

# 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

June 12, 2017  
6:00 PM

Board of Education

1. CALL TO ORDER AND ROLL CALL - CHAIR SWANSON.
2. CONSIDERATION OF AGENDA AS PRESENTED AND ADDITIONS.
3. ADJOURN TO CLOSED SESSION
  3. 1. Closed Session  
Closed session pursuant to Minnesota Statutes Section 13D.05, Subdivision 2(b) for the preliminary consideration of allegations or charges against an individual subject to the School Board's authority and Subdivision 3(b) based upon the attorney-client privilege.
4. ADJOURN FROM CLOSED SESSION AND RETURN TO BUSINESS MEETING
5. CONSENT ITEMS
  5. 1. Personnel Items
    - 5.1.1 Acceptance of Resignations**  
Last Name, First Name, Position, Location, Effective Date  
Altrichter, Corinne, Teacher, Special Services, High School, 5/26/2017  
Burgess, Melissa, Teacher, Kindergarten, Sweeney Elementary School, 5/26/2017  
Demars, Stephanie, Teacher, Special Services, High School, 7/15/2017  
Depies, Benjamin, Teacher, Physics, East Junior High School, 5/26/2017  
Doran, Denise, Adult Program Coordinator, District Office, 6/09/2017  
Ecklund, Jennifer, Health Assistant, High School, 5/25/2017  
Hanson, Benjamin, Teacher, English, West Junior High School, 5/26/2017  
Hanson, Christine, Program Support Assistant, Pearson 6th Grade Center, 5/25/2017  
Helmbrecht, Laura, Teacher, Grade 1, Eagle Creek Elementary School, 5/26/2017  
Helmbrecht, Josh, Teacher, Grade 5, Red Oak Elementary School, 5/26/2017  
Hulting, Theresa, Speech language Pathologist, Sweeney Elementary School, 5/26/2017

Hutcheson, Angela, Administrative Assistant , District Office, 6/23/2017  
Kloeckl, Sarah, Special Services Supervisor, District Office, 6/30/2017  
Nesbitt, Gregory, Teacher, Special Services , Pearson 6th Grade Center, 5/26/2017  
Niesen, Alyssa, Program Support Assistant, West Junior High School, 5/25/2017  
Ryan, Marie, Teacher, Special Services, West Junior High School, 5/26/2017  
Sage, Joseph, Teacher, Physics, West Junior High School, 5/26/2017  
Schwaring, Kyle, Teacher, Grade 5, Red Oak Elementary School, 5/26/2017  
Solberg, Layne, Teacher, Special Services, Sun Path Elementary School, 5/26/2017  
Streed, Megan, Teacher, Special Services, Red Oak Elementary School, 5/26/2017  
Tangert, Christopher, Teacher, Special Services, Central Family Center, 5/26/2017  
Thompson, Sarah, Human Resources Generalist, District Office, 5/25/2017  
Unger, Rebecca, Teacher, Special Services, Sun Path Elementary School, 5/26/2017  
Wojciechowski, Nora, Teacher, English, High School, 5/26/2017

**Recommended Action**

Accept the resignations and thank them for their service to the district as presented.

**5.1.2 Recognition and Acceptance of Resignations**

Last Name, First Name, Position, Location, Effective  
Bezek, John, Assistant Superintendent, District Wide, 6/30/2017  
Hare, Scott, Executive Director of Administrative Services, District Wide, 6/30/2017

**Recommended Action**

Accept the resignations and thank them for their service to the district as presented.

**5.1.3 Approval of Non-Renewal of Certified Contracts**

The district is recommending the non-renewal of a teaching contract for Teachers listed

below. The non-renewal will be effective 5/26/2017.

Last Name, First Name , Position, Location, Effective  
Pham, Anh Dao, Teacher, PACE, Central Family Center, 5/26/2017  
Boettger, Hannah, Teacher, Grade 3, Eagle Creek Elementary School, 5/26/2017  
Walker, Megan, Teacher, Grade 5, Sweeney Elementary School,

5/26/2017

Pint, Alison, Teacher, Special Services, Sweeney Elementary School,  
5/26/2017

Segar, Kirsten, Teacher, English , Pearson 6th Grade Center,  
5/26/2017

Lund, Hannah, Teacher, Math, High School, 5/26/2017

Sauter, Chad, Teacher, Social Studies, Pearson 6th Grade Center,  
5/26/2017

Schmitz, Lyndie, Teacher, Media Specialist, Pearson 6th Grade  
Center, 5/26/2017

Woodward, Mark, Teacher, Science, High School, 5/26/2017

Waldorf, Taylor, Teacher, Social Studies, High School, 5/26/2017

Alexander, Emily, Teacher, Math , East Junior High School,  
5/26/2017

Lehman, Jennifer, Teacher, Special Services, West Junior High  
School, 5/26/2017

Wills, Alexandra, Teacher, Intervention, Red Oak Elementary School,  
5/26/2017

**Recommended Action**

Approve the non-renewal of the certified contracts as presented.

**5.1.4 Request for Unpaid Leave of Absence**

Laura Aleckson, Teacher at Pearson 6th Grade Center, is requesting  
an unpaid leave of absence following her FMLA leave which will start  
on 8/21/2017 through 1/19/2018.

**Recommended Action** Approve the unpaid leave of absence as  
presented.

**5.1.5 Approval of Certified Contracts for the 2017-18 School Year**

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

Dankey, Kelsi, School Social Worker, Sun Path Elementary School,  
MA, 3, 1.0, 8/21/2017, \$47,263.00, R

Mhiripiri, Ebony, Teacher, FACS, High School, MA, 7, 1.0, 8/21/2017,  
\$52,616.00, R

Peterson, Jennifer, School Social Worker, Sweeney Elementary  
School, BA, 3, 1.0, 8/21/2017, \$39,440.00, R

Schrandt, Sarah, Teacher, Special Services, High School, BA, 3, 1.0,  
8/21/2017, \$39,440.00, R

Thomas, Lori, Teacher, Teacher Special Services, MA+20, 20, 1.0,  
8/21/2017, \$72,032.00, R

Voltin, Jesse, Teacher, Physics, High School/West Junior High  
School, MA, 7, 1.0, 8/21/2017, \$52,616.00, R

**Recommended Action**

Approve certified contracts as presented.

5. 1. 1. Personnel Items Continued

### **5.1.6 Approval of Co-Curricular Assignments**

Last Name, First Name, Position

Sariego, Monica, Assistant LEAD Advisor

Hoffman, Michael, National Honor Society

Krmpotich, Colleen, Assistant High School Girls Hockey Coach

Haskins, Zach, Head Boys Cross Country Coach

#### **Recommended Action**

Approve the Co-Curricular Assignments as presented.

### **5.1.7 Tenure Recommendations**

The following employees are recommended for tenure.

Last Name, First Name, Subject Area, FTE, Current Building

Buck, Brianna, Teacher, Tech Integration, 1.0, District Office

Gerhart, Kari, Teacher, Tech Integration, 1.0, District Office

Raffelson, Amy, Teacher, Eval Team, 1.0, District Office

Weiers, Andrew, Teacher, DAPE, 1.0, District Office

Amundsen, Elizabeth, Teacher, Math, 1.0, High School

Bauer, Wendy, Teacher, Special Services, 0.6, High School

Douds, Ryan, Teacher, Social Studies, 1.0, High School

Dueffert, Matthew, Teacher, Math, 1.0, High School

Grahn, Brent, Teacher, Math, 1.0, High School

Hinsz, Lisa, Teacher, Biology General, 1.0, High School

Javner, Cassidy, Teacher, Chemistry, 1.0, High School

Mcdonald, Emily, Teacher, Biology General, 1.0, High School

Meredith, Luke, TOSA, Instructional Coach, 1.0, High School

Nelson, Todd, Teacher, Business Ed, 1.0, High School

Olson, Sarah, Teacher, Comm/Lang Arts, 0.6, High School

Pavlak, Amanda, Teacher, Special Services, 1.0, High School

Satoh, Naomi, Teacher, Japanese, 0.8, High School

Sayer, Samantha, Teacher, Math, 1.0, High School

Severson, Jennifer, Teacher, Guidance Counselor, 1.0, High School

Sommer, Allison, Teacher, Math, 1.0, High School

Crowe, Robert, Teacher, Special Services, 1.0, West Junior High School

Gerdes, Jodie, Teacher, ESL, 1.0, West Junior High School

Menden, Courtney, Teacher, Math, 1.0, West Junior High School

Realander, Katie, Teacher, Intervention-Math, 1.0, West Junior High School

Rieder, Jennifer, Teacher, Special Services, 1.0, West Junior High School

Wilfahrt, Mary, Teacher, Intervention Lang Arts, 1.0, West Junior High School

Hubert, Katherine, Teacher, Special Services, 1.0, East Junior High School

Lohman, Martin, Teacher, Ind Tech, 1.0, East Junior High School

Peterson, Pamela, Teacher, English/Lang Art, 1.0, East Junior High School

Schiebe, Stephanie, Teacher, Art, 1.0, East Junior High School

Stock, Jonathan, Teacher, English/Lang Art, 1.0, Tokata Learning Center

Harper, Sherrie, Teacher, GR 2, 1.0, Sweeney Elementary School

Reinhart, Mellissa, Teacher, Special Services, 1.0, Sweeney Elementary School

Triest, Eryn, Teacher, Kindergarten, 1.0, Sweeney Elementary School

Flack, Alison, Teacher, GR 5, 1.0, Sun Path Elementary School

Goembel, Danielle, Teacher, Intervention Comp, 1.0, Sun Path Elementary School

Hart, Emily, Teacher, GR 1, 1.0, Sun Path Elementary School

Landro, Kelsey, Teacher, GR 1, 1.0, Sun Path Elementary School

Miller, Monica, TOSA, Instructional Coach, 1.0, Sun Path Elementary School

Schaaf, Nancy, Teacher, ESL, 1, Sun Path Elementary School

Schuman, Kayla, Teacher, Kindergarten, 1.0, Sun Path Elementary School

Evet, Mitchell, Teacher, Music Instrumental, 1.0, Pearson 6th Grade Center

Fleming, Kelsey, Teacher, Music General, 1.0, Pearson 6th Grade Center

Goodrich, Claire, Teacher, Science GR 6, 1.0, Pearson 6th Grade Center

Vanderwaal, Melissa, Teacher, ESL, 1.0, Pearson 6th Grade Center

Edberg, Sarah, Physical Therapist, 1.0, Central Family Center

Lindmeyer, Jodi, Teacher, ECSE Brth-2, 1.0, Central Family Center

Stockey, Sally, Social Worker SpEd, 0.6, Central Family Center

Kelly, Alexandria, Teacher, GR 4, 1.0, Red Oak Elementary School

Koonst, Elizabeth, Speech/Language Path, 1.0, Red Oak Elementary School

Streed, Megan, Teacher, Special Services, 1.0, Red Oak Elementary School

Broden, Heather, Teacher, GR 5, 1.0, Red Oak Elementary School

Carlson, Cassandra, Teacher, GR 2, 1.0, Eagle Creek Elementary School

Dietz, Jeffrey, Teacher, Kindergarten, 1.0, Eagle Creek Elementary School  
 Gale, Elizabeth, Teacher, Art, 1.0, Eagle Creek Elementary School  
 Garvin, Rebecca, Teacher, Kindergarten, 1.0, Eagle Creek Elementary School  
 Parent, Julie, Teacher, Special Services, 1.0, Eagle Creek Elementary School  
 Zimmerman, Ashley, Teacher, ESL, 1.0, Eagle Creek Elementary School  
 Knutson, Maranda, Teacher, GR 2, 1.0, Jackson Elementary School  
 Lundberg, Phillip, Teacher, GR 3, 1.0, Jackson Elementary School

**Recommended Action**

Approve the tenure recommendations as presented.

- 5. 2. Approval of minutes of the May 8, 2017 Business Meeting and May 22, 2017 Board Learning Session . 10

**Recommended Action**

Approve the minutes of the May 8, 2017 Business Meeting and May 22, 2017 Board Learning Session as presented.

- 5. 3. Consideration of bills and authorization to pay same.

**Recommended Action**

Approve the bills and authorize to pay same as presented.

- 5. 4. Approval of wires report. 14

**Recommended Action**

Approve the wires report as presented.

- 5. 5. Approval of CFC Lease Agreement. 15

**Recommended Action**

Approve lease agreement with the CAP Agency as presented.

- 5. 6. Annual School District Population Estimate Resolution. 19

**Recommended Action**

Approve the Annual School District Population Estimate Resolution as presented.

- 5. 7. Approval of 2017-18 YMCA Pre-School Contract. 21

**Recommended Action**

Approve the 2017-18 YMCA Pre-School Contract as presented.

- 5. 8. Long-Term Maintenance Revenue for Southwest Metro Intermediate 37  
288

**Recommended Action**

Approve the resolution approving SW Metro Intermediate School District 288's long-term maintenance program budget and authoring the inclusion of a proportionate share of those projects in the district's application for long-term facility maintenance revenue as presented.

6. OLD BUSINESS DISCUSSION ITEMS	
6. 1. Budget Update	42
<p>Todd Netzke, School Management Services, will present a budget update.  Presenter: Todd Netzke, School Management Services  Time: 10 minutes</p>	
7. OLD BUSINESS ACTION ITEMS	
7. 1. Approval of 2017-18 Adopted Budget	43
<p>Director of Finance and Operations Suzanne Johnson and Todd Netzke, School Management Services, will present the 2nd Reading of the 2017-18 Adopted Budget for board approval.  <b>Recommended Action</b>  Approve the 2017-18 Adopted Budget as presented.  Presenter: Director of Finance and Operations Suzanne Johnson and Todd Netzke, School Management Services  Time: 10 minutes</p>	
7. 2. Citizens' Financial Advisory Committee	
<p>On behalf of the Finance Committee, Chair Reggie Bowerman will present the 5 school district citizens being recommended for membership on the Citizens' Financial Advisory Committee. The 5 citizens are: Jackie Haremza, Adam Johnson, Steven Jones, Allen Larson and Jennifer Smith.  <b>Recommended Action</b> Approve the citizen membership of Jackie Haremza, Adam Johnson, Steven Jones, Allen Larson and Jennifer Smith on the Citizens' Financial Advisory Committee beginning June 13, 2017 as presented.  Presenter: Finance Committee Chair Reggie Bowerman  Time: 10 minutes</p>	
7. 3. Construction Update and Acceptance of Bid - South Site Development Project	51
<p>Assistant Superintendent John Bezek will present a construction update for the board. The board will also review for acceptance of the bid for the South Site Development Project that was received on May 23, 2017.  <b>Recommended Action</b>  Approve a contract with S.M. Hentges &amp; Sons, Inc. of Jordan, Minnesota for the total bid amount of \$2,309,800.00 for the South Site Development Project as presented.  Presenter: Assistant Superintendent John Bezek  Time: 15 minutes</p>	
8. NEW BUSINESS DISCUSSION ITEMS	
8. 1. 1st Reading of School District Policy 721 Uniform Grant Guidance Policy Regarding Federal Revenue Sources	77
<p>Assistant Superintendent John Bezek will present Policy 721 Uniform</p>	

Grant Guidance Policy Regarding Federal Revenue Sources for 1st Reading.

**Recommended Action**

Accept Policy 721 for 1st Reading as presented.

Presenter: Assistant Superintendent John Bezek

Time: 5 minutes

9. NEW BUSINESS ACTION ITEMS
10. OTHER
11. COMMITTEE REPORTS
12. UPCOMING MEETINGS AND IMPORTANT DATES
  - June 12, 2017 School Board Finance Committee Meeting 5:00PM
  - June 13, 2017 Citizens' Financial Advisory Committee 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, May 8, 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: None

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**

Accepted the resignations and thanked them for their service to the district 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**

Approved certified contract as presented.

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

#### **Recommended Action**

Approved 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**

Approved the bills and authorized to pay same as presented.

4. 4. Approval of wires report.

#### **Recommended Action**

Approved the wires report as presented.

4. 5. Approval of Change Order #6

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

#### **Recommended Action**

Approved Change Order #6 as presented.

4. 6. Approval of Apple Leases

#### **Recommended Action**

Approved 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

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

#### **Recommended Action**

Approved 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

Bids for the High School Expansion Low Voltage – Phase I Project were received on May 2, 2017.

#### **Recommended Action**

Approved 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

Policy Committee Chair Tony Pass and Finance Committee Chair Reggie Bowerman presented School District Policy 705 Investments for 2nd Reading and final approval.

#### **Recommended Action**

Bowerman/Romansky moved to approve the 2nd Reading of School District Policy 705 Investments as presented: motion passed unanimously.

6. 2. Approval of the Revised 2016-17 School Year Budget

Finance Committee Chair Reggie Bowerman and Todd Netzke from School Management Services presented the Revised 2016-17 School Year Budget for Board review and approval.

**Recommended Action**

Bowerman/Pass moved to approve of the Preliminary 2016-17 School Year Budget as presented; motion passed unanimously.

6. 3. Citizens' Financial Advisory Committee

School Board Chair Scott Swanson and Finance Chair Reggie Bowerman presented the Operating Guidelines for the Citizens' Financial Advisory Committee for final review and approval along with the Membership Application Form.

**Recommended Action**

Hallett/Romansky moved to approve the Operating Guidelines for the Citizens' Financial Advisory Committee and direct administration to open the membership application window as presented; motion passed unanimously.

7. NEW BUSINESS DISCUSSION ITEMS

7. 1. Digital Device Agreements for the 2017-18 School Year

Director of Instructional Technology Bryan Drozd presented the district's Digital Device Agreements for the 2017-18 School Year for Board review.

8. NEW BUSINESS ACTION ITEMS

8. 1. Acceptance of the Preliminary 2017-18 School Year Budget

Finance Chair Reggie Bowerman and Todd Netzke from School Management Services presented the Preliminary 2017-18 School Year Budget for Board review and acceptance.

**Recommended Action**

McKeand/Hallett moved to accept of the Preliminary 2017-18 School Year Budget as presented; motion passed unanimously.

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

At 7:38PM, McKeand/Pass moved to adjourn as presented; motion passed unanimously.

# Minutes of School Board Learning Session

## School Board Shakopee Public Schools

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A School Board Learning Session of the School Board of Shakopee Public Schools was held Monday, May 22, 2017, beginning at 6:00 PM in the Shakopee Public Schools District Office Board Room, 1200 Town Square, Shakopee, MN 55379.

1. 6:00PM - CALL TO ORDER AND ROLL CALL - CHAIR SWANSON  
PRESENT: Bowerman, Hallett, McKeand, Pass, Tucker and Swanson  
ABSENT: Romansky

2. Consideration of Agenda as presented.

2. 1. Discussion regarding Attendance Areas for the 2018-19 School Year

3. Other

#### 4. UPCOMING MEETINGS AND IMPORTANT DATES

May 25, 2017	Students' Last Day of School	
May 26, 2017	Teachers' Last Work Day	
May 27, 2017	Shakopee High School Commencement held at Grace Church, Eden Prairie	6:00PM
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 13, 2017	Citizens' Financial Advisory Committee Meeting District Office Board Room	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

#### 5. ADJOURNMENT

At 7:47PM, Hallett/Pass moved to adjourn as presented; motion passed unanimously.

## May 2017 Wires

### Wires In

May 26 17 County Check	\$ 7,579,528.67	
May 17 17 State Check	4,152,837.83	
May 28 17 State Check	3,664,812.30	
Multiple May 17 State Checks	60,901.46	
MSDLAF Int May 17	4,698.22	
bldg bond Int May 17	55,136.17	
May 2017 Health Interest	8.02	
May 2017 Dental Interest	1.98	
PFM OPEB Int May 17	<u>58,451.85</u>	
<b>Total Wires In</b>		<b>\$ 15,576,376.50</b>

### Wires Out

May 6 17 Board	\$ 100,000	
May 2 17 Taxes	1,100,000	
May 4 17 Board	700,000	
May 9 17 Board	200,000	
May 12 17 Payroll	1,500,000	
May 17 17 Taxes	1,100,000	
May 24 17 Board	600,000	
May 26 17 Payroll	1,500,000	
May 31 17 Taxes	1,200,000	
May Health Trust	680,000	
May Dental Trust	65,000	
May 16 Bldg Expense 2017	<u>6,400,000</u>	
<b>Total Wires Out</b>		<b>\$ 15,145,000</b>
<b>Net May 2017</b>		<b><u>\$ 431,376.50</u></b>

THIS AGREEMENT, made on June 1, 2016 by and between the **Shakopee School District**, herein called the Landlord, and the **Scott-Carver-Dakota CAP Agency, Inc., Head Start Program** hereinafter called Tenant.

Section 1. **Premises.** Subject to and in accordance with all the terms, conditions and provisions contained in this lease, the area used by the Tenant shall include the following facilities located at the Central Family Center, 505 S. Holmes Street, Shakopee, MN 55379

1. Room 108 for exclusive program use.
2. Lunchroom and kitchen use as scheduled with other building agencies.
3. Gymnasium use as scheduled with other building agencies.
4. Playground use as scheduled with other building agencies.
5. The men's and women's restrooms located on first floor.
6. Access to internet connections.
7. Access to use copier in 1<sup>st</sup> floor workroom on a fee basis of .021 per side cost.
8. Access to use district's central duplication services on a fee basis of .021 per side cost.
9. Appropriate access to district fax and postage service on a fee basis. (Head Start will be charged back directly by ISD #720 business office for phone, copying and postage expenses.)
10. Access to appropriate building storage space in the lower level assigned area with other building early childhood program users. The storage space will be used and kept orderly and not block any stairwell, doors, or cause any safety or health concerns.
11. Head Start furniture will be left in room #107 for Shakopee Early Childhood staff use.

Section 2. **Use of Leased Space.** The Tenant shall use the leased space for the sole purpose of the Head Start Program and activities related to the program and for no other purpose throughout the entire term of the lease without the prior written consent of the Landlord. The classroom program space (Room 108) can be used Monday-Friday from 7:00 AM to 9:00 PM during the school year and, if needed, Monday-Friday from 7:00 AM to 4:00 PM during the summer months.

Section 3. **Term of Lease.** The lease is for a term of 12 months (**1 year**) beginning on July 1, 2016 and ending on June 30, 2017.

Section 4. **Amount of Rent.** The Tenant shall pay the Landlord as rental for the leased space, the sum of \$1,030 per month for room 108 for use of the facilities. Payment will be made for the ten (10) month period of August 2016 through May 2017. The total amount due with this 12-month lease to the Shakopee School District is \$10,300.

Section 5. **Maintenance.** The Landlord shall be responsible for basic janitorial and maintenance services of the leased space. The Tenant will provide for all necessary supplies and equipment necessary to conduct their program and services.

Section 6. **Alterations.** The Tenant shall not make any material alterations in or on the leased space without the prior written consent of the Landlord.

Section 7. **Subleasing and Assignment.** The Tenant shall not sublease any portion of the leased area or assign this lease without the written consent of the Landlord.

Section 8. **Compliance with Laws & Regulations.** The Tenant shall not commit or permit any act to be performed in the leased space or omission to occur which will be in violation of any statute, regulation, rule, or ordinance/policy of any governmental body, or which will be in violation of any insurance policy carried by the Landlord. Tobacco products, intoxicating beverages, or liquors are not allowed on school property. The Central Family Center Early Childhood Supervisor will serve as the school district liaison to the Head Start Program.

Section 9. **Insurance.** The Tenant will maintain in full force and effect during the term of the Lease a policy of public liability insurance under which Landlord and Tenant are named as insurers. The minimum limits of liability of such insurance shall be \$500,000 for injury or death to any one person; \$500,000 for injury or death to more than one person; and \$1,000,000 for property damage. Tenant shall deliver a duplicate copy of said policy to Landlord. Such policy shall contain a provision requiring thirty (30) days written notice to the Landlord before cancellation of the policy can be effected.

Section 10. **Indemnification.** The Tenant agrees to protect, indemnify, and save the Landlord harmless from any and all liability to Tenant's employees, students, guests, invitees or family members for any loss, damage, or injury to their property or person sustained by reason of any act or occurrence whatsoever due directly to the use of the premises or any part thereof.

Section 11. **Termination.** Notwithstanding the term contained in Section 3 of this Lease, either party may terminate this Lease for any reason whatsoever upon sixty (60) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year written above.

**Landlord**  
**Independent School District #720**

**Tenant**  
**Scott-Carver-Dakota CAP Agency, Inc.**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** President/CEO

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

THIS AGREEMENT, made on May 22, 2017 by and between the **Shakopee School District**, herein called the Landlord, and the **Scott-Carver-Dakota CAP Agency, Inc., Head Start Program** hereinafter called Tenant.

Section 1. **Premises.** Subject to and in accordance with all the terms, conditions and provisions contained in this lease, the area used by the Tenant shall include the following facilities located at the Central Family Center, 505 S. Holmes Street, Shakopee, MN 55379

1. Room 108 for exclusive program use.
2. Lunchroom and kitchen use as scheduled with other building agencies.
3. Gymnasium use as scheduled with other building agencies.
4. Playground use as scheduled with other building agencies.
5. The men's and women's restrooms located on first floor.
6. Access to internet connections.
7. Access to use copier in 1<sup>st</sup> floor workroom on a fee basis of .021 per side cost.
8. Access to use district's central duplication services on a fee basis of .021 per side cost.
9. Appropriate access to district fax and postage service on a fee basis. (Head Start will be charged back directly by ISD #720 business office for phone, copying and postage expenses.)
10. Access to appropriate building storage space in the lower level assigned area with other building early childhood program users. The storage space will be used and kept orderly and not block any stairwell, doors, or cause any safety or health concerns.
11. Head Start furniture will be left in room #107 for Shakopee Early Childhood staff use.

Section 2. **Use of Leased Space.** The Tenant shall use the leased space for the sole purpose of the Head Start Program and activities related to the program and for no other purpose throughout the entire term of the lease without the prior written consent of the Landlord. The classroom program space (Room 108) can be used Monday-Friday from 7:00 AM to 9:00 PM during the school year and, if needed, Monday-Friday from 7:00 AM to 4:00 PM during the summer months.

Section 3. **Term of Lease.** The lease is for a term of 12 months (**1 year**) beginning on July 1, 2017 and ending on June 30, 2018.

Section 4. **Amount of Rent.** The Tenant shall pay the Landlord as rental for the leased space, the sum of \$ \$1,100 per month for room 108 for use of the facilities. Payment will be made for the ten (10) month period of August 2017 through May 2018. The total amount due with this 12-month lease to the Shakopee School District is \$ 11,000.

Section 5. **Maintenance.** The Landlord shall be responsible for basic janitorial and maintenance services of the leased space. The Tenant will provide for all necessary supplies and equipment necessary to conduct their program and services.

Section 6. **Alterations.** The Tenant shall not make any material alterations in or on the leased space without the prior written consent of the Landlord.

Section 7. **Subleasing and Assignment.** The Tenant shall not sublease any portion of the leased area or assign this lease without the written consent of the Landlord.

Section 8. **Compliance with Laws & Regulations.** The Tenant shall not commit or permit any act to be performed in the leased space or omission to occur which will be in violation of any statute, regulation, rule, or ordinance/policy of any governmental body, or which will be in violation of any insurance policy carried by the Landlord. Tobacco products, intoxicating beverages, or liquors are not allowed on school property. The Central Family Center Early Childhood Supervisor will serve as the school district liaison to the Head Start Program.

Section 9. **Insurance.** The Tenant will maintain in full force and effect during the term of the Lease a policy of public liability insurance under which Landlord and Tenant are named as insurers. The minimum limits of liability of such insurance shall be \$500,000 for injury or death to any one person; \$500,000 for injury or death to more than one person; and \$1,000,000 for property damage. Tenant shall deliver a duplicate copy of said policy to Landlord. Such policy shall contain a provision requiring thirty (30) days written notice to the Landlord before cancellation of the policy can be effected.

Section 10. **Indemnification.** The Tenant agrees to protect, indemnify, and save the Landlord harmless from any and all liability to Tenant's employees, students, guests, invitees or family members for any loss, damage, or injury to their property or person sustained by reason of any act or occurrence whatsoever due directly to the use of the premises or any part thereof.

Section 11. **Termination.** Notwithstanding the term contained in Section 3 of this Lease, either party may terminate this Lease for any reason whatsoever upon sixty (60) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year written above.

**Landlord**  
**Independent School District #720**

**Tenant**  
**Scott-Carver-Dakota CAP Agency, Inc.**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** Executive Director

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**RESOLUTION TO DETERMINE 2017 POPULATION ESTIMATE FOR  
INDEPENDENT SCHOOL DISTRICT NO. 720**

**WHEREAS**, Community Education funding is based upon specific district population, and,

**WHEREAS**, Independent School District No. 720 wishes to use its own estimates for a more accurate population count, and,

**WHEREAS**, Independent School District No. 720 obtains its population information from:

- \*Reports on births from local and area medical centers;
- \*Reports from Shakopee Public Utilities on changes of residents,
- \*Reports from local media sources on births and deaths,
- \*Census information received from early childhood programs,
- \*Scott County,
- \*City of Shakopee,
- \*Metropolitan Regional Council,
- \*U.S. Census Office,
- \*State Demographers office, and

**NOW THEREFORE BE IT RESOLVED**, that the basic Community Education levy will be based on a 47,569 population count as determined by Independent School District No. 720.

Signed this 12th day of June, 2017

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**Dr. Rod Thompson**  
Superintendent of Schools

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**Scott Swanson, Chair**  
Board of Education

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**Bob Greeley, Director**  
Community Education

Shakopee School District Growth History  
 School District Population Statistics

<u>Date</u>	<u>Population</u>		
June 1993	15,028		
June 1994	15,128	+100	.067% increase
June 1995	15,777	+649	4.30% increase
June 1996	16,515	+738	4.68% increase
June 1997	16,932	+417	2.53% increase
June 1998	17,835	+903	5.33% increase
June 1999	20,431	+2596	14.55% increase
June 2000	23,618	+3187	15.60% increase
June 2001	26,750	+3132	13.26% increase
June 2002	30,043	+3293	12.31% increase
June 2003	31,781	+1738	5.78% increase
June 2004	33,525	+1744	5.49% increase
June 2005	36,929	+3404	10.15% increase
June 2006	39,311	+2382	6.45% increase
June 2007	39,743	+432	1.10% increase
June 2008	40,051	+308	0.77% increase
June 2009	40,731	+680	1.69% increase
June 2010	41,423	+692	1.70% increase
June 2011	42,411	+988	2.38% increase
June 2012	44,290	+1879	4.43% increase
June 2013	44,711	+421	0.95% increase
June 2014	44,941	+230	0.51% increase
June 2015	46,376	+1435	3.19% increase
June 2016	47,110	+734	1.58% increase
June 2017	47,569	+459	1.02% increase

**June 2017 Notes**

- \*City of Shakopee                   **40,643** population estimate 05/22/17  
 (2017 numbers from Kyle Sobota, City of Shakopee)
  
- \*Louisville Township               **1,554** population estimate 05/22/17
  
- \*Jackson Township                 **1,657** population estimate 05/22/17
  
- \*Sand Creek Township             **217** population estimate 05/22/17
  
- \*City of Savage                     **2,460** population estimate 05/22/17
  
- \*City of Prior Lake                 **1,038** population estimate 05/22/17

## AGREEMENT TO PROVIDE YMCA PRESCHOOL PROGRAMMING

2016-2017 School Year

This AGREEMENT, entered into by and between Independent School District No. 720, Shakopee, Minnesota (hereinafter the "School District") and the Young Men's Christian Association of the Greater Twin Cities, River Valley Branch, a Minnesota non-profit corporation (hereinafter the "YMCA").

### RECITALS:

*WHEREAS*, the School District desires to provide programs and services for eligible preschool children residing in the School District before, during and after the end of the school day and on designated non-student contact days during the school year; and

*WHEREAS*, the School District presently does not have sufficient staff to operate its own preschool program, particularly before the school day commences and after it ends; and

*WHEREAS*, the YMCA has represented to the School District that it is duly qualified and capable of staffing and providing safe, high quality and cost-effective preschool programming and services for preschool children residing in the School District (the "Preschool Services"); and

*WHEREAS*, in order to provide, and facilitate convenient access to, the Preschool Services, the School District desires to engage the services of the YMCA to provide the Preschool Services at the School District's Central Family Center, located at 505 Holmes Street South, Shakopee, Minnesota (the "School Site").

*NOW, THEREFORE*, in consideration of the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. *Description of the Preschool Services.* The YMCA shall provide sufficient staffing and supervision to provide safe, high-quality Preschool Services for up to twenty (20) children. The Preschool Services shall include, but not be limited to, the following: (a) providing education activities that are designed to stimulate critical thinking skills, develop creativity, enhance learning, develop language skills, develop problem-solving skills, and develop communication effectiveness; (b) enrichment activities such physical fitness programming, music and introduction to foreign languages; (c) nutrition offerings in the form of meals and snacks; and (d) "Family Night" activities. Except as provided in this Agreement, the YMCA shall supply, at its expense, all program supplies, equipment and services necessary to provide the Preschool Services.

2. **Location of Preschool Services.** The YMCA shall provide the Preschool Services at the School Site. The specific rooms and spaces to be used by the YMCA at the School Site (including the playground and gymnasium) shall be determined in advance by the parties hereto and confirmed in writing. The YMCA acknowledges and agrees that specific rooms and spaces designated for the YMCA's use may be changed by the School District. In such event, the School District shall provide YMCA with at least thirty (30) days advance notice of such changes. YMCA further acknowledges and agrees that the rooms and spaces designated for its use will be made available on a non-exclusive basis and that the School District may use such rooms and spaces for other purposes when not used by the YMCA. The YMCA shall have access to the School Site's kitchen and cafeteria for the purpose of storage and serving meals and snacks. The YMCA shall ensure that any rooms and spaces used for Preschool Services, including the kitchen and cafeteria, shall be maintained in a clean and orderly condition.

3. **Schedule for School Site Use.** The YMCA shall have access to the School Site on those school days (including designated non-school days) that the School Site is open. The School Site shall not be accessible to the YMCA on business days where the School District has closed school due to inclement weather or other circumstances. YMCA personnel shall wear YMCA-issued uniforms at all times while at the School Site. The School District shall provide designated YMCA supervisors with card key access to the School Site. The Preschool Services shall be offered at the School Site from 6:30 AM to 6:00 PM on school days during the Term (as defined below). Preschool Services shall also be provided from 6:30 AM to 6:00 PM on the following non-school days provided that a minimum of five (5) children register for each day: August 15-19, 2016, October 19-21, 2016, October 31, 2016, January 16, 2017, January 23, 2017, February 20, 2017 and March 24, 2017. Family Night activities may be provided at the School Site after 6:00 PM on dates mutually agreed upon by the parties.

4. **Term.** This Agreement shall be in effect from August 15, 2016 through May 25, 2017 (the "Term"). Unless extended by mutual written agreement of the parties, this Agreement shall automatically terminate at the end of the Term. At the end of the Term (or at the end of any extended term), the YMCA shall promptly vacate the School Site and remove all of its supplies and equipment therefrom. The School District may terminate this Agreement at any time upon thirty (30) days written notice if YMCA commits a material breach of the Agreement.

5. **Program Fees; Payment for Additional Services.** In consideration for the provision of the Preschool Services during the Term, the School District shall pay the YMCA the sum of Ninety-Eight Thousand and 00/100 Dollars (\$98,000), which shall be paid in four equal installments of the \$24,500 on the last day of the following months, provided that an invoice for the installment is submitted to the School District by the first of the month: September 2016, November 2016, February 2017 and May 2017. In the event a child who is accepted for enrollment in the Preschool Services program has an individual family services plan ("IFSP"), individualized education program ("IEP") or Section 504 accommodation plan and requires the support of a paraprofessional, the School District shall provide the necessary paraprofessional support at School District

expense. Paraprofessionals who work in the Preschool Services program shall be employees of the School District and not the YMCA.

6. ***Use of School Site Office Equipment and Technology.***

a. ***Telephones.*** During this Agreement, the YMCA may use School District telephones located in the offices and other spaces designated for its use at the School Site, without charge, for the purpose of making local phone calls related to the delivery of the Preschool Services.

b. ***Printers and Copiers.*** Upon request, the YMCA may use a designated School District printer or copier at the School Site. The YMCA shall promptly reimburse the School District for all copying and printing costs at the rate of 21 cents per side.

c. ***Technology Access; Computers.*** The YMCA shall be provided access to the School District's wireless and landline internet networks at the School Site, but such access shall be specifically limited to internet access only. The YMCA shall, at its sole expense, provide the laptops and desktop computers necessary to operate the Preschool Services program. If necessary, the YMCA shall be responsible for any additional costs and expenses associated with establishing the YMCA's access to the internet at the School Site and any modifications to the offices, classrooms or other spaces designated for its use.

7. ***Food Service; Custodian Services.*** In order to facilitate the provision of the Preschool Services, the School District shall provide meals and snacks on school days and designated non-student contact days. The School District shall also provide custodial and maintenance services necessary to support the Preschool Services program.

8. ***Damage or Destruction of School District Equipment and Property.*** If in the course of providing the Preschool Services, the YMCA damages or destroys any School District property or equipment, the YMCA shall promptly repair or replace such property or equipment at the YMCA's sole expense.

9. ***Qualifications of YMCA Staff; Supervision by YMCA.*** Each of the employees, volunteers and agents the YMCA designates to perform the Preschool Services under this Agreement shall be duly qualified and trained to perform any task assigned to such person(s) by the YMCA, and shall have received training to work with preschool-age children. The YMCA's delivery of the Preschool Services shall be supervised at all times by qualified, trained and experienced YMCA staff.

10. ***Child Protection Background Check.*** The YMCA shall obtain a background check pursuant to the Minnesota Child Protection Background Check Act for each employee, volunteer or agent assigned to the School Site. If the YMCA receives a report that an employee, volunteer or agent so assigned has ever been convicted of a

background check crime, as defined and described in the attached Exhibit A, it shall take immediate steps to remove such employee, volunteer or agent from his/her assignment.

11. **Compliance with Applicable Laws, School District Policies and Procedures; Nondiscrimination.** The YMCA acknowledges and agrees that the YMCA's employees, volunteers and agents shall comply with all applicable laws and rules pertaining to the delivery of the Preschool Services. YMCA further acknowledges and agrees to adhere to the applicable policies and procedures of the School District while at the School Site. The School District's policies may be viewed at <http://www.shakopee.k12.mn.us>. The YMCA shall comply with provisions of Section 504 of the Rehabilitation Act of 1973 in that the YMCA shall not, solely by reason of disability, exclude from participation in, deny the benefits of, or subject to discrimination, any individual with a disability who receives Preschool Services.

12. **Notices.** All notices or other communications shall be deemed served when faxed, emailed with return receipt requested, hand-delivered or mailed by certified or registered mail, postage prepaid, with the proper address as indicated below. Until otherwise provided by the parties hereto, all notices or other communications to each of them shall be addressed as follows:

To the School District:

Robert Greeley, Community Education Director,  
Independent School District No. 720, 1200 Town  
Square, Shakopee, Minnesota 55066; Email:  
bgreeley@shakopee.k12.mn.us

To YMCA:

Karen Larson, Chief Financial Officer, YMCA  
Twin Cities, 2125 E. Hennepin  
Avenue, Minneapolis, MN 55413

13. **Protection of Records and Data.** In the course of providing the Preschool Services, the School District will be providing the YMCA with student information, including, but not limited to, the name of the child and the child's parent, address, telephone number and email address, emergency contact information, health-information and disability-related information (the "Education Records"). The YMCA acknowledges and agrees that Education Records are classified as confidential under the Family Education Rights and Privacy Act ("FERPA"), and private data within the meaning of the Minnesota Government Data Practices Act ("MGDPA"). The YMCA (including its employee and agents working at the School Site) shall preserve and protect the confidentiality of all educational data that it maintains on behalf of the School District and shall not disclose any data to anyone outside of the YMCA or the School District and its authorized agents unless such disclosure complies with the Family Educational Rights and Privacy Act ("FERPA") and the Minnesota Government Data Practices Act ("MGDPA").

14. **Status of YMCA; Supervision of Employees.** YMCA acknowledges and agrees that (a) its employees, volunteers and agents are not agents, servants, employees

or independent contractors of the School District and that YMCA's authority is specifically limited to the contractual rights and obligations assigned under this Agreement; (b) YMCA shall have no authority to bind the School District for the performance of any services or to otherwise obligate the School District; (c) YMCA's employees, volunteers and agents shall not be considered, under the provisions of this Agreement or otherwise, as having employee status and, accordingly, YMCA shall be responsible for payment of all taxes and fees arising out of YMCA's activities under this Agreement; and (d) YMCA shall exercise its own discretion in respect to the performance of its duties under this Agreement. YMCA acknowledges and agrees that it is solely responsible for supervising and directing its employees, volunteers and agents in the provision of the Preschool Services to children. YMCA further acknowledges and agrees that it holds no authority or responsibility whatsoever to direct, control, supervise or assign tasks to, employees of the School District.

15. ***Employee Misconduct; Removal.*** YMCA agrees that upon notification that an employee, volunteer or agent of YMCA has violated a provision of an applicable School District policy or procedure, has violated a law, jeopardized the mental or physical health of a child receiving Preschool Services at the School Site or disrupted the educational environment at the School Site, it will, at its sole expense and in a timely manner, substitute another experienced, trained, qualified and licensed employee or independent contractor to provide Preschool Services. The YMCA further acknowledges and agrees that the School District may unilaterally and without prior notice, require any personnel of YMCA to leave the School Site in the event that the School District concludes that YMCA personnel, or any one of them, has violated an applicable School District policy or procedure, a policy or procedure of a school district member of the School District, violated a law, jeopardized the mental or physical health of a child receiving Preschool Services or disrupted the educational environment at the School Site.

16. ***Insurance.*** YMCA shall keep in full force and effect during the term of this Agreement: (i) comprehensive general liability insurance written on an occurrence, not a claims-made, basis, in an amount not less than \$2 million per occurrence for bodily injury and property damage; (ii) automobile insurance, and (iii) workers' compensation insurance in an amount not less than that required by applicable law. Each such policy (except worker's compensation insurance) shall name the School Districts as an additional insured party. Within thirty (30) days of the date of execution of this Agreement, the YMCA shall provide a certificate of insurance for each such policy to the School District. The YMCA shall also ensure that each such policy of insurance includes a provision that requires the insurers or any one of them to give the School District thirty (30) days prior written notice of cancellation of any of the aforementioned insurance policies.

17. ***Indemnification.*** In consideration of the promises and agreements set forth herein, YMCA hereby covenants and agrees to hold harmless, defend, and indemnify the School District, including the present and future members of the School District's board of education, in their individual and official capacities, their heirs, personal representatives, successors and assigns, and any other administrator, teacher,

employee, or agent of the School District charged or chargeable with responsibility or liability, their heirs, personal representatives, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of service, attorney's fees, expenses and loss of compensation, incurred by the School District on account of, or in any way growing out of, the provision of the Preschool Services, except that the provisions of this Section shall not apply to the extent a personal injury is proximately caused by the School District's gross negligence.

18. **Authority.** YMCA represents and warrants to the School District that the person signing this Agreement is duly authorized and has legal capacity to execute and deliver this Agreement. YMCA further represents and warrants to the School District that the execution and delivery of the Agreement and the performance of YMCA's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on YMCA and enforceable in accordance with its terms.

19. **Entire Agreement/Modifications/Applicable Law.** This Agreement contains all of the agreements and understandings between the parties and supersedes and replaces any prior negotiations or proposed agreements, written or oral. Each of the parties hereto acknowledges that no other party nor agent of any other party, has made any promises, representations or warranties whatsoever, express or implied, not contained herein, to induce it to execute this Agreement. This document may not be modified or altered except by a subsequent writing to be signed by all parties hereto. All terms and conditions shall be construed and interpreted in accordance with and be subject to the laws of the State of Minnesota.

20. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, rules or regulations, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provisions or by its severance from this Agreement.

21. **Data Practices.** The YMCA and the School District must comply with the Minnesota Government Data Practices Act as it applies to all data provided by the School District under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the YMCA under this Agreement. The provisions of Minn. Stat. § 13.05, subd. 11 apply to this Agreement. If the YMCA receives a request to release the data referred to in this Section, the YMCA must immediately notify and consult with the School District as to how the YMCA should respond to the request. The YMCA's response to the request shall comply with applicable law.

22. **Binding Agreement.** This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.

23. **No Oral Waiver.** No breach of any provision of this Agreement can be waived by any party hereto unless such waiver is made in writing. Waiver of any breach by any undersigned party will not be deemed to be a waiver of any other breach of the same or any other provision hereof.

24. **Assignment.** This Agreement may not be assigned by YMCA without the prior written consent of the School District. YMCA may not delegate its duties under this Agreement to another party without the School District's prior written consent.

**IN WITNESS WHEREOF**, the undersigned parties hereto have duly executed this Agreement as of the date indicated next to the name of the party who signs below.

**INDEPENDENT SCHOOL DISTRICT  
NO. 720**

Dated: \_\_\_\_\_, 2016

By:

\_\_\_\_\_  
Rod Thompson, Superintendent of Schools

**YOUNG MEN'S CHRISTIAN  
ASSOCIATION OF THE GREATER  
TWIN CITIES**

Dated: 7/24, 2016

By:

Karen Larson  
Karen Larson, Chief Financial Officer

## **EXHIBIT A**

### **Definition of "Background Check Crime"**

Minn. Stat. § 299C.61, subd. 2: "Background check crime" includes child abuse crimes, murder, manslaughter, felony level assault or any assault crime committed against a minor, kidnapping, arson, criminal sexual conduct, and prostitution-related crimes.

## **AGREEMENT TO PROVIDE YMCA PRESCHOOL PROGRAMMING**

**2017-2018 School Year**

This AGREEMENT, entered into by and between Independent School District No. 720, Shakopee, Minnesota (hereinafter the “School District”) and the Young Men’s Christian Association of the Greater Twin Cities, River Valley Branch, a Minnesota non-profit corporation (hereinafter the “YMCA”).

### **RECITALS:**

**WHEREAS**, the School District desires to provide programs and services for eligible preschool children residing in the School District before, during and after the end of the school day and on designated non-student contact days during the school year; and

**WHEREAS**, the School District presently does not have sufficient staff to operate its own preschool program, particularly before the school day commences and after it ends; and

**WHEREAS**, the YMCA has represented to the School District that it is duly qualified and capable of staffing and providing safe, high quality and cost-effective preschool programming and services for preschool children residing in the School District (the “Preschool Services”); and

**WHEREAS**, in order to provide, and facilitate convenient access to, the Preschool Services, the School District desires to engage the services of the YMCA to provide the Preschool Services at the School District’s Central Family Center, located at 505 Holmes Street South, Shakopee, Minnesota (the “School Site”).

**NOW, THEREFORE**, in consideration of the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Description of the Preschool Services.** The YMCA shall provide sufficient staffing and supervision to provide safe, high-quality Preschool Services for up to twenty (20) children. The Preschool Services shall include, but not be limited to, the following: (a) providing education activities that are designed to stimulate critical thinking skills, develop creativity, enhance learning, develop language skills, develop problem-solving skills, and develop communication effectiveness; (b) enrichment activities such physical fitness programming, music and introduction to foreign languages; (c) nutrition offerings in the form of meals and snacks; and (d) “Family Night” activities. Except as provided in this Agreement, the YMCA shall supply, at its expense, all program supplies, equipment and services necessary to provide the Preschool Services.

2. **Location of Preschool Services.** The YMCA shall provide the Preschool Services at the School Site. The specific rooms and spaces to be used by the YMCA at the School Site (including the playground and gymnasium) shall be determined in advance by the parties hereto and confirmed in writing. The YMCA acknowledges and agrees that specific rooms and spaces designated for the YMCA's use may be changed by the School District. In such event, the School District shall provide YMCA with at least thirty (30) days advance notice of such changes. YMCA further acknowledges and agrees that the rooms and spaces designated for its use will be made available on a non-exclusive basis and that the School District may use such rooms and spaces for other purposes when not used by the YMCA. The YMCA shall have access to the School Site's kitchen and cafeteria for the purpose of storage and serving meals and snacks. The YMCA shall ensure that any rooms and spaces used for Preschool Services, including the kitchen and cafeteria, shall be maintained in a clean and orderly condition.

3. **Schedule for School Site Use.** The YMCA shall have access to the School Site on those school days (including designated non-school days) that the School Site is open. The School Site shall not be accessible to the YMCA on business days where the School District has closed school due to inclement weather or other circumstances. YMCA personnel shall wear YMCA-issued uniforms at all times while at the School Site. The School District shall provide designated YMCA supervisors with card key access to the School Site. The Preschool Services shall be offered at the School Site from 7:00 AM to 5:30 PM on school days during the Term (as defined below). Preschool Services shall also be provided from 7:00 AM to 5:30 PM on the following non-school days provided that a minimum of five (5) children register by the registration date for each day: August 28-September 1 2017, October 18-20, 2017, November 10, 2017, January 15, 2018, January 22, 2018, February 19, 2018 and May 28, 2018 and one release day to be determined. Family Night activities may be provided at the School Site after 5:30 PM on dates mutually agreed upon by the parties.

4. **Term.** This Agreement shall be in effect from August 28, 2017 through May 31, 2018 (the "Term"). Unless extended by mutual written agreement of the parties, this Agreement shall automatically terminate at the end of the Term. At the end of the Term (or at the end of any extended term), the YMCA shall promptly vacate the School Site and remove all of its supplies and equipment therefrom. The School District may terminate this Agreement at any time upon thirty (30) days written notice if YMCA commits a material breach of the Agreement.

5. **Program Fees; Payment for Additional Services.** In consideration for the provision of the Preschool Services during the Term, the School District shall pay the YMCA the sum of Ninety-Eight Thousand and 00/100 Dollars (\$98,000), which shall be paid in four equal installments of the \$24,500 on the last day of the following months, provided that an invoice for the installment is submitted to the School District by the first of the month: September 2017, November 2017, February 2018 and May 2018. In the event a child who is accepted for enrollment in the Preschool Services program has an individual family services plan ("IFSP"), individualized education program ("IEP") or Section 504 accommodation plan and requires the support of a paraprofessional, the

School District shall provide the necessary paraprofessional support at School District expense. Paraprofessionals who work in the Preschool Services program shall be employees of the School District and not the YMCA.

6. ***Use of School Site Office Equipment and Technology.***

a. ***Telephones.*** During this Agreement, the YMCA may use School District telephones located in the offices and other spaces designated for its use at the School Site, without charge, for the purpose of making local phone calls related to the delivery of the Preschool Services.

b. ***Printers and Copiers.*** Upon request, the YMCA may use a designated School District printer or copier at the School Site. The YMCA shall promptly reimburse the School District for all copying and printing costs at the rate of 21 cents per side.

c. ***Technology Access; Computers.*** The YMCA shall be provided access to the School District's wireless and landline internet networks at the School Site, but such access shall be specifically limited to internet access only. The YMCA shall, at its sole expense, provide the laptops and desktop computers necessary to operate the Preschool Services program. If necessary, the YMCA shall be responsible for any additional costs and expenses associated with establishing the YMCA's access to the internet at the School Site and any modifications to the offices, classrooms or other spaces designated for its use.

7. ***Food Service; Custodian Services.*** In order to facilitate the provision of the Preschool Services, the School District shall provide meals and snacks on school days and designated non-student contact days. The School District shall also provide custodial and maintenance services necessary to support the Preschool Services program.

8. ***Damage or Destruction of School District Equipment and Property.*** If in the course of providing the Preschool Services, the YMCA damages or destroys any School District property or equipment, the YMCA shall promptly repair or replace such property or equipment at the YMCA's sole expense.

9. ***Qualifications of YMCA Staff; Supervision by YMCA.*** Each of the employees, volunteers and agents the YMCA designates to perform the Preschool Services under this Agreement shall be duly qualified and trained to perform any task assigned to such person(s) by the YMCA, and shall have received training to work with preschool-age children. The YMCA's delivery of the Preschool Services shall be supervised at all times by qualified, trained and experienced YMCA staff.

10. ***Child Protection Background Check.*** The YMCA shall obtain a background check pursuant to the Minnesota Child Protection Background Check Act for each employee, volunteer or agent assigned to the School Site. If the YMCA receives a report that an employee, volunteer or agent so assigned has ever been convicted of a

background check crime, as defined and described in the attached Exhibit A, it shall take immediate steps to remove such employee, volunteer or agent from his/her assignment.

11. ***Compliance with Applicable Laws, School District Policies and Procedures; Nondiscrimination.*** The YMCA acknowledges and agrees that the YMCA’s employees, volunteers and agents shall comply with all applicable laws and rules pertaining to the delivery of the Preschool Services. YMCA further acknowledges and agrees to adhere to the applicable policies and procedures of the School District while at the School Site. The School District’s policies may be viewed at <http://www.shakopee.k12.mn.us>. The YMCA shall comply with provisions of Section 504 of the Rehabilitation Act of 1973 in that the YMCA shall not, solely by reason of disability, exclude from participation in, deny the benefits of, or subject to discrimination, any individual with a disability who receives Preschool Services.

12. ***Notices.*** All notices or other communications shall be deemed served when faxed, emailed with return receipt requested, hand-delivered or mailed by certified or registered mail, postage prepaid, with the proper address as indicated below. Until otherwise provided by the parties hereto, all notices or other communications to each of them shall be addressed as follows:

To the School District: Robert Greeley, Community Education Director,  
Independent School District No. 720, 1200 Town  
Square, Shakopee, Minnesota 55066; Email:  
bgreeley@shakopee.k12.mn.us

To YMCA: Karen Larson, Chief Financial Officer, YMCA  
Twin Cities, 2125 E. Hennepin  
Avenue, Minneapolis, MN 55413

13. ***Protection of Records and Data.*** In the course of providing the Preschool Services, the School District will be providing the YMCA with student information, including, but not limited to, the name of the child and the child’s parent, address, telephone number and email address, emergency contact information, health-information and disability-related information (the “Education Records”). The YMCA acknowledges and agrees that Education Records are classified as confidential under the Family Education Rights and Privacy Act (“FERPA”), and private data within the meaning of the Minnesota Government Data Practices Act (“MGDPA”). The YMCA (including its employee and agents working at the School Site) shall preserve and protect the confidentiality of all educational data that it maintains on behalf of the School District and shall not disclose any data to anyone outside of the YMCA or the School District and its authorized agents unless such disclosure complies with the Family Educational Rights and Privacy Act (“FERPA”) and the Minnesota Government Data Practices Act (“MGDPA”).

14. ***Status of YMCA; Supervision of Employees.*** YMCA acknowledges and agrees that (a) its employees, volunteers and agents are not agents, servants, employees

or independent contractors of the School District and that YMCA's authority is specifically limited to the contractual rights and obligations assigned under this Agreement; (b) YMCA shall have no authority to bind the School District for the performance of any services or to otherwise obligate the School District; (c) YMCA's employees, volunteers and agents shall not be considered, under the provisions of this Agreement or otherwise, as having employee status and, accordingly, YMCA shall be responsible for payment of all taxes and fees arising out of YMCA's activities under this Agreement; and (d) YMCA shall exercise its own discretion in respect to the performance of its duties under this Agreement. YMCA acknowledges and agrees that it is solely responsible for supervising and directing its employees, volunteers and agents in the provision of the Preschool Services to children. YMCA further acknowledges and agrees that it holds no authority or responsibility whatsoever to direct, control, supervise or assign tasks to, employees of the School District.

15. **Employee Misconduct; Removal.** YMCA agrees that upon notification that an employee, volunteer or agent of YMCA has violated a provision of an applicable School District policy or procedure, has violated a law, jeopardized the mental or physical health of a child receiving Preschool Services at the School Site or disrupted the educational environment at the School Site, it will, at its sole expense and in a timely manner, substitute another experienced, trained, qualified and licensed employee or independent contractor to provide Preschool Services. The YMCA further acknowledges and agrees that the School District may unilaterally and without prior notice, require any personnel of YMCA to leave the School Site in the event that the School District concludes that YMCA personnel, or any one of them, has violated an applicable School District policy or procedure, a policy or procedure of a school district member of the School District, violated a law, jeopardized the mental or physical health of a child receiving Preschool Services or disrupted the educational environment at the School Site.

16. **Insurance.** YMCA shall keep in full force and effect during the term of this Agreement: (i) comprehensive general liability insurance written on an occurrence, not a claims-made, basis, in an amount not less than \$2 million per occurrence for bodily injury and property damage; (ii) automobile insurance, and (iii) workers' compensation insurance in an amount not less than that required by applicable law. Each such policy (except worker's compensation insurance) shall name the School Districts as an additional insured party. Within thirty (30) days of the date of execution of this Agreement, the YMCA shall provide a certificate of insurance for each such policy to the School District. The YMCA shall also ensure that each such policy of insurance includes a provision that requires the insurers or any one of them to give the School District thirty (30) days prior written notice of cancellation of any of the aforementioned insurance policies.

17. **Indemnification.** In consideration of the promises and agreements set forth herein, YMCA hereby covenants and agrees to hold harmless, defend, and indemnify the School District, including the present and future members of the School District's board of education, in their individual and official capacities, their heirs, personal representatives, successors and assigns, and any other administrator, teacher,

employee, or agent of the School District charged or chargeable with responsibility or liability, their heirs, personal representatives, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of service, attorney's fees, expenses and loss of compensation, incurred by the School District on account of, or in any way growing out of, the provision of the Preschool Services, except that the provisions of this Section shall not apply to the extent a personal injury is proximately caused by the School District's gross negligence.

18. **Authority.** YMCA represents and warrants to the School District that the person signing this Agreement is duly authorized and has legal capacity to execute and deliver this Agreement. YMCA further represents and warrants to the School District that the execution and delivery of the Agreement and the performance of YMCA's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on YMCA and enforceable in accordance with its terms.

19. **Entire Agreement/Modifications/Applicable Law.** This Agreement contains all of the agreements and understandings between the parties and supersedes and replaces any prior negotiations or proposed agreements, written or oral. Each of the parties hereto acknowledges that no other party nor agent of any other party, has made any promises, representations or warranties whatsoever, express or implied, not contained herein, to induce it to execute this Agreement. This document may not be modified or altered except by a subsequent writing to be signed by all parties hereto. All terms and conditions shall be construed and interpreted in accordance with and be subject to the laws of the State of Minnesota.

20. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, rules or regulations, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provisions or by its severance from this Agreement.

21. **Data Practices.** The YMCA and the School District must comply with the Minnesota Government Data Practices Act as it applies to all data provided by the School District under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the YMCA under this Agreement. The provisions of Minn. Stat. § 13.05, subd. 11 apply to this Agreement. If the YMCA receives a request to release the data referred to in this Section, the YMCA must immediately notify and consult with the School District as to how the YMCA should respond to the request. The YMCA's response to the request shall comply with applicable law.

22. **Binding Agreement.** This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.

23. **No Oral Waiver.** No breach of any provision of this Agreement can be waived by any party hereto unless such waiver is made in writing. Waiver of any breach by any undersigned party will not be deemed to be a waiver of any other breach of the same or any other provision hereof.

24. **Assignment.** This Agreement may not be assigned by YMCA without the prior written consent of the School District. YMCA may not delegate its duties under this Agreement to another party without the School District's prior written consent.

**IN WITNESS WHEREOF**, the undersigned parties hereto have duly executed this Agreement as of the date indicated next to the name of the party who signs below.

**INDEPENDENT SCHOOL DISTRICT  
NO. 720**

Dated: \_\_\_\_\_, 2017

By: \_\_\_\_\_  
Rod Thompson, Superintendent of Schools

**YOUNG MEN'S CHRISTIAN  
ASSOCIATION OF THE GREATER  
TWIN CITIES**

Dated: \_\_\_\_\_, 2017

By: \_\_\_\_\_  
Karen Larson, Chief Financial Officer

## **EXHIBIT A**

### **Definition of “Background Check Crime”**

Minn. Stat. § 299C.61, subd. 2: "Background check crime" includes child abuse crimes, murder, manslaughter, felony level assault or any assault crime committed against a minor, kidnapping, arson, criminal sexual conduct, and prostitution-related crimes.

EXTRACT OF MINUTES OF MEETING  
OF SCHOOL BOARD OF  
SCHOOL DISTRICT # \_\_\_\_\_  
(City)  
STATE OF MINNESOTA

Pursuant to due call and notice thereof, a School Board meeting of School District No. \_\_\_\_\_, State of Minnesota, was held on \_\_\_\_\_, at \_\_\_\_\_ m., for the purpose, in part, of approving the SW Metro Intermediate School District No. 288's Long-Term Facility Maintenance budget and authorizing the inclusion of a proportionate share of Intermediate School District's long-term facility maintenance projects in the district's application for long-term facility maintenance.

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

**RESOLUTION APPROVING SW METRO INTERMEDIATE SCHOOL DISTRICT NO. 288'S LONG-TERM FACILITY MAINTENANCE PROGRAM BUDGET AND AUTHORIZING THE INCLUSION OF A PROPORTIONATE SHARE OF THOSE PROJECTS IN THE DISTRICT'S APPLICATION FOR LONG-TERM FACILITY MAINTENANCE REVENUE**

BE IT RESOLVED by the School Board of District No. \_\_\_\_\_, State of Minnesota, as follows:

1. The School Board of SW Metro Intermediate School District 288 has approved a long-term facility maintenance program budget for its facilities for the 2018-2019 school year in the amount of \$225,000.00. The various components of this program budget are attached as Exhibit A hereto and are incorporated herein by reference. Said budget is hereby approved. (Exhibit A)
2. Minnesota Statutes, Section 123B.53, Subdivision 1, as amended, provides that if an intermediate school district's long-term facility maintenance budget is approved by the school boards of each of the intermediate school district's member school districts, each member district may include its proportionate share of the costs of the intermediate school district program in its long-term facility maintenance revenue application.
3. The proportionate share of the costs of the intermediate school district's long-term facility maintenance program for each member school district to be included in its application shall be determined by multiplying the total cost of the intermediate school district long-term facility maintenance program times a percentage that weighs the two components of each

member districts portion of the total Special Education Tuition billing and Vocational billing. The long-term facility maintenance costs shall be funded through annual levy instead of issuing bonds. The inclusion of this proportionate share in the district's long-term facility maintenance revenue application for fiscal year 2019 is hereby approved, subject to approval by the Commissioner of Education.

4. Upon receipt of the proportionate share of long-term facility maintenance revenue attributable to the intermediate school district program, the district shall promptly pay to the intermediate school district the applicable aid or levy proceeds.

The motion for the adoption of the foregoing resolution was duly seconded by Director \_\_\_\_\_ and, upon vote being taken thereon, the following voted in favor thereof:

And the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

#### STATE OF MINNESOTA

I, the undersigned, being the duly qualified and acting Clerk of School District No. \_\_\_\_\_, State of Minnesota, hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of School District No. \_\_\_\_\_, held on the date therein indicated, with the original of said minutes on file in my office, and the same is a full, true and complete transcript insofar as the same relates to the approval of SW Metro Intermediate School District No. 288's long-term facility maintenance program budget and authorizing the inclusion of a proportionate share of the SW Metro Intermediate School District's long-term facility maintenance projects in the district's application for long-term facility maintenance revenue.

WITNESS MY HAND officially as such Clerk this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Clerk

School District No. \_\_\_\_\_

	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	Grand Total
<b>Deferred Maintenance</b>											
RVEC	26,060	26,060	87,216	87,216	87,216	180,526	180,526	180,526	180,526	180,526	1,216,400
401 Bldg	138,295	138,295	364,183	364,183	364,183	1,700,639	1,700,639	1,700,639	1,700,639	1,700,639	9,872,334
East Creek	25,657	25,657	66,507	66,507	66,507	74,057	74,057	74,057	74,057	74,057	621,120
<b>Total</b>	<b>190,011</b>	<b>190,011</b>	<b>517,906</b>	<b>517,906</b>	<b>517,906</b>	<b>1,955,223</b>	<b>1,955,223</b>	<b>1,955,223</b>	<b>1,955,223</b>	<b>1,955,223</b>	<b>11,709,854</b>
368 Building Envelope	40,063	40,063	38,250	38,250	38,250	20,700	20,700	20,700	20,700	20,700	298,376
369 Building Hardware and Equipment											
370 Electrical			35,833	35,833	35,833	109,750	109,750	109,750	109,750	109,750	656,250
379 Interior Surfaces	72,288	72,288	74,273	74,273	74,273	21,028	21,028	21,028	21,028	21,028	472,533
380 Mechanical Systems	23,750	23,750	281,667	281,667	281,667	1,523,283	1,523,283	1,523,283	1,523,283	1,523,283	8,508,915
381 Plumbing	8,750	8,750	42,750	42,750	42,750	21,700	21,700	21,700	21,700	21,700	254,250
382 Professional Services and Salary											
383 Roof Systems	45,160	45,160	45,133	45,133	45,133	258,762	258,762	258,762	258,762	258,762	1,519,529
384 Site Projects											
<b>Total</b>	<b>190,011</b>	<b>190,011</b>	<b>517,906</b>	<b>517,906</b>	<b>517,906</b>	<b>1,955,223</b>	<b>1,955,223</b>	<b>1,955,223</b>	<b>1,955,223</b>	<b>1,955,223</b>	<b>11,709,853</b>

Items to be completed with GF budgeted dollars

RVEC	(13,905)	(13,905)	(9,883)	(9,883)	(9,883)	(3,638)	(3,638)	(3,638)	(3,638)	(3,638)	(75,646)
401 Bldg	(11,157)	(11,157)	(1,958)	(1,958)	(1,958)	(2,070)	(2,070)	(2,070)	(2,070)	(2,070)	(38,539)
East Creek	(5,345)	(5,345)	(1,090)	(1,090)	(1,090)	(1,141)	(1,141)	(1,141)	(1,141)	(1,141)	(19,664)
<b>Total</b>	<b>(30,407)</b>	<b>(30,407)</b>	<b>(12,931)</b>	<b>(12,931)</b>	<b>(12,931)</b>	<b>(6,849)</b>	<b>(6,849)</b>	<b>(6,849)</b>	<b>(6,849)</b>	<b>(6,849)</b>	<b>(133,849)</b>
<b>Amount to be funded with levy</b>	<b>159,605</b>	<b>159,605</b>	<b>504,975</b>	<b>504,975</b>	<b>504,975</b>	<b>1,948,374</b>	<b>1,948,374</b>	<b>1,948,374</b>	<b>1,948,374</b>	<b>1,948,374</b>	<b>11,576,005</b>

Major items that have significant levy impact

RVEC	(60,000)	(60,000)	(60,000)	(60,000)	(60,000)	(124,799)	(124,799)	(124,799)	(124,799)	(124,799)	(803,994)
401 Bldg						(1,500,000)	(1,500,000)	(1,500,000)	(1,500,000)	(1,500,000)	(7,500,000)
East Creek						(40,958)	(40,958)	(40,958)	(40,958)	(40,958)	(204,792)
<b>Total</b>	<b>(60,000)</b>	<b>(60,000)</b>	<b>(60,000)</b>	<b>(60,000)</b>	<b>(60,000)</b>	<b>(1,665,757)</b>	<b>(1,665,757)</b>	<b>(1,665,757)</b>	<b>(1,665,757)</b>	<b>(1,665,757)</b>	<b>(8,508,786)</b>
<b>Alternative Deferred Maintenance Levy</b>	<b>159,605</b>	<b>159,605</b>	<b>444,975</b>	<b>444,975</b>	<b>444,975</b>	<b>282,617</b>	<b>282,617</b>	<b>282,617</b>	<b>282,617</b>	<b>282,617</b>	<b>3,067,219</b>

Proposed Deferred Maintenance Levy

<b>Total</b>	<b>200,000</b>	<b>225,000</b>	<b>250,000</b>	<b>275,000</b>	<b>300,000</b>	<b>325,000</b>	<b>350,000</b>	<b>375,000</b>	<b>375,000</b>	<b>392,219</b>	<b>3,067,219</b>
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Annual Running Balance

<b>Total</b>	<b>40,395</b>	<b>105,790</b>	<b>(89,185)</b>	<b>(259,160)</b>	<b>(404,135)</b>	<b>(361,752)</b>	<b>(294,369)</b>	<b>(201,985)</b>	<b>(109,602)</b>	<b>0</b>	<b>0</b>
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Major Items Include:

RVEC-Controls	180,000
RVEC- Replace Roof	623,994
401-Ventilation	5,625,000
401-Steam to Hotwater	1,750,000
401-Replace Steam Boiler	125,000
East Creek- Replace Roof	204,792
<b>Total</b>	<b>8,508,786</b>



## Long-Term Facilities Maintenance Levy History

District	<u>FY18</u>	<u>FY19</u>
Eastern Carver County	\$ 26,309.00	\$ 35,002.13
Shakopee	\$ 38,820.00	\$ 48,535.87
Waconia	\$ 10,601.00	\$ 11,574.00
Watertown-Mayer	\$ 5,901.00	\$ 5,078.25
Central	\$ 10,182.00	\$ 10,440.00
Belle Plaine	\$ 13,009.00	\$ 19,705.50
Jordan	\$ 10,855.00	\$ 12,611.25
Prior Lake-Savage	\$ 40,763.00	\$ 43,463.25
New Prague	\$ 15,632.00	\$ 18,857.25
Tri-City United	\$ 15,200.00	\$ 10,633.50
Buffalo	\$ 12,728.00	\$ 9,099.00
Total	<u>\$ 200,000.00</u>	<u>\$ 225,000.00</u>



## SHAKOPEE PUBLIC SCHOOLS

### REVENUE & EXPENDITURE SUMMARY BY SOURCE, OBJECT SERIES & PROGRAM SERIES

**May 31, 2017**



<b>REVENUE</b>										May 31, 2017	May 31, 2016	May 31, 2015		
REVENUE CATEGORIES	June 30, 2015	June 30, 2016	Adopted Budget	Revised Budget	Next Year Budget	Received YTD	Encumb YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	May 31, 2016	May 31, 2015	
STATE	67,134,751	69,754,755	73,190,336	73,331,671	75,903,741	62,786,799	-	10,544,873	85.6%	86.1%	84.3%	60,078,248	56,564,865	
FEDERAL	1,838,975	2,033,546	2,134,888	2,688,517	2,000,140	1,542,310	-	1,146,207	57.4%	67.2%	55.7%	1,367,041	1,024,502	
PROPERTY TAXES	9,285,837	9,136,671	13,341,826	13,098,788	13,852,370	7,632,776	-	5,466,012	58.3%	82.5%	69.9%	7,535,530	6,492,681	
TUITION	2,375	1,250	-	1,275	1,275	-	-	1,275	0.0%	80.0%	0.0%	1,000	-	
LOCAL (FEES, INTEREST, ETC.)	1,614,715	1,660,696	1,682,950	2,240,274	1,988,394	1,767,904	-	472,370	78.9%	89.8%	83.4%	1,490,888	1,346,920	
<b>TOTALS</b>	<b>79,876,653</b>	<b>82,586,918</b>	<b>90,350,000</b>	<b>91,360,525</b>	<b>93,745,920</b>	<b>73,729,789</b>	<b>-</b>	<b>17,630,736</b>	<b>80.7%</b>	<b>85.3%</b>	<b>81.9%</b>	<b>70,472,707</b>	<b>65,428,968</b>	

<b>EXPENDITURES</b>										May 31, 2017	May 31, 2016	May 31, 2015		
OBJECT SERIES	June 30, 2015	June 30, 2016	Adopted Budget	Revised Budget	Next Year Budget	Expended YTD	Encumb YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	May 31, 2016	May 31, 2015	
SALARIES & WAGES	50,431,518	54,395,343	56,263,165	56,881,020	55,653,189	45,962,052	-	10,918,967	80.8%	81.2%	81.0%	44,151,275	40,851,370	
EMPLOYEE BENEFITS	14,544,376	16,116,270	15,772,861	15,468,329	16,154,266	12,470,353	-	2,997,976	80.6%	76.0%	84.5%	12,240,635	12,296,459	
PURCHASED SERVICES	10,475,334	11,396,889	9,096,191	11,647,986	12,877,139	10,234,652	-	1,413,334	87.9%	85.4%	81.8%	9,729,091	8,572,646	
SUPPLIES	2,752,751	2,657,733	3,925,860	3,283,403	3,222,318	2,980,395	-	303,008	90.8%	88.2%	84.5%	2,343,662	2,325,131	
EQUIPMENT	3,668,435	3,682,046	4,818,273	4,414,890	4,482,303	3,833,888	-	581,002	86.8%	76.6%	50.0%	2,819,652	1,834,132	
DEBT SERVICE	-	-	-	-	-	-	-	-	0.0%	0.0%	0.0%	-	-	
OTHER EXPENDITURES	666,642	625,227	458,650	374,539	387,760	333,296	-	41,243	89.0%	91.6%	122.9%	572,912	819,538	
<b>TOTALS</b>	<b>82,539,054</b>	<b>88,873,508</b>	<b>90,335,000</b>	<b>92,070,167</b>	<b>92,776,975</b>	<b>75,814,636</b>	<b>-</b>	<b>16,255,530</b>	<b>82.3%</b>	<b>80.9%</b>	<b>80.8%</b>	<b>71,857,228</b>	<b>66,699,276</b>	

<b>PROGRAM SERIES</b>										May 31, 2017	May 31, 2016	May 31, 2015		
PROGRAM SERIES	June 30, 2015	June 30, 2016	Adopted Budget	Revised Budget	Next Year Budget	Expended YTD	Encumb YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	May 31, 2016	May 31, 2015	
SITE ADMINISTRATION	4,659,323	4,976,080	4,854,696	4,923,010	5,021,077	4,320,689	-	602,321	87.8%	87.7%	87.9%	4,365,593	4,095,936	
DISTRICT ADMINISTRATION	1,710,849	1,521,185	1,388,993	1,420,817	1,248,808	1,328,825	-	91,992	93.5%	95.2%	91.1%	1,448,456	1,558,886	
SUPPORT SERVICES	1,052,174	1,502,414	1,571,922	1,481,685	(553,007)	1,187,527	-	294,158	80.1%	88.9%	88.7%	1,334,958	933,191	
REGULAR INSTRUCTION	36,670,286	38,868,827	37,820,136	38,544,930	40,003,710	30,303,407	-	8,241,523	78.6%	76.3%	77.8%	29,660,442	28,516,911	
EXTRA-CURRICULAR ACTIVITIES	2,003,849	2,137,843	1,563,813	2,417,015	2,408,544	2,229,261	-	187,754	92.2%	89.9%	91.0%	1,922,000	1,822,651	
VOCATIONAL INSTRUCTION	794,119	891,170	374,922	577,967	586,909	363,600	-	214,367	62.9%	44.4%	36.4%	395,271	289,333	
SPECIAL EDUCATION	15,275,443	17,064,715	17,683,329	18,062,491	18,295,918	14,102,202	-	3,960,289	78.1%	78.2%	79.7%	13,342,112	12,181,510	
INSTRUCTIONAL SUPPORT	6,351,628	7,492,764	10,708,838	10,246,907	9,922,052	8,573,534	-	1,673,373	83.7%	85.6%	86.6%	6,416,771	5,498,723	
PUPIL SUPPORT SERVICES	6,771,903	7,262,299	6,542,719	7,275,064	7,553,546	6,391,754	-	883,310	87.9%	82.6%	84.2%	6,001,829	5,700,909	
FACILITIES	5,847,498	5,937,614	6,598,713	5,933,362	7,089,318	5,495,521	-	437,841	92.6%	90.1%	84.6%	5,350,793	4,944,559	
OTHER FINANCING USES	1,401,981	1,218,599	1,226,919	1,186,919	1,200,100	1,518,316	-	(331,397)	127.9%	132.9%	75.9%	1,619,003	1,063,809	
<b>TOTALS</b>	<b>82,539,054</b>	<b>88,873,508</b>	<b>90,335,000</b>	<b>92,070,167</b>	<b>92,776,975</b>	<b>75,814,636</b>	<b>-</b>	<b>16,255,530</b>	<b>82.3%</b>	<b>80.9%</b>	<b>80.7%</b>	<b>71,857,228</b>	<b>66,606,417</b>	



# Prelim Budget – Fiscal Year 2018

June 12, 2017

## Budget Assumptions

- Enrollment of 8,326 students, increase of 47 vs. FY17 projected end of year.
- Increase in Formula Allowance of 2.0% or \$121/P.U. resulting in new revenues of \$1,107,276
- TRA was assumed to increase by .5% from 7.5% to 8.0%, legislature did not approve, resulting in a positive impact of \$267,534 vs. 1<sup>st</sup> review of FY18.
- Budget Adjustments (combination of Expenditure Reductions and Increases in Revenues) with an overall positive impact of \$2,840,350
  - Staffing (Teachers, Dist. Admin, Custodial, SPED, and T&L \$2,093,750
  - Building Supplies, PD, Capital & Compensatory \$200,000
  - Activity Program Adjustments \$136,600
  - Enrollment \$360,000
  - Meals at TLC & Restructure Summer School \$50,000

## 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%
- Reduction in OPEB Implicit Cost, impact is less draw on OPEB trust in the amount of \$163,842
- All Other Expenditures growing at 3.0% with the exception of Instructional Supplies, General Supplies and Professional development which was held flat or reduced.
- Lunch Prices increasing at \$0.10 per paid lunch



						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	77,017,464	75,853,268	(71,554)	3,117,714		1,092,642
	2.20%				3.36%		
<b>Restricted</b>	(329,264)	16,728,456	16,923,707	71,554	(452,961)		(123,697)
(Op Capital, Cap Proj. Levy, LTFM)							
<b>Non Spendable</b>	115,556	-	-		115,556		-
<b>Total General Fund</b>	<b>1,811,364</b>	<b>93,745,920</b>	<b>92,776,975</b>	<b>-</b>	<b>2,780,309</b>		<b>968,945</b>



					June 30, 2018	Net Inc /
<b>Food Service (02)</b>	<b>July 1, 2017</b>	<b>Revenues</b>	<b>Expenditures</b>	<b>Proj. Balance</b>		<b>or Dec</b>
<b>Restricted - 464</b>	544,196	4,750,000	4,850,000	444,196		(100,000)
<b>Non Spendable</b>	29,846	-	-	29,846		-
<b>Total Food service</b>	574,042	4,750,000	4,850,000	474,042		(100,000)
<sup>47</sup> <b>Community Ed (04)</b>						
<b>Restricted - 464</b>	-	183,208	183,208	-		-
<b>Reserved Fund Balances</b>						
<b>Community Education - 431</b>	(17,058)	1,237,622	1,187,277	33,287		50,345
<b>ECFE - 432</b>	57,046	617,375	616,897	57,524		478
<b>School Readiness - 444</b>	60,384	861,795	862,618	59,561		(823)
<b>Total Community Education</b>	100,372	2,900,000	2,850,000	150,372		50,000



						June 30, 2018	Net Inc /
<b>Construction Fund (06)</b>		July 1, 2017	Revenues	Expenditures	Proj. Balance		or Dec
<b>Restricted - 464</b>		52,480,143	450,000	50,000,000	2,930,143		(49,550,000)
<b>Non Spendable</b>		77,687	-	-	-		(77,687)
<b>Total Construction Fund</b>		52,557,830	450,000	50,000,000	2,930,143		(49,627,687)



						June 30, 2018	Net Inc /
		July 1, 2017	Revenues	Expenditures		Proj. Balance	or Dec
<b>Debt Service (07)</b>							
<b>Restricted - 464</b>		3,076,637	20,366,325	20,515,000		2,927,962	(148,675)
<b>Bond Refunding - 425</b>		17,997,615	-	-		17,997,615	-
<b>Total Debt Service</b>		21,074,252	20,366,325	20,515,000		20,925,577	(148,675)
<b>Trust (08)</b>							
<b>Restricted - 464</b>		19,493	2,000	10,000		11,493	(8,000)
<b>Internal Service (20)</b>							
<b>Restricted - 464</b>		97,633	8,950,000	8,650,000		397,633	300,000
<b>OPEB Irrevocable Trust (45)</b>							
<b>Restricted - 464</b>		4,468,266	150,000	184,000		4,434,266	(34,000)

49



# Budget Totals

						June 30, 2018	Net Inc /
						Proj. Balance	or Dec
<b>Total Budget</b>		<b>July 1, 2017</b>	<b>Revenues</b>	<b>Expenditures</b>			
<b>Grand Total</b>		80,703,252	131,314,245	179,835,975		32,181,522	(48,521,730)

50

June 7, 2017

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

Re: ISD #720 – Shakopee Public Schools  
Shakopee South Site Development

Dear Board Members:

At 2:00 p.m. on Tuesday, May 23, 2017, we received five (5) bids for the Shakopee South Site Development 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 responsible bidder, S. M. Hentges & Sons, Inc., and confirmed that their bid is valid. Our itemized recommendation is as follows:

**Base Bid:**

**TOTAL** **\$2,309,800.00**

Based on the items listed above, we recommend that the District enter into a Contract with S. M. Hentges & Sons, Inc. of Jordan, Minnesota for the total Bid amount of \$2,309,800.00. Upon award by the Board of Education, ICS will proceed with issuing a Contract to S. M. Hentges. Their first-tier subcontractor list is attached to this letter.

Please feel free to contact me with any questions you may have.

Sincerely,



Christopher B. Ziemer CSI, LEED AP  
Project Manager

Enclosures

cc: File  
Dr. Rod Thompson, ISD #720  
Ben Beery, Wold Architects Engineers

**South Site Development**

**BID TABULATIONS**  
**May 23, 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>S. M. Hentges</b>	<b>Rachel Contracting</b>	<b>Peterson Companies</b>	<b>Northern Lines</b>	<b>Veit</b>
<b>BID SECURITY</b>	Bond	Bond	Bond	Bond	Bond
<b>ADDENDA REC'D.</b>	1, 2	1, 2	1, 2	1, 2	1, 2
<b>MN RESPONSIBLE CONTRACTOR</b>	X	X	X	X	X
<b>BASE BID</b>	\$2,309,800.00	\$2,743,000.00	\$2,829,000.00	\$2,966,000.00	\$2,975,866.00

**ATTACHMENT A**

**FIRST-TIER SUBCONTRACTORS LIST**

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

**PROJECT TITLE:** SHAKOPEE PUBLIC SCHOOLS SOUTH SITE

**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
ADVANCED IRRIGATION	ALBERTVILLE
BITUMINOUS ROADWAYS	MENDOTA HEIGHTS
CHOICE ELECTRIC	SHAKOPEE
GORMAN SURVEYING	BLOOMINGTON
PETERSON COMPANIES	CHASAGO CITY
SAFETY SIGNS	LAKEVILLE

**SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A**

**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 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:**

Nathan Hentges  
\_\_\_\_\_

**Title:** Business Director

**Date:** 6/6/17

**Company Name:** S.M. HENTGES & SONS, INC.

SECTION 00 41 13

BID FORM

BID PROPOSAL FOR: SHAKOPEE PUBLIC SCHOOLS SOUTH SITE DEVELOPMENT  
423 130<sup>TH</sup> STREET WEST  
JACKSON TOWNSHIP, MINNESOTA

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

BID FROM: S.M. HENTGES & SONS, INC.

We have examined the Contract Documents for the proposed Shakopee Public Schools South Site Development 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 & 2 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 60 calendar days, by September 8, 2017 (Phase 1 – Athletic Fields) and July 2, 2018 (Phase 2 – Right of Way).
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:

SMH  
Two Million ~~Eight~~ Three Hundred Nine Thousand Eight Hundred <sup>00</sup>  
Dollars \$ 2,309,800.<sup>00</sup>

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 SM HENTGES + SONS INC. (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.

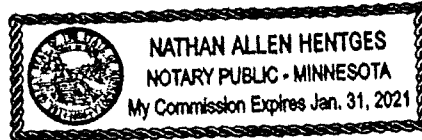
CONTRACTOR OR SUBCONTRACTOR

S.M. HENTGES & SONS, INC.

By: [Signature]

Its: PRESIDENT

STATE OF Minnesota )  
 )SS.  
COUNTY OF Scott )



Sworn to and subscribed to before me this 23<sup>rd</sup> day of May, 2017.

Notary Public, [Signature] Scott County, State of Minnesota

My Commission Expires: 1/31/21

END OF SECTION 00 41 15

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

**KNOW ALL MEN BY THESE PRESENTS**, that we

**S.M. Hentges & Sons, Inc.**  
650 Quaker Avenue  
Jordan, MN 55352

as Principal, hereinafter called Principal, and

**Liberty Mutual Insurance Company**  
175 Berkeley Street  
Boston, MA 02116

a corporation duly organized under the laws of the State of **Massachusetts**

as Surety, hereinafter called Surety, are held and firmly bound unto

**Independent School District No. 720, Shakopee Public Schools**  
1200 Town Square  
Shakopee, MN 55379

as Obligee, hereinafter called Obligee, in the sum of **Five Percent (5%) of Total Amount Bid**

Dollars ( 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)

**Shakopee Public Schools South Site Development, 423 130th Street West, Jackson Township, MN**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 23rd day of May, 2017.

**S.M. Hentges & Sons, Inc.**

*No Seal*  
(Seal)

(Principal)

(Title)

**Liberty Mutual Insurance Company**

(Surety)

(Seal)

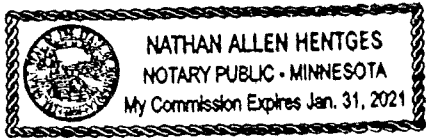
(Title)

**Sandra M. Doze, Attorney-in-Fact**

CORPORATE ACKNOWLEDGMENT

State of Minnesota )  
 ) ss  
County of Scott )

On this 23rd day of May 2017, before me appeared Steven M Hentges, to me personally known, who, being by me duly sworn, did say that he/she is the President of S.M. Hentges & Sons, Inc., a corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Steven M Hentges acknowledged said instrument to be the free act and deed of said corporation.

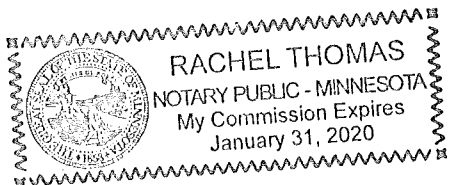


NATHAN ALLEN HENTGES  
Notary Public Scott County, Minnesota  
My commission expires 1/31/21

SURETY ACKNOWLEDGMENT

State of Minnesota )  
 ) ss  
County of Hennepin )

On this 23rd day of May 2017, before me appeared Sandra M. Doze, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Liberty Mutual Insurance Company, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said Sandra M. Doze acknowledged said instrument to be the free act and deed of said corporation.



RACHEL THOMAS  
Notary Public Ramsey County, Minnesota  
My commission expires 1/31/2020

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, \*\*\*\*R. W. Frank, John E. Tauer, Joshua R. Loftis, Rachel Thomas, Craig Remick, Brian J. Oestreich, Nicole Stillings, Jerome T. Quimet, Sandra M. Doze, Kurt C. Lundblad, Melinda C. Blodgett, Lin Ulven, R. C. Bowman, Ted Jorgensen, Emily Keiser, R. Scott Egginton\*\*\*\*\* of the city of Minneapolis, state of Minnesota its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: **S.M. Hentges & Sons, Inc.**

Obligee Name: **Independent School District No. 720, Shakopee Public Schools**

Surety Bond Number: **Bid Bond**

Bond Amount: **5%**

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of March, 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA      ss  
COUNTY OF MONTGOMERY

On this 10th day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of May, 2017.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

# SHAKOPEE HIGH SCHOOL EXPANSION CONSTRUCTION PROGRESS

Board Update  
June 12, 2017

# NEW SOUTH CLASSROOM TOWER



# NEW SOUTH CLASSROOM TOWER



# TYPICAL RESOURCE AREA



# NEW ACTIVITIES SOUTH ENTRANCE



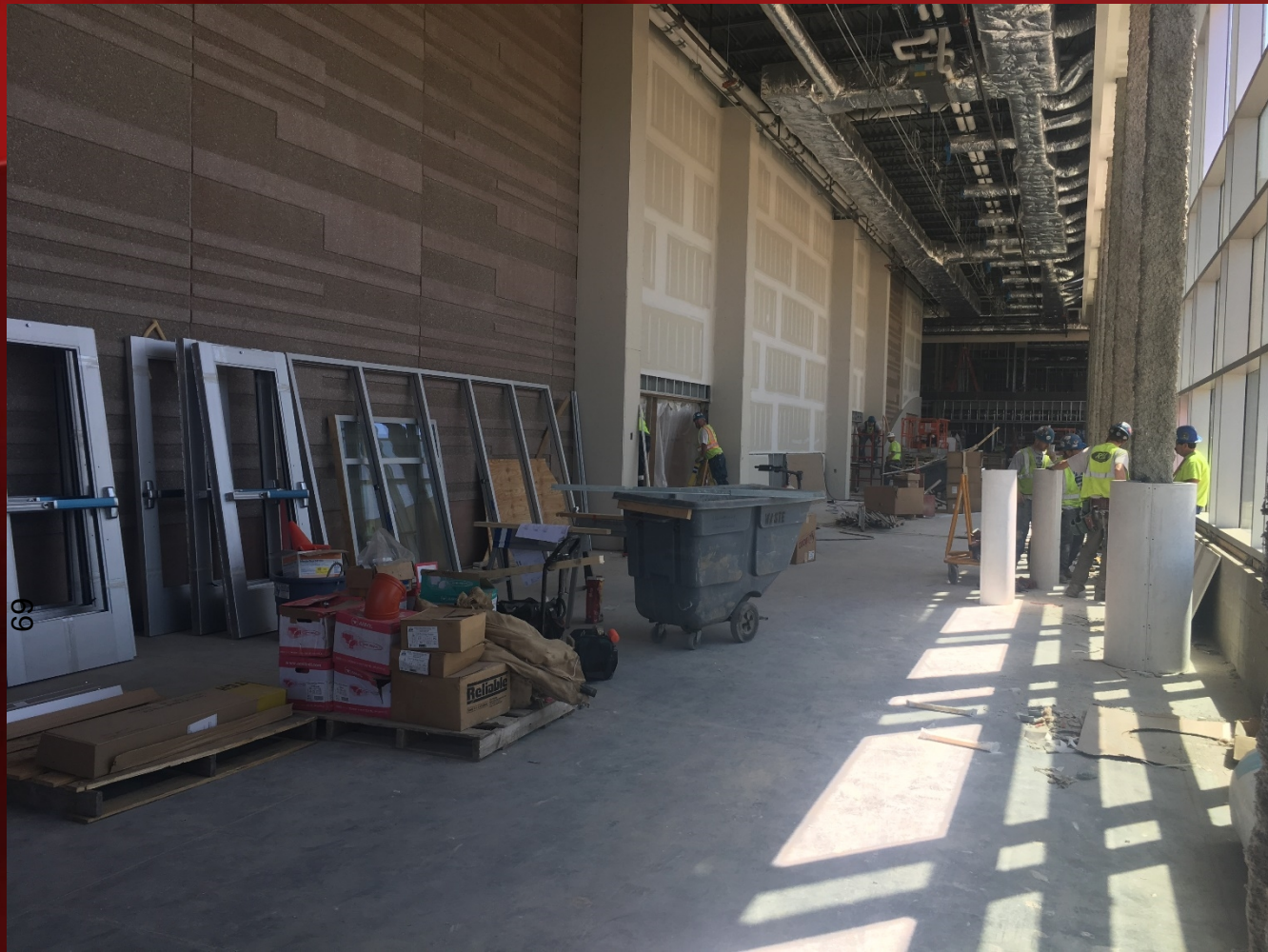
# ATHLETICS CORRIDOR IN FRONT OF CONCESSIONS



# SECOND LEVEL ATHLETICS CORRIDOR TO INDOOR TRACK



# ATHLETICS CORRIDOR SOUTH OF COMPETITION GYM



# EXTERIOR WEIGHT ROOM AND ATHLETICS ENTRANCE



# WEIGHT ROOM



# INTERIOR FIELD HOUSE



72



# INTERIOR FIELD HOUSE



# UPPER COMMONS EXPANSION AND LEARNING STAIR



74

# COMMONS EXPANSION



# FRONT ENTRANCE AND NEW THRUST STAGE CONSTRUCTION



Revised: \_\_\_\_\_

**721 UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE SOURCES**

**I. PURPOSE**

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

**II. DEFINITIONS**

A. Grants

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

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

C. “Federal award” has the meaning, depending on the context, in either paragraph 1. or 2. of this definition:

1. a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 C.F.R. § 200.101 (Applicability);  
or
- b. The cost-reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 C.F.R. § 200.101 (Applicability).
2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 C.F.R. § 200.40 (Federal

Financial Assistance), or the cost-reimbursement contract awarded under the federal Acquisition Regulations.

3. “Federal award” does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.

D. “Contract” means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 C.F.R. Part 200, does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.

E. Procurement Methods

1. “Procurement by micro-purchase” is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (generally \$3,000, except as otherwise discussed in 48 C.F.R. Subpart 2.1 or as periodically adjusted for inflation).
2. “Procurement by small purchase procedures” are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$150,000 (periodically adjusted for inflation).
3. “Procurement by sealed bids (formal advertising)” is a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
4. “Procurement by competitive proposals” is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.
5. “Procurement by noncompetitive proposals” is procurement through solicitation of a proposal from only one source.

F. “Equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.

G. “Compensation for personal services” includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and

salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 C.F.R. § 200.431 (Compensation - Fringe Benefits).

- H. “Post-retirement health plans” refer to costs of health insurance or health services not included in a pension plan covered by 2 C.F.R. § 200.431(g) for retirees and their spouses, dependents, and survivors.
- I. “Severance pay” is a payment in addition to regular salaries and wages by the non-federal entities to workers whose employment is being terminated.
- J. “Direct costs” are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.
- K. “Relocation costs” are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.
- L. “Travel costs” are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

### **III. CONFLICT OF INTEREST**

- A. Employee Conflict of Interest. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, and agents of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, or agents of the school district.
- B. Organizational Conflicts of Interest. The school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization because of relationships with a parent company, affiliate, or subsidiary organization.
- C. Disclosing Conflicts of Interest. The school district must disclose in writing any potential conflict of interest to MDE in accordance with applicable federal awarding agency policy.

#### IV. ACCEPTABLE METHODS OF PROCUREMENT

- A. General Procurement Standards. The school district must use its own documented procurement procedures which reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.
- B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.
- D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.
- F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.
- G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- H. Methods of Procurement. The school district must use one of the following methods of procurement:
  - 1. Procurement by micro-purchases. To the extent practicable, the school district must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the school district considers the price to be reasonable.

2. Procurement by small purchase procedures. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
3. Procurement by sealed bids (formal advertising).
4. Procurement by competitive proposals. If this method is used, the following requirements apply:
  - a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
  - b. Proposals must be solicited from an adequate number of qualified sources;
  - c. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
  - d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
  - e. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.
5. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals may be used only when one or more of the following circumstances apply:
  - a. The item is available only from a single source;
  - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
  - c. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or

- d. After solicitation of a number of sources, competition is determined inadequate.

I. Competition. The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
- 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

J. The school district must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the school district must not preclude potential bidders from qualifying during the solicitation period.

K. Non-federal entities are prohibited from contracting with or making subawards under “covered transactions” to parties that are suspended or debarred or whose principals are suspended or debarred. “Covered transactions” include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed \$25,000.

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

**V. MANAGING EQUIPMENT AND SAFEGUARDING ASSETS**

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

The school district must adhere to the requirements concerning real property,

equipment, supplies, and intangible property set forth in 2 C.F.R. §§ 200.311, 200.314, and 200.315.

B. Equipment

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

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

**VI. FINANCIAL MANAGEMENT REQUIREMENTS**

A. Financial Management. The school district's financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award.

B. Payment. The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control.

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

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

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

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

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

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

## **VII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES**

- A. Allowable Use of Funds. The school district administration and board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.

B. Definitions

1. “Allowable cost” means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.
2. “Education Department General Administrative Regulations (EDGAR)”

means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements). EDGAR can be accessed at: <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.

3. “Omni Circular” or “2 C.F.R. Part 200s” or “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” means federal cost principles that provide standards for determining whether costs may be charged to federal grants.
4. “Advance payment” means a payment that a federal awarding agency or passthrough entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-federal entity disburses the funds for program purposes.

C. Allowable Costs. The following items are costs that may be allowable under the 2 C.F.R. Part 200s under specific conditions:

1. Advisory councils;
2. Audit costs and related services;
3. Bonding costs;
4. Communication costs;
5. Compensation for personal services;
6. Depreciation and use allowances;
7. Employee morale, health, and welfare costs;
8. Equipment and other capital expenditures;
9. Gains and losses on disposition of depreciable property and other capital assets and substantial relocation of federal programs;
10. Insurance and indemnification;
11. Maintenance, operations, and repairs;
12. Materials and supplies costs;
13. Meetings and conferences;

14. Memberships, subscriptions, and professional activity costs;
15. Security costs;
16. Professional service costs;
17. Proposal costs;
18. Publication and printing costs;
19. Rearrangement and alteration costs;
20. Rental costs of building and equipment;
21. Training costs; and
22. Travel costs.

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

1. Advertising and public relations costs (with limited exceptions), including promotional items and memorabilia, models, gifts, and souvenirs;
2. Alcoholic beverages;
3. Bad debts;
4. Contingency provisions (with limited exceptions);
5. Fundraising and investment management costs (with limited exceptions);
6. Donations;
7. Contributions;
8. Entertainment (amusement, diversion, and social activities and any associated costs);
9. Fines and penalties;
10. General government expenses (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));

11. Goods or services for personal use;
12. Interest, except interest specifically stated in 2 C.F.R. § 200.441 as allowable;
13. Religious use;
14. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);
15. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and
16. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

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

F. Federal Cost Principles

1. The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes five core principles that serve as an important guide for effective grant management. These core principles require all costs to be:
  - a. Necessary for the proper and efficient performance or administration of the program.
  - b. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of

the cost, needs, and requirements of the program.

- c. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.
- d. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.
- e. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

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

- 1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.
- 2. Many state-administered programs require local education agencies (LEAs) to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the “supplement, not supplant” provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).
- 3. Auditors generally presume supplanting has occurred in three situations:
  - a. School district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.
  - b. School district uses federal funds to provide services that the school district provided with state or local funds in the prior year.

c. School district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.

4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.

2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district's grants.

I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.

2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.

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

**VIII. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING**

A. Compensation – Personal Services

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

1. Is reasonable for the services rendered and conforms to the established written policy of the school district consistently applied to both federal and non-federal activities; and

2. Follows an appointment made in accordance with a school district's written policies and meets the requirements of federal statute, where applicable.

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

B. Compensation – Fringe Benefits

1. During leave.

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

- a. They are provided under established written leave policies;
- b. The costs are equitably allocated to all related activities, including federal awards; and
- c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.

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

3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.

4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the written policies of the school district.

5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the school district.

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

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

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

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

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

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

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

***Legal References:*** 2 C.F.R. § 200.12 (Capital Assets)  
2 C.F.R. § 200.112 (Conflict of Interest)  
2 C.F.R. § 200.113 (Mandatory Disclosures)  
2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Risk Posed by Applicants)  
2 C.F.R. § 200.212 (Suspension and Debarment)  
2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)  
2 C.F.R. § 200.302 (Financial Management)  
2 C.F.R. § 200.303 (Internal Controls)  
2 C.F.R. § 200.305(b)(1) (Payment)  
2 C.F.R. § 200.310 (Insurance Coverage)  
2 C.F.R. § 200.311 (Real Property)  
2 C.F.R. § 200.313(d) (Equipment)  
2 C.F.R. § 200.314 (Supplies)  
2 C.F.R. § 200.315 (Intangible Property)  
2 C.F.R. § 200.318 (General Procurement Standards)  
2 C.F.R. § 200.319(c) (Competition)  
2 C.F.R. § 200.320 (Methods of Procurement to be Followed)  
2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms)  
2 C.F.R. § 200.328 (Monitoring and Reporting Program Performance)

2 C.F.R. § 200.338 (Remedies for Noncompliance)  
2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)  
2 C.F.R. § 200.430 (Compensation – Personal Services)  
2 C.F.R. § 200.431 (Compensation – Fringe Benefits)  
2 C.F.R. § 200.447 (Insurance and Indemnification)  
2 C.F.R. § 200.463 (Recruiting Costs)  
2 C.F.R. § 200.464 (Relocation Costs of Employees)  
2 C.F.R. § 200.473 (Transportation Costs)  
2 C.F.R. § 200.474 (Travel Costs)

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