos and Video

Students should take pictures or videos of staff or students only with staff permission. Any student use of cameras in Shakopee Schools should be part of a class or club activity.

### Malicious Use/Vandalism

Any malicious use, disruption or harm to the school unit's technology, networks and Internet services, including but not limited to hacking activities and creation/uploading of computer viruses, is a violation of this agreement. No student shall obtain or try to obtain other students' accounts, files, and/or data. Students are NOT to manipulate the operating system or remove or attempt to remove or circumvent the management system installed on each digital learning device. Using or possessing hacking software is a violation of this agreement. Students who attempt to hack or "jailbreak" any Shakopee Schools digital learning device will be in violation of this agreement. The use of anonymous proxies to get around content filtering is strictly prohibited.

### Classroom Expectations

**Failure to follow teacher direction in regards to the use of devices/tools/websites during class is a violation of this agreement.** If students leave their digital learning device at home they are responsible for getting the coursework completed as if they had their digital learning device present.

### Student Discipline

If a student violates any part of the above policy, he/she will be subject to disciplinary action. The disciplinary action for a violation will range from the student needing to check his or her digital learning device in and out of school each day for a period of time, to having all digital learning device privileges revoked. The student may also be subject to other disciplinary action as outlined in the Shakopee Guidelines for Student Behavioral Expectations handbook.

### Tech Support

If technical difficulties arise with a digital learning device, or inappropriate content is discovered, the device may be restored by Tech staff. If the Technology staff needs to restore the digital learning device, the District is not responsible for the loss of content put on the device by the student.

### Digital Learning Device General Precautions

- The digital learning device is Shakopee Schools' property.
- The digital learning device must remain free of any writing, drawing, stickers, or labels that are not issued and placed onto the device by ISD 720 staff.
- Cords and cables must be inserted carefully into the device to prevent damage.
- Never expose a device to extreme temperatures, direct sunlight, or prolonged periods of time in rooms that are not at a normal room temperature.
- Digital learning devices must be kept in a secure location at all times; it is the student's responsibility to know where their device is at all times. During classes or lunch periods when the device is not needed, place the device in your locker or in a locked classroom. DO NOT SHARE YOUR LOCKER COMBINATION WITH ANYONE. Do NOT place your device on the BOTTOM of your locker, but rather on top of all other materials.

- The use of or access to the digital learning device in any unauthorized area (i.e. locker rooms, restrooms) is prohibited.
- If your digital learning device is either lost or stolen students should report that information to the front office as soon as possible. The digital learning devices contain software that can be activated to track and possibly recover missing devices. The District will coordinate with law enforcement to track missing or lost devices in partnership with the student/family. Ultimately, the family is responsible for any lost or stolen device if unrecovered or damaged.

### **Device Cases: Transporting To & From School**

Shakopee Schools provides a protective case for iPads and a padded bag for transporting MacBooks. -

- iPads should ALWAYS be in the protective case.
- MacBooks should be stored and transported in the provided bag.
- The device should be charged using the charger provided and brought to school ready to use each day.
- Do NOT place your device in a book bag that contains food, liquids, heavy or sharp objects.

### **Digital Learning Device Screen & Cleaning**

- The screens are sensitive to pressure and therefore can be damaged; they are scratch *resistant*, not scratch proof.
- The screens are made of glass and can either break or shatter.
- Do NOT use liquids to clean the device. This includes, but is not limited to: window cleaners, household cleaners, aerosol sprays, solvents, alcohol, ammonia, or abrasives.
- PLEASE USE: A soft, dry cloth or anti-static cloth.

### **Digital Learning Device Maintenance**

- Do NOT attempt to try to repair the internal workings of any digital learning device yourself.
- If your device is not working take your device to the Media Center/Learning Commons as soon as possible and have a Shakopee technology support specialist examine it. If your device needs to be worked on for an extended period of time, you will be issued a temporary device until yours is working properly. For cases of hardware failure or accidental damage, a loaner will be provided for the student throughout the repair/replacement process.
- Each digital learning device has identifying labels, which must not be removed or altered in any fashion.

### **Earphones and Audio**

Shakopee Public Schools does not provide earphones. If a student wishes to purchase his/her own earphones then:

- Earphones shall not be used within or on school property unless a teacher specifically requests or allows students to do so.
- If allowed to use earphones, the appropriate level is when only the person wearing the earphones can hear the sound. Sound must be muted at all time unless permission is obtained from the teacher for instructional purposes.

### **Storing Documents**

There will be limited storage on the device and academic files take priority over personal. Several backup options exist to cloud storage or personal computers. Students should backup their files. The District is not responsible for saving, restoring or backing up documents, music, or photos that students may be storing on the digital learning device.

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### **Use of online educational applications**

The Children’s Online Privacy Protection Act (COPPA) requires that parents and guardians of children under the age of 13 provide written consent for the accessing and use of many online services, including academic applications that will be used at school.

The District reviews the use of online services to ensure that student data is maintained in a secure manner, that personally identifiable student data is not shared with third parties, and that our use is compliant with district policies related to student privacy and records.

A compiled list of online services is available for review on the district website or by request from the school office.

### **Turn In**

Student digital learning devices and accessories will be checked in at the end of each school year at a date and time determined by the Administration. Exceptions to the requirement for turning in a device may be available at the district’s discretion. Students who graduate early, transfer, withdraw or are expelled will return the device and accessories at the time of withdrawal. Failure to return the property in a timely fashion may result in the involvement of law enforcement.

# Student Technology Use Agreement

I (the **student**) have read and understand the policies and information in this Acceptable Use Agreement. I acknowledge that there may be additional guidelines not listed, but within the realm of stated guidelines.

- I agree to care for digital learning devices properly as described in this Agreement.
- I agree to use digital learning devices properly as described in this Agreement as well as the Shakopee Guidelines for Student Behavioral Expectations & Consequences handbook and in law. If I break this agreement, I understand the consequences could include suspension of computer privileges and/or other disciplinary action.
- I understand that the school network, accounts, device and applications are owned by Shakopee Public Schools and that the school or district has the right to access any files or information at any time.
- I agree to return digital learning devices and accessories in working order when the school calls for it.

Student initials: \_\_\_\_\_

I (**parent/guardian**) have read the Shakopee Public Schools Digital Learning Student Agreement. I understand the technology is provided for educational purposes in keeping with the academic goals of Shakopee Public Schools. I acknowledge that there may be additional guidelines not listed, but within the realm of stated guidelines.

- I understand and will support my student in adhering to this Acceptable Use Agreement as well as the Shakopee Guidelines for Secondary Student Behavioral Expectations & Consequences handbook.
- I am aware that if my child breaks this agreement, the consequences could include suspension of computer privileges and/or other disciplinary action.
- I understand that the school network, accounts, device and applications are owned by Shakopee Public Schools and that the school or district has the right to access any files or information at any time.
- I understand that digital learning devices are school property and must be returned at the end of the school year.
- Although the district has filters and protections in place, I recognize it is impossible for the school to restrict access to all controversial materials and will not hold the school responsible for materials acquired on the school network.
- I understand that children's computer activities at home should be supervised.

Parent/Guardian initials: \_\_\_\_\_

Student Name: \_\_\_\_\_

Grade: \_\_\_\_\_

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Device Type:  iPad ~~Mini~~(Grades 6-8)   
MacBook Air

MacBook Air (Grades 9-12)

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Shakopee Public School District's Digital Learning Initiative  
Digital Learning Device Annual Protection Plan



Shakopee Public School District's Digital Learning Initiative  
Digital Learning Device Protection Plan

~~The~~ Shakopee Public Schools recognizes that our students are going to be entering a digital world when they leave our schools and we see an important need to help them thrive in that environment both personally and professionally. ~~At its core, our~~ digital initiative is designed to provide a world-class and personalized student learning experience for all students.

~~Shakopee Public School~~The District recognizes the need to protect ~~the District's~~our investment in ~~the~~digital learning devices and to protect families from expenses from theft or damage of the device assigned to the student. Therefore, the ~~d~~District is offering families a choice of two protection plans. Parents must choose one of these two options for their student to participate in the digital learning device program.

I am choosing:

Option 1: SCHOOL INSURANCE

Families may purchase an annual \$25 per year (iPad ~~mini~~) or \$75 per year (MacBook Air) non-refundable insurance policy from the District. Insurance covers up to two incidents of loss. This will include coverage for hardware failure, theft, repair, accidental damage including screen repairs, and liquid damage. It does not include deliberate or negligent damage to the digital learning device. **It does not cover the case, charger or cord.** Removing the case from the iPad voids the insurance.

Option 2: NO INSURANCE

Families may choose to not insure the digital learning device and will be responsible for the full value of the device or repairs. Estimated repair or replacement costs are listed on the next page. ~~Replacement or repair fees will be assessed for lost or damaged devices according to the following~~ **estimated replacement costs:**

- ~~• iPad case is \$35. MacBook carrying sleeve is \$40.~~
- ~~• iPad wall charger and cord is \$30. MacBook wall charger and cord is \$80.~~
- ~~• iPad is \$290. Macbook is \$900.~~

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• ~~Repairable damage to a device will be assessed based on the extent of damage and actual repair cost.~~

**Additional Details**

**The insurance option may be purchased for up to two weeks after the student's first day of enrollment.**

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If a student is withdrawn from the Shakopee Public School District for any reason, this insurance agreement becomes null and void on that date. There are no refunds once this agreement becomes active on the date the digital learning device is issued. Devices not returned on the date of withdrawal will be reported stolen.

**Payment for insurance can be made by either cash, check or credit (via the Fees area in the Infinite Campus on-line portal). Please make your checks payable to: Shakopee Public Schools and write in the memo Digital Learning Device Insurance. Please bring this signed form as well as your method or confirmation of payment to your child's Digital Learning Device rollout night.**

**Financial assistance is available to families who need it and qualify for Free and Reduced Lunch. Please contact your child's front office for help with this.**

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<p><b>Annual Standard Student Rates:</b> 1 Year Term - \$25.00 (iPad) or \$75.00 (MacBook) – Sept 20176 (\$0 Deductible)</p>	<p><b>Effective Coverage/Expiration Dates</b> <b>Effective Date:</b> Based on the receipt of signed agreement. <b>Expiration Date:</b> <del>Calendar Year</del><b>Start of the next school year.</b> <del>Year of date of withdrawal from the District.</del></p>
<p style="text-align: center;"><b>Coverage</b></p> <ul style="list-style-type: none"> <li>● <b>Accidental Damage:</b> Pays for accidental damage caused by liquid spills, drops, or any other unintentional event.</li> <li>● <b>Theft:</b> Pays for loss or damage due to theft. The claim requires a police report to be filed within 48 hours.</li> <li>● <b>Fire:</b> Pay for loss or damage of the device due to fire. The claim must be accompanied by an official fire report from the investigating authority.</li> <li>● <b>Electrical Surge:</b> Pays for damage to the device due to an electrical surge.</li> <li>● <b>Natural Disasters:</b> Pay for loss or damage caused by natural disasters.</li> </ul>	<p style="text-align: center;"><b>Exclusions</b></p> <ul style="list-style-type: none"> <li>● <b>Dishonest, Fraudulent, Intentional, Negligent or Criminal Acts:</b> Will not pay if damage or loss occurs in conjunction with a dishonest, fraudulent, intentional, negligent or criminal act. The student/parent will be responsible for the full amount of the repair/replacement.</li> <li>● <b>Consumables:</b> Including but not limited to the case, charger, and software. (See replacement costs below.)</li> <li>● <b>Cosmetic damage</b> that does not affect the functionality of the device. This includes but is not limited to scratches, dents, and broken plastic ports or port covers.</li> <li>● “Jailbreaking” or otherwise voiding the manufacturer’s warranty by altering the software.</li> <li>● The District is not liable for any loss, damage (including incidental, consequential or punitive damages) or expenses caused directly or indirectly by the equipment.</li> </ul>

Replacement or repair fees will be assessed for lost or damaged devices according to the following **estimated replacement costs:**

- iPad case is \$35. MacBook carrying sleeve is \$40.
- iPad wall charger and cord is \$30. MacBook wall charger and cord is \$80.
- iPad is \$300. Macbook is \$900.
- Repairable damage to a device will be assessed based on the extent of damage and actual repair cost.

~~Payment for insurance can be made by either cash, check or credit (via the Fees area in the Infinite Campus on-line portal). Please make your checks payable to: Shakopee Public Schools and write in the memo Digital Learning Device Insurance. Please bring this signed form as well as your method or confirmation of payment to your child’s Digital Learning Device rollout night.~~

~~Financial assistance is available to families who need it and qualify for Free and Reduced Lunch. Please contact your child’s front office for help with this.~~

**NOTICE: Caution Against Fraud**

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud, a Federal Offense.

\_\_\_\_\_  
Parent\Guardian Name (Please Print)

\_\_\_\_\_  
Parent\Guardian Signature

\_\_\_\_\_  
Date

Student Name: \_\_\_\_\_

Grade: \_\_\_\_\_

Device Type:  iPad (Grades 6-8)

MacBook Air (Grades 9-12)



## Shakopee Public School District's Digital Learning Initiative Digital Learning Device Annual Protection Plan

The Shakopee Public Schools digital initiative is designed to provide a world-class and personalized learning experience for all students.

The district recognizes the need to protect our investment in digital learning devices and to protect families from expenses from theft or damage of the device assigned to the student. Therefore, the district is offering families a choice of two protection plans. Parents must choose one of these two options for their student to participate in the digital learning device program.

### I am choosing:

#### \_\_\_\_\_ Option 1: SCHOOL INSURANCE

Families may purchase an annual \$25 per year (iPad) or \$75 per year (MacBook Air) non-refundable insurance policy from the District. Insurance covers up to two incidents of loss. This will include coverage for hardware failure, theft, repair, accidental damage including screen repairs, and liquid damage. It does not include deliberate or negligent damage to the digital learning device. **It does not cover the case, charger or cord.** Removing the case from the iPad voids the insurance.

#### \_\_\_\_\_ Option 2: NO INSURANCE

Families may choose to not insure the digital learning device and will be responsible for the full value of the device or repairs. Estimated repair or replacement costs are listed on the next page.

### Additional Details

The insurance option may be purchased for up to two weeks after the student's first day of enrollment.

If a student is withdrawn from the Shakopee Public School District for any reason, this insurance agreement becomes null and void on that date. There are no refunds once this agreement becomes active on the date the digital learning device is issued. Devices not returned on the date of withdrawal will be reported stolen.

Payment for insurance can be made by either cash, check or credit (via the Fees area in the Infinite Campus on-line portal). Please make your checks payable to: Shakopee Public Schools and write in the memo Digital Learning Device Insurance. Please bring this signed form as well as your method or confirmation of payment to your child's Digital Learning Device rollout night.

**Financial assistance is available to families who need it and qualify for Free and Reduced Lunch. Please contact your child's front office for help with this.**

<b>Annual Standard Student Rates:</b> 1 Year Term - \$25.00 (iPad) or \$75.00 (MacBook) – Sept 2017 (\$0 Deductible)	<b>Effective Coverage/Expiration Dates</b> <b>Effective Date:</b> Based on the receipt of signed agreement. <b>Expiration Date:</b> Start of the next school year.
<p style="text-align: center;"><b>Coverage</b></p> <ul style="list-style-type: none"> <li>● <b>Accidental Damage:</b> Pays for accidental damage caused by liquid spills, drops, or any other unintentional event.</li> <li>● <b>Theft:</b> Pays for loss or damage due to theft. The claim requires a police report to be filed within 48 hours.</li> <li>● <b>Fire:</b> Pay for loss or damage of the device due to fire. The claim must be accompanied by an official fire report from the investigating authority.</li> <li>● <b>Electrical Surge:</b> Pays for damage to the device due to an electrical surge.</li> <li>● <b>Natural Disasters:</b> Pay for loss or damage caused by natural disasters.</li> </ul>	<p style="text-align: center;"><b>Exclusions</b></p> <ul style="list-style-type: none"> <li>● <b>Dishonest, Fraudulent, Intentional, Negligent or Criminal Acts:</b> Will not pay if damage or loss occurs in conjunction with a dishonest, fraudulent, intentional, negligent or criminal act. The student/parent will be responsible for the full amount of the repair/replacement.</li> <li>● <b>Consumables:</b> Including but not limited to the case, charger, and software. (See replacement costs below.)</li> <li>● <b>Cosmetic damage</b> that does not affect the functionality of the device. This includes but is not limited to scratches, dents, and broken plastic ports or port covers.</li> <li>● “Jailbreaking” or otherwise voiding the manufacturer’s warranty by altering the software.</li> <li>● The District is not liable for any loss, damage (including incidental, consequential or punitive damages) or expenses caused directly or indirectly by the equipment.</li> </ul>

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- iPad is \$300. MacBook is \$900.
- Repairable damage to a device will be assessed based on the extent of damage and actual repair cost.

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Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud, a Federal Offense.

\_\_\_\_\_  
 Parent\Guardian Name (Please Print)

\_\_\_\_\_  
 Parent\Guardian Signature

\_\_\_\_\_  
 Date



# Prelim Budget – Fiscal Year 2018

May 8, 2017

# Budget Assumptions

- Enrollment of 8,326 students, increase of 47 vs. FY17 projected end of year.
- Increase in Formula Allowance of 1.5% or \$91/P.U. resulting in new revenues of \$830,375
- Budget Adjustments (combination of Expenditure Reductions and Increases in Revenues) with an overall positive impact of \$2,840,350
- TRA increase of .5% from 7.5% to 8.0%, impact of \$275,000

## Budget Assumptions – Cont'd

- Capital Projects Levy increase of \$511,000
- Reduction in Federal Program Funding of \$688,000, similar to FY16 levels.
- Special Ed State Aid inflationary increase of 3% or \$260,000
- Total Salaries & Benefits growing at 3.5%
- All Other Expenditures growing at 3.0% with the exception of Instructional Supplies, General Supplies and Professional development which was held flat or reduced.



						June 30, 2018	Net Inc /
<b>General Fund - 01</b>	<b>July 1, 2017</b>	<b>Revenues</b>	<b>Expenditures</b>	<b>Transfers</b>	<b>Proj. Balance</b>		<b>or Dec</b>
<b>Unassigned - 422</b>	2,025,072	76,740,563	76,096,509	(71,554)	2,597,572		572,500
	2.20%				2.79%		
<b>Restricted</b> (Op Capital, Cap Proj. Levy, LTFM)	(329,264)	16,728,456	16,923,715	71,554	(452,969)		(123,705)
<b>Non Spendable</b>	115,556	-	-		115,556		-
<b>Total General Fund</b>	1,811,364	93,469,019	93,020,224	-	2,260,160		448,795



					June 30, 2018	Net Inc /
<b>Food Service (02)</b>	July 1, 2017	Revenues	Expenditures	Proj. Balance	or Dec	
Restricted - 464	544,196	4,646,000	4,794,000	396,196	(148,000)	
Non Spendable	29,846	-	-	29,846	-	
<b>Total Food service</b>	<b>574,042</b>	<b>4,646,000</b>	<b>4,794,000</b>	<b>426,042</b>	<b>(148,000)</b>	
∞						
<b>Community Ed (04)</b>						
Restricted - 464	-	183,208	183,208	-	-	
<b>Reserved Fund Balances</b>						
Community Education - 431	(17,058)	992,626	991,807	(16,239)	819	
ECFE - 432	57,046	605,268	603,783	58,531	1,485	
School Readiness - 444	60,384	844,898	847,202	58,080	(2,304)	
<b>Total Community Education</b>	<b>100,372</b>	<b>2,626,000</b>	<b>2,626,000</b>	<b>100,372</b>	<b>-</b>	



						June 30, 2018	Net Inc /
<b>Construction Fund (06)</b>						Proj. Balance	or Dec
Restricted - 464	July 1, 2017	Revenues	Expenditures				
	52,480,143	450,000	52,430,143		500,000	(51,980,143)	
Non Spendable	77,687	-	77,687		-	(77,687)	
<b>Total Construction Fund</b>	<b>52,557,830</b>	<b>450,000</b>	<b>52,507,830</b>		<b>500,000</b>	<b>(52,057,830)</b>	



						June 30, 2018	Net Inc /
<b>Debt Service (07)</b>		July 1, 2017	Revenues	Expenditures	Proj. Balance		or Dec
Restricted - 464		3,076,637	20,366,325	19,366,350	4,076,612		999,975
Bond Refunding - 425		17,997,615	-	-	17,997,615		-
<b>Total Debt Service</b>		21,074,252	20,366,325	19,366,350	22,074,227		999,975
<b>Trust (08)</b>							
Restricted - 464		19,493	2,000	10,000	11,493		(8,000)
<b>Internal Service (20)</b>							
Restricted - 464		97,633	-	-	97,633		-
<b>OPEB Irrevocable Trust (45)</b>							
Restricted - 464		4,468,266	150,000	350,000	4,268,266		(200,000)



# Budget Totals

						June 30, 2018	Net Inc /
<i>Total Budget</i>			July 1, 2017	Revenues	Expenditures	Proj. Balance	or Dec
<sup>101</sup> <b>Grand Total</b>			80,703,252	121,709,344	172,674,404	29,738,193	(50,965,060)