



Regular Meeting Agenda

Diamondhead Education Center
200 W. Burnsville Parkway
Burnsville, MN 55337
April 14, 2016
6:30 PM

(5:00 PM Bowls for BrainPower)

(6:00 PM Board Listening Session with Directors Abigail Alt and Sandy Mackall)

I. Call to Order

A. Welcome

B. Public Recognition

1. Bowls for BrainPower

2. Inclusive Education Award

II. Business Meeting

A. Approval of Agenda

B. Consent Agenda

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

- 1. Approve Meeting Minutes 3
- 2. Approve Personnel Recommendations 5
- 3. Adopt a Resolution to Accept Donations 6
- 4. Approve, on a Second Reading Basis, Board Policies 409: *Employee Publications, Instructional Materials, Inventions, and Creations* (rescind GCQB); 606: *Instructional Resources* (rescind IIAA, IIAC, KLB, KLBA); 705: *Investments* (rescind DG); 707: *Transportation of Students*; 708: *Transportation of Nonpublic Students*; 710: *Extracurricular Transportation*; 711: *Video Recording on School Buses*; 712: *Video Surveillance Other than on Buses*; 713: *Student Activity Accounting*; 715: *Purchasing and Bid Equipment*; and 805: *Waste Reduction and Recycling* (rescind ECR and ECR-R) 8

District 191 welcomes members of the public to attend Board of Education meetings, work sessions and other public gatherings. However, public participation is allowed only during listening sessions, which are held before regular board meetings. Community members who wish to share their thoughts and opinions on meeting topics should contact the Superintendent's office at 952-707-2005 to schedule a meeting with the Superintendent or member of her leadership team.

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| 5. Approve a Final Extended Field Trip Request for Eagle Ridge 9th Grade Students to Travel to England | 53 |
| 6. Approve Change Order #001 for the 2016 Additions and Alterations to Metcalf Junior High, William Byrne Elementary and Rahn Elementary Schools | 54 |
| 7. Approve Change Order #01 for the 2016 Alterations to Nicollet Junior High, Edward Neill, Sky Oaks and Harriet Bishop Elementary Schools | 58 |
| 8. Approve Change Orders #078, #079, #080, #082, #086, #087, #088, #091, #093, #094, #097, #098, #099, #100, #101, #102, #103, #104, #105 #106, #107 and #108 for the 2015 Additions and Alterations to Burnsville High School | 62 |
| III. New Business | |
| A. Report on #BurnsvilleStrong Speaker(s): Jen Waller | 113 |
| B. Approve The Hartford as the Provider for LTD and Life Insurance and the FY17 Premiums and Rates for Employee Benefits Speaker(s): Stacey Sovine, Executive Director of Human Resources | 120 |
| C. Approve the Proposed Revisions and Re-adopt the Unchanged Language in the 2015-2017 Master Agreement with the Information Technology Specialists Speaker(s): Stacey Sovine, Executive Director of Human Resouces | 121 |
| IV. Reports | |
| A. Student Representative | |
| B. Superintendent | |
| C. Board Members | |
| V. Adjourn | |

School Board Minutes
 INDEPENDENT SCHOOL DISTRICT 191
 March 24, 2016

The meeting of the Board of Education was called to order by Vice Chair Alt at 6:30 p.m. at the Burnsville High School Senior Campus in the Diamondhead Education Center.

Call to Order

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

Attendance

A moment of silence was observed for Burnsville High School Art Teacher Tim Hammes who recently passed away.

Moment of Silence

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

Pledge of Allegiance

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

Public Recognition

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

Agenda
 Consent Agenda
 Minutes

- Approve minutes of the March 10, 2016 regular school board meeting and March 11 board retreat.
- Approve personnel recommendations for M. Anderson, M. Lindell, M. Butorac, M. Johnson, W. Ruiz, K. Sampers, M. Vendel, J. Klinkhammer, M. Betzold, C. Fredericks. A. Goodman, K. Kelly, A. Phousirith
- Adopt a resolution to approve and accept donations.
- Approve February payroll checks numbered 718398-718419, and Direct Deposit notices numbered 599676- 602699, in the net amount of \$3,649,542.79. Feb & Mar claims to date represented by checks numbered 444834-445476, 151-153, 1015037- 1015255, and 101309-101352 and wire transfers and adjustments totaling \$8,759,078.25. Also, that the Board accepts Feb receipts of \$11,659,901.68 and investments for the General Fund, 2012A Alt Facilities, 2015A School Building Bonds and OPEB of \$91,726,013.88 as of February 29, 2016.
- Accept the Budget Analysis for the month ending February 29, 2016.
- Approve FY 17 Achievement and Integration Revenue Budget plan. The FY17 representing revenues of \$1, 940, 311.58 and expenditures of \$1, 940, 311.58.
- Approve change orders #077, #083, #084, #085, #095, #096, #081, #089, and #090 for the 2015 Additions and Alterations to Burnsville High School.

Human Resources

Donations
 Payroll, deposits,
 receipts and
 investments

Budget Analysis
 A&I Plan

Change Orders

Motion carried unanimously (6, 0).

Burnsville

Moved by Schmid, seconded by Alt, to approve the proposed revisions and re-adopt the unchanged language in the 2015-2017 Master Agreement with the Burnsville Principal Association. Motion Carried unanimously after discussion (6, 0).

Principal Association

Moved by Mackall, seconded by VandenBoom, to approve renaming of buildings. approves renaming Eagle Ridge Junior High (located at 13955 Glendale Road, Savage, MN) to Eagle Ridge Middle School; John Metcalf Junior High (located at 2250 Diffley Road, Burnsville, MN) to John Metcalf Middle School; Joseph Nicollet Junior High (located at 400 E. 134th Street, Burnsville, MN) to Joseph Nicollet Middle School; and the ISD 191 Administrative Services Center (located at 100 River Ridge Court, Burnsville, MN) to River Ridge Education Center effective the 2016-17 school year. Motion carried unanimously after discussion (6, 0).

Renaming of Buildings

Hill left the meeting at 7:01 p.m.

Moved by Schmid, seconded by Currier, to approve, on a first reading basis, Board Policies 409: *Employee Publications, Instructional Materials, Inventions, and Creations* (rescind GCQB); 606: *Instructional Resources* (rescind IIAA, IIAC, KLB, KLBA); 705: *Investments* (rescind DG); 707: *Transportation of Students*; 708: *Transportation of Nonpublic Students*; 710: *Extracurricular Transportation*; 711: *Video Recording on School Buses*; 712: *Video Surveillance Other than on Buses*; 713: *Student Activity Accounting*; 715: *Purchasing and Bid Equipment*; and 805: *Waste Reduction and Recycling* (rescind ECR and ECR-R). Motion carried unanimously after discussion (5, 0).

Policies

Received verbal reports from Currier on behalf of the Student Performance and Achievement Committee and Schmid on behalf of the Technology Committee.

Reports

Moved by VandenBoom, seconded by Mackall, to adjourn at 7:20 p.m. to a workshop. Motion carried unanimously (5, 0).

Adjourn

The workshop begin 7:27 p.m. The purpose of the workshop was to discuss medical benefits. The workshop ended at 7:50 p.m.

Workshop

April 14, 2016

Jim Schmid, clerk

Date Approved

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

TO: Members, Board of Education
Joe Gothard, Superintendent

FROM: Stacey Sovine, Executive Director of Human Resources

DATE: April 14, 2016

RE: Recommended Personnel Changes

Certified

Appointment

Kathleen Hall -Replacement-Long Term Substitute, Teacher, 1.0 FTE, SO, effective 4/11/16
Matthew Madson -Replacement-Long Term Substitute, Teacher, 1.0 FTE, SO, effective 4/7/16
Rachel Malsom -Replacement-Long Term Substitute, Guidance Counselor, 1.0 FTE, BHS, effective 4/4/16
Sarah O'Malia *Replacement-Long Term Substitute, Teacher, 1.0 FTE, BHS, effective 4/11/16
Shannan Reid -Replacement-Long Term Substitute, Teacher, 1.0 FTE, WB, effective 4/4/16
Andrew Tofte -Replacement-Long Term Substitute, Teacher, 1.0 FTE, ST, effective 3/14/16

Retirement

Linda Lange *Teacher, SPED, after 24 years in the District, effective 6/10/16
Marilee McLaughlin -Teacher, ECFE, after 3 years in the District, effective 3/22/16

Classified

Appointment

Hanna Abdirahman *Replacement-Long Term Substitute, EA Level IV, 6.75 hrs/day, ST, effective 4/11/16
Jean Kiehn *Replacement-Custodian Level I, 8 hrs/day, BHS, effective 4/18/16
Angela Wolpers -Replacement-EA Level IV, 7 hrs/day, NJH, effective 4/5/16

Change in Assignment

Brenda Becker *Assignment changes to Food Service Associate, 6.25 hrs/day, VV, effective 4/18/16

Release During Probation

Laquila Brown -EA Level III, HV, effective 3/22/16

Resignation

Nicholas Ryan -AVID Tutor, District-Wide, effective 4/28/16

Retirement

Kathryn Cleveland *Clerical, after 23 years in District, effective 4/15/16

Coaches/Co-Curricular Appointment

Riley Boehm -Replacement-Assistant Lacrosse Coach, BHS, effective Spring Season
Duane Reck -Replacement-Assistant Lacrosse Coach, BHS, effective Spring Season
Mya Smith-Dennis -Replacement-JV Boy's Tennis Coach, BHS, effective Spring Season
Emily Shreeve *Replacement-Head Girl's Lacrosse Coach, BHS, effective Spring Season



**Agenda II.B.3
April 14, 2016**

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

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

Date: April 5, 2016

Re: Donations

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

RESOLUTION TO APPROVE AND ACCEPT DONATIONS

WHEREAS,

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

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

Moved by: _____

Seconded by: _____

Members in favor of the motion:

Members opposed:

Whereupon said Resolution was declared duly passed and adopted on April 14, 2016.

Jim Schmid
Clerk – Board of Education

| Date | Donor | Recipient | Terms | Donation |
|-----------|--|--------------------------|--|------------------------------------|
| 3/11/2016 | Edward D. Neill PTO | ISD 191 | BrainPower in a BackPack | \$1,000.00 |
| 3/10/2016 | Residents of The Rivers | ISD 191 | BrainPower in a BackPack | \$225.00 |
| 3/10/2016 | Sheryl and Mike Burkhardt | ISD 191 | BrainPower in a BackPack | \$50.00 |
| 3/14/2016 | Burnsville Rotary Foundation (Noon Rotary) | ISD 191 | BrainPower in a BackPack | \$2,000.00 |
| 3/17/2016 | Burnsville Lion's Club | Sky Oaks Elementary | Brainpower in a Backpack Program | 90 books |
| 3/1/2016 | Target | William Byrne Elementary | Target Take Charge of Education | \$4,786.98 |
| 3/21/2016 | River Hills United Methodist Church | ISD 191 | BrainPower in a BackPack | \$500.00 |
| 3/14/2016 | Emma Baker | ISD 191 | Bowls for BrainPower | \$50.00 |
| 3/3/2016 | Chason-Cedar BP | John Metcalf Junior High | Fundraiser | \$76.85 |
| 3/24/2016 | Thomson Reuters/Barb Feely | Sioux Trail Elementary | Matching Funds/Volunteer Hours | \$500.00 |
| 11/5/2015 | MN Valley Wildlife Refuge | Vista View Elementary | support partnership with MN Valley Wildlife Refuge | transportation to/from refuge |
| 2/8/2016 | Target | Vista View Elementary | supports bldg. safety/beautification | \$2,482.16 |
| 1/8/2016 | Target | Vista View Elementary | Support Educational Field Trip | \$700.00 |
| 3/31/2016 | Jessica Schuppe, Thrivent Financial | ISD 191 | BrainPower in a BackPack Food | 100 packed bags of BrainPower food |
| 4/1/2016 | The Open Door Pantry | ISD 191 | BrainPower in a BackPack Food | 4 boxes of food |
| 4/4/2016 | Staff members | Burnsville High School | Tim Hammes/BrainPower in a Backpack | \$317.00 |
| 4/1/2016 | Various friend and relatives | ISD 191 | BrainPower in a BackPack in honor of Tim Hammes | \$568.00 |
| 4/4/2016 | BHS Choirs | ISD 191 | BrainPower in a BackPack in honor of Tim Hammes | \$583.40 |

Total monetary contributions to accept: **\$13,839.39**



**Agenda II.B.4.
April 14, 2016**

To: Board of Education, Members
From: Dr. Joe Gothard, Superintendent
Date: April 5, 2016
Re: Board Policies

RECOMMENDATION: Approve, on a second reading basis, Board Policies 409: *Employee Publications, Instructional Materials, Inventions, and Creations* with edits (rescind GCQB); 606: *Instructional Resources* (rescind IIAA, IIAC, KLB, KLBA); 705: *Investments* (rescind DG); 707: *Transportation of Students*; 708: *Transportation of Nonpublic Students*; 710: *Extracurricular Transportation*; 711: *Video Recording on School Buses*; 712: *Video Surveillance Other than on Buses*; 713: *Student Activity Accounting*; 715: *Purchasing and Bid Equipment*; and 805: *Waste Reduction and Recycling* (rescind ECR and ECR-R).

The Policy Review Committee and administration have reviewed these policies and recommend approval on a second reading basis.

The policies are attached for your review.

Adopted: 2/1984
Reviewed: 3/24/2016
Revised: 4/14/2016
Rescinds: GCQB

Burnsville-Eagan-Savage School District Policy 409

409 EMPLOYEE PUBLICATIONS, INSTRUCTIONAL MATERIALS, INVENTIONS, AND CREATIONS

I. PURPOSE

The purpose of this policy is to identify and reserve the proprietary rights of the school district to certain publications, instructional materials, inventions, and creations which employees may develop or create, or assist in developing or creating, while employed by the school district.

II. GENERAL STATEMENT OF POLICY

Unless the employee develops, creates or assists in developing or creating a publication, instructional material, computer program, invention or creation entirely on the employee's own time and without the use of any school district facilities or equipment, the employee shall immediately disclose and, on demand of the school district, assign any rights to publications, instructional materials, computer programs, materials posted on websites, inventions or creations which the employee develops or creates or assists in developing or creating during the term of employee's employment to the school district. In addition, employees shall sign such documents and perform such other acts as may be necessary to secure the rights of the school district relating to such publications, instructional materials, computer programs, materials posted on websites, inventions and/or creations, including domestic and foreign patents and copyrights.

Legal References: Minn. Stat. § 181.78 (Agreements; Terms Relating to Inventions)
 17 U.S.C. § 101 *et seq.* (Copyrights)

Cross References:

Adopted: 5/1985
Reviewed: 3/24/2016
Revised: 3/2007, 4/14/2016
Rescinds: IIAA, IIAC, KLB, KLBA

Burnsville-Eagan-Savage School District Policy 606

606 INSTRUCTIONAL RESOURCES

I. PURPOSE

The purpose of this policy is to provide direction for selection of instructional resources.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that selection of instructional resources is a vital component of the school district's curriculum.

III. RESPONSIBILITY OF SELECTION

- A. The school board recognizes the expertise of the professional staff and the vital need of such staff to be primarily involved in the recommendation of instructional resources. Accordingly, the school board delegates to the superintendent or designee the responsibility to direct the professional staff in selections that meet school board criteria.
- B. Selection of resources shall be consistent with the following criteria:
1. To consider the characteristics and philosophy of the school and community when selecting resources.
 2. To select resources which will meet needs, find, use, reflect current research, and meet current standards of excellence.
 3. To provide resources that will enrich and support the curriculum, taking into consideration the varied interests, abilities, and maturity levels of the individuals served.
 4. To provide resources that will stimulate growth in factual knowledge, literary appreciation, aesthetic values and ethical standards.
 5. To provide a background of information which will enable individuals to make intelligent judgments in their daily lives.
 6. To provide resources relative to controversial issues so that individuals may develop informed opinions and practice critical reading and thinking.
 7. To provide resources representative of the many religious, ethnic, and

cultural groups and their contributions to our American heritage.

8. To place principle above personal opinion and reason above prejudice in the selection of resources of the highest quality in order to assure a comprehensive collection appropriate for the users.
 9. To anticipate and meet needs through awareness of subjects of current interest.
 10. To permit grade-level instruction for students to read and study America's founding documents, including documents that contributed to the foundation or maintenance of America's representative form of limited government, the Bill of Rights, our free-market economic system, and patriotism; and
 11. Do not censor or restrain instruction in American or Minnesota state history or heritage based on religious references in original source documents, writings, speeches, proclamations, or records.
- C. The superintendent or designee shall be responsible for developing procedures and guidelines to establish an orderly process for the review and recommendation of instructional resources by the professional staff. Such procedures and guidelines shall provide opportunity for input and consideration of the views of students, parents, and other interested members of the school district community. This procedure shall be coordinated with the school district's curriculum development effort and may utilize advisory committees.

IV. SELECTION OF INSTRUCTIONAL RESOURCES

The superintendent or designee shall be responsible for keeping the school board informed of progress on the part of staff and others involved in the instructional resource review and selection process.

V. RECONSIDERATION OF INSTRUCTIONAL RESOURCES

- A. The school board recognizes differences of opinion on the part of some members of the school district community relating to certain areas of the instruction program. Interested persons may request an opportunity to review materials and submit a request for reconsideration of the use of certain instructional resources.
- B. The superintendent or designee shall be responsible for the development of guidelines and procedures to identify the steps to be followed to seek reconsideration of instructional resources.
- C. The superintendent or designee shall present a procedure to the school board for review and approval regarding reconsideration of instructional resources. When approved by the school board, such procedure shall be an addendum to this policy.

Legal References: Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction – Curriculum)
 Minn. Stat. § 120B.235 (American Heritage Education)
 Minn. Stat. § 123B.02, Subd. 2 (General Powers of Independent School Districts)
 Minn. Stat. § 123B.09, Subd. 8 (School Board Responsibilities)
 Minn. Stat. § 124D.59-124D.61 (Limited English Proficiency)
 Minn. Stat. § 127A.10 (State Officials and School Board Members to be Disinterested; Penalty)
Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988)
Pratt v. Independent Sch. Dist. No. 831, 670 F.2d 771 (8th Cir. 1982)

Cross References: Burnsville-Eagan-Savage School District Policy 603 (Curriculum Development)
 Burnsville-Eagan-Savage School District Policy 604 (Instructional Curriculum)

Adopted: 2/1997, 1/2005
Reviewed: 1/2005, 3/24/2016
Revised: 7/2009, 8/2014, 4/14/2016
Rescinds: DFA, DG

Burnsville-Eagan-Savage School District Policy 705

705 INVESTMENTS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. SCOPE

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

IV. AUTHORITY; OBJECTIVES

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

V. DELEGATION OF AUTHORITY

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

VI. STANDARD OF CONDUCT

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

VII. MONITORING AND ADJUSTING INVESTMENTS

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

VIII. PERMISSIBLE INVESTMENT INSTRUMENTS

The school district may invest its available funds in those instruments specified in Minn. Stat. §§ 118A.04 and 118A.05, as these sections may be amended from time to time, or any other law governing the investment of school district funds. The assets of an other postemployment benefits (OPEB) trust or trust account established pursuant to Minn. Stat. § 471.6175 to pay postemployment benefits to employees or officers after their termination of service, with a trust administrator other than the Public Employees Retirement Association, may be invested in instruments authorized under Minn. Stat. Ch.

118A or § 356A.06, Subd. 7. Investment of funds in an OPEB trust account under Minn. Stat. § 356A.06, Subd. 7, as well as the overall asset allocation strategy for OPEB investments, shall be governed by an OPEB Investment Policy Statement (IPS) developed between the investment officer, as designed herein, and the trust administrator.

IX. PORTFOLIO DIVERSIFICATION; MATURITIES

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

X. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

Before the school district invests any surplus funds in a specific investment instrument, a competitive bid or quotation process shall be utilized. If a specific maturity date is required, either for cash flow purposes or for conformance to maturity guidelines, quotations or bids shall be requested for instruments which meet the maturity requirement. If no specific maturity is required, a market trend analysis, which includes a yield curve, will normally be used to determine which maturities would be most

advantageous. Quotations or bids shall be requested for various options with regard to term and instrument. The school district will accept the quotation or bid which provides the highest rate of return within the maturity required and within the limits of this policy. Generally all quotations or bids will be computed on a consistent basis, i.e., a 360-day or a 365-day yield. Records will be kept of the quotations or bids received, the quotations or bids accepted, and a brief explanation of the decision that was made regarding the investment. If the school district contracts with an investment advisor, bids are not required in those circumstances specified in the contract with the advisor.

XI. QUALIFIED INSTITUTIONS AND BROKER-DEALERS

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

XII. SAFEKEEPING AND COLLATERALIZATION

- A. All investment securities purchased by the school district shall be held in third-party safekeeping by an institution designated as custodial agent. The custodial agent may be any Federal Reserve Bank, any bank authorized under the laws of the United States or any state to exercise corporate trust powers, a primary reporting dealer in United States Government securities to the Federal Reserve Bank of New York, or a securities broker-dealer defined in Minn. Stat. § 118A.06. The institution or dealer shall issue a safekeeping receipt to the school district listing the specific instrument, the name of the issuer, the name in which the security is held, the rate, the maturity, serial numbers and other distinguishing marks, and other pertinent information.
- B. Deposit-type securities shall be collateralized as required by Minn. Stat. § 118A.03 for any amount exceeding FDIC, SAIF, BIF, FCUA, or other federal deposit coverage.
- C. Repurchase agreements shall be secured by the physical delivery or transfer against payment of the collateral securities to a third party or custodial agent for safekeeping. The school district may accept a safekeeping receipt instead of requiring physical delivery or third-party safekeeping of collateral on overnight repurchase agreements of less than \$1,000,000.

XIII. REPORTING REQUIREMENTS

- A. The investment officer shall generate daily and monthly transaction reports for management purposes. In addition, the school board shall be provided a monthly report that shall include data on investment instruments being held as well as any narrative necessary for clarification.

- B. Within ninety (90) days after the end of each fiscal year of the school district, the investment officer shall prepare and submit to the school board a comprehensive annual report on the investment program and investment activity of the school district for that fiscal year. The annual report shall include 12-month and separate quarterly comparisons of return and shall suggest revisions and improvements that might be made in the investment program.

- C. If necessary, the investment officer shall establish systems and procedures to comply with applicable federal laws and regulations governing the investment of bond proceeds and funds in a debt service account for a bond issue. The record keeping system shall be reviewed annually by the independent auditor or by another party contracted or designated to review investments for arbitrage rebate or penalty calculation purposes.

XIV. DEPOSITORIES

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

XV. ELECTRONIC FUNDS TRANSFER OF FUNDS FOR INVESTMENT

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

Legal References: Minn. Stat. § 118A.01 (Public Funds; Depositories and Investments)
 Minn. Stat. § 118A.02 (Authorization for Deposit and Investment)
 Minn. Stat. § 118A.03 (Depositories and Collateral)
 Minn. Stat. § 118A.04 (Investments)
 Minn. Stat. § 118A.05 (Contracts and Agreements)
 Minn. Stat. § 118A.06 (Delivery and Safekeeping)
 Minn. Stat. § 356A.06, Subd. 7 (Authorized Investment Securities)
 Minn. Stat. § 471.38 (Claims)

Minn. Stat. § 471.6175 (Trust for Postemployment Benefits)

Cross References: Burnsville-Eagan-Savage School District Policy 703 (Annual Audit)
MSBA Service Manual, Chapter 7, Education Funding
Minnesota Legal Compliance Audit Guide Prepared by the Office of the
State Auditor

Adopted: 4/14/2016
Reviewed: 3/24/2016
Revised:
Rescinds:

Burnsville-Eagan-Savage School District Policy 707

707 TRANSPORTATION OF PUBLIC SCHOOL STUDENTS

I. PURPOSE

The purpose of this policy is to provide for the transportation of students consistent with the requirements of law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide for the transportation of students in a manner which will protect their health, welfare, and safety.
- B. The school district recognizes that transportation is an essential part of the school district services to students and parents but further recognizes that transportation by school bus is a privilege and not a right for an eligible student.

III. DEFINITIONS

- A. “Child with a disability” includes every child identified under federal and state special education law as deaf or hard of hearing, blind or visually impaired, deafblind, or having a speech or language impairment, a physical impairment, other health disability, developmental cognitive disability, an emotional or behavioral disorder, specific learning disability, autism spectrum disorder, traumatic brain injury, or severe multiple impairments, and who needs special education and related services, as determined by the rules of the Commissioner of Education. A licensed physician, an advanced practice nurse, or a licensed psychologist is qualified to make a diagnosis and determination of attention deficit disorder or attention deficit hyperactivity disorder for purposes of identifying a child with a disability. In addition, every child under age three, and at the school district’s discretion from age three to seven, who needs special instruction and services, as determined by the rules of the Commissioner, because the child has a substantial delay or has an identifiable physical or mental condition known to hinder normal development is a child with a disability. A child with a short-term or temporary physical or emotional illness or disability, as determined by the rules of the Commissioner, is not a child with a disability. (Minn. Stat. § 125A.02)
- B. “Home” is the legal residence of the child. In the discretion of the school district, “home” also may be defined as a licensed day care facility, school day care facility, a respite care facility, the residence of a relative, or the residence of a person chosen by the student’s parent or guardian as the home of a student for

part or all of the day, if requested by the student's parent or guardian, or an afterschool program for children operated by a political subdivision of the state, if the facility, residence, or program is within the attendance area of the school the student attends. Unless otherwise specifically provided by law, a homeless student is a resident of the school district if enrolled in the school district. (Minn. Stat. § 123B.92, Subd. 1(b)(1); Minn. Stat. § 127A.47, Subd. 2)

- C. "Homeless student" means a student, including a migratory student, who lacks a fixed, regular, and adequate nighttime residence and includes: students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; are awaiting foster care placement; have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings, and migratory children who qualify as homeless because they are living in any of the preceding listed circumstances. (42 U.S.C. § 11434a)
- D. "Nonpublic school" means any school, church, or religious organization, or home school wherein a resident of Minnesota may legally fulfill the compulsory instruction requirements of Minn. Stat. § 120A.22, which is located within the state, and which meets the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*). (Minn. Stat. § 123B.41, Subd. 9)
- E. "Nonresident student" is a student who attends school in the school district and resides in another district, defined as the "nonresident district." In those instances when the divorced or legally separated parents or parents residing separately share joint physical custody of a student and the parents reside in different school districts, the student shall be a resident of the school district designated by the student's parents. When parental rights have been terminated by court order, the legal residence of a student placed in a residential or foster facility for care and treatment is the district in which the student resides. (Minn. Stat. § 123B.88, Subd. 6; Minn. Stat. § 125A.51; Minn. Stat. § 127A.47, Subd. 3)
- F. "Pupil support services" are health, counseling, and guidance services provided by the public school in the same district where the nonpublic school is located. (Minn. Stat. § 123B.41, Subd. 4)
- G. "School of origin," for purposes of determining the residence of a homeless student, is the school that the student attended when permanently housed or the school in which the student was last enrolled. (42 U.S.C. § 11432(g)(3)(G))
- H. "Shared time basis" is a program where students attend public school for part of the regular school day and who otherwise fulfill the requirements of Minn. Stat. § 120A.22 by attendance at a nonpublic school. (Minn. Stat. § 126C.01, Subd. 8)

- I. “Student” means any student or child attending or required to attend any school as provided in Minnesota law and who is a resident or child of a resident of Minnesota. (Minn. Stat. § 123B.41, Subd. 11)

IV. ELIGIBILITY

- A. Upon the request of a parent or guardian, the school district shall provide transportation to and from school, at the expense of the school district, for all resident secondary students who reside one and one-half (1 ½) miles or more from the school, and all resident elementary students who reside one mile or more from the school, except for those students whose transportation privileges have been revoked or have been voluntarily surrendered by the student’s parent or guardian. (Minn. Stat. § 123B.88, Subd. 1) Distances are calculated based on where a family driveway meets the street, following the center of the street, to the nearest access point to the school property.
- B. The school district may, in its discretion, also provide transportation to any student to and from school, at the expense of the school district, for any other purpose deemed appropriate by the school board.
- C. In the discretion of the school district, transportation along regular school bus routes may also be provided, where space is available, to any person where such use of a bus does not interfere with the transportation of students. The cost of providing such transportation must be paid by those individuals using these services or some third-party payor. Bus transportation also may be provided along school bus routes when space is available for participants in early childhood family education programs and school readiness programs if these services do not result in an increase in the school district’s expenditures for transportation. (Minn. Stat. § 123B.88, Subd. 10, 11, 12, and 13)
- D. For purposes of stabilizing enrollment and reducing mobility, the school district may, in its discretion, establish a full-service school zone and may provide transportation for students attending a school in that full-service school zone. A full-service school zone may be established for a school that is located in an area with higher than average crime or other social and economic challenges and that provides education, health or human services, or other parental support in collaboration with a city, county, state, or nonprofit agency.

V. TRANSPORTATION OF NONRESIDENT STUDENTS

- A. If requested by the parent of a nonresident student, the school district shall provide transportation within its borders to a nonresident student at the same level of service that is provided to resident students. (Minn. Stat. § 124D.04, Subd. 7; Minn. Stat. § 123B.92, Subd. 3)
- B. If the school district decides to transport a nonresident student within the student’s resident district, the school district will notify the student’s resident district of its decision, in writing, prior to providing transportation. (Minn. Stat. § 123B.88,

Subd. 6)

- C. When divorced or legally separated parents or parents residing separately reside in different school districts and share physical custody of a student, the parents shall be responsible for the transportation of the student to the border of the school district during those times when the student is residing with the parent in the nonresident school district. (Minn. Stat. § 127A.47, Subd. 3(b))
- D. The school district may provide transportation to allow a student who attends a high-need English language learner program and who resides within the transportation attendance area of the program to continue in the program until the student completes the highest grade level offered by the program. (Minn. Stat. § 123B.92, Subd. 3(b))

VI. TRANSPORTATION OF RESIDENT STUDENTS TO NONDISTRICT SCHOOLS

- A. In general, the school district shall not provide transportation between a resident student's home and the border of a nonresident district where the student attends school under the Enrollment Options Program. A parent may be reimbursed by the nonresident district for the costs of transportation from the pupil's residence to the border of the nonresident district if the student is from a family whose income is at or below the poverty level, as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week. (Minn. Stat. § 124D.03, Subd. 8)
- B. Resident students shall be eligible for transportation to and from a nonresident school district at the expense of the school district, if in the discretion of the school district, inadequate room, distance to school, unfavorable road conditions, or other facts or conditions make attendance in the resident student's own district unreasonably difficult or impracticable. The school district, in its discretion, may also provide for transportation of resident students to schools in other districts for grades and departments not maintained in the district, including high school, for the whole or a part of the year or for resident students who attend school in a building rented or leased by the school district in an adjacent district. (Minn. Stat. § 123B.88, Subds. 1 and 4)
- C. In general, the school district is not responsible for transportation for any resident student attending school in an adjoining state under a reciprocity agreement but may provide such transportation services at its discretion. (Minn. Stat. § 124D.041)

VII. SPECIAL EDUCATION STUDENTS/STUDENTS WITH A DISABILITY/STUDENTS WITH TEMPORARY DISABILITIES

- A. Upon a request of a parent or guardian, a resident student with a disability who is not yet enrolled in kindergarten, who requires special education services in a

location other than the student's home, shall be provided transportation to and from the student's home at the expense of the school district and shall not be subject to any distance requirement. (Minn. Stat. § 123B.88, Subd. 1)

- B. Resident students with a disability whose IEP team determines that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the school. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the condition and applicable laws. This provision shall not be applicable to parents who transport their own child under a contract with the school district. (Minn. Stat. § 123B.88, Subd. 19; Minn. Rules Part 7470.1600)
- C. Resident students with a disability who are boarded and lodged at Minnesota state academies for educational purposes, but who also are enrolled in a public school within the school district, shall be provided transportation, by the school district to and from said board and lodging facilities, at the expense of the school district. (Minn. Stat. § 125A.65)
- D. If a resident student with a disability attends a public school located in a contiguous school district and the school district of attendance does not provide special instruction and services, the school district shall provide necessary transportation for the student between the school district boundary and the educational facility where special instruction and services are provided within the school district. The school district may provide necessary transportation of the student between its boundary and the school attended in the contiguous district, but shall not pay the cost of transportation provided outside the school district boundary. (Minn. Stat. § 125A.12)
- E. When a student with a disability or a student with a short-term or temporary disability is temporarily placed for care and treatment in a day program located in another school district and the student continues to live within the school district during the care and treatment, the school district shall provide the transportation, at the expense of the school district, to that student. The school district may establish reasonable restrictions on transportation, except if a Minnesota court or agency orders the child placed at a day care and treatment program and the school district receives a copy of the order, then the school district must provide transportation to and from the program unless the court or agency orders otherwise. Transportation shall only be provided by the school district during regular operating hours of the school district. (Minn. Stat. § 125A.15(b); Minn. Stat. § 125A.51(d))
- F. When a nonresident student with a disability or a student with a short-term or temporary disability is temporarily placed in a residential program within the school district, including correctional facilities operated on a fee-for-service basis and state institutions, for care and treatment, the school district shall provide the necessary transportation at the expense of the school district. Where a joint

powers entity enters into a contract with a privately owned and operated residential facility for the provision of education programs for special education students, the joint powers entity shall provide the necessary transportation. (Minn. Stat. § 125A.15(c) and (d); Minn. Stat. § 125A.51(e))

- G. Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law. (Minn. Rules Part 7470.1700)
- H. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in Minn. Stat. Ch. 125A. (Minn. Rules Part 7470.1600, Subd. 2)

VIII. HOMELESS STUDENTS

- A. Homeless students shall be provided with transportation services comparable to other students in the school district. (42 U.S.C. § 11432(e)(3)(C)(i)(III)(cc) and (g)(4)(A))
- B. Upon request by the student's parent, guardian, or homeless education liaison, the school district shall provide transportation for a homeless student as follows:
 - 1. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements within the school district shall be provided transportation to and from the secondary resident student's school of origin and the shelter or other non-shelter location if the shelter or non-shelter location is one and one-half (1 ½) or more miles from the school, and for all resident elementary students who reside one mile or more from the school of origin and the student's transportation privileges have not been revoked. (42 U.S.C. § 11432(g)(1)(J)(iii)(I))
 - 2. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements outside of the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location if the shelter or non-shelter location is two or more miles from the school of origin and the student's transportation privileges have not been revoked, unless the school district and the school district in which the student is temporarily placed agree that the school district in which the student is temporarily placed shall provide transportation. (Minn. Stat. § 125A.51(f); 42 U.S.C. § 11432(g)(1)(J)(iii)(II))
 - 3. If a nonresident student is homeless and is residing in a public or private homeless shelter or has other non-shelter living arrangements within the

school district, the school district may provide transportation services between the shelter or non-shelter location and the student's school of origin outside of the school district upon agreement with the school district in which the school of origin is located. (Minn. Stat. § 125A.51(f))

4. A homeless nonresident student enrolled under Minn. Stat. § 124D.08, Subd. 2a, must be provided transportation from the student's district of residence to and from the school of enrollment. (Minn. Stat. § 123B.92, Subd. 3(c)).

IX. AVAILABILITY OF SERVICES

Transportation shall be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break. Transportation may be provided for summer instructional programs for students with a disability or in conjunction with a learning year program. Transportation between home and school may also be provided, in the discretion of the school district, on staff development days. (Minn. Stat. § 123B.88, Subd. 21)

X. MANNER OF TRANSPORTATION

The scheduling of routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, the determination of fees, and any other matter relating thereto shall be within the sole discretion, control and management of the school board. The school district may, in its discretion, provide room and board, in lieu of transportation, to a student who may be more economically and conveniently provided for by that means. (Minn. Stat. § 123B.88, Subd. 1)

XI. RESTRICTIONS

Transportation by the school district is a privilege and not a right for an eligible student. A student's eligibility to ride a school bus may be revoked for a violation of school bus safety or conduct policies, or violation of any other law governing student conduct on a school bus pursuant to the school district's discipline policy. Revocation of a student's bus riding privilege is not an exclusion, expulsion, or suspension under the Pupil Fair Dismissal Act. Revocation procedures for a student who is an individual with a disability under 20 U.S.C. § 1415 (Individuals with Disabilities Education Improvement Act), 29 U.S.C. § 794 (the Rehabilitation Act), and 42 U.S.C. § 12132, (Americans with Disabilities Act) are governed by these provisions. (Minn. Stat. § 121A.59)

XII. FEES

- A. In its discretion, the school district may charge fees for transportation of students to and from extracurricular activities conducted at locations other than school, where attendance is optional. (Minn. Stat. § 123B.36, Subd. 1(10))
- B. The school district may charge fees for transportation of students to and from school when authorized by law. If the school district charges fees for

transportation of students to and from school, guidelines shall be established for that transportation to ensure that no student is denied transportation solely because of inability to pay. The school district also may waive fees for transportation if the student's parent is serving in, or within the past year has served in, active military service as defined in Minn. Stat. § 190.05. (Minn. Stat. § 123B.36, Subds. 1(11) and 6)

- C. The school district may charge reasonable fees for transportation of students to and from post-secondary institutions for students enrolled under the post-secondary enrollment options program. Families who qualify for mileage reimbursement may use their state mileage reimbursement to pay this fee. (Minn. Stat. § 123B.36, Subd. 1(13))
- D. Where, in its discretion, the school district provides transportation to and from an instructional community-based employment site that is part of an approved work-based training program, the school district may require the payment of reasonable fees for transportation from students who receive remuneration for their participation in these programs. (Minn. Stat. § 123B.36, Subd. 3)

Legal References: Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.59 (Bus Transportation is a Privilege Not a Right)
Minn. Stat. § 123B.36 (Authorized Fees)
Minn. Stat. § 123B.41 (Educational Aids for Nonpublic School Children; Definitions)
Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.04 (Enrollment Options Programs in Border States)
Minn. Stat. § 124D.041 (Reciprocity with Adjoining States)
Minn. Stat. § 124D.08 (School Board's Approval to Enroll in Nonresident District)
Minn. Stat. Ch. 125A (Children With a Disability)
Minn. Stat. § 125A.02 (Children With a Disability, Defined)
Minn. Stat. § 125A.12 (Attendance in Another District)
Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)
Minn. Stat. § 125A.51 (Placement of Children Without Disabilities; Education and Transportation)
Minn. Stat. § 125A.515 (Placement of Students; Approval of Education Program)
Minn. Stat. § 125A.65 (Attendance at Academies for the Deaf and Blind)
Minn. Stat. § 126C.01 (General Education Revenue - Definitions)
Minn. Stat. § 127A.47 (Payments to Resident and Nonresident Districts)
Minn. Stat. § 190.05 (Definitions)
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with

Disabilities)

20 U.S.C. § 1415 (Individuals with Disabilities Education Improvement Act of 2004)

29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)

42 U.S.C. § 2000d (Prohibition Against Exclusion from Participation in, Denial of Benefits of, and Discrimination under Federally Assisted Programs on Ground of Race, Color, or National Origin)

42 U.S.C. § 11431, *et seq.* (McKinney-Vento Homeless Assistance Act of 2001)

42 U.S.C. § 12132, *et seq.* (Americans With Disabilities Act)

Cross References: Burnsville-Eagan-Savage School District Policy 708 (Transportation of Nonpublic School Students)
 Burnsville-Eagan-Savage School District Policy 709 (Student Transportation Safety Policy)
 Burnsville-Eagan-Savage School District Policy 710 (Extracurricular Transportation)
 MSBA Service Manual, Chapter 2, Transportation

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Burnsville-Eagan-Savage School District Policy 708

708 TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS

I. PURPOSE

The purpose of this policy is to address transportation rights of nonpublic school students and to provide equality of treatment in transporting such students pursuant to law.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to recognize the rights of nonpublic school students and to provide equal transportation to those students as required by law.

III. ELIGIBILITY

- A. The school district shall provide equal transportation within the school district for all students to any school when transportation is deemed necessary by the school district because of distance or traffic conditions in like manner and form as provided in Minn. Stat. §§ 123B.88 and 123B.92 when applicable. (Minn. Stat. § 123B.86, Subd. 1)
- B. Upon the request of a parent or guardian, the school district shall provide school bus transportation to the school district boundary for students residing in the school district at least the same distance from a nonpublic school actually attended in another school district as public school students are transported in the transporting school district. Such transportation shall be provided whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. (Minn. Stat. § 123B.88, Subd. 1; Minn. Stat. § 123B.86, Subd. 2(a))
- C. The school district may provide school bus transportation to a nonpublic school in another school district for students residing in the school district and attending that school, whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. If the school district transports students to a nonpublic school located in another school district, the nonpublic school shall pay the cost of such transportation provided outside the school district boundaries. (Minn. Stat. § 123B.86, Subd. 2(b))

- D. The school district shall provide the necessary transportation within school district boundaries between the nonpublic school and a public school or neutral site for nonpublic school students who are provided pupil support services if the school district elects to provide pupil support services at a site other than a nonpublic school. (Minn. Stat. § 123B.44, Subd. 1)
- E. When transportation is provided, the scheduling of routes, manner and method of transportation, control and discipline of students, and any other matter relating thereto shall be within the sole discretion, control, and management of the school district. (Minn. Stat. § 123B.86, Subd. 3; Minn. Stat. § 123B.91, Subd. 1a)
- F. Additional transportation to and from a nonpublic school may be provided at the expense of the school district where such services are provided in the discretion of the school district.

IV. SPECIAL EDUCATION/ STUDENTS WITH DISABILITIES

- A. If a resident student with a disability attends a nonpublic school located within the school district, the school district shall provide necessary transportation for the student within the school district between the nonpublic school and the educational facility where special instruction and services are provided on a shared-time basis. If a resident student with a disability attends a nonpublic school located in another school district and if no agreement exists for the provision of special instruction and services on a shared time basis to that student by the school district of attendance and where the special instruction and services are provided within the school district, the school district shall provide necessary transportation for that student between the school district boundary and the educational facility. The school district may provide necessary transportation for that student between its boundary and the nonpublic school attended, but the nonpublic school shall pay the cost of transportation provided outside the school district. School districts may make agreements for who provides transportation. Parties serving students on a shared time basis have access to a due process hearing system as provided by law. (Minn. Stat. § 125A.18)
- B. Students with disabilities whose IEP team determine that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the school district. The school district shall determine the type of vehicle used to transport students with disabilities based on their disabling condition and applicable laws. This section shall not be applicable to parents who transport their own child under a contract with the school district. (Minn. Stat. § 123B.88, Subd. 19; Minn. Rules Part 7470.1600, Subd. 1)
- C. Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use

of protective safety devices, and will be provided with access to emergency health care information as required by law. (Minn. Rules Part 7470.1700)

- D. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in Minn. Stat. Ch. 125A. (Minn. Rules Part 7470.1600, Subd. 2)

V. APPLICATION OF GENERAL POLICY

The provisions of the school district's policy on transportation of public school students [*Burnsville-Eagan-Savage School District Policy 707*] shall apply to the transportation of nonpublic school students except as specifically provided herein.

- Legal References:** Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
Minn. Stat. § 123B.84 (Policy)
Minn. Stat. § 123B.86 (Equal Treatment)
Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
Minn. Stat. § 123B.91, Subd. 1a (Compliance by Nonpublic and Charter School Students)
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Stat. Ch. 125A (Children With a Disability)
Minn. Stat. § 125A.18 (Special Instruction; Nonpublic Schools)
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disabilities)
Americans United, Inc. as Protestants and Other Am. United for Separation of Church and State, et al. v. Independent Sch. Dist. No. 622, et al., 288 Minn. 1996, 179 N.W.2d 146 (Minn. 1970)
Eldredge v. Independent Sch. Dist. No. 625, 422 N.W.2d 319 (Minn. App. 1988)
Healy v. Independent Sch. Dist. No. 625, 962 F.2d 1304 (8th Cir. 1992)
Minn. Op. Atty. Gen. 166a-7 (June 3, 1983)
Minn. Op. Atty. Gen. 166a-7 (Sept. 14, 1981)
Minn. Op. Atty. Gen. 166a-7 (July 15, 1976)
Minn. Op. Atty. Gen. 166a-7 (July 17, 1970)
Minn. Op. Atty. Gen. 166a-7 (Oct. 3, 1969)
Minn. Op. Atty. Gen. 166a-7 (Sept. 12, 1969)
- Cross References:** Burnsville-Eagan-Savage School District Policy 707 (Transportation of Public School Students)
Burnsville-Eagan-Savage School District Policy 709 (Student Transportation Safety Policy)
MSBA Service Manual, Chapter 2, Transportation

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Burnsville-Eagan-Savage School District Policy 710

710 EXTRACURRICULAR TRANSPORTATION

I. PURPOSE

The purpose of this policy is to make clear to students, parents, and staff the school district's policy regarding extracurricular transportation.

II. GENERAL STATEMENT OF POLICY

The determination as to whether to provide transportation for students, spectators, or participants to and from extracurricular activities shall be made solely by the school district administration. This determination shall include, but is not limited to, the decision to provide transportation, the persons to be transported, the type or method to be utilized, all transportation scheduling and coordination, and any other transportation arrangements or decisions. Employees who are involved in extracurricular activities shall be advised by the administration as to the transportation arrangements made, if any.

III. ARRANGEMENT OF EXTRACURRICULAR TRANSPORTATION

School district employees shall not undertake independent arrangement, scheduling, or coordination of transportation for extracurricular activities unless specifically directed or approved by the school district administration. All transportation arrangements made by a school district employee must be approved by a building administrator. If the school district makes no arrangements for extracurricular transportation, students who wish to participate are responsible for arranging for or providing their own transportation.

IV. NO EMPLOYEE TRANSPORTATION OF STUDENTS WITH PERSONAL VEHICLES

An employee must not use a personal vehicle to transport one or more students except as provided herein. However, employees may make appropriate transportation arrangements for students as necessary in an emergency or other unforeseeable circumstance.

In a nonemergency situation, an employee must get prior, written approval from the superintendent or designee before transporting a student in a personal vehicle. If a school vehicle is available, the employee will use the school vehicle. The superintendent or designee has the sole discretion to make a final determination as to the appropriate use of a personal vehicle to transport one or more students.

If any emergency transportation arrangements are made by employees pursuant to this section, the relevant facts and circumstances shall be reported to the administration as

soon thereafter as practicable.

All vehicles used to transport students shall be properly registered and insured.

V. FEES

In its discretion, the school district may charge fees for transportation of students to and from extracurricular activities conducted at locations other than school, where attendance is optional.

Legal References: Minn. Stat. § 123B.36 (Authorized Fees)
Minn. Stat. § 169.011, Subd. 71(a) (Definition of a School Bus)
Minn. Stat. § 169.454, Subd. 13 (Type III Vehicle Standards – Exemption)

Cross References: Burnsville-Eagan-Savage School District Policy 610 (Field Trips)
Burnsville-Eagan-Savage School District Policy 709 (Student Transportation Safety Policy)
MSBA Service Manual, Chapter 2, Transportation

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Burnsville-Eagan-Savage School District Policy 711

711 VIDEO RECORDING ON SCHOOL BUSES

I. PURPOSE

The transportation of students to and from school is an important function of the school district, and transportation by the school district is a privilege and not a right for an eligible student. The behavior of students and employees on the bus is a significant factor in the safety and efficiency of school bus transportation. Student and employee misbehavior increases the potential risks of injury. Therefore, the school district believes that video recording student passengers and employees on the school bus will encourage good behavior and, as a result, promote safety. The purpose of this policy is to establish a school bus video recording system.

II. GENERAL STATEMENT OF POLICY

A. Placement

1. Each and every school bus owned, leased, contracted, and/or operated by the school district shall be equipped with a fully enclosed box for placement and operation of a video camera and conspicuously placed signs notifying riders that their conversations or actions may be recorded.
2. A video camera will not necessarily be installed in each and every school bus owned, leased, contracted, and/or operated by the school district, but cameras may be rotated from bus to bus without prior notice to students.
3. Video cameras will be placed on a particular school bus, to the extent possible, where the school district has received complaints of inappropriate behavior.

B. Use of Video Recordings

1. A video recording of the actions of student passengers and/or employees may be used by the school district as evidence in any disciplinary action brought against any student or employee arising out of the student's or employee's conduct on the bus.
2. A video recording will be released only in conformance with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g and the rules and/or regulations promulgated thereunder.

3. Video recordings will be viewed by school district personnel on a random basis and/or when discipline problems on the bus have been brought to the attention of the school district.
4. A video recording will be retained by the school district until relooped or until the conclusion of disciplinary proceedings in which the video recording is used for evidence.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Stat. § 121A.585 (Notice of Recording Device)
 Minn. Stat. § 138.17 (Government Records, Administration)
 Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
 34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)

Cross References: Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 Burnsville-Eagan-Savage School District Policy 406 (Public and Private Personnel Data)
 Burnsville-Eagan-Savage School District Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
 Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
 Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)
 Burnsville-Eagan-Savage School District Policy 709 (Student Transportation Safety Policy)
 Burnsville-Eagan-Savage School District Policy 712 (Video Surveillance Other Than on Buses)
 MSBA Service Manual, Chapter 2, Transportation

Adopted: 4/14/2016
 Reviewed: 3/24/2016
 Revised:
 Rescinds:

Burnsville-Eagan-Savage School District Policy 712

712 VIDEO SURVEILLANCE OTHER THAN ON BUSES

I. PURPOSE

Maintaining the health, welfare, and safety of students, staff, and visitors while on school district property and the protection of school district property are important functions of the school district. The behavior of individuals who come on to school property is a significant factor in maintaining order and discipline and protecting students, staff, visitors, and school district property. The school board recognizes the value of video/electronic surveillance systems in monitoring activity on school property in furtherance of protecting the health, welfare, and safety of students, staff, visitors, and school district property.

II. GENERAL STATEMENT OF POLICY

A. Placement

1. School district buildings and grounds may be equipped with video cameras.
2. Video surveillance may occur in any school district building or on any school district property.
3. Video surveillance will normally not be used in bathrooms or locker rooms, although these areas may be placed under surveillance by individuals of the same sex as the occupants of the bathrooms or locker rooms. Video surveillance in bathrooms or locker rooms will only be utilized in extreme situations, with extraordinary controls, and only as expressly approved by the superintendent.

B. Use of Video Recordings

1. Video recordings will be viewed by authorized school district personnel on a random basis and/or when problems have been brought to the attention of the school district.
2. A video recording of the actions of students and/or employees may be used by the school district as evidence in any disciplinary action brought against any student or employee arising out of the student's or employee's conduct in school district buildings or on school grounds.
3. A video recording will be released only in conformance with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family

Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the rules and/or regulations promulgated thereunder.

C. Security and Maintenance

1. The school district shall establish appropriate security safeguards to ensure that video recordings are maintained and stored in conformance with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the rules and/or regulations promulgated thereunder.
2. The school district shall ensure that video recordings are retained in accordance with the school district's records retention schedule.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Stat. § 121A.585 (Notice of Recording Device)
 Minn. Stat. § 138.17 (Government Records; Administration)
 Minn. Stat. § 609.746 (Interference with Privacy)
 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
 34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)

Cross References: Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 Burnsville-Eagan-Savage School District Policy 406 (Public and Private Personnel Data)
 Burnsville-Eagan-Savage School District Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
 Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
 Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)
 Burnsville-Eagan-Savage School District Policy 709 (Student Transportation Safety Policy)
 Burnsville-Eagan-Savage School District Policy 711 (Video Recording on School Buses)
 MSBA Service Manual, Chapter 2, Transportation

Adopted: 4/14/2016
 Reviewed: 3/24/2016
 Revised:
 Rescinds:

Burnsville-Eagan-Savage School District Policy 713

713 STUDENT ACTIVITY ACCOUNTING

I. PURPOSE

The school board recognizes the need to provide alternative paths to learning, skill development for its students, and activities for student enjoyment. It also understands its commitment to and obligation for assuring maximum accountability for public funds and student activity funds. For these reasons, the school board will assume control over and/or oversee funds for student activities as set forth in this policy.

II. GENERAL STATEMENT OF POLICY

A. Curricular and Cocurricular Activities

The school board shall take charge of, control over, and account for all student activity funds that relate to curricular and cocurricular activities.

B. Extracurricular Activities

The school board shall take charge of, control over, and account for all student activity accounting that relates to extracurricular activities.

C. Non-Student Activities

In overseeing student activity accounts under this policy, the school board shall not maintain or account for funds generated by non-students including, but not limited to, convenience funds of staff members, booster club funds, parent-teacher organization or association funds, or funds donated to the school district for specified purposes other than student activities.

III. DEFINITIONS

A. Cocurricular Activity

A “cocurricular activity” means those portions of the school-sponsored and directed activities designed to provide opportunities for students to participate in such experiences on an individual basis or in groups, at school and at public events, for improvement of skills (i.e., interscholastic sports, band, etc.). Cocurricular activities are not offered for school credit, cannot be counted toward graduation, and have *one or more* of the following characteristics:

1. They are conducted at regular and uniform times during school hours, or at times established by school authorities;
2. They are directed or supervised by instructional staff in a learning environment similar to that found in courses offered for credit; and
3. They are partially, primarily, or totally funded by public moneys for general instructional purposes under direction and control of the school board.

B. Curricular Activity

A “curricular activity” means those portions of the school program for which credit is granted, whether the activity is part of a required or elective program.

C. Extracurricular (Noncurricular/Supplementary) Activity

An “extracurricular (noncurricular/supplementary) activity” means all direct and personal services for students for their enjoyment that are managed and operated under the guidance of an adult or staff member. Extracurricular activities have *all* of the following characteristics:

1. They are not offered for school credit nor required for graduation;
2. They generally are conducted outside school hours or, if partly during school hours, at times agreed by the participants and approved by school authorities;
3. The content of the activities is determined primarily by the student participants under the guidance of a staff member or other adult.

D. Public Purpose Expenditure

A “public purpose expenditure” is one which benefits the community as a whole, is directly related to the functions of the school district, and does not have as its primary objective the benefit of private interest.

IV. **MANAGEMENT AND CONTROL OF ACTIVITY FUNDS**

A. Curricular and Cocurricular Activities

1. All money received on account of cocurricular activities shall be turned over to the appropriate school personnel, who shall deposit such funds in the general fund, to be disbursed for expenses and salaries connected with the activities, or otherwise, by the school board upon properly allowed itemized claims.

2. The appropriate school personnel shall account for all revenues and expenditures related to curricular and cocurricular activities in accordance with the Uniform Financial Accounting and Reporting Standards (UFARS), the Manual for Activity Fund Accounting (MAFA) to the extent applicable, and school district policies and procedures.

B. Extracurricular Activities

1. Extracurricular Activities Under Board Control

- a. Any and all costs of extracurricular activities under board control may be provided from school revenues.
- b. All money received or expended for extracurricular activities under board control shall be turned over to the appropriate school personnel, who shall deposit such funds in the general fund, to be disbursed for expenses and salaries connected with the activities, or otherwise, by the school board upon properly allowed itemized claims.
- c. The appropriate school personnel shall account for all revenues and expenditures related to extracurricular activities under board control in accordance with UFARS and MAFA and school district policies and procedures.

2. Extracurricular Activities Not Under Board Control

- a. All extracurricular activities not under board control shall be self-sustaining with all expenses, except direct salary costs and indirect costs of the use of school facilities, met by dues, admissions, or other student fundraising events. The general fund shall reflect only those salaries directly related to and readily identified with the activity and paid by public funds.
- b. Revenues and expenditures for extracurricular activities not under board control shall be recorded and be managed according to MAFA and shall be reviewed for compliance with and accepted by the school board in accordance with school district policies and procedures.
- c. All student activity funds will be collected and expended:
 - (1) in compliance with school district policies and procedures;
 - (2) under the general direction of the principal and with the participation of students and faculty members who are responsible for generating the revenue;

- (3) in a manner which does not produce a deficit or an unreasonably large accumulation of money to a particular student activity fund;
 - (4) for activities which directly benefit the majority of those students making the contributions in the year the contributions were made whenever possible; and
 - (5) in a manner which meets a public purpose.
- d. Activity accounts of a graduated class will be terminated prior to the start of the school year following graduation. Any residual money from a graduating class activity fund will be removed from the terminated student activity account and deposited into the student activity account defined. Prior to depositing such accounts, all donations or gifts accepted for the specific purpose of the student activity account shall be administered in accordance with the terms of the gift or donation and school district policy.

V. DEMONSTRATION OF ACCOUNTABILITY

Annual External Audit

The school board shall direct its independent certified public accountants to audit, examine, and report upon student activity accounts as part of its annual school district audit in accordance with state law.

Legal References: Minn. Stat. § 123B.02, Subd. 6 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.15, Subd. 7 (Officers of Independent School Districts)
Minn. Stat. § 123B.35 (General Policy)
Minn. Stat. § 123B.36 (Authorized Fees)
Minn. Stat. § 123B.37 (Prohibited Fees)
Minn. Stat. § 123B.38 (Hearing)
Minn. Stat. § 123B.49 (Extracurricular Activities; Insurance)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 123B.76 (Expenditures; Reporting)
Minn. Stat. § 123B.77 (Accounting, Budgeting, and Reporting Requirement)
Minn. Rules Part 3500.1050 (Definitions for Pupil Fees)
Visina v. Freeman, 252 Minn. 177, 89 N.W.2d 635 (1958)
Minn. Op. Atty. Gen. 159a-16 (May 10, 1966)

Cross References: Uniform Financial Accounting and Reporting Standards (UFARS)

Manual for Activity Fund Accounting (MAFA)
Burnsville-Eagan-Savage School District Policy 511 (Student Fundraising)
Burnsville-Eagan-Savage School District Policy 701 (Establishment and Adoption of School District Budget)
Burnsville-Eagan-Savage School District Policy 701.1 (Modification of School District Budget)
Burnsville-Eagan-Savage School District Policy 702 (Accounting)
Burnsville-Eagan-Savage School District Policy 703 (Annual Audit)
Burnsville-Eagan-Savage School District Policy 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)
Burnsville-Eagan-Savage School District Policy 706 (Acceptance of Gifts)

Adopted: 5/16/2013
Reviewed: 3/24/2016
Revised: 4/14/2016
Rescinds: DJ, DJA, DJC, and DJF

Burnsville-Eagan-Savage School District Policy 715

715 PURCHASING AND BID REQUIREMENTS

I. PURPOSE

The purpose of this policy is to ensure maximum return for the tax dollar and integrity in the expenditures of public funds by providing the requirements for competitive bids or quotations as required by Minnesota's Uniform Municipal Contracting Law (the Bid Law).

II. GENERAL STATEMENT OF POLICY

The size and complexity of the Burnsville-Eagan-Savage School District No. 191 necessitates centralized business functions and procedures. A centralized requisition/purchasing/receiving system shall be utilized for these functions and procedures.

Contracts shall be awarded as required by the Bid Law. Contracts requiring a sealed bid process will be solicited by public notice as provided by law and must be awarded by the school board. Contracts not requiring sealed bids may be awarded on the basis of sealed bids or by direct negotiation by obtaining two or more quotations and may be approved by the Superintendent or Business Manager.

III. DEFINITIONS

Contract – an agreement entered into for the sale or purchase of supplies, materials, equipment or rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

IV. RESPONSIBILITIES

Business Office - Provide oversight and assistance through the purchasing process to ensure Minnesota Statutes are followed. Maintain current purchasing administrative regulations.

VI. EXCLUSIONS

This policy does not apply to agreements to purchase copyrighted materials such as textbooks.

Legal References: Minn. Stat. § 123B.20 (Dealing in School Supplies)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)

Cross References: Burnsville-Eagan-Savage School District Policy 802 (Disposition of
Obsolete Equipment and Material)

Adopted: 5/16/2013 *Burnsville-Eagan-Savage School District Regulation 715*
Reviewed: 3/24/2016
Revised: 4/14/2016
Rescinds: DJ, DJA, DJC, and DJF

715R PURCHASING AND BID REQUIREMENTS

I. PROCEDURES

- A. For contracts over \$100,000 – sealed bids, solicited by public notice and subject to the particular requirements of the governmental subdivision.
- B. For contracts from \$25,000 to \$100,000 – sealed bids or direct negotiation, with two quotations whenever possible.
- C. For contracts of \$25,000 or less – open market or quotations (with at least two contract quotations, if practicable).
- D. Vendors may now submit bids, quotations, and proposals electronically in a form and manner required by the municipality.
- E. Quotes and Bid documents are kept on file as required for record retention purposes.
- F. All contracts must be on file with the executive business director.
- G. The board will be notified on a monthly basis of new contracts ranging from \$50,000 - \$100,000.

II. LEGAL REFERENCES

Minn. Stat. 471.345, the Uniform Municipal Contracting Law was established to provide dollar limits for all municipalities upon contracts which shall or may be entered into on the basis of competitive bids, quotations, or purchase or sale in the open market. ISD 191 follows the thresholds defined under this statute as follows

Adopted: 7/1993
Reviewed: 3/24/2016
Revised: 3/2005, 4/14/2016
Rescinds: ECR-R

Burnsville-Eagan-Savage School District Policy 805

805 WASTE REDUCTION AND RECYCLING

I. PURPOSE

The purpose of this policy is to establish a resource recovery program to promote the reduction of waste, the separation and recovery of recyclable and reusable commodities, the procurement of recyclable commodities and commodities containing recycled materials, the disposition of waste materials and surplus property, and the establishment of a program of education to develop an awareness of environmentally sound waste management. (Minn. Stat. § 115A.15, Subd. 1)

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to comply with all state laws relating to waste management and to make resource conservation an integral part of the physical operations and curriculum of the school district.

III. DEFINITIONS

- A. “Lamp recycling facility” means a facility operated to remove, recover, and recycle for reuse mercury or other hazardous materials from fluorescent or high intensity discharge lamps. (Minn. Stat. § 116.93, Subd. 1)
- B. “Mixed municipal solid waste” means garbage, refuse, and other solid waste that is aggregated for collection but does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams. (Minn. Stat. § 115A.03, Subd. 21)
- C. “Packaging” means a container and any appurtenant material that provide a means of transporting, marketing, protecting, or handling a product and includes pallets and packing such as blocking, bracing, cushioning, weatherproofing, strapping, coatings, closures, inks, dyes, pigments, and labels. (Minn. Stat. § 115A.03, Subd. 22b)
- D. “Postconsumer materials” means a finished material that would normally be discarded as a solid waste having completed its life cycle as a consumer item. (Minn. Stat. § 115A.03, Subd. 24b)
- E. “Rechargeable battery” means a sealed nickel-cadmium battery, a sealed lead acid

battery, or any other rechargeable battery, except certain dry cell batteries or a battery exempted by the Commissioner of the Pollution Control Agency (PCA) (Commissioner). (Minn. Stat. § 115A.9157)

- F. “Recyclable commodities” means materials, pieces of equipment, and parts which are not reusable but which contain recoverable resources. (Minn. Stat. § 115A.15, Subd. 1a(a))
- G. “Recyclable materials” means materials that are separated from mixed municipal solid waste for the purpose of recycling or composting, including paper, glass, plastics, metals, automobile oil, batteries, and source-separated compostable materials. Refuse-derived fuel or other material that is destroyed by incineration is not a recyclable material. (Minn. Stat. § 115A.03, Subd. 25a)
- H. “Recycling” means the process of collecting and preparing recyclable materials and reusing the materials in their original form that do not cause the destruction of recyclable materials in a manner that precludes further use. (Minn. Stat. § 115A.03, Subd. 25b)
- I. “Resource conservation” means the reduction in the use of water, energy, and raw materials. (Minn. Stat. § 115A.03, Subd. 26a)
- J. “Reusable commodities” means materials, pieces of equipment, parts, and used supplies which can be reused for their original purpose in their existing condition. (Minn. Stat. § 115A.15, Subd. 1a(b))
- K. “Source-separated compostable materials” means materials that:
 1. are separated at the source by waste generators for the purpose of preparing them for use as compost;
 2. are collected separately from mixed municipal solid waste and are governed by state licensing provisions;
 3. are comprised of food wastes, fish and animal waste, plant materials, diapers, sanitary products, and paper that is not recyclable because the Commissioner has determined that no other person is willing to accept the paper for recycling;
 4. are delivered to a facility to undergo controlled microbial degradation to yield a humus-like product meeting the PCA’s class I or class II, or equivalent, compost standards and where process residues do not exceed 15 percent by weight of the total material delivered to the facility; and
 5. may be delivered to a transfer station, mixed municipal solid waste processing facility, or recycling facility only for the purposes of composting or transfer to a composting facility, unless the Commissioner determines that no other person is willing to accept the materials.

(Minn. Stat. § 115A.03, Subd. 32a)

- L. “Waste reduction” or “source reduction” means an activity that prevents generation of waste or the inclusion of toxic materials in waste, including:
1. reusing the product in its original form;
 2. increasing the life span of a product;
 3. reducing material or the toxicity of material used in production or packaging; or
 4. changing procurement, consumption, or waste generation habits to result in smaller quantities or lower toxicity of waste generated.

(Minn. Stat. § 115A.03, Subd. 36b)

IV. WASTE DISPOSAL

- A. The school district will attempt to decrease the amount of waste consumable materials by:
1. reduction of the consumption of consumable materials whenever practicable;
 2. full utilization of materials prior to disposal;
 3. minimization of the use of non-biodegradable products whenever practicable.
- B. Each school district facility shall also collect at least three recyclable materials, such as, but not limited to, the following: paper, glass, plastic, and metal. (Minn. Stat. § 115A.151)
- C. The school district will transfer all recyclable materials collected to a recycler and, to the extent practicable, cooperate with, and participate in, recycling efforts being made by the city and/or county where the school district is located. (Minn. Stat. § 115A.151)
- D. Prior to entering into a contract for the management of mixed municipal solid waste, the school district will determine whether the disposal method provided for in the contract is equal to or better than the waste management practices currently employed in the county or district plan in the county where the school district is located and whether the contract is consistent with the solid waste plan. If the waste management method provided for in the contract is ranked lower than the waste management practices employed by the county or district, the school district will:

1. determine the potential liability to the school district and its taxpayers for managing waste in this manner;
2. develop and implement a plan for managing the potential liability; and
3. submit the information in (1) and (2) above to the PCA.

If the contract is inconsistent with the county plan or if the school district's waste management activities are inconsistent with the county plan, the school district should obtain the consent of the county prior to entering into a binding contract or developing or implementing inconsistent solid waste management activities. (Minn. Stat. § 115A.46, Subd. 5; Minn. Stat. § 115A.471; Minn. Stat. § 458D.07, Subd. 4)

- E. The school district may not knowingly place motor oil, brake fluid, power steering fluid, transmission fluid, motor oil filters, or motor vehicle antifreeze (other than small amounts of antifreeze contained in water used to flush the cooling system of a vehicle after the antifreeze has been drained and does not include de-icer that has been used on the exterior of a vehicle) in or on:
1. solid waste or solid waste management facilities other than a recycling facility or household hazardous waste collection facility;
 2. the land unless approved by the PCA; or
 3. the waters of the state, an individual sewage treatment system, or in a storm water or waste water collection or treatment system unless:
 - a. permitted to do so by the operator of the system and the PCA;
 - b. the school district generates an annual average of less than 50 gallons of waste motor vehicle antifreeze per month; and
 - c. the school district keeps records of the amount of waste antifreeze generated, maintains these records on site and makes the records available for inspection for a minimum of three years following generation of the waste antifreeze.

(Minn. Stat. § 115A.916)

- F. The school district may not place mercury or a thermostat, thermometer, electric switch, appliance, gauge, medical or scientific instrument, fluorescent or high-intensity discharge lamp, electric relay, or other electrical device from which the mercury has not been removed for reuse or recycling:
1. in solid waste; or

2. in a wastewater disposal system.

(Minn. Stat. § 115A.932, Subd. 1(a))

- G. The school district may not knowingly place mercury or a thermostat, thermometer, electric switch, appliance, gauge, medical or scientific instrument, fluorescent or high-intensity discharge lamp, electric relay, or other electrical device from which the mercury has not been removed for reuse or recycling:

1. in a solid waste processing facility; or
2. in a solid waste disposal facility.

(Minn. Stat. § 115A.932, Subd. 1(b))

- H. The school district will recycle a fluorescent or high-intensity discharge lamp by delivery of the lamp to a lamp recycling facility or to a facility that collects and stores lamps for the purpose of delivering them to a lamp recycling facility, including, but not limited to, a household hazardous waste collection or recycling facility, retailer take-back and utility provider program sites, or other sites designated by an electric utility under Minn. Stat. § 216B.241, Subds. 2 and 4. (Minn. Stat. § 115A.932, Subd. 1(c))

- I. The school district may not place a lead acid battery in mixed municipal solid waste or dispose of a lead acid battery. The school district also may not place in mixed municipal solid waste a dry cell battery containing mercuric oxide electrode, silver oxide electrode, nickel-cadmium, or sealed lead-acid that was purchased for use or used by the school district. The school district also may not place in mixed municipal solid waste a rechargeable battery, a rechargeable battery pack, a product with a nonremovable rechargeable battery, or a product powered by rechargeable batteries or rechargeable battery pack, from which all batteries or battery packs have not been removed. (Minn. Stat. § 115A.915; Minn. Stat. § 115A.9155, Subd. 1; Minn. Stat. § 115A.9157, Subd. 2)

- J. The school district may not place yard waste:

1. in mixed municipal solid waste;
2. in a disposal facility;
3. in a resource recovery facility, except for the purposes of reuse, composting, or cocomposting; or
4. in a plastic bag unless exempt as specified in Minn. Stat. § 115A.931(c), (d), or (e).

(Minn. Stat. § 115A.931)

- K. The school district may not place a telephone directory:
1. in solid waste;
 2. in a disposal facility; or
 3. in a resource recovery facility, except a recycling facility.

(Minn. Stat. § 115A.951, Subd. 2)

- L. The school district may not:

1. place major appliances in mixed municipal solid waste; or
2. dispose of major appliances in or on the land or in a solid waste processing or disposal facility.

(Minn. Stat. § 115A.9561)

- M. The school district may not place in mixed municipal solid waste an electronic product containing a cathode-ray tube. (Minn. Stat. § 115A.9565)

- N. The school district, on its own or in cooperation with others, may implement a program to collect, process, or dispose of household batteries. The school district may provide financial incentives to any person, including public or private civic groups, to collect the batteries. (Minn. Stat. § 115A.961, Subd. 3)

V. PROCUREMENT OF RECYCLED COMMODITIES AND MATERIALS

- A. When practicable and when the price of recycled materials does not exceed the price of nonrecycled materials by more than ten percent, the school district may purchase recycled materials. In order to maximize the quantity and quality of recycled materials purchased, the school district may also use other appropriate procedures to acquire recycled materials at the most economical cost to the school district. (Minn. Stat. § 16C.073, Subd.3(a))
- B. When purchasing commodities and services, the school district will apply and promote waste management practices with special emphasis on the reduction of the quantity and toxicity of materials in waste. (Minn. Stat. § 16C.073, Subd. 3(b))
- C. Whenever practicable, the school district will:
1. purchase uncoated office paper and printing paper unless the coated paper is made with at least 50 percent postconsumer material;
 2. purchase recycled content paper with at least ten percent postconsumer material by weight;

3. purchase paper which has not been dyed with colors, excluding pastel colors;
4. purchase recycled content paper that is manufactured using little or no chlorine bleach or chlorine derivatives;
5. use no more than two colored inks, standard or processed, except in formats where they are necessary to convey meaning;
6. use reusable binding materials or staples and bind documents by methods that do not use glue;
7. use soy-based inks;
8. produce reports, publications, and periodicals that are readily recyclable;
9. purchase paper which has been made on a paper machine located in Minnesota;
10. print documents on both sides of the paper where commonly accepted publishing practices allow; and
11. purchase copier paper that contains at least ten percent post-consumer material by fiber content.

(Minn. Stat. § 16C.073, Subd. 2)

- D. After July 1, 1998, the school district may not use a specified product included on the prohibited products list published in the State Register. (Minn. Stat. § 115A.9651)
- E. In developing bid specifications, the school district will consider the extent to which a commodity or product is durable, reusable or recyclable, and marketable through applicable local or regional recycling programs and the extent to which the commodity or product contains postconsumer material. (Minn. Stat. § 16C.073, Subd. 3(b))
- F. When a project involves the replacement of carpeting, the school district may require all persons who wish to bid on the project to designate a carpet recycling company in their bids. (Minn. Stat. § 16C.073, Subd. 3(b))

VI. OTHER

The policy of the school district is to actively advocate, where appropriate, for resource conservation practices to be adopted at the local, regional, and state levels.

Legal References: Minn. Stat. § 16C.073 (Purchase and Use of Paper Stock; Printing)
Minn. Stat. § 115A.03 (Definitions)
Minn. Stat. § 115A.15 (State Government Resource Recovery)
Minn. Stat. § 115A.151 (State and Local Facilities)
Minn. Stat. § 115A.46 (Requirements)
Minn. Stat. § 115A.471 (Public Entities; Management of Solid Waste)
Minn. Stat. § 115A.915 (Lead Acid Batteries; Land Disposal Prohibited)
Minn. Stat. § 115A.9155 (Disposal of Certain Dry Cell Batteries)
Minn. Stat. § 115A.9157 (Rechargeable Batteries and Products)
Minn. Stat. § 115A.916 (Motor Vehicle Fluids and Filters; Prohibitions)
Minn. Stat. § 115A.931 (Yard Waste Prohibition)
Minn. Stat. § 115A.932 (Mercury Prohibition)
Minn. Stat. § 115A.951 (Telephone Directories)
Minn. Stat. § 115A.9561 (Major Appliances)
Minn. Stat. § 115A.9565 (Cathode-Ray Tube Prohibition)
Minn. Stat. § 115A.961, Subd. 3 (Household Batteries; Collection, Processing, and Disposal)
Minn. Stat. § 115A.9651 (Listed Metals in Specified Products, Enforcement)
Minn. Stat. § 116.93, Subd. 1 (Lamp Recycling Facilities)
Minn. Stat. § 216B.241, Subds. 2 and 4 (Energy Conservation Improvement)
Minn. Stat. § 458D.07 (Sewage Collection and Disposal)
National Solid Waste Management Ass'n v. Williams, et al., 966 F.Supp. 844 (D. Minn. 1997)

Cross References:



Agenda II.B.5
April 14, 2016

To: Members, Board of Education
From: Lisa K. Rider, Executive Director of Business Services
Date: April 7, 2016
Re: Extended Field Trip to England

RECOMMENDATION: That the Board of Education approves the final field trip request for Eagle Ridge Junior High School ninth grade students to travel to England June 13-24, 2016.

Eagle Ridge Junior High is requesting final approval of an extended field trip for ninth graders to travel to England June 13-24, 2016. This is an extension of their studies of William Shakespeare's writing and relevant British history.

The school board gave preliminary approval on December 18, 2014. This field trip request is in compliance with Board Policy 610. I recommend the final approval of this field trip request.



**Agenda II.B.6.
April 14, 2016**

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

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

Date: April 14, 2016

Re: Change Order #001 for the 2016 Additions and Alterations to Metcalf Junior High, William Byrne Elementary and Rahn Elementary schools

RECOMMENDATION: That the Board of Education approve change order #001 for the 2016 Additions and Alterations to Metcalf Junior High, William Byrne Elementary and Rahn Elementary schools.

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

Change order #001 for contract #0610 (Morcon Construction Company Inc.) is in the amount of \$191.00. The reason for this change is to provide Windows in two doors at Rahn Elementary that were not called out to have Windows.

To date total change orders in amount of \$191.00 to the 3 contract amounts of \$4,342,600.00 brings the total contracts with change orders to \$4,342,791.00. This represents change orders of .004% of original bid amounts.

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

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa **MAR 09 2016**

MAR 16 2016

(Instructions on reverse side)

| | |
|----------------------|-------------------------------------|
| OWNER | <input checked="" type="checkbox"/> |
| CONSTRUCTION MANAGER | <input checked="" type="checkbox"/> |
| ARCHITECT | <input checked="" type="checkbox"/> |
| CONTRACTOR | <input checked="" type="checkbox"/> |
| FIELD | <input type="checkbox"/> |
| OTHER | <input type="checkbox"/> |

PCO#0155

PROJECT: WILLIAM BYRNE / RAHN / METCALF
 (Name and address) BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS
 100 RIVER RIDGE COURT
 BURNSVILLE, MN 55337

CHANGE ORDER NO.: 0610.001

INITIATION DATE: 03/01/16

TO CONTRACTOR:
 (Name and address) MORCON CONSTRUCTION CO, INC.
 5905 GOLDEN VALLEY RD
 GOLDEN VALLEY, MN 55420

PROJECT NOS.: 301504.02

CONTRACT FOR: Contract #0610 General Construction

CONTRACT DATE: 2/12/2016

The Contract is changed as follows:

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

RECEIVED

MAR 14 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

| | |
|---|-----------------|
| The original (Contract Sum) (Guaranteed Maximum Price) was | \$ 2,949,700.00 |
| Net change by previously authorized Change Orders | \$ 0.00 |
| The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was | \$ 2,949,700.00 |
| The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased / unchanged) by this Change Order | \$ 191.00 |
| The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be | \$ 2,949,891.00 |
| The Contract Time will be (increased / decreased) (unchanged) by | (- 0 -) days |
| The date of Substantial Completion as of the date of this Change Order therefore is | unchanged. |

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

WENCK CONSTRUCTION, INC.

CONSTRUCTION MANAGER
7500 OLSON MEMORIAL HWY, STE 300, GOLDEN VALLEY, MN 55427

ADDRESS Shawn Butts 3/9/16
BY DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN
ARCHITECTS

ARCHITECT
332 Minnesota Street, W2000, St. Paul, Minnesota 55101

ADDRESS [Signature] 3/15/16
BY DATE

MORCON CONSTRUCTION CO, INC.

CONTRACTOR
5905 Golden Valley Rd., Golden Valley, MN 55420

ADDRESS [Signature] 3/8/16
BY DATE

BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS

OWNER
100 River Ridge Court, Burnsville, MN 55337

ADDRESS _____
BY DATE



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Subcontract Change Order

56

Detailed, Grouped by Each Number

William Bryce-Rahn Metcalf

Project # 30150402
Tel: Fax:

Date: 3/3/2016

To Subcontractor/Vendor:
Morcon Construction Co., Inc.
5905 Golden Valley Road
Golden Valley, MN 55420

Architect's Project No:
Contract Date:
Contract Number: 0610
Change Order Number: 001

The Contract is hereby revised by the following items:

RFCOP#001 Approval

| PCO | Item # | Description | Amount |
|-----------|--------|--|--------|
| RFCOP#001 | 001 | Morcon - Provide door lites for Doors A100 & A113 at Rahn Elementary | 191 |

| | |
|---|-----------|
| The original Contract Value was..... | 2,949,700 |
| Sum of changes by prior Subcontract Change Orders..... | 0 |
| The Contract Value prior to this Subcontract Change Order was..... | 2,949,700 |
| The Contract Value will be changed by this Subcontract Change Order in the amount of..... | 191 |
| The new Contract Value including this Subcontract Change Order will be..... | 2,949,891 |
| The Contract duration will be changed by..... | 0 days |
| The revised Substantial Completion date as of this Subcontract Change Order is..... | |

CONTRACTOR

Address

BY _____

SIGNATURE

DATE

Morcon Construction Co., Inc.

SUBCONTRACTOR/VENDOR
5905 Golden Valley Road
Golden Valley, MN 55420

Address

BY Shawn Olson

SIGNATURE [Signature]

DATE 3/8/16

Metcalfe/Byrne/Rahn Budget Report with Change Orders

| Information | Company | Wenck Estimates | Awarded Bid | Change Orders To Date | Percent of Change | Numer of Change Orders | Contract Amount With Change Orders | Percent of Completion |
|--|---------------------------|------------------------------|------------------------------|------------------------|-------------------|------------------------|------------------------------------|-----------------------|
| Bid Metcalfe,Rahn,Byrne | | | | | | | | |
| Contract #2600 Electrical/Communication/Security/Sound | A.J. Moore Electric, Inc. | \$524,800.00 | \$602,000.00 | \$0.00 | 0.00% | 0 | \$602,000.00 | 3.61% |
| Contract #2300 Mechanical | Norther Air Corporation | \$911,550.00 | \$790,900.00 | \$0.00 | 0.00% | 0 | \$790,900.00 | 4.83% |
| Contract #0610 General Construction | Morcon Construction | \$3,075,056.00 | \$2,949,700.00 | \$191.00 | 0.01% | 1 | \$2,949,891.00 | 5.40% |
| | | <u>\$4,511,406.00</u> | <u>\$4,342,600.00</u> | <u>\$191.00</u> | | | <u>\$4,342,791.00</u> | |
| | Grand Totals | <u>\$4,511,406.00</u> | <u>\$4,342,600.00</u> | <u>\$191.00</u> | 0.004% | | <u>\$4,342,791.00</u> | |
| | | | | | | | <u>\$4,032,129.00</u> | |

REVIEW AND COMMENT CONSTRUCTION BUDGET WITH ALTERNATIVE FACILITIES FUNDING



**Agenda II.B.7.
April 14, 2016**

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

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

Date: April 14, 2016

Re: Change Order #001 for the 2016 Alterations to Nicollet Junior High, Edward Neill, Sky Oaks and Harriet Bishop Elementary schools

RECOMMENDATION: That the Board of Education approve change order #01 for the 2016 Alterations to Nicollet Junior High, Edward Neill, Sky Oaks and Harriet Bishop Elementary schools.

On January 14, 2016 the School Board approved the bids for contract #0980 and on February 11, 2016 the School Board approved the bids for contracts #0610, #2300, and #2600 for the 2016 Alterations to Nicollet Junior High, Edward Neill, Sky Oaks and Harriet Bishop Elementary schools.

Change order #01 for contract #2300 (Cool Air Mechanical) is a deduct in the amount of \$1000.00. A change in construction methods for the new dust collector is the reason for this change.

To date total change orders in the amount of \$-1000.00 to the 4 contract amounts of \$2,916,255.00 brings the total contracts with change orders to \$2,915,255.00. This represents change orders of -0.03% of original bid amounts.

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

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION
AIA DOCUMENT G701/CMa

OK-SB

PCO#01 59

| | |
|----------------------|-------------------------------------|
| OWNER | <input checked="" type="checkbox"/> |
| CONSTRUCTION MANAGER | <input checked="" type="checkbox"/> |
| ARCHITECT | <input checked="" type="checkbox"/> |
| CONTRACTOR | <input checked="" type="checkbox"/> |
| FIELD | <input type="checkbox"/> |
| OTHER | <input type="checkbox"/> |

MAR 14 2016

MAR 23 2016

(Instructions on reverse side)

PROJECT: NEILL/ SKY OAKS/ NICOLLET/ BISHOP
 (Name and address) BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS
 100 RIVER RIDGE COURT
 BURNSVILLE, MN 55337

CHANGE ORDER NO.: 2300.001

INITIATION DATE: 03/01/16

TO CONTRACTOR:
 (Name and address) COOL AIR MECHANICAL
 1544 134TH AVENUE NE
 HAM LAKE, MN 55304

PROJECT NOS.: 301504.03

CONTRACT FOR: Contract #2300 Mechanical

CONTRACT DATE: 2/12/2016

The Contract is changed as follows:

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

RECEIVED

MAR 21 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

| | |
|--|----------------|
| The original (Contract Sum) (Guaranteed Maximum Price) was | \$ 490,500.00 |
| Net change by previously authorized Change Orders | \$ 0.00 |
| The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was | \$ 490,500.00 |
| The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order | \$ (1,000.00) |
| The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be | \$ 489,500.00 |
| The Contract Time will be (increased) (decreased) (unchanged) by | (- 0 -) days |
| The date of Substantial Completion as of the date of this Change Order therefore is | unchanged. |

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

WENCK CONSTRUCTION, INC.
 CONSTRUCTION MANAGER
 7500 OLSON MEMORIAL HWY, STE 300, GOLDEN VALLEY, MN 55427
 ADDRESS Shawn Butts 3-15-16
 BY DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN
 ARCHITECTS
 ARCHITECT
 332 Minnesota Street, W2000, St. Paul, Minnesota 55101
 ADDRESS [Signature] 3/22/16
 BY DATE

COOL AIR MECHANICAL
 CONTRACTOR
 1544 134th Avenue NE, Ham Lake, MN 55304
 ADDRESS [Signature] 3-8-16
 BY DATE

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



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Subcontract Change Order

60

Detailed, Grouped by Each Number

Neill/Sky Oaks/Nicollet/Bishop

Project # 30150403

Tel: Fax:

Date: 3/1/2016

To Subcontractor/Vendor:

Cool Air Mechanical
1544 134th Avenue NE
Ham Lake, MN 55304

Architect's Project No:

Contract Date:

Contract Number: 2300

Change Order Number: 001

The Contract is hereby revised by the following items:

COR#002

| PCO | Item # | Description | Amount |
|---------|--------|---|--------|
| COR#002 | 001 | CA - Nicollet - Delete concrete pier & steel for dust collector piping. | -1,000 |

| | |
|---|---------|
| The original Contract Value was..... | 490,500 |
| Sum of changes by prior Subcontract Change Orders..... | 0 |
| The Contract Value prior to this Subcontract Change Order was..... | 490,500 |
| The Contract Value will be changed by this Subcontract Change Order in the amount of..... | -1,000 |
| The new Contract Value including this Subcontract Change Order will be..... | 489,500 |
| The Contract duration will be changed by..... | 0 days |
| The revised Substantial Completion date as of this Subcontract Change Order is..... | |

CONTRACTOR

Address

BY

SIGNATURE

DATE

Cool Air Mechanical

SUBCONTRACTOR/VENDOR

1544 134th Avenue NE
Ham Lake, MN 55304

Address

BY

SIGNATURE

DATE

ROD CHARON

[Signature]

3-8-16

PCO#1

Nicollet/Sky Oaks/Edward Neill/Harriet Bishop Budget Report with Change Orders

| Information | Company | Wenck Estimates | Awarded Bid | Change Orders To Date | Percent of Change | Numer of Change Orders | Contract Amount With Change Orders | Percent of Completion |
|--|-------------------------------|------------------------------|------------------------------|----------------------------|-------------------|------------------------|------------------------------------|-----------------------|
| Bid Nic, SO, EN, HB | | | | | | | | |
| Contract #0610 General Construction | CM Construction Company, Inc. | \$1,410,080.00 | \$1,675,000.00 | \$0.00 | 0.00% | 0 | \$1,675,000.00 | 0.00% |
| Contract #2600 Electrical/Communication/Security/Sound | CM Construction Company, Inc. | \$467,015.00 | \$466,750.00 | \$0.00 | 0.00% | 0 | \$466,750.00 | 0.00% |
| Contract #2300 Mechanical | Cool Air Mechanical | \$432,700.00 | \$490,500.00 | (\$1,000.00) | -0.20% | 1 | \$489,500.00 | 0.00% |
| Contract #0980 Nicollet Science Casework | Haldeman-Homme Inc. | \$413,528.00 | \$284,005.00 | \$0.00 | 0.00% | 0 | \$284,005.00 | 4.26% |
| | | <u>\$2,723,323.00</u> | <u>\$2,916,255.00</u> | <u>(\$1,000.00)</u> | | | <u>\$2,915,255.00</u> | |
| | Grand Totals | <u>\$2,723,323.00</u> | <u>\$2,916,255.00</u> | <u>(\$1,000.00)</u> | -0.03% | | <u>\$2,915,255.00</u> | |
| | | | | | | | <u>\$3,180,695.00</u> | |

REVIEW AND COMMENT CONSTRUCTION BUDGET WITH ALTERNATIVE FACILITIES FUNDING



**Agenda II.B.8.
April 14, 2016**

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

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

Date: April 14, 2016

Re: Change Orders #078, #079, #080, #082, #086, #087, #088, #091, #093, #094, #097, #098, #099, #100, #101, #102, #103, #104, #105 #106, #107 and #108 for the 2015 Additions and Alterations to Burnsville High School

RECOMMENDATION: That the Board of Education approve change orders #078, #079, #080, #082, #086, #087, #088, #091, #093, #094, #097, #098, #099, #100, #101, #102, #103, #104, #105 #106, #107 and #108 for the 2015 Additions and Alterations to Burnsville High School.

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

Change order #078 for contract #2300 (Klamm Mechanical Inc.) is in the amount of \$12,859.00. Changes to this contract included modifications to the fire sprinkler system, rerouting exhaust duct systems, changing out an exhaust fan that did not meet code and adjusting the height of a water heater shelf in the Annex.

Change order #079 for contract #2202 (Klamm Mechanical Inc.) is in the amount of \$12,106.00. Changes to this contract were to provide a pipe chase from the existing building to the science addition. This also included revisions of pipe locations in the science addition.

Change order #080 for contract #0510 (Red Cedars Steel Erectors Inc.) is in the amount of \$400.00. This cost was to cut down 3 columns that were fabricated without reviewed shop drawings.



Change order #082 for contract #2601 (People's Electric CO. Inc.) is in the amount of \$7,850.00. Change in locations of outlet drops for air handlers 11 and 12 and the addition of a security node for the card access system was the reason for the cost increase on this change order.

Change order #086 for contract #0420 (Crosstown Masonry Inc.) is in the amount of \$27,550.00. The additional costs to this contract were to add fire door frames and the addition of CMU walls in the lower level of the science wing addition. Also on this change order were changes to the elevator construction in the West addition.

Change order #087 for contract #0510 (Red Cedar Steel Erectors, Inc.) is in the amount of \$8,337.00. Additional steel beams and columns and added bar joists for structural are the reason for this cost increase.

Change order #088 for contract #0512 (American Structural Metals, Inc.) is a deduct in the amount of (\$1,020.00). This change is a result of not using plank bearing angle steel and the change in the number of beams and columns in areas 5 and 9. It also includes additional roof frames for mechanical units and support joists.

Change order #091 for contract #3100 (Max Steininger, Inc.) is in the amount of \$6,749.00. Additional excavation was needed for structural changes and additional drain tile needed at the Plaza on the west side addition was the reason for this change.

Change order #093 for contract #0966 (Advance Terrazzo & Tile Company Inc.) is in the amount of \$14,900.00. This change includes adding terrazzo stair treads to 90 linear feet of stairs in lieu of vinyl tile.

Change order #094 for contract #2202 (Klamm Mechanical Inc.) is in the amount of \$10,915.00. The reason for this change was to reroute and make modifications to underground ductwork. This modification required an additional 32 ft of 48 in ductwork.

Change order #097 for contract #2202 (Klamm Mechanical Inc.) is in the amount of \$17,207.00. Acid waste piping, drains, and cleanouts that were not included in the specifications for bid package #3 are the added costs on this change order.

Change order #098 for contract #2300 (Klamm Mechanical Inc.) is in the amount of \$9,918.00. On this change order is a new tailpipe exhaust fan for the Annex and the replacement of an existing sewer line that passed through a foundation wall in area 10 due to the condition of the pipe once it was uncovered.

Change order #099 for contract #0512 (American Structural Metals, Inc.) is in the amount of \$3,245.00. Structural changes and coordination between bid packages 3 and 4 are the reasons for the change to this contract.

Change order #100 for contract #0510 (Red Cedar Steel Erectors, Inc.) is in the amount of \$3,693.00. The added costs were for structural component installation.

Change order #101 for contract #0420 (Crosstown Masonry Inc.) is in the amount of \$2,598.00. Changes to block size for the elevator in the activity center, a new door and additional masonry piers at elevator locations are the reasons for this cost increase.

Change order #102 for contract #0345 (Wells Concrete Products Company) is in the amount of \$10,800.00. The additional costs were to add galvanized embed plates to the precast walls for the sunshades installation.

Change order #103 for contract #0330 (Northland Concrete & Masonry Company LLC) is in the amount of \$8,531.00. The change in this contract is the result of adding a stoop to the new restroom facilities at the football field location and drilling a jack hole and additional concrete work for the elevator in the West addition.

Change order #104 for contract #0330 (Northland Concrete & Masonry Company LLC) is in the amount of \$48,833.00. Overtime for footings and foundations and winter conditions are the reason for this change.

Change order #105 for contract #2601 (People's Electric CO. Inc.) is a deduct in the amount of (\$2,698.00). Allowing the electrical contractor to use the old electrical feed instead of running a new electrical line is the reason for this credit.

Change order #106 for contract #3100 (Max Steininger, Inc.) is in the amount of \$34,507.00. Changes in this contract are due to winter conditions.

Change order #107 for contract #0930 (Multiple Concepts Interiors, Inc.) is a deduct in the amount of \$45,125.00. A change in porcelain tile being used on this project is the result of this deduction.

Change order #108 for contract #2200 (El-Jay Plumbing & Heating, Inc.) is in the amount of \$65,482.00. The reason for this cost increase was to add chilled water piping to the project that was not in the design.



To date total change orders in amount of \$977,279.00 to the 45 original contract amounts of \$37,734,946.00 brings the total contracts with change orders to \$38,712,225.00. This represents change orders of 2.59% of original bid amounts.

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

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

FEB 29 2016

MAR 08 2016

OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PCO # 078
66

(Instructions on reverse side)

PROJECT: 2015 ADDITIONS & ALTERATIONS TO
 (Name and address) BURNSVILLE HIGH SCHOOL BP #1
 600 EAST HIGHWAY 13
 BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.: 2300.007

INITIATION DATE: 02/03/16

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

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #2300
Mechanical

CONTRACT DATE: 5/28/2015

The Contract is changed as follows:

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

RECEIVED

MAR 2 2016

ARMSTRONG, TORSETH
 SKOLD & RYDEEN, INC.

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

| | | |
|---|------|--------------|
| The original (Contract Sum) (Guaranteed Maximum Price) was | \$ | 900,000.00 |
| Net change by previously authorized Change Orders | \$ | 18,357.00 |
| The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was | \$ | 918,357.00 |
| The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order | \$ | 12,859.00 |
| The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be ... | \$ | 931,216.00 |
| The Contract Time will be (increased) (decreased) (unchanged) by | zero | (-0-) days |
| The date of Substantial Completion as of the date of this Change Order therefore is | | unchanged. |

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

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS
 BY *[Signature]* DATE 2/29/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS
 BY *[Signature]* DATE 3/4/16

KLAMM MECHANICAL CONTRACTORS, INC.
 CONTRACTOR
 12409 County Road 11, Burnsville, MN 55337
 ADDRESS
 BY *[Signature]* DATE 2/22/16

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



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Change Order

Burnsville High School

Project # 30150401

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

Date: 2/3/2016

Contractor:

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

Architect's Project No:

Contract Date:

Contract Number: 2300

Change Order Number: 007

The Contract is hereby revised by the following items:

| PCO | Item # | Description | Amount |
|---------|--------|---|--------|
| PR-030 | 002 | Add sprinklers and fix exhaust duct conflicts per PR 030. | 9,606 |
| RCO-062 | 001 | Change exhaust fan per inspector and water heater shelf height. | 3,253 |

| | |
|---|---------|
| The original Contract (s) Value was..... | 900,000 |
| Sum of changes by prior Change Orders..... | 18,357 |
| The Contract Value prior to this Change Order was..... | 918,357 |
| The Contract Value will be changed by this Change Order in the amount of..... | 12,859 |
| The new Contract Value including this Change Order will be..... | 931,216 |
| The Contract duration will be changed by..... | 0 days |
| The revised Substantial Completion date as of this Change Order is..... | |

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

FEB 29 2016

MAR 08 2016

OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PCO # 079
68

(Instructions on reverse side)

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

CHANGE ORDER NO.: 2202.002

INITIATION DATE: 02/03/16

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

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #2202
Underground Mechanical

CONTRACT DATE: 8/13/2015

The Contract is changed as follows:

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

RECEIVED

MAR 2 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

| | | |
|---|------|--------------|
| The original (Contract Sum) (Contracted Maximum Price) was | \$ | 872,000.00 |
| Net change by previously authorized Change Orders | \$ | (4,143.00) |
| The (Contract Sum) (Contracted Maximum Price) prior to this Change Order was | \$ | 867,857.00 |
| The (Contract Sum) (Contracted Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order | \$ | 12,106.00 |
| The new (Contract Sum) (Contracted Maximum Price) including this Change Order will be ... | \$ | 879,963.00 |
| The Contract Time will be (increased) (decreased) (unchanged) by | zero | (-0-) days |
| The date of Substantial Completion as of the date of this Change Order therefore is | | unchanged. |

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

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS
 BY *[Signature]* DATE 2/29/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS
 BY *[Signature]* DATE 3/4/16

KLAMM MECHANICAL CONTRACTORS, INC.
 CONTRACTOR
 12409 County Road 11, Burnsville, MN 55337
 ADDRESS
 BY *[Signature]* DATE 2/22/16

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



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Change Order

Burnsville High School

Project # 30150401

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

Date: 2/3/2016

Contractor:

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

Architect's Project No:

Contract Date:

Contract Number: 2202

Change Order Number: 002

The Contract is hereby revised by the following items:

| PCO | Item # | Description | Amount |
|--------|--------|--|--------|
| PR-049 | 001 | Provide pipe chase from tunnel to mechanical room, extend waste pipe under concrete floor, and revise location of pipe rises per PR 049. | 12,106 |

| | |
|---|---------|
| The original Contract (s) Value was..... | 872,000 |
| Sum of changes by prior Change Orders..... | -4,143 |
| The Contract Value prior to this Change Order was..... | 867,857 |
| The Contract Value will be changed by this Change Order in the amount of..... | 12,106 |
| The new Contract Value including this Change Order will be..... | 879,963 |
| The Contract duration will be changed by..... | 0 days |
| The revised Substantial Completion date as of this Change Order is..... | |

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

MAR 14 2016
MAR 23 2016

| | | | |
|----------------------|-------------------------------------|-------|-----|
| OWNER | <input checked="" type="checkbox"/> | PCO # | 080 |
| CONSTRUCTION MANAGER | <input checked="" type="checkbox"/> | | 70 |
| ARCHITECT | <input checked="" type="checkbox"/> | | |
| CONTRACTOR | <input checked="" type="checkbox"/> | | |
| FIELD | <input type="checkbox"/> | | |
| OTHER | <input type="checkbox"/> | | |

(Instructions on reverse side)

| | | | |
|---|---|-------------------|--|
| PROJECT: <i>(Name and address)</i> | 2015 ADDITIONS & ALTERATIONS TO BURNSVILLE HIGH SCHOOL BP #3 600 EAST HIGHWAY 13 BURNSVILLE, MINNESOTA 55337 | CHANGE ORDER NO.: | 0510.001 |
| TO CONTRACTOR: <i>(Name and address)</i> | RED CEDAR STEEL ERECTORS, INC. 4621 DOMAIN DRIVE MENOMONIE, WISCONSIN 54751 | INITIATION DATE: | 02/03/16 |
| | | PROJECT NOS.: | 301504.01 |
| | | CONTRACT FOR: | <u>Contract #0510</u> Structural Steel Erection |
| | | CONTRACT DATE: | 8/13/2015 |

The Contract is changed as follows:

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

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ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

| | | |
|---|------|--------------|
| The original (Contract Sum) (Guaranteed Maximum Price) was | \$ | 582,300.00 |
| Net change by previously authorized Change Orders | \$ | 0.00 |
| The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was | \$ | 582,300.00 |
| The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order | \$ | 400.00 |
| The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be | \$ | 582,700.00 |
| The Contract Time will be (increased) (decreased) (unchanged) by | zero | (-0-) days |
| The date of Substantial Completion as of the date of this Change Order therefore is | | unchanged. |

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

WENCK CONSTRUCTION INC.

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

BY *[Signature]* 3/15/16
DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS

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

BY *[Signature]* 3/22/16
DATE

RED CEDAR STEEL ERECTORS, INC.

CONTRACTOR
4621 Domain Drive, Menomonie, WI 54751
ADDRESS

BY *[Signature]* 3-7-16
DATE

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

OWNER
100 River Ridge Court, Burnsville, MN 55337
ADDRESS

BY _____ DATE



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Change Order

Burnsville High School

Project # 30150401

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

Date: 2/3/2016

Contractor:

Red Cedar Steel Erectors, Inc.
4621 Domain Drive
Menomonie, WI 54751

Architect's Project No:

Contract Date:

Contract Number: 0510

Change Order Number: 001

The Contract is hereby revised by the following items:

| PCO | Item # | Description | Amount |
|---------|--------|---|--------|
| RCO-067 | 001 | Cost to cut down 3 columns that were fabricated without reviewed shop drawings. | 400 |

| | |
|---|---------|
| The original Contract (s) Value was..... | 582,300 |
| Sum of changes by prior Change Orders..... | 0 |
| The Contract Value prior to this Change Order was..... | 582,300 |
| The Contract Value will be changed by this Change Order in the amount of..... | 400 |
| The new Contract Value including this Change Order will be..... | 582,700 |
| The Contract duration will be changed by..... | 0 days |
| The revised Substantial Completion date as of this Change Order is..... | |

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

MAR 09 2016
MAR 23 2016

| | | | |
|----------------------|-------------------------------------|-------|-----|
| OWNER | <input checked="" type="checkbox"/> | PCO # | 082 |
| CONSTRUCTION MANAGER | <input checked="" type="checkbox"/> | | 72 |
| ARCHITECT | <input checked="" type="checkbox"/> | | |
| CONTRACTOR | <input checked="" type="checkbox"/> | | |
| FIELD | <input type="checkbox"/> | | |
| OTHER | <input type="checkbox"/> | | |

(Instructions on reverse side)

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

CHANGE ORDER NO.: 2601.004
INITIATION DATE: 02/04/16
PROJECT NOS.: 301504.01
CONTRACT FOR: Contract #2601
Electrical/Communications
Security/Paging
CONTRACT DATE: 10/22/2015

TO CONTRACTOR: PEOPLES ELECTRIC CO., INC.
(Name and address) 277 FILLMORE AVENUE
ST. PAUL, MINNESOTA 55107

The Contract is changed as follows:

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

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ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

| | | |
|---|------|--------------|
| The original (Contract Sum) (Contract Maximum Price) was | \$ | 3,558,650.00 |
| Net change by previously authorized Change Orders | \$ | 92,979.00 |
| The (Contract Sum) (Contract Maximum Price) prior to this Change Order was | \$ | 3,651,629.00 |
| The (Contract Sum) (Contract Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order | \$ | 7,850.00 |
| The new (Contract Sum) (Contract Maximum Price) including this Change Order will be | \$ | 3,659,479.00 |
| The Contract Time will be (increased) (decreased) (unchanged) by | zero | (-0-) days |
| The date of Substantial Completion as of the date of this Change Order therefore is | | unchanged. |

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

WENCK CONSTRUCTION INC.
CONSTRUCTION MANAGER
7500 Olson Memorial Hwy, Golden Valley, MN 55427
ADDRESS
BY: *[Signature]* DATE: 3/15/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS
ARCHITECT
8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
ADDRESS
BY: *[Signature]* DATE: 3/22/16

PEOPLES ELECTRIC CO., INC.
CONTRACTOR
277 East Fillmore Avenue, St. Paul, MN 55107
ADDRESS
BY: *[Signature]* DATE: 3/7/16

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



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Change Order

Burnsville High School

Project # 30150401

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

Date: 2/4/2016

Contractor:

Peoples Electric Company, Inc.
277 East Fillmore Avenue
St. Paul, MN 55107

Architect's Project No:

Contract Date:

Contract Number: 2601

Change Order Number: 004

The Contract is hereby revised by the following items:

| PCO | Item # | Description | Amount |
|---------|--------|--|--------|
| RCO-078 | 001 | Relocated two outlet drops for AHUs 11 and 12. | 824 |
| RCO-085 | 001 | Install additional S2 node per Glenn Simon | 7,026 |

| | |
|---|-----------|
| The original Contract (s) Value was..... | 3,558,650 |
| Sum of changes by prior Change Orders..... | 92,979 |
| The Contract Value prior to this Change Order was..... | 3,651,629 |
| The Contract Value will be changed by this Change Order in the amount of..... | 7,850 |
| The new Contract Value including this Change Order will be..... | 3,659,479 |
| The Contract duration will be changed by..... | 0 days |
| The revised Substantial Completion date as of this Change Order is..... | |

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

MAR 04 2016

MAR 23 2016

(Instructions on reverse side)

OWNER

CONSTRUCTION MANAGER

ARCHITECT

CONTRACTOR

FIELD

OTHER

PCO # 086
74

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

CHANGE ORDER NO.: 0420.003
INITIATION DATE: 02/10/16
PROJECT NOS.: 301504.01
CONTRACT FOR: Contract #0420
Masonry
CONTRACT DATE: 8/13/2015

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

The Contract is changed as follows:

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

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ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

| | | |
|---|------|--------------|
| The original (Contract Sum) (Guaranteed Maximum Price) was | \$ | 1,240,000.00 |
| Net change by previously authorized Change Orders | \$ | 2,287.00 |
| The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was | \$ | 1,242,287.00 |
| The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order | \$ | 27,550.00 |
| The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be | \$ | 1,269,837.00 |
| The Contract Time will be (increased) (decreased) (unchanged) by | zero | (-0-) days |
| The date of Substantial Completion as of the date of this Change Order therefore is | | unchanged. |

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

WENCK CONSTRUCTION INC.
CONSTRUCTION MANAGER
7500 Olson Memorial Hwy, Golden Valley, MN 55427
ADDRESS
BY *Ladd Ben* DATE *3/15/16*

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS
ARCHITECT
8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
ADDRESS
BY *W J Hup* DATE *3/22/16*

CROSSTOWN MASONRY, INC.
CONTRACTOR
1322 159th Avenue NE, Ham Lake, MN 55304
ADDRESS
BY *Sammy Breasted* DATE *3/2/16*

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



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Change Order

Burnsville High School

Project # 30150401

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

Date: 2/10/2016

Contractor:

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

Architect's Project No:

Contract Date:

Contract Number: 0420

Change Order Number: 003

The Contract is hereby revised by the following items:

| PCO | Item # | Description | Amount |
|--------|--------|---|--------|
| PR-028 | 001 | Changes to CMU walls per PR 28. | 13,708 |
| PR-029 | 003 | Area 11 elevator changes, reclaimed brick infill at window and misc masonry per PR 029. | 13,842 |

| | |
|---|-----------|
| The original Contract (s) Value was..... | 1,240,000 |
| Sum of changes by prior Change Orders..... | 2,287 |
| The Contract Value prior to this Change Order was..... | 1,242,287 |
| The Contract Value will be changed by this Change Order in the amount of..... | 27,550 |
| The new Contract Value including this Change Order will be..... | 1,269,837 |
| The Contract duration will be changed by..... | 0 days |
| The revised Substantial Completion date as of this Change Order is..... | |

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

FEB 29 2016

| | | | |
|----------------------|-------------------------------------|-------|-----|
| OWNER | <input checked="" type="checkbox"/> | PCO # | 087 |
| CONSTRUCTION MANAGER | <input checked="" type="checkbox"/> | | |
| ARCHITECT | <input checked="" type="checkbox"/> | | 76 |
| CONTRACTOR | <input checked="" type="checkbox"/> | | |
| FIELD | <input type="checkbox"/> | | |
| OTHER | <input type="checkbox"/> | | |

(Instructions on reverse side) MAR 28 2016

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

CHANGE ORDER NO.: 0510.002
 INITIATION DATE: 02/10/16
 PROJECT NOS.: 301504.01
 CONTRACT FOR: Contract #0510
 Structural Steel Erection
 CONTRACT DATE: 8/13/2015

TO CONTRACTOR:
 (Name and address) RED CEDAR STEEL ERECTORS, INC.
 4621 DOMAIN DRIVE
 MENOMONIE, WISCONSIN 54751

The Contract is changed as follows:

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

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ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

| | | |
|---|------|--------------|
| The original (Contract Sum) (Guaranteed Maximum Price) was | \$ | 582,300.00 |
| Net change by previously authorized Change Orders | \$ | 400.00 |
| The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was | \$ | 582,700.00 |
| The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order | \$ | 8,337.00 |
| The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be ... | \$ | 591,037.00 |
| The Contract Time will be (increased) (decreased) (unchanged) by | zero | (-0-) days |
| The date of Substantial Completion as of the date of this Change Order therefore is | | unchanged. |

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

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS
 BY *[Signature]* DATE *2/24/16*

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS
 BY *[Signature]* DATE *3/24/16*

RED CEDAR STEEL ERECTORS, INC.
 CONTRACTOR
 4621 Domain Drive, Menomonie, WI 54751
 ADDRESS
 BY *[Signature]* DATE *3-18-16*

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



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Change Order

Burnsville High School

Project # 30150401

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

Date: 2/10/2016

Contractor:

Red Cedar Steel Erectors, Inc.
4621 Domain Drive
Menomonie, WI 54751

Architect's Project No:

Contract Date:

Contract Number: 0510

Change Order Number: 002

The Contract is hereby revised by the following items:

| PCO | Item # | Description | Amount |
|--------|--------|--|--------|
| PR-028 | 003 | Structural steel changes per PR 028. | 4,036 |
| PR-029 | 001 | Install of additional roof frames for mechanical units and added joists per PR 29. | 4,301 |

| | |
|---|---------|
| The original Contract (s) Value was..... | 582,300 |
| Sum of changes by prior Change Orders..... | 400 |
| The Contract Value prior to this Change Order was..... | 582,700 |
| The Contract Value will be changed by this Change Order in the amount of..... | 8,337 |
| The new Contract Value including this Change Order will be..... | 591,037 |
| The Contract duration will be changed by..... | 0 days |
| The revised Substantial Completion date as of this Change Order is..... | |

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

FEB 26 2016
MAR 08 2016

(Instructions on reverse side)

OWNER PCO # 088
 CONSTRUCTION MANAGER
 ARCHITECT 78
 CONTRACTOR
 FIELD
 OTHER

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

TO CONTRACTOR: AMERICAN STRUCTURAL METALS, INC.
 (Name and address) 777 LEHMANN WAY, PO BOX 40
 SOMERSET, WISCONSIN 54025

CHANGE ORDER NO.: 0512.002
 INITIATION DATE: 02/10/16
 PROJECT NOS.: 301504.01
 CONTRACT FOR: Contract #0512
 Structural Steel Supply
 CONTRACT DATE: 8/13/2015

The Contract is changed as follows:

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

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ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

| | | |
|---|------|--------------|
| The original (Contract Sum) (Guaranteed Maximum Price) was | \$ | 898,900.00 |
| Net change by previously authorized Change Orders | \$ | 1,360.00 |
| The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was | \$ | 900,260.00 |
| The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order | \$ | (1,020.00) |
| The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be ... | \$ | 899,240.00 |
| The Contract Time will be (increased) (decreased) (unchanged) by | zero | (-0-) days |
| The date of Substantial Completion as of the date of this Change Order therefore is | | unchanged. |

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

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS
 BY: *[Signature]* DATE: 2/29/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS
 BY: *[Signature]* DATE: 3/4/16

AMERICAN STRUCTURAL METALS, INC.
 CONTRACTOR
 777 Lehmann Way, PO Box 40, Somerset, WI 54025
 ADDRESS
 BY: *[Signature]* DATE: 2/29/16

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



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88

Change Order

Burnsville High School **Project # 30150401**
Tel: 952-707-2000 Fax: 952-707-2102

Date: 2/10/2016

Contractor:
 American Structural Metals, Inc.
 777 Lehmann Way
 PO Box 40
 Somerset, WI 54025

Architect's Project No:
Contract Date:
Contract Number: 0512
Change Order Number: 002

The Contract is hereby revised by the following items:

| PCO | Item # | Description | Amount |
|--------|--------|---|--------|
| PR-028 | 004 | Deduct for deleted plank bearing angle per PR 28. | -8,190 |
| PR-029 | 004 | Supply of additional roof frames for mechanical units and added joists per PR 29. | 7,170 |

| | |
|---|---------|
| The original Contract (s) Value was..... | 898,900 |
| Sum of changes by prior Change Orders..... | 1,360 |
| The Contract Value prior to this Change Order was..... | 900,260 |
| The Contract Value will be changed by this Change Order in the amount of..... | -1,020 |
| The new Contract Value including this Change Order will be..... | 899,240 |
| The Contract duration will be changed by..... | 0 days |
| The revised Substantial Completion date as of this Change Order is..... | |

DM

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

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FEB 26 2016
MAR 08 2016

OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PCO # 091
80

(Instructions on reverse side)

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

CHANGE ORDER NO.: 3100.004
 INITIATION DATE: 02/12/16
 PROJECT NOS.: 301504.01
 CONTRACT FOR: Contract #3100
 Earthwork Site Demo
 CONTRACT DATE: 8/13/2015

TO CONTRACTOR: MAX STEININGER, INC.
 (Name and address) 3080 LEXINGTON AVENUE SOUTH
 EAGAN, MINNESOTA 55121

The Contract is changed as follows:

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

RECEIVED

MAR 2 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

| | | |
|---|------|--------------|
| The original (Contract Sum) (Contracted Maximum Price) was | \$ | 1,071,000.00 |
| Net change by previously authorized Change Orders | \$ | 16,635.00 |
| The (Contract Sum) (Contracted Maximum Price) prior to this Change Order was | \$ | 1,087,635.00 |
| The (Contract Sum) (Contracted Maximum Price) will be (increased) (& revised) (increased) by this Change Order | \$ | 6,749.00 |
| The new (Contract Sum) (Contracted Maximum Price) including this Change Order will be ... | \$ | 1,094,384.00 |
| The Contract Time will be (increased) (decreased) (unchanged) by | zero | (-0-) days |
| The date of Substantial Completion as of the date of this Change Order therefore is | | unchanged. |

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

WENCK CONSTRUCTION INC.

CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS
 BY *Todd Stein* DATE 2/29/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT

ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS
 BY *W. J. Rydeen* DATE 3/4/16

MAX STEININGER, INC.

CONTRACTOR
 3080 Lexington Avenue South, Eagan, MN 55121
 ADDRESS
 BY *Max Steininger* DATE 2-22-16

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

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



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Change Order

Burnsville High School

Project # 30150401

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

Date: 2/12/2016

Contractor:

Max Steininger, Inc.
3080 Lexington Avenue South
Eagan, MN 55121

Architect's Project No:

Contract Date:

Contract Number: 3100

Change Order Number: 004

The Contract is hereby revised by the following items:

| PCO | Item # | Description | Amount |
|--------|--------|---|--------|
| PR-026 | 005 | Excavate for structural changes per PR 26 | 2,035 |
| PR-035 | 005 | Provide additional draitile per PR P35. | 4,714 |

| | |
|---|-----------|
| The original Contract (s) Value was..... | 1,071,000 |
| Sum of changes by prior Change Orders..... | 16,635 |
| The Contract Value prior to this Change Order was..... | 1,087,635 |
| The Contract Value will be changed by this Change Order in the amount of..... | 6,749 |
| The new Contract Value including this Change Order will be..... | 1,094,384 |
| The Contract duration will be changed by..... | 0 days |
| The revised Substantial Completion date as of this Change Order is..... | |

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

FEB 29 2016

MAR 08 2016

(Instructions on reverse side)

OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PCO # 093
82

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

TO CONTRACTOR: ADVANCE TERRAZZO & TILE COMPANY, INC.
 (Name and address) 425 COON RAPIDS BLVD. COON RAPIDS, MINNESOTA 55433

CHANGE ORDER NO.: 0966.001
 INITIATION DATE: 02/12/16
 PROJECT NOS.: 301504.01
 CONTRACT FOR: Contract #0966
 Epoxy Terrazzo Flooring
 CONTRACT DATE: 11/5/2015

The Contract is changed as follows:

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

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MAR 2 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

| | | |
|---|------|--------------|
| The original (Contract Sum) (Contract Maximum Price) was | \$ | 508,000.00 |
| Net change by previously authorized Change Orders | \$ | 0.00 |
| The (Contract Sum) (Contract Maximum Price) prior to this Change Order was | \$ | 508,000.00 |
| The (Contract Sum) (Contract Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order | \$ | 14,900.00 |
| The new (Contract Sum) (Contract Maximum Price) including this Change Order will be | \$ | 522,900.00 |
| The Contract Time will be (increased) (decreased) (unchanged) by | zero | (-0-) days |
| The date of Substantial Completion as of the date of this Change Order therefore is | | unchanged. |

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

WENCK CONSTRUCTION INC.

CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS
 BY *[Signature]* DATE 2/29/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT

ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS
 BY *[Signature]* DATE 3/4/16

ADVANCE TERRAZZO & TILE COMPANY, INC.

CONTRACTOR
 425 Coon Rapids Blvd., Coon Rapids, MN 55433
 ADDRESS
 BY *[Signature]* DATE 2-26-16

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

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



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Change Order

Burnsville High School

Project # 30150401

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

Date: 2/12/2016

Contractor:
Advance Terrazzo & Tile Company
425 Coon Rapids Blvd.
Coon Rapids, MN 55448

Architect's Project No:
Contract Date:
Contract Number: 0966
Change Order Number: 001

The Contract is hereby revised by the following items:

| PCO | Item # | Description | Amount |
|--------|--------|--|--------|
| PR-045 | 005 | Add stair treads to about 90 LF of stairs per PR 45. | 14,900 |

| | |
|---|---------|
| The original Contract (s) Value was..... | 508,000 |
| Sum of changes by prior Change Orders..... | 0 |
| The Contract Value prior to this Change Order was..... | 508,000 |
| The Contract Value will be changed by this Change Order in the amount of..... | 14,900 |
| The new Contract Value including this Change Order will be..... | 522,900 |
| The Contract duration will be changed by..... | 0 days |
| The revised Substantial Completion date as of this Change Order is..... | |

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

FEB 29 2016

MAR 08 2016

OWNER X
 CONSTRUCTION MANAGER X
 ARCHITECT X
 CONTRACTOR X
 FIELD
 OTHER

PCO # 094
84

(Instructions on reverse side)

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

CHANGE ORDER NO.: 2202.003

INITIATION DATE: 02/15/16

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

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #2202
Underground Mechanical

CONTRACT DATE: 8/13/2015

The Contract is changed as follows:

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

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ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

| | | |
|---|------|--------------|
| The original (Contract Sum) (Guaranteed Maximum Price) was | \$ | 872,000.00 |
| Net change by previously authorized Change Orders | \$ | 7,963.00 |
| The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was | \$ | 879,963.00 |
| The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order | \$ | 10,915.00 |
| The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be | \$ | 890,878.00 |
| The Contract Time will be (increased) (decreased) (unchanged) by | zero | (-0-) days |
| The date of Substantial Completion as of the date of this Change Order therefore is | | unchanged. |

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

WENCK CONSTRUCTION INC.

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

ADDRESS *[Signature]*
 BY *[Signature]* DATE 2/29/16

KLAMM MECHANICAL CONTRACTORS, INC.

CONTRACTOR
 12409 County Road 11, Burnsville, MN 55337

ADDRESS *[Signature]*
 BY *[Signature]* DATE 2/22/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT

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

ADDRESS *[Signature]*
 BY *[Signature]* DATE 3/4/16

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

OWNER
 100 River Ridge Court, Burnsville, MN 55337

ADDRESS
 BY _____ DATE _____



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Change Order

Burnsville High School

Project # 30150401

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

Date: 2/15/2016

Contractor:

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

Architect's Project No:

Contract Date:

Contract Number: 2202

Change Order Number: 003

The Contract is hereby revised by the following items:

| PCO | Item # | Description | Amount |
|--------|--------|--|--------|
| PR-055 | 001 | Duct rerouting leading to about 32' of additional 48" duct per PR 055. | 10,915 |

| | |
|---|---------|
| The original Contract (s) Value was..... | 872,000 |
| Sum of changes by prior Change Orders..... | 7,963 |
| The Contract Value prior to this Change Order was..... | 879,963 |
| The Contract Value will be changed by this Change Order in the amount of..... | 10,915 |
| The new Contract Value including this Change Order will be..... | 890,878 |
| The Contract duration will be changed by..... | 0 days |
| The revised Substantial Completion date as of this Change Order is..... | |

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

FEB 29 2016

MAR 08 2016

(Instructions on reverse side)

OWNER

CONSTRUCTION MANAGER

ARCHITECT

CONTRACTOR

FIELD

OTHER

PCO # 097
86

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

CHANGE ORDER NO.: 2202.004

INITIATION DATE: 02/17/16

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

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #2202
Underground Mechanical

CONTRACT DATE: 8/13/2015

The Contract is changed as follows:

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

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MAR 2 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

| | | |
|---|------|-------------------|
| The original (Contract Sum) (Guaranteed Maximum Price) was | \$ | 872,000.00 |
| Net change by previously authorized Change Orders | \$ | 18,878.00 |
| The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was | \$ | 890,878.00 |
| The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (<u>unchanged</u>) by this Change Order | \$ | 17,207.00 |
| The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be | \$ | 908,085.00 |
| The Contract Time will be (increased) (decreased) (<u>unchanged</u>) by | zero | (-0-) days |
| The date of Substantial Completion as of the date of this Change Order therefore is | | <u>unchanged.</u> |

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

WENCK CONSTRUCTION INC.

CONSTRUCTION MANAGER
7500 Olson Memorial Hwy, Golden Valley, MN 55427
ADDRESS *[Signature]* 2/29/16
BY DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT

ARCHITECT
8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
ADDRESS *[Signature]* 3/4/16
BY DATE

KLAMM MECHANICAL CONTRACTORS, INC.

CONTRACTOR
12409 County Road 11, Burnsville, MN 55337
ADDRESS *[Signature]* 2/22/16
BY DATE

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

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



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



Change Order

Burnsville High School

Project # 30150401

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

Date: 2/17/2016

Contractor:

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

Architect's Project No:

Contract Date:

Contract Number: 2202

Change Order Number: 004

The Contract is hereby revised by the following items:

| PCO | Item # | Description | Amount |
|---------|--------|--|--------|
| RCO-083 | 001 | Acid waste piping, drain, & clean-out upgrade. | 17,207 |

| | |
|---|---------|
| The original Contract (s) Value was..... | 872,000 |
| Sum of changes by prior Change Orders..... | 18,878 |
| The Contract Value prior to this Change Order was..... | 890,878 |
| The Contract Value will be changed by this Change Order in the amount of..... | 17,207 |
| The new Contract Value including this Change Order will be..... | 908,085 |
| The Contract duration will be changed by..... | 0 days |
| The revised Substantial Completion date as of this Change Order is..... | |

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

FEB 29 2016

MAR 08 2016

OWNER

CONSTRUCTION MANAGER

ARCHITECT

CONTRACTOR

FIELD

OTHER

PCO # 098
88

(Instructions on reverse side)

PROJECT:
(Name and address)

2015 ADDITIONS & ALTERATIONS TO
BURNSVILLE HIGH SCHOOL BP #1
600 EAST HIGHWAY 13
BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.: 2300.008

INITIATION DATE: 02/17/16

TO CONTRACTOR:
(Name and address)

KLAMM MECHANICAL CONTRACTORS, INC.
12409 COUNTY ROAD 11
BURNSVILLE, MINNESOTA 55337

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #2300
Mechanical

CONTRACT DATE: 5/28/2015

The Contract is changed as follows:

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

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ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

| | | |
|---|------|--------------|
| The original (Contract Sum) (Guaranteed Maximum Price) was | \$ | 900,000.00 |
| Net change by previously authorized Change Orders | \$ | 31,216.00 |
| The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was | \$ | 931,216.00 |
| The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order | \$ | 9,918.00 |
| The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be | \$ | 941,134.00 |
| The Contract Time will be (increased) (decreased) (unchanged) by | zero | (-0-) days |
| The date of Substantial Completion as of the date of this Change Order therefore is | | unchanged. |

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

WENCK CONSTRUCTION INC.

CONSTRUCTION MANAGER

7500 Olson Memorial Hwy, Golden Valley, MN 55427

ADDRESS

BY

DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT

ARCHITECT

8501 Golden Valley Road, Ste. 300, Mpls., MN 5

ADDRESS

BY

DATE

KLAMM MECHANICAL CONTRACTORS, INC.

CONTRACTOR

12409 County Road 11, Burnsville, MN 55337

ADDRESS

BY

DATE

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

OWNER

100 River Ridge Court, Burnsville, MN 55337

ADDRESS

BY

DATE



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Change Order

Burnsville High School

Project # 30150401

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

Date: 2/17/2016

Contractor:

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

Architect's Project No:

Contract Date:

Contract Number: 2300

Change Order Number: 008

The Contract is hereby revised by the following items:

| PCO | Item # | Description | Amount |
|---------|--------|--|--------|
| PR-048 | 001 | Provide tailpipe exhaust fan in Annex. | 7,759 |
| RCO-056 | 001 | Replace section of existing sewer line passing through foundation wall scheduled for demolition. | 2,159 |

| | |
|---|---------|
| The original Contract (s) Value was..... | 900,000 |
| Sum of changes by prior Change Orders..... | 31,216 |
| The Contract Value prior to this Change Order was..... | 931,216 |
| The Contract Value will be changed by this Change Order in the amount of..... | 9,918 |
| The new Contract Value including this Change Order will be..... | 941,134 |
| The Contract duration will be changed by..... | 0 days |
| The revised Substantial Completion date as of this Change Order is..... | |

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

FEB 26 2016

MAR 08 2016

(Instructions on reverse side)

OWNER X
 CONSTRUCTION MANAGER X
 ARCHITECT X
 CONTRACTOR X
 FIELD
 OTHER

PCO # 099
90

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

CHANGE ORDER NO.: 0512.003

INITIATION DATE: 02/17/16

TO CONTRACTOR: AMERICAN STRUCTURAL METALS, INC.
 (Name and address) 777 LEHMANN WAY, PO BOX 40
 SOMERSET, WISCONSIN 54025

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #0512
 Structural Steel Supply

CONTRACT DATE: 8/13/2015

The Contract is changed as follows:

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

RECEIVED

MAR 2 2016

ARMSTRONG, TORSETH
 SKOLD & RYDEEN, INC.

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

| | | |
|---|------|--------------|
| The original (Contract Sum) (Contract Maximum Price) was | \$ | 898,900.00 |
| Net change by previously authorized Change Orders | \$ | 340.00 |
| The (Contract Sum) (Contract Maximum Price) prior to this Change Order was | \$ | 899,240.00 |
| The (Contract Sum) (Contract Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order | \$ | 3,245.00 |
| The new (Contract Sum) (Contract Maximum Price) including this Change Order will be | \$ | 902,485.00 |
| The Contract Time will be (Contract Maximum Price) (unchanged) by | zero | (-0-) days |
| The date of Substantial Completion as of the date of this Change Order therefore is | | unchanged. |

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

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS
 BY *[Signature]* DATE 2/29/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS
 BY *[Signature]* DATE 3/4/16

AMERICAN STRUCTURAL METALS, INC.
 CONTRACTOR
 777 Lehmann Way, PO Box 40, Somerset, WI 54025
 ADDRESS
 BY *[Signature]* DATE 2/23/16

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



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Change Order

Burnsville High School

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

Date: 2/17/2016

Contractor:
American Structural Metals, Inc.
777 Lehmann Way
PO Box 40
Somerset, WI 54025

Architect's Project No:
Contract Date:
Contract Number: 0512
Change Order Number: 003

The Contract is hereby revised by the following items:

| PCO | Item # | Description | Amount |
|--------|--------|--|--------|
| PR-026 | 002 | Supply all steel besides Struts per PR 26. | 1,515 |
| PR-032 | 002 | Supply deck support angle at track and roof frame per PR 32. | -920 |
| PR-035 | 004 | Supply additions steel framing and deck per PR 035. | 2,650 |

| | |
|---|---------|
| The original Contract (s) Value was..... | 898,900 |
| Sum of changes by prior Change Orders..... | 340 |
| The Contract Value prior to this Change Order was..... | 899,240 |
| The Contract Value will be changed by this Change Order in the amount of..... | 3,245 |
| The new Contract Value including this Change Order will be..... | 902,485 |
| The Contract duration will be changed by..... | 0 days |
| The revised Substantial Completion date as of this Change Order is..... | |

pm

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

FEB 29 2016
MAR 28 2016

OWNER
CONSTRUCTION MANAGER
ARCHITECT
CONTRACTOR
FIELD
OTHER

PCO # 100
92

(Instructions on reverse side)

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

CHANGE ORDER NO.: 0510.003
INITIATION DATE: 02/17/16
PROJECT NOS.: 301504.01
CONTRACT FOR: Contract #0510
Structural Steel Erection
CONTRACT DATE: 8/13/2015

TO CONTRACTOR: RED CEDAR STEEL ERECTORS, INC.
(Name and address) 4621 DOMAIN DRIVE
MENOMONIE, WISCONSIN 54751

The Contract is changed as follows:

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

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MAR 23 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC

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

| | | |
|---|------|--------------|
| The original (Contract Sum) (Contract Maximum Price) was | \$ | 582,300.00 |
| Net change by previously authorized Change Orders | \$ | 8,737.00 |
| The (Contract Sum) (Contract Maximum Price) prior to this Change Order was | \$ | 591,037.00 |
| The (Contract Sum) (Contract Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order | \$ | 3,693.00 |
| The new (Contract Sum) (Contract Maximum Price) including this Change Order will be | \$ | 594,730.00 |
| The Contract Time will be (increased) (decreased) (unchanged) by | zero | (-0-) days |
| The date of Substantial Completion as of the date of this Change Order therefore is | | unchanged. |

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

WENCK CONSTRUCTION INC.

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

ADDRESS *[Signature]*
BY *[Signature]* DATE 2/29/16

RED CEDAR STEEL ERECTORS, INC.

CONTRACTOR
4621 Domain Drive, Menomonie, WI 54751

ADDRESS *[Signature]*
BY *[Signature]* DATE 2-23-16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT

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

ADDRESS *[Signature]*
BY *[Signature]* DATE 3/24/16

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

OWNER
100 River Ridge Court, Burnsville, MN 55337

ADDRESS
BY
DATE



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



Change Order

Burnsville High School

Project # 30150401

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

Date: 2/17/2016

Contractor:

Red Cedar Steel Erectors, Inc.
4621 Domain Drive
Menomonie, WI 54751

Architect's Project No:

Contract Date:

Contract Number: 0510

Change Order Number: 003

The Contract is hereby revised by the following items:

| PCO | Item # | Description | Amount |
|--------|--------|--|--------|
| PR-026 | 001 | Install 13 HSS Struts per PR 26. | 2,631 |
| PR-032 | 001 | Adding and deleting a number of beams and lintels at net no cost per PR 032. | 0 |
| PR-035 | 001 | Add 2 columns, 1 beam, deck and angle per PR 35. | 1,062 |

| | |
|---|---------|
| The original Contract (s) Value was..... | 582,300 |
| Sum of changes by prior Change Orders..... | 8,737 |
| The Contract Value prior to this Change Order was..... | 591,037 |
| The Contract Value will be changed by this Change Order in the amount of..... | 3,693 |
| The new Contract Value including this Change Order will be..... | 594,730 |
| The Contract duration will be changed by..... | 0 days |
| The revised Substantial Completion date as of this Change Order is..... | |

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

MAR 04 2016

MAR 23 2016

(Instructions on reverse side)

OWNER

CONSTRUCTION MANAGER

ARCHITECT

CONTRACTOR

FIELD

OTHER

PCO # 101
94

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

CHANGE ORDER NO.: 0420.004

INITIATION DATE: 02/17/16

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

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #0420
Masonry

CONTRACT DATE: 8/13/2015

The Contract is changed as follows:

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

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MAR 17 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

| | | |
|---|------|--------------|
| The original (Contract Sum) (Contract Maximum Price) was | \$ | 1,240,000.00 |
| Net change by previously authorized Change Orders | \$ | 29,837.00 |
| The (Contract Sum) (Contract Maximum Price) prior to this Change Order was | \$ | 1,269,837.00 |
| The (Contract Sum) (Contract Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order | \$ | 2,598.00 |
| The new (Contract Sum) (Contract Maximum Price) including this Change Order will be ... | \$ | 1,272,435.00 |
| The Contract Time will be (increased) (decreased) (unchanged) by | zero | (-0-) days |
| The date of Substantial Completion as of the date of this Change Order therefore is | | unchanged. |

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

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS
 BY *Todd Deen* DATE 3/15/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS
 BY *W. J. Hump* DATE 3/22/16

CROSSTOWN MASONRY, INC.
 CONTRACTOR
 1322 159th Avenue NE, Ham Lake, MN 55304
 ADDRESS
 BY *Jimmy Braasted* DATE 3/2/16

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



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Change Order

Burnsville High School

Project # 30150401

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

Date: 2/17/2016

Contractor:

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

Architect's Project No:

Contract Date:

Contract Number: 0420

Change Order Number: 004

The Contract is hereby revised by the following items:

| PCO | Item # | Description | Amount |
|--------|--------|---|--------|
| PR-032 | 004 | Elevator shaft changes, change in block size, and new door per PR 32. | 702 |
| PR-035 | 003 | Masonry piers at area 11 elevators per PR 35. | 1,896 |

| | |
|---|-----------|
| The original Contract (s) Value was..... | 1,240,000 |
| Sum of changes by prior Change Orders..... | 29,837 |
| The Contract Value prior to this Change Order was..... | 1,269,837 |
| The Contract Value will be changed by this Change Order in the amount of..... | 2,598 |
| The new Contract Value including this Change Order will be..... | 1,272,435 |
| The Contract duration will be changed by..... | 0 days |
| The revised Substantial Completion date as of this Change Order is..... | |

DM

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

MAR 07 2016

MAR 23 2016

(Instructions on reverse side)

OWNER

CONSTRUCTION MANAGER

ARCHITECT

CONTRACTOR

FIELD

OTHER

PCO # 102

96

PROJECT: 2015 ADDITIONS & ALTERATIONS TO
 (Name and address) BURNSVILLE HIGH SCHOOL BP #2
 600 EAST HIGHWAY 13
 BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.: 0345.002

INITIATION DATE: 02/17/16

TO CONTRACTOR: WELLS CONCRETE PRODUCTS COMPANY
 (Name and address) 835 HIGHWAY 109 NE
 PO BOX 308
 WELLS, MINNESOTA 56097-0308

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #0345
 Precast Concrete Wall
 Panels

CONTRACT DATE: 6/25/2015

The Contract is changed as follows:

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

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MAR 17 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

| | | |
|---|------|--------------|
| The original (Contract Sum) (Contract Maximum Price) was | \$ | 2,615,000.00 |
| Net change by previously authorized Change Orders | \$ | (120,000.00) |
| The (Contract Sum) (Contract Maximum Price) prior to this Change Order was | \$ | 2,495,000.00 |
| The (Contract Sum) (Contract Maximum Price) will be (increased) (decreased) (<u>unchanged</u>) by this Change Order | \$ | 10,800.00 |
| The new (Contract Sum) (Contract Maximum Price) including this Change Order will be | \$ | 2,505,800.00 |
| The Contract Time will be (increased) (decreased) (<u>unchanged</u>) by | zero | (-0-) days |
| The date of Substantial Completion as of the date of this Change Order therefore is | | unchanged. |

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

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS
 BY *[Signature]* DATE 3/15/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS
 BY *[Signature]* DATE 3/22/16

WELLS CONCRETE PRODUCTS COMPANY
 CONTRACTOR
 835 Highway 109 NE, Wells, MN 56097
 ADDRESS
 BY *[Signature]* DATE 3-19-16

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



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



Change Order

Burnsville High School

Project # 30150401

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

Date: 2/17/2016

Contractor:

Wells Concrete Products, Inc.
835 Highway 109 NE,
PO Box 308
Wells, MN 56097

Architect's Project No:

Contract Date:

Contract Number: 0345

Change Order Number: 002

The Contract is hereby revised by the following items:

| PCO | Item # | Description | Amount |
|---------|--------|--|--------|
| RCO-091 | 001 | Add 54 embed plates for sunshade installation per coordination between BP4 and BP2 | 10,800 |

| | |
|---|-----------|
| The original Contract (s) Value was..... | 2,615,000 |
| Sum of changes by prior Change Orders..... | -120,000 |
| The Contract Value prior to this Change Order was..... | 2,495,000 |
| The Contract Value will be changed by this Change Order in the amount of..... | 10,800 |
| The new Contract Value including this Change Order will be..... | 2,505,800 |
| The Contract duration will be changed by..... | 0 days |
| The revised Substantial Completion date as of this Change Order is..... | |

Ph

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

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FEB 29 2016

MAR 08 2016

OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PCO # 103
98

(Instructions on reverse side)

PROJECT: 2015 ADDITIONS & ALTERATIONS TO BURNSVILLE HIGH SCHOOL BP #3
 (Name and address) 600 EAST HIGHWAY 13 BURNSVILLE, MINNESOTA 55337
 TO CONTRACTOR: NORTHLAND CONCRETE & MASONRY COMPANY, LLC
 (Name and address) 12026 RIVERWOOD DRIVE BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.: 0330.007
 INITIATION DATE: 02/17/16
 PROJECT NOS.: 301504.01
 CONTRACT FOR: Contract #0330
 Cast In Place Concrete
 CONTRACT DATE: 8/13/2015

The Contract is changed as follows:

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

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MAR 2 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

| | | |
|--|------|--------------|
| The original (Contract Sum) (Contract Sum) was | \$ | 2,617,189.00 |
| Net change by previously authorized Change Orders | \$ | 83,056.00 |
| The (Contract Sum) (Contract Sum) prior to this Change Order was | \$ | 2,700,245.00 |
| The (Contract Sum) (Contract Sum) will be (increased) (increased) (unchanged) by this Change Order | \$ | 8,531.00 |
| The new (Contract Sum) (Contract Sum) (Price) including this Change Order will be | \$ | 2,708,776.00 |
| The Contract Time will be (increased) (unchanged) by | zero | (-0-) days |
| The date of Substantial Completion as of the date of this Change Order therefore is | | unchanged. |

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

WENCK CONSTRUCTION INC.

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

ADDRESS *Todd Duen* *2/29/16*

BY _____ DATE

NORTHLAND CONCRETE & MASONRY COMPANY, LLC

CONTRACTOR
12026 Riverwood Drive, Burnsville, MN 55337

ADDRESS *PKD* *2/24/16*

BY _____ DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT

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

ADDRESS *W J J* *3/4/16*

BY _____ DATE

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

OWNER
100 River Ridge Court, Burnsville, MN 55337

ADDRESS _____

BY _____ DATE



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Change Order

Burnsville High School

Project # 30150401

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

Date: 2/17/2016

Contractor:

Northland Concrete and Masonry Company, LLC
12026 Riverwood Drive
Burnsville, MN 55337

Architect's Project No:

Contract Date:

Contract Number: 0330

Change Order Number: 007

The Contract is hereby revised by the following items:

| PCO | Item # | Description | Amount |
|--------|--------|---|--------|
| PR-032 | 003 | Toilet building and elevator shaft changes per PR 32. | 1,755 |
| PR-047 | 002 | Add jack hole to elevator pit and other concrete work per PR 047. | 6,776 |

| | |
|---|-----------|
| The original Contract (s) Value was..... | 2,617,189 |
| Sum of changes by prior Change Orders..... | 83,056 |
| The Contract Value prior to this Change Order was..... | 2,700,245 |
| The Contract Value will be changed by this Change Order in the amount of..... | 8,531 |
| The new Contract Value including this Change Order will be..... | 2,708,776 |
| The Contract duration will be changed by..... | 0 days |
| The revised Substantial Completion date as of this Change Order is..... | |

DM

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

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FEB 26 2016

MAR 08 2016

(Instructions on reverse side)

OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PCO # 104
100

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

TO CONTRACTOR: NORTHLAND CONCRETE & MASONRY COMPANY, LLC
 (Name and address) 12026 RIVERWOOD DRIVE BURNSVILLE, MINNESOTA 55337

CHANGE ORDER NO.: 0330.008
 INITIATION DATE: 02/18/16
 PROJECT NOS.: 301504.01
 CONTRACT FOR: Contract #0330
 Cast In Place Concrete
 CONTRACT DATE: 8/13/2015

The Contract is changed as follows:

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

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MAR 2 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

| | | |
|---|------|--------------|
| The original (Contract Sum) (Guaranteed Maximum Price) was | \$ | 2,617,189.00 |
| Net change by previously authorized Change Orders | \$ | 91,587.00 |
| The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was | \$ | 2,708,776.00 |
| The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order | \$ | 48,833.00 |
| The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be ... | \$ | 2,757,609.00 |
| The Contract Time will be (increased) (decreased) (unchanged) by | zero | (-0-) days |
| The date of Substantial Completion as of the date of this Change Order therefore is | | unchanged. |

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

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS
 BY *Todd Deam* DATE 2/29/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS
 BY *W J J* DATE 3/4/16

NORTHLAND CONCRETE & MASONRY COMPANY, LLC
 CONTRACTOR
 12026 Riverwood Drive, Burnsville, MN 55337
 ADDRESS
 BY *NT* DATE 2/24/16

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



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Change Order

Burnsville High School

Project # 30150401

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

Date: 2/18/2016

Contractor:

Northland Concrete and Masonry Company, LLC
 12026 Riverwood Drive
 Burnsville, MN 55337

Architect's Project No:

Contract Date:

Contract Number: 0330

Change Order Number: 008

The Contract is hereby revised by the following items:

| PCO | Item # | Description | Amount |
|---------|--------|--|--------|
| RCO-065 | 001 | Overtime work for Footings & Foundations through 2-13-16. | 7,594 |
| RCO-086 | 001 | Concrete heat and cover for winter conditions through 2-13-16. | 41,239 |

| | |
|---|-----------|
| The original Contract (s) Value was..... | 2,617,189 |
| Sum of changes by prior Change Orders..... | 91,587 |
| The Contract Value prior to this Change Order was..... | 2,708,776 |
| The Contract Value will be changed by this Change Order in the amount of..... | 48,833 |
| The new Contract Value including this Change Order will be..... | 2,757,609 |
| The Contract duration will be changed by..... | 0 days |
| The revised Substantial Completion date as of this Change Order is..... | |

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

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FEB 26 2016
MAR 28 2016

| | | |
|----------------------|-------------------------------------|-----------|
| OWNER | <input checked="" type="checkbox"/> | PCO # 105 |
| CONSTRUCTION MANAGER | <input checked="" type="checkbox"/> | 102 |
| ARCHITECT | <input checked="" type="checkbox"/> | |
| CONTRACTOR | <input checked="" type="checkbox"/> | |
| FIELD | <input type="checkbox"/> | |
| OTHER | <input type="checkbox"/> | |

(Instructions on reverse side)

| | | | |
|---|---|-------------------|--|
| PROJECT: <i>(Name and address)</i> | 2015 ADDITIONS & ALTERATIONS TO BURNSVILLE HIGH SCHOOL BP #4 600 EAST HIGHWAY 13 BURNSVILLE, MINNESOTA 55337 | CHANGE ORDER NO.: | 2601.005 |
| TO CONTRACTOR: <i>(Name and address)</i> | PEOPLES ELECTRIC CO., INC. 277 FILLMORE AVENUE ST. PAUL, MINNESOTA 55107 | INITIATION DATE: | 02/18/16 |
| | | PROJECT NOS.: | 301504.01 |
| | | CONTRACT FOR: | Contract #2601 Electrical/Communications Security/Paging |
| | | CONTRACT DATE: | 10/22/2015 |

The Contract is changed as follows:

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

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ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

| | | |
|--|------|--------------|
| The original (Contract Sum) (Guaranteed Maximum Price) was | \$ | 3,558,650.00 |
| Net change by previously authorized Change Orders | \$ | 100,829.00 |
| The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was | \$ | 3,659,479.00 |
| The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order | \$ | (2,698.00) |
| The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be | \$ | 3,656,781.00 |
| The Contract Time will be (increased) (decreased) (unchanged) by | zero | (-0-) days |
| The date of Substantial Completion as of the date of this Change Order therefore is | | unchanged. |

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

WENCK CONSTRUCTION INC.
CONSTRUCTION MANAGER
7500 Olson Memorial Hwy, Golden Valley, MN 55427
ADDRESS
BY *[Signature]* DATE 2/29/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT
ARCHITECT
8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
ADDRESS
BY *[Signature]* DATE 3/24/16

PEOPLES ELECTRIC CO., INC.
CONTRACTOR
277 East Fillmore Avenue, St. Paul, MN 55107
ADDRESS
BY *[Signature]* DATE 2/24/16

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



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Change Order

Burnsville High School

Project # 30150401

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

Date: 2/18/2016

Contractor:

Peoples Electric Company, Inc.
277 East Fillmore Avenue
St. Paul, MN 55107

Architect's Project No:

Contract Date:

Contract Number: 2601

Change Order Number: 005

The Contract is hereby revised by the following items:

| PCO | Item # | Description | Amount |
|---------|--------|--|--------|
| RCO-073 | 001 | Credit to feed new ticket booth from old feeder. | -2,698 |

| | |
|---|-----------|
| The original Contract (s) Value was..... | 3,558,650 |
| Sum of changes by prior Change Orders..... | 100,829 |
| The Contract Value prior to this Change Order was..... | 3,659,479 |
| The Contract Value will be changed by this Change Order in the amount of..... | -2,698 |
| The new Contract Value including this Change Order will be..... | 3,656,781 |
| The Contract duration will be changed by..... | 0 days |
| The revised Substantial Completion date as of this Change Order is..... | |

DM

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

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FEB 29 2016

MAR 08 2016

(Instructions on reverse side)

OWNER

CONSTRUCTION MANAGER

ARCHITECT

CONTRACTOR

FIELD

OTHER

PCO # 106
104

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

TO CONTRACTOR: MAX STEININGER, INC.
(Name and address) 3080 LEXINGTON AVENUE SOUTH
EAGAN, MINNESOTA 55121

CHANGE ORDER NO.: 3100.005
INITIATION DATE: 02/18/16
PROJECT NOS.: 301504.01
CONTRACT FOR: Contract #3100
Earthwork Site Demo
CONTRACT DATE: 8/13/2015

The Contract is changed as follows:

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

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ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

| | | |
|---|------|--------------|
| The original (Contract Sum) (Contract Maximum Price) was | \$ | 1,071,000.00 |
| Net change by previously authorized Change Orders | \$ | 23,384.00 |
| The (Contract Sum) (Contract Maximum Price) prior to this Change Order was | \$ | 1,094,384.00 |
| The (Contract Sum) (Contract Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order | \$ | 34,507.00 |
| The new (Contract Sum) (Contract Maximum Price) including this Change Order will be ... | \$ | 1,128,891.00 |
| The Contract Time will be (increased) (decreased) (unchanged) by | zero | (-0-) days |
| The date of Substantial Completion as of the date of this Change Order therefore is | | unchanged. |

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

WENCK CONSTRUCTION INC.

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

ADDRESS *[Signature]*
BY *[Signature]* DATE 2/29/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT

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

ADDRESS *[Signature]*
BY *[Signature]* DATE 3/4/16

MAX STEININGER, INC.

CONTRACTOR
3080 Lexington Avenue South, Eagan, MN 55121

ADDRESS *[Signature]*
BY *[Signature]* DATE 2-24-16

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

OWNER
100 River Ridge Court, Burnsville, MN 55337

ADDRESS
BY
DATE



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



Change Order

Burnsville High School

Project # 30150401

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

Date: 2/18/2016

Contractor:

Max Steininger, Inc.
3080 Lexington Avenue South
Eagan, MN 55121

Architect's Project No:

Contract Date:

Contract Number: 3100

Change Order Number: 005

The Contract is hereby revised by the following items:

| PCO | Item # | Description | Amount |
|---------|--------|--|--------|
| RCO-081 | 001 | Earthwork Winter Conditions through 1-16-16. | 5,303 |
| RCO-081 | 002 | Earthwork winter conditions through 1-23-16. | 5,520 |
| RCO-081 | 003 | Earthwork winter conditions through 1-30-16. | 6,554 |
| RCO-081 | 004 | Earthwork winter conditions through 2-6-16. | 9,108 |
| RCO-081 | 005 | Earthwork Winter Conditions through 2-13-16. | 8,022 |

| | |
|---|-----------|
| The original Contract (s) Value was..... | 1,071,000 |
| Sum of changes by prior Change Orders..... | 23,384 |
| The Contract Value prior to this Change Order was..... | 1,094,384 |
| The Contract Value will be changed by this Change Order in the amount of..... | 34,507 |
| The new Contract Value including this Change Order will be..... | 1,128,891 |
| The Contract duration will be changed by..... | 0 days |
| The revised Substantial Completion date as of this Change Order is..... | |

DM

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

FEB 29 2016

MAR 08 2016

(Instructions on reverse side)

OWNER

CONSTRUCTION MANAGER

ARCHITECT

CONTRACTOR

FIELD

OTHER

PCO # 107
106

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

CHANGE ORDER NO.: 0930.001

INITIATION DATE: 02/19/16

TO CONTRACTOR: MCI INC D/B/A MULTIPLE CONCEPTS INTERIORS
(Name and address) 26 1ST AVENUE NORTH
WITE PARK, MINNESOTA 50387

PROJECT NOS.: 301504.01

CONTRACT FOR: Contract #0930
Tile

CONTRACT DATE: 11/5/2015

The Contract is changed as follows:

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

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ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

| | | |
|--|------|--------------|
| The original (Contract Sum) (Contract Maximum Price) was | \$ | 1,324,000.00 |
| Net change by previously authorized Change Orders | \$ | 0.00 |
| The (Contract Sum) (Contract Maximum Price) prior to this Change Order was | \$ | 1,324,000.00 |
| The (Contract Sum) (Contract Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order | \$ | (45,125.00) |
| The new (Contract Sum) (Contract Maximum Price) including this Change Order will be | \$ | 1,278,875.00 |
| The Contract Time will be (increased) (decreased) (unchanged) by | zero | (-0-) days |
| The date of Substantial Completion as of the date of this Change Order therefore is | | unchanged. |

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

WENCK CONSTRUCTION INC.

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

ADDRESS add Jan 2/29/16
BY _____ DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT

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

ADDRESS W Jrup 3/4/16
BY _____ DATE

MCI INC D/B/A MULTIPLE CONCEPTS INTERIORS

CONTRACTOR
26 1st Avenue North, Waite Park, MN 56387

ADDRESS 2-26-16
BY _____ DATE

BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS

OWNER
100 River Ridge Court, Burnsville, MN 55337

ADDRESS _____
BY _____ DATE



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Change Order

Burnsville High School

Project # 30150401

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

Date: 2/19/2016

Contractor:

MCI, Inc.
26 1st Avenue North
Waite Park, MN 56387

Architect's Project No:

Contract Date:

Contract Number: 0930

Change Order Number: 001

The Contract is hereby revised by the following items:

| PCO | Item # | Description | Amount |
|--------|--------|-----------------------------|---------|
| PR-058 | 001 | PCT-1 Tile Product Revision | -45,125 |

| | |
|---|-----------|
| The original Contract (s) Value was..... | 1,324,000 |
| Sum of changes by prior Change Orders..... | 0 |
| The Contract Value prior to this Change Order was..... | 1,324,000 |
| The Contract Value will be changed by this Change Order in the amount of..... | -45,125 |
| The new Contract Value including this Change Order will be..... | 1,278,875 |
| The Contract duration will be changed by..... | 0 days |
| The revised Substantial Completion date as of this Change Order is..... | |

Am

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

MAR 21 2016

MAR 28 2016

| | | | |
|----------------------|-------------------------------------|-------|-----|
| OWNER | <input checked="" type="checkbox"/> | PCO # | 108 |
| CONSTRUCTION MANAGER | <input checked="" type="checkbox"/> | | 108 |
| ARCHITECT | <input checked="" type="checkbox"/> | | |
| CONTRACTOR | <input checked="" type="checkbox"/> | | |
| FIELD | <input type="checkbox"/> | | |
| OTHER | <input type="checkbox"/> | | |

(Instructions on reverse side)

| | | | |
|---|---|-------------------|--------------------------------------|
| PROJECT: <i>(Name and address)</i> | 2015 ADDITIONS & ALTERATIONS TO BURNSVILLE HIGH SCHOOL BP #4 600 EAST HIGHWAY 13 BURNSVILLE, MINNESOTA 55337 | CHANGE ORDER NO.: | 2200.002 |
| TO CONTRACTOR: <i>(Name and address)</i> | EL-JAY PLUMBING & HEATING, INC. 520 APOLLO AVENUE NE ST. CLOUD, MINNESOTA 56304 | INITIATION DATE: | 03/01/16 |
| | | PROJECT NOS.: | 301504.01 |
| | | CONTRACT FOR: | Contract #2200 Plumbing & Heating |
| | | CONTRACT DATE: | 10/22/2015 |

The Contract is changed as follows:

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

RECEIVED

MAR 23 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

| | | |
|---|------|--------------|
| The original (Contract Sum) (Guaranteed Maximum Price) was | \$ | 3,269,000.00 |
| Net change by previously authorized Change Orders | \$ | (26,799.00) |
| The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was | \$ | 3,242,201.00 |
| The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order | \$ | 65,482.00 |
| The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be ... | \$ | 3,307,683.00 |
| The Contract Time will be (increased) (decreased) (unchanged) by | zero | (-0-) days |
| The date of Substantial Completion as of the date of this Change Order therefore is | | unchanged. |

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

WENCK CONSTRUCTION INC.
CONSTRUCTION MANAGER
7500 Olson Memorial Hwy, Golden Valley, MN 55427
ADDRESS
BY *[Signature]* DATE 3/24/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECT
ARCHITECT
8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
ADDRESS
BY *[Signature]* DATE 3/24/16

EL-JAY PLUMBING & HEATING, INC.
CONTRACTOR
520 Apollo Avenue NE, St. Cloud, MN 56304
ADDRESS
BY *[Signature]* DATE 3-17-2016

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



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



Change Order

Burnsville High School

Project # 30150401

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

Date: 3/1/2016

Contractor:

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

Architect's Project No:

Contract Date:

Contract Number: 2200

Change Order Number: 002

The Contract is hereby revised by the following items:

| PCO | Item # | Description | Amount |
|--------|--------|---|--------|
| PR-060 | 001 | Add chilled water piping in Areas 2 and 3 per PR 060. | 65,482 |

| | |
|---|-----------|
| The original Contract (s) Value was..... | 3,269,000 |
| Sum of changes by prior Change Orders..... | -26,799 |
| The Contract Value prior to this Change Order was..... | 3,242,201 |
| The Contract Value will be changed by this Change Order in the amount of..... | 65,482 |
| The new Contract Value including this Change Order will be..... | 3,307,683 |
| The Contract duration will be changed by..... | 0 days |
| The revised Substantial Completion date as of this Change Order is..... | |

BHS Budget Report with Change Orders

| Information | Company | Wenck Estimates | Awarded Bid | Change Orders To Date | Percent of Change | Numer of Change Orders | Contract Amount With Change Orders | Percent of Completion |
|---|------------------------------------|-----------------------|-----------------------|-----------------------|-------------------|------------------------|------------------------------------|-----------------------|
| Bid Pack #1 | | | | | | | | |
| Contract #0600 General Construction Shop Annex | Ebert Construction | \$919,600.00 | \$671,900.00 | \$95,924.00 | 14.28% | 16 | \$767,824.00 | 91.51% |
| Contract #2300 Mechanical | Klamm Mechanical | \$647,800.00 | \$900,000.00 | \$41,134.00 | 4.57% | 8 | \$941,134.00 | 78.07% |
| Contract #2600 Electrical | Peoples Electric | \$293,600.00 | \$566,500.00 | \$81,004.00 | 14.30% | 15 | \$647,504.00 | 93.94% |
| Contract #3110 Site Demolition and Improvements | Max Steining Inc. | \$775,285.10 | \$530,000.00 | \$330,107.00 | 62.28% | 7 | \$860,107.00 | 80.42% |
| Contract #3300 Site Utility Relocation | Veit & Co. | \$243,170.00 | \$410,000.00 | \$115,109.00 | 28.08% | 5 | \$525,109.00 | 95.00% |
| Contract #0240 Building Demolition | Veit & Co. | \$366,047.14 | \$71,039.00 | \$30,496.00 | 42.93% | 5 | \$101,535.00 | 100.00% |
| | | <u>\$3,245,502.24</u> | <u>\$3,149,439.00</u> | <u>\$693,774.00</u> | | | <u>\$3,843,213.00</u> | |
| Bid Pack #2 | | | | | | | | |
| Contract #0345 Precast Concrete Wall Panels | Wells Concrete | \$2,403,594.00 | \$2,615,000.00 | (\$109,200.00) | -4.18% | 2 | \$2,505,800.00 | 73.32% |
| | | <u>\$2,403,594.00</u> | <u>\$2,615,000.00</u> | <u>(\$109,200.00)</u> | | | <u>\$2,505,800.00</u> | |
| Bid Pack #3 | | | | | | | | |
| Contract #0420 Masonry | Crosstown Masonry Incorporated | \$1,305,616.00 | \$1,240,000.00 | \$32,435.00 | 2.62% | 4 | \$1,272,435.00 | 24.73% |
| Contract #3301 Site Utilities | Metro Utilities, Inc. | \$181,880.00 | \$288,750.00 | \$20,821.00 | 7.21% | 2 | \$309,571.00 | 22.83% |
| Contract #3290 Landscaping/Irrigation Systems | Urban Companies, LLC | \$305,275.00 | \$240,069.00 | \$5,740.00 | 2.39% | 2 | \$245,809.00 | 16.05% |
| Contract #3210 Asphalt Paving/Curbs | Midwest Asphalt Corporation | \$1,244,655.00 | \$921,900.00 | \$7,055.00 | 0.77% | 3 | \$928,955.00 | 12.49% |
| Contract #3100 Earthwork/Site Demolition | Max Steining Inc. | \$1,179,458.00 | \$1,071,000.00 | \$57,891.00 | 5.41% | 5 | \$1,128,891.00 | 43.07% |
| Contract #2202 Mechanical | Klamm Mechanical | \$551,250.00 | \$872,000.00 | \$36,085.00 | 4.14% | 4 | \$908,085.00 | 15.77% |
| Contract #0510 Structural Steel Erection | Red Cedar Steel Erectors, Inc. | \$599,057.00 | \$582,300.00 | \$12,430.00 | 2.13% | 3 | \$594,730.00 | 18.53% |
| Contract #0340 Structural Precast Concrete | Wells Concrete | \$1,013,719.00 | \$933,340.00 | \$0.00 | 0.00% | 0 | \$933,340.00 | 73.63% |
| Contract #0330 Cast-In-Place Concrete | Northland Concrete & Masonry, LLC | \$2,739,043.00 | \$2,617,189.00 | \$140,420.00 | 5.37% | 8 | \$2,757,609.00 | 42.22% |
| Contract #0241 Building Demolition | Lloyd's Construction Services Inc. | \$146,221.00 | \$285,155.00 | \$0.00 | 0.00% | 0 | \$285,155.00 | 90.25% |
| Contract #0512 Structural Steel Supply | American Structural Metals, Inc. | \$788,856.00 | \$898,900.00 | \$3,585.00 | 0.40% | 3 | \$902,485.00 | 33.39% |

| Information | Company | Wenck Estimates | Awarded Bid | Change Orders To Date | Percent of Change | Numer of Change Orders | Contract Amount With Change Orders | Percent of Completion |
|--|--|------------------------|-----------------------|-----------------------|-------------------|------------------------|------------------------------------|-----------------------|
| | | <u>\$10,055,030.00</u> | <u>\$9,950,603.00</u> | <u>\$316,462.00</u> | | | <u>\$10,267,065.00</u> | 111 |
| Bid Pack #4 | | | | | | | | |
| Contract #0790 Caulking/Firestopping/Traffic Coatings | The Caulkers Company, Inc. | \$96,495.00 | \$86,900.00 | \$0.00 | 0.00% | 0 | \$86,900.00 | 0.00% |
| Contract #0335 Polished Concrete Floors | Questmark Flooring | \$33,633.60 | \$15,969.00 | \$0.00 | 0.00% | 0 | \$15,969.00 | 0.00% |
| Contract #0511 Miscellaneous Metals - Erection | Red Cedar Steel Erectors, Inc. | \$58,387.35 | \$126,500.00 | \$0.00 | 0.00% | 0 | \$126,500.00 | 0.00% |
| Contract #0550 Miscellaneous Metals Fabrication- Supply | American Structural Metals, Inc. | \$411,285.00 | \$802,450.00 | \$0.00 | 0.00% | 0 | \$802,450.00 | 0.00% |
| Contract #0990 Painting | Fransen Decorating, Inc. | \$401,378.25 | \$230,305.00 | \$0.00 | 0.00% | 0 | \$230,305.00 | 0.00% |
| Owner Direct - Architectural Purchase | Haldeman-Homme Inc. | \$1,636,582.50 | \$1,084,781.00 | (\$31,198.00) | -2.88% | 4 | \$1,053,583.00 | 4.21% |
| Contract #2601 Electrical/Communications/Security/Paging | Peoples Electric | \$3,736,950.00 | \$3,558,650.00 | \$98,131.00 | 2.76% | 5 | \$3,656,781.00 | 8.09% |
| Contract #2305 Testing and Balancing | Marcus Global, Inc. | \$71,299.20 | \$67,800.00 | \$0.00 | 0.00% | 0 | \$67,800.00 | 0.00% |
| Contract #2302 HVAC/Temperature Controls | Thelen Heating & Roofing, Inc. | \$3,479,700.00 | \$2,751,800.00 | \$852.00 | 0.03% | 1 | \$2,752,652.00 | 2.96% |
| Contract #2200 Plumbing and Heating | El-Jay Plumbing & Heating, Inc. | \$3,709,440.00 | \$3,269,000.00 | \$38,683.00 | 1.18% | 2 | \$3,307,683.00 | 7.49% |
| Contract #2100 Fire Protection | Total Fire Protection, Inc. | \$427,798.35 | \$418,890.00 | \$0.00 | 0.00% | 0 | \$418,890.00 | 5.87% |
| Contract #1440 Wheelchair Lift | DRN Enterprises, d.b.a Arrow Lift | \$15,750.00 | \$26,989.00 | \$0.00 | 0.00% | 0 | \$26,989.00 | 28.50% |
| Contract #1420 Elevators | ThyssenKrupp Elevator Americas | \$189,000.00 | \$200,047.00 | \$0.00 | 0.00% | 0 | \$200,047.00 | 0.00% |
| Contract #1140 Food Service Equipment | Advanced Contract Equipment and Design | \$15,750.00 | \$18,381.00 | \$0.00 | 0.00% | 0 | \$18,381.00 | 0.00% |
| Contract #0610 Selective Demolition/Carpentry | George F. Cook Construction Co. | \$1,521,190.65 | \$1,443,000.00 | \$0.00 | 0.00% | 0 | \$1,443,000.00 | 1.29% |
| Contract #1022 Folding Panel Partitions | W.L. Hall Company | \$61,425.00 | \$52,904.00 | \$0.00 | 0.00% | 0 | \$52,904.00 | 1.03% |
| Contract #0750 Roofing and Metal Panels | Palmer West Construction Company, Inc. | \$2,206,743.00 | \$1,603,200.00 | \$0.00 | 0.00% | 0 | \$1,603,200.00 | 10.47% |
| Contract #0966 Epoxy Terrazzo Flooring | Advance Terrazzo Flooring | \$612,417.75 | \$508,000.00 | \$14,900.00 | 2.93% | 1 | \$522,900.00 | 0.00% |
| Contract #0965 Resilient Flooring/Carpet | Floors by Becker, Inc. | \$368,131.05 | \$431,132.00 | \$0.00 | 0.00% | 0 | \$431,132.00 | 0.00% |
| Contract #0950 Acoustical Ceilings | Kirk Acoustics | \$383,939.85 | \$300,280.00 | \$0.00 | 0.00% | 0 | \$300,280.00 | 0.00% |
| Contract #0930 Tile | Multiple Concepts Interiors, Inc. | \$886,415.25 | \$1,324,000.00 | (\$45,125.00) | -3.41% | 1 | \$1,278,875.00 | 0.00% |

| Information | Company | Wenck Estimates | Awarded Bid | Change Orders To Date | Percent of Change | Numer of Change Orders | Contract Amount With Change Orders | Percent of Completion |
|---|--------------------------------|-------------------------------|-------------------------------|----------------------------|-------------------|------------------------|------------------------------------|-----------------------|
| Contract #0920 Drywall/Cold Formed Metal Framing/DEF | Commercial Drywall, Inc. | \$1,222,033.05 | \$609,850.00 | \$0.00 | 0.00% | 0 | \$609,850.00 | 7.24% |
| Contract #0840 Aluminum Entrances I Storefronts I Curta | Envision Glass, Inc. | \$1,668,936.15 | \$1,276,534.00 | \$0.00 | 0.00% | 0 | \$1,276,534.00 | 14.87% |
| Contract #0833 Coiling/Overhead Doors | Overhead Door of the Northland | \$76,125.00 | \$73,689.00 | \$0.00 | 0.00% | 0 | \$73,689.00 | 0.00% |
| Contract #0810 Doors/Frames/Hardware - Supply | Kendell Doors & Hardware, Inc. | \$445,068.75 | \$409,848.00 | \$0.00 | 0.00% | 0 | \$409,848.00 | 2.92% |
| Owner Direct - Chiller Plant Purchase | Train Co. | \$1,470,000.00 | \$1,296,580.00 | \$0.00 | 0.00% | 0 | \$1,296,580.00 | 0.00% |
| Contract #1044 Signage | Walker Sign Holdings, Inc. | \$47,250.00 | \$32,425.00 | \$0.00 | 0.00% | 0 | \$32,425.00 | 0.00% |
| | | <u>\$25,253,124.75</u> | <u>\$22,019,904.00</u> | <u>\$76,243.00</u> | | | <u>\$22,096,147.00</u> | |
| | Grand Totals | <u>\$40,957,250.99</u> | <u>\$37,734,946.00</u> | <u>\$977,279.00</u> | 2.59% | | <u>\$38,712,225.00</u> | |
| | | | | | | | <u>\$41,716,739.00</u> | |

REVIEW AND COMMENT CONSTRUCTION BUDGET WITH ALTERNATIVE FACILITIES FUNDING



**Agenda III.A.
April 14, 2016**

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

From: Jennifer Waller, Teacher at Burnsville High School

Date: March 4, 2016

Re: Report on #BurnsvilleStrong

Receive a report from Jennifer Waller, teacher at Burnsville High School on #BurnsvilleStrong.

#BurnsvilleStrong

Inspire...Support...Unite



Leadership Team



Vision One91 Team



Positive Outreach



Mentor Team





Agenda III.B.

To: Members, Board of Education
From: Stacey Sovine, Executive Director of Human Resources
Date: April 14, 2016
Re: Approve Premiums and Rates for Employee Benefits

RECOMMENDATION: That the Board of Education approves The Hartford as the provider for LTD and Life insurance and the FY17 premiums and rates for employee benefits.

Below are the premiums/rates for the respective employee benefits for our July 1, 2016 through June 30, 2017 plan years.

Health Self Insured Employee Benefit:

Family coverage, Annual premium of \$22,349.04 and a \$2,000 HRA contribution for a monthly premium of \$2,029.08

Single coverage, Annual premium of \$8,713.56 and a \$1,000 HRA contribution for a monthly premium of \$809.46

Dental Self Insured Employee Benefit with Delta Dental:

Family coverage full monthly premium of \$89.42

Single coverage full monthly premium of \$34.24

Group Life Insurance with The Hartford:

Rates decrease by .058 to \$0.086 per \$1,000 effective July 1, 2016

Long Term Disability Insurance with The Hartford:

Rates decrease by .00052 to .00418 per \$1,000 effective July 1, 2016

Employer and Employee portion of above premiums and rates are dependent upon contract language covering employee's employment with the district.

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BURNSVILLE EAGAN SAVAGE
Independent School District 191
Human Resources

AGENDA ITEM: III.C.

To: Members of the Board of Education
Superintendent Joseph Gothard

From: Stacey Sovine
Executive Director of Human Resources

Date: April 14, 2016

RE: **Collective Bargaining Agreement with the Information Technology Specialists**

RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE REVISIONS AND READOPT THE UNCHANGED LANGUAGE IN THE 2015-2017 MASTER AGREEMENT WITH THE INFORMATION TECHNOLOGY SPECIALISTS

The District reached a tentative agreement on a new two-year contract with the Information Technology Specialists on March 30, 2016. There are 10 members currently within the unit. The union was represented by Union Steward, Bob Weiler and Alec Whipple. The district was represented by Tiffany Weiler and Stacey Sovine. During the collective bargaining process, 10 language items were on the table for discussion. IT ratified the agreement early April.

The major language items agreed upon in the tentative agreement include:

- A wellness/attendance incentive was added.
- Modified language around health care coverage to align with language being adopted in other agreements.
- Aligning terms throughout the language
- Steps both years.

Economic terms agreed to include:

- 2% increase each year on career increment steps
- 2 year increased cost \$52,000.
- MSBA 2 year package increase is 5.10%

MASTER AGREEMENT

**BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT 191
BURNSVILLE, MINNESOTA**

and

INFORMATION TECHNOLOGY SPECIALISTS

July 1, ~~2013~~ 2015 – June 30, ~~2015~~ 2017

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 Information Technology Specialists Employees
 2013-2015 2015-2017

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ARTICLE I
PURPOSE

Section 1. Parties: THIS AGREEMENT, entered into between the School Board of Independent School District 191, Burnsville, Minnesota, hereinafter called the Employer, and the Information Technology Specialists, hereinafter called the Union, pursuant to and in compliance with the Public Employment Relations Act of 1971, provides the terms and conditions of employment for Information Technology Specialists during the duration of this Agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

- Section 1. Recognition: The Employer recognizes the Union as the exclusive representative, under the PELRA for all classifications listed as Information Technology Specialists.
- Section 2. Appropriate Unit: All employees in the above categories are members of the appropriate unit except those excluded under P.E.L.R.A.
- Section 3. In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job position, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE III
DEFINITIONS

- Section 1. Full-time Employees: Shall mean an employee who is assigned to work at least 1400 hours per year.
- Section 2. Union: Information Technology Specialists.
- Section 3. Union Member: A member of the Information Technology Specialists.
- Section 4. Employee: A member of the exclusively recognized bargaining unit.
- Section 5. Probationary Period: Effective July 1, 2010 all newly hired or rehired employees will have a nine (9) month (calendar) probationary period from their date of hire. After 90 working days of service, the District shall conduct a performance review. At that meeting it shall be determined if further performance reviews shall be required prior to the completion of the probationary period.
- Section 6. Employer: The Independent School District 191, Burnsville, Eagan, Savage.
- Section 7. Superintendent: Superintendent of Independent School District 191.
- Section 8. Union Officer: Officer elected or appointed by the Information Technology Specialists.

- Section 9. **Duty Day:** The basic duty day for most full-time employees will be eight hours in length, but employees in an exempt position are expected to work the number of hours necessary to perform their job duties and to meet the professional expectations of their job.
- Section 10. **Basic Work Year:** The employee work year shall correspond to the School District's fiscal year which is July 1st through the following June 30th.
- Section 11. **Direction of Duties:** All technology work assignments requiring the use of district property, whether regularly assigned or temporary because of outside agency rentals, are under the direction of the Information Technology Specialists.
- Section 12. **Overtime:** Hours worked beyond a forty-hour workweek will not constitute overtime and will not result in any overtime pay or any other form of additional compensation for employees who hold an exempt position under the FLSA. Employees who hold a non-exempt position will receive one and one-half (1.5) times their regular rate of pay for all time worked in excess of forty (40) hours per week. Non-Duty days and paid holiday hours will not be counted as hours worked when determining overtime obligations in a given week. Beyond the basic duty day, all employees may be required to attend and participate in meetings and school-sponsored events and activities. Employees eligible for overtime shall be paid in the next pay period following when submission of overtime is made within the District payroll schedule.

ARTICLE IV EMPLOYER AUTHORITY

- Section 1. The employer retains the sole right to operate and manage all personnel, facilities, and equipment in accordance with applicable laws and regulations of appropriate authorities.
- Section 2. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely with in the discretion of the Employer to modify, establish or eliminate.

ARTICLE V UNION SECURITY

- Section 1. **Dues Check-off:** The employer shall deduct from the wages of employees who authorize such a deduction, in writing, an amount necessary to cover monthly Union dues. The Employer shall remit the collected dues to the Union monthly.
- Section 2. **Fair Share Fee:** In accordance with the PELRA, any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available

only to members of the exclusive representative, but in no event shall the fee exceed 85% of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the Commissioner, the School District, and to each employee to be assessed the fair share fee.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Commissioner, the School District, and the exclusive representative within thirty (30) days after the receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The School District shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative thirty (30) days after the written notice was provided, or, in the event a challenge is filed the deductions for a fair share fee shall be held in escrow by the School District pending a decision by the Commissioner or the Court. Any fair share challenge shall not be subject to the grievance procedure.

The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, or damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.

- Section 3. Steward Designation: The Union may designate employees from the bargaining unit to act as a steward and an alternate steward and shall inform the Employer, in writing, of such choice and changes in the position of steward and/or alternate steward.
- Section 4. Union Business: The Employer agrees to allow two (2) membership meetings per year on District property for the purpose of formulating wage requests and presenting final proposal. One hour of release time with no salary deduction shall be granted for each meeting. The district will provide reasonable time off to elected officers or appointed representatives of the Exclusive Representative for the purpose of conducting the duties of Exclusive Representative including, but not limited to, grievance investigation and processing and conferring with District representatives and immediate supervisors with respect to the establishment, interpretation, and application of the provisions of this Agreement. The Exclusive Representative shall notify his/her immediate supervisor at least two (2) days prior to the use of such time except in emergency situations.
- Section 5. Union Notices: The Employer shall make space available on the employee bulletin board for posting of Union notice(s) and announcement(s).
- Section 6. Hold Harmless: The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against

the Employer as a result of any action taken or not taken by the Employer under the provisions of the Article.

ARTICLE VI PERFORMANCE OF DUTIES

- Section 1. Employees must faithfully perform, at a professional level of competence, the services and duties prescribed by the District, regardless of whether such duties are specifically described in this policy, in a job description, in a notice of assignment, or in another document. Prompt and regular attendance is an essential function of each employee's job. Employees must also comply with all lawful directives issued by the Superintendent or by any other individual with supervisory authority. In addition, employees must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District. Employees may not, directly or indirectly, engage or participate in any action or conduct which conflicts in any respect with the interests of the District. Toward that end, employees may not engage or participate in any action or conduct that is inconsistent with their job duties, the basic educational mission of the District, or the desired image of the District.
- Section 2. The number of paid duty days shall not exceed two-hundred and thirty-one (231) days. After an employee has completed ten (10) years of district service as an Instructional Informational Technology Specialist, the number of duty days shall not exceed two-hundred and twenty-one (221) days.
- Section 3. Daily and Hourly Rate of Pay: In the event the District needs to determine a daily rate of pay for an exempt employee, the employee's annual salary will be divided by the number of duty days assigned to the employee. In the event the District needs to determine an hourly rate of pay for a non-exempt employee, the employee's daily rate of pay will be divided by eight hours.

ARTICLE VII HOLIDAYS

- Section 1. In the absence of an emergency or a change in the school calendar, employees are not expected to work on the following holidays: Independence Day, Labor Day, Thanksgiving and the day following, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Memorial Day and one floating holiday to be scheduled with the approval of the Instructional Technology specialist's immediate supervisor.
- Section 2. In the case of an emergency or a change in the school calendar requiring an employee to work a holiday identified in Section 1, the employee shall be awarded a floating holiday and a personal day to use within the current fiscal year.

ARTICLE VIII
CLOSING AND EMERGENCY DISMISSALS

- Section 1. In the event the superintendent cancels classes because of inclement weather or an emergency, the first emergency closing will be paid at the employee's daily rate of pay. In the event the schools of the District are closed a second time or more because of inclement weather, employees shall have a choice of working, taking a personal day or taking a non-duty day.
- Section 2. If, after arriving on the job, the employee is dismissed by the Superintendent of Schools or designee, the employee shall be compensated for the day.

ARTICLE IX
COMPENSATION

- Section 1.

~~2013-2014~~ 2015-2016

| | Step 1 | Step 2 | Step 3 |
|--------------------|---------------|---------------|---------------|
| TECH SPEC 1 | \$ 35,600 | \$ 37,200 | \$ 38,750 |
| TECH SPEC 2 | \$ 49,400 | \$ 51,500 | \$ 53,650 |
| TECH SPEC 3 | \$ 64,800 | \$ 66,750 | \$ 68,750 |
| TECH SPEC 4 | \$ 73,500 | \$ 75,950 | \$ 78,450 |

~~2014-2015~~ 2016-2017

| | Step 1 | Step 2 | Step 3 |
|--------------------|---------------|---------------|---------------|
| TECH SPEC 1 | \$ 36,300 | \$ 37,950 | \$ 39,550 |
| TECH SPEC 2 | \$ 50,400 | \$ 52,550 | \$ 54,700 |
| TECH SPEC 3 | \$ 66,100 | \$ 68,100 | \$ 70,150 |
| TECH SPEC 4 | \$ 74,950 | \$ 77,450 | \$ 80,000 |

- Section 2. Step Movement: ~~Instructional~~ **Informational** Technology Specialists hired after January 1st shall not advance a step until July 1st the following calendar year. Thereafter, Instructional Technology Specialists will advance one step on July 1st, provided they have successfully completed a year of service.
- Section 3. At the time of employment, relevant outside experience may be considered for appropriate step placement.
- Section 4. Stipend: Effective July 1, 2011, a Video Production Technology Stipend in the amount of \$3,500 will be paid to the Information Technology Specialist who prepares and edits the Board of Education's monthly meeting and district's monthly cable show. Special board meetings in excess of 23 per year, shall be compensated at \$100 per meeting, provided the meeting requires significant preparation and time.

Section 5. Longevity: Effective July 1, 2011, after ten (10) years of service within the unit, an Instructional Technology Specialist will receive \$1,000 above their base salary. After fifteen (15) years of service, an ~~Instructional~~ ~~Informational~~ Technology Specialist will receive \$1,500 above their base salary. After twenty (20) years of service, an Instructional Technology Specialist will receive \$2,500 above their base salary.

ARTICLE X LEAVES

- Section 1. Sick Leave: Each full-time employee will earn sick leave at the rate of seventeen (17) days per school year and may accumulate a maximum of 150 days of sick leave. Part-time employees will earn sick leave on a prorated basis. An employee's use of sick leave is subject to the following conditions:
- a. The Superintendent may allow an employee to use up to five days of annual sick leave in advance of the monthly accrual, but the advance of sick leave will be deducted from subsequent accrual in that year. Any absences due to illness that are in excess of the employee's accumulated sick leave and annual accrual will be without pay.
 - b. An employee may use accumulated sick leave whenever he/she is absent due to illness or a serious health condition that prevents his/her attendance or the performance of his/her job duties; to care for a sick or injured child; and for any other reason expressly permitted by state or federal law. An employee may use up to five (5) days of accumulated sick leave to care for a spouse who is suffering from an illness or serious health condition. In addition, an employee may use up to one (1) day of accumulated sick leave per school year to attend the funeral of an individual who is not in the employee's immediate family. Sick leave may not be used to conduct personal business.
 - c. If the employee reports being absent due to illness or serious health condition, the District may require the employee to provide a certification from a qualified physician stating that the absence was due to an illness or a serious health condition. The District will make the final determination as to whether the employee is entitled to receive sick leave for a given absence.
 - d. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of accumulated sick leave.
- Section 2. Bereavement Leave: An employee may take up to five (5) days of paid bereavement leave per year for any death(s) that occurs in the employee's immediate family. For purposes of this Agreement, "immediate family" includes a spouse, children, parents, siblings, grandparents, grandchildren, and in-laws (mother-in-law, father-in-law, son-in-law, brother-in-law, and sister-in-law). The Superintendent may, in his/her sole discretion, grant up to ten (10) additional days

of bereavement leave per school year for reasons such as multiple deaths in the immediate family and out-of-state funerals.

Section 3. Personal Leave: An employee may take up to two (2) days of paid personal leave each school year. The employee must obtain permission from his/her supervising administrator to take personal leave on a given day. The Superintendent or the supervising administrator may deny any request for personal leave at a given time based upon the Superintendent's or administrator's assessment of the needs of the District. Days of personal leave do not accumulate and will be forfeited if they are not used. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of personal leave.

Section 4. Jury Duty: An employee who is called for jury duty will be reimbursed for the difference between the amount paid for serving on the jury and the employee's regular salary during the period of service. To the extent possible, employees will be expected to report or otherwise perform their regular duties when temporarily excused from attending court.

Section 5. Other Types of Leave: To the extent required by law, the District will grant other types of leave. In addition, the School Board may, in its discretion, grant additional types of leave that are not required by law.

Section 6. An employee who as of July 1 (a) has accumulated leave time in excess of three hundred and sixty (360) hours determined as of June 15th of the same tax year, and (b) has taken one (1) or less leave days in the current school year shall have sufficient leave days converted at the rate equal to seven hundred fifty dollars (\$750) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll

An employee who as of July 1 (a) has accumulated leave time in excess of three hundred and sixty (360) hours determined as of June 15th of the same tax year, and (b) has taken more than one (1) leave day up to three (3) leave days in the current school year shall have sufficient leave days converted at the rate equal to four hundred fifty dollars (\$450) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.

An employee that takes more than three (3) leave days during the measurement period is not eligible for the conversion of leave days to a 403(b) contribution.

The conversion rate for leave days shall be one hundred fifty dollars (\$150) per day.

"Leave days" include all absences except Bereavement and paid days substituted for unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), as amended.

ARTICLE XI GROUP INSURANCE

- Section 1. Insurance Benefits: As described below, the District will contribute toward the cost of the premium for certain types of insurance for full-time employees who otherwise qualify for and enroll in the insurance policy, plan, or program. The District will select the insurance policies, plans, and programs. To the extent permitted by law, upon separating from employment with the District a former employee may continue to participate in a group health insurance plan, but such participation will be at the former employee's sole expense.
- a. Single Health and Hospitalization Insurance. The District will contribute an amount equal to 100% of the composite premium for an employee who works 30 hours or more and who enrolls the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 annually shall be redirected by the district to the HRA. ~~and the in-network deductible equals the in-network out of pocket maximum.~~ The remainder of the cost of the plan will be borne by the employee via payroll deduction.
 - b. Dependent Health and Hospitalization Insurance. The District will contribute an amount equal to 80% of the composite premium for an employee who works 30 hours or more and who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 annually shall be redirected by the district to the HRA. ~~and the in-network deductible equals the in-network out of pocket maximum.~~ The remainder of the cost of the plan will be borne by the employee via payroll deduction.
 - c. Both Spouses Employed: If an employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.
 - d. Dental Insurance: The District will pay 100% of the premium for single or dependent coverage for a full-time employee who elects to participate in the District's group dental plan.
 - e. Group Term Life Insurance: All employees shall be provided life and dismemberment insurance coverage in the amount of \$50,000 at District expense, subject to the insurance company's terms and conditions. Effective July 1, 2005, Instructional Informational Technology Specialists will each purchase an additional \$100,000 of life insurance. All District participation and contribution shall cease effective on the last working day. However, upon separation from employment, employees may continue coverage in the group plan, at the employee's expense, pursuant to COBRA extensions provided in state and federal statutes.
 - f. Long-Term Disability (LTD) Insurance: Income Protection coverage will be provided each employee at District expense. Upon request, Instructional Informational Technology Specialists may supplement LTD payments with 20

days of accrued personal sick leave on a fractional basis (1/3) of a day to yield up to 60 days of full pay.

- g. Disclaimer: No claim or cause of action may be brought against the District for any claim that is not covered or paid by insurance. The District is not insuring or guaranteeing that any particular claim will be paid or covered by any insurance policy, plan, or program, or that any specific amount will be paid out under any policy, plan, or program. Any description of insurance benefits in this policy is intended to be general and informational only and is subject to change in the discretion of the School Board. The eligibility of any particular employee and the employee's dependent(s) is governed by the terms of the actual insurance policy, plan, or program. The District's only obligation is to make the premium contributions that are identified in this policy, as it currently is written or as amended at any time in the future, for full-time employees who otherwise qualify for and enroll in the particular insurance plan or program.

ARTICLE XII BENEFIT PLANS

- Section 1. Flexible Benefit Plan: The School District will establish a Flexible Benefit Plan under IRS Code 125. Regulations and procedures will be available in the Human Resources Office. A board policy and accompanying regulations will be developed and updated annually to comply with IRS Regulations.
- Section 2. Tax Sheltered Annuity and Deferred Compensation Plans: Tax sheltered annuities and deferred compensation plans, either variable or fixed, are available. Regulations and procedures are available in the Human Resources Office. Board Policy and regulations will be updated annually for compliance with State and Federal Laws. Effective July 1, 2007, the District will match up to \$750 per year to an approved Minnesota deferred compensation program. In the tenth year of service, the district will contribute \$1,000.
- Section 3. Post-Retirement Healthcare Savings Plan: Effective July 1, 2006, the District will contribute \$750.00 for each I.T. Specialist to the Minnesota State Retirement System's Post-Retirement Healthcare Savings. In the tenth year of service the district will contribute \$1,150.

ARTICLE XIII SENIORITY

- Section 1. Employee seniority shall be determined by the employee's length of continuous employment in the bargaining unit.
- Section 2. Seniority lists will be published by the Employer on January 1st of each year.
- Section 3. Probationary periods can be extended up to an additional 90 calendar days by mutual agreement between the Employer and the Union.

Section 4. During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the Employer.

Section 5. In the event conditions necessitate a reduction of bargaining unit employees within any position title classification, the following procedure will be used:

Seniority will decide any reduction. The least senior person in any group based on the employee's seniority pursuant to Section 1 of this Article to be reduced will be the first one laid off, and the next in line would follow, and so on, until the reduction has been met, providing the remaining employees have the ability to perform the work required. Position by group shall be the determining factor and any employee eliminated shall then have the right to displace the next least senior employee in the same group or successively lower groups. A junior employee may not displace a senior employee.

Upon rehiring, the laid off employee with the most seniority shall be the first recalled. Employees laid off shall hold recall rights for a period of one year. Employees rejecting re-employment shall forfeit recall rights. In no case shall an employee displace an employee with more seniority or an employee in a higher classification.

ARTICLE XIV DISCIPLINE

Section 1. The employer will discipline employees for just cause only. Upon investigation and finding of facts, the employer shall give the affected employee and the steward a written letter explaining such findings. Discipline will be in one or more of the following forms: a) Letter of Reprimand, b) Letter of Deficiency, c) suspension, d) demotion, or e) discharge.

Section 2. Suspension, demotions, and discharges will be in written form.

Section 3. Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be presented, read, and the employee given an opportunity to sign. Employees and the Union will receive a copy of such reprimands and/or notices.

Section 4. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

Section 5. Any material in the employee's permanent personnel file may be reproduced at the request of the employee and cost of reproduction paid by the employee.

- Section 6. Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union Representative present at such questioning.
- Section 7. Written directives or conference summaries which are not disciplinary but which were created by a supervisor and given to the employee to more clearly define performance expectations may be used in disciplinary actions when the purpose is to establish that the employee should have been aware of those expectations

ARTICLE XV
EMPLOYEE RIGHTS - GRIEVANCE

- Section 1. Definitions.
- Subd. 1. Grievance: A grievance is defined as a dispute or disagreement as the interpretation or application of the specific terms and conditions of this Agreement.
- Subd. 2. Days: Days shall mean workdays.
- Section 2. Union Representatives: The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors.
- Section 3. Processing of a Grievance: It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours. However, the employee and the Union representative must have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work program of the Employer.
- Section 4. Procedure:
- Subd. 1. Step 1: An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer on the proper form. The Supervisor will meet and discuss the allegation within five (5) days of notification and give an answer to such Step 1 grievance within ten (10) days after the meeting.
- Subd. 2. Step 2: In the event the grievance is not resolved in Step 1, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within ten (10) days after receipt of the decision in Step 1. If a grievance is properly appealed to the Superintendent of Schools, the Superintendent shall set a time to hear the grievance within twenty (20) days after

receipt of the appeal. Within ten (10) days after the meeting, the Superintendent shall issue a decision in writing to the parties involved.

- Subd. 3. Step 3: A grievance unresolved in Step 2 and appealed to Step 3 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended.

Section 5. Arbitrator's Authority

Subd. 1. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

Subd. 2. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union subject, however, to the limitations of arbitration decisions as provided in P.E.L.R.A. of 1971 as amended, and shall be based solely on this Agreement and to the facts of the grievance presented.

Subd. 3. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 6. Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

ARTICLE XVI MISCELLANEOUS

Section 1. Employees who must use their car for School District purposes during the regular working day are entitled to reimbursement for such mileage according to current District policy. In order to be reimbursed, employees must use the proper form and should submit forms on a monthly basis.

Section 2. Tuition Reimbursement: The District will reimburse tuition costs to each member of this unit hired prior to July 1, 2000, for approved coursework that is of benefit to the District. Advance approval and verification of successful completion are required. Tuition will not be paid to members of this unit while on leave. For every 32 college semester credits completed an instructional technology specialist will pledge two years of service to the District. In the event an instructional technology specialist leaves prior to fulfilling this commitment; he/she must refund the District tuition expenses.

Effective July 1, 2014, for employees hired into the unit after July 1, 2006, shall be eligible for up to \$1,000 in tuition reimbursement on an annual basis for college coursework germane to their assignment and of benefit to the district. All coursework must be preapproved by the Executive Director of Human Resources. The employee must earn at least a C or a Passing grade in a Pass/Fail system in order to be eligible for tuition reimbursement.

Effective July 1, 2014, employees hired into the unit after July 1, 2006, shall be eligible for up to \$1000 in reimbursement on an annual basis for certification coursework germane to their assignment and of benefit to the district. All coursework must be preapproved by the Executive Director of Human Resources.

Section 3. Work Stoppages: In the event of a strike or work stoppage by other employees, it is mutually agreed that Information Technology Specialists covered by this Agreement shall be on duty and carry out policy, rules, and assignments as may directed by the Employer. The Employer reserves the right to make whatever directives that are in the Employer's judgment necessary for the operation or protection of District programs and facilities. The members agree that it will not directly or indirectly engage in, support, or assist in any strike against the employer.

Section 4. Professional Development: The District will pay expenses associated with authorized attendance at conferences and seminars germane to an instructional technology specialist's assignment. Attendance and expenses require advance authorization of the instructional technology specialists' supervisor.

Section 5. Retirement Age: Retirement age shall be that determined by applicable statutes.

Section 6. Position Elimination: For An **Instructional Informational** Technology Specialist hired prior to July 1, 2000, who leaves the District because of a discontinued position, and choose not to exercise their seniority rights under Article XIII, shall receive two (2) days pay for each year of service in the District. An Instructional Technology Specialist will not receive severance if he/she voluntarily resigns from a position or if he/she is terminated for cause.

ARTICLE XVII DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing as of the effective date of this Agreement through June 30, 2015 2017. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to the expiration of this Agreement.

In the event a new Agreement is not in effect on July 1, 2015 2017, all terms of this contract will remain in effect as set forth in this Agreement until a successive Agreement is in effect.

Section 2. This Agreement constitutes the full and complete Agreement between the School Board and the Union. The provisions herein relating to terms and conditions of employment supersede and take precedence over any and all prior agreements inconsistent with these provisions.

Section 3. The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof under different circumstances.

Section 4. This Agreement shall constitute the full complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written, signed agreement to this contract.

Section 5. Any provision contained in any previous Master Agreement and not contained in this Agreement is no longer valid or applicable after July 1, 2015 2017.

IN WITNESS WHEREOF, The parties have signed this Agreement:

For: IN WITNESS WHEREOF, The parties have signed this Agreement:

For: Information Technology Specialists

For: Independent School District 191

Union Lead Negotiator

District Chief Negotiator

Union Steward

Board Chair

Date

Board Clerk

Date