



School District 622
NORTH ST. PAUL | MAPLEWOOD | OAKDALE

Ready for tomorrow

SCHOOL BOARD MEETING

Regular Meeting

**April 24, 2018
6:00 PM**

Board Members:

Caleb Anderson, Director
Theresa Augé, Clerk
Amy Coborn, Director
Steve Hunt, Director
Nancy Livingston, Vice Chair
Becky Neve, Treasurer
Michelle Yener, Chair

Superintendent:

Christine Osorio

622 Education Center
2520 East 12th Avenue
North St. Paul, Minnesota 55109

District Mission Statement:

We commit each day to develop and empower lifelong learners who thrive in diverse communities.

**SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT 622
North St. Paul-Maplewood-Oakdale**

**Regular Meeting
April 24, 2018
6:00 PM**

District Education Center, 2520 East 12th Avenue, North St. Paul

A G E N D A

- I. Call to Order and Pledge of Allegiance**
- II. Approval of the Agenda**
- III. Achievement**
 - A. EXCEL Awards - *Hunt* 8
- IV. Public Comment**

An opportunity for public to comment on items pertaining to the agenda. Speakers shall complete a registration card, state their name and address, and will have between two and four minutes, depending on the number of speakers, to speak on an agenda topic. The Public Comment section of the meeting shall last no longer than thirty minutes.
- V. Consent Agenda** 9

The Consent Agenda consists of routine items that are acted on in a single, consolidated motion without Board discussion. Board members have the option of pulling items off the Consent Agenda if they wish to discuss them or consider them individually.

****I recommend that the consent agenda items, listed below, be approved as presented.***

 - A. Minutes of March 20, 2018 Work Study Session 10
 - B. Minutes of March 20, 2018 Reflection Study Session 11
 - C. Minutes of March 20, 2018 Business Meeting 12
 - D. Minutes of March 20, 2018 Closed Session 17

E. Minutes of April 10, 2018 Work Study Session	18
F. Contract Award	19
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J. Minnesota Department of Human Rights and ISD 622 Collaboration Agreement	61
K. Disbursements	69
VI. Reports	
A. Student School Board Representatives - <i>Krummel/Larsen</i>	
B. Superintendent - <i>Osorio</i>	
<i>I will remind the public of our upcoming meetings regarding Phase I of our Facilities Plan.</i>	
C. Community Education	
1. Adult Basic Education - <i>Johnson/Helland</i>	72
<i>Adult Basic Education Coordinator Scott Helland will provide a brief overview of District 622's Adult Basic Education Program. Two short videos will be shared, which capture the essence of our programs for adult ESL and GED, as well as the three Career Pathway programs offered. Scott will also share a few highlights of the program.</i>	
<i>Highlights include:</i>	
<i>*Overview of program: ESL, GED, Career Pathways and other efforts (ABE, Citizenship, Century College)</i>	
<i>*District 622 role in the consortium</i>	
<i>*Participation data</i>	
D. Teaching & Learning	
1. MTSS Presentation - <i>Mau/Waeffler</i>	84

Alicia Waeffler, MTSS & Federal Programs Coordinator, will highlight the work of our elementary schools over the last four years as we changed the ways learners are supported to ensure each child gets the opportunities they need to thrive. Specifically, Alicia will point to 1)the empowerment of our teachers to make instructional decisions based on evidence; 2)our equity-centered belief that all our kids are all our kids and our resources committed to turn that belief into practice, and 3)how the intervention system has evolved to ensure there are no cracks through which students can slip. There will be time for questions at the conclusion of the presentation.

2. American Indian Education Resolution Administrative Response - 104
Mau

State Statute, Section 124D.78, mandates the formation of an American Indian Parent Advisory Committee for school districts in which there are ten or more American Indian children enrolled. In addition, State Statute calls for American Indian Parent Advisory Committees (AIPAC) to annually submit an assessment of educational services available to American Indian students. At the February 27, 2018 board meeting, the AIPAC submitted a resolution of non-concurrence. When there is a resolution of non-concurrence, State Statute requires school districts to issue a written response and to submit the response to the Minnesota Department of Education.

Peter Mau, Director of Teaching & Learning, will present a short report on the district response:

**Teaching & Learning will continue to work closely with the American Indian Education team in the areas of curriculum development and professional development, including a system to monitor the implementation of the online curriculum and learning trunks.*

**Early communication regarding student struggles in class is an*

essential component to student success. At our high schools we will implement Schoology next year as a tool.

**Specific academic support will be provided to American Indian students who are not on track to be proficient in state standards. This includes classroom interventions, out of class interventions, and before and after school supports.*

**Over the next several years District 622 is committed to developing a Multi-Tiered System of Supports at the secondary level to help meet the academic and behavioral needs of students.*

**District 622 will enhance its practices for the effective transition of students between elementary school and middle school and between middle school and high school.*

**In an effort to bring awareness and connect students to available resources, teachers will be provided class rosters that identify American Indian students at the beginning of each year to ensure teachers are aware of the students in their classroom.*

The full response is included in the attachment.

VII. Action Items

A. Business Office

1. Acknowledgement of Contributions - *Livingston* 109
**I recommend that the list of contributions, with a year to date total of \$111,203.18 be accepted with appreciation.*
2. Resolution Authorizing the Issuance of Long Term Facilities Maintenance & Capital Facilities Bonds - *R. Anderson* 110
As part of Phase I of our Facilities Plan, Randy is asking you to put in place the following resolution. We need to have a resolution in place approving the issuance of LTFM & Capital Facilities Bonds and then post notice of this issuance in the District's official newspaper before we can go out to bid on the Castle and Richardson

projects. Since we would like to go out to bid for the building additions in early June, we must have School Board approval to issue bonds prior to issuing our request for bids.

In the resolution, we use the language "not to exceed" \$45 million in LTFM Bonds and "not to exceed" \$10 million in Capital Facilities Bonds to give us flexibility. We will determine our actual bonding amounts at a future date after budget numbers are finalized and the project has MDE approval. Once final amounts are established, the Board will set the sale and approve the issuance of the bonds.

**I recommend that the resolution authorizing the issuance of LTFM & Capital Facilities Bonds be approved.*

3. Resolution Establishing Procedures for Reimbursement of Certain Expenditures from Proceeds of Future Bond Issues or Other Borrowings - R. Anderson 114

As part of Phase I of our Facilities Plan, Randy is asking you to put in place the following reimbursement resolution. Having this resolution in place will allow us to spend District funds in advance of selling and issuing the bonds for Phase I; Castle and Richardson projects, and the "reimburse" District funds once we receive the bond proceeds.

This is an IRS requirement if we have a need to pay for project expenditures before receiving bond funds. Since we probably will not sell the LTFM and Capital Facilities bonds until late summer, the Board will need to approve this resolution in order for us to pay for project bills incurred before the bond sale.

**I recommend that the resolution establishing procedures for reimbursement of certain expenditures from proceeds of future bond issues or other borrowings be approved.*

- B. Human Resources - Coffey

1. Termination of Probationary Teachers 117

Assessment of need and right sizing create a reduction in the number of staff required. All of the individuals named in the resolution have probationary status with the district.

**I recommend that the teaching contracts of the probationary teachers as outlined in the proposed resolution be terminated at the close of the 2017-2018 school year and non-renewed for the 2018-2019 school year.*

2. Termination of Probationary Administrator 119

This resolution proposes contract non-renewal and termination of employment for North High Assistant Principal Gary Speese, who has probationary status with the district.

**I recommend that the termination of probationary principal resolution be approved.*

C. Superintendent - Osorio

1. Resolution Authorizing Intermediate District 916 to Apply for Federal 120

E-Rate Discounts & Telecommunications/Internet Access Equity Aid on Behalf of the District

With the dissolution of the TIES collaborative (of which we are not a member district), we have an opportunity to join a new collaborative that is forming with 916 district colleagues. This collaborative does not cost us anything, nor does it require us to buy into any specific contracts going forward. But by joining this collaborative, it allows us to opt in to reduced pricing for internet and other telecommunications services in the future.

**I recommend that the resolution to authorize District 916 to apply for Federal E-Rate discounts and aid on behalf of District 622 be approved.*

VIII. Board Communications

IX. Future Board Meeting Dates

A. May 22, 2018 Business Meeting 6:00 p.m. (Board Room)

III. Excellence in Community Education Leadership (EXCEL) Awards are presented to individuals and groups for their outstanding contributions to the continuum of Lifelong Learning in District 622

Receiving the Community Contribution Award:

The Runtsch Family, nominated by Cheryl Gysbers. The Runtsch family has supported Community Bridge, both financially and through service for many years. From donations, to purchasing supplies, to setting up, taking down and serving refreshments for events, this family helps adults with disabilities participate in enriching opportunities at an affordable cost.

Receiving the Lifelong Learner Award:

Leah McComas, nominated by Linda Napoli. Leah has held every role in Community Education's swim program, influencing thousands of swimmers in 17 years. Leah began as a swim student, volunteered as a Water Safety Aid at age 11, was hired as a Water Safety Aid at age 14, and moved up as age and certifications allowed, most recently serving as part-time Aquatics Supervisor.

Receiving the Community Educator Award:

Bette Jayne Haak, nominated by Jan Walczak. BJ has been involved in Community Education since before its formal inception, as a longtime advisory council member, School Board member and an advocate. BJ's 45 years of contributions have resulted in positive growth and development of Community Education not only in District 622, but also in the state.

Beth Gatzke, nominated by Amy Ledoux. "Grandma" Beth has volunteered 18 hours per week for 10 years at Eagle Point, as well as 6 hours per week at Skyview Elementary. She works individually with K-2nd graders, to support their learning. She has positively impacted the lives of countless children through the years as a result of her dedication and caring.

Receiving the Community Education Senior Friend Award:

Ron Woldengen, nominated by Christopher Cook. Ron volunteers 5 days per week for Meals on Wheels when needed, and prefers to be a substitute driver to assure the routes are always covered. Ron also comes in early two days a week to organize frozen meals and manage the weekly bread donation. He brings a smile to all, with his positive attitude and willingness to help.

V. CONSENT AGENDA

The Consent Agenda is designed to expedite the handling of routine and miscellaneous official business of the School Board. The entire agenda may be adopted by the Board in one motion. The motion for adoption is not debatable and must receive unanimous approval. By request of an individual Board member, an item can be removed from the Consent Agenda and placed upon the regular agenda for consideration and action.

Therefore, the following resolution is recommended:

BE IT RESOLVED by the School Board of Independent School District No. 622 that Consent Agenda Items, V.A. through V.K., be approved as written, and a copy of the agenda items is attached to the minutes.

MOTION:

SECOND:

**INDEPENDENT SCHOOL DISTRICT 622
NORTH ST. PAUL-MAPLEWOOD-OAKDALE SCHOOLS**

**WORK STUDY SESSION
SCHOOL BOARD
March 20, 2018**

Chair Yener called the meeting to order at 4:30 p.m. with the following present: Chair Yener, Clerk Augé, Directors Anderson, Coborn, Hunt, and Superintendent Osorio. Absent: Vice Chair Livingston, and Treasurer Neve.

Others present were: Bob Biddick, Mike Boland, Janet Doman

In the audience: Julie Coffey, Khrrislyn Goodman, Rory Sanders, Cindy Swaim

Osorio began the meeting with a brief overview of current topics.

Doman and Boland responded to questions regarding the capital budget planning and long term facilities maintenance plan for Summer 2018.

The meeting adjourned at 5:10 p.m.

Clerk

Public notice for solicitation of bids, requests for quotes and requests for proposals are located on the ISD 622 website, www.isd622.org.

**INDEPENDENT SCHOOL DISTRICT 622
NORTH ST. PAUL-MAPLEWOOD-OAKDALE SCHOOLS**

**REFLECTION STUDY SESSION
SCHOOL BOARD
March 20, 2018**

Chair Yener called the meeting to order at 5:11 PM with the following present: Chair Yener, Clerk Augé, Directors Anderson, Coborn, Hunt, and Superintendent Osorio. Absent: Treasurer Neve. Arriving at 5:45 PM: Vice Chair Livingston.

In the audience: Julie Coffey, Khrisslyn Goodman, Rory Sanders, Cindy Swaim

In order to save time, Yener did not open the meeting with an ice breaker.

Board members shared numerous topics, including two items from the February 2018 board retreat; the development of a medical emergency plan and naming of facilities.

The meeting adjourned at 5:52 PM.

Clerk

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**INDEPENDENT SCHOOL DISTRICT 622
NORTH ST. PAUL-MAPLEWOOD-OAKDALE SCHOOLS**

**REGULAR MEETING
SCHOOL BOARD
March 20, 2018**

Chair Yener called the meeting to order at 6:00 PM with the following present: Chair Yener, Vice Chair Livingston, Clerk Augé, Director Coborn, Superintendent Osorio, and Student Board Representative Krummel. Arriving at 6:02 PM: Director Anderson. Arriving at 6:07 PM: Director Hunt. Absent: Treasurer Neve; Student Board Representative Larsen.

Others present were: Julie Coffey, Director of Human Resources; Josh Anderson, Director of Communications & Technology Innovation; Troy Miller, Assistant Superintendent; Peter Mau, Director of Teaching & Learning

The meeting opened with the Pledge of Allegiance.

(Anderson arrived)

Augé moved and Coborn seconded the following motion, which carried on a 5 - 0 vote:

THAT the agenda be approved as presented.

Livingston moved and Augé seconded the following resolution, which carried on a 5 - 0 vote:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the following Consent Agenda Items, IV.A. through IV.G., be approved as written, and a copy of the agenda items is attached to the minutes.

Tartan High Student Representative Krummel reported on the following items: Last week Tartan hosted their annual college fair which was a huge success with over 100 colleges and universities participating and countless parents and students from Tartan and North attending; Six DECA members have advanced to the International Conference in Atlanta at the end of April; BPA continued its tradition of success with six students qualifying for nationals and other numerous awards; Tartan Choir recently competed in the state solo contest and received 37 superior ratings and 21 excellent ratings; spring sports started this week and players are looking forward to see what this season holds; and last Friday Tartan had a hat day where students could wear a hat if they brought in \$1 or some type of a toiletry item with all donations going to Project Family Connect.

(Hunt arrived)

Osorio reported on the following items: The District will be looking at some significant renovations to Castle and Richardson within the next 18 months. District-wide invitations have sent out to those who may be interested in joining the design team and become part of the planning. Osorio added that featured next in the evening’s meeting was a presentation highlighting strategic plan strategies and showing the progress. These presentations have been done monthly with tonight’s showcasing Peter Mau and Penny Perry presenting on Strategy Four, building our competitive E-12 pathways.

Mau, along with Curriculum and Career Pathway Coordinator Penny Perry, presented a brief overview of the work that has taken place so far regarding pathway development as well as next steps.

Coborn moved and Augé seconded the following resolution, which carried on a 6 - 0 vote:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the School Board accept with appreciation the following contributions and permit their use as designated by the donors.

<u>Donor</u>	<u>Item and/or Amount</u>	<u>Purpose</u>
Mike and Stacie Hafner	\$200.00	Meals on Wheels in Memory of Gigi Fitzpatrick
Andrew Oehrlein	\$1,000.00	North High - ASL Club
Northern Tool and Equipment	1 Toro lawnmower; 1 Honda motor; 1 Husqvarna chainsaw	North High - Industrial Tech Dept.
Daniel T. Peterson	Chevy Trailblazer	North High - Industrial Tech Dept.
Mary Focht	School supplies	Maplewood Middle School
Acapulco Mexican Restaurant	Food	Tartan Festival of Cultures

Anderson moved and Coborn seconded the following resolution, which carried on a 6 - 0 vote:

BE IT RESOLVED that the School Board of Independent School District No. 622 approve and adopt the 2018-19 Capital Expenditure Budget as presented.

Coborn moved and Livingston seconded the following resolution, which carried on a 6 - 0 vote:

BE IT RESOLVED that the School Board of Independent School District #622 hereby revises the following policy:

E-091 (Credit for Learning)

Coborn moved and Augé seconded the following resolution, which carried on a 6 - 0 vote:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the 2017-2019 International Union of Operating Engineers, Local 70 Agreement be approved.

Augé moved and Coborn seconded the following resolution, which carried on a 6 - 0 vote:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the additional work assignments and extracurricular assignment portion of all teacher contracts be terminated effective June 30, 2018.

Livingston moved and Anderson seconded the following resolution, which carried on a 6- 0 vote:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the two-year salary increases for non-unit hourly employees of North St. Paul-Maplewood-Oakdale be approved.

Coborn moved and Livingston seconded the following resolution, which carried on a 6 - 0 vote:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the 2017-2019 North St. Paul-Maplewood-Oakdale Association for Nutrition Services Agreement be approved.

Augé moved and Livingston seconded the following resolution, which carried on a 6 - 0 vote:

BE IT RESOLVED by the School Board of Independent School District No. 622 that there be 0% change to the current budget rates for medical insurance approved for the period July 1, 2018 through June 30, 2019.

Anderson moved and Livingston seconded the following resolution, which carried on a 6- 0 vote:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the District continue with VSP as the vision carrier and change to the \$200 material benefit plan be approved effective July 1, 2018.

Yener asked board members to set the agenda, time and location for the April 10, 2018 work study session. Coborn moved and Anderson seconded the following motion, which carried on a 6- 0 vote:

THAT the April 10, 2018 work study session begin at 4:30 p.m. in Room 202 of the District Education Center with the following agenda: 1)Ice Breaker; 2)Superintendent Check In; 3)2 & 10 Year Plan; and 4)Facilities Update.

The Board recessed at 6:54 PM (Livingston left the meeting) and reconvened at 7:30 PM, during which time the School Board held a Closed Session to discuss a student expulsion. Upon reconvening, Augé moved and Hunt seconded the following resolution, which carried on a 5 - 0 vote:

WHEREAS, Student A was placed on suspension and proposed for expulsion pursuant to the Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56; and

WHEREAS, a written Notice of Proposed Expulsion, Waiver of Right to a Hearing, attached as Exhibit A, and a copy of the Minnesota Pupil Fair Dismissal Act were personally delivered to the student and parent/guardian; and

WHEREAS, the Notice of Proposed Expulsion complied with the provisions of Minn. Stat. § 121A.47, and was received by the student and parent/guardian; and

WHEREAS, the hearing on the proposed expulsion was conducted on March 20, 2018 before an Independent Hearing Officer in compliance with Minn. Stat. § 121A.47; and

WHEREAS, the Independent Hearing Officer has recommended to the School Board that the student is expelled from school and school-related activities for the balance of 12 months for engaging in conduct that constitutes a willful violation of reasonable School Board regulations, willful conduct that significantly disrupted the rights of others to an education and the ability of school personnel to perform their duties, and willful conduct that endangered the pupil, surrounding persons, including school district employees; and

WHEREAS, the School Board has reviewed the Independent Hearing Officer's Findings of Fact, Conclusions, and Recommendations, attached as Exhibit B; and

WHEREAS, under the Minnesota Government Data Practices Act, the Independent Hearing Officer's recommendations and the name of the student proposed for expulsion are private data;

NOW, THEREFORE, BE IT HEREBY RESOLVED, as follows:

1. The School Board hereby adopts the Findings of Fact, Conclusions, and Recommendations of the Independent Hearing Officer regarding the proposed expulsion of Student A.
2. Having reviewed the record relating to this matter, the School Board hereby finds that the School District has complied with the Minnesota Pupil Fair Dismissal Act.
3. Having reviewed the record relating to this matter, the School Board hereby finds that the student engaged in conduct that constitutes a willful violation of reasonable School Board regulations, willful conduct that significantly disrupted the rights of others to an education and the ability of school personnel to perform their duties, and willful conduct that endangered the pupil and surrounding persons, including school district employees, for which conduct the student is

hereby expelled from Independent School District No. 622, its schools, and school-related activities for the balance of the 2017-2018 school year, pursuant to the Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56.

4. The Administration is directed to notify the student and parent/guardian of the expulsion in substantially the form as provided in Exhibit C, attached hereto.
5. The Administration is directed to notify the Commissioner of the Minnesota Department of Education of the expulsion.
6. It is further ordered that the School District shall provide copies of this two-page resolution, upon proper request. However, any release of the resolution shall not include the exhibits or attachments hereto as the School Board hereby finds that such materials are private data on individuals pursuant to the Minnesota Government Data Practices Act, Minn. Stat. § 13.32. The Superintendent is specifically directed to maintain the private data classification of these materials in accordance with applicable state and federal laws.

During Board Communications, the following item was shared:

- ✓ Anderson said that he had attended the Polar Arena rededication ceremony on March 3, noting that it was a wonderful event and a lot of arena history was learned. Anderson extended his gratitude for the receipt of funding from the grant to make the renovations possible.

Anderson moved and Coborn seconded the following motion, which carried on a 5- 0 vote:

THAT the meeting be adjourned.

The meeting adjourned at 7:37 PM.

Clerk

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**INDEPENDENT SCHOOL DISTRICT 622
NORTH ST. PAUL-MAPLEWOOD-OAKDALE SCHOOLS**

**CLOSED SESSION
SCHOOL BOARD
March 20, 2018**

A Closed Session was called to order by Chair Yener at 6:58 p.m. for the purpose of discussing a student expulsion. Present were: Chair Yener, Clerk Augé, Directors Anderson, Coborn, Hunt, and Superintendent Osorio. Absent: Vice Chair Livingston and Treasurer Neve.

Others present were: Troy Miller and Kevin Wolff.

The Closed Session adjourned at 7:26 p.m.

Clerk

Public notice for solicitation of bids, requests for quotes and requests for proposals are located on the ISD 622 website, www.isd622.org.

**INDEPENDENT SCHOOL DISTRICT 622
NORTH ST. PAUL-MAPLEWOOD-OAKDALE SCHOOLS**

**WORK STUDY SESSION
SCHOOL BOARD
April 10, 2018**

Chair Yener called the meeting to order at 4:31 p.m. with the following present: Chair Yener, Vice Chair Livingston, Clerk Augé, Directors Anderson, Coborn, and Superintendent Osorio. Absent: Treasurer Neve, Director Hunt.

Others present were: Randy Anderson, Josh Anderson, and Mike Boland.

In the audience: Rory Sanders, Khriisslyn Goodman, and Pete Knoebel.

Yener started the meeting with an ice breaker.

Osorio reviewed the upcoming board topics calendar, with board members adding suggestions for potential agenda topics.

R. Anderson and Boland reviewed long-term facilities maintenance (LTFM) projects and facilities planning. R. Anderson said that the District will be integrating Facilities Plan - Phase 1 into LTFM Two & Ten Year Plan which will be discussed at the June work session and proposed for Board approval at the June business meeting.

Osorio provided an update on the communication and facilities planning underway for Castle and Richardson.

The meeting adjourned at 6:55 p.m.

Clerk

Public notice for solicitation of bids, requests for quotes and requests for proposals are located on the ISD 622 website, www.isd622.org.

V. F. CONTRACT AWARD CONSTRUCTION/PROJECT MANAGEMENT

The School District did a Request for Proposal (RFP) and selected five vendors to come in and interview for construction/project management services for Phase 1 of the District's Facilities Plan. The vendors interviewed were: ICS, Kraus Anderson, Adolfson & Peterson, AMCON, and Terra - all firms with a great reputation in construction and project management. After reviewing pricing, references, requirements and flexibility, the committee selected Adolfson & Peterson (A&P) which the committee felt best matched the Districts construction needs during Phase 1 of the Facilities Plan.

Therefore, the Director of Business Services recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District 622 that pursuant to the contract terms, a contract is awarded as follows:

<u>For</u>	<u>Vendor</u>	<u>Fund</u>	<u>Amount</u>
Construction/Project Management Phase 1 Facilities Plan	Adolfson & Peterson (AP)	06	\$1,071,888

AIA[®] Document C132[™] – 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 20th day of March in the year 2018
(*In words, indicate day, month and year.*)

BETWEEN the Owner:
(*Name, legal status, address and other information*)

North St. Paul-Maplewood-Oakdale ISD 622
2520 East 12th Avenue
North St. Paul, Minnesota 55109
651-748-7622

and the Construction Manager:
(*Name, legal status, address and other information*)

AP Midwest, LLC
dba: Adolfson & Peterson Construction
6701 West 23rd Street
Minneapolis, Minnesota 55426
952-544-1561

for the following Project(s):
(*Name, location and detailed description*)

Richardson Elementary School Additions & Renovations
2615 First Street North
North St. Paul, Minnesota 55109

and

Castle Elementary School Additions & Renovations
6675 50th Street North
Oakdale, Minnesota 55128

The Architect:
(*Name, legal status, address and other information*)

LHB Inc
21 West Superior Street, Suite 500
Duluth, Minnesota 55802
218-727-8446

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A132[™]-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132[™]-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. *AIA Document A232[™]-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

Schematic Design, Design Development and Construction Documents to determine the Owner's program.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Richardson Elementary School Additions, Renovations and Associated Sitework
2615 First Street North
North St. Paul, Minnesota 55109

and

Castle Elementary School Additions, Renovations and Associated Sitework
6675 50th Street North
Oakdale, Minnesota 55128

To be modified by contract amendment as applicable.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Init.

Per project budgets prepared by LHB Inc attached as Exhibit A. To be modified by the Construction Manager through the schematic estimate, design development estimate and construction document estimate. Modified project budgets to be approved by the Owner and Architect. Approved project budgets to be added by contract amendment as applicable.

§ 1.1.4 The Owner’s anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

Completion of Schematic Design	May 8, 2018
Completion of Schematic Design Estimate	May 8, 2018
Completion of Design Development	August 28, 2018
Completion of Quality Control/Assurance Review	September 4, 2018
Completion of Design Development Estimate	September 4, 2018
Completion of Construction Documents	November 6, 2018
Completion of Quality Control/Assurance Review	November 20, 2018
Completion of Construction Document Estimate	November 20, 2018
Issue Documents for Bidding	November 22, 2018
Receive Bids	December 20, 2018
Pre-Award Interviews	January 7-10, 2019
Award of Construction Contracts	January 29, 2019
*Design phase milestone dates based on CM RFP dated February 7, 2018. Modifications by early bid packages as determined by AP and approved by ISD 622 and LHB Inc.	

.2 Commencement of construction:

February 18, 2019 or as determined by early bid packages.

.3 Substantial Completion date or milestone dates:

December 20, 2019

.4 Other:

Complete Punchlist and Commissioning	January 6, 2020
Complete Project Closeout	March 2020

§ 1.1.5 The Owner intends the following procurement method for the Project:

(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

Competitive public bid process – multiple prime contracts.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

Early bid packages as determined by AP, and approved by ISD 622 and LHB Inc.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

WELL Building Standard
B3 Benchmarking

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:

(List name, address and other information.)

Greg Nash
Procurement and Capital Project Supervisor
2520 East 12th Avenue
North St. Paul, Minnesota 55109
651-748-7522

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other information.)

Mike Boland, Operations and Maintenance Supervisor

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:
(List name, legal status, address and other information.)

.1 Land Surveyor:

LHB Inc
21 West Superior Street, Suite 500
Duluth, Minnesota 55802
218-727-8446

.2 Geotechnical Engineer:

TBD

.3 Civil Engineer:

LHB Inc
21 West Superior Street, Suite 500
Duluth, Minnesota 55802
218-727-8446

.4 Other:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)

Garland Roofing, Brian Skoog
Environmental Process, Inc, Golden Valley, Mn Scott Norton

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Patrick Sims
Senior Preconstruction Manager
Adolfson & Peterson Construction
6701 West 23rd Street
Minneapolis, Minnesota 55426
952-544-1561

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

Patrick Sims – Senior Preconstruction Manager

Init.

David Jaeger – Project Manager
Tom Dyhkoff – Senior Superintendent (Richardson Elementary School Project)
Mike Elsnes – Senior Superintendent (Castle Elementary School Project)
Beth Nde – BIM Modeler

§ 1.1.13 The Construction Manager’s consultants retained under Basic Services, if any:

- .1 Cost Estimator:
(List name, legal status, address and other information.)

Adolfson & Peterson Construction
6701 West 23rd Street
Minneapolis, Minnesota 55426

- .2 Other consultants:

Metropolitan Mechanical – Mechanical Cost Information
Hunt Electric – Electrical Cost Information

§ 1.1.14 The Construction Manager’s consultants retained under Additional Services:

None as of the date of this contract.

§ 1.1.15 Other Initial Information on which the Agreement is based:

None as of the date of this contract.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the schedules, the Construction Manager’s services and the Construction Manager’s compensation.

ARTICLE 2 CONSTRUCTION MANAGER’S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.5 Except with the Owner’s knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager’s judgment with respect to this Project.

§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than two million (\$ 2,000,000) for each occurrence and in the aggregate for bodily injury and property damage.

Init.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than one million (\$ 1,000,000) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than one million (\$ 1,000,000).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than two million (\$ 2,000,000) per claim and in the aggregate.

§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.

§ 3.2.4 Based on preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.6 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's

services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

§ 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 3.2.8 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 3.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.16 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

§ 3.2.17 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.18 The Construction Manager shall submit the list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

§ 3.2.21 The Construction Manager shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

§ 3.2.22 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Multiple Prime Contractors.

§ 3.3.7 Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

§ 3.3.8 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the

Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

§ 3.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.20.1 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Multiple Prime Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports; and
- .11 Any other items the Owner may require:

To be determined, added by contract amendment as applicable

§ 3.3.20.2 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractor's work force report;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

To be determined, added by contract amendment as applicable

§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

§ 3.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 3.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, Contractor and Multiple Prime Contractors. Consent shall not be unreasonably withheld.

§ 3.3.29 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.

(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility <i>(Construction Manager, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Measured drawings	Owner / Architect	
§ 4.1.2 Architectural interior design (B252™–2007)	Owner / Architect	
§ 4.1.3 Tenant-related services	Owner	
§ 4.1.4 Commissioning (B211™–2007)	Owner	
§ 4.1.5 LEED® certification (B214™–2012)	Not applicable	
§ 4.1.6 Furniture, furnishings, and equipment design (B253™–2007)	Owner	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.

None as of the date of this contract

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
- .3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .4 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;
- .7 Assistance to the Initial Decision Maker, if other than the Architect; or
- .8 Service as the Initial Decision Maker.

§ 4.3.2 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services:

- .1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.
- .2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.
- .3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

§ 4.3.3 If the services covered by this Agreement have not been completed within thirty (30) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

Init.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.3 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

Init.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim,

dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with reasonable Reimbursable Expenses.

(Paragraphs deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2009, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

§ 10.8 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Thirty-Nine Thousand Nine Hundred (\$39,900), see Exhibit B attached to this contract

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Init.

One Million Thirty-One Thousand Nine Hundred Eighty-Eight (\$1,031,988), see Exhibit B attached to this contract. CM Construction Phase Services become fixed, not-to-exceed after Design Development.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

No additional services required by Section 4.1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation.)

No additional services required by Section 4.3.

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus zero percent (0%), or as otherwise stated below:

No additional CM consultants required.

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit B attached to this contract.

(Table deleted)

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses as scheduled in Exhibit B are included in the CM base fees. Reimbursable expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as approved by ISD 622, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 Construction Manager's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Project general conditions as approved by the Owner; and
- .11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.7 Payments to the Construction Manager

§ 11.7.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

Init.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

1.5% monthly or 8% annually

§ 11.7.3 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

None as of the date of this contract.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C132™-2009, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
 - .3 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
 - .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

AIA Document A232 – 2009 General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
Exhibit A – Project Budgets as prepared by LHB Inc.
Exhibit B – Construction Manager Service Costs, Fees and Reimbursables
Exhibit C – Insurance Certificate

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

Randy Anderson, Director of Business Services
(Printed name and title)

Mark Liska, Regional Vice President
(Printed name and title)

Richardson Elementary School Potential Projects

Richardson Elementary School \$14,745,715

6 Sections PK/6 Section K/5 Sections 1st-4th Grade
6 Sections PK/5 Section K/4 Sections 1st-5th Grade

Date: February 5, 2018

Projects Approved to Complete the Revit Models and Verification

Existing Building Area	65,215 sq ft
New Building Area	78,500 sq ft
Costs of a New Elementary School	\$ 17,662,500 excluding site costs

Narrative	70.00%	5,475	\$	5,475	LTFM	Capital Facilities Bonds	Lease Purchase	Abatement Bonds	General Fund	Food Service	Totals
Revit Model and Verification											
Added Costs					\$						\$ 5,475
<i>* indicates amount to be credited to anticipated future projects</i>											
Administration and Secure Entry											
Administration Addition											
Administration Renovation											
Demo/Construction of New Walls	\$ 31,500								\$ 31,500		\$ 31,500
Casework and Fixtures	\$ 47,500				\$						\$ 47,500
New Finishes	\$ 125,000				\$						\$ 125,000
Secure Entry Addition		\$ 75,000									\$ 75,000
Secure Entry Renovation		\$ 267,000									\$ 267,000
Demo/Construction of New Walls	\$ 15,000										\$ 15,000
Remove/Replace Existing Doors and Frames	\$ 165,000				\$						\$ 165,000
Ceilings and Electrical Systems	\$ 74,500				\$						\$ 74,500
New Finishes	\$ 12,500				\$						\$ 12,500
Special Education Suite, Nurse and Toilets											
Special Education and Nurse Renovation											
Demo/Construction of New Walls	\$ 27,500						\$ 27,500				\$ 27,500
New Toilet Rooms (Plumbing/Mechanical)	\$ 37,500						\$ 37,500				\$ 37,500
Ceilings and Electrical Systems	\$ 14,742				\$						\$ 14,742
New Finishes	\$ 19,383				\$						\$ 19,383
New Addition for Special Education	\$ 187,500						\$ 187,500				\$ 187,500
Toilet Rooms											
Demo/Construction of New Walls	\$ 44,000				\$						\$ 44,000
ADA and Added fixture for Student Counts (P)	\$ 107,000				\$				\$ 44,000		\$ 107,000
Renovated Area	\$ 45,000				\$						\$ 45,000
Mechanical Mezzanine (2,100 sq ft)		\$ 262,500			\$						\$ 262,500
Renovations for Classrooms											
Pre Kindergarten											
Renovations to Existing Rooms	\$ 187,500										\$ 187,500
Construction of New Classroom and Support	\$ 450,000						\$ 450,000				\$ 450,000
Secure Entry and Access Doors	\$ 15,750										\$ 15,750
Mechanical Mezzanine	\$ 207,000				\$						\$ 207,000
Classrooms Renovations											
2nd Grade - Classroom addition	\$ 240,000						\$ 240,000				\$ 240,000
3rd Grade - 4 rooms Inc Conversion of Music	\$ 144,000								\$ 144,000		\$ 144,000

4th Grade - 2 rooms inc Conversion of Gym	\$ 223,000				\$ 223,000
Hallway Lock-Down Doors	\$ 34,500				\$ 34,500
Construction of Replacement Stair - Dead End	\$ 126,000				\$ 126,000
Music and STEM and Accessibility					
Elevator and Associated Vestibule	\$ 126,000				\$ 126,000
Elevator and Supporting Components	\$ 525,000				\$ 525,000
Vestibules and Lobby Spaces	\$ 140,250				\$ 140,250
New Stair	\$ 90,000				\$ 90,000
Classroom Renovations					
STEM and 3 Support Spaces	\$ 184,400				\$ 184,400
Music and 3 Support Spaces	\$ 225,850				\$ 225,850
Construction of New Large Motor Skills Spac	\$ 450,000				\$ 450,000
Mechanical and Electrical Rooms	\$ 45,000				\$ 45,000
Kitchen and Central Plant					
Kitchen Renovations/Expansion	\$ 485,250				\$ 485,250
Equipment and Hoods	\$ 100,000				\$ 100,000
Walls, Doors and Flooring	\$ 37,750				\$ 37,750
Central Plant Coordination					
Room Reno/Exp to Meet Code	\$ 200,000				\$ 200,000
Mechanical Mezzanine	\$ 100,000				\$ 100,000
Trash Area	\$ 47,500				\$ 47,500
Other Building Wide Projects					
Mechanical/Electrical Systems	\$ 7,338,461				\$ 7,338,461
Mechanical System Replacement	\$ 1,092,351				\$ 1,092,351
Lighting Replacement	\$ 358,683				\$ 358,683
Switchgear, Panels and Transformer	\$ 295,645				\$ 295,645
Safety and Security	\$ 57,389				\$ 57,389
Fire Alarm and Suppression Systems	\$ 453,244				\$ 453,244
Building Controls	\$ 181,298				\$ 181,298
Technology Systems	\$ 266,841				\$ 266,841
Architectural Systems					
Exterior: Masonry Repair and Restoration	\$ 232,500				\$ 232,500
Roofing	\$ 450,000				\$ 450,000
Window Replacement	\$ 235,000				\$ 235,000
Hazardous Material Removal	\$ 1,100,000				\$ 1,100,000
Casework and Equipment (Built-In)	\$ 75,000				\$ 75,000
Interior Finishes: Floors Walls Ceilings	\$ 913,010				\$ 913,010
Door and Hardware	\$ 185,000				\$ 185,000
Graphics and Signage	\$ 35,000				\$ 35,000
Furniture Allowance	\$ 250,000				\$ 250,000
Site Improvements					
Fencing and Playground	\$ 50,000				\$ 50,000
Softball Field Repairs and Restoration	\$ 225,000				\$ 225,000
Street Landscaping/Presentation	\$ 75,000				\$ 75,000
Parking Lot Improvements and Expansion	\$ 190,000				\$ 190,000

Castle Elementary School Potential Projects

Castle Elementary School \$17,687,733

Projects Approved to Complete the Revit Models and Verification

Building Area	56,090 sq ft
New Building Area	74,290 sq ft
Costs of a New Elementary School	\$ 16,715,250 excluding site costs

Date: February 5, 2018

6 Sections PK/6 Section K/5 Sections 1st-4th Grade
6 Sections PK/6 Section K/4 Sections 1st-5th Grade

Narrative	Revit Model and Verification	LTFM	Capital Facilities Bonds				Food Service	Totals
			Lease Purchase	Abatement Bonds	General Fund			
Added Costs	70.00% \$5,088	\$ 5,088					\$ 5,088	
<i>* Indicates amount to be credited to anticipated future projects</i>								
Education Renovations/Additions	Project Costs \$ 5,288,250							
PreK Classroom and Support Areas	\$ 375,000		\$ 375,000				\$ 375,000	
Classroom Addition w/ Mezzanine	\$ 4,125,000		\$ 4,125,000				\$ 4,125,000	
Lock-Down Doors	\$ 55,000			\$ 55,000			\$ 55,000	
Art Renovations	\$ 50,000			\$ 50,000			\$ 50,000	
Classroom Renovations	\$ 75,000			\$ 75,000			\$ 75,000	
Kindergarten Renovations	\$ 60,000			\$ 60,000			\$ 60,000	
Special Educations	\$ 67,500			\$ 67,500			\$ 67,500	
Restroom Expansion and Relocation	\$ 318,750			\$ 318,750			\$ 318,750	
Library Renovations	\$ 162,000			\$ 162,000			\$ 162,000	
Support Program Renovation/Additio	Project Costs \$ 697,000							
Kitchen and Cafeteria	\$ 230,000							
Kitchen Hoods and Equipment	\$155,000	\$ 155,000					\$ 155,000	
Aux Gym Acoustics/Finishes	\$ 75,000	\$ 75,000					\$ 75,000	
Entry and Lobby	\$ 467,000							
Secure Entry Vestibule	\$132,500	\$ 82,500					\$ 82,500	
Admin Renovation	\$184,500	\$ 78,500					\$ 78,500	
Entry Addition and Canopy	\$150,000							
Other Building Wide Projects	Project Costs \$ 8,577,950							
Mechanical/Electrical Systems	\$ 2,559,900							
Mechanical System Replacement	\$938,000	\$ 938,000					\$ 938,000	
Mechanical Mezzanine	\$250,000	\$ 250,000					\$ 250,000	
Lighting Replacement	\$308,000	\$ 308,000					\$ 308,000	
Switchgear, Panels and Transforms	\$268,000	\$ 268,000					\$ 268,000	
Safety and Security	\$ 22,400	\$ 22,400					\$ 22,400	
Fire Alarm and Suppression System	\$383,600	\$ 383,600					\$ 383,600	
Building Controls	\$148,400	\$ 148,400					\$ 148,400	
Technology Systems	\$241,500	\$ 241,500					\$ 241,500	
Architectural Systems	\$ 4,123,050							

Exterior: Masonry Repair and Res \$132,500	\$	132,500				\$	132,500
Roofing	\$	1,080,000				\$	1,080,000
Hazardous Material Removal	\$	400,000				\$	400,000
Window and Door Replacement	\$	245,000				\$	245,000
Main Entry Vestibule Renovation \$ 75,000	\$	75,000				\$	75,000
Window Replacement	\$	750,000				\$	750,000
Casework and Equipment (Built-In) \$ 75,000	\$	75,000				\$	75,000
Interior Finishes: Floors and Walls \$750,000	\$	750,000				\$	750,000
Replace Folding Gym Wall	\$	27,500				\$	27,500
Gym Floor Replacement	\$	52,300				\$	52,300
Ceiling Repairs and Replacement \$247,500	\$	247,500				\$	247,500
Door and Hardware	\$	63,250				\$	63,250
Graphics and Signage	\$	25,000				\$	25,000
Furniture Allowance	\$	200,000				\$	200,000
Site Improvements	\$	1,895,000				\$	1,895,000
Entry Canopy and Sidewalks	\$	215,000				\$	215,000
Bus Loop Front of Building	\$	185,000				\$	185,000
Expand Parking Lot	\$	250,000				\$	250,000
Stormwater/Parking	\$	145,000				\$	145,000
Stormwater/Building	\$	165,000				\$	165,000
Expand Play Area and Green Space \$250,000	\$	250,000				\$	250,000
Site Work and Restoration/Addition \$250,000	\$	250,000				\$	250,000
Lawns, Fencing, Landscaping	\$	50,000				\$	50,000
Graphics and Signage	\$	25,000				\$	25,000
Subtotal	\$	7,394,126	\$	4,725,000	\$	2,269,250	\$
Soft Costs	\$	184,853	\$	118,125	\$	6,250	\$
Contingencies	\$	739,413	\$	472,500	\$	25,000	\$
Professional Fees	\$	616,023	\$	393,652	\$	20,828	\$
Totals	\$	8,934,415	\$	5,709,277	\$	302,078	\$
							\$
							2,741,963

Exhibit B

Pre-Construction Services				
	Start Date:		March 12, 2018	
	Finish Date:		February 18, 2019	
Description	Quantity	Unit	Unit Cost	Total
Project Executive/Principle-In-Charge	0	HRS	\$ 140	\$ -
Senior Preconstruction Mgr - Patrick Sims	380	HRS	\$ 105	\$ 39,900
General Superintendent	0	HRS	\$ 130	\$ -
Sr. Superintendent	0	HRS	\$ 130	\$ -
Sr. Superintendent	0	HRS	\$ 130	\$ -
Project Manager	0	HRS	\$ 80	\$ -
Assist PM / Field Engineer	0	HRS	\$ 70	\$ -
Safety Director	0	HRS	\$ 90	\$ -
Administrative Assistant	0	HRS	\$ 65	\$ -
BIM Coordinator/Modeler	0	HRS	\$ 100	\$ -
Estimator	0	HRS	\$ 85	\$ -
Total Preconstruction Services Cost				\$ 39,900

Note: Preconstruction Duration Based on 11 Months - March 12, 2018 to February, 2019

Construction Phase / Site Services				
	Start Date:		February 18, 2019	
	Finish Date:		January 6, 2020	
Description	Quantity	Unit	Unit Cost	Total
Project Executive/Principle-In-Charge	0	HRS	\$ 140	\$ -
Senior Preconstruction Manager	0	HRS	\$ 105	\$ -
General Superintendent	0	HRS	\$ 130	\$ -
Sr. Superintendent - Tom Dyhkoff (Richardson)	1732	HRS	\$ 130	\$ 225,160
Sr. Superintendent - Mike Elsnes (Castle)	1732	HRS	\$ 130	\$ 225,160
Project Manager - David Jaeger	1732	HRS	\$ 80	\$ 138,560
Assist PM / Field Engineer - Zach Hermer	694	HRS	\$ 70	\$ 48,580
Safety Director	0	HRS	\$ 90	\$ -
Administrative Assistant	210	HRS	\$ 55	\$ 11,550
BIM Coordinator/Modeler - Beth Nde	80	HRS	\$ 100	\$ 8,000
Monthly Reimbursables*	10			\$ 59,080
Builders Risk Insurance	By ISD 622			\$ -
Total Construction Phase / Site Services Cost				\$ 716,090

Note: Construction Duration Based on 10 Months - February 18, 2019 to January 6, 2020

Construction Management Fee			
Construction Management Fee - Richardson Elementary			\$ 138,795
Based on 1.25% hard construction cost of \$ 11,103,561			
Construction Management Fee - Castle Elementary			\$ 177,104
Based on 1.25% hard construction cost of \$ 14,168,288			

Total Lump Sum Preconstruction / Construction Phase & CM Fees - Professional Services	\$ 1,071,888
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***Reimbursables Include:**

1) Jobsite Trailer/Office - Richardson	\$ 760.00
2) Jobsite Trailer/Office - Castle	\$ 760.00
3) Jobsite Trailer Move In/Out - Richardson	\$ 370.00
4) Jobsite Trailer Move In/Out - Castle	\$ 370.00
5) Job Site Office Equipment & Technology - Richardson	\$ 800.00
6) Job Site Office Equipment & Technology - Castle	\$ 800.00
7) Job Site Office Supplies - Richardson	\$ 250.00
8) Job Site Office Supplies - Castle	\$ 250.00
9) Jobsite Trailer Sanitation - Richardson	\$ 180.00
10) Jobsite Trailer Sanitation - Castle	\$ 180.00
11) General Liability Insurance - CM Service Cost Only	\$ 1,188.00
Total Monthly Reimbursables	\$ 5,908.00

Employment

First Name	Last Name	Employed as	Building	Effective	Pay Rate	Per
Ryan	Abrahamson	Baseball - Assistant Coach	Tartan	3/19/18	\$3,799.31	Assignment
Jason	Arndt	Boys Tennis - JV Coach	Tartan	3/26/18	\$3,606.12	Assignment
Kelly	Ayd	BSN	Dec	4/3/18	\$31.93	Hour
Megan	Bartel	Softball - Head Coach	John Glenn	3/19/18	\$1,779.20	Assignment
Douglas	Berfeldt	Baseball - Assistant Coach	Tartan	3/19/18	\$4,443.26	Assignment
James	Boyle	Girls Track - Head Coach	Tartan	3/19/18	\$6,053.13	Assignment
Pamela	Brandt	Adapted Bowling - Head Coach	Tartan	3/19/18	\$5,666.76	Assignment
Tiane	Bridgeman	Adapted Bowling - Assistant Coach	North	3/13/18	\$3,799.31	Assignment
James	Butler	Boys Track - Assistant Coach	Tartan	3/19/18	\$2,092.84	Assignment
Julie	Cazett	Track - Assistant Coach	Maplewood	3/20/18	\$1,616.80	Assignment
Dan	Chapman	Boys Track - Assistant Coach	Tartan	3/19/18	\$3,214.15	Assignment
Cliff	Charpentier	Softball - Co-Head Coach	North	3/12/18	\$5,505.77	Assignment
Gerald	Diebel	Boys Tennis - Head Coach	North	3/29/18	\$5,280.39	Assignment
Elizabeth	Donohue	Tennis - Head Coach	Maplewood	3/20/18	\$1,779.20	Assignment
Jessica	Dooley-Semple	Softball - Head Coach	Tartan	3/12/18	\$5,924.34	Assignment
Matthew	Duffee	Boys Track - Head Coach	Tartan	3/19/18	\$6,053.13	Assignment
Michael	Ericson	Softball - Assistant Coach	North	3/12/18	\$3,100.00	Assignment
Jean	Estes	Girls Lacrosse - Assistant Coach	North	4/2/18	\$3,412.94	Assignment
Richard	Estes	Girls Lacrosse - Co-Head Coach	North	4/2/18	\$5,666.76	Assignment
Tyrone	Evans	Girls Track - Assistant Coach	Tartan	3/19/18	\$4,314.47	Assignment
Jackson	Farley	SPED Building Para	North	4/2/18	\$14.51	Hour
Kathryn	Fini	Girls Track - Assistant Coach	North	3/12/18	\$1,819.16	Assignment
Ray	Fini	Track - Head Coach	Maplewood	3/20/18	\$1,779.20	Assignment
Eric	Follensbee	Para - Lunch/Recess Monitor	Cowern	3/16/18	\$13.70	Hour
Lawrence	Fronczak	Boys Tennis - Head Coach	Tartan	3/26/18	\$5,151.60	Assignment
Mark	Gatzke	Baseball - Assistant Coach	Tartan	3/19/18	\$4,056.89	Assignment
Raymond	Gilman	Head Engineer	Tartan	3/12/18	\$25.87	Hour
Gavin	Graham	Boys Track - Assistant Coach	John Glenn	3/19/18	\$1,616.80	Assignment
Brady	Grewe	Boys Track - Head Coach	John Glenn	3/19/18	\$1,779.20	Assignment
Robert	Hackney	Girls Track - Assistant Coach	North	3/12/18	\$4,185.68	Assignment
Allison	Hannon	Girls Track - Assistant Coach	North	3/12/18	\$1,819.16	Assignment
Glenn	Hansen	Adapted Bowling - Assistant Coach	Tartan	3/19/18	\$1,964.05	Assignment
David	Harrigan	Baseball - Assistant Coach	Tartan	3/19/18	\$3,509.53	Assignment
Paul	Hazzard	Girls Golf - Head Coach	North	3/19/18	\$5,151.60	Assignment
Michael	Head	Softball - Assistant Coach	Tartan	3/12/18	\$3,412.94	Assignment
Robert	Horner	Softball - Assistant Coach	North	3/12/18	\$4,572.05	Assignment
Michael	Houston	Girls Golf - Assistant Coach	Tartan	3/26/18	\$2,962.17	Assignment
Kaitlyn	Huaire	Softball - Head Coach	Skyview Mid	3/19/18	\$1,779.20	Assignment
Paul	Huseby	Building Supervisor	District-wide	3/17/18	\$17.08	Hour
Martha	Jacobson	Softball - Head and Assistant Coach	Maplewood	3/20/18	\$1,698.00	Assignment
Vicki	Kapaun	Girls Track - Head Coach	Skyview Mid	3/19/18	\$1,779.20	Assignment
Susan	Kelnberger	Girls Track - Assistant Coach	Skyview Mid	3/19/18	\$1,616.80	Assignment

Sarah	Kennis	Softball - Head Coach	John Glenn	3/19/18	\$1,779.20	Assignment
Amy	Krier	Adapted Bowling - Assistant Coach	Tartan	3/19/18	\$1,964.05	Assignment
Kriss	Kringle	Softball - Assistant Coach	North	3/12/18	\$1,000.00	Assignment
Ronald	Kruschwitz	Girls Track - Assistant Coach	John Glenn	3/19/18	\$808.40	Assignment
Ryan	Larson	Girls Track - Head Coach	John Glenn	3/19/18	\$1,779.20	Assignment
Alex	Leitch	Boys Lacrosse - Assistant Coach	Tartan	4/2/18	\$3,992.49	Assignment
Colin	Leitch	Boys Lacrosse - Assistant Coach	Tartan	4/2/18	\$4,121.28	Assignment
Ronald	Lese	PT Driver	Bus Garage	4/9/18	\$19.57	Hour
Kevin	Lindhahl	Boys Lacrosse - Head Coach	Tartan	4/2/18	\$6,181.92	Assignment
Kristin	Lodahl	Softball - Assistant Coach	Tartan	3/12/18	\$1,706.47	Assignment
Eric	Longtin	Boys Track - Assistant Coach	North	3/12/18	\$4,314.47	Assignment
Jared	Lyle	Baseball - Head Coach	John Glenn	3/19/18	\$1,779.20	Assignment
Natalie	MacDonald	Girls Track- Assistant Coach	Tartan	3/18/18	\$3,670.52	Assignment
Dominic	Mahon	Girls Track - Assistant Coach	North	3/12/18	\$3,928.10	Assignment
Gabby	Mariano	Softball - Assistant Coach	North	3/12/18	\$1,500.00	Assignment
Alyssa	McGauhey	Preschool EA	Beaver Lake	4/9/18	\$14.17	Hour
Prudence	McQuiston	Adapted Bowling - Head Coach	North	3/13/18	\$5,666.76	Assignment
Stephen	Moore	Girls Softball- Assistant Coach	Tartan	3/12/18	\$2,500.00	Assignment
Michael	Moore	PT Driver	Bus Garage	3/1/18	\$19.00	Hour
Mai See	Moua	HR Assistant	DEC	4/2/18	\$16.00	Hour
Amy	Mousel	Girls Golf- Head Coach	Tartan	3/26/18	\$4,636.44	Assignment
Thomas	Nemo	Softball - Co-Head Coach	North	3/12/18	\$5,505.77	Assignment
Jamie	Oliver	Boys Track - Assistant Coach	North	3/12/18	\$4,314.47	Assignment
Sara	Palchik	Track - Assistant Coach	Maplewood	3/20/18	\$1,616.80	Assignment
James	Pearson	Boys Golf - Head Coach	North	3/19/18	\$5,280.39	Assignment
Lennard	Rambo Jr.	Softball - Assistant Coach	North	3/12/18	\$2,500.00	Assignment
William	Raymond	Boys Tennis- Assistant Coach	North	3/26/18	\$3,863.70	Assignment
Matthew	Rethaber	SPED Building Para	Oakdale	4/16/18	\$14.85	Hour
Audra	Richards	Girls Track- Assistant Coach	Tartan	3/19/18	\$2,640.20	Assignment
Edward	Roberts	Boys Track- Assistant Coach	Skyview Middle	12/18/17	\$1,616.80	Assignment
Ken	Russ	Baseball - Head and Assistant Coach	Maplewood	3/20/18	\$1,698.00	Assignment
Curt	Russell	Baseball - Head Coach	Tartan	3/19/18	\$6,439.50	Assignment
Daniel	Salava	Girls Track - Assistant Coach	North	3/12/18	\$4,314.47	Assignment
Amanda	Scherling	Boy Tennis- Assistant Coach	Skyview Middle	3/19/18	\$1,616.80	Assignment
Donald	Schuette	Boys Track - Assistant Coach	Tartan	3/19/18	\$2,608.00	Assignment
Jerome	Schwalbach	Baseball - Head Coach	Skyview Mid	3/19/18	\$1,779.20	Assignment
Renee	Semonick	Girls Track - Assistant Coach	John Glenn	3/19/18	\$808.40	Assignment
Chris	Sloan	Baseball - Head and Assistant Coach	Maplewood	3/20/18	\$1,698.00	Assignment
Shannon	Smith	Adapted Bowling - Assistant Coach	Tartan	3/19/18	\$3,670.52	Assignment
Michael	Strachota	Baseball - Head Coach	Skyview Mid	3/19/18	\$1,779.20	Assignment
Charles	Tabaka	Boys Lacrosse - Assistant Coach	Tartan	4/2/18	\$1,803.06	Assignment
Kyle	Taylor	Boys Track - Head Coach	Skyview Mid	3/19/18	\$1,779.20	Assignment
Timothy	Tekautz	Baseball - Head and Assistant Coach	Maplewood	3/20/18	\$1,698.00	Assignment
Dave	Terry	Boys Track - Assistant Coach	North	3/12/18	\$4,314.47	Assignment
Thomas	Thole	Softball - Assistant Coach	North	3/12/18	\$4,572.05	Assignment

Jennifer	Thomas	Girls Track - Assistant Coach	John Glenn	3/19/18	\$1,616.80	Assignment
Andrew	Thompson	Tennis - Head Coach	Skyview Mid	3/19/18	\$1,779.20	Assignment
Robert	Veitch	Boys Lacrosse - Assistant Coach	Tartan	4/2/18	\$1,803.06	Assignment
Anna	Vitale	Avid Tutor	District-wide	2/27/18	\$15.00	Hour
Choua	Vue	Building EA	Skyview Middle	4/2/18	\$14.17	Hour
Todd	Wallert	Boys Track - Head Coach	North	3/12/18	\$5,537.97	Assignment
Todd	Wallert	Girls Track - Head Coach	North	3/12/18	\$6,310.71	Assignment
Talia	Warner	Girls Lacrosse-Assistant Coach	North	4/2/18	\$3,541.73	Assignment
Rashad	Watkins	Baseball - Head and Assistant Coach	Maplewood	3/20/18	\$1,698.00	Assignment
Meredith	Weincouff	Boys Tennis - Head Coach	John Glenn	3/19/18	\$1,779.20	Assignment
Katherine	Wirth	Track - Assistant Coach	Maplewood	3/20/18	\$1,616.80	Assignment
Mark	Woodcock	Boys Track - Assistant Coach	North	3/12/18	\$4,314.47	Assignment
Darrell	Zieske	Girls Softball- Co-Head Coach	Skyview Middle	3/19/18	\$1,698.00	Assignment
Craig	Zupko	Trap Team- Head Coach	North	4/5/18	\$2,443.00	Assignment

Status Change

First Name	Last Name	From	To	Effective	Pay Rate	Per
Enola	Davis	SPED Building Para	Para Monitor	4/2/2018	\$15.02	Hour
Kevin	Lindahl	Bus Driver/Custodian	FT Custodian	4/9/2018	\$22.89	Hour
Mary	Renstrom	Dispatch/Driver	Transportation Coordinator	4/16/2018	\$65,000	Year

Leave of Absence

First Name	Last Name	Assignment	Building	Leave Type	Dates
David	Anderson	Para	Castle	Child Care LOA	03/21/18-04/06/18
Diane	Engebretson	Teacher	John Glenn	Child Care LOA	04/26/18-06/08/18
Kate	Kisil	Para	Cowern	Child Care LOA	04/18/18-06/08/18
Kathryn	Lewandowski	Teacher	Richardson	Child Care LOA	05/07/18-06/08/18
Emily	Mobeck	Teacher	Castle	Child Care LOA	05/01/18-06/08/18
Rebecca	Zack	EA	Skyview Elementary	Child Care LOA	05/28/18-06/08/18

Resignation

*	First Name	Last Name	Assignment	Building	Effective
*	Kathleen	Albert	Clerical - Account Clerk	North	6/29/2018
	Manuel	Alderete	BIA	Webster	3/16/2018
	Tena	Antenhe	Avid Tutor	District-wide	2/26/2018
	Rose	Barbara	Avid Tutor	District-wide	3/12/2018
	Tessa	Bitker	Preschool EA	Webster	6/7/2018

	Celesta	Curran	Child Care Para	Eagle Point	3/21/2018
	Kylene	Dmochowski	SPED Resource Teacher	Maplewood	6/8/2018
	Bryanne	Hang	Avid Tutor	District-wide	4/2/2018
	Janimah	Igwacho	Avid Tutor	District-wide	2/12/2018
	Jeanelle	Kummer	Preschool EA	Beaver Lake	3/15/2018
	Abigail	Larson	1:1 SPED Para	John Glenn	6/7/2018
	Derrick	Mallett II	Intervention EA	Webster	6/7/2018
	Angela	Navarro	PT Bus Driver	Bus Garage	4/10/2018
*	Nancy	Olson	Language Arts Teacher	Tartan	6/8/2018
	Sue	Park	Food Service - Short hour	North	3/30/2018
*	Penny	Perry	MTSS	DEC	6/30/2018
*	Kathleen	Petschen	EA Media Specialist	Carver	6/7/2018
	Kari	Reubish	Clerical - Office Coordinator	Weaver	4/20/2018
	Karena	Rother	BSN	DEC	3/1/2018
	Lakrisha	Thompson	PT Bus Driver	Bus Garage	4/13/2018
*	Colleen	Wergin	Clerical - Student Services Clerk	Next Step	7/2/2018
	David	White	Kindergarten Teacher - One Year Only	Weaver	2/15/2018

IV. H. BID AWARDS

Sealed bids were solicited as required by law for goods and services listed below. The bids were opened and tabulated by the Business Office and are recommended for award to the lowest responsible bidders. Bid tabulations are on file in the Business Office.

Therefore, the Director of Business Services recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District No. 622 that contracts be awarded as follows:

<u>For</u>	<u>Vendor</u>	<u>#Bids</u>	<u>Fund</u>	<u>Amount</u>
CARVER METAL PANEL REPLACEMENT & MASONRY REPAIR/REPLACEMENT	JPMI CONSTRUCTION	6	1	\$149,980.00
NUTRITION SERVICES-DAIRY PRODUCTS	DEAN FOODS	2	1	\$194,993.89
NUTRITION SERVICES-DISPOSABLE PRODUCTS	TRIO SUPPLY COMPANY	2	1	\$245,121.35



PERFORMANCE
DRIVEN DESIGN.
LHBcorp.com

PROJECT TITLE: ISD 622 North St Paul Maplewood Oakdale
Metal Panel Replacement & Masonry Repair/ Replacement Deferred Maintenance 2018

BID CLOSE: 03/15/18 @ 2:00 pm

BID TABULATION

BIDDER	ADDENDA	BID BOND	RESPONSIBLE CONTRACTOR	Lump Sum	UNIT PRICE #1 Brick Repointing per Square Foot	UNIT PRICE #2 New Masonry Control Joint per square foot	UNIT PRICE #3 Brick Replacment per Brick	UNIT PRICE #4 Control Joint Replacment - per Lineal Foot	COMMENTS
Building Restoration Corporation				\$ -	\$ -	\$ -	\$ -	\$ -	
Derau Construction	✓	✓	✓	\$ 212,500.00	\$ 30.00 -	\$ 15.00 -	\$ 150.00 -	\$ 12.00 -	
American Masonry				\$ -	\$ -	\$ -	\$ -	\$ -	
The Caulkers Co				\$ -	\$ -	\$ -	\$ -	\$ -	
Meisinger Construction	✓	✓	✓	\$ 276,000.00	\$ 75.00 -	\$ 35.00 -	\$ 40.00 -	\$ 9.00 -	
A&L Construction	✓	✓	✓	\$ 286,500 -	\$ 35.00 -	\$ 25.00 -	\$ 40.00 -	\$ 25.00 -	
AJ Spanjers				\$ -	\$ -	\$ -	\$ -	\$ -	
JPMI Construction	✓	✓	✓	\$ 149,980 -	\$ 25.00 -	\$ 15.00 -	\$ 40.00 -	\$ 15.00 -	
TMG Construction, Inc.	✓	✓	✓	\$ 154,000.00 -	\$ 14.00 -	\$ 12.60 -	\$ 34.75 -	\$ 12.60 -	
Morcon Construction	✓	✓	✓	\$ 192,300.00	\$ 16.50 -	\$ 11.00 -	\$ 38.50 -	\$ 7.70 -	

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BID TALLY SHEET

BID FOR: DISPOSABLE PRODUCTS

DATE: 07/10/08—10:00 A.M.

			VENDOR	VENDOR	VENDOR	VENDOR
			Trio Supply Company	American Pride Paper & Plastic		
ITEMS	USAGE/ UNIT	BID BOND	Yes	Yes		
Cup: polystyrene, PC400, 2500/case	60 case		43.89	32.98		
Glove: Synthetic Medium TNQ14	150 case		30.77	20.49		
Glove: Synthetic Large TNQ16	130 case		30.77	20.49		
Towels: disposable, woven, cotton item 3001924, paper white, sample for approval, 18 x 24, 150/case, 20# case	100 case		\$6.10/ 122.00			
Tray: white foam, 2S, 8.25 x 5.75 x 5.75, 500/case	100 case		15.55			

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			VENDOR	VENDOR	VENDOR	VENDOR
ITEMS	USAGE/ UNIT					
Trays: 12-1/2 x 7-3/8, foam, polystyrene, 16S, 250/case	75 case		15.96			
Cup: water/juice, 5 oz., 5N25, polystyrene, translucent, 2500/case	50 case		34.09 RK5 Fabri-Col			
Plate: polystyrene, foam, 6, 6PWC, 1000/count	75 case		17.85			
Roll Napkin: 6000 per case	80 case		45.85			
Aluminum Foil; roll, 18" x 500", .001 GA heavy duty	50 roll		25.79	16.98		
Film: plastic wrap, 18" x 2000', heavy gauge	60 roll		20.80			
Film: wrap, perforated, Cling 12 x 12,	50 case		12.96			
Tray: food, 2.5 lb., #35250, 2/250 per case	50 case		14.77			

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Lunch Trays: polystyrene, 5 compartment, 10500	3500 case		23.80			
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			VENDOR	VENDOR	VENDOR	VENDOR
ITEMS	USAGE/ UNIT					
Lunch Trays Biodegradable, 5 Compartment	100 case		48.87			
Dish Soap: 5-gallon container Dawn	40 gallon		75.10			
Pan Liner: 6" hotel pan liner, 1/50 box, 42002	120 case		25.46			
Pan Liner: 4-6" half pan liner, 1/50 box	60 case		23.96			
Pan Liner 28x116	150 case		30.94			
Utensil Pack Biodegradable Fork, Spoon, Napkin, Straw	100 case		50.90 250/case Max Pkg			
Cup: Styrofoam polystyrene, 8 oz., 1000/case, Squat, 8SJ20	50 case		44.30			

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			VENDOR	VENDOR	VENDOR	VENDOR
ITEMS	USAGE/ UNIT					
Clear Hinge Container: salad, 24 oz. AD24, clear plastic, 200/case	50 case		37.26			
Container: clear hinged carry out, 1/250 case, 9 x 8 x 2.75	150 case		51.09 C95PSTI			
Utensil Packets: fork, spoon, napkin, and straw 500 count #3702	4000 case		21.95	12.26		
Clamshell Clear Salad Combo: 3565C, 250 count, 6.5 x 5 x 1.5	60 case		55.48 C24DCPR			

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BID TALLY SHEET

BID FOR: NUTRITION SERVICES - DAIRY PRODUCTS

DATE: 4/10/2018 – 2:00 PM

	VENDOR		VENDOR		USAGE
	Kemps		Dean Foods		
BID BOND	yes		yes		
SIGNED AFFIDAVIT	yes		yes		
ITEMS	FIXED BID PRICE	ESCALATING BID PRICE	FIXED BID PRICE	ESCALATING BID PRICE	
<u>MILK:</u>					
WHOLE WHITE MILK, ½ PINT	n/a	.171	.1990	.1905	0
2% WHITE MILK, ½ PINT	n/a	.158	.1780	.1730	250
1% WHITE MILK, ½ PINT	n/a	.144	.1460	.1420	424,422
CHOCOLATE FLAVORED SKIM MILK, ½ PINT (NOT TO EXCEED 18 GRAMS OF SUGAR)	n/a	.145	.1480	.144	611,850
STRAWBERRY FLAVORED MILK, ½ PINT	n/a	n/a	.1683	.1653	168,912
SKIM MILK, ½ PINT	n/a	.136	.139	.136	91,787
LACTOSE FREE MILK, ½ PINT	n/a	.689	.6839	.6539	6,233
2% WHITE MILK, 1 GALLON	n/a	2.728	2.5369	2.12	52
<u>OTHER DIARY PRODUCTS:</u>					
COTTAGE CHEESE, 2# CONTAINER		2.771-22 oz.		4.813-3 LB	0
COTTAGE CHEESE, 5# CONTAINER		7.046		7.6390	260
TOTAL	\$168,625.90		\$167,072.74		
			\$194,993.89 w/Strawberry		

59

BID/RFP CALENDARS

<u>NAME OF BID</u>	<u>BID OPENING</u>	<u>BOARD MEETING</u>
CARVER ELEMENTARY SCHOOL METAL PANEL REPLACEMENT & MASONRY REPAIR/REPLACEMENT	3/15/2018	4/24/2018
NUTRITION SERVICES – DAIRY PRODUCTS	4/10/2018	4/24/2018
NUTRITION SERVICES – DISPOSABLE PRODUCTS	4/12/2018	4/24/2018

<u>NAME OF RFP</u>	<u>RFP DUE DATE/TIME</u>	<u>BOARD MEETING</u> (if applicable)

“Notice to Bidders” can be found on ISD 622 website at www.isd622.org. Click on “New Bid/RFP Posted” Quick Link to see a complete listing of Bids and RFPs.

Note: RFP’S have a due date/time only. There is not a formal opening or reading of the proposals unless noted. Bids have a due date/time and room location for the formal opening and reading of the bids.

**Minnesota Department of Human Rights and ISD 622
Collaboration Agreement**

The Minnesota Department of Human Rights (Department) is the agency of the State of Minnesota responsible for enforcing the Minnesota Human Rights Act.

Independent School District 622 (District) provides public education to school aged children within its district and has Core Values as part of its December 2016 Strategic Plan which states that the District believes that:

- Strong communities are inclusive and value diversity.
- Trust and transparency are essential to healthy and enduring relationships.
- Continuous learning and service to others are imperative to individual and community progress.
- Individuals learn and thrive through connections in a safe, caring and supportive environment.
- Every individual has incredible potential and equal intrinsic value.
- High expectations with appropriate supports result in growth.
- School family and community partnerships enhance and support learning.

The Mission set forth in the Strategic Plan is that the District will commit each day to develop and empower lifelong learners who thrive in diverse communities. The District Mission Outcomes include that each learner will use creativity, critical thinking and intercultural competence to address real world challenges and to close the achievement gap for all student groups.

It is the State of Minnesota's mission to provide a system for lifelong learning, to ensure individual academic achievement, an informed citizenry, and a highly productive workforce. This system focuses on the learner, promotes and values diversity, provides participatory decision-making, ensures accountability, models democratic principles, creates and sustains a climate for change, provides personalized learning environments, encourages learners to reach their maximum potential, and integrates and coordinates human services for learners. The public schools of this state shall serve the needs of the students by cooperating with the students' parents and legal guardians to develop the students' intellectual capabilities and lifework skills in a safe and positive environment: Minn. Stat. §120A.03.

The Department and District share mutual goals to ensure:

- Learning occurs in safe and supportive environments;
- Every student has an equal opportunity to fully participate in and to succeed in a quality education; and
- The District applies its student discipline policies and procedures in a non-discriminatory manner.

The Department and District have a strong commitment to:

- Work together on behalf of all Minnesota students to ensure their success; and
- Collaborate and use their best efforts to improve student academic achievement by reducing the disparate suspension and expulsion outcomes for students from racial minority communities and students with disabilities.

The Department and District acknowledge that the unnecessary use of exclusionary discipline can have serious, long term, and detrimental effects on student engagement and academic achievement.

The Department and District acknowledge that teachers and students deserve school environments that are safe, supportive and conducive to teaching and learning.

The Department and District recognize that there are many strategies that can be implemented within a school environment and that the District should have the ability to select the specific strategy it feels is best for its school community.

The Department and District recognize that there several federal and state educational mandates for the District to achieve. The Department and District recognize that the District should have flexibility in crafting a plan that is best suited for its school community.

The Department and District recognize that enhanced alignment of government programs and services seeking to assist low income households and eliminate homelessness may have a positive impact on reducing behaviors that could result in suspension and expulsion.

The Department and District recognize that the Department will affirmatively seek to assist the District in securing resources among private foundations, private businesses and governmental units to support efforts within the District to reduce the need to suspend or expel students.

Therefore, the Department and District, collectively referred to as Parties, agree as follows:

1. The District has developed and submitted to the Department a Strategic Plan, which is attached as Exhibit A to this Agreement. The District will obtain input from students, parents, and teachers to obtain qualitative data on a regular and on-going bases concerning the plan identified in Exhibit A and will provide the Department with information on the District's engagement efforts and if input from stakeholders was utilized.
2. The District will submit reports to the Department regarding implementation of its Plan in September and February of each year. The reports will address activity for the preceding school year.
3. At a minimum, the report will include the following information for each strategy the Plan identified:
 - a. The intended outcomes;
 - b. Specific steps the District took to implement the strategy;
 - c. Metrics the District developed to measure the effectiveness of the strategy; and
 - d. Any changes implemented by the District in light of results in the reporting period.
4. The annual report will also include suspension data broken down by category as provided to the Assistant Superintendent by each Principal as discussed within the monitoring progress section of the Plan. The suspension data will not identify specific students
5. The Department, in collaboration with MDE, School Districts and Charter Schools, will create a Diversion Committee during the 2017-2018 school year. The District will designate a representative or representatives to serve on the Diversion Committee.

6. The purpose of the Diversion Committee is to review and analyze aggregate suspension data of school districts and charter schools and to develop and create best practices for reducing suspension and expulsion rates for students of color and students with disabilities.
7. The Diversion Committee may consider creating subcommittees as necessary to meet its purpose, which could include the following:
 - a. DIRS – Create greater clarity for schools on the conduct schools should report to MDE;
 - b. Strategies– Best practices for understanding, teaching, evaluating, and monitoring implementation of strategies;
 - c. Implicit Bias – Best practices for understanding, teaching, evaluating, and monitoring implementation of implicit bias education; and
 - d. Engagement – Best practices for ensuring student, teacher, and community involvement that leads to qualitative assessment.
8. The Diversion Committee will provide information and recommendations to the Department. Based on the information and recommendations made by the Diversion Committee, the Department will:
 - a. Coordinate external stakeholders to drive toward community based solutions;
 - b. In collaboration with MDE, publish technical guidance on best practices to reduce suspension and expulsion disparities for students of color and students with disabilities;
 - c. Facilitate conversations with other government units to explore ways to eliminate duplication of services, barriers for families and students, and improve data sharing;
 - d. Facilitate a legislative policy report;
 - e. Provide technical assistance on civic engagement;
 - f. Provide feedback to District on policies, efforts to reduce suspensions, and data analysis; and
 - g. Use its best efforts to secure resources from private foundations, private businesses, and other governmental units, such as MDE, Minnesota Department of Human Services, Minnesota Department of Health, public housing agencies, and counties.
9. The Parties acknowledge that the release of information concerning this matter is governed by the Act, the Minnesota Government Data Practices Act, Minn. Stat. §§ 13.03 *et. seq.*, and the Official Records Act, Minn. Stat. §§ 15.17 *et. seq.*
10. The Parties agree that the Department may make public: (a) the terms of this Collaboration Agreement and (b) the information identified as public data in Minn. Stat. § 363A.35. The Parties agree to attempt to work collaboratively on any press releases and responses to media inquiries concerning this Collaboration Agreement.
11. If a Court of competent jurisdiction, for any reason, holds any part of this Collaboration Agreement invalid, unlawful or otherwise unenforceable, such decision shall not affect the validity of any other part of the Collaboration Agreement.
12. The parties have mutually agreed to enter into this Collaboration Agreement to work together on a nation-wide and state-wide issue. This Collaboration Agreement is not an indication or an admission

of any liability or wrongdoing by or on behalf of either party. The Department has not made a probable cause discrimination finding against the District and has not found a violation of the Act.

13. This Collaboration Agreement begins on the date that the parties execute it and ends with the submission of the report on September 1, 2021 for the 2020-2021 academic year.
14. The parties to this Collaboration Agreement acknowledge that they have read and have gained an understanding of the terms of the Collaboration Agreement, that legal counsel has represented them or they had the opportunity to retain legal counsel, and they are voluntarily entering into this Collaboration Agreement.
15. This Collaboration Agreement may be executed in multiple counterparts, which shall be construed together as if one instrument. In addition, any party shall be entitled to rely on an electronic copy of a signature as if it were the original. The parties have caused this Collaboration Agreement to be signed on the dates opposite their signatures.
16. Minnesota law will govern the construction and interpretation of this Collaboration Agreement. No rule of strict construction shall apply against either Party as both Parties equally drafted the Collaboration Agreement. The Parties agree that any action regarding interpretation or adherence to the terms of the Collaboration Agreement shall be filed in Ramsey County district court.
17. If either party believes that the other is in material breach of this Collaboration Agreement, that party will notify the other in writing and will identify the specific provisions of this Collaboration Agreement the party believes has been breached. The party will request a meeting with the other to resolve the outstanding issue. The party shall only initiate judicial proceedings to enforce this Collaboration Agreement if the parties reach an impasse after negotiating in good faith for 30 days.
18. To the extent consistent with State and Federal law, nothing in this Collaboration Agreement prevents the Department from requesting information from the District.

Date

Michelle Yener, School Board Chair

Date

Theresa Auge, School Board Clerk

4/18/18

Date



Kevin Lindsey, Commissioner
Minnesota Department of Human Rights

Exhibit A
Strategies for Reducing Student Suspensions

ISD 622 Core Values: We believe that:

- Strong communities are inclusive and value diversity.
- Trust and transparency are essential to healthy and enduring relationships.
- Continuous learning and service to others are imperative to individual and community progress.
- Individuals learn and thrive through connections in a safe, caring, and supportive environment.
- Every individual has incredible potential and equal intrinsic value.
- High expectations with appropriate supports result in growth.
- School, family, and community partnerships enhance and support learning.

ISD 622 Mission: We commit each day to develop and empower lifelong learners who thrive in diverse communities.

Strategies for Reducing Student Suspensions

Action Step	Person Responsible	By When
Positive School Climate	Board of Education	Ongoing
Periodic review of student handbooks and applicable district policies	Assistant Superintendent	2020-2021
Program evaluation of positive school climate programs and practices.	Assistant Superintendent	Ongoing
Active supervision during all passing periods	Assistant Superintendent	2019-2020
District Wide Restorative Practice plan	Superintendent	2019-2020
Developing positive student to student and staff to student relationships: Responsive Classroom, Developmental Design, Link Crew, Web Link, AVID	Assistant Superintendent	Ongoing
Student identity projects	Assistant Superintendent	Ongoing

Olweus Bullying Prevention Program	Assistant Superintendent	Began 2011-2012; Ongoing
Quarterly Meetings with School Resource Officers. The School Resource Officers are not involved in the decision-making regarding the discipline of students.	Assistant Superintendent	Beginning 2018-2019
Professional Development/Curriculum	Person Responsible	By When
Teachers, administrators, and support staff trained in Culturally Responsive Teaching practices, which includes cultural awareness and anti-bias training	Director of Teaching & Learning	Ongoing
Instructional Coaches at all sites have extended training in Culturally Responsive Teaching practices and support teacher implementation	Director of Teaching & Learning	Ongoing
All district subject area teams conduct an audit of current culturally responsive instructional practices	Director of Teaching & Learning	2017-2018
All district subject area teams set goals for improving culturally responsive instructional practices	Director of Teaching & Learning	Beginning 2018-2019
All district subject area teams conduct an audit of culturally responsive curriculum resources	Director of Teaching & Learning	2017-2018
All district subject area teams set goals for improving culturally responsive curriculum resources	Director of Teaching & Learning	Beginning 2018-2019
Trauma Informed Care training for all professional staff	Director of Student Services	Began 2016-2017; Ongoing
Crisis Prevention Intervention for Special Education staff and administrators	Director of Student Services	Ongoing
Behavior strategies and management training for classroom teachers	Director of Student Services	Began 2015-2016; Ongoing
Behavior Coaches for elementary and secondary who work with teachers	Director of Student Services	Beginning 2018-2019
Response to Behavior	Person Responsible	By When
Consistent office referral forms across the district.	Assistant Superintendent	2019-2020
Individual student interventions to be recorded in Campus for	Assistant	2019-2020

progress monitoring	Superintendent	
Restorative circles at every site	Assistant Superintendent	2019-2020
Alternative to suspension program to be established for secondary students otherwise facing out of school suspension	Director of Student Services	2018-2019
Principal consultation with Assistant Superintendent prior to any student suspension of greater than two days	Assistant Superintendent	2017-2018
Develop and implement consistent district-wide pre-suspension protocols for out of school suspension	Assistant Superintendent	2018-2019
Develop and implement consistent district-wide post-suspension review process for out of school suspension	Assistant Superintendent	2018-2019
Develop data visualization tools (Tableau) of behavior data which allows administrators to disaggregate by behavior type, resolution type, demographic categories, location, and person who made referral. These visualizations should also show any disproportionality that may exist.	Director of Teaching & Learning	2017-2018
Monitoring Progress	Person Responsible	By When
Assistant Superintendent to meet monthly with each Principal to review all suspension data, broken down by race, gender, and disability status	Assistant Superintendent	2018-2019
Annual update on suspensions to the district Board of Education	Assistant Superintendent	2018-2019
Hiring Practices	Person Responsible	By When
Plan for recruitment and retention of staff which reflect our student population, consistent with applicable law	Director of Human Resources	2020-2021
Affinity groups for staff of color	Equity Office	ongoing

V. J. MINNESOTA DEPARTMENT OF HUMAN RIGHTS AND ISD 622
COLLABORATION AGREEMENT

RESOLUTION

WHEREAS, the Mission set forth in the Strategic Plan of the School District includes that it will commit each day to develop and empower lifelong learners who thrive in diverse communities;

WHEREAS, the Strategic Plan also includes that the School District will engage in community partnerships that enhance and support learning;

WHEREAS, the School District believes that working with the Minnesota Department of Human Rights as part of a Collaboration Agreement will assist in fulfilling its Strategic Plan;

NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS:

The School Board of ISD 622 hereby approves the Collaboration Agreement with the Minnesota Department of Human Rights.

V. K. DISBURSEMENTS

State statutes require school boards to provide for payment of just claims and also require that a list of electronic fund transfers be submitted to the school board at its next regular meeting. This action will authorize payment of audited and allowable claims, purchase of investments, transfers to the payroll account, and transactions by electronic fund (wire) transfers.

Therefore, the Director of Business Services recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the following disbursements and transfers be approved:

General Fund	\$	4,162,028.00
Food Service		405,425.00
Community Service		116,248.00
Debt Service Fund		2,910.00
Trust		112,802.00
Internal Service Fund Health Insurance		27,101.00
OPEB Benefits Trust Fund		38,665.00
		<hr/>
A/P Checks Disbursed (03-01-18 thru 03-31-18)	\$	4,865,179.00
Payroll Disbursed - Net (03-01-18 thru 03-31-18)	\$	4,345,533.00
Wire Transfers (03-01-18 thru 03-31-18)	\$	17,712,996.00
Investments on 04-02-18	\$	49,629,370.00

NORTH ST PAUL - MAPLEWOOD - OAKDALE SCHOOLS

INVESTMENTS

DEPOSITORY	TYPE	RATE	PURCHASED	AMOUNT
MSDLAF OTHER FUNDS	MM	1.37%	(BALANCE AT 04-02-18)	\$258,672.00
P M A SECURITIES OPERATING FUNDS	VARIOUS	1.66%	(BALANCE AT 04-02-18)	\$36,928,438.00
P M A SECURITIES OPEB BONDS	VARIOUS	2.03%	(BALANCE AT 04-02-18)	\$11,127,877.00
ASSOCIATED BANK EQUITY INVESTMENTS	EQUITY	1.27%	(BALANCE AT 04-02-18)	\$1,314,383.00
				<u>\$49,629,370.00</u>

NORTH ST PAUL - MAPLEWOOD - OAKDALE SCHOOLS

WIRE TRANSFERS

03-01-18 thru 03-31-18

DATE	FROM	TO		REASON
03/01/18	P M A	HEALTH PARTNERS	\$203,832.00	MEDICAL CLAIM FEES
03/01/18	PREMIER BANK	DELTA DENTAL	\$136,866.00	MONTHLY PAYMENT
03/01/18	PREMIER BANK	STATE OF MINN.	\$137,258.00	PAYROLL TAX
03/02/18	P M A	PREMIER BANK	\$1,500,000.00	A/P - P/R*
03/02/18	PREMIER BANK	ANNUITY COMPANIES	\$212,608.00	PAYROLL PAYABLES
03/05/18	PREMIER BANK	SELECTACCOUNT	\$16,884.00	FLEX PROCESSING
03/05/18	PREMIER BANK	HEALTH PARTNERS	\$410,652.00	HEALTH CLAIMS
03/07/18	PREMIER BANK	ANNUITY COMPANIES	\$514,715.00	PAYROLL PAYABLES
03/12/18	PREMIER BANK	SELECTACCOUNT	\$5,497.00	FLEX PROCESSING
03/12/18	PREMIER BANK	HEALTH PARTNERS	\$236,850.00	HEALTH CLAIMS
03/13/18	P M A	PREMIER BANK	\$4,600,000.00	A/P - P/R*
03/15/18	PREMIER BANK	ANNUITY COMPANIES	\$38,708.00	PAYROLL PAYABLES
03/15/18	PREMIER BANK	PITNEY BOWES	\$3,000.00	POSTAGE
03/15/18	PREMIER BANK	I R S	\$759,559.00	PAYROLL TAX
03/16/18	P M A	PREMIER BANK	\$500,000.00	A/P - P/R*
03/16/18	PREMIER BANK	SELECTACCOUNT	\$11,592.00	FLEX PROCESSING
03/16/18	PREMIER BANK	STATE OF MINN.	\$128,735.00	PAYROLL TAX
03/19/18	PREMIER BANK	ANNUITY COMPANIES	\$212,284.00	PAYROLL PAYABLES
03/19/18	PREMIER BANK	SELECTACCOUNT	\$6,830.00	FLEX PROCESSING
03/19/18	PREMIER BANK	HEALTH PARTNERS	\$355,890.00	HEALTH CLAIMS
03/22/18	PREMIER BANK	ANNUITY COMPANIES	\$495,614.00	PAYROLL PAYABLES
03/22/18	PREMIER BANK	SELECTACCOUNT	\$1,482.00	FLEX PROCESSING
03/23/18	P M A	PREMIER BANK	\$1,000,000.00	A/P - P/R*
03/23/18	PREMIER BANK	SELECTACCOUNT	\$42,036.00	FLEX PROCESSING
03/26/18	PREMIER BANK	SELECTACCOUNT	\$3,031.00	FLEX PROCESSING
03/26/18	PREMIER BANK	HEALTH PARTNERS	\$170,731.00	HEALTH CLAIMS
03/27/18	P M A	PREMIER BANK	\$3,575,000.00	A/P - P/R*
03/29/18	PREMIER BANK	ANNUITY COMPANIES	\$40,910.00	PAYROLL PAYABLES
03/29/18	PREMIER BANK	I R S	\$757,017.00	PAYROLL TAX
03/30/18	P M A	PREMIER BANK	\$1,500,000.00	A/P - P/R*
03/30/18	PREMIER BANK	STATE OF MINN.	\$128,857.00	PAYROLL TAX
03/31/18	PREMIER BANK	MISCELLANEOUS	\$6,558.00	MISCELLANEOUS
		TOTAL	<u>\$17,712,996.00</u>	

* TO COVER ACCOUNTS PAYABLE OR PAYROLL CHECKS

Harmony



ADULT EDUCATION

73

ENGLISH

As a Second Language (ESL)

GED

Preparation & Testing

CAREER

Pathways



School District 622

NORTH ST. PAUL | MAPLEWOOD | OAKDALE

Ready for tomorrow

ENGLISH

As a Second Language (ESL)



ENGLISH

As a Second Language (ESL)

- Speaking - writing - listening
- No cost to students
- Classes offered at four locations
- **Over 650 adults participate annually**





Preparation & Testing





Preparation & Testing

- Self-paced drop-in learning program
- Adult learners prepare to take the GED test
- No cost to students
- Official GED testing onsite
- Graduation 6:00 pm May 30th at Gladstone



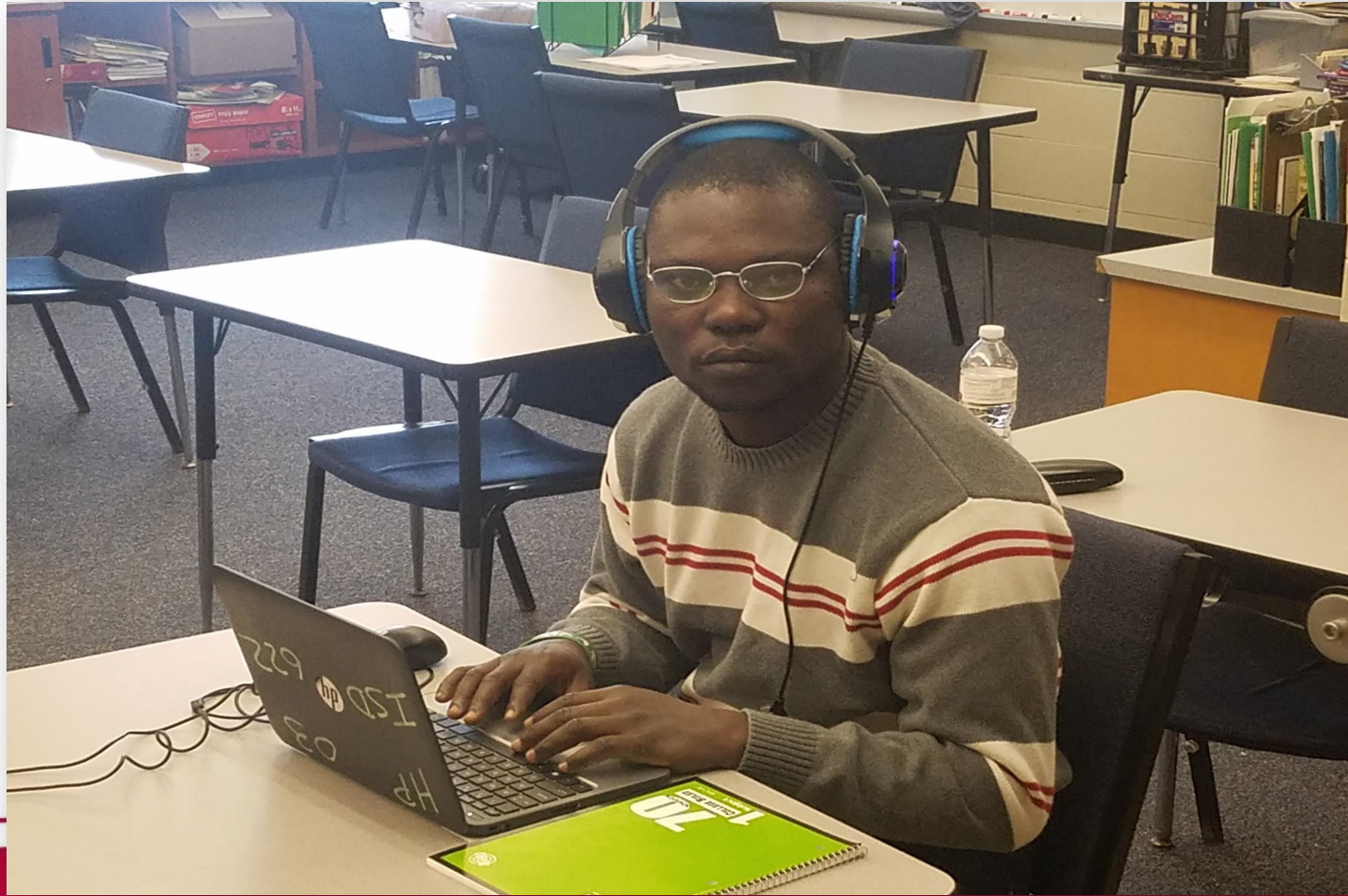


<https://youtu.be/AW5oN88dUjE>



CAREER

Pathways



CAREER

Pathways



**INFORMATION
TECHNOLOGY (IT)**
Careers



PARAPROFESSIONAL
Careers



HEALTH CARE
Careers





<https://youtu.be/2q9xS1q8sac>

ADDITIONAL

Programming

- **Citizenship**
- **Basic skills brush-up - math & reading**
- **Developmental education at Century College - math & reading**



METRO EAST ABE CONSORTIUM PARTNERS

- **ISD 622/White Bear Lake/Mahtomedi**
- Roseville
- Stillwater
- Mounds View & St. Anthony
- St. Croix River Education District
- Ramsey County Correctional Facility
- Lyndale Neighborhood Association
- Forest Lake



Harmony



ADULT EDUCATION

Last year Harmony Adult Education provided direct educational services to **over 2,200 adults.**



Multi-Tiered Systems of Support: All Our Kids are All Our Kids

School Board Update
April 24, 2018



Good evening. I am Alicia Waeffler, Multi-Tiered Systems of Support and Federal Programs Coordinator in the Department of Teaching and Learning. It is my honor to highlight for you the work of our elementary schools over the last 4 years as we've changed the ways in which we support all learners to ensure each child gets the opportunities they need to thrive.



When I was new to this work, about four years ago, I began to interview teachers, coaches, interventionists, school psychologists, and principals in order to understand the then-current practices.



I quickly learned we had nine different ways of supporting our general education students across our nine elementary schools. This was not surprising, as we had asked schools to develop their own RtI - Response to Intervention - plans. Though each school was doing the best they could with the resources they had, it was clear that there was a disconnect between the classroom and out-of-the-classroom supports.



For example, in one school the classroom teachers and the interventionists had never met, even though they worked in the same building and with the same students for years.



There was a sense that each person cared deeply about the kids they saw each day, but they rarely - if ever - connected with others about those students or their struggles and successes.



Additionally, we saw places where sixty percent or more of the school needed intervention because they were behind grade level. In theory, we could've had a student qualify for special education in one building but not in another because some buildings had many general ed interventions and others only a few. This was an inequitable and unsustainable situation.

Multi-Tiered Systems of Support - District-Wide

- 1) Empowered Teachers
- 2) Turned Belief into Practice:
All Our Kids Are All Our Kids
- 3) Changed Intervention System

So, we did three things using the Multi-Tiered Systems of Support Framework and allocation:

- 1) We empowered teachers to determine the level and area of need in their class, and to act to meet that need,
- 2) We built a culture among all educators that ALL OUR KIDS ARE ALL OUR KIDS and provided time for classroom teachers and interventionists to collaborate, and
- 3) We changed the structure of our intervention time to meet the needs of our learners, instead of trying to fit their needs to our system

Empowered Teachers

MTSS CYCLE OF INQUIRY & ACTION

- Know your **measure**
- Know your **students**
- Know your **resources**
- Know your **plan**
- Know your **impact**

First, we empowered teachers to determine the area and level of need in their class, and act to meet that need.

To do this, they learned how to use the MTSS Cycle of Inquiry and Action - which asks them to know not only how a student performs on an assessment, but also know deeply how the student performs on everyday tasks in the classroom. Teachers learn this through listening to students read, conferring with students frequently about their reading and learning, and building relationships with each student and their family. Teachers must know their options to addressing the needs they identify, they create and put into practice plans, and then check to see how it is working.

Empowered Teachers

What is the *area* of need (specific skill or group of skills) in your class/grade?

What is the *level* of need (whole class, small group, individual) in your class/grade?

CLASS-WIDE NEED: 50% or more of the class is at some or high risk.

GROUP NEED: 10-50% of the class is at some or high risk.

INDIVIDUAL NEED: 10% or less of the class is at some or high risk.

When teachers are able to determine the area and level of need, they can act quickly to address the need. An illustration that simplifies the process is something we all remember about elementary school: lining up to go to the library. Students learn how to do this, they practice and rehearse. The first time the teacher asks them to do it, if only ten students remember to push in their chairs, hold bubbles in their mouths, and keep their hands to their sides, the teacher does not “intervene” with each of the 15 students who forgot. Instead, they reteach the whole class - even if they think the class should know that skill - because it is most effective and efficient to remind everyone how to do it. Then, when the next time comes to line up, the teacher sees that a few students, let’s say 5-6, forgot. This time, they pull the small group together and quickly remind them of the expectations. Now, when they look at the line, they see that one student - Peter, or maybe Troy - is having a hard time. They grab ahold of that single hand and the class is able to leave the room. There is no way the teacher can hold 15 or 20 hands down the hall, so they have to make sure all but one or two are on track before leaving. The same holds for academics. We cannot intervene our way to success when over half the class has a similar need.

Teachers are now empowered to make that decision in their classroom. Though a third grade teacher is still expected to cover the third grade scope and sequence, they and their collaborative team have permission to add in first or second grade skills if their students haven’t yet mastered them. This collaboration helps foster the culture of every student belonging to every educator.

Turned Belief into Practice

- Equity mindset in action
- All our kids are all our kids
- Building trust
- Creating time and space for intentional collaboration

In addition to empowering teachers, we built a culture among all educators that ALL OUR KIDS ARE ALL OUR KIDS and provided time for classroom teachers and interventionists to collaborate. This belief - that all our kids are all our kids - is something that resonates deeply with educators. And yet, in practice, we often saw that teachers were most concerned about the students in their *own* classroom. Now, a classroom teacher is no longer individually responsible for their “own” students, they are part of a team all working toward the same goals for each and every child. In that grade, in that building, and in our district: All our kids are all our kids.

This shift has been rocky at times. It requires trust among staff and a deep commitment to shared work. If one person isn’t all-in on this plan, it makes it quite challenging for the others to let go of control and the minutes of learning for a given student. To build the sense of collective teacher efficacy - when educators believe they can actually accomplish more as a team instead of as individuals - means that principals, coaches, teachers, interventionists, and others must frequently communicate. To do this, we’ve set up shared collaborative time every 6 weeks. These 3-hour meetings require subs and time out of the classroom, but they are more than worth those resources. Teachers and interventionists are able to consider each child and their specific needs, together, in the same room, and create a plan for how they will meet the need and how they will know if it is working.

This shared belief - that all our kids are all our kids - has transformed the way educators across our elementary schools interact with each other and how they support our students.

Changed Intervention System

Intervention A	Intervention B	Intervention C
1.	1.	1.
2.	2.	2.
3.	3.	3.
4.	4.	4.

We empowered teachers and then built a culture where all our kids are all our kids. **Then** we changed the structure of our intervention time to meet the needs of our learners, instead of trying to fit their needs to our system. Previously, we started the intervention conversation with the logistics. For example, in a given school and grade level, there might have been an intervention teacher with 5 seats for Intervention A, another interventionist had 8 seats for Intervention B and a third interventionist with 10 seats for Intervention C. Teachers would then need to convince each other that their students are the ones with the highest needs and they should get the “seats” in the intervention. Sometimes a teacher would opt out of the interventions for their students, even if they might benefit, because they either didn’t trust those minutes would be well used, or because they didn’t want to jockey for a seat.

This logistics-first model also meant that lower-achieving students often missed something in their classroom during intervention and sometimes higher-achieving students did not get the challenge they needed.

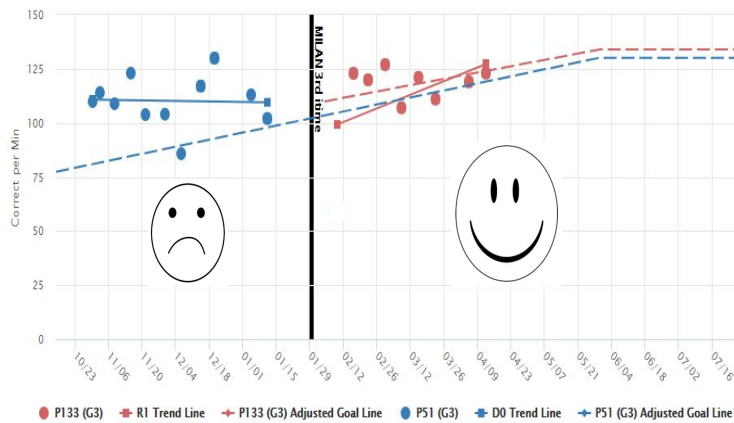
Changed Intervention System

LastName, FirstName	4
Teacher, Name	
Accuracy: 100	
Automaticity: 224	
Broad: 518	
BAS:	
Math: 217	IEP/EL?: No
Notes: Also Young Scholars	

Now, we start with the needs of the students. We literally hold a card with a student's name on it and all agree - all grade level teachers and interventionists, in the same room - on what that student needs. Remember the MTSS Cycle of Inquiry and Action from a few slides back? They use test scores and - just as important - everything else they know about the student to figure out the biggest need or the one area of need they should address first. Teams then arrange students into like-need groups. Those groups are then matched to a specific intervention or plan for support. Students at or above grade level are also sorted into like-groups for enrichment and extension opportunities.

Changed Intervention System

CBMreading English Progress Monitoring Report



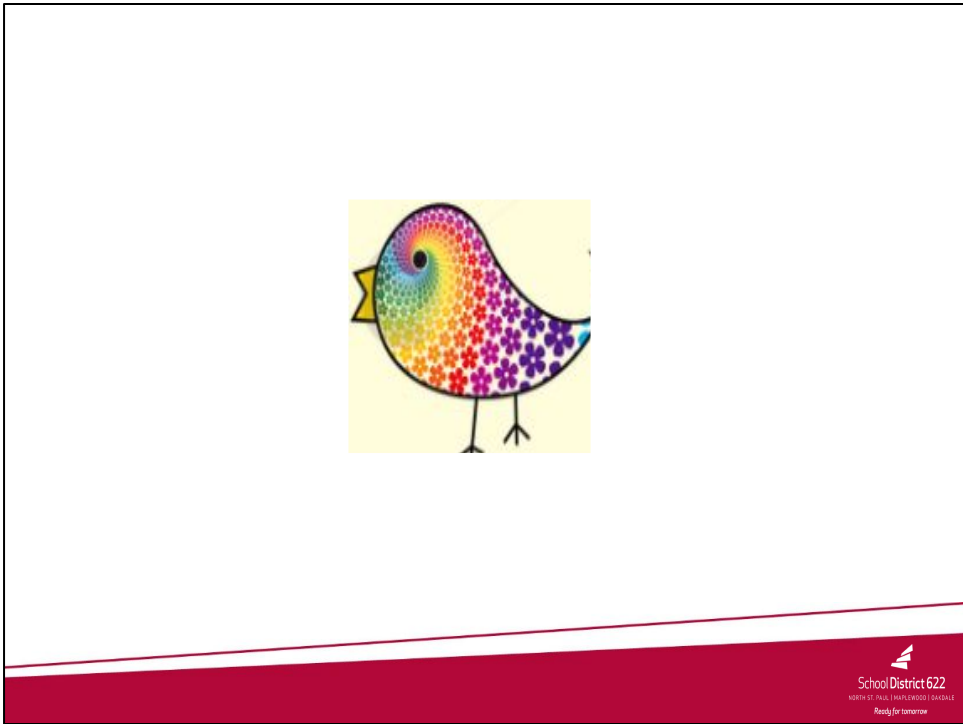
Honestly, the first few weeks of this change was hard. But then - THEN - the teachers saw the results. For example, in one school, the interventionists who had been working with the same students since Kindergarten, reported that those students - now in upper elementary - were FINALLY learning how to read, after just 6 weeks of the new intervention plan.

Changed Intervention System

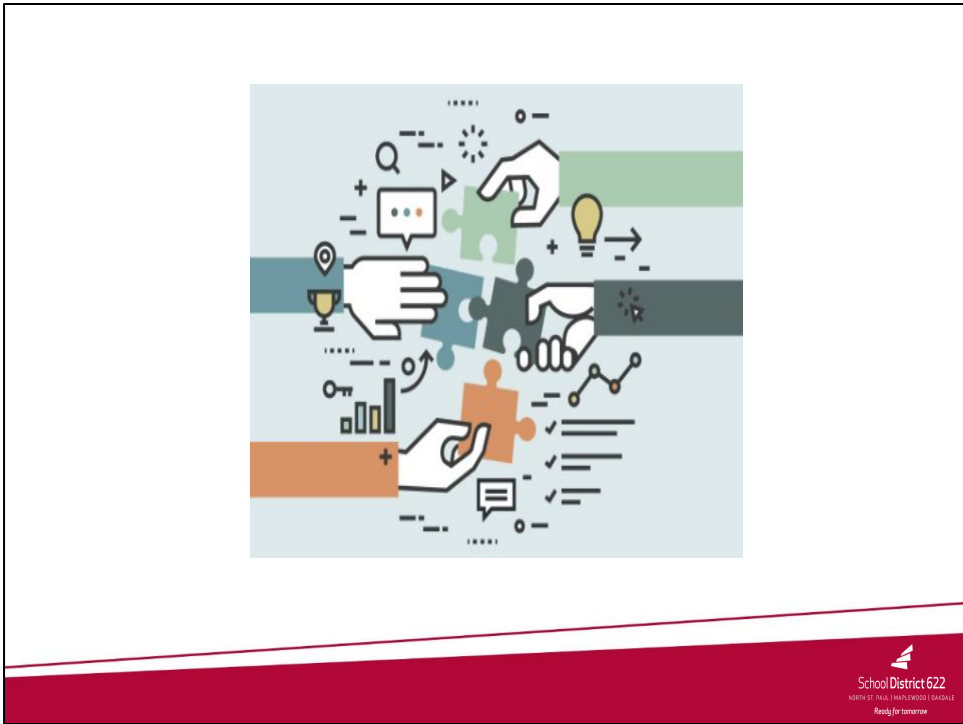


Another school did a service learning project with above grade level first graders - they collaborated with the police department to measure the speed of traffic and make a recommendation on how to slow traffic near their school to improve safety.

These are amazing opportunities and results - something we expect to continue and are hopeful will stick for students long-term. This is all possible because we are now intentional about meeting the needs of every single learner, every single day, and the students are the center of every conversation.



Where before we had nine approaches to intervention: we are **now** on our way to having one.



Where before classroom teachers and interventionists rarely, if ever, collaborated: **now** they have the time to intentionally work together for every single student.



Where before we had 60% or more of students needing intervention, **now** we intentionally meet the whole class and small group needs in the classroom and then every single student at a school - 100% - gets an opportunity to have their individual needs met every single day. There are no cracks for students to slip through.

Multi-Tiered Systems of Support - District-Wide

- 1) Empowered Teachers
- 2) Turned Belief into Practice:
All Our Kids Are All Our Kids
- 3) Changed Intervention System

We did three things using our MTSS allocation:

- 1) We empowered teachers to determine the level and area of need in their class, and act to meet that need,
- 2) We built a culture among all educators that ALL OUR KIDS ARE ALL OUR KIDS and provided time for classroom teachers and interventionists to collaborate, and
- 3) We changed the structure of our intervention time to meet the needs of our learners, instead of trying to fit their needs to our system

Thank you for inviting me here tonight to highlight some of the changes our elementary schools are making in order to ensure we are developing and empowering lifelong learners who thrive in diverse communities.



I am eager to hear your questions.

**Independent School District 622
North St Paul - Maplewood - Oakdale
American Indian Education Resolution 2017-2018
Administrative Response**

School Board Chair Michelle Yener and the Board of Directors formally acknowledge that the ISD 622 American Indian Parent Advisory Council Resolution was presented on February 27, 2018, by American Indian Education Specialist Robin Nelson and American Indian Parent Advisory Council member Maria Weichman. The School Board acknowledges the continuing collaborative efforts between the department of Teaching & Learning and ISD 622 American Indian Parent Advisory Council to provide equitable learning environments, opportunities and outcomes for American Indian students. The School Board also acknowledges that the American Indian Parent Advisory Council indicated five recommendations to address the Resolution status of non-concurrence in regard to the District's obligation to meet the needs of American Indian students during the 2017-2018 school year.

In response to the Resolution, the District will consider, with good faith to implement, the following actions steps:

1. The Department of Teaching & Learning will collaborate with American Indian Education specialists and/or Parent Advisory Council representatives to (a) advise elementary teachers about implementation of established Curriculum Maps and Pacing Guides related to American Indian MN State Standards, (b) provide integrated Star Lab training to teachers which includes the American Indian constellations and star stories, (c) provide teachers with professional development specific to the online curriculum, and (d) screen current American Indian books from elementary libraries that are outdated and/or not culturally relevant.

Person/People Responsible: The Elementary Curriculum, MTSS, & Federal Grants Coordinator (TBD) and American Indian Education Lead (Robin Nelson)

2. The Department of Teaching & Learning will collaborate with American Indian Education specialists to ensure the monitoring system for curriculum implementation (online Ojibwe/Dakota curriculum & learning trunks) that was developed in 2016-2017 continues to be used and monitored.

Person/People Responsible: The Elementary Curriculum, MTSS, & Federal Grants Coordinator (TBD) and American Indian Education Lead (Robin Nelson)

3. Early communication about student struggles in class is an essential component to student success. Schools, teachers, and parents work in partnership to help ensure student success.
 - Parents are encouraged to work directly with teachers regarding requests for communication related to early and appropriate classroom interventions for students in need of academic support. Teachers are expected to return phone calls and emails within two working days.
 - Further, at the secondary level there are Cultural Academic Specialists in each school. Their role is to identify students at-risk of not graduating and providing additional supports. Part of that support can be regular grade, homework, and test checks. Cultural Academic Specialists communicate regularly with families and teachers.
 - In addition, two American Indian Education team members provide similar individualized support to American Indian students at the secondary level. Cultural Academic Specialists and the American Indian Education team members collaborate on American Indian students in need of additional support.
 - Beyond this individual and personalized approach, District 622 is investigating automating email and/or text communication of key information related to school performance such as grades on tests, missing homework, and overall grades. This will potentially be aided by the implementation of Schoology at the two high schools. It will take some time for teachers to transition to using Schoology, but eventually it will be used as a key communication tool regarding upcoming tests and homework due dates, grades on specific tests and homework assignments, and overall grades. Schoology was chosen, in part, due to its ease of use by families.
 - Information sessions and training will be provided to families who are interested. The Director of Communication & Technology Innovation will work with American Indian Education Lead to ensure information and training is provided to American Indian families specifically.

Person/People Responsible: Classroom teachers, Cultural Academic Specialists, secondary American Indian Education team members (Becky Buck & Amy Rolland Martinek), Director of Communication & Technology Innovation (Josh Anderson), and American Indian Education Lead (Robin Nelson)

4. Specific academic support will be offered to American Indian students not on track to be proficient on Minnesota Academic Standards. Support will come in a variety of methods.

- At a classroom level, students will be provided differentiated instruction that is appropriate the student’s instructional level. Where appropriate, this includes small group and individual instruction and feedback.
- In addition, in grades K-5, students who are identified through assessment and other means to be at high risk of not being proficient in reading or mathematics will be provided additional instruction beyond the regular daily reading and mathematics lessons through a scheduled “What I Need” (WIN) time during the school day.
- After school supports include Targeted Services in grades K-8 for students who qualify. In addition, teachers in grades 6-12 are typically available between one and three days a week before or after school for student support, depending on school, department, and team meetings.
- In all middle and high schools there is a Cultural Academic Specialist (CAS) whose job it is to identify students at-risk of not graduating and supporting their success. CASs support students through a variety of means which may include regular meetings with the student to check grades, assignments, and tests; to set goals as well as identify and address barriers to success; regular communication with the student’s family and/or teacher; and coordinating additional school and family resources.
- Finally, as part of the American Indian Education program, tutoring is offered to American Indian students on as needed basis.

Person/People Responsible: Classroom teachers, principals, MTSS teams, Targeted Services Coordinators, American Indian Education Specialist (Amy Rolland Martinek)

5. District 622 is committed to developing a multi-tiered system of supports (MTSS) in our secondary schools. We have focused our MTSS work on the elementary over the last four years. That system is now largely in place and we will be shifting our focus and efforts to the secondary. Developing a MTSS system is complex and will take multiple years.

Person/People Responsible: Secondary Curriculum, MTSS, and Pathways Coordinator (Alicia Waeffler)

6. District 622 recognizes the importance of transition activities between elementary school and middle school as well as between middle school and high school for student success. Further, needs tend to fall into three categories: procedural, academic, and social. Currently, we have several programs and practices aimed at addressing procedural and social supports for transition and fewer aimed at academic transitions. For example, we have an Advisory period in each middle school. There are many procedural and social supports built into the period, as well as some academic

supports. One example at our high schools is the Link Crew program, which trains older students as mentors and small group leaders to help support the transition of freshman to high school. District 622 is initiating a number of pilot programs next year to enhance the effective transition of students between school levels.

- Next year, Maplewood Middle School will be piloting the middle school version of the program, WEB. All of our secondary schools have the AVID program, which emphasize college and career readiness skills. Students in the elective AVID class get more intense supports adjusting to the additional academic rigor of the transition years of sixth and ninth grades. However, school wide practices for note taking and other academic skills help all students make the transition.
- We will pilot AVID at 5th grade in at least one elementary school during the 2018-2019 school year to better support students transition to the academic demands of middle school.
- In addition, both high schools will be employing new structures in ninth grade to help ensure student success. Tartan is piloting teaming in grades 9-10. Teaming involves grouping teachers in Math, Science, Language Arts, and Social Studies into a team who will support the same approximately 150 students. These teachers will share common procedural expectations and employ similar academic skills like the use of academic binders and note-taking. Teachers will explicitly teach these expectations to students. By sharing a smaller number of students there are also better opportunities to identify students struggling with the transition and to more quickly provide supports and interventions. North High will identify students at-risk of not passing classes at the mid-term and change their schedule to provide smaller class sizes and additional supports to ensure academic success.
- Finally, the Teaching & Learning Department will identify a district point person responsible for supporting site and district efforts to enhance transitions from elementary to middle school and middle school to high school.
- Each of these pilot programs will be evaluated for potential continuation and expansion.

Person/People Responsible: Middle school principals, high school principals, elementary AVID pilot school principal, Teaching & Learning Department transition point person (TBD)

7. Members of the American Indian Education team will monitor the school district student information system, CAMPUS, to ensure that all American Indian students are identified appropriately. In addition, the team will ensure that all classroom teachers are annually provided a list of students in their classes who are American Indian.

Person/People Responsible: American Indian Education team members (Robin Nelson, Becky Buck, Nichole Smith, Amy Rolland Martinek)

VII. A. 1. ACKNOWLEDGEMENT OF CONTRIBUTIONS

Minnesota Statute 123B.02 permits school boards to "...receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. In that behalf, the board may act as trustee of any trust created for the benefit of the district, and for the benefit of pupils thereof."

Therefore, the Director of Business Services recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the School Board accept with appreciation the following contributions and permit their use as designated by the donors.

<u>Donor</u>	<u>Item and/or Amount</u>	<u>Purpose</u>
Anonymous	Yamaha StagePAS 600i PA sound system, speaker stands, Stagg 500 corded handheld microphone, microphone cord, 10' instrument cable (2) VocoPro Digital wireless microphone systems, w/8 cordless body microphone packs 4 year warranty on Sound System and 4 year warranty on both VocoPro Microphone systems.	Richardson Elementary - to replace old system
Michael Testa	\$50.00	Meals on Wheels
Ideal Credit Union	\$169.90	Meals on Wheels
Tilsner Carton Co.	80-24 x 30" pad of cardboard	Maplewood Middle School
Nancy Askegaard	Vito Le Blanc Clarinet- Student Model 7214	Maplewood Middle School
Tom and Marlene Loven	\$790.00	Eagle Point Elementary - to purchase 5 additional walkie talkies
Michelle Sauvageau	\$150.00	Eagle Point Elementary - COMET
Rotary of North St. Paul- Maplewood-Oakdale	\$300.00	Community Education for 10 service projects for 10 th graders at Tartan
City of Maplewood	\$1,060.00	North High Band
Tolerance Tool, Inc.	\$250.00	North High Robotics
Lance Van Elsen	\$1,000.00	Tartan Robotics

MOTION:
SECOND:

Total fiscal year 2017-2018 monetary contributions: \$111,203.18

VII. A. 2. RESOLUTION AUTHORIZING THE ISSUANCE OF LONG TERM FACILITIES & CAPITAL FACILITIES BONDS

As part of Phase I of our Facilities Plan, we need to have a resolution in place approving the issuance of LFTM & Capital Facilities Bonds and then post notice of this issuance in the District's official newspaper before we can go out to bid on the Castle and Richardson projects. Since we would like to go out to bid for the building additions in early June, we must have School Board approval to issue bonds prior to issuing our request for bids.

RESOLUTION STATING THE INTENTION OF THE SCHOOL BOARD TO ISSUE GENERAL OBLIGATION BONDS TO FINANCE CERTAIN PROJECTS INCLUDED IN THE DISTRICT'S TEN-YEAR FACILITY PLAN TO BE APPROVED AND CERTAIN OTHER CAPITAL PROJECTS; COVENANTING AND OBLIGATING THE DISTRICT TO BE BOUND BY AND TO USE THE PROVISIONS OF MINNESOTA STATUTES, SECTION 126C.55 TO GUARANTEE THE PAYMENT OF THE PRINCIPAL AND INTEREST ON THE BONDS

BE IT RESOLVED by the School Board of Independent School District No. 622, State of Minnesota, as follows:

1. The Board intends to issue general obligation bonds (the "Bonds") in the total aggregate principal amount of not to exceed \$55,000,000 pursuant to Minnesota Statutes, Sections 123B.595 and 123B.62, and Chapter 475, as amended. The Bonds will consist of a Facilities Maintenance Portion and a Capital Facilities Portion.

2. The Board hereby finds and declares that it is necessary and expedient for Independent School District No. 622 (the "District") to issue a portion of its fully registered general obligation bonds (the "Facilities Maintenance Portion") pursuant to Minnesota Statutes, Section 123B.595, subdivision 5 and Chapter 475, as amended, to fund the costs of the following projects included in its ten-year facility plan to be approved by the Commissioner of Education and related financing costs:

- deferred maintenance and health and safety projects at school sites and facilities as included in the District's ten-year facility plan to be approved by the Commissioner of Education.

The Facilities Maintenance Portion would be issued in the total aggregate principal amount of not to exceed \$45,000,000. The issuance of the Facilities Maintenance Portion is hereby authorized subject to the approval of the District's ten-year plan to be approved by the Commissioner of Education.

3. The ten-year plan to be approved by the Board is incorporated in this resolution as though fully specified herein. The administration is authorized and directed to submit to the Commissioner of Education such additional information as may be necessary to secure the approval of the Commissioner for the ten-year plan and this bond issuance as required by Minnesota Statutes, Section 123B.595. The submission of a proposed plan and a request for approval prior to the date of this resolution is ratified and approved in all respects.

4. The District further covenants to comply with all procedures now or hereafter established by the Minnesota Department of Education pursuant to Minnesota Statutes, Section 123B.595 and otherwise to take such actions as necessary to comply with that statute. The chair, clerk, superintendent or business manager is authorized to execute any applicable Minnesota Department of Education forms.

5. The Board hereby finds and declares that it is necessary and expedient for Independent School District No. 622 (the "District") to issue a portion of its fully registered general obligation bonds (the "Capital Facilities Portion") pursuant to Minnesota Statutes, Section 123B.62 and Chapter 475, as amended, to provide funds for the following capital improvements and related financing costs:

- improvements and repairs to District buildings and sites;
- equipping and reequipping buildings with permanent attached fixtures;
- acquisition of furniture, fixtures and equipment;
- fire, life and safety code compliance projects; and
- facility improvements to enhance safety and security.

The Capital Facilities Portion would be issued in the total aggregate principal amount of not to exceed \$10,000,000 and would mature within fifteen (15) years of the date of issuance. The Board hereby expresses its intent to issue and tentatively authorizes the issuance of said Bonds. The issuance of said Bonds shall become finally authorized, subject to the approval of the Commissioner of Education, unless a petition calling for a referendum on the question of whether to issue said Bonds, signed by more than fifteen percent (15%) of the voters of the District, is filed with the Board within thirty (30) days of the date of the adoption of this resolution. A petition must be in the form required by law. The minimum number of valid signatures for such a petition shall be determined as of the last day before the petition is filed with the Board.

6. The administration is authorized and directed to submit to the Commissioner of Education such additional information as may be necessary to secure any further approval of the Commissioner for the issuance of the Capital Facilities Portion that may be required by Minnesota Statutes, Section 123B.62. The submission of information and a request for approval prior to the date of this resolution is ratified and approved in all respects.

7. The clerk is hereby authorized and directed to cause a notice substantially in the form of the Notice attached hereto as EXHIBIT A and incorporated herein by reference to be published as a legal notice one (1) time in the official newspaper of the District as soon as reasonably practicable after the adoption of this resolution, but at least twenty (20) days before the earliest of the solicitation of bids, the issuance of bonds, or the final certification of levies. Any publication of said notice prior to the date of adoption of this resolution is hereby ratified and approved in all respects.

8. Any actions of the administration in consulting with the Minnesota Department of Education are hereby ratified and approved in all respects.

9. The Board, having been advised by Ehlers & Associates, Inc., its independent municipal advisor, hereby determines that the Facilities Maintenance Portion and the Capital Facilities Portion of each issue of the bonds (together, the "Bonds") shall be privately sold as a single bond issue or as a series of single bond issues after receipt of written proposals, as authorized pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, as amended.

10. If the issuance of the Bonds is approved, the Board shall meet at the time and place specified in the Terms of Proposal to receive and consider proposals for the purchase of the Bonds. The terms and provisions specified in the Official Statement are hereby adopted as the terms and conditions of the Bonds and of the sale thereof, and shall be made available to all prospective purchasers of the Bonds. Ehlers & Associates, Inc., is authorized to prepare an Official Statement and to open, read and tabulate the proposals for presentation to the Board.

11. (a) The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the Bond Registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Bond Registrar for the Bonds is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Bond Registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

(b) The District further covenants to comply with all procedures now or hereafter established by the Departments of Management and Budget and Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section. The chair, clerk, superintendent or business manager is authorized to execute any applicable Minnesota Department of Education forms.

MOTION:

SECOND:

EXHIBIT A

NOTICE OF INTENT TO ISSUE BONDS TO FINANCE
CERTAIN PROJECTS INCLUDED IN THE DISTRICT'S
TEN-YEAR FACILITY PLAN AND CERTAIN OTHER CAPITAL PROJECTS
INDEPENDENT SCHOOL DISTRICT NO. 622
(NORTH ST. PAUL-MAPLEWOOD-OAKDALE)
STATE OF MINNESOTA

NOTICE IS HEREBY GIVEN that the School Board of Independent School District No. 622 (North St. Paul-Maplewood-Oakdale), State of Minnesota (the "District"), adopted a resolution on April 24, 2018 (the "Resolution") stating the intention of the School Board to issue general obligation bonds (the "Bonds") in the total principal amount of not to exceed \$55,000,000 pursuant to Minnesota Statutes, Sections 123B.595 and 123B.62, and Chapter 475, as amended.

A portion of the proceeds of the Bonds (the "Facilities Maintenance Portion") in the principal amount of not to exceed \$45,000,000 will be used to fund the costs of the following projects to be included in the District's facility plan and related financing costs:

- deferred maintenance and health and safety projects at school sites and facilities as included in the District's ten-year facility plan to be approved by the Commissioner of Education.

A portion of the proceeds of the Bonds (the "Capital Facilities Portion") in the principal amount of not to exceed \$10,000,000 will be used to fund the costs of the following capital improvements to be approved by the School Board and related financing costs, subject to the approval of the Commissioner of Education:

- improvements and repairs to District buildings and sites;
- equipping and reequipping buildings with permanent attached fixtures;
- acquisition of furniture, fixtures and equipment;
- fire, life and safety code compliance projects; and
- facility improvements to enhance safety and security.

Pursuant to Minnesota Statutes, Section 123B.62, as amended, the Bonds will be finally authorized for issuance, subject to the approval of the Commissioner of Education, unless a petition calling for a referendum on the question of whether to issue said Capital Facilities Portion, signed by more than fifteen percent (15%) of the registered voters of the District, is filed with the School Board within thirty (30) days of the date of the School Board's adoption of the Resolution. A petition must be in the form required by law. The minimum number of valid signatures for such a petition shall be determined as of the last day before the petition is filed with the School Board.

The total amount of outstanding indebtedness of the District as of April 30, 2018 is \$81,155,000. If the proposed Bonds are issued, the total indebtedness of the District would be \$136,155,000.

Dated: April 24, 2018

VII. A. 3. RESOLUTION ESTABLISHING PROCEDURES FOR REIMBURSEMENT OF CERTAIN EXPENDITURES FROM PROCEEDS OF FUTURE BOND ISSUES OR OTHER BORROWINGS

This is an IRS requirement if we have a need to pay for project expenditures before receiving bond funds. Since we probably will not sell the Long Term Facilities Maintenance and Capital Facilities bonds until late summer, the Board will need to approve this resolution in order for us to pay for project bills incurred before the bond sale.

Therefore, the Director of Business Services recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District No. 622, State of Minnesota, as follows:

1. Purpose. The Internal Revenue Service has issued Treasury Regulations Section 1.150-2 (the "Regulations") to provide rules governing Bonds issued after June 30, 1993, the proceeds of which are allocated to reimburse an Issuer for certain expenditures made prior to the date of issue of those Bonds. An allocation of the proceeds of a Bond issue to reimburse certain previously paid expenditures must comply with the Regulations to be an expenditure of Bond proceeds. If a Bond meets the requirements of the Regulations, the Bond proceeds are deemed to be spent when they are allocated to reimburse the prior expenditure. The Board of Independent School District No. 622 (the "District") desires to establish procedures necessary to comply with those Regulations. The terms used in this resolution shall be as defined in the Regulations.

2. Official Intent Requirement. The Regulations, in those situations in which they are applicable, require a District to declare a reasonable official intent (the "Official Intent Declaration") to reimburse itself for certain previously paid expenditures from the proceeds of subsequent Bonds or other borrowings of the District (the "Bonds"). The Board hereby authorizes the superintendent or the business manager to make the District's Official Intent Declarations or to delegate that responsibility from time to time to other appropriate District officers or employees. Each Official Intent Declaration shall comply with the requirements of the Regulations, including, without limitation, the following:

a) Each Official Intent Declaration shall be made not later than sixty (60) days after the date the District pays the applicable expenditure and shall state that the District reasonably intends to reimburse itself for those expenditures with the proceeds of a future borrowing;

b) Each Official Intent Declaration shall, at a minimum, contain a general functional description of the property, project or program for which the expenditure to be reimbursed is paid (for example, "acquisition and betterment of school facilities" or a specific identifiable project). In the alternative, a description is sufficient if it identifies the fund or account from which the expenditure is to be paid and a general functional description of that fund or account (for example: General Fund - general school district operations and maintenance; Capital Expenditure Fund - school district equipment and capital improvements);

c) Each Official Intent Declaration shall contain a statement of the maximum principal amount of debt to be issued for the purposes of the specified property, project or program;

d) Each Official Intent Declaration shall be considered public data and shall be made available for public inspection in compliance with the Minnesota Government Data Practices Act at the main administrative offices of the District within a reasonable period of time, but not to exceed 30 days, after the date of said declaration. An Official Intent Declaration shall remain available for public inspection until at least the day after the issuance of the Bonds from which the prior expenditures are to be reimbursed, and shall be made available to the Bond counsel for that issue.

It is the intention of the Board that an Official Intent Declaration shall be made only if, as of the date of the declaration, the District reasonably expects that it will reimburse the expenditure with Bond or borrowing proceeds. The Board understands that the determination as to whether the expectation to reimburse is reasonable is based on all relevant facts and circumstances, including the purpose for the declaration, the history of actual reimbursement of other expenditures for which official intent was declared and which were actually paid, and the District's actions taken toward reimbursement of the expenditures.

3. Reimbursement Period Requirement. The administration shall advise the Board from time to time on timing issues relating to reimbursements for which Official Intent Declarations have been made, including recommendations on the timing of the issuance of Bonds so that the reimbursement allocations occur not earlier than the dates on which the expenditures are paid and not later than eighteen (18) months after the later of (a) the date on which the expenditure is paid or (b) the date on which the property is placed in service or abandoned (but in no event more than three (3) years after the original expenditure, except as provided in Treas. Reg. 1.150-2(2)(d)(ii) and (iii). The officials designated above to make the Official Intent Declarations shall also be responsible for making the appropriate reimbursement allocations to reimburse the source of temporary financing used by the District to make the payments for the prior expenditures. Each allocation shall be evidenced by an entry on the official books, records or accounts of the District maintained for such reimbursement Bonds; shall specifically identify the actual prior expenditure being reimbursed or, in the case of a reimbursement of a particular fund or account, the fund or account from which the expenditure was previously paid. This allocation shall be effective to relieve the Bond proceeds involved from any restrictions under the Bond resolution or other relevant legal documents for those Bonds and under any other state statute applicable to unspent proceeds of that Bond issue.

4. Capital Expenditure Requirement.

a) General. An original expenditure to be reimbursed from Bond proceeds must be a capital expenditure, a cost of issuance for a Bond or an expenditure defined in the applicable Treasury Regulation.

b) Capital Expenditures. The term "capital expenditure" as used in the Regulations means any cost of a type that is properly chargeable to a capital account. Whether an expenditure is a capital expenditure is determined at the time the expenditure is paid. Capital expenditures do not include expenditures for items of current operating expense that are not properly chargeable to a capital account. Costs incurred to acquire, construct or improve land,

buildings, and equipment generally are capital expenditures. Under the Regulations, the issuance costs of issuing reimbursement Bonds are also treated as capital expenditures.

c) Preliminary Expenditures. The Official Intent Requirement does not apply to preliminary expenditures that are reimbursed with proceeds of a Bond that finances all or a portion of the property, project or program with respect to which the preliminary expenditures were incurred. The term "preliminary expenditures" includes architectural, engineering, surveying, soil testing, reimbursement Bond issuance, and similar costs that are incurred prior to commencement, rehabilitation or acquisition of a property, project or program, but does not include land acquisition, site preparation and similar costs incident to commencement of construction. Preliminary expenditures include only amounts that do not exceed in the aggregate twenty percent (20%) of the issue price of that portion of a Bond issue or Bond issues that finance the property, project or program with respect to which the preliminary expenditures were incurred.

d) Transition Rule Expenditures. The Official Intent Requirement also does not apply to certain expenditures paid by the Issuer if the expenditures comply with the transition rule provisions of the Regulations.

MOTION:

SECOND:

VII. B. 1 TERMINATION OF PROBATIONARY TEACHERS

The individuals named in the following resolution are teachers who have probationary status in the district and who are proposed for non-renewal of their contract and termination of their employment at the close of the current 2017-2018 school year.

Therefore, the Director of Human Resources recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District No. 622 that pursuant to Minnesota Statute 122A.40, Subdivision 5, that the teaching contracts of the following probationary teachers are hereby terminated at the close of the 2017-2018 and non-renewed for the 2018-2019 school year effective June 9, 2018.

Jill Brown	1.0	Non-licensed Community Expert
Amy Hansen	1.0	Non-licensed community expert
Justin Henry	1.0	Non-licensed Community Expert
Andrew Oehrlein	1.0	Non-licensed Community Expert
Daniel Torrez	1.0	Non-licensed Community Expert
Suanne Woller	1.0	Non-licensed Community Expert
Hannah Braasch	.3	Non-licensed Community Expert
Amy Brown	.49	Intervention
Anita Bruno	.90	Intervention
Krista Drechsel	.49	Intervention
Beth Flatten	.40	Intervention
Barbara Herzog	.40	Intervention
Lori Kolberg	.40	Intervention
Rebekah Moran	.40	Intervention
Kimberly Pfenning	.49	Intervention
Brenda Oberding	.69	Intervention
Rebecca Rosewell	.40	Intervention
Jinah Schad	.90	Intervention
Alexander Alvarez	1.0	Student Services
Angelo Ayers	1.0	Student Services
Daniel Chapman	1.0	Student Services
Brian Emmeck	.8	Student Services
Mallory Hoch	1.0	Student Services
Susan Kelnberger	1.0	Student Services
Thomas Kloos	1.0	Student Services
Jennifer McDougall	.50	Student Services
Katherine Sala	1.0	Student Services
Oksana Shaw	.7	Student Services
Victoria Stensland	1.0	Student Services
Alison Stueber	1.0	Student Services
Noel Voss	.8	Student Services
Britni Welle	.5	Student Services
Julie Curley	.6	Physical Education
Tou Thao	.11	Physical Education
Matthew Sheeley	.11	Music

Amy Watson	.06	Music
Kylie Bell	1.0	Elementary
Lindsay Heagle	1.0	Elementary
Becky Yang	1.0	Elementary
James Collins	.93	Secondary
Matthew Davis	.2	Secondary
Jamie Golden	.40	Secondary
Samantha Mathis	.60	Secondary
Gregory Moltzan	.33	Secondary
Quetzalli Salas de Hernandez	1.0	Secondary
Peter Stelzer	1.0	Secondary
Jude Vales	.60	Secondary
Chee Vang	1.0	Secondary
Wendy Wilcox-Garrity	.4	Secondary
Barclay Woodbury	.80	Secondary

MOTION:

SECOND:

VII. B. 2. TERMINATION OF PROBATIONARY PRINCIPAL

The individual named in the following resolution is an Assistant Principal who has probationary status in the district and who is proposed for non-renewal of their contract and termination of their employment at the close of the current 2017-2018 school year.

Therefore, the Director of Human Resources recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District No. 622 that pursuant to Minnesota Statute 122A.40, Subdivision 5, that the contract of Gary Speese is hereby terminated at the close of the 2017-2018 and non-renewed for the 2018-2019 school year effective June 30, 2018.

MOTION:

SECOND:

VII. C. 1. RESOLUTION AUTHORIZING INTERMEDIATE DISTRICT 916 TO APPLY FOR FEDERAL E-RATE DISCOUNTS AND TELECOMMUNICATIONS/INTERNET ACCESS EQUITY AID ON BEHALF OF DISTRICT

WHEREAS, the federal government has adopted the E-rate program, which provides discounts to schools to assist them in obtaining affordable telecommunications and internet access.

WHEREAS, the State of Minnesota has adopted a Telecommunications/Internet Access Equity Aid program that provides financial assistance to schools to help with costs of maintaining internet access, video connectivity and related telecommunication services.

WHEREAS, access to the State Equity Aid program must be through a recognized telecommunications access cluster of which a district seeking aid is a member.

WHEREAS, the District is a member of Intermediate District 916, and Intermediate District 916 has been recognized as a telecommunications access cluster by the State of Minnesota.

WHEREAS, the District wishes to participate in the E-rate program and wishes to obtain the State Equity Aid by authorizing Intermediate District 916 to apply for both programs on the District's behalf.

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School District 622, as follows:

1. Intermediate District 916, as a recognized telecommunication access cluster, is authorized to apply for federal e-rate discounts on behalf of the District.
2. Intermediate District 916, as a recognized telecommunication access cluster, is authorized to apply for State Telecommunications/Internet Access Equity Aid on behalf of the District
3. District Administration is authorized and direct to take all actions necessary to implement the terms of this Resolution.

MOTION:

SECOND: